



Policy Title:	Lettings Policy
Version:	1.3
Member of Staff Responsible:	Operations Manager
Approval Level:	Headteacher (Policy) Governing Body (Schedule of Charges)
Status:	Statutory
Date adopted by governing body:	01.10.2009
Cycle of Review:	Policy: 3 years Schedule of Charges: Annual
Date for next review:	Policy: 31.01.2026 Schedule of Charges: 06.02.2025

Change Record

Version	Date	Description
1.1	May 2017	References to ISA registration and CRB changed to DBS. T&C document to be signed by SBM on behalf of Governing Body.
1.2	Jan 2022	Increase of lettings charges. Surcharge for hirer out of hours. Requirement for charges to be paid in advance. Requirement to have a member of staff on site for all bookings. Job title updates.
1.3	26.01.2023	Added requirement for Hirer to complete Fire Safety Arrangements form. Additional charges payable if the hirer stays longer than booked times. Added linked table of contents.
	06.02.2024	Reviewed schedule of charges; no change

“Settle College promotes the safeguarding and welfare of children in its care; all policies support the “Child Protection Policy”

SETTLE COLLEGE**LETTINGS POLICY**

Whilst the Governing Body of Settle College recognises that the education of children is the prime purpose of our school, we are keen to see that the premises at our school are used for the benefit of the whole local community. This document outlines the policy of our school with regard to lettings. It sets out the facilities available, the charges and the responsibilities of the Governors and the users when the school premises are hired.

The Governing Body will not let the school premises:

1. To organisations or individuals whose purpose or character is (in the absolute discretion of the Governing Body) not in accordance with the ethos of the school; or
2. If the Governing Body or the Headteacher has any concerns regarding safeguarding of any person.

In deciding whether or not to let our premises the Governing Body will also have regard to the likelihood of any damage being caused to the premises, or neighbouring premises, and any nuisance that may arise, as a result of accepting the booking.

In any event, the Governing Body reserves the right to require a reference from a Local Authority or other reputable hirer, before any booking is accepted.

We will consider letting to any group able to comply with the terms and conditions outlined in this policy.

The final decision on compliance lies with the Governing Body.

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Applications

Organisations or individuals seeking to hire the school premises should contact Alison Rushton, Administrative and Finance Assistant, (a.rushton@settlecollege.n-yorks.sch.uk).

Following receipt of an enquiry, the enquirer shall be provided with a Hire Arrangements Information Pack which includes copies of the following:

- i. the School's Hire Arrangements documents;
- ii. the School's Terms and Conditions;
- iii. the Scale of Charges;
- iv. the application form.

All applications for the hire of accommodation must be made on the appropriate application form (H1) and submitted to the Operations Manager at least three weeks before the proposed date of the hire arrangement. A record of all enquiries shall be kept on file.

The person signing the application form will be considered to be the Hirer and in doing so will be in acceptance of the terms and conditions of the hire arrangement. Applications from young persons under the age of 18 must include the name, address and signature of the guarantor who shall be over the age of 18.

The Operations Manager will decide on the suitability of the application with consideration to:

- The priorities for hire arrangements agreed by Governors and set out in the school's hire arrangements policy;
- The availability of the facilities and staff;
- The school's equal opportunities, health and safety, and child protection policies.
- Health and safety considerations such as numbers of users, type of activity, qualifications of instructors etc.

Once a hire arrangement has been approved, a letter of confirmation will be sent to the Hirer. The Hirer will be invoiced for the cost of the hire arrangement in accordance with the Governing Body's current scale of charges. We will collect payment in advance in order to reduce any possible bad debts and/or a deposit to cover damage. This payment will be made by bank transfer directly into our Settle College account (full details will be provided). The income and expenditure relating to hire arrangements shall be clearly recorded by the school and reported under the guidelines for Consistent Financial Reporting.

The Headteacher on behalf of the Governing Body has the right to refuse an application and no hire arrangement shall be regarded as "booked" until approval has been given in writing and payment received in full. The reason for refusals shall be recorded on the application form and fully explained to the enquirer.

Charges

Whilst recognising that the School has a statutory duty to ensure that it does not suffer a net loss in hiring out accommodation, the Governors seek to set a scale of charges at a reasonable level that is not unduly onerous for those organisations within the community that operate on a voluntary basis.

Charges are set out in the Schedule of Charges.

The scale of charges shall be reviewed annually by the Governing Body for implementation from the beginning of the next financial year. The details of current charges shall be provided in advance of any hire arrangement being agreed and users shall be given 28 days' notice in writing of any variation to charges.

For the purpose of charging, the Operations Manager is empowered to determine to which group any particular individual or organisation belongs. They are also able to offer any discounts or agree a subsidy

for any hire arrangements, as they deem appropriate. The basis of charging will be determined by the purpose for which the hire arrangement is arranged.

The charges payable shall be those applying at the time of the hiring and not at the time of application.

The school reserves the right to require a deposit over and above the hiring charge that equates to 25% of the hire charge as a surety against damage to the premises (including any equipment) or the premises being left in an unacceptable condition necessitating their incurring additional costs for cleaning, caretaking or other expenses. Within 14 days of the end of the hire arrangement the deposit shall be refunded to the Hirer subject to any deductions that may be made for loss or damage to school premises/equipment.

The school is constrained by law to apply value added tax to all transactions where this is appropriate. The hire arrangement of rooms for non-sporting activities is exempt from VAT whereas sports hire arrangements are subject to VAT.

The minimum hire period shall be one hour.

For internal bookings which end after 19:45, the minimum surcharge shall be one hour.

The school will seek to recover any cost incurred by the school that is unavoidable and results directly from the cancellation of a hire arrangement. The timescale and charges for cancellations are set out in the Terms and Conditions of Use.

Management of Hire Arrangements

The Governing Body has delegated day-to-day responsibility for hire arrangements to the Operations Manager in accordance with the Governing Body's policy. Where appropriate, the Operations Manager may delegate all or part of this responsibility, such as security, child protection, etc to other members of staff, whilst still retaining overall responsibility for the hire arrangements process.

If the Operations Manager has any concern about whether a particular request for a hire arrangement is appropriate or not, they will consult with the Headteacher and/or Chair of Governors.

The school should ensure that the terms of any contract for hire arrangements such as sports activities, theatre groups, cubs and scouts, etc that will require the contractor to employ staff or use volunteers to work with, or provide services for children, regardless of whether they attend the school or not, also requires the contractor to adopt and implement the measures described in this guidance. They shall also monitor the contractor's compliance.

An annual report on hire arrangements will be delivered to the Governing Body and will include information on users, finance, incidents and accidents, enquiries and any hire arrangements refused.

Security

The Headteacher has delegated authority to determine the security risk for each hire arrangement and shall be responsible for allocating a continuous security presence or other control measure. Subject to prior arrangement, for internal bookings there will be a member of school staff on site for the duration of the booking, and if the booking ends after 19:45, this booking will only be accepted by prior arrangement between the hirer and the school and is subject to additional charges as detailed in the Schedule of Charges.

For security reasons, the school keys shall not be available to the Hirer. For use of the sports field outside school hours, a combination padlock will be fitted and the combination shared with the hirer. The hirer is responsible for ensuring the grounds are secured on exit.

The Hirer must use only that area of the premises hired and must observe any instructions given by the School concerning the areas available and unavailable.

The Hirer shall not have access to the school's landline telephone and shall be required to have access to their own acquired mobile phone for emergencies.

Safety

- The hirer shall provide a risk assessment for their activities on the school premises
- The hirer shall make appropriate first aid arrangements
- The hirer shall brief all persons appropriately regarding action to take in the event of a fire or fire alarm
- The school shall provide a contact telephone number for use in case of an emergency

Conduct of Users

The Hirer shall be present at all times during the hire and shall be responsible for the maintenance of good order; special attention shall be given to:

- The behaviour of those in attendance
- The appropriate use of facilities and equipment so as not to incur damage
- The interests of residents in the neighbourhood so that they are not disturbed or caused any inconvenience
- The clearance of any litter
- Other functions being held elsewhere on school premises so that they are not interfered with
- All those in attendance vacating the premises in an orderly manner and by the finishing time as stated on the application form

Smoking is not permitted anywhere on the school premises (including all grounds).

Animals, other than Guide Dogs, are not permitted anywhere on the school premises except with the express approval of the Governing Body.

Indemnity and Insurance

North Yorkshire Council and the school disclaim liability (so far as they are legally able to do so) for any injury or damage to persons or property upon its premises sustained during the hire.

The Hirer shall agree to indemnify North Yorkshire Council, its employees and agents and the school against all actions, proceedings, claims, damages, awards or costs in respect of loss, damage, death or personal injury during the period of hire or before or after that time unless such death or injury occurs as a result of the negligence or breach of duty of North Yorkshire Council, the school or their agents or employees.

The Hirer must be covered by public liability insurance policy with a minimum limit of £5 million including damage to the premises and its contents. It shall be necessary to produce documentary evidence of the cover when booking.

The Governing Body may at its discretion waive this requirement where the Hirer is an individual or small informal group of individuals (not using the school buildings for commercial or business purposes) who **do not** fall within the following definition and are not able to obtain public liability insurance:

- Members of any club, association or society which operates by subscription or entry fee;
- Any charity or individual organisation, carrying on business with a view to profit.

Cancellation

The Governors may end a booking arrangement by giving the User three months written notice to expire at any time.

The Governors may end the agreement immediately by notice given by them:

1. If at any time any payment due remains unpaid for more than [28 days or other] after becoming due;
2. If the user fails to remedy any breach of any conditions as set out in the terms and conditions of hire after being required to remedy such breach by [28 days] notice in writing;
3. If the User breaches any of the conditions as set out in the terms and conditions of hire which in the opinion of the Governors is incapable of being remedied and the Governors state this in a notice given by them;
4. In extreme cases the Governors may terminate this agreement summarily without notice if it has been shown that the User has not ensured that suitable arrangements are in place with regard to the safeguarding of children, vulnerable adults and child protection in line with the requirements of current legislation and any North Yorkshire Council safeguarding procedures.

The school will refund any sum paid less costs incurred.

The school shall not be held liable or be required to pay compensation for any loss sustained as a result of or in any way out of the cancellation of the hire.

Appeals Procedure

If a Hirer has a hire arrangement application rejected or agreement withdrawn they have the right to appeal to the Governing Body.

The appeal should be made in writing and will be presented at the next full meeting of the Governing Body.

The Hirer will be informed of any action and/or decision taken by the Governing Body.

The Governing Body's decision is final.

Complaints Procedure

If a Hirer is dissatisfied with any aspect of the service they have received, they should at the earliest opportunity attempt to resolve this with the staff at the school. Every effort will be made to resolve disputes between parties quickly and effectively.

In the event of a dispute, the complainant should proceed as follows:

1. The relevant member of staff should be contacted to try to resolve the problem;
2. If the matter cannot be resolved satisfactorily, the Headteacher should be contacted;
3. Where the Headteacher has failed to satisfy the complainant, the Governing Body (or an individual governor where delegated to do so) may review the case.

Having exhausted the steps above, all unresolved disputes or differences shall be referred to a single arbitrator who shall be determined by the school's Governing Body.

SETTLE COLLEGE

Schedule of Charges for Hire Arrangements

Internal Lettings

Gym	£37.00	per hour	For all lettings ending at 19:45pm or before.
Hall	£37.00	per hour	For all lettings ending at 19:45pm or before.
Drama Studio	£25.00	per hour	For all lettings ending at 19:45pm or before.
Conference Room	£30.00	per hour	For all lettings ending at 19:45pm or before.
Classroom	£20.00	per hour	For all lettings ending at 19:45pm or before.

All internal lettings will be subject to the following requirements:

- All bookings must include setting up/packing up time on the booking form and the cost of the letting will include this
- Any letting ending after 19:45pm, will be subject to agreement by the school and will be dependent on school staff availability. These later lettings will incur a surcharge of £30.00 per hour, for each hour after 19:45pm, with a minimum charge of 1 hour (see examples below)
- All bookings also incur an administration fee of £25 per booking
- Lettings of less than 10 sessions will be subject to VAT
- Lettings are subject to completion of booking forms, proof of Public Liability Insurance cover and affiliation to a professional organisation
- All hire charges for the booking will be paid prior to the booking taking place
- If the Hirer does not vacate the premises at the booked time, additional hourly charges will be payable following the hire.

Examples of Costs

<u>Room</u>	<u>Time</u>	<u>Duration (Hours)</u>	<u>Hourly Rate £</u>	<u>Booking ending after 19:45pm surcharge (£)</u>	<u>Total Cost per Booking</u>	<u>Additional Comments</u>
Gym	16:45pm to 17:15pm (inc setting/packing up)	1.5	37.00	N/A	£55.50	Includes access for setting up and packing up 15min before and after
Hall	19:00pm to 21:00pm	2	37.00	37.50	£111.50	Includes surcharge 1.25 hours x £30.00 for letting after 19:45pm
Classroom	17:00pm to 18:00pm	1	20.00	N/A	£20.00	
Drama Studio	19:00pm to 20:00pm	1	25.00	30.00	£55.00	Includes surcharge 1 hours for letting ending after 19:45pm (min 1 hour charge)

External Lettings

Football Pitches	£15.00	per hour	Minimum of 2 hour letting (exclusive hire)
Tennis Courts	£15.00	per hour	Minimum of 2 hour letting (exclusive hire)
Hard Court Area	£15.00	per hour	
All Weather Pitch	£15.00	per hour	

All external lettings will be subject to the following requirements:

- All bookings must include setting up/packing up time on the booking form and the cost of the letting will include this
- Any letting ending after 19:45pm, will be subject to agreement by the school who will assess the risks and make appropriate arrangements for site security
- All bookings also incur an administration fee of £25 per booking
- Lettings of less than 10 sessions will be subject to VAT
- Lettings are subject to completion of booking forms, proof of Public Liability Insurance cover and affiliation to a professional organisation
- All hire charges for the booking will be paid prior to the booking taking place

Examples of Costs

Room	Time	Duration (Hours)	Hourly Rate £	Total Cost per Booking	Additional Comments
Football Pitches	08:45am to 11:15am	2.5	15.00	£37.50	Includes access for setting up and packing up 15min before and after (min 2 hour charge as exclusive hire)
All Weather Pitch	18:00pm to 19:00pm	1	15.00	£15.00	
Tennis Courts	11:00am :13:00pm	2	15.00	£30.00	Minimum 2 hour charge (exclusive hire)
Hardcore Area	18:00pm to 19:00pm	1	15.00	£15.00	

All rates above are exclusive of VAT. VAT at the standard rate of 20% will be applied to invoices as per current VAT regulations. The VAT rate and amount will be shown separately on the invoice.

Value Added Tax Regulations

In accordance with current Value Added Tax regulations, the supply of sports facilities for playing any sport or participating in physical recreation normally incurs standard rated VAT of 20%. However, in certain circumstances organisations may be eligible for a VAT exemption for use of the following facilities:

- Sports pitches
- Sports halls
- Sports courts
- Sports equipment
- Gymnasiums
- Assembly halls

The supply of facilities for sporting activities can be exempt if all of the following criteria are met:

1. It is for a series of 10 or more periods of any duration;
2. Each period is for the same activity and at the same place,
3. The interval between periods is never less than one day or more than 14 days.
4. The fee for the hire arrangement relates to the whole series of sessions and is evidenced by a formal Hire arrangements contract issued by the Hire arrangements Service;
5. The use of facilities is exclusive to the customer or is a distinct or separate area/facilities;
6. The customer is a school, club, association, or organisation representing clubs and associations *and meets the criteria of an eligible body as determined by the HMRC;* and
7. The activity taking place is a qualifying activity (list available upon request)

The conditions governing these special arrangements are as follows:

- The minimum interval between periods of one day is a strict 24 hours e.g. if a session is booked from 7pm to 8pm one day, it is not possible for the next session to start prior to 7pm the following day without invalidating the VAT exemption.
- There must be clear evidence of a formal agreement, which must be in place prior to the commencement of the first session in a series of hire arrangements.
- Any extra charges for extended or additional sessions not in the original agreement will incur standard rated VAT at 20%.
- The formal agreement requires hirers to pay in advance of the activity. Annual bookings for term time only use will be charged in advance/arrears of the term less VAT providing all the criteria are met and providing that there are 10 occasions booked in each term, otherwise VAT will be chargeable;
- When payment has been made, there will be no refund unless the sessions are cancelled due to circumstances outside of the control of the solely liable person– please see cancellation policy.
- If payment in arrears is made and a refund is given due to the customer cancelling or varying the length of any sessions then the whole hire arrangement (or term, if an annual term time only booking is made) becomes liable for standard rated VAT at 20%
- Previous qualification for VAT exemption will not be taken into account for new bookings and each application will be assessed via the above legislative criteria.

Terms and Conditions for Use of School Premises

All groups/organisations that use the premises are required to read these terms and conditions and agree to abide by them. This terms and conditions document will be signed by the Operations Manager or deputy (on behalf of the Governing Body) and the Hirer/nominated person from the hiring group/organisation.

Interpretation

'The School' means the Governing Body of the School, its employees and agents.

'The Hirer' is the organisation or individual with whom the school is contracting.

Purpose of Use

1. The accommodation shall only be used for the purposes and within the hours stated on the application, as confirmed by the School. The Hirer shall be responsible for ensuring these conditions of occupation are observed and that there is no interference with the normal activities of the school;
2. The Hirer shall not assign or sublet the whole or any part of the benefit of this agreement;
3. No interference is to be made with school property/equipment/premises which do not form part of the hire arrangement;
4. Nothing in this agreement shall create a tenancy.

Access

5. The Governing Body or its representative has access to the areas subject to hire for the purpose of inspection.

Health and Safety

6. The Hirer must comply with all laws relating to the premises and the occupation and use of the premises by the Hirer including but not limited to Health and Safety legislation.
7. The Hirer is responsible for the effective supervision of the arrangements and activities in the premises during the period of hire and for the prevention of disorderly behaviour so as to ensure that no nuisance or annoyance arises to the occupiers of adjoining premises or neighbouring residents and shall behave reasonably at all times.
8. The school fire, emergency and evacuation procedures shall be forwarded to the Hirer (form H2) and it is the Hirer's responsibility to ensure that the whole party are aware of these procedures. The Hirer shall be required to take any precautions necessary to ensure the safety of those attending the period of hire, including ensuring the means of escape from fire are not blocked or impeded.
9. It is the Hirer's responsibility to ensure that there is someone present who is suitably qualified to deliver first aid in the event of an emergency.
10. The Hirer shall immediately inform the school of any emergency, accident or serious incident that occurs on the school premises. This shall be done in person and may require the applicant telephoning the Headteacher or Operations Manager at the school (01729 822451). The Hirer shall be responsible for reporting to the Health and Safety Executive any accident that arises from activities that it organises.
11. Hirers providing services to children, whether pupils at the school or others, must have policies and procedures in place to ensure children's safety, and must provide evidence of these to the school as required, i.e. Safeguarding Policy and Use of Mobile Phone Policy, DBS checks.

Payment of Hire Charges and Deposit

12. Hire charges shall be due and payable within fourteen days from the date of the invoice.
13. The school reserves the right to require a deposit over and above the hiring charge as a surety against damage to the premises (including any equipment) or the premises being left in an unacceptable condition necessitating their incurring additional cost for cleaning, caretaking or other expense.
14. Failure to appear for a hire arrangement shall result in the cost of the booking being levied.
15. Whether or not the option to hire is actually exercised, payment must be made. For example, if the Hirer makes and pays in advance for a ten consecutive week booking but only uses the premises for eight weeks, the full charge for ten evenings is payable. There shall be no refund unless the reason for cancellation is due to school commitments / out of the control of the user group.

Responsibility of the Hirer for Good Order and Safety

16. The Hirer shall be responsible for any damage to the school property, equipment or buildings caused by them or their guests. The Hirer must report any such damage to the school immediately. The Hirer shall repay to the school, on demand, the cost of re-instating or replacing any part of the premises or any property on the premises which shall be damaged, destroyed, stolen or removed during the period of hire or prior or subsequent thereto if in relation to or by reason of the hiring. Any such costs will be in addition to the specified hire arrangements charges. For use of the sports field out of school hours, the hirer is responsible for ensuring any gate padlocks are secured on departure as instructed.
17. All preparatory and clearing away time must be accounted for in the period applied for. Should the booking overrun, the Hirer shall be charged at the hourly rate for every hour or part thereof over and above the agreed times.
18. The Hirer shall ensure that all accommodation is left in a clean and tidy condition at the end of the hire arrangement. Using litterbins and recycling facilities as appropriate will help this.
19. The Hirer must obtain express permission from the school to leave any equipment on the premises. Where permission is granted, the Hirer is responsible for any equipment they leave on the premises and shall ensure that such equipment is in good repair and after use, safely stowed away. Items no longer required by the Hirer, or deemed by the school/North Yorkshire Council to be unsafe or beyond repair or else unsafely stored on the premises shall be promptly removed by the Hirer on demand. If such request is not complied with by the Hirer within one week, the items may be disposed of by the school/North Yorkshire Council and the Hirer shall reimburse the school/North Yorkshire Council for any expense incurred as a result.
20. The school shall not be responsible for any article brought or left in any part of the premises, or theft or loss of, or damage to vehicles parked in any car park provided.
21. The Hirer must ensure that all privately owned electrical equipment has a certificate of safety (Portable Appliance Test) from a qualified electrical engineer.
22. The Hirer shall comply with any reasonable instructions given by the Headteacher, Operations Manager or other member of the school staff.
23. Alcohol is not allowed to be sold on the premises unless prior permission is given by the school and a licence obtained by the Hirer. Illegal drugs are not to be brought onto or consumed on the school premises.
24. There shall not be brought onto the premises anything of an inflammable, dangerous or noxious character.

25. Where the premises do not have a Public Entertainment Licence the Hirer shall be responsible for obtaining such a licence. Any fees for such licences are to be paid for by the Hirer.
26. The premises may not be used for games of chance, other than bingo, unless permission has been granted by the Governors in writing.
27. Smoking is not allowed on the school premises or school grounds at any time.
28. Animals, other than Guide Dogs, are not permitted on the school premises or school grounds without the prior written consent of the school.
29. The Hirer shall not make any alteration or addition to the premises and shall not affix any items to the premises.

Conditions of Hire Specific to the Sports Hall/Gymnasium

30. Outdoor footwear must not be worn in the sports hall/gymnasium. Non-marking footwear must be worn at all times.
31. No school games equipment may be used without permission. Any permitted use of sports or gymnasium equipment will be reliant upon an adult with recognised qualifications being personally in charge at all times of use.
32. The Hirer may bring their own equipment on to the premises at their own risk provided that it will not cause damage to the sports hall. The Governors reserve the right to inspect such equipment and to refuse to allow its use if, in the view of the Governors or the Head of PE, it constitutes a Health and Safety risk or a hazard to the fabric of the building.
33. Any costs incurred by the school in remedying any damage caused by the Hirer or by the use of their own equipment shall be recharged in full.

Conditions of Hire Specific to School Kitchens

34. The use of any kitchen equipment is prohibited without prior consent of the school. In the case of consent being given, a member of the school's kitchen staff shall be present during the hire of the facility to ensure that the equipment is used appropriately.
35. The use by the Hirer of any food stocks held by the school for the provision of a school meal service is not permitted.
36. The Hirer has received all necessary food safety training as required by law.
37. The kitchen premises shall be left in a clean and hygienic condition after the hire.
38. Any costs incurred by the school in remedying any damage caused by the Hirer or by the use of their own equipment shall be recharged in full.

Conditions of Hire Specific to Playing Fields during the Football/Rugby Season

39. The length of time booked for the use of a pitch must include preparation time, full playing time including breaks in play for half time and time to clear the facilities.
40. During the football season, the condition of each pitch will be carefully monitored on a daily basis by the Site Manager so as to determine as early as possible whether a pitch can continue to be played.
41. The school shall ensure that pitches are marked out for the appropriate sport for which the facilities are being used and that all equipment such as goal posts conform to health and safety standards. The school shall ensure that the grass is at a suitable length for the sporting activity to take place. Under no circumstances may the hirer mark the pitches on any of the facilities, or carry out any mowing or other groundworks.

42. The decision to cancel the use of a pitch, and so a hire arrangement, rests with the Operations Manager or the Site Staff on Duty and that decision shall be final and cannot be changed irrespective of the view of any referee. The Hirer will abide by the decision of the Operations Manager or the Site Staff on Duty and shall not permit their members to use the facilities once a cancellation has been notified. Any unauthorised use shall result in the termination of the hire arrangement agreement permanently.

Indemnity and Insurance

43. North Yorkshire Council and the school disclaim liability for injury or damage to persons or property upon its premises (so far as they are legally able to do so).

44. The Hirer agrees to indemnify North Yorkshire Council, its employees and agents and the school against all actions, proceedings, claims, damages, awards or costs in respect of loss, damage, death or personal injury during the period of hire or before or after that time unless such death or injury occurs as a result of the negligence or breach of duty of North Yorkshire Council, the school or their agents or employees.

45. The Hirer must be covered by a public liability insurance policy with a minimum limit of indemnity of £5 million including damage to the premises and its contents. It shall be necessary to produce documentary evidence of the cover when booking.

46. The Governing Body may at its discretion waive this requirement where the Hirer is an individual or small informal group of individuals (not using the school buildings for commercial or business purposes) who **do not** fall within the following definition and are not able to obtain public liability insurance:

- Members of any club, association or society which operates by subscription or entry fee;
- Any charity or individual organisation, carrying on business with a view to profit.

47. North Yorkshire Council and the School shall maintain Public Liability insurance for third party injury and damage caused due to their negligence.

Advertising

48. No advertising shall be permitted except without the prior written consent of the school.

Video Recording

49. No video recordings may be made unless prior permission has been obtained. The School must be satisfied that the proper approvals have been received by the Hirer from all of the appropriate authorities, organisations and companies before that permission can be granted.

Cancellation

50. The school reserves the right to cancel the booking at any time without notice and without assigning any reason, but will endeavour to give as much notice as possible. Neither North Yorkshire County Council nor the school will be liable for the provision of alternative accommodation or be liable for any compensatory payment. In such circumstances, the school shall refund any monies paid in respect of the hire arrangement so cancelled but shall not be responsible for any loss or expenditure whatsoever in relation to the hire arrangement which the Hirer may have incurred or be liable to pay. The school reserves the right to refuse any application for hire as it may deem fit, or withdraw permission for any hire arrangement at any time.

51. If the facilities/equipment hired are not fully available for the duration of the booking or if the booked activity is prevented from taking place due to circumstances that were not informed to the Hirer prior to commencement of the hire arrangement, the school shall refund the monies paid for that booking.

52. If the Hirer, after the acceptance of a confirmed booking, cancels their booking 10 or more working days before the date of the booking, the full fee and deposit shall be refunded to the Hirer. If less than 10 working days' notice is given, only 50% of deposit shall be returned. If less than 5 working days' notice is given by the Hirer, there shall be no refund of the deposit. The school can, at their own discretion, overrule these in exceptional circumstances.
53. The applicant shall complete all relevant paperwork in a true and accurate way. False information may lead to an application being terminated.

AGREED by the School and the Hirer on the date set out in the Hire Arrangements Contract letter

Signed by the **Operations Manager, Settle College** on behalf of the Governing Body:

Name:..... Signature:.....

Signed by the **Authorised signatory for the Hirer:**

Name:..... Signature:.....

Organisation Name.....

Signatory's Position within Organisation:.....

Hire Arrangements Checklist for Hirer

Things to do

✓ when done

1	Read through (i) the schedule of charges, (ii) the terms and conditions of use and (iii) the application form	
2	Complete the application form and sign <u>two</u> copies of the Terms and Conditions	
3	Send the application form and one copy of the signed Terms and Conditions to school to formally request a booking	
4	School notifies you that the booking is available or not and sends an invoice	
5	Complete risk assessment of activity (including DBS forms if working with children)	
6	Complete fire safety arrangements (internal lettings only)	
7	Send in risk assessment, Fire Safety Arrangements, DBS forms, copy of licences required, copy of insurance documents ¹ and payment of invoice	
8	Inform attendees of fire procedures and terms and conditions of use	

¹ Where appropriate include proof of Public Liability insurance with a minimum Limit of Indemnity of £5 million.

Hire Arrangements Contract for one-off booking

[Insert Hirer's name and address]

Dear [insert name]

The Governing Body has approved your application for the use of the premises of the above named school on the [insert date] between the hours [insert start time] to [insert end time]. This use is for [insert nature / name of event].

The facilities which you have permission to use are:

- list all accommodation including access to toilets, kitchen, first aid, reception, etc as appropriate
- list all equipment

All other facilities and equipment are not to be used without prior permission.

These special arrangements apply [insert any special requirements relating to setting out the room, caretaking, cleaning, etc]

Your use of the premises will be subject to the terms and conditions of use already provided. You will find enclosed with this letter an invoice for the hire of the premises. Payment terms are [insert details].

Yours sincerely

Operations Manager on behalf of the Governing Body

Hire Arrangements Contract for block booking

[Insert Hirer's name and address]

Dear [insert name]

The Governing Body has approved your application for the use of the premises of the above named school on [insert day of the week] evening commencing [insert date] for [insert number of weeks] between the hours [insert start time] to [insert end time]. This use is for [insert nature / name of event].

The facilities which you have permission to use are:

- [list all accommodation including access to toilets, kitchen, first aid, reception, etc as appropriate]
- [list all equipment]

All other facilities and equipment are not to be used without prior permission.

These special arrangements apply [insert any special requirements relating to setting out the room, caretaking, cleaning, etc]

Your use of the premises will be subject to the terms and conditions of use already provided. You will find enclosed with this letter an invoice for the hire of the premises. Payment terms are [insert details].

Yours sincerely

Operations Manager on behalf of the Governing Body

Hire Arrangements Checklist for School Staff

Hirer: _____

Procedure	Date	Initials
Governors have Hire Arrangements Policy in place		
Send hire arrangements pack to enquirer (pack to include schedule of charges, terms and conditions of use and application form etc)		
Completed application form and signed Terms and Conditions received by school		
Assess suitability of activity		
Intended use meets with the Hire Arrangements Policy		
Check availability of premises / equipment		
Hirer has necessary Liability insurance or fits the definition to be covered under the Council's contingency Hirer's Liability cover		
Hirer provides risk assessment for activity to ensure all risks can be covered		
Check availability of caretaker and agree booking with them		
Calculate cost of hire		
Take up references (where appropriate)		
Review and approve copies of the Risk Assessment, Child Protection Policy, DBS checks and safe recruitment procedures (as appropriate) for all organisations providing services to children		
Book hire arrangement into diary with Hirer's name and contact number		
Send confirmation of booking and invoice		
Deposit / payment received		
Issue receipt for payment		
Induct hirer into fire procedures etc		
Re-check booking in diary, arrangements with caretaking staff and others where appropriate		
Check that payment appears on the school's bank account and record separately on the schools finance system		

Notes:

FORMS

- H1 Application for Hire of Educational Premises of Grounds (including kitchens)
- H2 Information and Instructions to Organisers of Events held on Council Property

**NORTH YORKSHIRE COUNCIL, CHILDREN & YOUNG PEOPLE'S SERVICE
APPLICATION FOR HIRE OF EDUCATIONAL PREMISES OR GROUNDS
(including Kitchens)**

**TO BE COMPLETED IN CAPITAL LETTERS & RETURNED TO THE PRINCIPAL AT LEAST 3 WEEKS
BEFORE THE PROPOSED HIRE ARRANGEMENT DATE**

School

APPLICANT'S DETAILS

1. Name of Applicant or Organisation
2. Association to Organisation
3. Name and address for correspondence
.....
.....
4. Daytime contact telephone number

DETAILS OF HIRE ARRANGEMENT (each separate hire arrangement, not block booking, requires a separate form)

4. Purpose for which hire arrangement is requested
5. Date(s) and time(s) of proposed hire arrangement (not exceeding one school term; a separate form is required for each term):

<i>Day</i>	<i>Commencement Date</i>	<i>End Date</i>	<i>No of days</i>	<i>From am/pm*</i>	<i>To am/pm*</i>

6. Specify which rooms/facilities/equipment are required:

<i>Accommodation requested (tick as required)</i>					
<u>Internal Facilities:</u>					
Hall		Sports Hall		Gymnasium	
Drama Studio				Conference Room	
Classroom		<i>Details:</i>			
Conference Room					
Other		<i>Details:</i>			
<u>External Facilities:</u>					
Tennis Courts		Car Park		Hard Court Area	
Pitches		Football / Hockey / Rugby / All-weather pitch (please indicate)			

<i>Equipment requested</i>

7. I/we agree:

- i. To provide all necessary documentation as requested by the Governing Body including proof of insurance;
- ii. To pay the Governor's charge on demand in advance of the booking taking place;
- iii. To indemnify the School and North Yorkshire Council against any liability whatsoever which may arise out of the hire of the premises;
- iv. That use of accommodation shall be in accordance with the terms and conditions of hire (supplied separately).

Signed Date

8. FOR SCHOOL USE:

Date received Date reviewed

Approved Yes / No*

Reason why application was unsuccessful

Account No Date

Costing of Hire:

<i>Item</i>	<i>£ per hour</i>	<i>No hrs</i>	<i>No days</i>	<i>£</i>	<i>p</i>
Total cost to be invoiced				£	

Deposit required: £

Invoice Number Date

NORTH YORKSHIRE COUNCIL

SETTLE COLLEGE

Information and Instructions to Organisers of Events held on Council Property

Organisation

Event

Name of Organiser Date

Under the Health and Safety at Work etc Act 1974 the County Council is required to provide you with the following information.

1. The area/room allocated to your activity is
2. Access is gained to this area from
3. The nearest telephone is located
4. The Caretaker's telephone number is
5. The telephone number of the Officer in Charge is
6. (Inside bookings only) The member of staff on site is located.....
7. The First Aid Box is located
8. Potential Health and Safety Hazards

Instructions to Organisers

1. In the event of fire **immediately** dial 999 for Fire Brigade.
2. **Evacuate** all your party from the area to a safe place. Check your register, await Fire Brigade.
3. **Immediately** thereafter telephone Caretaker and/or Officer in Charge.
4. **In the event of an accident** - follow First Aid procedures, if **serious** telephone 999 for Ambulance.
5. **Immediately** thereafter telephone Officer in Charge (inform Caretaker if on the premises). All accidents must be reported.
6. Obtain names and addresses of at least two witnesses where possible.
7. If accident has occurred whilst utilising the Council's equipment do not move or touch the equipment until a Council representative has examined it.

Notes to Organisers

1. The area allocated to you must be reached by the most direct route from the access point indicated, and members of your party must not enter other rooms or areas, other than to utilise cloakroom or

toilet facilities.

2. In the event that the Council has agreed to permit the use of facilities for the purpose of preparing beverages or food, only such equipment shall be used as is necessary for the preparation of these, and the activity must be under the supervision of the organiser or some other responsible person.
3. Any equipment made available must be used strictly in accordance with standard practice and under the supervision of the Organiser.
4. Organisers are reminded that the responsibility for the safety of their party rests with the Authority and with the Organiser jointly.

FIRE SAFETY ARRANGEMENTS FOR LETTINGS

The Hirer must make appropriate arrangements for fire safety, and communicate these to their group. In case of a fire alarm, the Hirer is responsible for managing the evacuation of persons in their group. For any person deemed vulnerable, appropriate arrangements must be made for their evacuation.

How people will be warned if there is a fire

The building is covered by an alarm system which emits a continuous two-tone siren. This may be activated by a person pressing a call point, or by the response of a smoke or heat sensor.

If you discover a fire

If the hirer discovers a fire, they should activate the alarm using the nearest call point.

To reduce the spread of fire

In most instances the hirer should not tackle a fire. However, if the fire is small and they feel competent to do so, or if the fire is blocking their exit, they may tackle the fire using equipment available, but must ensure that they are not endangering their escape route.

"If in doubt, get out."

- Fire extinguishers are provided in key areas.
- Close doors (and windows if possible quickly) when leaving rooms

IN CASE OF ALARM ACTIVATION:

The area being used is:	
The evacuation route is:	
The assembly point is:	
The evacuation will be managed by:	
The register and roll call will be taken by (name):	
The fire will be investigated by:	SETTLE COLLEGE SITE STAFF
Settle College Site Staff telephone number:	

Settle College staff are responsible for giving the all-clear and permission to re-enter the building. DO NOT RE-ENTER UNTIL YOU ARE TOLD IT IS SAFE TO DO SO.

Gate Unlocking

The following gates are relevant to this hire:

Gate & Location	Locked or Unlocked during hire?	Person responsible for locking and unlocking