



Scalby Learning Trust

Trust Policy

Charging and Lettings Policy

Approver: Finance and Audit Committee
Review Cycle: Biennial

Revision History			
Date	Version	Short Description of Changes	Approved by:
Feb 2021	V1.0	Trust wide policy adopted	F&A Committee
Apr 2021	V1.1	Charging structure slightly amended,	F&A Committee

This Policy Applies To:
Secondary Schools Primary Schools Centralised Trust Employees Agency Staff & Contractors Trustees & Governors

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Charging Policy

This Policy will be reviewed on a biennial basis by the Trust's Finance and Audit Committee and will be adjusted in line with new Government or Local Authority recommendations. It sets out the Trust's position on charges, remissions and lettings.

The Trust will adhere to the Data Protection Principles and other legislative requirements set out in the Data Protection Act 2018, General Data Protection Regulation, and related information governance legislation.

Voluntary Contributions and Responsibilities of Staff

Nothing in legislation prevents a Trust from asking for voluntary contributions that would benefit the activities and the School will invite parents/carers and others from time to time to make voluntary contributions to enable the provision of activities and visits which may not otherwise be possible. If the activity cannot be funded without voluntary contributions, this will be made clear to parents/carers at the outset. The Trustees will make it clear to parents/carers that there is no obligation to make any contribution. No pupil will be excluded from an activity because his or her parents/carers are unwilling or unable to pay. However, if insufficient voluntary contributions are raised to fund a visit, it may not go ahead. Staff organising visits should make this clear to parents/carers. Staff organising a trip will make it clear to parents/carers at the outset what their policy for allocating places on the visit will be.

Activities outside of normal lesson times and not within the National Curriculum (including school matches) are classed as 'optional extras'. Parents/carers may be asked to meet the full cost of these activities. In the case of residential experiences, every effort will be made to offer value for money but the cost might be quite high. It is intended that School-based extra curricular activities should be free or very low cost. The Trust will do its best to offer assistance or remission of charges in any case where there is hardship.

For activities during normal School hours and/or within the National Curriculum, parents/carers may be asked to make a voluntary contribution to cover the cost of the activity to enable it to go ahead. Each year, such visits are likely to include visits to support themed work.

When making requests for voluntary contributions to School funds, parents/carers will not be made to feel pressurised into paying as it is not compulsory.

Charges and contributions should cover the anticipated costs. If contributions from an activity exceed the actual cost, the School will refund the excess contributions where reasonable.

Parents/carers may be asked to meet the costs of private music tuition in full, where tuition is given either to an individual pupil or to pupils in small groups.

Charging Structure

For residential courses during the time of normal school hours, parents/carers will meet the cost of board and lodging, at the level agreed by the Head when the trip is arranged, and to make a voluntary contribution towards any travel. The school will meet the costs for pupils in receipt of Pupil Premium Funding where it is still possible for the visit to go ahead. The School will do its best to offer assistance and remissions in any case where there is hardship.

Parents/carers may be charged for some or all of the cost of damage to School property where this has been intentional. **Parents/carers** will be expected to meet some or all of the cost for replacing lost or damaged books or equipment.

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Activities and Visits

If the number of School sessions taken up by the visit is equal to or greater than 50% of the number of half days spent on the visit, it is deemed to have taken place during normal School hours (even if some activities take place late in the evening). Whatever the starting and finishing times of the day, regulations require that a school day be divided into two sessions: a 'half day' means any period of 12 hours ending with noon or midnight on any day. Time spent on travel counts in this calculation if the travel itself occurs during School hours. Activities during normal School hours may only involve a request for a voluntary contribution; parents/carers may be charged an amount to cover the costs incurred to the School for activities mainly taking place outside of School hours.

Parents/carers should be informed of the decision to ask for contributions at the planning stage of activities. Planned activities may be cancelled if financial support is not forthcoming. Parents/carers may be asked to make a voluntary contribution towards activities taking place during School time, or towards activities which are a necessary part of the National Curriculum, *or towards activities that form part of the School's basic curriculum for Religious Education*. Parents/carers will be asked to meet the full cost of optional extra activities that occur outside of normal School hours, where these activities are not a necessary part of the National Curriculum. Pupils whose parents/carers are receiving the following benefits will not be prevented from taking part in any School activity or trip that is open to other pupils:

- Income Support (IS);
- Income Based Jobseekers' Allowance (IB JSA);
- Income-Related Employment and Support Allowance - (IR ESA);
- support under part VI of the Immigration and Asylum Act 1999;
- Child Tax Credit, provided that Working Tax Credit is not also received and the family's income (as assessed by Her Majesty's Revenue and Customs) does not exceed the limit set by HMR&C
- the guarantee element of State Pension Credit;
- Universal Credit during the initial roll-out of the benefit;
- A "Run-on" of Working Tax Credit - the payment someone may receive for a further four weeks after they stop qualifying for Working Tax Credit; any similar income related employment and support allowances introduced by the Government.

Any charge made in respect of individual pupils will not exceed the actual cost of providing the optional extra activity, divided equally by the number of pupils participating. It will not include an element of subsidy for any other pupil wishing to participate in the activity whose parents/carers are unwilling or unable to pay the full charge. In calculating the cost of optional extras an amount may be included in relation to:

- any materials, books, instruments, or equipment provided in connection with the optional extra;
- non-teaching staff;
- teaching staff engaged under contracts for services purely to provide an optional extra, this includes supply teachers engaged specifically to provide the optional extra; and
- the cost, or a proportion of the costs, for teaching staff employed to provide tuition in playing a musical instrument, where the tuition is an optional extra.

In cases where a small proportion of the activity takes place during School hours, the charge will include the cost of alternative provision for those pupils who do not wish to participate. Therefore no charge will be made for supply teachers to cover for those teachers who are absent from School accompanying pupils on a residential visit. Participation in any optional extra activity will be on the basis of parental choice and a willingness to meet the charges. Parental agreement is therefore a necessary pre-requisite for the provision of an optional extra where charges will be made.

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When the School informs parents/carers about a forthcoming visit, the member of staff leading the trip should make it clear that parents/carers who can prove they are in receipt of income support benefits will be exempt from paying the cost of board and lodging. However, where voluntary contributions would not cover the cost of a visit, it would be likely that the visit would be cancelled where the trip was not an essential element of the curriculum.

Music Tuition

The law states that all education provided during school hours must be free, but music lessons are an exception to this rule. Charges may now be made for teaching either an individual pupil or groups of any appropriate size (provided that the size of the group is based on sound pedagogical principles) to play a musical instrument or to sing. Charges may only be made if the teaching is not an essential part of either the National Curriculum or a public examination syllabus being followed by the pupil(s).

Miscellaneous Charges (other than for pupils)

Photocopying

A4
6p Black copy
12p Colour copy

A3
12p Black copy
24p Colour copy

10p Laminating (per A4 sheet)
15p Laminating (per A3 sheet)

Telephone Calls

Staff member's personal call These should only be made in an emergency and a fee equivalent to the cost of the call will be made.

Parent/Carer/Pupil Free for calls related to welfare (as staff call for other)

All other private calls As staff call

Use of School Room or Field

Lettings

Scale of charges

Letting of rooms / site

School Hall £25 / hour

Playing Field £12 / match or competition

Sports Hall £20 / session

Gym £16 / hour

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Any additional charges or caretaking work will be charged to the individual organisation as required.

For Friends of the school or extended services events benefiting pupils any charge to be agreed by the local governing body

For community events benefiting pupils and families with no profit for the provider: Cost of caretaker hours for locking, unlocking and cleaning will be charged (at the discretion of the Headteacher).

Private use for profit or not of benefit to the pupils and families: £25 per hour per room PLUS cost of caretaking hours for locking, unlocking and cleaning.

Field - £12 per match / competition PLUS cost of caretaking hours for locking, unlocking.

Any additional charges or caretaking work will be charged to the individual organisation as required.

Lettings Policy

Introduction

The Trustees with the Local Governing Body are committed to ensuring the efficient use of all school premises and making them available for use by the local community.

However, the overriding aim of the Trustees is to support the school in providing the best possible education for its pupils, the promotion of equality and opportunity and the community cohesion of the local area. Any hiring out of the premises to outside organisations will be considered with this in mind.

Definition of a Hire Arrangement

A hire arrangement may be defined as:

“Any use of the school buildings or grounds by parties other than the school and its partners. This may be a community group (such as a local football team) or a commercial organisation (such as a local “Weight Watchers” branch).”

The following activities fall within the day to day business of the school and are not considered to be hire arrangements.

- Trustee/Governing Body meetings
- Extra-curricular activities arranged by the school for pupils
- Parents/carers meetings
- PTA meetings

The costs arising from these uses are therefore a legitimate charge against the Trust's delegated budget.

Types of Hire Arrangements

The Trustees have agreed to define hire arrangements under the following categories:

- **School Hire Arrangements** for activities for pupils or their parents/carers/carers that provide educational benefit to pupils that the school wishes to subsidise;
- **Community Hire Arrangements** for other community activities which should be made on the basis of full cost recovery; and
- **Commercial Hire Arrangements** will be charged on a cost plus an income margin for the Trust.

Priority for Hire Arrangements

Being mindful of the needs of the local area, the Trustees have undertaken an assessment of local needs. This information has been used to determine the priorities for hire arrangements. The following hire arrangements are especially encouraged:

- Educational activities open to school pupils and their families
- Recreational activities open to school pupils and their families
- Activities organised by local community groups for the benefit of the local community
- Hire arrangements to parents/carers attached to the school / people living in the local community / voluntary organisations / women's groups / disability groups / low income groups / children's groups / youth groups etc.

The following activities are not considered appropriate for hire arrangements as they are either well provided for in the local area, are not deemed to be compatible with the ethos of the school or are not able to be accommodated within the school's facilities:

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- events selling alcohol
- events organised that could contravene the school's duty to promote British values

Applications

Organisations or individuals seeking to hire the school premises should contact the individual responsible for arranging hire (please see Appendix 1 for each school's contact).

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

- the Trust's Hire Arrangements policy;
- the Trust's Terms and Conditions;
- the charging structure; and
- the application form

All applications for the hire of accommodation must be made on the appropriate application form (Form H1: Appendix 7) and submitted to the designated person (as detailed in Appendix 1) at least three weeks before the proposed date 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 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.

A record of all enquiries shall be kept on file.

The designated person will decide on the application with consideration to:

- The priorities for hire arrangements agreed by Local Governors and set out in the Trust's hire arrangements policy
- The availability of the facilities and staff
- The Trust's equal opportunities, health and safety, child protection policies
- The 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 current scale of charges. The Trust seeks payment in advance in order to reduce any possible bad debts and/or a deposit to cover damage. An official receipt will be issued for all payments received. All hire arrangement fees received will be paid into the Trust's bank account. The income and expenditure relating to hire arrangements shall be clearly recorded by the Trust and reported under the guidelines for Consistent Financial Reporting.

The designated person on behalf of the Trust 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 Trust has a statutory duty to ensure that it does not suffer a net loss in hiring out accommodation, the Local 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.

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Charges are set out in the Charging Structure: Lettings.

The scale of charges shall be reviewed annually by the Trustees and Local Governing Body. 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 designated person 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 Trust or 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 minimum hire period shall be one hour.

The Trust 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 Trust has delegated day-to-day responsibility for hire arrangements to the designated person in accordance with the Trust's policy. Where appropriate, the Headteacher 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 designated person has any concern about whether a particular request for a hire arrangement is appropriate or not, they will consult with the Headteacher, Chair of Chair of Local Governing Body, CEO of the Trust.

The Trust 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. The individual schools within the Trust shall also monitor the contractor's compliance.

Security

The designated person 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.

Entrance to the school shall be via an agreed route of ingress which will be opened by the school at the agreed time. For security reasons, the school keys shall not be available to the Hirer.

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.

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 interests of residents in the neighbourhood so that they are not disturbed or caused any inconvenience, including the parking of vehicles;
- 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 allowed within the school's perimeter, including electronic cigarettes.

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

Indemnity and Insurance

Neither Scalby Learning Trust nor the school shall be liable for any injury or damage to persons or property upon its premises (so far as they are legally able to do so) sustained during the hire.

The Hirer shall agree to indemnify Scalby Learning Trust, 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 Scalby Learning Trust, 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 Local 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 designated person may end a booking arrangement by giving the User three months written notice to expire at any time.

The designated person 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 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 designated person is incapable of being remedied and the Governors state this in a notice given by them
4. In extreme cases the designated person 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 Scalby Learning Trust safeguarding procedures.

The school will refund any sum paid.

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 Local Governing Body.

The appeal should be made in writing, addressed to the Chair of the Governing Body and delivered to the relevant school. The appeal will be presented at the next full meeting of the Local Governing Body.

The Hirer will be informed of any action and/or decision taken by the Local Governing Body. The Local 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. If the matter remains unresolved, the complaint must be submitted in writing to the Headteacher.
4. Where the Headteacher has failed to satisfy the complainant, the Governing Body (or a committee 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 Local Governing Body.

Appendix 1: School Specific Arrangements

Who to contact to make an enquiry about a booking

School	Who to contact
Friarage Community Primary School	admin@friarage.org.uk
Newby and Scalby Primary School	admin@newby.n-yorks.sch.uk
Scalby School	

Who has authority to agree Terms and Conditions of Use

School	Who to contact
Friarage Community Primary School	
Newby and Scalby Primary School	
Scalby School	Michaela Dennis – Business Manager

Site responsible person – to notify Health and Safety concerns to

School	Who to contact
Friarage Community Primary School	Cheryl Cappleman – Headteacher
Newby and Scalby Primary School	Chris Kirkham-Knowles - Headteacher
Scalby School	Michaela Dennis – Business Manager

Appendix 2: 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 a duly authorised person as detailed in Appendix 1 at the School and the Hirer/nominated person from the hiring group/organisation.

Interpretation

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

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

Site shall ensure:

1. There is appropriate heating and lighting
2. Appropriate toiletry and sanitary provision is made available as close the to the agreed area of use as is practical
3. All emergency equipment is maintained and that fire detection systems are maintained and inspected as necessary
4. Boilers are subject to an annual service, details available upon request
5. Adequate outside lighting will be provided. Any faulty or damaged lighting must be reported to the site
6. If site closes due to adverse weather, the hirer will be notified at the earliest opportunity, they hirer will be responsible for letting the group know.
7. The hirer is made aware of any asbestos containing materials, and emergency procedures.

Purpose of Use

8. 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.
9. The Hirer shall not assign or sublet the whole or any part of the benefit of this agreement.
10. No interference is to be made with school property/equipment/premises which do not form part of the hire arrangement.
11. Nothing in this agreement shall create a tenancy.

Access

12. The Trust or its representative has access to the areas subject to hire for the purpose of inspection.

Health and Safety

13. Weather conditions must be assessed by the group organiser before the event to decide if the event should continue or if safe access and egress can be maintained.
14. 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.
15. The Hirer is responsible for the effective supervision of the arrangements and activities in

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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.

16. 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.
17. 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.
18. 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 the Caretaker. The Hirer shall be responsible for reporting to the Health and Safety Executive any accident that arises from activities that it organises.
19. 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, Enhanced DBS & Children's Barred List checks.
20. Hirers will provide necessary risk assessments for the activity being undertaken.
21. Hirers are responsible for providing all First Aid required for the activity being undertaken as well as completing accident forms, including the names and address of 2 witnesses where possible. Site first aid equipment must not be used. Hirers should notify the school of any accidents that occur on their premises, via the who to contact details in Appendix 1.
22. The hirer will notify the site if any asbestos containing materials are damaged or are discovered to be damaged.
23. In the event of an emergency the hirer must contact the emergency services and the sites responsible person
24. Failure of services i.e. gas and electric, water must be reported to the responsible person. It must not be dealt with by the hirer or unauthorised persons.

Payment of Hire Charges and Deposit

25. Hire charges shall be due and payable 7 days before the date of the booking or from the date of the invoice.
26. The Trust 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.
27. Failure to appear for a hire arrangement shall result in the cost of the booking being levied.
28. 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

29. 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

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school immediately. The Hirer shall repay to the school, on demand, the cost of reinstating 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.

30. 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.
31. 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.
32. 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/Scalby Learning Trust 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 28 days, the items may be disposed of by the school/Scalby Learning Trust and the Hirer shall reimburse the school/Scalby Learning Trust for any expense incurred as a result.
33. The Trust 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.
34. The Hirer must ensure that all privately owned electrical equipment has a certificate of safety (Portable Appliance Test) from a qualified electrical engineer.
35. The Hirer shall comply with any reasonable instructions given by the Headteacher, Site Team or other member of the school staff.
36. 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.
37. There shall not be brought onto the premises anything of an inflammable, dangerous or noxious character.
38. 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.
39. The premises may not be used for games of chance, other than bingo or tombolas, unless permission has been granted by the Local Governors in writing.
40. Smoking, including the use of electronic cigarettes, is not allowed on the school premises at any time.
41. Animals, other than Guide Dogs, are not permitted on the school premises without the prior written consent of the school.
42. The Hirer shall not make any alteration or addition to the premises and shall not affix any items to the premises.
43. Any outside play equipment must not be used by the hirer or their group
44. Any waste created will be disposed of responsibly in bins provided.

Conditions of Hire Specific to the Sports Hall/Gymnasium

45. Outdoor footwear must not be worn in the sports hall/gymnasium. Non-marking footwear must be worn at all times.
46. 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

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personally in charge at all times of use.

47. 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 Local 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.
48. 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

49. 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.
50. The use by the Hirer of any food stocks held by the school for the provision of a school meal service is not permitted.
51. The Hirer has received all necessary food safety training as required by law.
52. The kitchen premises shall be left in a clean and hygienic condition after the hire.
53. 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

54. 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.
55. During the football season, the condition of each pitch will be carefully monitored on a daily basis by the Headteacher or other suitable person so as to determine as early as possible whether a pitch can continue to be played.
56. 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.
57. The decision to cancel the use of a pitch, and so a hire arrangement, rests with the Headteacher or other person with delegated authority 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 Headteacher 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

58. Scalby Learning Trust 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).
59. The Hirer agrees to indemnify Scalby Learning Trust, 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 Scalby Learning Trust, the school or their agents or employees.
60. 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.

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61. 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.
62. Trustees of Scalby Learning Trust and the school shall maintain Public Liability insurance for third party injury and damage caused due to their negligence.

Advertising

63. No advertising shall be permitted except without the prior written consent of the Trust.

Video Recording

64. No video recordings may be made unless prior permission has been obtained. The Trust 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

65. The Trust 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 Scalby Learning Trust nor the school will be liable for the provision of alternative accommodation or be liable for any compensatory payment. In such circumstances, the Trust 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 Trust reserves the right to refuse any application for hire as it may deem fit, or withdraw permission for any hire arrangement at any time.
66. 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 Trust shall refund the monies paid for that booking.
67. 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 Trust can, at their own discretion, overrule these in exceptional circumstances.
68. 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 Trust and the Hirer on the date set out in the Hire Arrangements Contract letter

Signed by the Designated person in Appendix 1.....

Name:.....

Position.....Academy.....

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Authorised signatory of [insert name of Hirer.....]

Signed.....

Name:.....

Date.....

Appendix 3: Hire Arrangements Checklist for Hirer

	Things to do	√ when done
1	Read through (i) the charging structure: Lettings, (ii) the terms and conditions of use and (iii) the application form	
2	Complete the application form and sign two 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	The Trust/School notifies you that the booking is available or not and sends an invoice	
5	Complete risk assessment of activity (including DBS forms) licences etc.	
6	Send in risk assessment, DBS forms, copy of licences required, copy of insurance documents* and payment of invoice (*Where appropriate include proof of Public Liability insurance with a minimum Limit of Indemnity of £5 million)	
7	Attend induction into fire procedures & information regarding Asbestos Containing Materials	
8	Inform attendees of fire procedures and terms and conditions of use	

Appendix 4: Hire Arrangements Contract for one off booking - Confirmation

[Insert Hirer's name and address]

Date

Dear [insert name]

The Local 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

Designated person on behalf of the Local Governing Body

Name
Position

Appendix 5: Hire Arrangements Contract for block booking - Confirmation

[Insert Hirer's name and address]

Date

Dear [insert name]

The Local 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

Designated person on behalf of the Local Governing Body

Name
Position

Appendix 6: Hire Arrangements Checklist for School Staff

Hirer: _____

Procedure	Date	Initials
Trust has Hire Arrangements Policy in place		
Send hire arrangements pack to enquirer (pack to include Charging Structure, 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		
Hirer has appropriate qualifications to undertake the activity (if applicable). Copy in file		
School completes draft risk assessment for activity and ensure all risks can be covered		
Check availability of caretaker and agree booking with them		
Calculate cost of hire		
Take up references (where appropriate)		
View copies of the 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		
See completed risk assessment for activity from Hirer and ensure all risks are covered		
Issue receipt for payment		
Induct lessee into fire procedures etc.		
Inform hirer of any relevant Asbestos Containing Materials & emergency procedures including who to report damage to.		
Relevant emergency contact phone number shared with hirer		
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:

Appendix 7: Forms

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

Form H1: Application For Hire Of Educational Premises Or Grounds
(including Kitchens)

SCALBY LEARNING TRUST,

TO BE COMPLETED IN CAPITAL LETTERS & RETURNED TO THE DESIGNATED PERSON 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):
6. Dates and times of proposed letting:

Day	Commencement Date	End Date	No of Days	From am/pm	To am/pm

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

Accommodation requested (specify)					
Internal Facilities					
Hall		Sports Hall		Gymnasium	
Drama Studio		Conference Room			
Classroom		Details:			
Other		Details:			
External; Facilities					
Tennis Courts		Car Park		Playground	
Pitches		Specify Football/Hockey/Rugby/Cricket			

Equipment required

8. I/we* agree

(i) to provide all necessary documentation as requested by the Local Governing Body including proof of insurance

(ii) to pay the Local Governor's charge on demand

(iii) to indemnify the School and Scalby Learning Trust against any liability whatsoever which may arise out of the hire of the premises

(iii) that use of accommodation shall be in accordance with the terms and conditions of hire (supplied separately)

Signed Date

* Delete as appropriate

9. FOR SCHOOL USE:

Date received Date reviewed

Approved Yes / No*

Reason why application was unsuccessful

Account No Date

Costing of Hire

Item	£ per hour	No Hours	No Day	£	p

Total Cost to be invoiced

Deposit Required:.....

Invoice Number..... Date.....

Form H2: Information and Instructions to Organisers of Events held on Trust Property

SCALBY LEARNING TRUST

Organisation
Event
Name of Organiser.....
Date

Under the Health and Safety at Work etc Act 1974 the Trust 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. Who should be notified about any accidents or other Health and Safety concerns, including details of 2 witnessed where possible:
7. 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 Trust's equipment do not move or touch the equipment until a Trust 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 Trust 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.