

LETTINGS POLICY

This Policy links with:

- **Health and Safety Policy**
- **Safeguarding: Child Protection Policy**
- **Prevent Risk Assessment**

| | |
|---|------------------------------|
| Date of Latest Review: | September 2023 |
| Next Review Date: | September 2024 |
| Policy Available for Staff at: | School Website |
| Policy Available for Parents at: | Main Office – School Website |
| Headteacher: | Ms M Roberts |

1. Policy Statement and Principles

Definitions

'The Hirer' denotes the organisation, body or person hiring or booking the facilities as named on the Application for Letting Booking Form.

'Associates' denotes those associated with the Hirer such as team members, session leaders, course organisers, coaches, trainers, parents of team members, visitors and any other person associated with the Hirer.

'The letting' denotes the entire period of use as provided on the Application for Letting Booking Form in the form of start date and finish date including all times of hire.

'The School' denotes St Joseph's College premises and grounds.

Introduction

St Joseph's College has facilities within the school that are available to hire. The hiring of the school premises by the community and local businesses is welcomed by the Governing Body. This policy sets out to advise all hirers of the school's Terms & Conditions regarding the letting of any area of the school. All lettings are subject to permission being granted by the school. The school reserves the rights to restrict any external lettings to particular hours of the day, days of the week and areas of the premises to minimise overhead costs and security risks and gives priority to school use. In line with the school's **PREVENT Risk Assessment** the premises will not be hired out to extremist groups or those who popularise hatred or intolerance of those with protected characteristics

The policy aims to:

- Provide suitable accommodation to let.
- Ensure value for money for both hirer and school.
- To benefit the Local Community by providing facilities for a wide range of interests in conjunction with the community use agreement.

The School premises are provided essentially for educational purposes and shall not be let in such a manner as to prejudice their use for this purpose.

The School shall determine in advance the duration of a letting.

The School letting year runs from September to August. The letting can run for any period between these dates except during school closure dates that may arise owing to extra ordinary circumstances. Those wishing to hire in July/August during the school holidays must contact the school to discuss requirements and availability.

The Hirer is responsible for ensuring that they and their associates comply with all terms and conditions of the letting at all times and obey all rules set by the school and additional instructions from school staff as appropriate to the letting.

The Hirer and their associates must comply with such additional conditions as the Headteacher may require in writing, to be observed for a particular letting and must not re-let any part of the premises without prior written agreement of the school.

Start and end dates must be supplied on the booking form (Appendix 2) and all dates within that period will be chargeable except during times of school closure as specified on the school calendar.

2. TERMS AND CONDITIONS OF USE

2.1 GENERAL:

These terms and conditions are binding upon any individual, person, club or organisation hiring the School; Sports Hall (Fortiter Building), MUGA (Multi Use Games Area), Fitness Suite, School Hall, Drama Studio, Sports Fields (hereafter Sports Facilities), Classrooms (Brothers House).

2.1.1 The Hirer must be over the age of 18 years (Parents or guardians of under 18's must sign on their behalf).

2.1.2 The School may only be used for the purpose and period shown in the official confirmation of booking. No transfer of booking and no sub-booking is allowed. Bookings made in advance are subject to the condition that the scale of charges in force on the date of the function will apply. The School reserves the right to amend or vary these conditions. Users will be notified of any such amendments one calendar month in advance of any such amendment becoming operative by publication on the School Website. A copy of these conditions (as amended from time to time) is available for inspection at the premises and conditions applicable to hiring are those in force at the time of hire.

2.2 FACILITIES:

2.2.1 It is the responsibility of the hirer to ensure that the School is left in a clean and clear condition, ready for the next users. Noncompliance with the above will be subject to a charge. Any equipment supplied to the hirer as part of the hire agreement must be left as found, and any damage reported to the **Estates Manager 01782 848008** as soon as is reasonably practicable. Hirers are not permitted access to any storeroom, without prior consent.

2.2.2 Fire doors must be left clear at all times, and they must not be used unless in an emergency as they are alarmed.

2.2.3 SMOKING AND THE CONSUMPTION OF ALCOHOL OR MISUSE OF ANY SUBSTANCES IS PROHIBITED THROUGHOUT THE SPORTS FACILITIES AND WITHIN THE SCHOOL.

2.2.4 PARKING

Car parking is provided for users of the School however the management cannot accept responsibility for any loss or damage to vehicles whilst in the car park on the school grounds. Such vehicles are left entirely at the owner's risk.

2.2.5 FOOTWEAR

Please note the Sports Hall and Drama Studio have a specialist flooring and appropriate non marking indoor shoes should be worn at all times unless a protective floor covering is in place. On the MUGA, any form of studs or rubber blades **may not be worn** in the interest of health and safety and the individuals' wellbeing.

2.2.6 CATERING

No food or open drinks may be brought into the School without prior consent. Please request this at the time of booking and guidelines will be given. Only drinks in non-spill/sports cap plastic bottles are authorised for use. There is a drinks fountain found immediately outside the sports hall doors and outside the DT block. Please encourage drinking in this area.

2.3 REGISTERS:

Hirers are required to complete a register of attendees at the beginning of every session which they must use to ensure everyone is accounted for in the event of an emergency. This includes all members of the group i.e. parents if they are spectating.

2.4 PAYMENT OF CHARGES:

2.4.1 CHARGES

A list of charges for the use of the facilities is found on the booking request form. These are subject to change at the beginning of September every year. The hirer will be responsible for obtaining up to date information. A reduction of £4 is awarded to events lasting 2hrs or more.

2.4.2 CASUAL HIRE

Casual hire is deemed as being 'one off' or non-frequent and non-patterned bookings. Payment must be made at the booking stage. If the booking is made for some time ahead, (i.e., a period of three months or over in advance) the hirer is subject to a deposit of 20% and will be charged at the rate in force at the date of the function. The balance of payment must be paid no less than 24 hours before the event, or the facilities will not be made available to them. The deposit will also be forfeited under these circumstances.

2.4.3 BLOCK BOOKINGS

These are bookings for **ten or more sessions** where there is no more than two weeks between individual sessions. Refunds may be made in the event of unforeseen non-availability of the facility. The full amount must be paid upon receipt of an invoice. Bookings are provisional until the booking form has been returned and the request has been confirmed

2.4.4 VAT Exemption

Bookings of less than 10 individual sessions (of the same consecutive time slot) will incur a VAT charge (presently 20%). See Appendix 5 (VAT Community Use Sports Hire)

2.4.5 Pre Session Induction

Prior to the first session, the group leader, who will be in attendance at every session must complete an induction of the facility where the terms and conditions of the booking will be agreed and the emergency procedures will be explained. (Appendix 3)

2.5 INSURANCE:

Those hirers who are affiliated to National clubs or organisations must provide a copy of a relevant and valid (for the period of hire at least) insurance certificate and Public Liability Insurance for £10,000,000. Non-affiliated clubs and those which are groups organised by individuals must decide whether they require insurances for the purpose of their activity. In the case of any contact sport, or a sport which involves combat skills (such as fencing or any form of swordsmanship) insurances are mandatory. Non – Sporting PLI for other facilities is £5,000,000.

2.6 CHILDREN AND YOUNG ADULTS:

Children (under 16) and young adults (16 and 17 year olds) are very welcome to use the Schools Facilities under the following conditions:

- all clubs which have children and/or young adults as members must hold insurance for injury and public liability up to £10,000,000 and provide a copy of their valid insurance certificate at the time of booking to be kept on file.
- that a copy of the Child Protection in Sport Units , "Standards for Safeguarding and Protecting Children in Sport" is read and understood by the hirer who shall be over 18 years old.
- that the organization is able to produce a copy of their policy document to be kept on file.

2.6 CHILDREN AND YOUNG ADULTS Continued:

- that any stipulation within the aforesaid policy is adhered to with regard to risk.
- that the hirer satisfies national legislation in relation to adult/child ratios for supervision purposes.
- that the hirer satisfies national legislation with issues surrounding child protection.
- that the hirer carries out an **enhanced Disclosure and Barring Service (DBS) check on all coaches, assistants and volunteers who will be involved in running sessions at the School as part of their safeguarding procedures.**
- that the group leader notifies parents or carers of their insurance details.
- that any accidents that occur are reported to the **Estates Manager 01782 848008** as soon as is reasonably practicable, especially in the event of serious injury or hospitalisation.

Useful websites for guidance in producing a child protection policy (A hard copy of each can be requested from the Director of Sport)

Keeping Children Safe in Education 2023-24-[Keeping children safe in education 2023 \(publishing.service.gov.uk\)](https://publishing.service.gov.uk/2023/02/27/keeping-children-safe-in-education-2023)

- Child Protection in Sport Unit, A framework for safeguarding and protecting children in and through sport in Wales
- [file:///C:/Users/rchristopherson/Downloads/welsh-framework%20\(1\).pdf](file:///C:/Users/rchristopherson/Downloads/welsh-framework%20(1).pdf)
- Child Protection in Sport Unit, Standards for Safeguarding and Protecting Children in Sport
- <https://thecpsu.org.uk/resource-library/2013/standards-for-safeguarding-and-protecting-children-in-sport/>
- International Safeguards for Children in Sport
<file:///C:/Users/rchristopherson/Downloads/international-safeguards-for-children-in-sport-website.pdf>

2.7 SECURITY:

The School will not be liable for any loss or damage to any article left on the premises, howsoever caused. No valuable personal effects should be brought onto the premises. Every attempt must be made by the hirer to ensure the wellbeing of its group members for the duration of their visit. It is the hirer's responsibility to ensure all the group have vacated the area along with all belongings.

2.8 EMERGENCIES AND ACCIDENT INFORMATION:

2.8.1 FIRST AIDER

It is a condition of booking that all club/organised group hirers have a named, trained first aider present at every session. Copies of the relevant first aid certificates, or signed confirmation from the club that these are held, will be required at the time of booking. There are first aid facilities on site, but hirers are encouraged to bring their own first aid kits. In the case of an emergency, the hirer agrees to follow the School Emergency Action Plan (EAP) described during the compulsory induction meeting. It is vital that **all incidents or injuries are recorded in the accident and emergency book** and report all details of the incident to the Site Supervisor / SportsHall Supervisor in the first instance then the Director of Sport as soon as is reasonably practicable. There are defibrillators situated in the reception office of the Sports Hall, main school, VI Form building and pavilion at the playing fields.

2.8.2 INJURY TO PERSONS AND DAMAGE TO PROPERTY:

The School will not in any circumstances be responsible for injury to persons or any damage to or loss of goods or property brought onto the premises by the hirer or persons attending any meeting, function or event therein. It is the hirers responsibility to check all equipment and facilities prior to the commencement of the session and follow their own risk assessments appropriate for their activity.

2.8.3 DAMAGE TO PROPERTY

The hirer shall be liable on demand for any damage to the premises or the fixtures, fittings, furniture and any articles belonging to the School and caused by his/her use of the premises. The cost of such damage shall be assessed by an appointed loss adjuster or maintenance company whose decision thereon shall be final. It is important that if the hirer finds equipment or facilities in an unfit or hazardous state of repair at the commencement of the session that this is reported to the Site Staff Member / Sport Hall Assistant (who will take a record the damage) before the session continues and equally immediately reports any incidents of damage to the premises or equipment.

2.8.4 FIRE ALARM

False activation of the Fire Alarm will result in costs against the hirer; the system is monitored offsite by a remote station and will result in a False Alarm callout by Fire Authority. The Hirer/organiser will need to meet the Fire Authority in the event of an alarm activation and give an account of the people that were in the building and where the problem is. The Hirer will explain to all parties what they should do and where the Assembly point is in the event of the Fire alarm sounding.

2.8.5 CALLOUTS

Any callouts to security or site staff will be chargeable outside the normal hire period eg Callout to retrieve an item left after closure of the building has taken place.

2.9 Licence requirements / Events

2.9.1 Public Entertainment Licence

The promoters of entertainment and functions to which the public are admitted on payment shall be responsible for completing to the satisfaction of the Governors all formalities in connection with the use of the premises for that purpose. Where the Chief Fire Officer or Licensing Authority require additional facilities for the purpose of the letting (such as "Exit" signs or emergency lighting) which are not already installed, it shall be the responsibility of the Hirer to provide such facilities of an approved type and method of installation, and for their removal at the end of the Hire.

2.9.2 Payment for admission shall be deemed to include admission by tickets, programmes or any other methods by which the making of a payment entitles a person to admission.

2.9.3 No entertainment or function to which the public are admitted shall be allowed unless the premises are licensed for the purpose under the bye-laws of the Local Authority in whose area the premises are situated and all necessary regulations against fire are complied with. It is the responsibility of the Hirer to check that the necessary Licence is in place.

2.9.4 The Hirer is responsible during the function or entertainment for ensuring:

- i. all safety requirements and recommendations of any licensing authority are complied with;
- ii. any limitations on the numbers of persons admitted imposed by any licensing authority or Governors are complied with;
- iii. suitably qualified persons are employed to be responsible for the supervision of the premises and the conduct of those attending so as to avoid personal danger and damage to the premises.

2.9.5 A Premises licence will be required if the event is run by a third party, ie. Not PTA or the school. Currently the cost of the premises licence is £635 for application and £360 annual charge. Alcohol will not be permitted unless the hirer holds an alcohol licence **and the licensee is present at the event.** The school is not permitted to sell alcohol unless a premises licence and alcohol licence is held. A Premises Licence controls the hours of use and the permitted occupancy of rooms. Alternatively an individual can apply on behalf of the premises for up to 15 **TENs maximum hours 504hours to allow;**

- selling alcohol
- serving alcohol to members of a private club
- providing entertainment, eg music, dancing or indoor sporting events

2.9.6 Temporary Events Notice TEN (PTA)

Historically a PTA needed a TEN for the sale of alcohol and/or for 'regulated entertainment', however many of the activities outlined as 'regulated entertainment' have now been deregulated (from 6 April 2015). **A TEN is still required for the supply of alcohol i.e. sale by retail and 'proxy' sales (drinks included in the ticket price, donations for alcohol).**

A TEN costs £21 and is, in effect, a temporary licence authorising regulated entertainment and/or the sale of alcohol.

As a result of deregulatory changes that have amended the 2003 Act,

NO LICENCE IS REQUIRED for the following activities:

- **Plays:** no licence is required for performances between 08.00 and 23.00 on any day, provided that the audience does not exceed 500.
- **Dance:** no licence is required for performances between 08.00 and 23.00 on any day, provided that the audience does not exceed 500.
- **Films:** no licence is required for 'not-for-profit' film exhibition held in community premises between 08.00 and 23.00 on any day provided that the audience does not exceed 500 and the organiser (a) gets consent to the screening from a person who is responsible for the premises; and (b) ensures that each such screening abides by age classification ratings. The deregulation guidance further explains, "Under this exemption, one condition is that the film entertainment is not being provided with a view to profit. An entry charge does not of itself make the film entertainment licensable; it is whether the organiser intended to make a profit (that includes raising money for charity). A charge or contribution that is made solely to cover the costs of the film screening is consistent with 'not being provided with a view to profit'. The 'not with a view to profit' condition applies solely to the activity of exhibiting the film under this exemption. A charge with a view to making a profit may legitimately be levied for any other activity or event that is distinct from film admission, such as the provision of refreshments, film talks, or a social event."
- **Indoor sporting events:** no licence is required for an event between 08.00 and 23.00 on any day, provided that those present do not exceed 1,000.
- **Music:** no licence is required for a performance involving amplified live music and/or recorded music between 08.00 and 23.00 on any day, at the non-residential premises of a school, provided that the audience does not exceed 500, and the organiser gets consent for the performance on the relevant premises from the local authority concerned or the school.

- 2.9.7** The Hirer shall comply with all the provisions of the Copyright, Designs and Patents Act 1988. If the Hirer shall fail to do so any permission previously granted by the Governing Body to use the school premises shall be immediately cancelled and the Governing Body shall have the right to recover fees, charges or any other payments referred to in these Regulations.
- 2.9.8** The Hirer shall indemnify the Governing Body from and against all actions, proceedings, costs, claims or demands whatsoever, arising out of the performance of Copyright works on school premises.
- 2.9.9** The Hirer shall, immediately after any performance or function at which music has been performed or songs sung, complete, sign and return to the Performing Right Society a Performing Right Society Limited form obtainable from the Performing Right Society Limited, www.prsformusic.com.
- 2.9.10** If it is proposed to play a copyright record or tape in public, application for a licence to do so must be made to Phonographic Performance Ltd, www.ppluk.com. **A copy of which should be supplied on booking and kept on record.**
- 2.9.11** Evidence that the necessary licences have been obtained must be supplied to the school at least one week before the letting upon request.
- 2.9.12** **Gaming / Gambling**
No gaming is allowed except in accordance with the conditions of the Gambling Act 2005. A copy of these conditions is open for inspection at <http://www.legislation.gov.uk/> and the Hirer shall be deemed to have knowledge of the contents thereof whether or not s/he has availed him/herself of the opportunity of inspection.
- 2.9.13** **Raffles / Lottery**
Hirers are responsible for obtaining a licence, if required, to hold a raffle or similar lottery. The Hirer must inform the school of any such events in writing and provide the school with a copy of the licence obtained (if required) before the event. Please see guidance in appendix 5.
- 2.9.14.** **Hired area**
Access is strictly restricted to the hired area and any toilet facilities, entrances, exits and corridors as directed by the Governing Body. The Governing Body reserve to themselves, and their officials, the right to enter the hired area at all times on producing evidence of their identity.
- 2.9.15** **Fixtures / Fittings**
No notices or placards shall be affixed to, lean upon or be suspended from any part of the School premises. No bolts, nails, tacks, screws, pins or other similar objects shall be driven into any of the walls, floors, ceilings, furniture or fittings. The Hirer shall ensure that no persons using the permitted area wear shoes with stiletto heels or other footwear which may in the opinion of the Governing Body be damaging to the floor surfaces to be hired.

2.9.16 Mains operated equipment

Hirers wishing to bring onto the School premises any mains operated equipment must obtain permission from the School beforehand and satisfy that the items have been tested within the previous 12 months by a person approved by the school. The testing of appliances by the school can be arranged for a small charge subject to availability.

3.0 CANCELLATION OF BOOKINGS:

The School reserves the right to refuse any bookings without explanation and to cancel any bookings upon reasonable grounds. In the event of cancellation by the school, its representative will give written notice to the hirer if practicable and any fees or deposits already paid will be refunded, or alternative dates may be offered.

In the event of a booking being cancelled by the hirer, at least 24 hours notice shall be given to the school. If less than 24 hours notice is given by the hirer, they shall be liable for the full charges. The School will not be liable for any consequential loss. In particular hirers must note that on occasion facilities may be unavailable due to the need for repair, or for safety reasons, and whilst the School seek to give notice, it is not always practicable to give a reasonable period, or in some cases, any advance notice.

3.1 COMPLIANCE WITH CONDITIONS:

The hirer shall be responsible for ensuring that these conditions are strictly observed and must obey and observe all policies and regulations of the School or any other relevant Authority as appropriate. In the event of a refusal to comply with these conditions or any reasonable instructions by the School, the hirer and any persons attending the event may be excluded from the premises. The hirer will, however, remain liable in respect of hire charges. Any complaints connected with the hire of the premises should be made in writing to the School within seven days.

Appendix 1

St Joseph's College

Lettings Policy

Terms and Conditions of Hire Agreement

By signing this form you are stating that you have read, understand and will abide by these Terms and Conditions of hire stipulated in the School Lettings Policy:

Please PRINT

Hirer:

Hirer's signature:

Name of group / club (if appropriate):

Signature of St Joseph's College personnel:

Should you require this document in larger print or an alternative format please contact 01782 848008 or email SJCollege@stjosephsmail.com

Appendix 2.



St Joseph's College

FACILITY BOOKING FORM

| | | | |
|------------------------------|--|------------------------------------|--|
| Club/Organisation | | | |
| Contact Name | | 2nd Contact Name | |
| Contact No. & Mob | | Contact No. & Mob | |
| E-Mail Address | | E-Mail Address | |
| Address | | Address | |
| | | | |
| | | | |

| <u>Facility to hire:</u> | <i>Tick</i> | <i>Charge (exc. VAT)</i> |
|--|-------------|---|
| Sports Hall | | Indoor Football £38.00 / hr |
| | | Badminton £38.00 / hr |
| | | Cricket Nets £40.00 / hr |
| | | Basketball £38.00 / hr |
| | | Netball (Indoor) £38.00 / hr |
| | | Other Use Whole Hall (no equipment) £38.00 / hr |
| Multi Use Games Area (MUGA) | | Netball Court (outdoor) £29.00 / hr |
| Fitness Suite | | Group only qualified instructor required £29.00 / hr |
| Drama Studio / Main School hall | | E.g. Dance / Martial Arts P.O.A / hr |
| Other School rooms | | Brothers House Rooms Only P.O.A / hr |

(Prices as of September 2023)

*Note: Bookings of less than 10 individual sessions (of the same consecutive slot) will incur a VAT charge.
Bookings are provisional until the booking form has been returned and the request has been confirmed. A reduction of £4 is awarded to events lasting over 1 hr and up to 3 hrs. A further reduction of £2 on activities lasting over 3 hour will be awarded.*

| Date(s) of Hire: (Please specify) | Intended Use | Time(s): |
|-----------------------------------|--------------|----------|
| | | |
| | | |
| | | |
| | | |

- * **Data Protection.** In order to comply with the new GDPR regulations, St Joseph's College require your permission to store basic personal data. The data will only be used to enable St Joseph's College to contact you with information related to the hire of the facilities. The information will never be passed on to any outside agency or third party.
- * If you are willing to allow St Joseph's College to keep the data for the time related to the hire you provide on the above form, would you please sign in agreement.
- * I agree to allow my personal data to be stored by St Joseph's College

Name (please print): _____

Signature: _____



Appendix 3 HIRER INDUCTION CHECKLIST

This induction must be completed before commencement of the first hire and will include a tour of the relevant facilities.

The lead contact is the hirer with responsibility for the group and must be present at all times unless they designate a second contact to take on that responsibility and they have been named on the booking, are aware and compliant with the Terms and Conditions and have received this induction.

ORGANISATION NAME: _____

LEAD CONTACT: _____

2nd CONTACT: _____

NAME OF PERSON LEADING INDUCTION: _____

CHECKLIST for HIREES:

| | |
|---|--|
| Is aware that a register must be kept of all attendees on each occasion of hire so that this may be used to account for all the individuals in their care in the event of an emergency | <input type="checkbox"/> |
| Is familiar with the location of the fire exits | <input type="checkbox"/> |
| Is familiar with the procedure in the event of a fire and the location of the assembly point | <input type="checkbox"/> |
| Is familiar with the location of the changing facilities | <input type="checkbox"/> |
| Is familiar with the location of the first aid box / Defibrillator | <input type="checkbox"/> |
| Is familiar with the location of the incident book and understands what must be recorded | <input type="checkbox"/> |
| Understands the requirement that on each occasion of hire they must have amongst their party a trained first aider who is on-site at all times | <input type="checkbox"/> |
| Has £10,000,000.00 Public Liability insurance (Sports Hall) certificate required | <input type="checkbox"/> |
| Has £5,000,000.00 Public Liability insurance (Brothers House) | <input type="checkbox"/> |
| If working with children, young people (Under 16 Years) or adults at risk. Has read and produced a Safeguarding policy that will be adopted by the organisation a copy of which must be placed on file at the school and up to date | <input type="checkbox"/> <input type="checkbox"/> |
| If it is proposed to play a copyright record or tape in public, application for a licence to do so must be made to Phonographic Performance Ltd, www.ppluk.com | <input type="checkbox"/> |
| Has the hirer supplied a risk assessment for use of the facility | <input type="checkbox"/> |

Signatures:

Date:

LEAD CONTACT.....

.....

2nd CONTACT.....

.....

PERSON LEADING IN INDUCTION.....

.....

Appendix 4-

VAT Community Use Sports Hire

5.3 Lets for over 24 hours

If you make a single let of sports or 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. This condition is still met where a different pitch, court or lane is used (or a different number of pitches, courts or lanes), as long as these are at the same establishment).
4. the interval between each session is at least 1 day but not more than 14 days (for an interval to be at least 1 day, 24 hours must elapse between the start of each session). The duration of the sessions may be varied. 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.

Appendix 5 Gambling Commission Guidance 2015

Circumstances in which you do not need a lottery operating licence

Lotteries cannot be run for private or commercial gain.

There are some circumstances in which you **do not** need a lottery operating licence:

- **prize competitions and free draws**
- **fundraising** (except large society lotteries)
- **small society lottery**
- **incidental non-commercial lottery**
- **private society lottery**
- **work lottery**
- **residents' lottery**
- **customer lottery**
- **lottery ticket machines**
- **lottery syndicates**

Prize competitions and free draws

You do not need a licence to operate prize competitions and free draws. More information is available in our detailed advice **Prize competitions and free draws: the requirements of the Gambling Act 2005 - December 2009**. You should seek independent legal advice to confirm that your competition is lawful.

Fundraising

You can use certain types of lotteries to raise funds for good causes, for example societies, clubs and schools as well as registered charities. Read our introductory leaflet on **Running a lottery**, which sets out the available options or follow the links below for detailed information:

- **Small society lottery**
- **Incidental non-commercial lottery**
- **Private society lottery**

Small society lottery

The society in question must be set up for non-commercial purposes; e.g. enabling participation in or supporting sports, or cultural activity or charitable. Proceeds must not exceed £20,000 for a single draw and aggregate proceeds from lotteries must not exceed £250,000 in any one year. If you belong to a society or club that wants to run regular lottery draws or raffles, you can register with your local licensing authority to run a small society lottery. A fee will apply.

Promoting society and local authority lotteries contains in-depth guidance on the rules for small society lotteries.

Incidental non-commercial lottery

These are held at non-commercial events, such as school fetes etc. At such events where any money raised is not for private gain, you can run an incidental non-commercial lottery without a licence. All tickets must be sold at the location and the draw must take place during the event, which may last more than a single day. The promoters of the lottery may not deduct more than £100 from the proceeds in respect of the expenses incurred in organising the lottery, such as the cost of printing tickets, hire of equipment and so on. No more than £500 can be spent on prizes (but other prizes may be donated to the lottery) and the lottery cannot involve a rollover of prizes from one lottery to another.

Organising small lotteries contains in-depth guidance on the rules for incidental non-commercial lotteries.

Private society lottery

Any group or society, except those set up for gambling, and where the proceeds of the lottery go to the purposes of the society. If you run or are a member of a private society, as long as that society has not been formed for gambling, you can run a lottery or raffle for the benefit of that society without an operating licence from the Gambling Commission. Tickets can only be sold to members of the private society or guests on the society's premises.

Organising small lotteries contains in-depth guidance on the rules for private society lotteries.

Work, residents' and customer lotteries

Work lottery

These can only be run and played by colleagues at a particular place of work, but this type of lottery cannot make a profit so is unsuitable for fundraising. You can run a lottery for your employees at a single set of work premises without an operating licence from the Gambling Commission, unless your workplace is subject to a gambling premises licence. All of the proceeds from ticket sales must be spent on prizes and expenses.

Organising small lotteries contains in-depth guidance on the rules for work lotteries.

Residents' lottery

These can only be run and played by people living at a particular address, but this type of lottery cannot make a profit so is unsuitable for fundraising. You can run a lottery for the residents living in a single set of premises without a Gambling Commission licence. All of the proceeds must be spent on prizes or expenses.

Organising small lotteries contains in-depth guidance on the rules for residents' lotteries.

Customer lottery

These can only be run by a business, at its own premises and for its own customers. No prize can be more than £50 in value. This type of lottery cannot make a profit, and so is unsuitable for fundraising.

If you run a business and would like to run a lottery by selling tickets to customers on your business premises you can do so without an operating licence from the Gambling Commission, unless your business is subject to a gambling premises licence. The position is different in Scotland where customer lotteries can be promoted on licensed gambling premises, without an operating licence from the Gambling Commission. All of the proceeds (ticket sales) must be spent on prizes and expenses, there can be no profit.

Organising small lotteries contains in-depth guidance on the rules for customer lotteries.

