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## 12.0 HIRE OF EDUCATIONAL PREMISES

### 12.1 Introduction

- 12.1.1 Schedule 13 of the School Standards and Framework Act 1998 sets out the arrangements for the control of school premises by governing bodies.
- 12.1.2 School governing bodies have day to day control over the occupation and use of school premises both during and outside of school hours for all categories of maintained school subject to
- i. any directions given by the local authority; or
  - ii. any provisions of a school's trust deed conferring rights on trustees or others.
- 12.1.3 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 of school hours. In the case of community, community special and voluntary controlled schools, the governing body's control is subject to any directions from the Local Authority (see paragraph 12.3.3.2). In particular circumstances, the Local Authority may also give directions to voluntary aided schools. In issuing any direction, the Local Authority will take account of, and aim to avoid, any conflict with, activities already planned by the school. Local Authorities cannot give directions to foundation or foundation special schools.
- 12.1.4 This chapter deals, in the main, with hire arrangements although there are other arrangements that enable the use of school facilities outside of school hours. These are covered in the next section.
- 12.1.5 Department of Education guidance and advice is available: <https://www.education-ni.gov.uk/articles/community-use-school-premises>

### 12.2 Other Types of Arrangements

- 12.2.1 There are various arrangements that enable the use of school facilities out of school hours. It is important to understand the differences between each arrangement and when they would apply. The Hire Arrangements Flowchart can be found at Appendix 1.

They include:

- i. Licence Agreement
  - ii. Lease
  - iii. Joint Use Agreement
- 12.2.2 Licence Agreement
- 12.2.2.1 This is used where a Governing Body is approached by a third party to provide a service / activity to children or members of the community on the school premises. The objective, in whole or part, is to promote community use. Such activities are not supervised by school staff and may include arts and crafts clubs, dance tuition, sports coaching, community groups, associations and commercial organisations.
- 12.2.2.2 The Governing Body will either share control of the premises with the provider or transfer control to the provider for times specified within the agreement. This type of agreement allows providers to use school facilities without the management or administrative time of school staff. The prior consent of the Local Authority and, for voluntary aided and foundation

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schools, the Secretary of State are required before entering into a Licence Agreement to ensure that the correct agreement and permissions are granted. Schools should seek the advice of the Sites Officer within Strategic Planning.

- 12.2.3 Leases
- 12.2.3.1 Where a school plans to allow an organisation exclusive use of a particular area of the school, a lease is required.
- 12.2.3.2 Community schools require the County Council as the landowner to grant the lease. The lease agreement creates a business tenancy and will be covered by Landlord and Tenant legislation. If there is any intention that an organisation should have exclusive use for more than a very short period, i.e. for a specific event, then there is a risk that the user will enjoy the rights of a tenant. The purpose of a lease, therefore, is to protect the County Council's and the School's interests.
- 12.2.3.3 The trustees of voluntary aided schools as owners of the buildings can grant exclusive use of areas of their school but this right is subject to significant restrictions and, in most cases, the prior agreement of the Secretary of State.
- 12.2.3.4 Be aware that granting exclusive use may affect your school's net capacity as the school will no longer have access to or use of the area. The occupier has control of the space within the clauses of the lease agreement. The capacity must be updated whenever physical changes are made to a usable space.
- 12.2.3.5 If you are considering or have been approached about granting exclusive use, you should contact the Sites Officer, in the first instance, for advice and support in relation to the granting of a lease. No leases or tenancy agreements can be entered into by the school without the involvement of the Council's Corporate Asset Management and Legal teams and, wherever such a commitment is being contemplated, no commitment should be given before the Sites Officer in Strategic Planning is informed.
- 12.2.4 Joint Use Agreements
- 12.2.4.1 This form of agreement exists between the governing body of the school, the County Council and the District/Borough Council for the use of the sports facilities at the school outside of school hours. There are a number of implications that need to be considered prior to entering into a joint use agreement, including property, insurance and legal issues.
- 12.2.4.2 A Joint Use Agreement defines the roles, responsibilities and liabilities of each party with regard to risk management, health and safety, insurance and financial matters.
- 12.2.4.3 Any arrangements for hire of the sports facilities outside of normal school hours by an organisation that is not party to the joint use agreement should be referred direct to the District/Borough Council.
- 12.2.4.4 Any arrangements for the hire of school facilities that are not included in the joint use agreement are subject to a normal hire arrangement.

### 12.3 Hire Arrangements

- 12.3.1 A hire arrangement may be defined as any use of the school buildings and grounds by parties other than the school. A hire arrangement does not allow a party exclusive use of an area of the school – this requires a lease (see paragraph 12.2.3 above).

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12.3.2 A hire arrangement must not interfere with the activities of the school.

12.3.3 The use of school facilities outside of normal school hours can be broadly categorised as follows:

- i. School use of its own facilities
- ii. LA approved use
- iii. Other

12.3.3.1 School use of its own facilities

The use of the premises for activities such as staff meetings, parents' meetings, PTA meetings, Governing Body meetings and extra-curricular activities of pupils supervised by school staff fall within the everyday functioning of the school. Costs arising from these uses are therefore a legitimate charge against the school's delegated budget. They do not constitute a hire arrangement.

In addition, Governors may decide that no charge be made for use of the school in connection with certain functions such as fund-raising arranged by the PTA. In such circumstances, schools will need to bear in mind that any costs arising from such activity, i.e. heating, lighting, caretaking, cleaning, catering, wear and tear etc, will be a charge against the school's budget share.

12.3.3.2 LA Approved Use of School Facilities (LEA Directed Use)

LEA directed use schedule of charges is no longer used within schools, locally negotiated arrangements are now in place

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### 12.3.3.3 Other

12.3.3.3.1 The following uses, although not exhaustive, are those that the Governing Body can determine the charges of:

- Use by affiliated societies when the school is not being used by other community education activities;
- Political meetings (excluding County Councillors' surgeries);
- Private functions; and
- Out of hours childcare.

Governing Bodies should adopt a **hire arrangements policy** 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.

## 12.4 **Assessing the Suitability of the School for Hire Arrangements**

12.4.1 Schools will already have a good idea as to which parts of the building can be made available and are practical for use by others outside of school hours. However, it is advisable to undertake a suitability assessment. This information can then be used to both inform the governing body and to assist with the development of any publicity material you choose to produce.

12.4.2 The assessment should consider the following:

1. the views of the people who use and maintain the facilities;
2. the school's general risk assessments and fire procedures;
3. the maximum capacity of the facility/room;
4. the access to equipment, i.e. for sports organisations/groups;
5. the acoustics, i.e. for musical organisations/groups;
6. the accessibility of toilets and kitchen facilities;
7. availability of car parking and access; and
8. the times the facility/room will be made available.

An assessment template can be found at Appendix 2. This can be adapted for individual school use.

## 12.5 **The Use of School Kitchens**

12.5.1 When considering a hire arrangement application, Governors may give approval to the hirer using the school kitchen.

12.5.2 In such circumstances, it is appropriate to inform kitchen staff to ensure that stocks of food and other materials are safeguarded when the kitchen is being used by the hirer.

12.5.3 Depending on the function for which the kitchen is being used for, it may be appropriate to ask a member of the kitchen staff to be present for the duration of the function to ensure that the hirer has put in place safe working practices and to ensure that the premises are left in a clean and hygienic condition.

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- 12.5.4 When determining the level of charges to be levied, Governors will need to be aware of the level of charge required to cover the cost of kitchen staff.
- 12.5.5 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.
- 12.5.6 If you require any further advice please contact the manager of your catering service.
- 12.5.7 Schools need to be aware of the requirement for those hiring the kitchen to manage the inherent risks to be found in kitchens. This includes the legal requirement for those working in food preparation areas to be trained in Food Safety, i.e. those preparing food need to have Food Hygiene Level 2 and those serving food need Level 1.
- 12.5.8 It is advised that school should ask the hirer how they will manage risk in the workplace when using the kitchen. Depending on the use of the kitchen, this may include reviewing the hirer's documented system of risk management/work.

#### 12.6 The Use of School Grounds

- 12.6.1 When agreeing to the hire arrangement of school grounds, Governors should ensure that appropriate supervision arrangements in connection with the use of fields for organised games are in place. The club should be requested to arrange supervision and submit details for approval. If the school is to provide the supervision then it should be made clear to the hirer that the wages incurred will be recharged by the school to the club concerned.
- 12.6.1.2 Before use the Governors will require the hirer to inspect the grounds and ensure that litter, glass, stones and animal waste are removed.
- 12.6.2 After use, the Governors will require the hirer to inspect the grounds and ensure that litter, especially dangerous litter, is removed and that if this is not carried out satisfactorily then any costs incurred by the school in remedying the situation will be charged to the hirer.
- 12.6.3 When making arrangements for the hire arrangement of school fields, Governors should inform potential hirers that in the event of unsuitable weather or grounds conditions, the use of the grounds may be cancelled without notice in order to prevent undue damage to the facilities.
- 12.6.4 The existence of floodlighting should be made aware to potential hirers. Floodlighting will enable the school to make pitches available on evenings as well as weekends. Any hire charge should account for this.
- 12.6.5 Information on calculating a charge for the hiring of school playing fields can be found under 12.12 Setting Charges for Hire arrangements.
- 12.6.6 Warning: some non-sporting activity such as car boot sales, car parking and caravan pitches, whilst often seen as a source of additional income, can cause considerable damage. Without any remedial work immediately after the event, surface rutting, grass wear, surface and subsurface compaction and drain damage can lead to significant worsening problems.
- 12.6.7 Further advice could be sought from the Grounds maintenance team or the schools grounds maintenance contractor if the school do not use NYCC.

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## 12.7 The Use of Swimming Pools

12.7.1 Governors must ensure that the Local Authority's safety requirements for the use of swimming pools as specified on forms H3 and H4 are strictly complied with.

12.7.2 Hirers of swimming pools must have a recognised life-saving qualification and schools should satisfy themselves that this is in place. These include:

- i. National Pool Lifeguard Qualification
- ii. Rescue Test for Teachers and Coaches of Swimming
- iii. Bronze (General) Award
- iv. Pool Attendants Award

In addition, hirers should have proof of cardiopulmonary resuscitation.

If the hirer has a life-saving qualification other than those listed above, the advice of the Head of the PE Department should be sought.

12.7.3 Information on calculating a charge for the hiring of swimming pools can be found under 12.12 Setting Charges for Hire arrangements.

## 12.8 Developing a Hire Arrangements Policy

12.8.1 A template policy can be found at Appendix 3 that can be adopted or customised to meet your school's needs. It attempts to cover all of the areas that a school should consider including in their policy.

12.8.2 Issues to consider when developing your hire arrangements policy include:

- i. Do Governors wish to delegate all or some of their powers and responsibilities in respect of hire arrangements to their Chairman and/or the Head so that requests can be dealt with in a reasonable time scale?
- ii. Hirers should be held responsible for damage to premises or property and third party injury that occur during or as a result of their hire arrangement. By signing the application form, the hirer is confirming their agreement to this and any other requirements as deemed appropriate.
- iii. Cover for liabilities incurred by the school and Governors with regard to hire arrangements at all schools is provided by the Department for Education's Risk Protection Arrangement (RPA). However, insurance for liabilities incurred by hirers and any personal accident insurance they may deem necessary are the responsibility of the hirer in most instances.
- iv. What restrictions, if any, do Governors wish to stipulate in relation to animals and smoking on the premises? Any restrictions must then be clearly conveyed to hirers.
- v. 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.
- vi. Governors may consider it sensible that a reasonable notice of hire arrangements should be given at all times and a minimum period of two weeks (or 10 working days) may be deemed appropriate. This will be particularly relevant if, as a result of the hire arrangement, either the cleaning or catering contractors have to be approached as a consequence of additional requirements resulting from the hire arrangement.

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- vii. 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 hire arrangements charge in respect of such use.
- viii. Governors should ensure that appropriate supervision arrangements are in place for the use of grounds and buildings.
- ix. Governors should consider including an appeals / complaints procedure.

#### 12.9 Publicising the Facilities

12.9.1 The most appropriate places to advertise school premises will depend upon the type of facilities available, the target audience, priorities for hire arrangements, availability and the cost of advertising.

12.9.2 Schools can use a variety of means to publicise their facilities including:

- newsletters and flyers
- PTA meetings
- notice boards at school and in local libraries, health centres, community centres and children's centres
- school website
- local newspapers
- shop windows

12.9.3 The school may wish to directly approach a sports club, arts organisation or community group to discuss the promotion of the facilities through their own networks.

12.9.4 Press releases about activities within the school may make reference to the availability of the school facilities for hire.

#### 12.10 Occasional Licences for the Consumption of Alcohol

12.10.1 Occasionally, hirers who are planning functions on school premises may request permission to provide alcohol to guests. Where alcohol is served without a charge being made, a licence is **not** required. However, if the hirer intends to charge, a licence must be obtained. This includes instances where the supply of alcohol is funded in any way by the cost of admission. This also applies to the Governing Body where they are organising an event at which alcohol will be consumed.

12.10.2 Governors must ensure that:

1. the premises are being used exclusively for the function or are isolated from any other part of the premises used at the same time for any other purpose;
2. the granting of a licence does not infringe any restrictive covenants relating to the school site; and
3. the hirers 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.



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12.10.3 It is recommended that Governors should only permit licensed bars on school premises on Friday or Saturday evenings, except during school holidays to allow suitable time for clearing up etc.

12.10.4 The associated risks of alcohol being served should be included in the risk assessment for the event.

12.10.5 Applications under the Licensing Act 2003 should be made to the district or borough council by an individual from either the school or the hiring organisation at least ten working days before the event is to take place. This person will be responsible for and must be present at the event. Full details can be found on the relevant district council websites.

**12.11 Other Licences**

12.11.1 The sorts of events that need a licence are those that take place in front of a public audience, to entertain them, i.e. 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”.

12.11.2 Events that are not performed in front of an audience will generally be exempt, i.e. summer fetes, dance or drama workshops and religious services.

12.11.3 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 (it is understood that this means 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

If either of these applies you will probably need a licence.

12.11.4 Larger schools, particularly secondary schools tend to hold licences for regulated entertainments. Smaller schools that have a small number of events each year may prefer to apply for Temporary Events Notices (TENs) from the district or borough council. A TEN is a form that you provide to the local council, the police and environmental health, hire arrangement them know about the planned event.

12.11.5 For the purpose of a TEN:

1. a temporary event is a relatively small-scale event attracting fewer than 500 people;
2. the event must last no more than 168 hours and can be held either outdoors or indoors;
3. there must be at least 24 hours between temporary events organised by the same person or an associate in relation to the same premises;
4. any premises can only be used for 12 temporary events per year, up to a total maximum of 21 days; and
5. you must be over 18 in order to hold a temporary event.

**There may be variations between districts and so it is recommended that you confirm the above with the relevant District Council.**

12.11.6 Once the police or environmental health receives your TEN, they have three working days to make any objections to it on the grounds of any of the four licensing



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objectives: prevention of crime and disorder; prevention of public nuisance; public safety; protection of children from harm.

12.11.7 If you find that it would be more convenient to have a permanent premises licence at some stage in the future, there is nothing to prevent you applying.

12.11.8 This does not affect copyright or other forms of licensing.

**12.12 Setting Charges for Hire Arrangements**

**12.12.1 Calculating the Actual Costs to the School**

12.12.1.1 Charges should be proportionate to the actual costs incurred by the school. It is recommended that costs should at least cover the current running costs, although an element of profit can be included. Apportioning costs may not be simple and it may be necessary to use an estimate.

12.12.1.2 Annual costs will vary depending on the time of year and this should be reflected in the charges. For example, heating will be required in the winter months.

12.12.1.3 Costs to consider include:

Premises Management	The headteacher will need to agree the hours and service required from the premises staff for each hire arrangement. These may vary from simply unlocking the premises at the start and locking up at the end, to attendance throughout the hire arrangement.
Cleaning	Is additional cleaning required as a result of the hire arrangement? Schools that are part of the NYCC contract should discuss any additional requirements with the Building Cleaning Service who will be able to provide estimates of the additional cost. Schools employing their own cleaning staff should check contracts and negotiate availability.
Heating and Light and Wear and tear	These can be calculated from actual costs. Your calculation should also account for an estimate of the % of the school used for hire arrangement.
Management and Administration	It is appropriate to include an element for other costs incurred by the school in managing hire arrangements.
Equipment	<p>Most hire arrangements are likely to include the use of basic equipment such as tables and chairs. Schools should be clear as to what equipment is included in the hire arrangement.</p> <p>Users may also want to use specialist equipment, i.e. ICT, sports, art, stages and musical equipment. If this is acceptable, schools may want to make an additional charge for their hire.</p> <p>Any equipment that is included should be listed on the booking form and hire arrangements contract/agreement.</p> <p>All equipment should be included in the risk assessment for the activity.</p>

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	Regular safety checks of equipment should be scheduled and records maintained.
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12.12.1.4 Once the actual costs of a hire arrangement have been calculated, a school will need to establish its charging policy.

12.12.1.5 There are several classifications of charges and the school should determine whether it is appropriate to use more than one.

12.12.1.6 Classifications of charges are:

Commercial	Charges are intended to raise funds for the school, i.e. allowing the car park or playground to be used for car parking or a regular car boot sale. In setting charges for commercial hire arrangements, schools may wish to investigate costs set by other local premises such as other schools, church or community halls in order to gauge the competitiveness of the proposed charge.
Community	Charges are usually charged at or slightly above cost.
School-subsidised	<p>Schools may wish to subsidise certain activities that benefit pupils, their families and the wider community. Such hire arrangements can be subsidised from external sources such as grants or the profits from other hire arrangements. They can also be funded from the school's delegated budget <u>if</u> it can be shown that it is providing educational value.</p> <p>Schools may also consider offering free use in return for a service being provided to the school, i.e. a football club coaching school children for free is allowed free rental of the sports hall in return.</p> <p>In deciding how to allocate funds, schools will want to take into consideration their overall financial position.</p>

12.12.1.7 The school has the right to require a deposit over and above the hiring charge as a surety against damage to the premises (including any equipment) or the premises being left in an unacceptable condition that incurs additional costs for cleaning, caretaking and other expenses.

12.12.1.8 In setting the charges for the use of **school playing fields**, Governors will need to be mindful of the significant additional wear and tear and additional grounds maintenance costs, particularly if the facilities are to be let for a period of time, i.e. a football season. The County Council's Grounds Maintenance Service will be able to give advice as to the feasibility of such hire arrangements as well as an indication of possible consequential costs to assist with the development of a charge. It may also be helpful to take into account the level of charges levied for other playing fields in the area.

12.12.1.9 When calculating the charge for the hire of a swimming pool, consideration should be given also to the changing facilities and the provision of suitably qualified staff.

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- 12.12.1.10 The school may wish to consider whether it levies an administration charge to the hirer for any amendments they wish to make once a hire arrangement has been agreed to cover the additional administration.
- 12.12.1.11 Charges should be reviewed and approved annually by the Governing Body.
- 12.12.1.12 This schedule of charges needs to apply in every case unless agreed in writing by whoever is given delegated authority to vary from the standard charging schedule.
- 12.12.1.13 A scale of charges template can be found at Appendix 4

### 12.13 VAT and Hire Arrangements

- 12.13.1 The school is constrained by law to apply VAT to all transactions where this is appropriate. The VAT guidance in Chapter 16: VAT (Section 16.11.1 Lettings) is replicated below for reference.

#### Room Hire

The hiring out of rooms (including those with kitchen facilities) is usually exempt from VAT. However, the hiring out of specialised rooms such as ICT suites, where the purpose of the hire is to use the facilities rather than the room, incurs VAT at the standard rate.

#### Hall Hire

School hall lets are usually exempt from VAT. For example, if you let your main hall for a WI meeting. However, if the hall is classed as a sports facility, e.g. a sports hall, then different rules apply ...

#### Sports Facilities Hire

Sports lettings are normally standard rated, so a **one off** let of your sports hall, pool, gym, tennis court, or football field must include a charge for VAT. If you are letting out a sports facility for purposes other than participation in sport or physical recreation the supply is still standard-rated for VAT. For example, if you let your sports field out for a car boot sale, the supply is standard-rated.

The hire of school land for a car park or for individual parking is always standard-rated for VAT purposes.

The let of sports facilities (whether to be used for a sporting activity or not) is regarded as VAT-Exempt if the let is for a continuous period of **over 24 hours** to the same grantee, and the grantee must have exclusive control of the facility.

A **series of lets of sports facilities** (whether to be used for a sporting activity or not) is usually regarded as VAT-Exempt if the series consists of ten or more sessions and the interval between sessions is at least one day and not more than fourteen days.

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However, **all of the following conditions must also be met** for the VAT-Exempt category to apply to a series of lets:

- The series consists of 10 or more sessions
- Each session must be for the same sport or activity;
- Each session must be in the same place. This condition is still met where a different pitch, court or lane is used (or a different number of pitches, courts or lanes), so long as these are at the same establishment;
- the interval between each session is at least 1 day but not more than 14 days (for an interval to be at least 1 day, 24 hours must elapse between the start of each session). The duration of the sessions may be varied. There is no exception for intervals greater than 14 days through the closure of the facility for any reason.
- The facilities are let out to a school, club, association or an organisation representing affiliated clubs or constituent associations, such as a local league. The exemption does not apply to other groups such as a group of friends who wish to play five-a-side football;
- The person to whom the facility is let must have exclusive use of it during the sessions;
- the series is to be paid for as a whole and there is written evidence to the fact. This must include evidence that payment is to be made in full, whether or not the right to use the facility for any specific session is actually exercised. Provision for a refund given by the provider in the event of the **unforeseen** non-availability of their facility would not affect this condition;
- The school must hold sufficient documentation committing the organisation to the series of lettings before the first session takes place. The agreement should state the dates and times of the lets to be included in the series. An invoice issued in advance could be seen as a formal agreement providing all other criteria have been met. The documentation must clearly state that the supply is for the whole facility as opposed to the use of the facility;
- Payment in advance is not necessary for VAT exemption to apply, but all bookings must be paid for in full;
- Cancellation options allowing refund or credit to the lessee will invalidate the whole exemption even if no cancellations are made. The mere existence of the right to cancel invalidates the exemption;
- Cancellation by the school due to bad weather, double bookings etc are 'unforeseen' and will not invalidate VAT exemption;
- If the lessee books an additional session, or increases the length of a session after the initial agreement, whether it is within the period of the series of lets or not, the extra session/time will be liable to VAT at the standard rate;
- Additional charges for optional extras such as supplies of staff are treated as VATable, as are separate charges for metered fuel. Supplies that are an integral part of the let such as changing room facilities, unmetered supplies of fuel, caretaker's time, floodlighting etc should be treated as part of the overall supply and will follow the same VAT liability as the main supply.

**VAT must be charged to the hirer unless all of the above points are satisfied.**

## SCHOOLS FINANCE MANUAL

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12.13.2 When vat is chargeable on a hire arrangement, schools must ensure that this is:

1. correctly reflected on the proforma invoice;
2. properly recorded in the school's financial system; and
3. appropriately included in the monthly VAT return that is made to Children and Young People's Service Finance.

A summary of the above guidance is as follows:

<b>Room/Facility Type</b>	<b>Booking info</b>	<b>VAT Rate</b>
Sports facilities (whether used for sporting activity or not)	Block booking of 10 or more sessions	Exempt (but see conditions above)
Sports facilities (whether used for sporting activity or not)	Booking for continuous period of over 24 hours	Exempt (but see conditions above)
Sports facilities (whether used for sporting activity or not)	Booking of fewer than 10 sessions, and less than 24 hours	Standard
Non-sporting facilities	Hire includes additional equipment (eg ICT equipment)	Standard
Non-sporting facilities	Hire includes no additional equipment	Exempt

12.13.4 An information sheet can be found at Appendix 5 which can be included in the school's Hire arrangement Application Pack for applicants to refer to.

### 12.14 Collection of income

12.14.1 It is the responsibility of the school to ensure that any charge for which it is responsible is levied and collected. See Chapter 11: Income for further information, including the debt policy

12.14.2 It is recommended that payment is made in advance

12.14.3 Income should be accounted for in line with CFR guidance:

108 Income from Facilities and Services  
5751 - Rent and Lettings Income

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### 12.15 Indemnity and Insurance

12.15.1 Providing the school has joined the Department for Education's Risk Protection Arrangement (RPA) legal liabilities (i.e. negligence incurred by the school and Governors with regards to hire arrangements) are covered by the RPA. Governors of Voluntary Aided Schools should also check with the Diocese or their insurers for clarification in respect of insurance for hire arrangements.

12.15.2 Regardless of whether a fee is charged for the hire of the premises, if the hirer is an organisation which is external to the School/Council, then they should be responsible for damage to premises or property or third party injury, which occurs during or as a result of their hire arrangement. On the application form the hirer should signify their agreement to this and to indemnify the School/Governors/Council in respect of any third party damage (including the school premises) and injury caused due to their negligence.

12.15.3 Governors should ensure that hirers who are able to take out their own liability insurance to cover the responsibility outlined under 12.15.2 have in place and are able to evidence Public Liability Insurance with a minimum limit of indemnity of £5 million. These are hirers who fall within the following definition:

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

Please note that the PTA, Parish and Town Councils are external organisations and should have their own liability insurance which covers their activities.

The original insurance document should be seen and a copy taken by the school and kept on file.

12.15.4 It is recognised that schools may also wish to allow their premises to be used by individuals and community groups/organisations who are not able to take out their own insurance. Therefore, for any person or organisation that does not have or would not be expected to have public liability insurance the RPA offers Hirers Liability cover. Terms and Exclusions apply.

12.15.5 Full versions of the RPA Rules are available on their website using the following link:

The risk protection arrangement (RPA) for schools - GOV.UK ([www.gov.uk](http://www.gov.uk))

Under the heading "Full Details of your cover" there are separate documents for:

- Local authority Maintained community schools: RPA membership rules
- Voluntary aided, foundation and foundation special schools: RPA membership rules
- Voluntary controlled schools: RPA membership rules

12.15.5 Further information can be sought from the RPA or the Insurance and Risk Service on 01609 532466.

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### 12.16 Health and Safety

12.16.1 Under the Health and Safety at Work etc Act 1974 the employer is responsible for the health and safety of employees and others who are on the premises. In schools, day to day responsibility for health and safety is delegated to the headteacher.

12.16.2 A new user coming into the school may give rise to new risks that will need to be addressed through alterations to the premises or the way in which they are managed. Risk assessments need to be completed by the school for all school activities taking place on site. Organisations or individuals should also be asked to complete risk assessments and schools should keep a copy on file.

12.16.3 The basis of concern over the hire arrangements 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.”

12.16.4 For the purpose of the hire arrangements policy, 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.

#### 12.16.5 Fire Safety

12.16.5.1 The school's fire risk assessment should be reviewed in light of the impact of proposed new uses. Locking off parts of the school may affect fire evacuation routes and they should be checked to ensure that they are suitable to evacuate the number of people likely to be in the premises. Changes or enhancements to fire signage may be required and arrangements for assembling in a safe place considered and addressed. Procedures should be in place for users discovering a fire, raising the alarm and evacuating the premises and calling the emergency services. The role of school staff on site in controlling a fire emergency should be considered and documented. This could include checking that the premises are fully evacuated, reporting to the fire brigade and authorising the reoccupation of the premises when safe to do so.

#### 12.16.6 Accidents or Incidents

12.16.6.1 Accidents and Incidents should be reported to the Health & Safety Risk Management Unit via e mail to [healthandsafety@northyorks.gov.uk](mailto:healthandsafety@northyorks.gov.uk) and also logged onto the BSafe system and where applicable, serious near miss forms. The accident will then be reported or not to the HSE under RIDDOR. .



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12.16.6.2 The responsibility for the following lies with the hirer - Arrangements and facilities for first aid such as access to first aid kits and calling the emergency services should be in place.

12.16.7 Traffic Management

12.16.7.1 Hire arrangements and wider use may affect the control of vehicular and pedestrian access to and around the site. A risk assessment of additional risks from the use of other user's vehicles on school site should be undertaken.

12.16.8 Each occasion a hire arrangement is agreed, information and instructions in relation to the premises must be issued to the organiser by the school. It 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. 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. A template, "Information and Instructions to Organisers of Events held on Council Property" (Form H2) is available at Appendix 9.

12.17 **Disability Access**

12.17.1 Governing bodies will be aware of the law relating to schools and the delivery of the curriculum, but should note that there are slightly different requirements to be met where other services are provided.

12.17.2 In England, Scotland and Wales, the Disability Discrimination Act was replaced by the Equalities Act 2010. Legislation still requires everyone who provides services to the public to address those physical features which make it impossible or unreasonably difficult for disabled people to use their services. Service providers have to make "reasonable adjustments" either to their premises or the way they provide services. Governing bodies should therefore review their access audit of any accommodation to be made available for use to ensure that any changes needed are identified and taken into account.

12.18 **Security**

12.18.1 Schools need to consider how the building is managed to ensure security and child protection.

12.18.2 Options include:

- staff controlled entrance / exit points
- separate entrances
- locking off of restricted areas
- zoned alarm systems

12.18.3 The school has a right to insist upon a continuous caretaking presence where the nature of the hire arrangement may leave the school vulnerable to theft or damage. The cost of extra caretaking cover should be reflected in the hire charge.

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12.18.4 It is not always a requirement for a caretaker or headteacher to lock and unlock the school premises or remain on site during the hire arrangement. In some areas this can be delegated to other responsible adults that are nominated by the headteacher and approved by the governing body.

12.18.5 It is not recommended for the school to allow hirers to have a key to any part of the building nor to have access to the school's landline telephone. Safeguarding of pupils should be covered by the school's own risk assessment system. See the CYPS Safeguarding tool for further guidance at

<http://cyps.northyorks.gov.uk/safeguarding>

**12.19 Hire Arrangements at PFI Schools**

12.19.1 For the four primary PFI schools in North Yorkshire, hire arrangements differ as part of the contractual arrangements under PFI.

12.19.2 As the PFI contractor owns the buildings throughout the lifetime of the contract, the school has exclusive use of the premises between the hours of 8am and 6pm daily during term time. This enables the schools to offer breakfast clubs and after school clubs to its pupils between these times.

12.19.3 All hire arrangements are arranged through the facilities management company and it is their charging policy that is applied. All income up to the levels in the Project Agreement is retained by the facilities management company. This level is uplifted annually in line with the retail price index (RPIx). Any income generated over and above the indexed level is shared equally between the facilities management company and the school.

12.19.4 The schools cannot arrange and charge for hire arrangements themselves.

**12.20 Administration Procedures**

12.20.1 The appendices consist of a series of sample documents that the school may wish to adapt or adopt as a Hire Arrangements Pack personalised with the school's own logo. The forms developed by the Local Authority must be adopted.

Schools can adopt or adapt appendices 3-9.

1	Hire Arrangements Flowchart
2	Assessment of Suitability of School Premises and Equipment for Hire Arrangements
3	Hire Arrangements Policy
4	Schedule of Charges
5	VAT Regulations
6	Terms and Conditions of Hire
7	Hire Arrangements Confirmation – single booking and block booking
8	Checklist for School Staff

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Schools **must** adopt the forms H1-H4

9	Form H1 – Application for Hire of Educational Premises or Grounds Form H2 – Information and Instructions to Organisers of Events held on Council Property Form H3 – Application for Hire of School Swimming Pools Form H4 – Conditions of Hire of School Swimming Pools
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12.20.2 All paperwork must be in order and signed by the hirer, and documentary evidence witnessed, prior to the commencement of any hire arrangement. The school must be satisfied that the hirer has the correct level of public liability insurance in place before the hire starts.

12.20.3 It is recommended that the school maintains a Hire Arrangements Record Book/file or database that records:

- i. the date and duration of each hire arrangement
- ii. the facilities and equipment used
- iii. the charge levied
- iv. contact details of the hirer and their organisation

The school should also retain documentation relating to applications that have been turned down.

The maintenance of such a record acts as a check that all income has been collected as well as ensuring that payments are made by the school in respect of the additional costs of the hire arrangement, i.e. cleaning, caretaking, etc.

12.20.4 Whilst no application forms are completed in respect of LA Directed Use, it is recommended that such use is also recorded for audit purposes. Claims should be submitted termly for reimbursements to be calculated and made through the monthly BAFS remittance procedure.

12.20.5 In arranging for the cleaning contractor and/or catering contractor to carry out work as a result of a hire arrangement, 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.**

12.20.6 When confirming the hire arrangement, schools may either

- i. accept the signing of the application form (H1) as confirmation of the hirer's agreement to the terms and conditions of hire supplied in the Hire arrangements Pack and so send a confirmation letter (as per the sample in appendix 7) or
- ii. produce a contract that sets out the hire arrangement arrangement and the terms and conditions for signing by both parties.

The examples used in this chapter reflect (i)

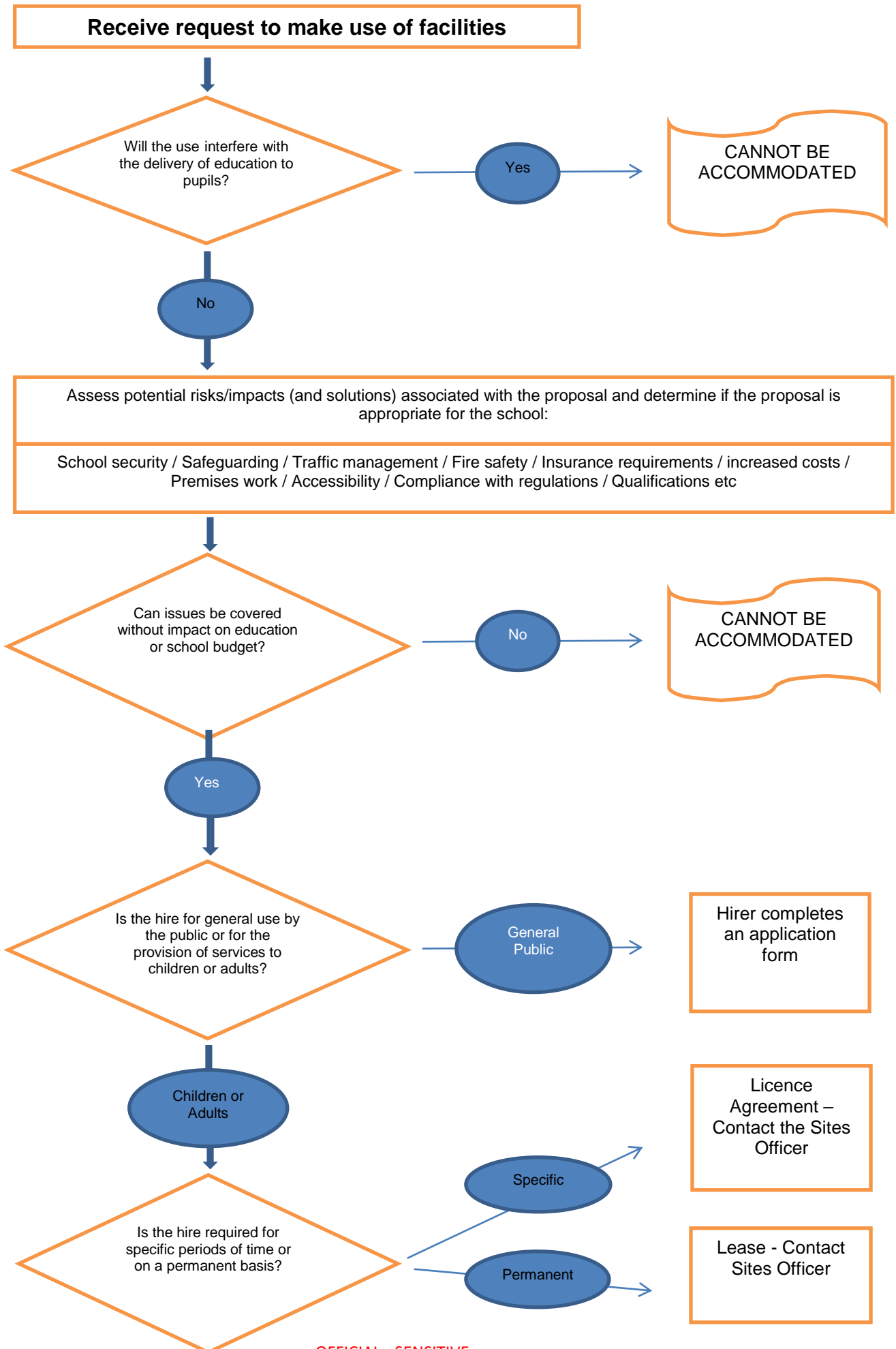
12.20.7 Once the hire arrangement agreement has been made, schools should make arrangements to ensure that:

## SCHOOLS FINANCE MANUAL

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- i. the premises are open and available to the hirer at the commencement of the hire arrangement. Any specified requirements of the hirer, i.e. chairs, equipment etc should be available in that part of the premises to which the hire relates.
- ii. 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.
- iii. The premises are secured immediately after the completion of the hire by a designated key holder.

Hire Arrangement Flowchart





## SAMPLE HIRE ARRANGEMENTS POLICY

### Adoption

The Governing Body of [insert name of school] at their meeting on [insert date] adopted the hire arrangements policy as set out in this document.

### Introduction

The Governing Body is committed to ensuring the efficient use of the school's premises and making them available for use by the local community.

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

### Definition of a Hire Arrangement

A hire arrangement may be defined as:

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

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

- [insert activities as appropriate]
- Governing body meetings
- Extra-curricular activities arranged by the school for pupils
- Parents meetings
- PTA meetings

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

### Types of Hire Arrangements

The Governing Body has agreed to define hire arrangements under the following categories:

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

### Hire Arrangement Times, Available Facilities and Equipment

The following times, facilities and equipment available are agreed as follows:

[Insert all areas of the school assessed as suitable for use and the earliest/latest hire arrangement times agreed as appropriate for hire arrangements; include term time and holiday time if facilities are to be available then]

Variations to these facilities and times will be subject to the approval of [the headteacher or Chair of Governors].



### Priority for Hire Arrangements

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

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

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

- [insert any types of use that conflict with the school improvement plan, local priorities, etc i.e. commercial activities with little potential to generate income or support the school, events selling alcohol or promoting gambling]

### Applications

Organisations or individuals seeking to hire the school premises should contact [insert as appropriate].

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

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

All applications for the hire of accommodation must be made on the appropriate application form (H1) and submitted to the Headteacher at least three weeks before the proposed date of the hire arrangement.

Applications from young persons under the age of 18 must include the name, address and signature of the guarantor who shall be over the age of 18.

The person signing the application form will be considered to be the Hirer and in doing so will be in acceptance of the terms and conditions of the hire arrangement.

A record of all enquiries shall be kept on file.

The [Headteacher or other designated member of staff] will decide on the application with consideration to:

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

Once a hire arrangement has been approved, a letter of confirmation will be sent to the Hirer.

The Hirer will be invoiced for the cost of the hire arrangement in accordance with the Governing Body's current scale of charges. We will seek payment in advance in order to reduce any possible bad debts and/or a deposit to cover damage. A guarantee card will be required to support cheques wherever possible. An official receipt will be issued for all payments received. All hire arrangement fees received will be paid into the school's bank

account. The income and expenditure relating to hire arrangements shall be clearly recorded by the school and reported under the guidelines for Consistent Financial Reporting.

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

### **Charges**

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

Charges are set out in the Schedule of Charges.

The scale of charges shall be reviewed [annually by the Governing Body] for implementation from [the beginning of the next financial year or with effect from 1 April of that year]. The details of current charges shall be provided in advance of any hire arrangement being agreed and users shall be given 28 days’ notice in writing of any variation to charges.

For the purpose of charging, the headteacher [insert any additional staff with delegated authority] is/are empowered to determine to which group any particular individual or organisation belongs. They are also able to offer any discounts or agree a subsidy for any hire arrangements, as they deem appropriate. The basis of charging will be determined by the purpose for which the hire arrangement is arranged.

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

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

The school is constrained by law to apply value added tax to all transactions where this is appropriate.

The minimum hire period shall be one hour.

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

### **Management of Hire Arrangements**

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

If the [Headteacher] has any concern about whether a particular request for a hire arrangement is appropriate or not, he will consult with the [insert appropriate person/body such as Chair of Governors].

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

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

## Security

The Headteacher has delegated authority to determine the security risk for each hire arrangement and shall be responsible for allocating a continuous security presence or other control measure.

Entrance to the school shall be via [insert details] which will be opened by the school at the agreed time. For security reasons, the school keys shall not be available to the Hirer.

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

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

## Conduct of Users

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

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

Smoking is not allowed within the school's perimeter.

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

## Indemnity and Insurance

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

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

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

The Governing Body may at its discretion waive this requirement where the Hirer is an individual or small informal group of individuals/organisation where they do not have and would not be expected to have public liability insurance. For example not using the school buildings for commercial or business purposes and who **do not** fall within the following definition:

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

### **Cancellation**

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

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

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

The school [will/will not] refund any sum paid [insert conditions].

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

### **Appeals Procedure**

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

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

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

The Governing Body's decision is final.

### **Complaints Procedure**

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

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

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

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

### **Policy Review**

This policy is due for review on [insert date].



### Value Added Tax Regulations

In accordance with current Value Added Tax regulations, the supply of sports facilities **(whether used for sporting activity or not)** normally incurs standard rated VAT of 20%. However, in certain circumstances organisations may be eligible for a VAT exemption:

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

1. It is for a series of 10 or more periods of any duration;
2. Each period is for the same activity and at the same place;
3. The interval between periods is never less than one day or more than 14 days;
4. There must be clear evidence of a formal agreement, which must be in place prior to the commencement of the first session in a series of hire arrangements;
5. The fee for the hire arrangement relates to the whole series of sessions must be paid as a whole, with written evidence that this has taken place;
6. The use of facilities is exclusive to the customer or is a distinct or separate area/facilities;
7. The customer is a school, club, association, or organisation representing clubs and associations *and meets the criteria of an eligible body as determined by the HMRC.*

**The conditions governing these special arrangements are as follows:**

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

**There are different VAT regulations covering the use of non-sporting facilities, which are not dealt with here. Instead see Chapter 16, section 16.11.1.**

**SAMPLE Terms and Conditions for Use of School Premises**

All groups/organisations that use the premises are required to read these terms and conditions and agree to abide by them. This terms and conditions document will be signed by the Chair of Governors at the School and the Hirer/nominated person from the hiring group/organisation.

**Interpretation**

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

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

**Purpose of Use**

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

**Access**

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

**Health and Safety**

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



**Payment of Hire Charges and Deposit**

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

**Responsibility of the Hirer for Good Order and Safety**

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

**Sample Terms and Conditions**

26. The premises may not be used for games of chance, other than bingo, unless permission has been granted by the Governors in writing.
27. Smoking is not allowed on the school premises at any time.
28. Animals, other than Guide Dogs, are not permitted on the school premises without the prior written consent of the school.
29. The Hirer shall not make any alteration or addition to the premises and shall not affix any items to the premises.

**Conditions of Hire Specific to the Sports Hall/Gymnasium**

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

**Conditions of Hire Specific to School Kitchens**

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

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

39. The length of time booked for the use of a pitch must include preparation time, full playing time including breaks in play for half time and time to clear the facilities.
40. During the football season, the condition of each pitch will be carefully monitored [on a daily basis / other] by the [Headteacher / Head of PE / Grounds Staff] so as to determine as early as possible whether a pitch can continue to be played.
41. The school shall ensure that pitches are marked out for the appropriate sport for which the facilities are being used and that all equipment such as goal posts conform to health and safety standards. The school shall ensure that the grass is at a suitable length for the sporting activity to take place.
42. The decision to cancel the use of a pitch, and so a hire arrangement, rests with the [Headteacher / other] and that decision shall be final and cannot be changed irrespective of the view of any referee. The Hirer will abide by the decision of the [Headteacher / other] and shall not permit their members to use the facilities once a cancellation has been notified. Any unauthorised use shall result in the termination of the hire arrangement agreement permanently.

## Sample Terms and Conditions

**Conditions of Hire Specific to Swimming Pools**

43. North Yorkshire County Council's safety requirements must be strictly complied with as laid out in forms H3 and H4.

**Indemnity and Insurance**

44. North Yorkshire County Council and the school disclaim liability for injury or damage to persons or property upon its premises (so far as they are legally able to do so).
45. The Hirer agrees to indemnify North Yorkshire County Council, its employees and agents and the school against all actions, proceedings, claims, damages, awards or costs in respect of loss, damage, death or personal injury during the period of hire or before or after that time unless such death or injury occurs as a result of the negligence or breach of duty of North Yorkshire County Council, the school or their agents or employees.
46. The Hirer must be covered by a public liability insurance policy with a minimum limit of indemnity of £5 million including damage to the premises and its contents. It shall be necessary to produce documentary evidence of the cover when booking.
47. The Governing Body may at its discretion waive this requirement where the Hirer is an individual or small informal group of individuals/organisation where they do not have and would not be expected to have public liability insurance. For example, not using the school buildings for commercial or business purposes and who **do not** fall within the following definition and are not able to obtain public liability insurance:
  - Members of any club, association or society which operates by subscription or entry fee;
  - Any charity or individual organisation, carrying on business with a view to profit.
48. North Yorkshire County Council (Diocese or Trustees in the case of Voluntary Aided Schools) and the School shall maintain cover under the Department for Education's Risk Protection Arrangement (RPA) or Public Liability insurance for third party injury and damage caused due to their negligence.

**Advertising**

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

**Video Recording**

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

**Cancellation**

51. The school reserves the right to cancel the booking at any time without notice and without assigning any reason, but will endeavour to give as much notice as possible. Neither North Yorkshire County Council nor the school will be liable for the provision of alternative accommodation or be liable for any compensatory payment. In such circumstances, the school shall refund any monies paid in respect of the hire arrangement so cancelled but shall not be responsible for any loss or expenditure whatsoever in relation to the hire arrangement which the Hirer may have incurred or be liable to pay. The school reserves the right to refuse any application for hire as it may deem fit, or withdraw permission for any hire arrangement at any time.
52. If the facilities/equipment hired are not fully available for the duration of the booking or if the booked activity is prevented from taking place due to circumstances that were not informed to the Hirer prior to commencement of the hire arrangement, the school shall refund the monies paid for that booking.

Sample Terms and Conditions

53. If the Hirer, after the acceptance of a confirmed booking, cancels their booking 10 or more working days before the date of the booking, the full fee and deposit shall be refunded to the Hirer. If less than 10 working days' notice is given, only 50% of deposit shall be returned. If less than 5 working days' notice is given by the Hirer, there shall be no refund of the deposit. The school can, at their own discretion, overrule these in exceptional circumstances.

The applicant shall complete all relevant paperwork in a true and accurate way. False information may lead to an application being terminated.

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

.....

Signed by The Chair of Governors of [insert name of School]

.....

Signed by [insert Position]

Authorised signatory of [insert name of Organisation]

## Sample Terms and Conditions

**SAMPLE Hire Arrangements Checklist for Hirer**

*The checklist below is just an illustration. Adapt to suit your own Hire arrangements policy.*

	<i>Things to do</i>	<i>√ when done</i>
1	Read through (i) the schedule of charges, (ii) the terms and conditions of use and (iii) the application form	
2	Complete the application form and sign <u>two</u> copies of the Terms and Conditions	
3	Send the application form and one copy of the signed Terms and Conditions to school to formally request a booking	
4	School notifies you that the booking is available or not and sends an invoice	
5	Complete risk assessment of activity (including DBS forms and ISA Registration if working with children) licences etc	
6	Send in risk assessment, DBS forms, copy of licences required, copy of insurance documents <sup>1</sup> and payment of invoice	
7	Attend induction into fire procedures	
8	Inform attendees of fire procedures and terms and conditions of use	

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

**SAMPLE Hire Arrangements Contract for one off booking**

[Insert Hirer's name and address]

Dear [insert name]

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

The facilities which you have permission to use are:

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

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

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

Your use of the premises will be subject to the terms and conditions of use already provided.

You will find enclosed with this letter an invoice for the hire of the premises. Payment terms are [insert details].

Yours faithfully

Headteacher on behalf of the Governing Body

**SAMPLE Hire Arrangements Contract for block booking**

[Insert Hirer's name and address]

Dear [insert name]

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

The facilities which you have permission to use are:

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

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

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

Your use of the premises will be subject to the terms and conditions of use already provided.

You will find enclosed with this letter an invoice for the hire of the premises. Payment terms are [insert details].

Yours faithfully

Headteacher on behalf of the Governing Body

**SAMPLE Hire Arrangements Checklist for School Staff**

Hirer: \_\_\_\_\_

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

Notes:



**FORMS**

- H1 Application for Hire of Educational Premises of Grounds (including kitchens)
- H2 Information and Instructions to Organisers of Events held on Council Property
- H3 Application for Hire of School Swimming Pools
- H4 Conditions of Hire of School Swimming Pools

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

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

School .....

**APPLICANT'S DETAILS**

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

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

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

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

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

<i>Accommodation requested (tick as required)</i>					
<u>Internal Facilities:</u>					
Hall		Sports Hall		Gymnasium	
Drama Studio		Swimming Pool		Conference Room	
Classroom		<i>Details:</i>			
Other		<i>Details:</i>			
<u>External Facilities:</u>					
Tennis Courts		Car Park		Playground	
Pitch		Football / Hockey / Rugby*			
<i>Equipment requested</i>					

7. I/we\* agree
  - (i) to provide all necessary documentation as requested by the Governing Body including proof of insurance
  - (ii) to pay the Governor's charge on demand
  - (iii) to indemnify the School and North Yorkshire County Council against any liability whatsoever which may arise out of the hire of the premises
  - (iii) that use of accommodation shall be in accordance with the terms and conditions of hire (supplied separately)

Signed ..... Date .....

\* Delete as appropriate

8. FOR SCHOOL USE:

Date received ..... Date reviewed .....

Approved Yes / No\*

Reason why application was unsuccessful

Account No ..... Date .....

Costing of Hire:

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

Deposit required: £            :

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

**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 hirer's and attached to Form H1. Conditions of the hire arrangement are detailed on Form H1, H3 and H4.

1. Purpose of Hire arrangement .....  
 (i.e. general swimming sub aqua, canoeing, water polo etc)
2. Any Special Swimming Equipment to be used .....  
 (i.e. 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 hire arrangement**

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? Yes / No

4. Have you been trained in Expired Air (Mouth to Mouth) **and** External Cardiac Compression/Massage? Yes / No

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**? Yes / No  
 If YES, provide details below

Signature of Life Saver .....

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

<b>Headteacher's Use</b> (Lifesaver's Qualification)	<b>Proof Verified</b>	
Check ratio of supervision is adequate	Hire Arrangement Approved	Hire Arrangement 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 (i.e. swimming lessons) and non-programmed or "free" activities (i.e. 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 (i.e. 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 (i.e. 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 (i.e. water depth less than 1.2 metres **and** pool water area less than 170 square metres)
- Suitable for programmed activities (i.e. swimming lessons) and non-programmed or "free" activities (i.e. 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 Health and Safety Risk Manager *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.

PLEASE NOTE: The Hirer should be noted that the Hirer must be aware of and comply with the Normal Operating Procedures and Emergency Action Plan for the 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. (See Health & Safety Executive guidance document Managing Health & safety in Swimming Pools HSG 179)

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). Copies of current qualifications must be provided to the school.

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.