



North

Yorkshire County Council

Guidance on Risk Management within Extended Services and the Community use of school buildings

Extended Services



Children and Young People's Service

A responsive County Council providing excellent and efficient local services

Introduction

This guidance has been produced in order to provide a clear policy and procedural framework for the management of risk within extended services and the community use of school sites. It should be used by all those who have an interest in these activities, including: -

- School Governing Bodies
- Headteachers
- Schools staff involved in the letting of premises
- Diocesan officers
- Children's Centre Managers
- NYCC staff involved in the planning and commissioning of extended services
- NYCC staff involved in the delivery of extended services.

The guidance should be used in the planning, commissioning and delivery of all new extended services. It should also form the basis of a review of the provisions for the assessment and management of risk within existing extended services and community use of school sites.

Schools are no longer, and nor should they be, self-contained establishments that operate only between 9:00am and 3:30pm.

The County Council welcomed the Extended Schools initiative and has invested significant resources in its implementation and development around the County. As a consequence, schools and Children's Centres deliver a diverse range of services and activities that are designed to meet the needs of children, their families and the communities within which they live and which serve to make a contribution towards the five outcomes identified in the Every Child Matters agenda.

These activities and services are provided through different delivery models and in a range of locations, including schools, Children's Centres and premises that are owned / managed by external providers.

In addition to the provision of extended services the County Council encourages School Governing Bodies to make their school buildings available for use by as wide a range of community groups as is possible. Furthermore, a small number of schools have facilities that are made available for the use of individual members of the community, also through different management and partnership models.

The different arrangements that are entered into, and the increase in the number of people that use schools and other establishments at different times of the day, present new and different risks for Governing Bodies and those who organise and deliver services to be aware of and manage. In order to ensure that children and their families can continue to enjoy the use of school buildings and the extended services that are provided it is essential that a rigorous approach is adopted to the assessment and management of risk.

This document consolidates guidance that has previously been issued and provides a single, coherent framework with regard to the assessment and management of risk and insurance.

The document is consistent with the principles that are outlined in the 'Guidelines for Educational off-site visits and Activities' (NYCC CYPS January 2008) and available at <http://www.visits.n-yorks.net>. NYCC staff who are planning to undertake off-site visits through the Extended Services initiative should refer to both guidance documents.



Cynthia Welton

Guidance on Risk Management within Extended Services and the Community Use of School Buildings.

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Section One – Extended Services

1.1 Extended Schools Services

An extended school is one that provides access to a range of services and activities, often beyond the normal school day, to help meet the needs of children, parents and the wider community.

The core extended services to which all children should have access are: -

- Childcare
- Activities including study support
- Parental support
- Referral to a wide range of specialist support services
- Wider community access to school facilities.

The core offer represents the minimum level of activity that should be undertaken and schools should work with parents and their community in order to review the extent of their offer and, if appropriate, may offer additional services in response to demand.

1.2 Extended Schools Delivery

There are a number of different models for the delivery of extended services, each of which are appropriate according to the individual circumstances of schools.

The models are: -

Direct delivery by the Governing Body – where extended services are provided directly by the school and the Governing Body is directly accountable for the facilities and services provided.

Delivery by a Voluntary Management Committee – where a Governing Body establishes an organisation that is responsible for the delivery of extended services for one or more schools.

Delivery by an External Provider – where the Governing Body contracts or agrees with another organisation to provide and manage extended services either on or off the school site. Such services are provided according to strict service specifications that are defined and monitored by the Governing Body. Where the activity or service is provided on a school site then the school will enter into a formal agreement with the provider regarding their use of the premises (See Section 3).

Delivery in Partnership – through which the Governing Body may opt to work with other public and voluntary sector organisations to provide services. Examples include through working with local Primary Care trusts (PCTs), or Job Centre Plus.

Delivery through Schools Clusters – North Yorkshire’s Extended Schools Strategy encourages schools to work in cluster groups to ensure that children and families in every community have access to the full range of extended services.

Co-location with Children’s Centres – at the time of writing, there are 29 Children’s Centres operating within North Yorkshire many of which are situated either on or near to school sites (see Section 1.3 below). Governing Bodies may wish to work in partnership with Children’s Centres to ensure that their extended services are integrated with the delivery plan of the Children’s Centre.

Governing Bodies are able to adopt different models in the delivery of their offer of extended schools services. For example a school may choose to provide a Homework Club or IT Classes for Parents directly, to work in partnership with the PCT to provide a health related activity and to contract with a private sector organisation to provide specialist sports coaching.

All delivery models that are adopted for the provision of extended services should be underpinned by an agreement between the parties concerned that clearly establishes their respective roles, responsibilities and accountabilities, including with regard to the assessment and management of risk, and insurance liability.

1.3 Children’s Centres

Children’s Centres have obvious links with the delivery of extended schools services as they bring together early years provision with health and family support provision for the under 5’s.

Although the governance arrangements for Children’s Centres differ from those of schools, the delivery of their services is undertaken using the models that are described above, and the same approach is required with regard to the assessment and management of risk and insurance liability.

1.4 Risk Assessment and Management

The risk assessment and risk management process is at the heart of effective planning, preparation and delivery. It is not, and never has been, an additional activity. It is essential and informs all planning decisions and ongoing monitoring of the planned activities.

The purpose of the risk assessment and management process is to ensure that activities are delivered safely and that no one involved suffers any harm, or that damage is caused to property.

Governing Bodies and the commissioners / organisers of extended schools and children's centre services should be rigorous in their approach to risk management.

Risk assessments of new extended services need not involve complex health and safety considerations. Many of the necessary arrangements could already be in place and what will usually be required would be an extension of existing policies and procedures to include the new activity. An essential consideration will be ensuring that all of the parties involved are aware of their respective roles and responsibilities in respect of the assessment and management of risk

Risk Assessment

A risk assessment is a systematic process that considers all aspects of an activity and the extent to which it could cause: -

- Injury or ill health to those involved;
- Damage to, or loss of, property; or
- Damage to the environment.

Risk assessments can take many forms but all should identify significant **Hazards** and propose **Control Measures** to mitigate against the identified risks.

A written record should be made of all risk assessments clearly identifying all of the significant risks that have been identified and the control measures that have been proposed. It should also identify all of the people who need to know about the assessment and the control measures.

Once a risk assessment has been undertaken then: -

- **All** supervising adults must be aware of and fully understand the control measures and what they must do; and
- Children and young people should be involved in the process as much as possible.

A checklist of issues that should be addressed as part of a risk assessment of any extended school / service activity is provided at Appendix 1. This

checklist serves to inform the risk assessment process and is not an exhaustive list. Those undertaking a risk assessment should consider any other factors that may constitute a risk in the delivery of a specific activity and record them, together with control measures, as appropriate.

Further guidance and advice on the risk assessment process can be obtained from the CYPS Health and Safety Risk Manager.

Responsibility for Undertaking Risk Assessment

Where an activity is organised by the Governing Body / Children's Centre and delivered directly then the risk assessment(s) associated with the activity should be completed by the school / Children's Centre.

In the event that an activity is provided through any other delivery model, i.e. when the activity is not provided directly by the school or Children's Centre, then the provider is responsible for undertaking the risk assessment of their provision. However, it is the school's / Children's Centre's responsibility to ensure that the risk assessment is adequate. The school / Children's Centre will also have to review / renew their own risk assessment(s) that are associated with the activities of the provider. The agreement that is made between the commissioners of the service and the provider should clearly identify the role of each party with regard to risk assessment and management.

Where a Schools Cluster Group collaborates to provide services, participating schools should ensure that there is clear agreement as to the provisions made in respect of risk management. This will ensure that the actions that need to be taken in respect of the management of risk are clearly understood by each party. Schools participating in the delivery of extended services through cluster groups should be aware that irrespective of who is providing the service / activity it will be the host school that retains liability for accidents caused by site defects. It is important that the host school undertakes risk assessments in respect of the risks associated with the provision of the service on their site, and ensures that appropriate letting agreements are in place where necessary (See Section 3).

1.5 Insurance

The delivery of extended services through schools and/or Children's Centres may bring additional insurance requirements. Whatever model is used for the delivery of the service it is the responsibility of those who are commissioning the activity, **i.e. either the Governing Body of the School or the Children's Centre**, to ensure that appropriate insurance arrangements have been made.

The insurance arrangements for each activity will be determined by the respective delivery model: -

Direct Management by the Governing Body / Children's Centre

Services that are provided directly by schools and Children's Centres and which can be considered to be 'normal' school / educational activities will be covered under the terms of the County Council's Public Liability and Employers' Liability insurance policies, described below.

Delivery Through Schools Clusters

Where a Cluster group of schools collaborate in order to provide an extended service, participating schools are advised to prepare a written agreement setting out who is responsible for what.

Host schools should be aware that they will retain owner / occupier liability in respect of claims that arise from accidents to users caused by building defects, irrespective of who attends or provides an individual activity.

Other insurance aspects of delivery of services through cluster groups will be determined by the delivery model that is chosen and which are described below.

Public Liability – Governing Bodies / schools / Children's Centres will be covered by the County Council's liability insurance policies in respect of activities undertaken through extended services providing that they are similar to 'normal' school activities and appropriate for the age of the pupils, e.g. Breakfast and Homework Clubs

Any onerous activities that a school / Children's Centre would not be expected to deliver on a daily basis would not normally be covered by the County Council's policy. Schools / Children's Centres wishing to undertake such activities should contact the Insurance and Risk Management Section in the first instance but may be required to obtain separate insurance.

Volunteers who are acting on behalf of the Governing Body / Children's Centre in the delivery of the activities will be covered by the County Council's liability policies, providing that they are similar to 'normal' school / educational activities.

Employers' Liability – School and County Council staff who work in the school or Children's Centre will be covered by the County Council's Employer's Liability insurance in respect of the delivery of activities through the Extended Services initiative, providing that they are similar to 'normal' school / educational activities.

Any onerous activities which a school would not be expected to be delivered on a daily basis should be referred to the Insurance and Risk Management Section and separate insurance may be required.

Volunteers who are acting on behalf of the Governing Body / Children's Centre in the delivery of their activities will be covered by the County Council's liability policies, providing that they are similar to 'normal' school / educational activities.

Motor Insurance – A Governing Body / Childrens Centre should ensure that any vehicle that is owned or hired by them is insured. In order for vehicles to be insured through the Council then the vehicle must be declared to the Insurance and Risk Management Section.

Where employees or volunteers are asked to drive a County Council vehicle on County Council activities, providing that the vehicle has been declared to the Insurance and Risk Management Section, then insurance will be in place once the necessary checks have been completed and providing the employee / volunteer can meet the required driving licence criteria.

If the employee or volunteer uses their own vehicle, then they are responsible for arranging their own insurance cover. Employees and volunteers are required to obtain confirmation from their own motor insurers that their insurance policy is operative whilst the vehicle is used for County Council activities.

Before a private motor vehicle is used by an employee or volunteer the Governing Body / Childrens Centre should obtain their drivers details and ensure that: -

- The employee / volunteer driving the vehicle holds a current driving licence
- The vehicle has a current MOT Certificate (if appropriate)
- The insurance policy for the vehicle is valid whilst the vehicle is being driven for the activities of the County Council.

The Governing Body / Childrens Centre should retain copies of all relevant documents.

Property Insurance – Buildings and contents owned solely by the Governing Body / Children's Centre will be covered by the County Council's Property insurance policies in respect of all activities undertaken through the extended services initiative.

Providing the Governing Body / Childrens Centre has joined the in-house Balance of Risk Insurance Scheme then the buildings and contents owned by the school / Children's Centre and included on their inventory will be covered under the Balance of Risk Insurance Scheme in respect of Extended Schools / services activities. Equipment for more onerous activities should be declared to the Insurance and Risk Management Section and an additional premium may be charged.

Voluntary Aided Schools

Public Liability – Voluntary Aided schools are insured under the County Council Liability Policies, providing the extended schools activity is in respect of County Council / Local Authority / Educational related business.

The Governors of Voluntary Aided schools should make additional enquiries with their own insurers in respect of any extended schools activities that are not County Council / Local Authority / Educational related activities.

Employers' Liability – The County Council has Employers' Liability insurance in respect of Voluntary Aided schools for extended schools activities relating to County Council / Local Authority / Educational business.

Voluntary Aided Schools are the employing body of their staff and Governing Bodies should, therefore, make additional enquiries with their own Employers' Liability insurers to ensure that extended school activities are covered.

Property Insurance – Buildings and contents owned solely by the Governing Body will be covered for 90% of their value by the County Council's Property Insurance policies in respect of all Extended Schools activities providing that it is in respect of County Council / Local Authority / Educational business.

Governing Bodies of Voluntary Aided Schools should make additional enquiries with their own insurers to ensure that the 10% property insurance for which they are responsible will apply to extended services activities.

Delivery by a Voluntary Management Committee Set Up by the Governing Body

When Voluntary Management Committees are established, even with the involvement of Governing Bodies and School Staff, they must arrange for their own cover in respect of Public and Employer Liability insurance as outlined below

Delivery by an External Provider

The Service Agreement with the provider must specify that the provider is required to have both Public Liability and Employers Liability as outlined below

Delivery through Partnership Working

When working in partnership with other public sector or voluntary sector organisations it is important that the formal written agreement between the School / Children's Centre and the other organisation clearly identifies the responsibilities of each in relation to the delivery of the activity or service.

This will determine which organisation would be liable in the event of a claim being made. The Service Agreement should require the partner organisation(s) to have both Public and Employer's Liability Insurance as outlined below.

Public Liability – All external providers of extended services will be required to have their own public liability insurance to cover them against claims that arise from their negligent management of the activity. The minimum limit of indemnity should be £5 million.

Employers Liability – Third party providers will be required to provide their own Employer's Liability insurance with a minimum indemnity of £10 million.

Motor Insurance – Third party providers will be required to provide their own motor insurance.

Property Insurance – Buildings and contents owned solely by the Governing Body / Children's Centre will be covered by the County Council's Property Insurance policies in respect of all activities undertaken through the extended services initiative.

Providing the Governing Body / Childrens Centre has joined the in-house Balance of Risk Insurance Scheme then the buildings and contents owned by the school / children's Centre a included on their inventory will be covered under the Balance of Risk Insurance Scheme in respect of Extended Schools / services activities. Equipment for more onerous activities should be declared to the Insurance and Risk Management Section and an additional premium may be charged.

Third party providers will be required to provide their own contents insurance in respect of their equipment.

The commissioners of extended services through external providers must request from the provider written confirmation of: -

- The name of their insurance provider
- The extent of the indemnity cover (which must comply with the above requirements)
- The commencement and expiry dates of their policy
- Any exclusion or restriction clauses that are associated with the policy.

In the event that there is any doubt about the providers insurance then these should be referred to the Insurance and Risk Management Section.

1.6 Procedure for Arranging Extended Services and Activities

The standard forms that are contained at Appendix 2 of this guidance are to be used by all school and County Council staff who are planning, commissioning and delivering new extended services and / or activities.

They should be completed having regard to this guidance.

Extended Services Activity Proposal Form

This form is to be completed jointly in the initial discussion between the Commissioner and the potential service provider in order to gather information about the service provider, the service to be delivered, planned outcomes, the target group, rationale for the activity and monitoring arrangements. In completing the form clear responsibilities in respect of risk assessment and management, and insurance liability will be established.

Services Agreement Form

This is a formal agreement between the County Council and the service provider and clearly identifies the terms and conditions of the contract. This must be completed prior to the commencement of the services.

1.7 Other Risk Management Issues in Extended Services

Child Protection

All delivery models will also be required to take account of the County Council's procedures in respect of Child Protection. Where staff or volunteers are recruited for community activities and service, school staff vetting procedures with the Criminal Records Bureau will need to be carried out if normal duties include regularly caring for, training, supervising or being in sole charge of children under 18 years of age, or vulnerable adults.

Commissioners and organisers of extended services should make reference to the County Council's advice notes on recruitment, employee vetting and child protection, to ensure that the most current procedures are followed.

Health and Safety Issues

Schools may need to develop revisions to their Health and Safety policies as part of their planning for the provision of extended services. Under the Health and Safety at Work Act, 1974, the employer is responsible for the health and safety of its employees, and also for that of other people who are present on the premises or who are affected by the employer's undertakings. This would include those who are participating in extended schools activities.

Management responsibility for the school premises will remain with the Governing Body both during and after the normal school day. The only exception is where a legal agreement specifically delegates control of the premises to an external organisation or service provider (See Section 3).

The employer is required to have a health and safety policy in place. It is good practice for schools to develop their own more detailed health and safety policies, taking their individual circumstances into account. When any new activities are planned that may affect the health and safety of employees and other users of school premises then new risk assessments should be carried out to address the likely risk to staff, pupils and other users.

Where schools permit others to use their premises they should make them aware of health and safety duties and of any specific health and safety duties and the first aid arrangements on site.

Fire Safety

Commissioners of new services need to ensure that fire safety procedures are followed. Key elements of this will include: -

- A fire safety risk assessment should be carried out if any building work to be undertaken will affect the means of escape in the event of a fire.
- The fire safety risk assessment should consider egress for those with disabilities including deafness as well as mobility.
- Fire safety risk assessments should be monitored to ensure that they are compatible with the extended service activity
- If and when only parts of a building are in use to allow for the delivery of individual activities then escape routes should be open and accessible
- Fire exits should be clearly signposted
- At least one person in each activity group needs to be aware of the fire drill and the means of escape from the building
- Those responsible for the premises need to ensure that any equipment that is used for the purpose of the activity is compatible with existing equipment and electrical services and that it complies with safety requirements.
- Where public performances take place escape routes will need emergency lighting and fire doors should be operational. Attendants may be required in order to prevent overcrowding and to keep gangways clear. Any attendants should be familiar with the fire drill and escape routes.
- When members of the public attend stage or film shows on premises a Public Entertainment, Theatre or Cinema Licence may be required from the local district council. Such a licence will provide conditions in terms of the maximum number of people who can attend and in relation to emergency lighting etc. Advice in this regard should be sought from the relevant district council.

Building Security

In planning for the provision of a new service or activity a review should be undertaken of building security in order to identify possible additional risks. In the event that an activity is to be provided at a school outside of normal school hours then adjustments to the existing school opening hours and visitor control systems may be required.

Security is easier to manage when areas used for extended services delivery and community activities can be separated from the main school areas, and secured and locked separately.

In planning the delivery of extended services that are outside of the normal school day arrangements should be made for the securing of the school buildings and site that are clearly understood by all of the parties involved. This can be through delegation to responsible key holders or, after occasional use, by the school caretaker.

Governing Bodies should ensure that procedures are developed detailing the arrangements for the security of the school buildings outside normal school hours.

Section 2: Community use of School Sites

Governing Bodies should be rigorous in their approach to the assessment and management of the risks associated with all community use of their school site.

Governing Bodies have a legal responsibility for controlling the occupation and use of school premises both during and outside of the normal school day. In exercising this control governing bodies must have regard to the desirability of making the premises available for community use outside of school hours.

Within North Yorkshire, the County Council encourages the use of educational premises by as wide a range of community groups as possible and provides opportunities for youth and adults in which school facilities are central.

Schools also directly provide activities and services during which members of the community are present on the school site. This may include occasional activities such as School Fairs or the provision of more frequent services such as making the school's sporting facilities available for use by members of the public.

For the purpose of this guidance the term 'community' is used to refer to both organised groups and individual members of the public who attend a school site to use its facilities.

In addition Governing Bodies need to consider instances of the community use of their sites which they have not authorised, but where they may still have a responsibility to the site users (including those who may be undertaking illegal activity on the site).

Community use of school sites can, therefore, take 3 forms: -

- 1. Authorised Use** – managed directly by the Governing Body
- 2. Authorised Use** – managed by a Third Party; and
- 3. Unauthorised Use**

1. Authorised Use Managed Directly by the Governing Body.

Governing Bodies, and staff, often manage activities that involve members of the community utilising schools' premises and facilities.

This can include a range of activities that can be broadly categorised as follows: -

- 'Normal' School Activities – e.g. School Fairs or other fund raising activities; and
- 'Other' Activities – e.g. community use of a schools sporting or swimming facilities for leisure purposes, including on a paid for basis.

Governing Bodies should take an approach to the assessment and management of risk within the management of these activities that mirrors that described in Section 1 for the direct provision of extended services.

Risk Assessment

A detailed description of the risk assessment process can be found at Section 1.4 of this document.

Written risk assessments should be undertaken in respect of each activity that is being undertaken. Where individual activities are being provided by a third party then the third party should produce a risk assessment, although the school would be responsible for ensuring the adequacy of that assessment and consequent control measures that are established. The school would also be responsible for producing a risk assessment in respect of their areas of responsibility associated with the third party's activity.

A model risk assessment is provided at Appendix 1. A checklist (of issues that should be considered in the development of a risk assessment of community use of school premises) is attached at Appendix 2..

Insurance Responsibilities

If the Governing Body is responsible for the management and supervision of all aspects of the activity then, providing the activities are similar to 'normal' school activities, e.g. a School Fair, then the County Council's Employers' Liability, Public Liability, and Property insurance policies will apply.

If the activities are more onerous or the school's facilities are open to the community,, then the Governing Body should consult with the Insurance and Risk Management Section as such activities are not automatically covered by the County Council's Employer's Liability, Public Liability and Property Insurance policies. This includes where a school's sporting or swimming facilities are available for community use for leisure purposes.

For Voluntary Aided Schools the County Council's Employers' Liability and Public Liability will only apply in respect of County Council / Local Authority / Educational business. The Governing Bodies should therefore make additional enquiries with their own Liability insurers to ensure that non County Council / Local Authority / Educational activities are covered by their own insurance policies.

2. Authorised Use Managed by a Third Party

There are a number of circumstances when Governing Bodies authorise third parties to use school facilities both during and outside of the school day. They can be broadly categorised as follows: -

- LA approved use of school facilities
- Community Use authorised directly by the Governing Body
- Extended Services facilities.

Governing Bodies should note that: -

- Where the County Council undertakes activities within a school, including the delivery of community education, it should be regarded as being a third party; and
- Organisations including PTAs and others who undertake activities on behalf of the school are not the responsibility of the Governing Body and should be treated as being third parties.

In each instance it is the responsibility of the Governing Body to ensure that there is a formal written agreement between the school and the third party, and that adequate arrangements are made in respect of risk assessment and management, liability and insurance.

It is recommended that Governing Bodies adopt a formal Lettings Scheme / Policy in order to define minimum standards in terms of community use of the school site and including details in respect of liability, insurance and responsibility for the school site and security.

An example of a Lettings Policy can be found in Chapter 12 of the School Finance Manual a copy of which is attached to this guidance at Appendix 4.

Section 3 of this guidance provides further information about appropriate forms of legal agreement for allowing third party use of school premises.

Insurance Responsibilities

The Governing Body will need to ensure that the hiring party has adequate public liability insurance cover to cover them against claims that may arise due to the hiring party's negligence. The minimum limit of indemnity should be £5 million.

The Governing Body will be insured under the County Council Public Liability policy which will cover them claims that may arise due to their negligence.

For Voluntary Aided Schools the County Council's Public Liability will only apply in respect of County Council / Local Authority / Educational business. The Governing Bodies should therefore make additional enquiries with their own Public Liability insurers to ensure that non County Council / Local Authority / Educational activities such as hiring of premises are covered by their own insurance policies.

3. Unauthorised Use of a School Site

Landowners and occupiers of land are expected to take reasonable care for the safety of persons who they may reasonably expect to come onto their land. The duty to take reasonable care is a matter to be determined in light of the particular circumstances of each case. This duty applies to both visitors and, in certain circumstances, trespassers. The duty, arising from the Occupiers Liability Act, 1957, is to take care of the state of land so that visitors will be reasonably safe in using it for the intended or permitted purposes. A visitor includes anyone invited onto the land or permitted to be there. An occupier of land must also be prepared for children to be attracted to potentially dangerous areas and for them to be less careful than adults, and so must take appropriate action to minimise the risk of injury to them.

The duty of care is extended to trespassers in certain situations where the landowner / occupier is aware of the danger or has reasonable grounds to believe it exists, he / she knows or has reasonable grounds to believe that people might come near to the danger, and the nature of the danger is such that he/ she would be expected to offer some protection against it. In such circumstances the landowner / occupier discharges their duty by taking such steps as are reasonable in the circumstances to warn of the danger and discourage access to the land. This could include the erection of signs and secure fencing.

In the event that schools wish to discuss the security of their sites they should contact their Landlord Officer, based in the Corporate Property Landlord Unit, in the first instance.

Insurance

The Governing Body will be insured under the County Council Public Liability policy which will cover them claims that may arise due to their negligence.

For Voluntary Aided Schools the County Council's Public Liability will only apply in respect of County Council / Local Authority / Educational business. The Governing Bodies should therefore make additional enquiries with their own Public Liability insurers to ensure that non County Council / Local Authority / Educational activities, such as unauthorised use of a school site is covered by their own insurance policies.

Section Three: Formal Agreements for Third Party Use of School and Children's Centre Premises

Governing Bodies / Childrens Centres, in exercising their control over the occupation and use of their premises should not allow any use by third parties without there first being a formal written agreement that clearly establishes the roles and responsibilities of each party, including in respect of risk assessment and management liability.

Such formal written agreements can take the following forms: -

- Hiring Agreement
- Licence
- Lease
- Joint Use Agreement

1. Hiring Agreement

Hiring Agreements are suitable for use by schools in the event of one-off or infrequent requests for the hire of schools' premises.

Detailed guidance in respect of hiring agreements, and standard forms, are available in the Schools Finance Manual, Chapter 12 – Hire of Educational Premises.

Although Governing Bodies / Childrens Centres are responsible for approving lettings they must ensure that the correct administrative procedures are followed and that all relevant forms, as approved by the County Council, are issued. These may include: -

- Form H1 – application to hire a facility
- Form H2 – information and instructions to organisers of hirers
- Form H3 – application for hire of schools swimming pools
- Form H4 – conditions of hire of school swimming pools.

Governing Bodies should ensure that appropriate monitoring arrangements are established to ensure that hirers comply with all of the requirements established in the agreement.

2. Licence

Through entering into a Licence Agreement, Governing Bodies can permit third parties to use part of a school premises for a given period of time. They are appropriate for use when a school enters into an agreement with a third party to allow frequent use of its premises.

Schools are permitted to enter into licence agreements with third parties but should use a standard licence agreement that has been approved by the Authority, and a template for which is attached at Appendix 4 .

Governing Bodies should note that it is possible for an intended licence agreement to convert itself, through operation of law, into a full business tenancy. Schools should monitor the use of premises under licence agreements to ensure that initial sessional use does not intensify to the point where the licensee has exclusive possession of an area of the school.

With regard to risk management, the licence agreement should make specific provisions, as follows: -

Health and Safety

The licence should make specific reference to arrangements that the parties have agreed to, including the use of any equipment that the Governing Body may have agreed to, and should provide information about fire safety and the evacuation procedures.

Insurance

The agreement should clearly set out the responsibilities and liabilities of each party with regard to insurance. Generally third parties will be required to have the following insurance cover: -

Public Liability insurance to cover them against any third party (including the County Council) injury or damage claims caused due to their negligence whilst using the accommodation. The minimum limit of indemnity should be £5 million.

If the other party has employees, Employers Liability insurance to cover them against injuries to their employees caused due to their negligence whilst using the accommodation. The minimum limit of indemnity should be £10 million.

3. Lease

Lease agreements allow a third party to use part of premises, on defined terms and conditions, to the exclusion of everyone else, including the school. As such, Lease Agreements may be detrimental to both a school's interests and also those of the County Council.

Schools are not able to enter into lease agreements and, in the event that they are proposing such an agreement, should contact the Sites Officer within CYPS.

4. Joint Use Agreements

Joint Use Agreements are entered into where a resource is shared between a school and a third party, for example when a Multi Use Games Area (MUGA) on a school site is shared with the community and managed by the District Council outside of school hours.

Schools are not able to enter into Joint Use Agreements and, in the event that they are considering such a proposal, should contact the relevant Strategic Planning Officer, who would be responsible for co-ordinating the County Council's negotiations and decision making.

Proposals for Joint Use Agreements require the endorsement of members of the County Council at both the outset and once agreement has been reached on the proposed terms of the agreement.

The negotiated agreement would cover a wide range of issues including legal, financial, service, school and political considerations. Specifically, it would define the roles, responsibilities and liabilities of each party with regard to risk management, health and safety and insurance.

The usual practice with regard to insurance arrangements is that the County Council's insurance policy would cover normal school activities and any liability that arises from any negligence of the County Council. Other use that is outside of school hours and / or by the community would be required to be insured by the partner agency.

The insurance of the buildings and contents used under the Joint Use Agreement would also need to be reviewed and agreed with the County Council's Property insurers.

Each Joint Use Agreement is negotiated on an individual basis and would have the full involvement of the County Council's Insurance and Risk Management Section.

5. Formal Agreement for Third party Use of Children's Centres

Unlike School Governing Bodies, Children's Centre Managers are not able to enter into Licence Agreements for third party use of Children's Centre premises. Any use that would require a licence agreement must be authorised through the County Council's formal redeployment process, and will be subject to the procedures established in the contract procedure rules.

In some instances a licence for a period of less than 12 months can be signed by the Strategic Planning Manager under delegated authority.

Children's Centres who wish to discuss the development of such agreements should, in the first instance, contact the Sites Officer.

6. Formal Agreements for the Permanent Use of Non – NYCC Property

Service Commissioners who are considering entering into formal agreements in respect of the use of premises that are not owned by the County Council in order to deliver extended services, whether through a licence or a lease, should contact the Sites Officer.

Details of the premises will be required to be submitted to the Corporate Property Landlord Unit in order that the property can be inspected and an assessment made as to the suitability of the accommodation and all necessary approvals obtained under the County Council's acquisition process.

The County Council's Property Agents would be instructed to undertake negotiations in respect of formal agreement on behalf of the authority.

Extended Schools – Information to be used as required
when preparing Risk Assessments
*(please note: the table below is not a completed risk assessment but can be
used where applicable in preparing a risk assessment)*

Hazard Area		Controls in Place
1	Access & Egress – impact hazards in car park Access during snow and ice Deliveries to school site Slippery surfaces and trip hazards associated with site	Car Park opening/closing times Winter plan in place for access & egress routes around site including gritting times. Deliveries to site restrictions. Wet floor signs and cleaning regime Daily checks by caretakers and other staff
2	Security – unauthorised visitors on site	Coded lock on school gates shared with all organisations sharing the site Visitors signing in points Authorisation to Work on Site forms for ALL contractors who may bring risks to site All buildings locked at end of each day Premises checks made of all windows and doors Caretaking arrangements understood by all parties on site
3	Buildings hazards – Electricity	All portable electrical equipment PA Tested Fixed electrical installations checked every 5 years Incoming electrical equipment to be PA tested Residual Current Devices in place where required
	Lighting	All lighting is suitable for the environment Additional external lighting may be required for evening activities
	Heating	Strict rules in place for use of portable heaters. Disconnected after use. No gas heaters to be brought on to site
	Asbestos	Type 2 asbestos survey held on site. School responsible for completing risk assessment of asbestos locations on site All work on the fabric of the building requires that the Authorisation to Work on Site Form is completed. School to be made aware of all contractors on site. ATWS scheme applies.
	Legionella & biological hazards	School has legionella management plan in place including monitoring regime for cold/hot water temperature
4	Fire	School inducts extended services provider in fire procedures for site. Risk Assessments available. Procedures for out of ours activities agreed, including locking of fire doors in areas that are not to be accessed. Providers competent in use of Fire Extinguishers where applicable and complete their own Fire Risk assessment where applicable e.g. Private Nursery on School Site
5	Accident/III Health	Full access to First Aid equipment for providers Provider to have necessary First Aiders on site/ may come to agreement with school re provision of school staff e.g. paediatric First Aider provided by school . Provider aware of school address and has access to phone line on site

6	Other Emergency e.g. Flood, gas leak, asbestos incident, burglar alarm activated	Providers given written information of controls available to deal with all foreseeable emergencies
7	Equipment – Manual handling/ defective equipment/ Falls from PE Equipment	All school equipment is suitably maintained and without defects. Annual Checks by Hands Service and where appropriate nominated contractors e.g. Outdoor Play Equipment. Agreement in place with providers on permission to use equipment e.g. step ladders, ladders. Only trained persons to use such equipment. School to ensure that manual handling assessments are provided for use of equipment e.g. manual handling. Providers to be informed by school about equipment not to be used. Equipment laid out so as not to obstruct fire doors e.g. PE Equipment in Hall Landing mats and other safety equipment provided and used
8	Hazards associated with extended services activities on site	Provider demonstrates they employ competent staff to supervise activities. Providers to supply information on CRB checks of staff and where necessary volunteers. Where applicable copies of qualifications from recognised awarding bodies retained by school. Suitable and Sufficient Risk Assessments and where necessary safe working procedures provided to school. School provides necessary information to provider
9	Welfare – infection control e.g. use of toilets and water supplies	Provider to have access to school toilets when required
10	Hazards for Persons with Disabilities and Special medical needs	Information to be provided to School Management on any special needs requirements e.g. use of Evac Chair. Only trained and competent staff to use such equipment. School to check Personal Emergency Evacuation Plans are in place where providers make use of shared building. Provider has sufficient competent staff to address children/young persons with complex medical needs
11	Liability - Insurance Cover	Provider demonstrates where necessary the appropriate insurance cover for the activity e.g. Employers Liability /Public liability insurance
12	Personal safety – security of pupils leaving site (collection arrangements)	Provider demonstrates suitable and safe arrangements for pupils to be collected from site
13	Lone Working	Agreement required with provider on school/provider staff /volunteers lone working on site
14	Off Site Activities – activities at other venues, sports etc.	Providers should be working to at least the standards set out in the NYCC Off Site Visits Guidelines All necessary information (e.g. pupils with allergies or complex medical needs) passed to providers of off-site activities

Extended Services Activity Proposal Form

Guidance for completing this form – Please read

This document is to be used by those planning to provide services or activities in partnership with or through NYCC Children’s Centres, Extended Schools or Integrated Services.

Sections A and B must be completed by the service provider.

Section C must be completed jointly between the service provider and the Council Liaison Officer.

Section D must be signed prior to commencement of services or activities. In addition to this, the ‘Standard agreement with providers’ form must be completed.

A. Information about the Provider

Full name of organisation			
Contact person		Position	
Address			
Postcode		Fax	
Email address			
Statutory	Voluntary	Other	
Registered charity / company number (if applicable)			
Recognised quality management certification e.g BS / EN / ISO 9000			

Professionalism and Business Standing	Yes	No
Do any of the following apply to your organisation, or to any of the directors / partners / employees?		
Has been convicted of a criminal offence, if yes, please provide details		
Is in a state of bankruptcy, insolvency, compulsory winding up, receivership, composition with creditors, or subject to relevant proceedings		
What about past performance e.g. Have you had any contracts/SLAs terminated for poor performance in the last three years? If yes, please give details below?		
If the answer to any of these is “Yes” please give brief details below, including where appropriate what has been done to put things right:		

B. Information about the Service or Activity

Please give a brief description of **the proposed service / activity**

Please explain how the aims and objectives of this session contribute to the Children's Centre / Extended Schools Core Offer

Please identify who the partners for this activity are

ECM outcomes met (please tick) Refer to Appendix 1 for further detail	Be Healthy	Stay Safe	Enjoy and Achieve	Make a Positive Contribution	Achieve Economic Well Being
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Links to NYCYPSPB/NYCC Children and Young People's Plan:

Target group

Please describe who will benefit from this service/activity and how. Identify the numbers you might be working with and if targeting children - the age range

Which of the targeted groups are you planning to work with (please tick)

Pregnant teenagers and teenage parents	Lone parents	Children in workless households	Children and families in BME groups (specify group/s)	Disabled children and children of disabled parents
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Accessibility - what modifications are you making to ensure that your services are accessible to all adults/children (as appropriate to the activity)?

Please specify any other vulnerable groups in the Children's Centre / Extended Schools Cluster / Integrated Services area to be targeted.

Are there any additional benefits that participants may gain e.g. accreditation?

Have you delivered this service elsewhere previously? YES/NO
Please outline impact of previous work
Referees of previous work?

C. Rationale for delivery – Consultation, Outcomes and Resources

(The following section is to be completed jointly between the service provider and the Council Liaison Officer)

Participation / Consultation

Please explain what activity (consultation and involvement) has taken place and what might take place during service delivery to involve children, young people and their families in the design, delivery and evaluation of this service.

How will service users access this activity – how will it be promoted?

Evidence base for the activity to be undertaken
(Identify service data/research outcomes)

Please provide details of identified needs for this service / activity

How will you ensure that all families across the locality concerned (Children's Centre / Schools) may access the project? Please take into account the transport needs of more isolated schools.

Links to service plan/targets:

Resources

Please detail how this service/activity will be funded

What resources will be used to deliver the service/activity?
Identify: childcare, staff time, venue costs, materials, equipment and transport

Best Value

Please describe how you plan to ensure quality provision and value for money in service delivery

Monitoring and evaluation

How will quality of service delivery/activity be assured

What are the monitoring and evaluation arrangements

Please describe the output/outcomes indicators and quarterly milestones (if appropriate)

D. Agreement

I/We hereby agree toand to share outcomes information/data for analysis by NYCC Strategic Services / Performance and Outcomes Unit as required.

Proposal submitted by:

Signed (Organiser)

Date

Proposal agreed by:

Signed (Children's Centre Manager / ESO)

Date



Appendix 1 : Booking Checklist :

Please complete the table below

Item	Host organisational policy/procedures in place	Date valid from..... to	Originals seen and copies held by Children's Centre Manager/ESO (date)	Service provider does not have own policy in place and hereby signs to comply with NYCC policies and procedures
Public Liability Insurance Cover £ (minimum required is £5 million)				
Employers Liability Insurance Cover £ (minimum required is £10 million)				
Professional Indemnity Insurance £..... (If applicable)				
Child Protection policy				
Enhanced CRB checks in place (if worker to be alone with children or vulnerable adults). List staff members				
Evidence of qualifications / activity competence				
Equal opportunities policy				
Health and safety policy				
Risk assessment undertaken				

Submitted by:

Signed (Organiser)

Date

Approved by:

Signed

(Council Liaison Officer)

Date



SERVICES AGREEMENT FORM

Date

The Council

NORTH YORKSHIRE COUNTY COUNCIL of County Hall
Northallerton North Yorkshire DL7 8AD

The Provider

BACKGROUND

- 1. The Council wishes the Provider to carry out the services ("the Services") set out in the attached Service Specification ("the Services")
- 2. The Service will be provided for the Contract Period referred to in the Contract Conditions

THE AGREEMENT

- 1. The following documents are incorporated into this Agreement:
 - The Service Specification
 - The Contract Conditions
- 2. The documents in 1 are termed "the Contract Documents".
- 3. In consideration of the amounts to be paid to the Provider by the Council the Provider agrees with the Council to provide the Services to the Council's satisfaction in accordance with the Contract Documents.

SIGNED by duly authorised signatories of the Council and the Provider respectively.

.....

 for the Council

.....

 for the Provider



CONTRACT CONDITIONS

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1.0 Definitions and Interpretation

1.1 The following terms have the following meanings in the Contract: -

<i>Service Specification</i>	the attached specification detailing the services to be provided by the Provider under the Contract
<i>Council Liaison Officer</i>	the Liaison Officer referred to in Clause 3
<i>Contract</i>	the agreement for the provision of the Services made between the Council and the Provider and any subsequent amendment agreed in writing between the Council and the Provider
<i>Contract Charges</i>	the charges payable in accordance with the Contract by the Council to the Provider for the Services
<i>Contract Documents</i>	the contract documents referred to in the Contract
<i>Contract Manager</i>	the Contract Manager referred to in Condition 5
<i>Contract Period</i>to..... or such extended or reduced period as shall be agreed in writing between the Council and the Provider
<i>Contract Standards</i>	<ul style="list-style-type: none"> i the standards in the Contract; and ii with all the skill, care and diligence to be expected of a competent provider of services of a similar kind to the provision of services; and iii generally to the Council's satisfaction
<i>Services</i>	the services to be provided under the Contract and detailed in the Service Specification
<i>Sub-Provider</i>	a person or organisation who or which provides part of the Services with the agreement of the Council

Tender

the tender quotation or other proposals made by the Provider for provision of the Services and accepted by the Council

- 1.2 The Contract shall be governed by English Law.
- 1.3 References to: -
- (a) any Act, Order, Regulation, Statutory Instrument, etc, include any amendment or re-enactment
 - (b) one gender include any other gender
 - (c) persons include corporations
 - (d) singular includes the plural
 - (e) clauses are to clauses in the Conditions
 - (f) the Provider's staff include the Provider's partners, directors, employees, agents and sub-Providers.
- 1.4 The Contract represents the entire agreement between the Council and the Provider and supersedes all other undertakings, statements and agreements relating to the provision of the Services.

2.0 The Contract - General

- 2.1 The Contract Documents are mutually explanatory of one another but if there is any inconsistency between these Conditions and any provision in any other Contract Document, these Conditions shall prevail.
- 2.2 No deletion from, addition to, or variation of the Contract Documents shall be valid unless agreed in writing and signed by Council and the Provider.

3.0 Council Liaison Officer

- 3.1 The Council Liaison Officer is the person nominated by the Council to act on its behalf for the purposes of the Contract and may:
- (a) issue instructions to the Provider on any matter relating to the contract; and
 - (b) appoint representatives to act upon his behalf and shall notify the Provider of such appointment(s).

4.0 The Provider's Obligations

- 4.1 The Provider shall provide the Services in accordance with the Contract for the Contract Period to the Contract Standards.

- 4.2 The Provider shall inform the Council Liaison Officer immediately if it is unable to provide the Services or if the Provider is aware of anything which may prevent the Provider from complying with the Contract.

5.0 Contract Manager

- 5.1 The Provider shall appoint a Contract Manager approved by the Council. Any notice, instruction or other information given to the Contract Manager shall be deemed to have been given to the Provider.
- 5.2 The Provider shall notify the Council Liaison Officer in writing of the name, address and contact numbers of the Contract Manager and any deputy.
- 5.3 The Provider shall provide and shall ensure that its staff wear at all times, when engaged in the provision of the Services on Council premises such identification as the Council may require.

6.0 Modifications

- 6.1 The Council may agree with the Provider in writing to:
- provide additional services of a similar nature to the Services
 - increase or decrease the scope of the Services
- 6.2 The price to be paid for the modified Services shall be agreed in writing

7.0 Health and Safety, Data Protection and Other Statutory Requirements

Health and Safety

- 7.1 The Provider shall comply with the requirements of the Health and Safety at Work Act 1974 so far as they apply to the provision of the Services and throughout the Contract Period the Provider shall have in place a health and safety policy which complies with all statutory requirements.

Data Protection

- 7.2.1 The Provider's attention is drawn to the Data Protection Act 1998 ('DPA').
- 7.2.2 The Provider shall comply with the Data Protection principles contained within DPA and shall observe any other obligation under DPA which arises in connection with this Contract.

Human Rights Act and Other Legislation

- 7.3 The Provider shall comply with all other relevant statutory and other provisions relating to the provision of the Services including (but without limitation) the Human Rights Act 1998.

New Legislation

- 7.4 Without prejudice to Clause 7.1 – 7.3, where new legislation is enacted during the Contract Period which has the effect of changing the manner in which the Services or any part of them are to be provided the Provider shall ensure that:
- (a) the Council Liaison Officer is informed of the nature and effect of such legislation and the changes necessitated by it in the Services;
 - (b) the Services are provided in accordance with such legislation

Rights of Third Parties

- 7.5 A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Agreement.

Equal Opportunities

- 7.6.1 The Provider and any Sub-Provider employed by the Provider shall adopt a policy to comply with employers' statutory obligations under the Race Relations Act 1976. And, accordingly, will not discriminate directly or indirectly against any person because of their colour, race, nationality or national or ethnic origin in relation to decisions to recruit, train, promote, discipline or dismiss employees.
- 7.6.2 The Provider and any Sub-Provider employed by the Provider shall observe as far as possible, the Commission for Racial Equality's Code of Practice for Employment as approved by Parliament in 1983. This gives practical guidance to employers and others on the elimination of racial discrimination and the promotion of equality of opportunity in employment, including the steps that can be taken to encourage members of the ethnic minorities to apply for jobs or take up training opportunities.
- 7.6.3 In the event of any finding of unlawful racial discrimination being made against the Provider or any Sub-Provider employed by the Provider during the contract period by any court or industrial tribunal, or of an adverse finding in any formal investigation by the Commission for Racial Equality over the same period, the Provider shall inform the Council of this finding and shall take appropriate steps to prevent repetition of the unlawful discrimination.
- 7.6.4 The Provider shall, on request, provide the Council with details of any steps taken under Clause 7.6.3 above.
- 7.6.5 The Provider shall comply with the Sex Discrimination Act 1975, the Disability Discrimination Act 1995 and the Employment Act 2002 and any other relevant similar statutory requirements to which the Council is or becomes subject and shall satisfy the Council that:-
- a) its working practices do not involve the treatment of one group or individual less favourably than any others because of their sex, colour, race, nationality, ethnic origin, disability, religious beliefs or sexual orientation on any decision relating to their recruitment or employment with the Provider;
 - b) policies on discrimination are set out:-

- (i) in instructions to those concerned with recruitment, training and promotion;
 - (ii) in documents available to employees, recognised trade unions or other representative groups of employees;
 - (iii) in recruitment advertisements or other literature.
- 7.6.6 The Provider shall provide such information as the Council may reasonably request for the purpose of assessing the Provider's compliance with the above four conditions, including if requested, examples of any instructions or other documents, recruitment advertisements or other literature, and details of monitoring of recruitment and employees.

Freedom of Information

- 7.7.1 "FOI" means the Freedom of Information Act 2000, "Exempt Information" means information falling into the exemptions set out in the FOI, "Confidential Information" means information to which the confidentiality or commercial interests exemptions within the FOI may apply and "Working Day" means Monday to Friday inclusive except bank holidays.
- 7.7.2 The Council is bound by the provisions of the FOI and information relating to this Contract and to the provision of the Services may need to be disclosed to third parties in order for the Council to meet its obligations under the FOI.
- 7.7.3 The Provider shall make all reasonable efforts to assist the Council in meeting its obligations under the FOI. If the Council receives an access request under the FOI, the Provider shall upon request provide:
- (a) to the Council a copy of information requested which is held by the Provider on behalf of the Council within a period of 5 Working Days;
 - (b) access to an authorised officer of the Council, within a period of 5 Working Days, to inspect information held by the Provider on behalf of the Council.
- 7.7.4 Where it is necessary for the Provider to provide information to the Council which it believes to be Exempt Information, it shall state in writing to the Council the nature of the information and the relevant exemption. The Council will use reasonable endeavours to consult with the Provider before disclosing such information under the FOI. The Provider acknowledges that the final decision whether to disclose such information will rest with the Council and not with the Provider. Nothing contained in this Contract or any documents or negotiations relating to this Contract shall prevent the Council from disclosing any information which (in the Council's reasonable opinion or in accordance with any recommendation, notice or decision of a competent authority) it is required to disclose under the FOI.
- 7.7.5 The Provider shall observe the Council's Retention and Destruction Policy (details of which shall be provided by the Council to the Provider upon request) and shall not destroy information other than in accordance with this policy. If the Council notifies the Provider of a request for information held by the Provider which is due for destruction the Provider shall immediately suspend destruction of that information to allow disclosure to take place. Upon the termination of this Contract the parties shall agree which party has the control of the retained information. Should the Provider retain control of the information this clause shall remain in force beyond the termination of this Contract.

- 7.7.6 The Provider shall maintain an adequate records management system which will enable it to access the information within the time limits prescribed.
- 7.7.7 The Provider shall indemnify the Council against all claims, demands, actions, costs, proceedings and liabilities that the Council directly incurs due to the Provider's or any sub-Provider's breach of this clause 7.7 or any part of it.

Confidentiality

- 7.8.1 The Provider shall keep confidential all information obtained from the Council or through its provision of the Services which is Confidential Information whether or not the Council designates or marks that Confidential Information as confidential.
- 7.8.2 Subject to Clause 7.7 the Council shall keep confidential all Confidential Information provided to it by the Provider.
- 7.8.3 The provisions of Clauses 7.8.1 and 7.8.2 shall not apply to any information which:
- (a) is or becomes public knowledge (otherwise than by a breach of this clause 7.8);
 - (b) was in the possession of the party concerned without restriction as to its disclosure before receiving it from the other party; or
 - (c) is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure.
- 7.8.4 Nothing in this clause shall prevent the Council or the Provider from disclosing information under or in accordance with any legal requirement, or in accordance with any lawful requirements made by the Courts or by any regulatory body or inspectorate established by law.
- 7.8.5 The Provider shall ensure that all employees engaged in the provision of the Services or otherwise with access to information relating to the Services will abide by this confidentiality clause.
- 7.8.6 The Provider shall ensure that the terms of any sub-contract fully reflect the provisions of this clause 7.8.

8.0 Agency

- 8.1 The Provider shall not represent itself as being: -
- (a) the servant or agent of the Council (except as may be authorised under the Contract);
 - (b) authorised to enter into any contract or other obligation on the Council's behalf except as may be authorised under the Contract.

9.0 Indemnity and Insurance

- 9.1 The Provider shall indemnify the Council against all actions, claims, damages, costs and other expenses in relation to the injury to, or death of,

any person, and loss of, or damage to, any property, real or personal which is attributable to the negligent act or default of the Provider in connection with provision of the Services.

- 9.2 The Provider shall take out and maintain insurance against its liabilities under Clause 9.1 for the minimum sum of £5 million in respect of any one incident.
- 9.3 The Provider must take out and maintain employer's liability insurance in a minimum amount for each and every claim, act or occurrence or series of claims, acts or occurrences which complies with statutory requirements (which at the date of this Contract is £10 million).
- 9.4 The Provider must have professional indemnity insurance in an amount for each and every claim, act or occurrence or series of claims, acts or occurrences which is sufficient to cover its liabilities under this Contract.
- 9.5 The Provider shall supply to the Council on request copies of all insurance policies, cover notes, premium receipts and other documents necessary to establish compliance with Clause 9.2 – 4 inclusive.

10.0 Security

- 10.1 Where the Services are provided on the Council's property the Provider shall comply with the Council's security procedures.
- 10.2 The Provider shall use its best endeavours to ensure that access to any such premises is restricted to its staff and essential visitors.
- 10.3 The Provider shall if required issue pass to its staff who have access to any Council premises in such form as the Council may require.
- 10.4 The Provider shall be responsible for the safekeeping of any keys, passes and other means of access provided by the Council and shall only permit them to be given to the staff whose names and addresses have been supplied to the Council and then only to the extent required for the purposes of providing the Services. The Provider shall ensure that the Council Liaison Officer is informed immediately of the loss of any keys, passes and other means of access and shall pay the cost of replacement and/or any reasonable security measures implemented as a result of such loss.

11.0 Payment

- 12.1 The Council will pay the Contract Charges by.....instalments on satisfactory provision of the Services in accordance with the requirements of the Contract.

12.0 VAT

- 13.1 The Council shall be liable to pay to the Provider such Value Added Tax as may be properly chargeable on the Provider in respect of the provision of the Services (except to the extent that any such Value Added Tax or related penalties are chargeable because of the breach by the Provider of the relevant statutory provisions).

13.0 Assignment and Sub-Contracting

14.1 The Council shall only assign the Contract when required by operation of law including, but without limitation, by reason of the reorganisation of Local Government.

15.2 The Provider shall not:

- (a) assign the Contract in whole or in part;
- (b) sub-contract the provision of the Services in whole or in part without the previous written consent of the Council Liaison Officer which shall not relieve the Provider from any liability under the Contract. The Provider shall be responsible for the acts, defaults or neglect of any sub-Providers, as if they were the acts, defaults or neglect of the Provider.

14.0 Legal Proceedings

15.1 The Provider shall notify the Council Liaison Officer of any accident, damage, claim or breach of any statutory provision relating to the Services as soon as reasonably possible after becoming aware of such matter.

15.2 If required by the Council Liaison Officer, the Provider shall provide relevant information and assistance in connection with any legal inquiry, arbitration, court proceedings or internal disciplinary proceedings relating to the Services and if required shall give evidence in such inquiries or proceedings or hearings.

15.0 Local Government Ombudsman

16.1 The Provider should note that if a complaint is made to the Council by a third party relating to the Services the Local Government Ombudsman has the power to investigate such complaint and the Council requires the Provider fully to co-operate in such investigation. If the Council is found guilty of maladministration or injustice by the Local Government Ombudsman because of the act or default of the Provider the Provider shall indemnify the Council in respect of the costs arising from such maladministration or injustice.

16.0 Dispute Resolution

16.1 Any dispute or difference (in this Clause '**the dispute**') which arises between the Council and the Provider as to the construction of this Agreement, as to their respective rights, duties and obligations or as to any other matter arising out of or connected with the Agreement shall be determined in accordance with the provisions of this Clause.

16.2 The Council and the Council shall submit the dispute to a neutral adviser appointed by agreement between them to assist them in resolving the dispute. Either party may give written notice to the other describing the nature of the dispute, requiring it to be submitted to such a neutral adviser and proposing the name of a suitable person to be appointed. If no such person is appointed by agreement within 14 days after such notice is given, or, if no such notice is given within 28 days after the dispute has arisen, either party may request the Centre for Dispute Resolution to appoint a neutral adviser acceptable to both parties.

- 16.3 The parties shall, with the assistance of the neutral adviser appointed in accordance with Clause 17.2 above, seek to resolve the dispute by using an alternative dispute resolution (in this clause 'ADR') procedure agreed between the parties or, in default of such agreement established by a mutual adviser.
- 16.4 If the parties accept any recommendations made by the neutral adviser or otherwise reach agreement as to the resolution of the dispute, such agreement shall be recorded in writing and signed by the parties and, if applicable, the neutral adviser and it shall be binding upon both parties.
- 16.5 If: -
- (a) The dispute has not been resolved to the satisfaction of the parties within 60 days after the appointment of the neutral adviser; or
 - (b) Either party fails or refuses to agree or participate in the ADR procedure; or
 - (c) In any event the dispute is not resolved within 90 days after it has arisen
- then the dispute shall be resolved under Clause 17.6 below.
- 16.6 Any dispute which is to be resolved under this Clause shall be resolved by the decision of an expert whose decision shall, save as to manifest error, be final and binding on the parties. The expert shall be appointed by agreement between the parties or, if within ten days after the dispute fails to be resolved, the parties have been unable to agree then on application of either of the parties to the President for the time being of the Chartered Institute of Arbitrators.
- 16.7 Any costs and fees incurred by the parties which are not met in accordance with an agreement reached through the ADR procedure or in accordance with a decision reached by the expert under Clause 18.6 above shall be borne by the parties by whom they were incurred.

17.0 Termination

- 17.1 If the Provider:-
- (a) has offered any gift or consideration of any kind as an inducement or disincentive for doing anything in respect of this contract or any other contract with the Council; or
 - (b) has committed an offence under the Prevention of Corruption Acts 1889 to 1916; or
 - (c) becomes bankrupt; or
 - (d) has a receiving order made against it; or
 - (e) presents its petition in bankruptcy; or
 - (f) is subject to a winding up order; or
 - (g) has a receiver appointed; or

- (h) is in persistent and/or material breach of contract (by failure to achieve the Contract Standards or otherwise); or
- (i) changes its composition on staffing so as seriously to affect its ability to provide the Services; or

the Council may terminate the Contract immediately and recover its losses resulting from such termination under Clause 17.3 below.

17.2 The Council has relied on the information provided by the Provider contained in the Tender and any material misrepresentation contained in the Tender shall entitle the Council to rescind or terminate this Contract at its option.

17.3 If the Contract is terminated or rescinded under Clause 17.1 or 17.2, the Council shall:

- (a) cease to be under any obligation to pay the Contract Charges until the costs of the termination have been calculated and provided such calculation then shows an amount due to the Provider;
- (b) be entitled to reoccupy any premises and any other resources licensed or leased to the Provider in connection with the Contract;
- (c) be entitled to use an alternative Provider to provide the Services or to provide it itself;
- (d) be entitled, in respect of any costs directly resulting from the termination of the Contract, to deduct them from any amount which would have been due to the Provider under this or any other contract with the Provider or to recover them from the Provider as a debt. Such costs shall include the reasonable costs of the Council in terminating the Contract and making alternative arrangements for the Services;
- (e) when the total costs, resulting from the termination of the Contract have been calculated and after taking into account any deduction made by the Council from any sum which would (but for (a) above) have been due to the Provider, be entitled to any balance due to the Council which shall be recoverable as a debt, or alternatively the Council, subject to Clause 19, shall pay to the Provider any balance due.

17.4 The rights of the Council under Clause 19 are in addition to and without prejudice to any other rights or remedies the Council may have whether against the Provider directly or pursuant to any guarantee or indemnity.

18.0 Recovery of Sums Due to the Council

18.1 If any amount is payable by the Provider to the Council they may be deducted from the Contract Charges or any amount payable under any other contract with the Council.

19.0 Notices

19.1 Notices under the Contract must be in writing and may be served by either fax, personal delivery or recorded delivery to the addresses referred to in the Contract.

20.0 Waiver

20.1 Failure by the Council to enforce the provisions of the Contract shall not be construed as a waiver of or as creating an estoppel in connection with any such provision and shall not affect the validity of the Contract or the right of the Council to enforce any provision in the Contract.

21.0 Default

21.1 If the Provider has defaulted in the provision of the Services (whether through failure to adhere to the Contract Standards or otherwise) and the Council has either suffered a direct loss in consequence and/or the reputation of the Council has been, or is likely to be, adversely affected then the Council may, without prejudice to any other remedy available to it, either:

- (a) make such deduction from the Contract Charges(if payable) as the Council may reasonably determine by way of compensation; or
- (b) without terminating the Contract itself provide or arrange for the provision of the Services or any part of them until such time as the Provider has satisfied the Council that the Provider is able to provide the Services or the relevant part of them to the Contract Standard and during such period the Provider's provision of the Services in whole or in part shall be suspended; or
- (c) without terminating the whole of the Contract determine the Contract in respect of part of the Services and provide or arrange to be provided such part of the Services itself or by a third party; or
- (d) determine the whole contract.

21.2 The Council may charge the Provider any cost reasonably incurred by it together with any reasonable administration costs in respect of the provision of the Services in whole or in part by itself or by a third party to the extent that such costs exceed the relevant Contract Charges.

21.3 Where the failure to reach the Contract Standard is capable of remedy by the Provider then the Council may require the Provider at its own cost to remedy the failure and for the avoidance of doubt a failure to perform includes a failure to remedy.

21.4. The remedies in this Condition may be exercised successively in respect of separate failures by the Provider.

22.0 CRB Checking

22.1 The Provider shall carry out all necessary checks with the Criminal Records Bureau on all staff employed or (if any) volunteers engaged to provide or supervise the provision of the Services

SCHOOLS FINANCE MANUAL

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12.0 HIRE OF EDUCATIONAL PREMISES

12.1 Introduction

1. The LMS Scheme has had a significant impact on the lettings arrangements employed by schools.

With the exception of LA approved use, once a school is in receipt of a delegated budget it has the power to determine the use of school facilities outside normal school hours and also has the power to determine the scale of charges to be levied upon such users.

However, where a school is planning to allow an organisation **exclusive use** of a particular area in school it is essential that a lease be drawn up to protect the Council's interests. The Sites and Projects Officer in Policy and Development at County Hall should be informed of any exclusive use agreements and advice on leases must be obtained from Legal Services prior to any arrangement being entered into. In addition the Sites and Projects Officer can advise on the level of charge for the exclusive occupation of premises.

Some schools have joint use agreements with District Councils for the use of Sports Halls, artificial pitches etc, out of normal school hours. In such circumstances, schools need to be aware that arrangements for hire out of normal school hours should be referred direct to the appropriate controlling body, ie District Council or Provident Society. Such agreements tend to be specific to individual schools and advice on their application and operation should be sought from Continuing Education.

12.2 Classification of Users

1. The use of school facilities outside of normal school hours for all schools can be broadly categorised as follows:-
 - (a) School use of its own facilities, e.g. PTA meetings, Governors' meetings.
 - (b) LA Approved Use of School Facilities - e.g. community education.
 - (c) Other uses, such as exercise classes, etc, for which the school generally decides the charge to be levied the school will be responsible for the collection of any amount due.
 - (d) Extended Schools facilities, including out of hours childcare (see separate Extended Schools Guide).
2. Guidance with regard to the various types of users are detailed in the ensuing paragraphs. Appendix A to this section gives more detailed analysis of the categories of users together with a brief indication of what action, if any, needs to be undertaken by a school.

12.3 School Use of Its Own Facilities

1. At certain times during the course of a year a school will make use of its own facilities outside of normal school hours for purposes which include Governors' meetings, Parents' Evenings, PTA meetings etc. In addition Governors may decide that no charge be made for use of the school in connection with certain functions, e.g. a fund-raising function arranged by the PTA. In such circumstances schools will need to bear in mind that any costs arising from such a letting, e.g. heating, lighting, caretaking, cleaning, catering wear and tear etc, will be a charge against the school's budget share as provision for such use has already been allocated to schools through the formula.

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12.4 LA Approved Use of School Facilities

1. *Legal Background*

1. Section 40 and Schedule 13 of the School Standards and Framework Act set out arrangements for the control of school premises. In summary:
 - (a) Governing bodies have control over the occupation and use of school premises for all categories of maintained school, both during and outside school hours (subject to any provisions of a school's trust deed conferring rights on trustees or others);
 - (b) In exercising that control, governing bodies of all categories of school must have regard to the desirability of making the premises available for community use outside school hours;
 - (c) Governing bodies of all categories of school may make transfer of control agreements giving third parties control of the premises for certain purposes if the objective, in whole or part, is to promote community use. In some circumstances, governing bodies of foundation schools may require the prior consent of the Secretary of State. Governing bodies of community, community special and voluntary schools may require the prior consent of the LA;
 - (d) In the case of community, community special and voluntary controlled schools, the governing body's control is subject to any directions given by the LA. The LA may also give directions about the use of premises in particular circumstances to voluntary aided schools. In issuing any such direction, the LA should take account of, and aim to avoid any conflict with, activities already planned by the school. LAs may not give directions to foundation or foundation special schools.

2. *The Position in North Yorkshire*

1. The situation within the LA is that the County Council encourages the use of educational premises by as wide a range of community groups as possible and provides opportunities for youth and adults in which school facilities are central to many of the educational programmes on offer. These uses of school premises include other youth and adult education activities recognised by the Continuing Education Service including affiliated voluntary organisations.
2. The LMS Scheme has not changed the policy of the County Council in this area and the Authority will continue to work with Governors to secure arrangements which provide the maintenance of these activities. Where particular problems or concerns arise in relation to the extent or degree of such usage in individual cases it is expected that every opportunity will be taken to ensure that these are resolved with the Governing Body to the satisfaction of both the school and the user(s). In the last resort, however, circumstances may occasionally arise where it is not possible to secure the continued community provision with the agreement of the Governors and it may be necessary for the Corporate Director – Children & Young People's Service to use the power of direction afforded by the Code of Practice on LA-School relations, providing the direction does not amount to control of the premises.
3. The Authority has adopted a definition whereby the Authority may require the use of a school facility by the Community Education Service or by other approved organisations for up to three evenings a week and for one day at weekends. This is considered to be consistent with the powers of direction afforded to LAs by the legislation.

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4. With the introduction of the concept of Extended Schools, the LA has issued detailed specific guidance.

3. *Reimbursements to Schools in Respect of LA Directed Use*

1. In accordance with the requirement of the legislation, the Executive Member for Children & Young People's Service has agreed a scale of reimbursements in respect of LA Directed Use. The approved scale of charges is standardised across the county and produces a reimbursement to schools related to the number of classrooms (or their equivalent) in use for the directed period whilst also having regard to the fact that certain costs fall upon a school once it is open irrespective of the number of classrooms (or their equivalent) actually in use. The scheme of reimbursement can be summarised as follows:-

- (a) A **basic element** payable for every hour that a school is open for use plus
- (b) An **enhancement** directly related to the number of classrooms (or their equivalent) in use.

2. Appendix B details the latest rates.

12.5 Other Use of School Facilities

1. *General*

1. Use of school facilities outside of normal school hours, other than those described in Sections 12.3 and 12.4 can broadly be split into three main categories, namely:-

- (a) those for which the LA determines the level of reimbursement to be sought from the users,
- (b) those for which Governors have complete discretion to set their own level of charges, and
- (c) those where there is a joint use agreement with the District Council.

Further details on the first two categories are included in the following paragraphs.

2. *Uses for which the LA determines the Level of Reimbursement*

1. Types of use falling into this category are:-

- (a) Statutory purposes, e.g. use as a polling station.
- (b) Parish Council (and similar) meetings.
- (c) Parliamentary election meetings.
- (d) Meetings arranged by the Corporate Director – Children & Young People's Service, e.g. consultation meetings.
- (e) County Councillors' surgeries.

Although the procedures for the collection of income/reimbursements will vary between each of the categories outlined above, the level of income/reimbursement should only reflect out-of-pocket expenses. The levels of reimbursement for LA Directed Use are detailed in Appendix B.

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2. *Use of Premises for Statutory Purposes (including Parliamentary Election Meetings)*

School premises may be used for the purpose of taking the poll at Parliamentary or Local Government Elections, counting the votes at such elections, or public meetings held during the period between the issue of the writ or notice of the election and the day preceding the poll, by candidates at Parliamentary or Local Government Elections (as defined by the Representation of the People Act 1983). In these cases application by the Returning Officer should be made to the Authority and by candidates to the Governors.

Charges in respect of out-of-pocket expenses will be made in each case and Children & Young People's Finance will raise invoices to the Returning Officer for such out-of-pocket expenses and will then credit the schools accordingly.

3. *Use of Premises for Parish or Town Council (and Similar) Meetings*

In accordance with the Local Government Act 1972, school premises may be used when not required for educational purposes for the purposes of a Parish Meeting, Parish Council Meeting or the administration of Parish Funds by any Committee or Officer of the parish provided that notice is given and that no suitable room vested in the parish is available. Schools should seek reimbursement from the Parish Council in respect of such use and charges should only reflect out-of-pocket expenses which will equate to the levels of reimbursement for LA Directed Use as detailed in Appendix B.

4. *Meetings Arranged by the Corporate Director – Children & Young People's Service*

From time to time the Corporate Director – Children & Young People's Service will find it necessary to arrange meetings outside of normal school hours for purposes such as consultation meetings. In such circumstances the Authority will reimburse schools in line with the scale of charges detailed in Appendix B. However, as these meetings will not be part of the Community Education provision of the Authority, schools are requested **not** to include details on the half termly LA Directed Use claim form but to invoice the Authority separately.

5. *County Councillors' Surgeries*

The County Council have adopted a scheme for making suitable accommodation available for use by County Councillors wishing to hold surgeries in their area. In the event that a Councillor requests use of a school, the Corporate Services Support Services Business Unit (Room 18) will arrange directly with schools the availability of dates, rooms etc. Again, reimbursement will continue to be in line with the scale of charges detailed in Appendix B, ie to reflect out of pocket expenses only. Schools should seek reimbursement directly from Corporate Services Finance, Room 70, County Hall, Northallerton using form H1.

3. *Uses for Which Governors Have Discretion to Set Their Own Level of Charges*

1. Examples of use falling into this category are as follows:-

- (a) Use by affiliated societies when the school is not being used for other community education activities.
- (b) Political meetings, e.g. surgeries (but excluding County Councillors' Surgeries).
- (c) Private functions.
- (d) Out of Hours Childcare.

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2. Governors should adopt a lettings policy (sample format shown at Appendix C) and set their own level of charges. It is generally anticipated that, as a minimum, Governors will wish to recoup any costs incurred unless they have a specific requirement to subsidise an event, e.g. a PTA Dance. It should be noted that the LMS Scheme allows schools to cross-subsidise lettings for community and voluntary use with income from other lettings, provided that there is no net cost to the budget share. On the assumption that Governors wish to at least cover costs incurred, it is recommended that minimum charges should be based on the figures detailed in Appendix B which, in average terms, will cover costs of heating, lighting, wear and tear etc.

12.6 The Use of School Kitchens

1. When considering a letting application, Governors may give approval to the hirer using the school kitchen. However, in accordance with the conditions of the catering contract (where the school has let one or participates in a County-organised contract), the contractor is responsible for the maintenance of the kitchen equipment and for the replacement of lost or damaged light equipment. Under such circumstances it will be necessary for any potential user of catering equipment, or the kitchen premises, to also seek the prior approval of the contractor. The catering contractor may also require that a member of the contractor's staff be present during the period of the letting in a supervisory capacity. When determining the level of charges to be levied Governors will need to be aware of the level of charge, if any, to be levied by the catering contractor. In addition, Governors will need to consider any minimum charge to be levied in respect of costs incurred in producing the refreshments. A nil charge may be considered appropriate if only light refreshments are to be produced but if the refreshments are more substantial a charge per meal produced may be considered appropriate. If you require any further advice please contact the Client Catering unit on 01609 532167.

12.7 The Use of School Grounds

1. The setting of charges for the use of school playing fields can be difficult in that, unless changing rooms are also being used, there are no obvious direct additional costs arising from such a use. However, Governors will need to be mindful of the significant additional wear and tear and additional grounds maintenance costs arising from the hire of the facility. This will be particularly relevant if facilities are to be let for a period of time, e.g. a football or rugby season. The Client Manager will be able to give advice about the feasibility of such lettings and will be able to give an indication of possible consequential costs to the school and Governors are strongly recommended to follow this course of action. In addition, Governors may find it helpful to take into account the level of charges made for the use of other playing fields in the area.
2. When agreeing to the letting of school grounds, Governors should ensure that appropriate supervision arrangements in connection with the use of fields for organised games are in place. They should request the club to arrange supervision and submit details for their approval, and/or they may require that the supervision may be carried out by a person whom they may nominate, such as a member of staff, and that the wages of such a person shall be recharged by the school to the club concerned.

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3. After the use of playing fields by an outside organisation, Governors may require that the hirer inspect the grounds and ensure that litter, especially dangerous litter, is removed. Governors may also wish to inform the hirer that should this task be carried out unsatisfactorily, then any costs incurred by the school in remedying the situation will be a charge to the hirer.
4. **When making arrangements for the letting of school fields, Governors should inform potential hirers that in the even of unsuitable weather or grounds conditions, the use of grounds may be cancelled without notice in order to prevent undue damage to the facilities.**

12.8 The Use of Swimming Pools

1. In determining the minimum cost to be charged in respect of a letting for a swimming pool, Governors will be aware that a conversion into classroom equivalent numbers on the basis of floor area only is likely to lead to an under-recovery of costs. The Client Manager should be consulted for advice on the levels of charges.
2. Governors **must** ensure that the Authority's safety requirements for the use of swimming pools, as specified on the application forms (H3 and H4) are strictly complied with.

12.9 Recommended General Points to be Considered by Governors when Establishing a Lettings Scheme

1. The following sub-paragraphs detail a number of issues which the Authority recommends that Governors should give consideration to when establishing lettings procedures for their school. Governors may wish to adopt or customise the lettings policy attached at Appendix C for their own use.
 - (a) Governors may wish to delegate all or some of their powers and responsibilities in respect of lettings to their Chairman and/or the Head in order to deal with requests within a reasonable time scale.
 - (b) Hirers may be held responsible for damage to premises or property which occurs during or as a result of their letting. On the application form completed by the hirer they should signify their agreement to this and any other requirements as deemed appropriate.
 - (c) Insurance for liabilities incurred by the Governors with regard to lettings at all schools except Voluntary Aided Schools is the responsibility of the Authority, but insurance for liabilities incurred by hirers and any personal accident insurance they may deem necessary are the responsibility of the hirers.
 - (d) Governors should consider what restrictions, if any, should be put on smoking by persons using the premises and ensure that any restrictions are clearly conveyed to hirers.
 - (e) Governors should make clear to hirers that they are responsible for removing or otherwise disposing of litter and rubbish resulting from their use of the premises and/or grounds.
 - (f) Governors may consider it sensible that a reasonable notice of lettings should be given at all times and a minimum period of two weeks may be deemed appropriate. This will be particularly relevant if as a result of the letting, either the cleaning or catering contractors have to be approached as a consequence of additional requirements resulting from the letting.

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(g) Governors, when permitting hirers of premises to use certain items of equipment, may wish to ensure that they are satisfied about the competence of the hirers to use such equipment. Governors may also deem it appropriate to enhance the lettings charge in respect of such use.

(h) Governors should ensure that appropriate supervision arrangements are in place for the use of grounds and buildings.

12.10 **Occasional Licences for the Consumption of Alcohol (obtainable from the local Justice Clerks office)**

1. Governors may wish to permit occasional licences to be taken out by hirers in respect of functions held on school premises but in doing so must ensure that the premises are used exclusively for the function or that the premises used are isolated from any part of the premises used at the same time for any other purposes. Governors will also need to be aware that licences are required for functions organised by themselves where alcohol is to be consumed, such as wine and cheese evenings. For the avoidance of any doubt Governors/hirers should contact their local Justice Clerks office direct.
2. Governors must also ensure that the granting of an occasional licence in respect of the premises does not infringe any restrictive covenants relating to the school site.
3. It is recommended that except during the school holidays, Governors should only permit licensed bars on school premises on Friday or Saturday evenings, and that the hirers of the premises must undertake to remove all bottles, glasses and any other equipment concerned with a licensed bar from the school premises not later than the day following the holding of the licence.

12.11 **Other Licences**

1. Guidance on Licences that schools may require is included at Appendix D. Further information can be obtained from either your local District Council or Legal Services.

12.12 **Health and Safety at Work etc Act 1974**

1. On each occasion a letting is agreed, "information and instructions to organisers of events held on County property" must be issued to the organiser. A recommended format (Form H2) is shown as an Appendix to this section. This is required in pursuance of the Authority's obligations under Sections 3 and 4 of the Health and Safety at Work etc Act 1974.
2. The basis of concern over lettings of County Council owned property or equipment and non-employees arises from Section 3 and Section 4 of the Health and Safety at Work etc Act 1974. In essence these sections place responsibilities on those persons who are responsible for the hiring out of premises. Such persons are required to:-

"take such measures as is reasonable for a person in his position to take to ensure, so far as is reasonably practicable, that the premises or means of access thereto or egress therefrom and any plant or substances in the premises or as the case may be provided for use there, is or are safe without risks to health."

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For the purpose of the Lettings Scheme, Governors may assume that as far as the safety of the fabric of the building is concerned, that this is taken care of through the usual regular maintenance and inspection systems and that as a consequence the fabric, plant and equipment are as safe as is reasonably practicable. However, Governors must ensure that prospective hirers are aware of the important organisational or environmental factors which if neglected could lead to hirers being put at risk, either through ignorance or through their own errors.

On each occasion letting occurs, information and instructions must be issued by the school to the organisers of the event. A recommended standard lay-out is included in Form H2 and when followed the issuing of a notice or instructions indicates that the controllers of the premises have drawn certain hazards or systems to the attention of hirers and this will go a considerable way to establishing that the Governors, and consequently the County Council, has attempted to do everything reasonably practical to ensure the safe operation of the premises under their control.

12.13 Administrative Procedures

1. Although the responsibility for approving lettings belongs to Governors and collecting any income due also belongs to the Governors, it is recognised that appropriate administrative procedures will be required if this task is to be carried out efficiently. To assist in this matter the forms issued by the Authority have been suitably amended and copies must be used by schools. These forms must be completed by the school and signed by the hirer prior to the letting taking place. The forms in question are:-
 - (i) Form H1 - application to hire a facility
 - (ii) Form H2 - information and instructions to organisers of hirers
 - (iii) Form H3 - application for hire of school swimming pools
 - (iv) Form H4 - conditions of hire of school swimming pools

Copies of the suitably amended forms are incorporated at the end of this Section of the guidance for information and further copies can be obtained from Children & Young People's Finance.
2. Well in advance of any letting (the suggested minimum period is two weeks) the Head should contact, where appropriate, the caretaking and cleaning contractors and catering contractors if work is required of either or both of them as a result of a letting. It is also suggested that at this time an indication of their charges should also be sought.
3. After the letting has taken place, the Head should ensure that the correct charge is levied on the hirer and that the income due is collected in due course. In certain cases it may be possible to render an account in advance or demand payment in advance as a condition of the letting.
4. It is recommended to Governors that a Lettings Record Book or database be maintained at the school recording:
 - (i) the date and duration of each letting
 - (ii) the rooms used
 - (iii) the charge to be levied upon the hirer

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Whilst no application forms are completed in respect of LA directed use, it is recommended that such use be recorded in the lettings record for audit purposes. It is considered that the maintenance of a lettings record book is highly desirable for a number of purposes but particularly as a check that all income due has been collected as well as ensuring payments are made by the school in respect of such things as payments to the cleaning contractor, catering contractor and overtime payments to staff.

5. In arranging for the cleaning contractor and/or the catering contractor to carry out work as a result of a letting, Governors should bear in mind that any payments due to staff will be made by the contractor concerned and the school charged an appropriate amount in due course. **Under no circumstances should any other payment be made to the staff of the contractors.**
6. Once a letting agreement has been made, schools should make arrangements to ensure that:
 - (a) The premises are open and available to the hirer at the commencement of the letting. Any specified requirements of the hirer, e.g. chairs, equipment etc should be available in that part of the premises to which the hiring relates.
 - (b) Arrangements should be made to ensure that the premises used are cleaned (if necessary) and reinstated after use so as to be available for school use.
 - (c) The premises are secured immediately after the completion of the hiring by a designated keyholder.
7. Reimbursements due in respect of LA Approved Use are to be obtained from the Authority by submitting the appropriate claim form (ERD004) on a termly basis to the LA. Reimbursements will then be calculated and reimbursed to schools through the monthly BAFS remittance advice procedure.

12.14 Arrangements for the Collection of Income

1. It is the responsibility of the school to ensure that any charge due is levied and collected. Details of the procedures to be followed are detailed in Section 11.

12.15 Lettings and VAT

1. Under certain circumstances the Authority, and consequently a school with a BAFS account, **must** charge VAT on certain lettings. Full details of the circumstances are included in Appendix 2 of Section 16.
2. When VAT on a letting has been charged schools must ensure that this is correctly reflected on the proforma invoice, properly recorded in the school's financial system and appropriately included in the monthly VAT return which is to be made to Children & Young People's Finance. Full details of the procedures to be followed in respect of properly recording VAT transactions are also included in Section 16.

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12.16 Efficient Use of Premises

1. Whilst the LA's policy remains that of encouraging the full use of educational premises and grounds by local communities and whilst the Governing Bodies of schools now have full responsibility for the approval of lettings, it is recommended that Governing Bodies should have regard to the following points when approving and fixing charges for lettings:-
 - (i) At weekends and holiday periods the heating systems at most establishments function at frost protection level only and therefore lettings at weekends and in holiday periods can incur significant increases in the cost of fuel at these establishments.
 - (ii) Where establishments are extensively used out of normal hours, it is recommended that such use should be planned, if possible, in such a way that it is concentrated into particular areas of the building or on particular evenings. For example, it is recommended that where establishments occupy large or split sites, use outside normal hours should be restricted as far as possible to one building or part thereof if they are separately heated. If buildings are infrequently used it is recommended that lettings should be concentrated as far as possible on evenings when the building is already in use.

APPENDIX A

ANALYSIS OF CATEGORIES OF USE OF SCHOOL FACILITIES

Type of Use	Action to be taken by school			Notes
	Inclusion on termly claim form for LA directed use (ERD004)	Invoices to be raised by school	No action required	
1. School use of its own facilities eg Governors' meetings, PTA meetings, Parents' evenings, school concerts etc	-	-	✓	Resources already allocated through the formula
2. LA directed use of school facilities				
(a) Youth Service usage				
(i) Regular use by the LA Maintained Youth Service and Registered Voluntary Youth Organisations (eg Cubs, Scouts, Brownies, Guides, Young Farmers, Army Cadet Force etc)	✓	-	-	Lists of registered voluntary groups are available from the Youth Officer if required.
(ii) Irregular use by the LA Maintained Youth Service and Registered Voluntary Youth Organisations	✓	-	-	
(b) Adult Education Usage				
(i) Programme as agreed with the Head of Centre	✓	-	-	The Local Head of Centre/Community Tutor or Adult/Community Co-ordinator at the College can clarify if necessary.
(ii) Agreed use by the WEA	✓	-	-	
(iii) Agreed use by the extra mural departments of Leeds University, Hull University and the Open University	✓	-	-	
(iv) Use by affiliated societies when the school is already being used for other adult education activities	✓	-	-	
(c) Local election meetings	✓	-	-	Details of affiliated societies will be available from the local Head of Centre/Community Tutor or Adult/Community Co-ordinator at the college
3. Other Uses				
(a) Statutory purposes, eg use as a polling station	✓	-	-	In line with previous practice the Corporate Director – Children & Young People's Service will raise invoices to the District Councils for out of pocket expenses and credit schools accordingly.

Type of Use	Action to be taken by school			Notes
	Inclusion on termly claim form for LA directed use	Invoices to be raised by school	No action required	
(b) Use by affiliated societies when the school is not being used for other community education activities.	-	✓	-	In accordance with the arrangements it will be the responsibility of Governors to determine the charge to be levied.
(c) Parish Council (and similar) meetings providing that no suitable room vested in the parish is available	-	✓	-	Charges should reflect out-of-pocket expenses.
(d) Political Meetings, eg surgeries etc	-	✓	-	Governors to decide charges to be made (pre-LMS requirements was that standard charge be levied).
(e) Parliamentary election meetings	-	✓	-	Charges should only reflect out-of-pocket expenses.
(f) Local election meetings	✓	-	-	
(g) Meetings arranged by the Corporate Director of Children & Young People's Service, eg consultation meetings	-	✓	-	Reimbursement will be in accordance with the scale of charges for Local Approved Use but are not to be met from Adult Education or Youth Service budgets and schools are requested to invoice the Authority separately.
(h) Private functions	-	✓	-	Governors to decide charge to be made.
(i) Out of Hours Childcare	-	✓	-	Governors to decide charges to be made.
(j) County Councillors' surgeries	-	✓	-	Charges should reflect out-of-pocket expenses.

APPENDIX B

Levels of Reimbursements for 2006/07

a)	<u>Energy Wear and Tear</u>	
	- classroom equivalent hour	£1.48
	- hours of opening	
	- Primary	£5.17
	- Secondary	£8.97
b)	Contract Caretaking & Cleaning	As per Contract Rates
c)	<u>Caretaking</u> Outside Contract:	
	Floor area of school	
	School between 1m ² & 1,799m ²	£ 7.36
	Schools between 1,800m ² & 3,000m ²	£ 14.93 per letting
	Schools between 3,001m ² & 6,500m ²	£ 18.66 per letting
	Schools over 6,501m ²	£ 23.33 per letting
d)	<u>Cleaning</u> Outside Contract	See table below
e)	Computer use per session	£0.50 per computer
f)	Use of pitch (<u>NOT</u> per playing field)	£5.50 per pitch

LETTINGS CHARGES / CLEANING 2006/07
LA AND SCHOOL/SITE GENERATED REGULAR LETTINGS

	Area (m ²)	Mon - Sunday £ / occasion	Not Used £ / occasion	Bank Holiday £ / occasion
0		0.00	0.00	0.00
1	Up to 150 sq m	6.18	11.60	15.48
151	151 - 300 sq m	10.26	14.50	19.35
301	301 - 450 sq m	14.37	20.31	27.09
451	451 - 600 sq m	18.48	26.12	34.82
601	601 - 750 sq m	22.59	31.90	42.57
751	751 - 900 sq m	27.59	38.99	52.34
901	901 - 1050 sq m	33.71	50.29	63.57
1051	1051 - 1200 sq m	41.18	64.87	77.54
1201	1201 - 1350 sq m	50.29	83.67	94.57
1351	1351 - 1500 sq m	61.43	107.91	115.35
1501	1501 - 1650 sq m	75.04	139.19	140.69
1651	1651 - 1800 sq m	91.65	179.52	171.61
1801	1801 - 1950 sq m	111.97	231.55	209.31
1951	1951 - 2100 sq m	136.75	298.65	255.29
2101	2101 - 2250 sq m	167.05	385.20	311.38
2251	2251 - 2400 sq m	204.05	496.83	379.79
2401	2401 - 2550 sq m	249.24	640.81	463.23
2551	2551 - 2700 sq m	304.50	826.53	564.99
2701	2701 - 2850 sq m	372.01	1,066.09	689.11
2851	2851 - 3000 sq m	454.49	1,375.07	840.50
3001	3001 - 3150 sq m	555.26	1,773.61	1,025.15
3151	3151 - 3300 sq m	678.37	2,287.65	1,250.36
3301	3301 - 3450 sq m	828.77	2,950.67	1,525.04
3451	3451 - 3600 sq m	1,012.52	3,805.86	1,860.07
3601	3601 - 3750 sq m	1,237.00	4,908.91	2,268.69
3751	3751+ sq m	1,511.26	6,331.65	2,767.09

LETTINGS POLICY

Governing Bodies may wish to incorporate the following points into a School's lettings policy:

1.0 Introduction

1.1 The Governing Body of School is committed to ensuring the efficient use of the school's premises and making them available for use by the local community. To this end they have adopted this lettings policy.

2.0 Policy

2.1 The Governing Body is required to ensure that any expenditure resulting from the use of school premises by external organisations does not fall on the delegated budget. Consequently a scale of charges for the use of accommodation has been produced and is reviewed by the Governing Body in April each year.

2.2 Authority is delegated by the Governing Body to the Headteacher to deal with requests for lettings of a routine nature. Where any prospective letting involves extended use of the premises (over a number of days/nights or after 12 midnight) or where the prospective hirer is not known to the Headteacher the Chairman of the Governing Body should be consulted. The LA's standard lettings forms shall be used on all occasions.

2.3 Hirers are responsible for damage to premises or property which occurs during or as a result of their letting and appropriate supervision arrangements should be in place for activities held in buildings or grounds.

2.4 The LA (or diocese in the case of Voluntary Aided Schools) maintains insurance cover for liabilities incurred by Governors with regard to lettings, but insurance for liabilities incurred by hirers is the responsibility of hirers.

2.5 Hirers are responsible for removing or otherwise disposing of litter and rubbish resulting from their use of the premises or grounds.

2.6 No smoking/drinking of alcohol is permitted by individuals on the school premises.

2.7 A minimum of two weeks notice is required by the school of all lettings. The standard lettings forms should be completed by the school and signed by the hirer in advance of the letting.

2.8 Where hirers use equipment that is the property of the school or catering contractor the Headteacher/Contractors representation shall satisfy themselves that the hirer is capable of using such equipment.

**APPLICATION FOR HIRE OF EDUCATIONAL PREMISES OR GROUNDS
(including Kitchens)**

School

1. Name of Applicant or Organisation
(IN CAPITAL LETTERS)
2. Name and address for correspondence
(IN CAPITAL LETTERS)
3. Purpose for which letting is requested
4. Date(s) and time(s) of proposed letting:

	<i>Day</i>	<i>Date</i>	<i>Month</i>	<i>Year</i>	<i>From am/pm*</i>	<i>To am/pm*</i>
1.						
2.						
3. * the series of dates specified overleaf						

	<i>Accommodation requested (specify)</i>	<i>£</i>	<i>p</i>
5.			
	Equipment (specify)		
	Caretaking and Cleaning		
	Catering Services		

6. I/we* agree
 - (i) to pay the Governor's charge on demand
 - (ii) that use of accommodation shall be in accordance with the conditions given overleaf

Signed Date

Position in Organisation

7. FOR SCHOOL USE:
Account No Date

* Delete as appropriate

This form should be returned to the Head of the School at least three weeks before the proposed date of the letting.

Hiring for a series of dates, not exceeding one school term	
Dates and times of proposed letting:	
From am/pm* to am/pm*
on day (date)
until day (date) inclusive
for (number of occasions) during the *Autumn/Spring/Summer Term
* excluding the dates of the half-term holiday.	

* Delete as appropriate (a separate form is required for each term).

Conditions relating to Letting of Educational Premises, Grounds and Kitchens

1. Hirers will be held responsible for any damage to premises, property or equipment which occurs during or as a result of their use.
2. Hirers must ensure that premises and grounds are left in a clean and tidy state after their use, that all litter is removed and that where items of furniture have been moved they are put back in position at the end of the letting.
3. The Authority has insurance cover for liabilities which the school incurs as a result of lettings, but personal accident insurance and any insurance for liabilities incurred by hirers are the responsibility of the hirers themselves.
4. Hirers must ensure that full supervision is provided during lettings, especially of playing fields and swimming pools, and the Authority will not be responsible for any claims which may arise as a result of negligence on the part of hirers or their supervisors.
5. The Authority reserve the right to cancel letting arrangements, without notice if necessary. This will be done only in exceptional circumstances, in the event, for example, of premises being required for a statutory purpose, such as an election. **Use of grounds may, however, be cancelled by the Head at any time should he/she consider that they are unfit for use.**
6. Failure to comply with the School's conditions may result in the refusal of future requests to hire premises or grounds.
7. Kitchen/Scullery - a high standard of hygiene must be adhered to at all times and the kitchen/scullery and equipment must be left in as hygienic a condition as after normal use by the catering service.
8. The hirers or outside caterers must not use catering foodstuffs, crockery or other light equipment or cleaning materials.
9. **Charges:-**
 1. VAT has to be added to the lettings charges when sports facilities are used on a casual basis, ie unless the whole series of lettings is booked in advance for at least three calendar months, covering a minimum of ten individual dates at not less than fortnightly intervals and on the basis that the lettings charges will be paid whether or not use takes place on a particular date.
 2. **Hire of Swimming Pools**
Hirers must complete Form H3 in addition to Form H1.

NORTH YORKSHIRE COUNTY COUNCIL

..... SCHOOL

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. The First Aid Box is located
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 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.

NORTH YORKSHIRE COUNTY COUNCIL

Application for Hire of School Swimming Pools

The following must be completed by the intended hirers and attached to Form H1. Conditions of the letting are detailed on Form H1, H3 and H4.

1. Purpose of Letting
(eg general swimming sub aqua, canoeing, water polo etc)
2. Any Special Swimming Equipment to be used
(eg flippers, snorkels)
3. Number of Bathers (approx)
4. Number of Lifesavers to be present
5. Number of Watchers/Observers to be present

6. **To be completed by Life Saver to be present at letting**

Name of Lifesaver

1. What lifesaving qualifications do you hold?

.....

2. Date of this Award

See overleaf for qualifications required. Proof must be provided (eg certificate of award)

3. Can you dive to the bottom of the deepest part of the Pool and rescue a bather?

4. Have you been trained in Expired Air (Mouth to Mouth) **and** External Cardiac Compression/Massage?

.....

5. Have you suffered any illness or disability recently which may impair your capability to rescue a bather from the **bottom of the deepest part of the pool?**

If this answer is YES, please give details

.....

Signature of Life Saver

If more than 2 life savers are to be present, a separate form must be completed by each.

Headteacher's Use (Lifesaver's Qualification)		Proof Verified
Check ratio of supervision is adequate	Letting Approved	Letting Refused

THIS FORM MUST BE RETAINED AT SCHOOL FOR 3 YEARS FOR INFORMATION PURPOSES.

RECOGNISED LIFE SAVING QUALIFICATIONS FOR HIRERS OF SWIMMING POOLS

Recognised Life Saving Qualifications for Hirers of Swimming Pools:-

National Pool Lifeguard Qualification

- Issued by Royal Life Saving Society UK
- Valid for 24 months from date of qualification
- Includes training in cardiopulmonary resuscitation (CPR)
- Suitable for all pools
- Suitable for programmed activities (ie swimming lessons) and non-programmed or "free" activities (ie leisure use of the pool)

Rescue Test for Teachers and Coaches of Swimming

- Issued by Royal Life Saving Society UK
- Valid for 24 months from date of assessment
- Includes training in CPR skills
- Suitable for all pools
- Suitable for programmed activities (ie swimming lessons)

Bronze (General) Award

- Issued by Royal Life Saving Society UK
- Valid for 24 months from date of qualification
- Requires additional proof of CPR skills (see below)
- Suitable for all pools
- Suitable for programmed activities (ie swimming lessons) and non-programmed or "free" activities (ie leisure use of the pool)
- Requires the hirer to be trained by the school in the Pool Safety Operating Procedures

Pool Attendants Award

- Issued by Royal Life Saving Society UK
- Due to become available in Summer 2000
- Valid for 24 months from date of assessment
- Requires additional proof of CPR skills (see below)
- Suitable for smaller pools only (ie water depth less than 1.2 metres **and** pool water area less than 170 square metres)
- Suitable for programmed activities (ie swimming lessons) and non-programmed or "free" activities (ie leisure use of the pool)

Additional Proof of Cardiopulmonary Resuscitation

- | | |
|------------------------|-----------------------------------|
| • Life Support Level 3 | Royal Life Saving Society UK |
| • First aid award or | St John Ambulance |
| Letter of competence | British Red Cross |
| | St Andrew's Ambulance Association |
| | Fire and Rescue Service |
| | Ambulance Service |

If a Lifesaver holds a qualification which is not listed above, the Headteacher must consult the PE Adviser or Safety Risk Adviser *before* permission to use the pool is granted.

CONDITIONS OF HIRE OF SCHOOL SWIMMING POOLS

To satisfy Health and Safety requirements and provide for the safety of bathers, the following conditions **must** be met by any person(s) intending to hire a school swimming pool.

1. **Maximum Number of Bathers to be allowed in Pool** (at one time)

The maximum number of bathers to be allowed in the pool at any one time will depend on the maximum bathing load (imposed by the Health and Safety Act) and the ability to provide the appropriate number of lifesavers and watchers/observers detailed below.

The maximum bathing load is based on the size of the pool and the calculation of the surface area of the water. Each swimmer **must** be allowed at least 2 sq metres of surface water.

The Headteacher will advise hirers of the maximum for his/her pool.

2. **Supervision of Bathers**

The hirer must provide a qualified lifesaver. This person should not be responsible for more than 50 bathers.

Supervision for leisure use should be provided as follows:

1 - 20 swimmers	2 supervisors (1 of whom is a qualified lifesaver)
21 - 40 swimmers	3 supervisors (2 of whom are qualified lifesavers)
41 - 50 swimmers	4 supervisors (2 of whom are qualified lifesavers)

For swimming lessons taught by a qualified swimming teacher who holds the appropriate lifesaving qualification, each swimming teacher may supervise a single group of up to 20 swimmers.

Where bathers are to be split into groups for swimming/diving instruction and will be working at different water depths, observation of the bathers becomes more difficult and **additional** observers should be provided. (Also where permission has been given by Headteachers for large inflatables to be used, additional supervision will be needed.)

3. **Maximum Watching Period for Lifesavers and Observers**

Lifesavers/observers need to maintain a high level of vigilance in order to detect 'silent drowners'.

The maximum **concentrated** watching period for each observer **should not exceed 40 minutes duration**. If swimming sessions are arranged for longer periods sufficient additional observers must be provided to allow rotation to take place and enable adequate breaks to be taken.

4. **Qualifications Required of Lifesavers**

If lifesavers are to be responsible for bathers they **must** hold a **current** recognised lifesaving qualification (see H3).

"Lifesavers must be capable of rescuing a bather from the bottom of the deepest part of the pool and perform resuscitation skills by expired air (mouth to mouth) and Cardiac Compression/Massage (ECC)." (H & S Executive Guidelines 1986).

This person must, therefore, be physically fit, possess hearing and vision within normal limits without aids and be capable of heavy exertion involving the retrieving and rescue of a bather from the bottom of the deepest part of the pool.

The Licensing Act 2003 – How it Affects Your School

Although it was passed in 2003, this Act is only now coming into operation. It is intended to simplify the system of licensing of public entertainment and sale of alcohol which are at present covered by a variety of legislation and licences. It does not affect copyright or other forms of licensing. The licences will now be issued by district councils who should be your first point of contact to get the forms and ask any questions about their detailed requirements. They are all issuing guidance notes with their forms.

What if we already have a licence/licences?

All existing licences will lapse in November and if you wish to continue being licensed for the activities for which you hold licences at present, you will need to apply to convert by 6th August 2005. Failure to apply will mean that you have to make a full application for a new licence which involves further costs. New licences can be applied for up to 6 November (if needed to start then – they will not start before) or otherwise at any time – see below

What activities need a licence?

The sorts of events that need a licence are those which take place in front of an audience, to entertain them, for example performing a play, showing a film, indoor spectator sports, boxing or wrestling, performing live music, playing recorded music or performing dance. These are called “regulated entertainments”.

Things which are not performed in front of an audience will generally be exempt, for example summer fetes, dance or drama workshops and religious services. If sale of alcohol is involved a licence will be needed

Do we need a licence?

The key factors that determine whether you will need a licence if you are providing a regulated entertainment are

1. The public “or a section of the public” are invited (we understand this to mean that if only family and friends of pupils are invited to, say, a nativity play, then a licence will not be needed) or
2. A charge intended to make a profit is made or
3. Alcohol is to be sold (we consider that this includes where the supply of the alcohol is funded in any way by the cost of admission)

If any of these apply you will probably need a licence

If you do decide to apply for a full premises licence you have until 6 November to do so if you need it to start from that date but obviously councils may well be swamped by applications as that date gets closer
Do I need to apply for a full premises licence?

We are finding that the schools which already have licences are largely secondary schools and colleges. If you have only a few events each year (for which you may previously have applied for an “occasional licence”) then there is a simpler system called Temporary Event Notices (“TENs”). Again these will be dealt with by district councils with no need for a magistrate’s court application as previously. You will need to weigh up the greater cost (for advertising, plans etc. and staff time spent in completing the lengthy forms) against the convenience of the TENs form.

Another consideration is that both schools and PTAs can issue TENs for events to be held anywhere, including school.

Unfortunately the regulations for TENs remain to be finalised by central government but the basic principles are known:

TENs can be used to authorise events in school buildings or on school sites for a maximum of 499 people

They must be sent to the district council and the police not less than 10 working days before the event

There is a fee of £21 (it may be that schools – but not necessarily PTAs - will be exempt when the regulations are finalised) – clearly if a charge is being made for the event this will almost certainly cover the fee.

Anyone aged 18 can give a maximum of five TENs per year, with a maximum of 12 per year in respect of any premises. This means that PTAs can issue a notice for a regulated event in school or anywhere else

Each event can last up to 96 hours but there must be a minimum of 24 hours between each event and a maximum total duration of events of 15 days

A series of notices can be issued at one time to cover all the year's events but there will be a fee for each notice

Provided these criteria are met only the police can object and no further action is needed

If schools find that it would be more convenient to have a permanent premises licence at some stage in the future there is nothing to prevent them from applying

You will need to get the TENs forms from your district council and it may be that they are not yet available for the reasons mentioned above

As always with concise notes, this summary is only a guide and if you are unsure about specific points or the application of the Act to your situation you should consult your district council or Legal Services

6 July 2005 – North Yorkshire Legal Services

Licence Agreement

Date

PARTIES

1. The School []
2. The Hirer []

THE AGREEMENT

1.0 Terminology

1.1 These terms have the following meanings in this Agreement: -

Accommodation The area of land comprising of [] and shown edged red on the plan.

Conditions of Use The conditions of use in the Appendix attached.

Dates of Use
Designated Time

Licence Fee The sum of £[] (excluding VAT).

Permitted Purpose

2.0 The Licence

2.1 The School grants the Hirer the non-exclusive right to use the accommodation: -

- ◆ During the designated time
- ◆ On the dates of use
- ◆ For the permitted purpose
- ◆ In accordance with the conditions of use

2.2 The School also grants the Hirer the rights: -

- ◆ To use such access ways (including access roads, etc) as The School may specify to enable access to be taken to the accommodation

3.0 Termination

3.1 This licence can be terminated:

- (a) immediately by The School if the Hirer has not complied with any of the Conditions of Use

- (b) on seven days notice given by The School to the Hirer or vice-versa; such notice may be given at any time and no reason needs to be given

4.0 The Hirer's Obligations

4.1 The Hirer agrees with The School to comply with the conditions of use

SIGNED by representatives of The School and the Hirer

.....
.....
(for The School) (for the Hirer)

APPENDIX

CONDITIONS OF USE

1. If an organisation is hiring the accommodation both the organisation itself and its members are jointly and severally liable under this Agreement.
2. The Hirer must ensure that the conditions of use are complied with by everybody making use of the accommodation.
3. The licence fee is payable in full upon signing this Agreement together with any deposit which The School may require by way of security.
4. Any damage caused to the accommodation shall be compensated to an extent considered reasonable in the discretion of The School within seven days of a written demand.
5. Access is restricted to the area comprised in the accommodation and access shall only take place during the designated time and for the permitted purpose.
6. No copyright works shall be performed in the accommodation without the licence of the copyright owner and the Hirer shall indemnify The School against any penalty or sanction for any copyright infringement which may occur.
7. The Hirer shall not use the accommodation for any purpose or activity for which a licence or permission is necessary unless such a licence has been obtained.
8. There shall be no smoking in the accommodation except where expressly permitted.
9. No alcoholic drinks shall be brought onto the accommodation except where The School agrees otherwise and where a licence has been obtained.

10. No film or video shall be shown in the accommodation without The School's prior consent.
11. The Hirer is responsible for the health and safety of everybody using the accommodation and must make itself aware of the fire precautions and procedures in existence.
12. The Hirer shall be responsible for all damage caused and shall indemnify The School against all loss, damage and expense unless due to the negligence of the The School and any such damage shall be reported immediately to The School.
13. The Hirer shall indemnify The School against all and any expenses, liability, loss, claim and proceedings arising in respect of personal injury to or death of any person or damage to any property arising directly or indirectly from the use of the accommodation unless due to the The School's negligence.
14. The Hirer shall obtain insurance against legal liabilities to third parties (including NYCC) with a limit of indemnity of at least £5 million for any one incident.
15. The Hirer shall not cause nuisance or annoyance to the occupiers of any neighbouring premises.
16. This Agreement is personal to the Hirer and may not be assigned to any third party.
17. The Hirer shall leave the accommodation in a clean and orderly state.
18. The disposal of any refuse arising from the use shall be the responsibility of the Hirer.
19. The Hirer shall not allow the accommodation or any part of it to be used by anyone other than the Hirer.

North Yorkshire County Council

County Hall
Northallerton
North Yorkshire
DL7 8AD

Contact us in the following ways...

By telephone: Our Customer Service Centre is open:
Monday - Friday 8.30am - 6.00pm and Saturday 9.00am - 12.00pm
Call: 0845 8727374

By email: customer.services@northyorks.gov.uk

or you can access all North Yorkshire County Council
information online at: www.northyorks.gov.uk

If you would like this information in another language or
format such as Braille, large print or audio, please ask us.



درخواست پر یہ دستاویز دیگر زبانوں میں، بڑے حروف کی چھپائی، بریل اور سننے والے ذرائع پر بھی میسر ہے۔

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Dokument ten jest na życzenie udostępniany także w innych wersjach językowych,
w dużym druku, w alfabecie Braille'a lub w formie audio.

Tel: 01609 532917

Email: communications@northyorks.gov.uk

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