

LETTINGS POLICY

1. Whilst the Governing Body of Nidderdale High School and Community 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 letting. It sets out the facilities available, the charges and the responsibilities of the Governors and the users when the school premises are hired.
2. Legislation relating to sex discrimination, disability discrimination and race relations apply throughout this policy and will be adhered to throughout all stages of our lettings procedures.
3. The Governing Body will not let the school premises:
 - a. to organisations whose purpose is, amongst other things, to encourage racial discrimination and/or disharmony between persons of different racial groups, or are otherwise involved in activities prejudicial to good race relations; or
 - b. 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
 - c. if the Governing Body or the Headteacher has any concerns regarding safeguarding of any person.
4. 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.
5. 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.
6. We will consider letting to any group able to comply with the terms and conditions outlined in this policy. These terms and conditions are clearly stated in our Conditions of Booking and Usage and Booking procedures documents, which will be sent out with all application forms.
7. The final decision on compliance lies with the Governing Body.

CONDITION OF BOOKING AND USAGE – HIRER INFORMATION

1. The use of our school premises is permitted by the Governing Body on the understanding that the following rules are adhered to at all times.
2. Once you, the Hirer, have accepted a permit to use the school premises, you are automatically bound by all terms and conditions of usage of the premises. The Governing Body have the right to vary these terms and conditions at any time.
3. The person signing the application form, on behalf of their organisation, (then known as the Hirer) is personally responsible for ensuring that all terms and conditions of our lettings policy are adhered to.
4. Weekend bookings can only be accepted when a caretaker is prepared to undertake the additional duty.
5. *The Hirer must take out public liability insurance cover [with the Local Authority at a cost of £2.50 as part of their booking agreement unless proof of equivalent adequate insurance is shown to the school.]*
6. The Hirer will adhere to all Health and Safety requirements as required by the school.
7. It is the Hirer's responsibility to determine if any licenses, or the consents of any owner of any copyright, are required to conduct the activity for which the school has been hired, to obtain such licenses and consents at the Hirer's cost and to strictly abide by all requirements of such licence and consent, and to make copies available to the Governing Body if required to do so.
8. The Hirer shall indemnify and keep indemnified the respective bodies and persons from and against all loss and damage which North Yorkshire County Council, the Governing Body or any person, may sustain or incur by reason of the permission to use the premises or otherwise arising out of or in connection with such user, including cost of replacement and reinstatement and the damage to the property of, or the bodily injury or death of any person or persons including, but not limited to, all costs, claims and demands which may be made against North Yorkshire County Council or the Governing Body for any breach or infringement of copyright.
9. The Governing Body will not accept responsibility for any loss of or damage to any property owned by any person using the premises during the period of the letting. Property shall be brought on to the premises at the sole risk of the owner.
10. The Hirer is responsible for informing the Site Manager of any person sustaining injury or loss on the school premises during the period of the let. This information must be presented in writing to the Site Manager within 24 hours of the event. Any further information required by the Site Manager or the Governing Body must be made available on request.
11. No intoxicating liquor shall be brought or consumed on school premises or any part thereof.
12. The Governing Body may cancel any permission granted to use the premises:-
 - (a) If any damage has been caused to the premises or to any property thereon by reason of any previous use of the premises by the person or body now wishing to use the premises.
 - (b) If breaches of the requirements of any relevant licensing conditions occur.
 - (c) If, for any reason, the Governing Body deem it necessary or expedient to cancel the license or permit.
 - (d) If, for any reason, the school is closed, no compensation shall be payable by the Governing body, to the Hirer or any other person by reason of any such cancellation. Any fees paid to the Governing Body in respect of a permit which is subsequently cancelled by the Governing Body will be refunded unless the cancellation is by reason of damage having been caused.

13. The use of a film projector with non-flammable films may be permitted subject to the approval the Site Manager and the production by the Hirer of a satisfactory PAC test certificate.
14. No person under the age of 16 years is permitted on the premises without adequate adult care and supervision.
15. No animals shall be brought onto the premises other than guide dogs.
16. The right of access to all parts of the school premises whether or not included in the permission for use is reserved to North Yorkshire County Council, the Governing Body or any officer authorised by them or any of them and the Hirer shall not obstruct or interfere with this right.
17. No alterations or additions to the electrical installations at the school may be made.
18. No additional staging, curtaining or scenery may be erected without the previous consent in writing of the Site Manager and any such alterations and additions as may be authorised shall be carried out in accordance with the directions and to the satisfaction of the Site Manager and shall be returned to their original state immediately after usage, at the expense of the Hirer. No such alterations shall be carried out without a prior risk assessment and method statement as approved by the Site Manager.
19. Furniture, including chairs, must not be removed from the school premises nor for use either on the playing field or playground or in any other building outside the school unless prior permission has been applied for and granted by the Site Manager.
20. Any movement of furniture required must be undertaken by the Hirer under the direction of the Site Manager. No furniture or apparatus is to be used without prior permission.
21. The authorised Hirer is responsible for those attending the function and in particular for leaving the site in a quiet and orderly fashion by the time stated in the booking agreement.
22. Where car parking is required, the Hirer must undertake the proper stewarding and control of the parking area in collaboration with the police where necessary. The Hirer must maintain safe entry and exit from the premises and provide and maintain clear access for emergency vehicles and service vehicles.
23. The Hirer is responsible for the protection of the premises from damage and for the good behaviour of all associated users.
24. The Hirer is responsible for ensuring that all areas are left clean and tidy as found. This includes all outside areas as well as indoor areas. If this is not found to be the case the Hirer will be charged a penalty sum to cover costs of any repairs or cleaning required.
25. No school staff are permitted to accept hospitality gifts, either cash or in kind, at any time. We request that no gifts of this nature are offered.
26. No persons are permitted access to the kitchen.
27. No persons are permitted access to any laboratory or tech room unless the Headteacher or Site Manager is satisfied as to the ability of such persons to use such rooms safely.
28. The school's No Smoking Policy must be adhered to at all times.
29. No food or drink is allowed in any area except designated social areas, unless prior written permission has been granted
30. All children will be supervised at all times by their carers except where children are attending an organised group or care scheme. Where the latter applies, the group/care scheme will adhere to all regulations set out in the Children Acts and other relevant legislation, including those of registration with the relevant registering body.

31. No advertising may be placed in any area of the school premises without the direct permission of the Head Teacher of the school.
32. The use of any preparation or material for the purpose of altering a floor in any way is not allowed. The Hirer shall ensure that all persons entering the premises pursuant to this agreement shall wear suitable footwear and shall cause no damage to the flooring. The safe condition of the floors shall be deemed acceptable to the Hirer after inspection and will remain the Hirer's responsibility during the letting.
33. If the terms and conditions of hiring are contravened in any way, the Governing Body reserves the right to cancel any permission for further use and will inform the Hirer in writing. In such event, the Hirer will not be entitled to any compensation or refund of any payment made in respect of such use.
34. It is the responsibility of the Hirer to ensure that any area of accommodation used in the course of the letting is left in the condition in which it was found and is maintained in a safe condition during the letting.
35. The Hirer's signature on the application form confirms his/her agreement of the above conditions of booking and all other aspects of our school Lettings Policy.
36. A copy of the school's complaints procedures can be obtained from the school office or school website.

<p style="text-align: center;">BOOKING PROCEDURES (copy to be attached to application form)</p>

1. Applicants should fill in an application/booking form and return to the Site Manager.
2. The person signing the application form (then known as “the Hirer”) is responsible for all aspects of the let.
3. By signing the application form, the person signing is acknowledging and agreeing to adhere to all aspects and conditions of our school’s lettings policy.
4. A signed application does not guarantee the booking will be granted.
5. Where the application for a let is accepted, the applicant will be sent a letter provisionally confirming the let and an invoice to cover the cost of the let and any additional returnable deposit required.
6. The Hirer should then pay the booking invoice, in full, 28 days prior to the date of the let, and ensure that they receive a receipt of payment. This will then confirm the booking agreement. Any returnable deposit required (i.e. for special functions) must be paid immediately within 72 hours of the date the booking form was sent. Failure to pay the invoice and returnable deposit (where required) will result in the application for the let becoming void.
7. Where deposits are paid, the Hirer must ensure that he/she meets the representative of the Governing Body (usually the Site Manager) and signs for the conditions of the building on arrival.
8. *Hirers will automatically be charged for public liability insurance at a cost of £2.50 as part of the booking charge unless proof of adequate equivalent insurance is shown to the school (a photocopy will be taken for the records).*
9. Any requests for amendments to the booking must take place at least 14 days prior to the date of the let. Where amendments are agreed, an additional administration charge of £2.50 will be payable. The Hirer must not presume that any amendment will automatically be agreed. Confirmation of any amendments will be sent to the Hirer in writing.

BOOKING TIMES

(copy to be given to Hirer)

1. There will be no access to the premises before the commencement of the period. Hirers must allow sufficient time for preparation before the event when booking the time of the let.
2. Hirers must have left the premises by the end of the booked period. Sufficient time must be included to allow for clearing away and for all participants to leave the premise by the end of the booked period.
3. Availability of premise is negotiable. Please contact the school to find out the current hours of access.

CHARGES

1. Free to Community Groups.
2. £10 per hour to other groups.
3. £20 charge to all for locking up and caretaking only **if/when** out of hours.

CANCELLATIONS

1. The Site Manager must be notified of any cancellation at least 4 weeks prior to the date of let. However, notification at the earliest possible time is appreciated.
2. Where notification is given to the Site Manager at least 4 weeks prior to the date of the let, the booking charge will be refunded in full apart from the set administration charge.
3. Where notification is given to the school between 2-4 weeks prior to the arranged date of the let, the Hirer will be entitled to a 50% refund only.
4. Where notification of cancellation is given less than 2 weeks prior to the arranged date of the let, the Hirer will not be entitled to any refund.
5. Where a cancellation is made by the Governing Body of the school, the Hirer will be entitled to a full refund. The Governing Body will endeavour to notify the Hirer at the earliest possible moment, however, no guaranteed period of notice can be offered. Regardless of when notification is given to the Hirer, the Hirer will not be entitled to any compensation.

Please note:

- a. The above conditions apply for cancellation of total or part of a booking.
- b. Where the Hirer makes a permanent cancellation during the course of a letting agreement, the Hirer will receive a refund for any outstanding sessions but no compensation will be available.

COMPLAINTS PROCEDURES

1. What if the school has a complaint about our group/organisation ?

If the school has concerns about a let the following procedures will be followed:

1. A senior representative of the school will verbally raise the concern with the named Hirer.
2. If the matter remains unresolved, the Hirer will receive formal written notice of termination of the booking agreement. This will be implemented 72 hours from the date of the letter of notification

Please Note: If the Hirer blatantly breaks the conditions of usage, the let can still be terminated immediately.

2. What if I, as the Hirer, have a complaint about my let or booking agreement ?

If you as the Hirer have a complaint or concern regarding your let, the following procedures should be followed:

1. Talk to Headteacher and discuss the problem. Allow 5 working days for the situation to be resolved.
2. If still unresolved, the Hirer should notify the Governing Body through the Headteacher in writing and allow 5 working days for the situation to be resolved.
3. If still unresolved, the matter will be placed on the agenda of the next appropriate committee of the Governing Body. (If the concern needs urgent attention, a special meeting of this group will be convened.)
4. If still unresolved, the matter will be taken to the next full Governing Body meeting and the Hirer will receive a written response from the Chair of Governors detailing the outcome.

3. What if a third party complains ?

1. If the school receive a complaint from a third party the Governing Body will be notified of the complaint.
2. The matter will be investigated by a representative of the Governing Body and a written response will be sent to the complainant within 10 working days.
3. If any further correspondence is received, the matter will be placed on the agenda of the next appropriate Governing Body committee. A final response will then be sent by the Chair of the Governing Body explaining the final outcome.

APPEALS PROCEDURE

1. If a Hirer has a letting agreement withdrawn, they have a right to appeal to the Governing Body.
2. The appeal should be made in writing and will be presented at the next full meeting of the Governing Body.
3. The Hirer will be informed of any action and/or decision taken by the Governing Body.
4. The Governing Body's decision is final.

<p style="text-align: center;">BOOKING PROCEDURES CHECKLIST (for use of Site Manager)</p>
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1. Assess suitability of applicant (what does organisation do, charge, purpose proceeds going to be used for etc.).
2. Check availability of premises.
3. Check availability of Site Manager.
4. Issue application + Conditions of Booking and Usage and Booking Procedures to the potential Hirer (as attached).
5. Receive completed application form (mark date of receipt).
6. Check availability of /notify kitchen staff, where appropriate.
7. Book let into school diary (through Assistant Headteacher's PA) and site manager's diary with Hirer's contact number.
8. Notify bursar and invoice.
9. Send confirmation of booking.
10. Bursar send receipt of payment to the Hirer.
11. Confirm booking in diary, with caretaker and kitchen staff (where appropriate).

Letter from Bursar to Hirer – place on headed notepaper

CONFIRMATION OF BOOKING TO LET SCHOOL PREMISES

Dear

This is to certify confirmation of your booking to let the school premises as detailed in the Letting Invoice dated _____ which was previously sent to you.

Please find enclosed a receipt for payment covering the cost of this let.

We hope you will find our premises a satisfactory venue for your let and will consider using us again in the future.

Yours sincerely,

On behalf of the school.

To the Governing Body of Nidderdale High School and Community College

I _____ (please print)

of _____ Organisation

being over the age of 18 years, hereby apply for permission for the above stated Organisation to use the school premises as stated overleaf. I understand that if permission is granted, it will be subject to all conditions of booking and usage within the school's letting policy. I have read this lettings policy and understand that the permission to use the school premises will only be effective provided the conditions and regulations stated in the school's letting policy are adhered to.

I, on behalf of my Organisation, hereby agree to follow all conditions of the school's letting policy should permission be granted to use the school premises.

[I understand the school, through North Yorkshire County Council ("the Council"), maintain a Policy of Insurance in respect of the use of the above accommodation which, subject to its terms and conditions, will indemnify the applicants against liability at law and claimant's costs and expenses in respect of :

- 1. Death of or bodily injury to or illness of any person (fatal or otherwise) or damage to property other than property belonging to the Council to a limit of £1,000,000 in respect of any one accident.*
- 2. Damage to any property belonging to the Council to a limit of £25,000 in respect of any one incident, with an excess of the first £50 of any loss or damage in respect of each hiring.*

provided that I, on behalf of my organisation, take out Public Liability Insurance at a cost of £2.50 per session, as a requirement of conditions to use the school premises within the school letting policy.

I am aware that paying this premium does not absolve myself and my Organisation (as the Hirer) of the responsibility for injury or damage caused by our neglect during the hire.

I understand I must give immediate notice in writing to the Site Manager of any accident, damage or proceedings and no repudiation of liability negotiation or admission of liability shall be made to any Third Party. I will also give the same immediate notice, in writing, to the Chair of Governors of the School.

I, on behalf of my Organisation, agree to indemnify and keep indemnified the Governing Body and North Yorkshire County Council from and against all loss, damage, costs, claims, demands, expenses or charges which the Governing Body or North Yorkshire County Council may sustain or incur in respect of any matter arising out the use of the school premises or the conditions relating thereto insofar as the same are not covered by the said or any other policy of insurance effected by the Governing Body or North Yorkshire County Council or the obligation to give notice of any accident, damage, or proceedings as aforesaid is not fulfilled by us and to pay to the Governing Body or North Yorkshire County Council on demand at the school office or North Yorkshire County Council's principal offices at Northallerton, all such sums as may be payable by reason of this indemnity.

Signature of Applicant (Mr,Ms, Mrs) _____

Occupation _____

I understand it is my responsibility, on behalf of my organisation, to ensure that any area of accommodation used in the course of the letting is left in the condition in which it is found. I must also ensure that my organisation leave the premises at the time stated on the Permit.

Address _____

Telephone No. : Home _____ Work _____

Date _____