



**ST BRENDAN'S**  
SIXTH FORM COLLEGE

Faith in Learning

[Agenda 231115 § 11.16]

# COMMUNITY USE POLICY

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[www.stbrn.ac.uk](http://www.stbrn.ac.uk)

Broomhill Road, Brislington, Bristol, BS4 5RQ | 0117 977 7766 | [info@stbrn.ac.uk](mailto:info@stbrn.ac.uk)

Principal Marian Curran

Registered Charity: Clifton Diocese 1170168



## **Policy**

The College will make its buildings and facilities available for use by third parties in order to maximise income and, at the same time, provide a resource for the community in and around Brislington subject to the limitations given below.

The College will offer facilities under a licence to occupy agreement set out in its lettings documentation. The licence is not subject to VAT under the provisions of Section 31 of the VAT Act 1994 as explained in VAT Notice 742.

### **Limitations on community use**

Facilities will be made available to third parties at the discretion of the College and in such ways that the normal teaching and learning activities of the College are not impaired.

The College will not provide other services which may, taken together with the licence to occupy, create a supply subject to VAT such that the VAT threshold is exceeded in any one year.

The aggregate value of all licences issued in any one 12 month period shall not exceed 5% of the College's total income excluding the release of deferred grants.

No third party engaged in unlawful activities either on site or off the College site will be granted a licence to occupy.

The College reserves the right to decline any application to occupy its land or buildings and without giving reasons for its decision.

The College reserves the right to require payment, in full, in advance of any occupation.

Third parties' vehicles, equipment and property brought onto the College site is done so entirely at the owner's risk. The College cannot take any responsibility for damage, theft or loss to these and does not offer any insurance.

The hirer's policies and procedures to safeguard children or vulnerable adults will be assessed by the College, when appropriate, to ensure that robust safeguards are in place before granting a licence to occupy any College facilities.

Third parties hiring the College's facilities under a letting agreement must not be involved in activities, either on or off the College site, contrary to the Catholic Values of the College including but not limited to:

- They must not include or imply the denial of the Catholic Faith
- They must not involve the propagation of extremist political views
- They must not involve radicalisation to religious or other forms of extremism
- They must not include the incitement to hatred of any people based on race, religion, gender, disability, colour or any form of differentiation
- They must not involve the physical, psychological, material, sexual or financial exploitation of any person
- They must not exclude any person based on race, religion, gender, disability, colour or any form of differentiation from membership, engagement or activities of the hiring organisation where the hirer is an organisation or representative of an organisation.

It is the hirer's responsibility to ensure that all persons using the College's facilities under the hirer's agreement with the College comply with the above conditions. Any failure by any person related to the letting agreement to comply with the above conditions will be regarded as a breach of the terms of the letting. Any breach of the above conditions will result in the immediate termination of the letting agreement to occupy and no refunds will be made by the College under such circumstances and the full charges will be due from the hirer.

This Policy will form part of the Terms and Conditions of any Letting Agreement with third parties to occupy or use any facilities of the College.