

Lettings Policy/Terms and Conditions

Status: Statutory **Responsible Manager:** Finance Administrator



Responsible Governor: Trevor Fitzgerald

GB Ratification: Summer 2023 **Next Review Date:** Spring 2024

1. Introduction

The Governing Board controls the use of the school premises both during and outside school hours.

The Governing Board regards the school buildings and grounds as a community asset and will make every effort to enable them to be available for the delivery of extended services including community use.

The Governing Board welcomes the opportunity to work with partner organisations in extending the range of opportunities to help children and young people achieve their full potential by engaging with services meeting the wider needs of children, young people, families and the local community. The Governing Board acknowledges that extended services, including community services, support and complement the main teaching and learning activity within the school and contribute towards raising standards. However, we would ask that partners note that schools, by their very nature, may be more constrained than many other organisations in responding to lettings requests.

All lettings must be consistent with Orchard Park High School's Health and Safety Policy. Where appropriate, organisation using the premises will be required to produce their own Health and Safety Policy and a Risk Assessment.

A charge will normally be levied to meet the additional costs incurred by the school in respect of any lettings of the premises. As a minimum, the *actual* cost to the school of any use of the premises must be reimbursed to the school's budget where those activities are not directly aimed at raising pupil attainment and achievement.

2. Definition of a Letting

A letting may be defined as *“any use of the school premises (buildings and grounds) by either a community group (such as a local music group or football team), or a commercial organisation (such as the local branch of ‘Weight Watchers’)”*.

A letting must not interfere with the primary activity of the school, which is to provide a high standard of teaching and learning environment for all its pupils.

Lease arrangements and Partnership Agreements are the subject of separate policy guidance.

Use of the premises for activities such as staff meetings, parents’ meetings, Governing Board meetings, out of school hours learning / study support activities or any other extended services which support the raising of attainment and achievement, fall within the corporate life of the school. Costs arising from these uses are therefore a legitimate charge against the school’s delegated budget.

3. Charges for a Letting

Schoolhire Solutions Ltd, whose services have been commissioned by the Governing Body to administer lettings, is responsible for setting charges for the letting of the school premises. Charges are levied in order to cover the following:

- Cost of services (heating and lighting);
- Cost of staffing (additional security, caretaking and cleaning) – including “on costs”; ·
- Cost of administration;
- Cost of “wear and tear”;
- Cost of insurance (if the school has arranged its own public liability insurance – see terms and conditions);
- Cost of use of school equipment (if applicable);
- Profit element (if appropriate).

The specific charge levied for each letting will be reviewed no less than annually by Schoolhire Solutions Ltd.

4. VAT

In general, the letting of rooms for non-sporting activities is exempt of VAT, whereas sports lettings are subject to VAT (although there are exemptions to this under certain circumstances). For clarification regarding specific lettings, please refer to **Appendix A**.

5. Management and Administration of Lettings

The Headteacher, who acts under the delegated authority of the Governing Board, is responsible for the management of lettings. The Headteacher may delegate all or part of this responsibility to other members of staff (e.g. the Finance Officer), whilst still retaining overall responsibility for the

lettings process. The Headteacher has commissioned the services of School Hire Solutions Ltd to administer and manage the lettings at Orchard Park High.

If the Headteacher, on recommendation from School Hire, has any concern about whether a particular request for a letting is appropriate or not, s/he will consult with the Chair of the Governing Board or Chair of the Resources Committee which has delegated authority to determine the issue on behalf of the Governing Board.

6. The Administrative Process

Organisations seeking to hire the school premises should book through the Schoolhire Solutions Ltd portal accessible on the school website . The Governing Board has the right to refuse an application, and interested parties should be advised that no letting should be regarded as booked until approval has been given via the School Hire portal . No public announcement of any activity or function taking place should be made by the organisation concerned until the booking has been formally confirmed.

Once a letting has been approved by (or on behalf of) the Governing Board, the Hirer will sign a copy of the Hire Agreement, this can be found in the School Hire Portal. Payment is made upfront via Schoolhire Solutions Ltd. The school does not generate any invoices .

The Hirer needs to supply required information that must be attached to the School Hire Portal .

In order to offset the costs of services, staffing etc, all lettings fees which are received by the school, will be paid into the school's Disbursement Account (which are funded from the school's delegated budget). Income and expenditure associated with lettings will be regularly monitored and reported to the Governing Board via the Resources Committee.

7. Public Liability and Accidental Damage Insurance

Each Hirer will be expected to separately arrange public liability and accidental damage insurance (see Section 9 - Terms and Conditions).

8. Child Protection

Any Hirer submitting a lettings request involving working with children and/or young people must submit to Schoolhire Solutions Ltd a signed copy of their current Safeguarding and Child Protection Policy

9. Terms and Conditions for the Hire of the School Premises.

All this information is available in the Schoolhire Solutions Ltd portal . All enquiries about lettings generally should be made Schoolhire Solutions Ltd on our website.

All terms and conditions set out below must be adhered to. The "Hirer" shall be the person making the application for a letting, and this person will be personally responsible for payment of all fees or other sums due in respect of the letting. They must also state whether a charge will be made for admission and the purpose to which the proceeds of the function will be devoted.

9.1 Occupation

The rules and regulations with regard to the use and occupation of accommodation in educational establishments outside normal hours of instruction, or any variations thereof or additions thereto which shall at any time, from time to time, be decided by the Governing Board and Croydon Borough Council notified to the applicant, hereafter called the Governors, are deemed to be embodied in and to form part of these conditions and use of occupation of such accommodation shall be deemed to be an acceptance of these conditions, and of any liability arising thereunder.

9.2 Status of the Hirer

Lettings will not be made to persons under the age of 18, or to any organisation or group with an unlawful or extremist background. The hire agreement is personal to the Hirer only, and nothing in it is intended to have the effect of giving exclusive possession of any part of the school to them or of creating any tenancy between the school and the Hirer.

If a particular letting involves contact with the school's pupils or other young people then:-

- (a) Any organisation submitting a lettings request involving working with children and/or young people must submit to Schoolhire Solutions Ltd evidence that appropriate policies and procedures are in place with regard to safeguarding children and child protection and provide evidence to the school of criminal record checks relating to all staff and others working closely with children. The Governing Board will ensure that there are arrangements in place to liaise with the school on these matters.
- (b) The Governing Board, through Schoolhire Solutions Ltd, requires criminal records checks (DBS) relating to staff and other adults using school premises at a time when school pupils or other young people may be on site.
- (c) The Governing Board, through Schoolhire Solutions Ltd, will require evidence of appropriate qualifications for hirers using facilities for specific activities.
- (d) Where the activity is for example an after school sports club, sports coaches must also follow the Local Authority Guidelines for Working in Schools.
- (e) In the event of the Hirer not arriving, contacting the Schoolhire Solutions Ltd, or not being contactable within half an hour of the commencing time, the school will be secured and the letting considered to be cancelled by the hirer. In this event, no money will be refunded.
- (f) In the case of Youth organisations, a responsible adult must be in charge for the period of hire. If the hiring finishes earlier than the time stated, a responsible person must remain on the premises until Schoolhire Solutions Ltd staff arrive to lock and secure the premises; it will be necessary for the Hirer to sign the Schoolhire Solutions Ltd's letting sheet to confirm that hiring has been completed within the terms of the agreement.

9.3 Termination, Cancellation or Suspension

The conditions in regard to termination or suspension of agreements for the use and occupation

of the accommodation are as follows:

- (a) The school may close the accommodation for such period or periods as may be necessary from time to time for the carrying out of maintenance work to the premises. Whenever possible, early notice will be given by the Governing Board and a reduction will be made in the charges in proportion to the period of closure.
- (b) Hirers who have been granted regular use of accommodation must be prepared to relinquish it at short notice if required to do so by the Governing Board, for the extension of its work or for election purposes.
- (c) The Governors, via Schoolhire Solutions Ltd, reserve the right, for any reason which it considers adequate, to withdraw permission to occupy the accommodation on any particular date or dates or for any entitlement for the occupier to make any claim whatsoever against the Governors, but any payment made to the school for the period involved will be refunded.
- (d) This agreement may be terminated by either party at a date earlier than the termination date by giving to the other at any time at least 1 months' notice in writing which shall include an explanation for the reasons subject to the right of either party in respect of damages or costs incurred as a result of such early termination. No payment other than a refund of the paid hire fee will be made by the Governing Board.
- (e) The Governing Board, via Schoolhire Solutions Ltd, may terminate this agreement immediately in the event that the Hirer is found to be in a fundamental breach of the terms of this agreement which in the reasonable opinion of the Governing Board is not capable of being remedied and no Hire Fee (or part thereof) shall be refundable.

The Hirer may cancel individual sessions at any time by contacting the Schoolhire Solutions Ltd. If a booking is cancelled with two or more weeks' notice prior to the session, the full amount of the fee for that session shall be refunded. If a booking is cancelled with one week or more (but less than two weeks') notice, 50% of the fee for that session shall be refunded. The Hirer shall pay the full fee for bookings cancelled with less than one week's notice.

9.4 Refusal of Permission

No occupation is permitted, which, in the opinion of the Governing Board, is likely to create disturbance, cause any inconvenience to the residents in the neighbourhood, interfere with any other occupiers or in any other way appear unsuitable to take place on the school's premises.

The Governing Board reserves the right to refuse any application or cancel any letting at anytime without written notice. On the termination of the hiring under this condition the school shall return to the Hirer all or any part of any money paid but shall not be under any liability for any loss or damage arising out of such termination.

9.5 Private Purposes

The use of accommodation shall not be granted to private individuals for private purposes.

Without prejudice to the rights of candidates at parliamentary and local government elections under the Representation of the People Act 1983, the use of accommodation shall not be permitted if the use is or in the opinion of the Council appears to be for the political indoctrination of children of compulsory school age.

9.6 Priority of Use

Schoolhire Solutions Ltd will resolve conflicting requests for the use of the premises, with priority at all times being given to school functions.

9.7 Attendance

The Hirer shall be responsible for ensuring that the number of persons using the premises does not exceed that for which the application was made and approval given.

9.8 Behaviour

The Hirer shall be responsible for ensuring the preservation of good order for the full duration of the letting and until the premises are vacated.

9.9 Public Safety

The Hirer shall be responsible for the prevention of overcrowding (such as would endanger public safety), and for keeping clear all gangways, passages and exits. The Hirer shall be responsible for providing adequate supervision to maintain order and good conduct, and - where applicable - the Hirer must adhere to the correct adult/child ratios at all times. The Hirer shall be informed of the maximum number of attendees for each venue at the time of hire application.

The Governing Board reserves the right to limit the number of people admitted to the premises depending on the type and size of accommodation hired.

Main Sports Hall (22m x 16m approx)

Small Sports Hall (17m x 16m)

In the event of an emergency, all occupants must leave the school by the nearest marked exit and assemble at the venue area as advised to them by the Hirer. The Hirer is responsible for familiarising themselves with emergency exits and must ensure that participants are aware of emergency evacuation procedures and assembly points. It is good practice to carry out emergency evacuation drills at suitable intervals. The Hirer must, at all times whilst participants are on site, have immediate access to participants' emergency contact details, and have access at all times to a mobile phone.

The Hirer is responsible for the checking of qualifications and criminal records checks (DBS).

9.10 Own Risk

It is the Hirer's responsibility to ensure that all those attending are made aware of the fact that

they do so in all respects at their own risk.

9.11 Damage, Loss or Injury

The Hirer warrants to the Governing Board that it has appropriate public liability insurance to cover all its legal liabilities for accidents resulting in injuries to persons (including all participants in the activity for which the premises are being hired), and/or loss of or damage to property, including the hired premises, arising out of the letting. The minimum limit for this insurance cover is £2 million. The Hirer must provide a copy of the appropriate schedule of insurance cover before the letting can be confirmed and must remain insured whilst hiring facilities.

The Hirer is required to undertake a Risk Assessment.

Neither the school, nor the Local Authority, will be responsible for any injury to persons or damage to property arising out of the activities undertaken and supervision thereof during the letting of the premises.

The Governing Board shall not be liable for any loss, theft or damage suffered by the Hirer including vehicles parked on the premises, as a direct or indirect result of the performance of this hire agreement being prevented, hindered or delayed by reason of any act of god, riot, strike or lockout, trade dispute or labour disturbance, accident, breakdown of plant or machinery, fire, flood, difficulty in obtaining workmen's materials or transport, electrical, power failures or other circumstances whatsoever outside its control and which affect the provision by the School of access to or use of the Premises

The school will inform the Hirer of any areas within the scope of the letting arrangements where asbestos has been identified, if there is a foreseeable risk of potential damage arising from the specific hire use of the building.

9.12 Furniture and Fittings

Furniture and fittings shall not be removed or interfered with in any way. No fittings or decorating of any kind necessitating drilling, or the fixing of nails or screws into fixtures which are part of the school fabric, are permitted. In the event of any damage to premises or property arising from the letting, the Hirer shall pay the cost of any reparation required.

Flags, other than flags and emblems which are peculiar to scouts, guides and similar youth organisations, no decorations flags and emblems are permitted without consent in writing from the school. No bills or posters may be placed on any part of the building including inside or outside walls, without gaining prior consent from the Schoolhire Solutions Ltd.

9.13 School Equipment

This can only be used if requested on the initial application form, and if its use is approved by the Headteacher or School Business Manager. Responsible adults must supervise the use of any equipment that is issued and ensure its safe return. The Hirer is liable for any damage, loss or theft of school equipment they are using, and for the equipment's safe and appropriate use. Use

of the schools resources, including telephones and photocopiers is not included in a letting arrangement, unless expressly agreed at the time of the letting. The school office will not be available during the time of the letting and the Hirer must have access to a mobile phone throughout the letting, in the event of an emergency.

9.14 Hirer's Equipment

The Hirer should state on the hire agreement any equipment he/she intends to bring into school. They are responsible for ensuring the suitability of the equipment and for ensuring that it is in good order.

Any electrical equipment brought by the Hirer onto the school site MUST comply with the Local Authority Code of Practice for Portable Electrical Appliance Equipment. Equipment must either have a certificate (Portable Appliance Test) of safety from a qualified electrical engineer or be inspected by, or on behalf of, the Local Authority. The intention to use any electrical equipment must also be notified on the application.

Any of the Hirer's own equipment should be brought into and removed from school within the time booked.

9.15 Car Parking Facilities

Subject to availability, the Hirer and other adults/visitors involved/attending the letting may use the school car parking facilities if requested at the initial enquiry for a booking. Neither the school nor the Local Authority will accept any responsibility in terms of damage, theft or loss of any car left in the car park during the hire period.

9.16 Toilet Facilities

Access to the school's toilet facilities is included as part of the hire arrangements.

9.18 First Aid Facilities

There is no legal requirement for the school to provide first aid facilities for the Hirer. It is the Hirer's responsibility to make their own arrangements, which may include the provision of first aid training for supervising personnel, and the provision of a first aid kit, particularly in the case of sports lettings.

9.19 Food and Drink

No food or drink may be prepared or consumed on the property without the direct permission of the Schoolhire Solutions Ltd, in line with current food hygiene regulations. All litter must be placed in the bins provided – with due regard being given to school recycling facilities or bagged and removed from the school site.

9.20 Alcohol/Drugs

No intoxicants/drugs shall be brought on to or consumed on the premises. Any person thought to

be under the influence of drugs must be refused admittance by the Hirer.

Alcohol may be permitted on to the premises for consumption only. This will be agreed on a case by case basis and may be subject to additional cost. The Hirer must inform Schoolhire Solutions Ltd at the time of booking if alcohol will be consumed during the hire.

9.21 Dogs

Dogs are not permitted on the school site at any time.

9.22 Smoking

The whole of the school premises is a non-smoking area, and smoking, including e-cigarettes, is not permitted within school buildings or on school grounds at any time.

9.23 Copyright or Performing Rights

The Hirer shall not, during the occupancy of the premises, infringe any subsisting copyright or performing right, and shall indemnify the Local Authority against all sums of money which the Local Authority may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

9.24 Sub-letting

The Hirer shall not sub-let the premises to another person.

9.25 Charges

Hire charges are reviewed annually and current charges are set out in the Hire Agreement.

9.26 Variation of Scales of Charges and Cancellations – Regular Occupants

The Hirer acknowledges that the charges given may be increased from time to time (they will be reviewed by Schoolhire Solutions Ltd on an annual basis) and that the letting may be cancelled, provided that in each circumstance at least 5 working days notice is given by either party to the hire arrangement. The Hirer may be charged for the letting if insufficient notice (i.e. less than working 5 days) is given to cancel the Hire Agreement. It is the Hirer's responsibility to notify participants (parents where participants are of school age), preferably in writing, of any changes in dates or venues at least one week in advance.

9.27 Payment for letting

The person applying to hire the premises will be charged as soon as the Letting has been confirmed by Schoolhire Solutions Ltd. Hirers pay in advance to Schoolhire Solutions Ltd.

The amount payable for any occasional occupation shall be in accordance with appropriate scale

of charges in force at the date of the receipt of the application (irrespective of the date of actual occupation) provided this is not more than three months before the date of proposed occupation. Applications accepted more than three months before a price change will be notified as soon as possible.

9.28 One –off Events

These have to be booked via Schoolhire Solutions Ltd.

9.29 Security

Schoolhire Solutions Ltd will be responsible for the security of the premises before, during and after the hire, and for the cleaning of the premises after its use. This cost will be included in the charge for the letting.

9.30 Right of Access

The Governing Board reserves the right of access to the premises during any letting. The Headteacher, Schoolhire Solutions Ltd or members of the Governing Board or School Community/Resources Committee, may attend to monitor activities from time to time.

9.31 Conclusion of the Letting

The Hirer shall, at the end of the hire period, leave the accommodation in a tidy condition, all equipment being returned to the correct place of storage. If this condition is not adhered to, an additional charge may be made.

9.32 Vacation of Premises

The Hirer shall ensure that the premises are vacated promptly at the end of the letting. The Hirer is responsible for supervising any children taking part in an activity until a responsible adult collects them.

9.33 Promotional Literature/Newsletters

A draft copy of any information proposed for distribution which contains any reference to the school must be submitted for approval by Schoolhire Solutions Ltd at least one week prior to proposed distribution by the Hirer. The Hirer must state clearly in any notices they issue the identity of the organisation and should not give the impression that the Governors or School is in any way connected with the function.

10. Facilities Available and Restrictions on Their Use

10.1 General Maintenance

The hours during which the use and occupation of educational establishments may be permitted when not required for education purposes, are as follows:

- Term Days (Monday – Friday) 5:00pm to 10:00pm
- School Holidays 9:00am to 10:00pm
- Saturdays 9:00am to 5:30pm
- Sundays 9.00am to 2.00pm

The use and occupation of accommodation is not normally permitted on all public holidays, Christmas Eve, or the day before Good Friday to the end of the following week, but permission may be granted in agreement with Schoolhire Solutions Ltd.

Lettings will be agreed on an annual basis and may not be permitted on an INSET

day.

10.2 Accommodation Excluded

No occupation of medical inspection rooms, staff rooms, office accommodation or specialist rooms (e.g. laboratories, libraries) is permitted, nor of the kitchens or other facilities of the school meals services, except as provided in condition 10.4.

10.3 Furniture

The Hirer shall use the school's furniture only and must not introduce any other article of furniture without the school's prior permission. The Hirer should consult Schoolhire Solutions Ltd on the moving of furniture from the position used for educational purposes. Dining tables cannot be used for any unhygienic purposes particularly for displaying old clothes, etc, at jumble sales.

10.4 Refreshments

In connection with the serving of other refreshments, the use of separate scullery facilities may be granted where available on the payment of an additional charge on the following conditions:-

(a) The facilities provided may be used for heating water and washing-up only, unless prior consent has been gained from Schoolhire Solutions Ltd.

(b) The School's crockery, cutlery, cooking equipment or urns **must not** be used.

Apart from water, heating and washing-up facilities, no other equipment or area of the kitchen premises (e.g. cloakrooms or toilets) may be used.

10.5 Indemnity

To the extent permitted by the UNFAIR CONTRACT TERMS ACT 1977, the occupier shall save the Governors harmless* and keep it indemnified from and against all actions, claims, demands, costs,

losses, and expenses which may be brought or made against it or sustained or incurred by it howsoever arising directly or indirectly out of or in connection with the permission to use the accommodation in respect of any of the following matters:

- (a) Death or personal injury to any person;
- (b) Loss of or damage to any property belonging to the Governors;
- (c) Loss of or damage to any property belonging to the occupier;
- (d) Loss of or damage to any property belonging to any person other than the occupier or the Governors;
- (e) Any other loss or injury which may be incurred or suffered by the occupier or by the Governors or by any other person or persons attending or present and shall not make any claim against the governors in respect of any of the said matters.

The foregoing undertaking shall extend to and include all and every one of the Governors' employees or agents whether now or hereafter in the Governors' employ. For this purpose the occupier shall be deemed to acknowledge that in respect of this condition the Governors are acting on their own behalf and as agent for its employees and agents as aforesaid provided that in respect of any claims or proceedings against such employees or agents this condition shall apply only to acts within the scope of their employment by the Governors.

*The term "save harmless" is used to relieve the Governors from liability in respect of any claim the person giving the indemnity may himself have against the Governors as a result of or in connections with the granting of the facilities.

The occupier is required to be insured and remain insured against its legal liabilities to the third parties for both personal injury and property damage, including damage to the occupied premises. Such insurance shall be effected with a reputable insurance company to minimum value of £2,000,000 of any one accident. When requested by the Governors, the occupier shall furnish evidence that such public liability and accidental damage insurance is in force and produce the insurance policy and latest premium receipt.

10.6 Copyright

If any copyright music or copyright stage play is to be performed any necessary consent to the copyright owners or their agents must first be obtained. (The Performing Rights Society Ltd, 2 Pancras Square, N1C 4AG, acts as agents and any enquiries should be made of the Society regarding payment of music copyright fees)

10.7 Entertainment Licence

The premises may not be used for certain kinds of entertainment open to the general public unless the premises are licensed annually for the purpose or an occasional license has been obtained from the Environment Service Department.

10.7.1 Notes on Entertainment Licenses

The Croydon Borough Council is the authority for the licensing of places of entertainment. Licenses are necessary for premises used for the following kinds of entertainment:-

- Public Music
- Public Dancing (i.e. dancing by performers or by the public)
- Private music promoted for private gain
- Private dancing promoted for private gain (i.e. for the person's own pocket not for school, college or institutional funds)
- Public Performance of plays
- Film exhibitions (including video but not live television)
- Film exhibitions which are permitted for private gain (unless the sole or main purpose of the exhibition is to demonstrate any product, to advertise any goods or services or to provide information, education or instruction)
- Public exhibitions of boxing or wrestling other than exhibitions provided:-
 - (a) by members of the Scout Association or of any organisation constituted by the Scout Association, in pursuance of their charter.
 - (b) by any school.
 - (c) by a bona fide association, club, hospital or society not carried on.

11. General

Failure to comply with these regulations in any part may render the Hirer ineligible for further hire and may force immediate termination.

No gratuity is to be paid to the Schoolhire Solutions Ltd or cleaners who are the employees of the school or who are contracted by the school.

The Schoolhire Solutions Ltd must approve of all advertising and posters concerning the use of the premises.

12. Policy Review

This policy will be reviewed and approved annually by the Resources Committee.

Signed by

_____ **Chair of Resources Committee Date:**

_____ **Chair of Governors Date:**

_____ **Headteacher Date:**

**School VAT Guidance
Hire Of Facilities – Sport**

If facilities are let for playing any sport or for taking part in any physical recreation the supply is normally standard-rated. However, if the let is for over 24 hours or is for a series of sessions the supply may be exempt.

The following is an extract from HM Customs and Excise VAT Notice 732: Land and Property:

5.3. – Lets for over 24 hours – If you make a single let of sports and physical recreation facilities for a continuous period of over 24 hours to the same person your supply is exempt (unless you have opted to tax). However, the person to whom you let the facilities must have exclusive control of them throughout the letting period.

5.4. – Lets for a series of sessions – If you let out sports and physical recreation facilities for a series of sessions your supply is exempt (unless you have opted to tax) when you meet ALL the following conditions :

1. The series consists of 10 or more sessions.
2. Each session is for the same sport or activity.
3. Each session is in the same place, although a different pitch, court or lane or different number of pitches, courts or lanes is acceptable.
4. The interval between each session is at least 1 day but not more than 14 days. The duration of the sessions may be varied; however, there is no exception for intervals greater than 14 days through the closure of the facility for any reason.
5. The series is to be paid for as a whole and there is written evidence to the fact. This must include evidence that payment is to be made in full whether or not the right to use the facility for any specific session is actually exercised. Provision for a refund given by the provider in the event of the unforeseen non-availability of their facility would not affect this condition.
6. The facilities are let out to a school, club, association or an organisation representing affiliated clubs or constituent associations, such as a local league.
7. The person to whom the facilities are let has exclusive use of them during the sessions.”