Hire of School, Academy Children Centre and Education setting Premises

Conditions and Guidelines

Version 17 - valid from 1st April 2024 until 31st March 2025

Conditions and Guidelines
Contents

For all hirers / organisations

	Introduction	page 3
	What is a letting?	page 3
Section 1	Applying for a letting	page 4
Section 2	Processing your application	page 5
Section 3	Making amendments to an existing letting	page 9
Section 4	Annual next academic year renewal	page 11
Section 5	Charges and how to pay for your letting	page 13
Section 6	VAT	page 17
Section 7	Insurance	page 18
Section 8	PPLPRS Licences	page 19
Section 9	Compliments and Complaints	page 20
Section 10	General Health and Safety	page 20
Section 11	Specific hire conditions	page 22
Section 12	Academies	page 25
Section 13	PFI schools	page 26

Appendices

Appendix 1	Recommended groups and activities	page 32
Appendix 2	Contact details for the School Lettings Service	page 33
Appendix 3	Adult to children ratios	page 34

In addition, please also read the following sections if you / your organisation;

Involves any children under the age of 18

Section 14	Safeguarding of Children	page 26
Section 15	Sport teaching / coaching qualifications	page 29
Section 16	Health and Safety Policy	page 29

Is a voluntary or community organisation

Section 17	Voluntary Organisations	page 29

Involves sport or physical activities

Section 18	Sport matches and fixtures	page 30
Section 19	Applications from groups with multiple sections	page 31

Introduction

All users of school premises must read this document before completing an application form to ensure they are aware of the conditions which apply to their usage.

The premises that schools, academies and children's centres occupy and the facilities within them represent a major resource not just to the school but potentially also to the local community. This is recognised through the Leeds City Council policy, Hire of School Premises. This policy allows individuals, clubs, organisations and companies who operate in either a voluntary or commercial capacity to hire school premises at a hire charge determined by each individual school governing body.

Leeds City Council will identify certain types of organisations or activities as recommended. Recommended organisations and activities may be charged a reduced hire fee. Schools, academies and children's centres will be encouraged to accept and give priority to recommended lettings, but they are not obliged to do so. All lettings are placed entirely at a school, academy or children's centre discretion. Appendix 1 provides additional details regarding the types of organisations and activities that are designated as recommended.

Leeds City Council expect any organisation that uses the building to provide education to children and young people, to follow the statutory guidance Keeping Children Safe in Education (DfE 2018), Working Together To Safeguard Children (DfE 2018) and the Local Safeguarding Children Partnership Procedures, in order to safeguard children and young people and promote their welfare.

Leeds City Council expects any organisation that uses the building to comply with the Coronovirus Act 2020 the Health Protection (Coronavirus, Restrictions) (England) Regulations 2020, and/or any subsequent statutory amendment, modification or replacement thereof and all Coronavirus COVID-19 guidance issued by the Government from time to time.

Leeds City Council has an established central team, The School Lettings Service, which is part of the Business Administration Service. The School Lettings Service administers the letting of premises on behalf of the school, academy or children's centre in order to protect both the school and it's users by ensuring that all legal

requirements are carried out. The 1988 Education Reform Act set out the running of schools as a School Governing Body responsibility. It is therefore wholly a school's decision to accept or refuse an application for a letting and to set any fees associated with that letting. The hirer enters into contract with the school, academy or children's centre, not the School Lettings Service / Leeds City Council.

What is a Letting?

a.) A letting is a short-term arrangement (within one academic year) giving an individual or organisation (the hirer) a licence to use school facilities / Education premises.
b.) The terms and conditions of the letting are set out on a hire agreement that is the contract between the School and the hirer.
c.) **A hire agreement must be in place before hire commences.**
d.) A school can authorise a letting application but it cannot give permission for the letting to go ahead without a legal hire agreement first being put in place through the School Lettings Service.
e.) Neither the hirer nor the school are legally protected without a hire agreement as public liability insurance is not valid.
f.) There are very few occasions when a letting hire agreement is not needed it is therefore wise to always assume you will need a letting until you are advised otherwise.
g.) Where schools make use of their own premises a letting is normally not needed.
h.) Schools can choose to commission an external individual or organisation to deliver a service or activity on their behalf, rather than use their own staff to run it. It can be for the schools own children and families but may also be extended those from other schools within the same cluster of schools. The key difference is that the school is employing (either in a paid or voluntary capacity) the individual/organisation to deliver a service on its behalf. In many cases the school will pay for the service through Leeds City Council's financial systems.
i.) Where the school commissions a service an internal agreement between the school / service provider must be put in place to ensure that relevant insurances are in place and safeguarding checks have been undertaken.
j.) The school's insurance covers only its own activities and those it employs to deliver activities on its behalf. There is serious risk to the premises and the users as all insurances become invalid where a legal agreement is not put in place when applicable.

Section 1 Applying for a letting

Before applying, please be aware:

1. The School Lettings Service operates the service via e-mail therefore you must provide an e-mail address with any correspondence.
2. You are advised to check your e-mail regularly as we will send notices regarding your hire, often at short notice if there is an issue with the venue.
3. Hard copies are issued only in very exceptional circumstances.
4. You must ensure that you provide a mobile telephone number with your application for emergency notices. Your mobile telephone number will be used to notify you of short notice changes to your letting or to provide you with important information or updates regarding your letting.
5. All communication should be via e-mail, instructions / requests cannot be taken via telephone, you will be asked to follow up any telephone communication with an e-mail confirming your requirements.
6. We have only one telephone contact number 0113 3787998. The line is often very busy and at times there will be longer delays in getting through to us. You will be forwarded to voicemail if staff are dealing with other calls. Please send an e-mail in the first instance. We will call you if necessary.
7. We aim to process your application as quickly as possible, please therefore submit all documents electronically.
8. Timescales detailed within this guidance will not be met to where postal systems are used or during school holiday closures as they are based upon e-mail contact only during school term times. There may be longer delays when using the postal system or in holidays.

Applying for a letting:

1. All applications to hire school premises should be on the School Lettings Service application form. Lettings for September 2024 onwards should be completed on version 17 of the application form, previous versions will not be accepted.

2. Application packs can be obtained from the School Lettings Service by e-mailing educ.lettings@leeds.gov.uk.

3. All applications must be fully completed and submitted with copies of the relevant supporting documents. It is advised that you provide as much detail about your organisation and activity as possible.

4. Where an application form does not contain the required information in order for it to be processed, it will be returned to you as incomplete thus delaying the start date of your letting.

5. Do not assume prior knowledge if you have had a previous letting or write 'as last year'. Enter the dates you actually require, you will incur charges for your letting based upon the dates you have applied for so it is advised that you do not simply block book as you may end up paying more than you anticipated.

6. Please give adequate notice; it takes a **minimum** of 10 working days to process a letting application but please be prepared for it to take longer as this is often the case particularly in busy periods and school holidays. The school's approval is needed to process an application, even if you have had a booking with us before. The process is often delayed if we have to wait longer than usual for a school to respond to our request, or if any supporting documents / information is missing. It is advisable to ensure that your application reaches the School Lettings Service at least three weeks in advance of the date you require.

7. Applications cannot, under any circumstances, be processed for same day or next day hire or at short notice (less than 7 days). Schools are strongly advised not to allow access to the premises before the hire agreement is in place due to safeguarding and insurance implications.

8. You are advised to keep a copy of the application pack you send to us in case it goes astray. The most effective method of getting correspondence to us is via e-mail to the central educ.lettings@leeds.gov.uk mail box. Please remember that at this stage it is only an application form and there is no guarantee that you will be able to use the facilities you have applied for. You are strongly advised not to issue any advertising or promotional material until you have received your confirmation of the legal agreement.

Key points to remember :

- Read the Conditions & Guidelines booklet
- Complete the application form fully
- Only book the dates you actually require
- Attach all relevant supporting documents
- Provide adequate advance notice – at least 3 weeks
- Keep a copy of what you send to us
- Do not issue any advertising or promotional material at this time

The School Lettings Service

Will:

- Issue application packs
- Provide guidance and assistance if required
- Accept application packs preferably via e-mail

Will not:

- Fill in blank sections of your application for you after it has been submitted
- Process incomplete application forms
- Process application forms at short notice
- Guarantee that you will be allocated the day/date/time/facility you have applied for

Section 2A Processing your application (stage 1)

1. On receipt of an application form the School Lettings Service will enter it into the booking system, check availability and that all relevant supporting documents have either been supplied or are already held on file. It will then be sent to school for approval and pricing.

2. Schools are not obliged to follow any Leeds City Council recommended charges or offer discounts. The governing body can set the hire charges at any rate it chooses for all lettings.

3. The School Lettings Service will liaise with the school to approve all applications and ask for a charge to be set in accordance with their charging policy. A legal hire agreement will then be produced. The school has the final decision to allow the letting to go ahead or not.

4. All lettings are for one academic year maximum. If you wish to use the premises during school holidays you must make this clear on the application form. The school decides when the premises are to be opened so it may not be always be possible to accommodate your request to use the premises during school holidays. If the school is open in holidays you will be offered these dates if you have not specified term time only on the application form.

5. Charges for lettings in school holidays may be higher than those in term time, even if you are a recommended organisation / activity or if you have a discounted charging rate applied to your letting.

Section 2B Processing your application (stage 2)

1. Once the hire agreement is produced, a proposal copy is issued to the hirer via e-mail.

2. On receipt of the proposal copy of the hire agreement please check that all the details are correct and read the Conditions and Guidelines document to understand the terms and conditions you are bound by upon signing it. You must sign and return this copy of the hire agreement to the School Lettings Service within 7 days.
3. **If the agreement is correct**, **please be aware that**;

a). Upon signing the hire agreement you are confirming that

- the details are correct (including the charges, invoicing details and all of the dates listed are required)
- you agree to be liable for the letting and be bound by the terms and conditions laid out in this document.

b). The hire agreement can only be signed by the person named on the agreement, another person signing on behalf of the named hirer is not acceptable.

- an actual signature is required for copies returned via post or fax.
- electronic signatures can be accepted for copies returned via e-mail.
- where an electronic signature is used you must attach the whole agreement to an e-mail in such as a PDF or word
- for security reasons the council cannot accept items from a cloud or shared drive
- it is your responsibility to ensure we receive a document that is in a version we can open and view fully, you may be asked to send it again in a different format if we cannot open the copy you attach
- you must return / attach all pages of the hirer agreement (not just the first page or the page containing the signature, it cannot be accepted if the whole document is not present.

c). You must select a payment option when returning your agreement. Failure to select an option will result in your invoice being set up as full payment in advance.

d). Invoices will be issued to the address on the hire agreement (listed under invoicing details). Please check this is correct. Once raised, there is a charge of £40.00 to have your invoice cancelled and re raised should you wish to change the invoicing details.

e). Signed agreements should be returned by e-mail. If you have to use the postal system please allow extra time – at least 2 weeks. Signed agreements must be received by the School Lettings Service at least 5 working days before the start date of the letting.

f). Signing agreements without checking may result in accepting liability for fees that were not anticipated. The hirer is responsible for alerting the School Lettings Service to errors listed on the agreement.

g). Hirers who pay a discounted fee could also incur charges at the full rate for any letting that falls outside of the policy (i.e. use during school holidays, fundraising events).

h). Schools can increase charges, make changes to times, dates and rooms used at any time and on occasion at short notice. There is no obligation to consult with or provide advance notice to hirers.

i). You may find that the charges on any new agreement may not be the same as on previous letting agreements or that the times/dates/rooms on your application form have been adjusted slightly.

4. The agreement is incorrect

a). If any details listed on your hire agreement are incorrect, before signing and returning it, send an e-mail to the School Lettings Service immediately who will arrange for a revised agreement to be issued.

b). Please be specific and clear about anything that requires adjusting and provide as much detail as possible about you / the letting applied for.

c). If you wish to reduce the number of sessions / time you require, therefore reducing the grand total of the hire, the school will not need to be contacted for approval.

d). If you wish to make a change to the original request on your application form (require more dates than first planned, times of hire needs to be changed, the rooms to be used are no longer the same, any change that increases the grand total of the hire fee) this will need to go back to the school for approval.

e). You are advised therefore not to sign the form but to e-mail the changes you require to the School Lettings Service. **Please do not simply adjust the agreement your have been issued**, you may find that school declines the requested changes and therefore the agreement you have signed is not valid.

f). Please do not adjust your agreement to account for any changes that were made to a previous letting. If you have more than one agreement during the course of the academic year, details from each agreement cannot be merged or brought forward to current or future lettings. Any credit for dates the school could not provide access to the site (for example; a parents evening) cannot be merged into a future agreement. You will be credited for the session you could not use on the existing agreement and any future hire you require should be a true reflection of the dates / times you wish to access the site.

g). If you have a query regarding the charges detailed on your hire agreement, please contact the Schools Lettings Service via e-mail, who will discuss your concern with the school and respond in writing either;
- advising the agreement will remain the same,
- or issuing a revised hire agreement with the new charges detailed on it.

h). Schools do usually increase their charges each September at the time agreements are renewed. Schools are not obliged to provide any notice of changes to hire fees where they are applied at the start of new hire agreement, even if you have previously hired the school. Each agreement is an individual contract.

j). Should the School Lettings Service advise the school confirmed the charge will remain the same, or has issued a revised hire agreement with a charge that is acceptable to you, please sign and return the proposal copy hire agreement in the normal way.

k). If you do not want to pay the amount set and would rather not go ahead with the letting, please return the proposal copy to us marked ‘no longer required’. Alternatively, you can send an e-mail advising the letting is no longer required, please quote the letting number in all cases.

5. Should the School Lettings Service become aware that any hire agreement has been altered or fraudulently signed by someone other than the hirer named on the agreement, the letting will be cancelled

and charges for the full letting will become due immediately. Future lettings may also be affected.

6. The letting may only be re-instated at the discretion of the school and Leeds City Council, providing all outstanding charges have been received and the hire agreement is signed by the correct person. However, you may be required to pay for all charges in advance for future lettings.

Section 2C Processing your application (stage 3)

1. Upon our receipt of your signed copy of the hire agreement, your confirmation hire agreement will be issued to you.

2. Please be aware;

- Your hire agreement does not become valid until the School Lettings Service has received and confirmed the signed copy of the hire agreement from you. It is the details on the confirmation copy that are valid.

- You are not permitted to use the premises until your agreement is valid, please do not attempt to do so.

- If you do attempt to use the premises without a valid hire agreement
  - you agree to are immediately bound by the terms and conditions in this document
  - your confirmation copy will not be issued until all charges for those sessions used without authorised permission are paid for
  - the school will ensure that further access is not granted until all outstanding fees are paid
  - those hirers attempting to use the premises without a valid hire agreement may find that they have to pay all charges in advance for any future use.
- Upon receipt of your confirmation copy your letting is confirmed, only at this point do we recommend that you issue any advertising or promotional material.

- The confirmation copy is to be retained by you. You are required to take your confirmation copy to the school with you when you attend **ALL** sessions. This applies to every letting that you have, regardless of whether you have used the school in the past or are a regular user.

- It is also advised that you carry some form of photo ID.
  - Site staff are able to stop any hirers and ask to see their hire agreement and ID at any time to satisfy safeguarding requirements.
  - Those hirers that cannot produce the confirmation copy of the hire agreement or some photo ID to school site staff upon request will be asked to leave the premises.
  - where a session is not completed as a hirer is asked to leave the premises due to failure to provide evidence of identity, charges will still be raised for that session.
  - Those hirers that are asked to leave the premises due to failure to provide evidence of identity will be required to show that evidence to the school site staff prior to accessing the premises for their next session booked.

3. Should your proposal copy not be received in the Schools Lettings Service within 7 days

- A reminder copy will be issued to you.
- After a further 7 days a withdrawal notice will be issued if we still have not received the signed copy of the hire agreement. The school also receives details of the withdrawal notice and will refuse entry to the premises.
- If you still wish to hire the premises you will need to start the process again at this point by re-submitting the application form.

Remember:

- Once received, thoroughly check your copy of the hire agreement to ensure you are happy with the information it contains, pay particular attention to the dates, charges and invoicing details
- A £40.00 charge applies to cancel and re raise an invoice after you have returned a signed agreement
- You must return / attach all pages of the agreement (not just the first page or signed page)
- Select a payment option, full payment in advance will be applied where no option is selected
- Sign and return if it is correct, ensure it is signed by the named applicant only
- If incorrect, e-mail to have a revised copy issued

Section 3 Making changes to an existing letting (Amendments)

The School Lettings Service must be informed of any cancellations or changes (amendments) to the letting i.e. dates, times or facilities. Your hire agreement is a legal document and must reflect the actual hire taking place, not only for insurance and safeguarding purposes, but to ensure charges are raised correctly.

1. School site staff need to be informed if you are not able to attend the session you have booked. Hirers should use this amendment procedure to notify the School Lettings Service of any changes to your hire agreement. School Lettings Service will notify school staff of changes. School will inform site staff not to open for you.

2. It is the hirer's responsibility to inform the School Lettings Service of any amendments to the hire agreement. If you arrange to amend a date direct with the school you should also report this change to the School Lettings Service, it is not the responsibility of the school to report amendments made by hirers to the School Lettings Service. If you pay for your hire, your invoices may be incorrect if you do not report any amendments or cancellations.

3. Amendments can only be accepted in writing, preferably via e-mail to educ.lettings@leeds.gov.uk as it speed the process up. Four week notice to cancel / change you hire is required. All hire fees remain due during the notice period, fees due after the notice period will be reduced or removed. The School Lettings Service will raise an official amendment to your hire agreement and inform the school of your cancellation / amendment advising their site staff not to open up for you.

4. Where an amendment results in fees being reduced a credit note will be raised against your invoice. A revised invoice will not be issued. The credit note will be issued after the amendment has taken place, payments must continue to be made as scheduled until advised otherwise. A credit note will only be raised if an official amendment notice is in place.

5. There may be an occasion when it is not possible to notify the School Lettings Service in advance, for example; on arriving at the site the facility is not able to be used due to weather conditions or a leak in the

roof. Hirers must inform the School Lettings Service no later than 48 hours after the event of this occurrence.

6. If the School cancels a session for their own use, such as for exams / open evening / school performance, hirers will not pay for this session.

7. You must not attend the premises if a session is cancelled. If you do attend as you have not received the amendment you must adhere to the staff's reasonable requests and leave the site immediately if asked to do so. Under no circumstances must you remain on site and go ahead with the hire. Insurances are invalid where a cancellation is in place. Please see section 1, regarding supplying e-mail and mobile telephone contacts that you regularly access.

8. Additional requirements for existing lettings, please note that:

- Once your agreement is signed, additional dates, times, rooms cannot be added to it. If you find that you have not booked enough dates, time, rooms (or wish move from one room to another within the school) you should complete and submit the standard application in the usual way detailing only the extra requirements.
- The Schools Lettings Service is unable to process requests for additional requirements to existing lettings at short notice. As with new application forms, it can take up to 7 days to process these requests.
- It is politely requested that hirers be aware that the booking process does not take any less time for existing hirers, this is because the school must still formally approve in writing their acceptance of any additional requirements and a further agreement must be signed by the hirer to accept the terms of hire and additional fees associated with any additional requirements.

9. School closures due to adverse weather, please note that:

- Schools often close the site to pupils during adverse weather, it does not automatically follow that the site will be closed for lettings where this happens.
- The school will notify the School Lettings Service if it decides to close the site to hirers, you will then receive an e-mail advising of this closure followed by an amended hirer agreement within 28 days. The hirer will not be charged for that session nor will any adjustment fees apply.
- If the school chooses to remain open for lettings during adverse weather, it is expected that you will attend and the letting will take place as usual. Should you decide not to attend you must follow the procedures in this section (section 3) to notify the School Lettings Service of the amendment. The school will be notified and amendment charges/adjustment fees will apply.
- In cases of short notice the school may not be able to notify the School Lettings Service or hirers before the letting is due to take place. The school's first priority is to the health and safety of its staff and pupils on site. School Lettings Service staff are located in an office in the city centre and cannot be certain of individual school arrangements without speaking to school direct.
- Where the School Lettings Service cannot contact schools, hirers should make every effort to speak to school themselves and use their own judgement as to whether they wish to cancel the session in question.
- Please be advised that should you choose not to attend a session due to adverse weather conditions and have not notified the Schools Lettings Service in advance, hire fees will not be waived and adjustment fees will apply.
- If school cannot be contacted in advance but you choose to turn up to use the premises anyway rather than cancel, hire and adjustment fees will be waived if the site is closed and you cannot gain access.
- In the event of your group not being able to gain access to the premises in adverse weather the school is not obliged to offer compensation in the form of additional sessions or free / reduced fee for use of the premises, even where the school was unable to give prior notice due to short notice closure of the site.

10. Adjustment fees apply to those hirers who choose to make changes to or cancel their hire agreement once it is set up. The fees for adjustments cannot be waived by the school, even if the school agrees to waive the hire fee it has set for the use of the premises. Hirers **WILL NOT** be charged any fees when the school makes the adjustment.

11. Hirers will be charged a fee of £22.00 for each adjustment to the hire agreement or credit note raised if they choose to make changes to their letting after it has been set up.

12. Charges will still be raised for failure to attend without prior notification. This applies to all hirers even where school has offered discounted rates or free use. If a hirer continually fails to notify in advance the school may take the decision to cancel the letting entirely.

13. Where the hirer / responsible adult on site for the letting changes during a block booking, a new application form should be completed by the new hirer and returned to the School Lettings Service. It is advised that the new hirer indicates on the application form that it is a replacement for an existing letting. The current hirer should write or e-mail to cancel the existing letting in their name, advising that a new member of the organisation will be applying to take over the letting.

14. The school can cancel your hire with immediate effect if the premises are required for educational purposes (i.e. examinations, performances, open evening). We encourage the schools to give adequate notice; however, this is not always possible. It is also advisable to contact the School Lettings Service yourself when the school have informed you of a cancellation in order to ensure that an amendment is issued and your invoices are correct.

15. If you hire the premises over a period of time, either you or we / the school can end or amend the agreement, including charges, by giving 4 weeks written notice to the other. This does not apply if we need the premises for educational use or there is a health and safety issue that means we can no longer hire out that space.

16. The premises are first and foremost a school and all educational use and provision takes priority, this may result in short notice changes and cancellations. It is for this reason that schools may not be an entirely suitable venue to run a business from.

17. The School / Leeds City Council cannot be held liable for any cost incurred or loss of expenses or earnings due to cancellation, even at short notice. The School Lettings Service will not under any circumstances reimburse the hirer for any expenses or losses they may have incurred

18. The School / Leeds City Council do not have any obligation to provide you with an alternative venue in the event of cancellation, even if this occurs at short notice.

Remember

- Inform the School Lettings Service of any change required to your letting via e-mail. provide 4 weeks notice.
- Check you have received an official amendment notice for each change made and that any fee reduction is listed.
- Unavoidable amendments should be submitted no later than 48 hours after the letting in question
- The School is not responsible for contacting the School Lettings Service about your amendment
- Failure to arrive for your letting without prior notification will result in you being charged, even if you receive free or discounted hire charges
- There is no guarantee that charges will be waived, it is at the School's discretion
- It is advisable to inform the School Lettings Service yourself if a School has contacted you directly to inform of a cancellation, to ensure an amendment is issued and to avoid incorrect invoicing
- An £22.00 fee will be charged for each change you make
- A school may not be a suitable venue from which to run a business from due to short notice amendments and priority use for educational purposes
- You may have to pay VAT on top of your hire fee if you reduce the number of sessions booked

The School Lettings Service

Will

- Calculate all charges due based upon the hire agreement details and any subsequent amendments made
- Make a charge for failure to attend a session without prior notification
- Charge an £22.00 fee for each change you make
- Provide 4 weeks written notice if your letting has to be ended for anything other than educational purposes
- Cancel your hire with immediate effect if the premises are required for educational purposes of for health and safety reasons
- Encourage all Schools to provide as much notice as possible for amendments
- Reduce fees only via credit note and only where an official amendment to your hire agreement is in place.

Will not

- Guarantee that charges will be waived, this is at the School's discretion
- Guarantee that it will always be possible to provide adequate notice of amendments
- Be held liable for any loss due to cancellation or amendment
- Under any circumstances make reimbursements for costs incurred by the hirer that are lost through amendments or cancellation made at short notice

Section 4 Annual next academic year renewal period

From the 1st April each year, hirers are invited to apply for lettings for the forthcoming academic year. Hirers who hold the same regular or continuous letting each year, or who have had a short term lettings in the last 12 months of a term of more will be automatically renewed. A hire agreement will be issued base on the previous years usuage.

1. Renewal applies to weekly / continuous lettings of more than 10 sessions that were in place at 31st March of the current academic year, where they are to be rebooked for exactly the same day / time / room in the next academic year.

2. Hirers will be advised via e-mail of the renewal process commencing. If you have not received an e-mail by 30th April please contact us to provide us with your updated contact details.

3. The School Lettings Service will consult with schools throughout April and May who will consider their letting programme with a view to offering existing hirers their same slot back as last year, or the nearest alternative if this is no longer possible.
4. Once schools have set their programme, hire agreements will be issued to hirers to sign based on the previous year usage. This will be for either the same slot as you had last year or the closest possible match that the school can offer you. Please note that all available dates will be listed (including school holidays where the school chooses to remain open). The hire agreement should be checked, signed and returned in the usual way. Any adjustments required to your agreement (particularly any removal of dates not required) should be e-mailed to the School Lettings. If correct, the agreement should be signed in the usual way as detailed earlier in section 2.

5. If the school cannot offer you a slot this year you may be offered an alternative or advised to apply via the usual application pack method.

6. You will be asked to complete a shortened application form to renew the letting for exactly the same booking in the forthcoming year. You will be given the opportunity to request changes if required on that shortened application form. However, you may be asked to complete a form if the bookings in the previous year have been ad hoc, not consistent or less than 10 sessions. If you receive a request from the team to complete an application form, you will be required to submit this before we can proceed with bookings for next year.

7. The standard application packs will continue to be available and the way in which we process them has not been changed. Applications should be returned by the stated deadline in order that they can be considered by the school along with all other regular lettings. Applications received after this time will be dealt with at a later date, dependent upon each individual school's circumstances / arrangements.

8. It is not possible to determine when applications that arrive late will be completed, it will depend upon the schools ability to consider these at a very busy time of year for them. In some cases this may result in some hirers may not be able to begin their letting at the start of September.

9. Where applications arrive after the schools have closed for the summer holidays in July they will not be dealt with until the following September. However, school staff will not always be available as the start of term is a busy time. It is likely that your letting **will not** start until at least the last week of September.

10. Those applications on hold or returned as incomplete are not considered by the school. Remember to be specific about your requirements and fill in more than one form if you require more than one school, facility

or time slot. Returning an incomplete application form may result in the start date of your letting being delayed.

11. As an existing hirer your organisation's details will already be held on our files so in most cases it will not be necessary to submit all of the supporting documents again. The School Lettings Service will write to advise you when supporting documents are due to expire and request that a revised copy is submitted. Existing sports coaches who have already provided coaching certificates / qualifications do not need to send them in again each year. Coaching certificate / qualifications should still be provided for every **new coach** that your organisation employs.

12. As this is our busiest period and we handle around 2000 lettings during this time we ask all hirers to be patient and wait for us to contact you. We will inform you as soon as possible if you cannot have the venue / day / time chosen and where possible will offer you an alternative.

13. There is absolutely no guarantee that you will be allocated exactly what you have applied for, nor that will you be allowed to use the same time / venue as in the previous year.

14. There is absolutely no guarantee that the charges you have previously paid will remain the same. Schools generally increase their charging rates at the start of each new academic year. Schools are not obliged to consult with hirers regarding price increases. Schools are not required to provide advance notification of price increases where the new agreement is being set up for the following academic year. School are only obliged to provide 4 weeks notification of a price increase where it take place within and existing contract that has been signed and confirmed. Hirers are reminded to pay particular attention to the charges section on their new academic year hire agreement as any changes in fees will be detailed here.

15. Applications received during this period for the forthcoming academic year will take a minimum of 4 weeks to be processed and could take up to 12 weeks dependant upon length of the time the schools take to approve their new year lettings. Please do not telephone if you have not had a response from us as your application will still be being processed. Please e-mail should you require confirmation your application has been received. You will be asked to re send the application should it not have been received so please keep a copy.

16. The most efficient way to get your completed application packs to us is via e-mail at educ.lettings@leeds.gov.uk. You will receive an automated reply advising that your mail has been received (it does not confirm that the application has been processed). If you do not get such a response within 24 hours it is unlikely that your application has reached us.

Remember

- Application packs to renew for the forthcoming academic year are issued from 1st April. Automatic renewals will be applied where possible so not all hirers that have held a letting in the current academic year will be sent one.
- If sent a form to complete, return your application form as soon as possible but preferably by the stated deadline.
- To be specific, complete the form fully and fill out more than one form where necessary
- It is a very busy period and it will take much longer than usual to process your letting
- An automated reply to confirm receipt of your mail only should be received for all applications sent via e-mail
- You can e-mail to request that your application forms have been received
- Keep a copy of anything you send as we will ask you to re submit it if we have not received it
- Submit supporting documents only if previous copies have expired or a new coach will lead the session

The School Lettings Service

Will

- Issue application packs from 1st April each year
- renew regular continuous lettings after consultation with the school
- Deal with queries by e-mail more quickly than telephone calls and voicemail messages

Will not

- Process any applications received during the school summer holidays until September
- Guarantee that late application forms are able to commence the first week in September
- Guarantee that you will be allocated the same as last year or exactly what is applied for
- Guarantee that charges will remain the same as last year
- Always be available to deal with phone calls and queries due to the volume of applications received, you may find the voicemail is picking up your call.

Section 5 Charges and how to pay for your letting

1. Payment for all hire of premises is due in advance. It is not possible to pay for your hire after it has taken place. Invoice calculations are based upon the information contained on the hire agreements and any subsequent amendments. You must ensure your hire agreement is a true reflection of the days, dates, times, facilities and charges to be used. Reductions will ONLY be applied where an official amendment is in place.

2. Only one invoice will be raised for each letting, it will be for the cost of the whole letting and will be raised in advance of the start date of your letting upon receipt of your signed proposal copy of the hire agreement. Just after your confirmation copy hire agreement is issued, you will receive a copy invoice via a separate e-mail that details the payments dates and terms. You should retain this e-mail to refer to each month to ensure you pay correctly and on time.

3. Invoice queries should always come to the School Lettings Service in the first instance as queries raised will have to be confirmed with the school you hire before any adjustment can be made to your invoice. Credits can only be applied to your invoice upon the school's confirmation and following an amended hire agreement being raised

4. If your booking is for a series of 10 or more sessions across a minimum of 2 full months, the facility to make payment via 3 methods may be offered.

   - **Pay in full** following the instructions on the back of the invoice for payment of your invoice.

   - **Pay via monthly direct debit from your bank account.** Payments will be taken automatically from your bank account. You will need to complete the direct debit mandate and return it with your signed proposal copy of the hire agreement. Payments can only be deducted from accounts on the 1st of each month.

   - **Pay via a monthly payment plan.** The total cost of your letting will be divided into equal monthly instalments. Each instalment must be made on the 1st of each month. You will be responsible for ensuring each monthly payment is made by that deadline. All payment methods are clearly detailed on the back of your invoice.

   If you would prefer you can also set-up a standing order through your bank. The bank account details for Leeds City Council can be found on the back of your invoice.

5. You must select a payment option when signing your hire agreement, failure to select an option will result in your invoice being set up to be paid in full in advance. Receipt of full payment at any point will cancel any instalment schedule attached to the invoice. You can opt to pay your instalments by direct debit. You must complete and return the mandate with your signed hire agreement. If the mandate is not attached the payment option will revert to monthly instalments paid manually by the hirer.

6. A new mandate must be completed by the hirer at the start of each new academic year when your letting renewal is completed. Please do not assume that direct debit will automatically be applied if you have paid using this method previously. Payment method will always default to a single payment in full in advance of your hire unless you tell the School Lettings Service otherwise.

7. Invoices that are for less than 10 sessions or one off events must be paid in full 14 days before the letting takes place.

8. Direct debits and instalments will be collected in amounts of no less than £10.00 each month and can only be spread over the term of the letting, it must be paid in full before the letting expiry date. Hirers will receive a payment plan in their invoice detailing payments to be made / collected each month.

9. It is the hirers responsibility to ensure the direct debit has been set up correctly with their bank. Please remember that we are required to provide your bank at least 17 days notice to set up a direct debit arrangement. You may have to pay an instalment yourself if the direct debit is not or cannot be collected on time to ensure your account remains paid to date whilst the direct debit is being set up.

10. Where invoices are to be paid via monthly instalments / direct debit,

    - the whole cost of the letting will be divided into equal monthly payments over the term of the letting,
    - it may mean that in some months you pay more or less than the actual number of sessions used,
    - you are not paying for the exact number of individual dates used within that month only,
    - instalments cannot be extended longer than the term of the letting, all fees must be paid in full by the 1st of the month in which the letting expires (this must be at least 14 days before the letting expires).
    - it may not always be possible to set up instalments due to time constraints, therefore you may find that monthly instalment or direct debit payments cannot be applied.

11. Failure to pay your invoice in full, to pay an instalment, or the direct debit is not collected, will result in a default letter being issued to you. You will be given a short period of time to bring your account up to date. If payment has not been received within this period your letting will be suspended until the invoice is paid.

12. The letting will only be re-instated once the School Lettings Service has received written confirmation from Revenues Services that any outstanding balance has been cleared. If payment has not been received after 28 days the letting will be cancelled in full and the slot made available to another hirer. You will be required to start the process again and submit a new application form should you wish to hire school premises after this time.

13. Late Payment Fees.

    Your payment details (amounts and dates due) are detailed on your hire agreement and on your invoice that you are required to retain. If you are due to make payment you are advised;

    - to ensure payment is made and the funds have cleared by the 7th of that month
    - to ensure that the payment is made providing adequate time for funds to clear before the 7th of that month, cheque or BACS can take up to four days for funds to clear once your payment is received by the Council
    - to check that payment has been taken from your bank if you are expecting to pay by direct debit
    - that if the direct debit has not been taken to contact the School Lettings Service immediately
    - that if the direct debit has bounced due to insufficient funds or if you have cancelled the instruction with your bank to pay by direct debit, to ensure that payment is made via another method detailed on the back of your invoice by the 7th of the month
    - to contact the School Lettings Service if you anticipate any problem in paying the instalment or invoice by the 7th of the month
    - that all credits known to the School Letting Service at this time have been applied to your account, if you are expecting a further credit please e-mail educ.lettings@leeds.gov.uk
    - that should payment remain outstanding on the 9th of that month a final reminder will be issued and late payment fees will be applied from the point the final reminder is issued.

    Should payment not have been received and funds cleared, on the 7th of the month (or first working day thereafter) the School Lettings Service will e-mail a final reminder notice to hirers to advise that payment has not been received. At this point a late payment fee of £22.00 will be levied. You will be advised;

    - payment has not been received / funds have not cleared
    - a late payment fee of £22.00 has been applied to your letting
    - you have a further 72 hours to make the required payment

- that funds must have cleared within 72 hours therefore cheque or BACS are not acceptable forms of payment at this point
- to note that faster payment from your own bank account can still take up to four days to reach the Council's systems
- that with regret, the letting (and all other lettings for the same organisation) will be suspended if payment has not been received / funds cleared within 72 hours
- the letting will remain suspended until your invoice is paid to date during which time you will be refuse access to the premises
- the letting will remain suspended until either the invoice is paid to date, or for a maximum of 4 weeks. It is the equivalent of the 4 week notice period required to cancel any hire. During the suspended period access to the premises will be refused.
- during the period where a letting is suspended the school are unable to hirer the premises out again to other users as the letting has not at that point been cancelled in full, therefore all hire fees due for those sessions within a suspended period are still payable by the hirer.
- where payment is received after the letting has been suspended and you would like your letting to be reinstated, an adjustment fee of £22.00 will be applied as detailed in section 3.
- if payment is not made at all and you have not contacted the School Lettings Service to reinstate your letting within 28 days of its suspension, the letting is cancelled in full. Invoices will be adjusted accordingly at that point for any sessions not used after the suspension. Your letting cancellation will detail the final amount you are required to pay.
- failure to pay this final amount owing will result in the commencement of debt recovery and legal action
- once the letting is cancelled it cannot be reinstated if payment is eventually made, you will be required to begin the letting process again should you still wish to hire the premises after your letting has been cancelled.

Hirers are strongly advised to communicate with staff in the School Lettings Service where they are having difficulty with payments to ensure that unnecessary late payment or adjustment fees are not incurred.

Please ensure that you provide a valid e-mail address and mobile telephone number at the start of your hire and continue to inform the Schools Lettings Service of any changes to your contact details. It is the hirer's responsibility to ensure that the School Lettings Service is able to make contact with you and to ensure that you respond to any communication from the School Lettings Service. Staff in the School Lettings Service will make every effort to resolve any concerns you may have but with regret cannot waive late payment or adjustment fees where hirers have failed to keep in contact with, communicate with or respond to requests from staff.

14. Please note that suspensions and cancellation of lettings due to non payment applies to all lettings made on behalf of that organisation and all lettings in that debtors name. You may find that other sections of your organisation or other organisation's entirely are prevented from accessing the premises for a letting due to non payment by other parts of the organisation or by their representative whilst working on behalf of another organisation.

15. Hirers consistently failing to make their monthly payments or invoices on time will have the facility to pay via instalments removed for both current lettings and any future lettings booked after this time. The full outstanding balance will become due immediately. Any further lettings will have to be paid for in full before hire commences.

16. If changes have been made to your letting via official amendment issued to both you and the school, which result in the cost of your letting being reduced, a credit note will be raised against your invoice. Your amended hire agreement will clearly detail the reduction due.

- **If you have paid the invoice in full,** a refund will be issued at the end of term in which the cancellation took place, via the same method you made the payment.

- **If you pay by direct debit or monthly instalment,** payment(s) will be reduced accordingly to account for the amount you have overpaid. You will receive an e-mail detailing an amended payment plan when

your credit note is raised advising you of any changes to the direct debit being collected or the monthly instalment to be paid.

17. Invoices are issued to the hirer, an individual at a private address, not to the club or group. Invoices will be issued to an organisation at the business address if it is a registered company or charity and the company or charity number is supplied on the application form, unless you provide alternative instructions. If you are a registered company and require a specific code, number or purchase order number detailed on your invoice it must be supplied on the application form.

18. Invoices can be issued to an organisation's nominated person (such as a treasurer or an accounts person) directly. This person's details must be supplied on the application form and will appear on the hire agreement. The invoice will be issued in the name of the hirer (the person signing the legal hirer agreement). The invoice will also contain the details of the nominated person (such as the treasurer), this person will receive the actual invoice.

19. The person responsible for the letting is liable for any charges associated with it. Upon signing your hire agreement, you are accepting the charges stated and agree to be responsible for payment. The person who has signed the agreement will be personally liable for the fee regardless of any other nominated payees and invoicing details supplied. It is the hirers responsibility to ensure the nominated payee has made the payment.

20. Invoices will not under any circumstances be cancelled or adjusted after they have been issued unless we have made a mistake. A £40.00 fee will be applied if you ask us to re-issue an invoice where it was correct at time of issue based upon the information supplied by the hirer on the application form and on the signed hire agreement.

21. We are not responsible for any loss caused if we have to interrupt or cancel your letting unavoidably (because of things like machinery breakdown, electricity failure, water leaks, fire, government restrictions or Acts of God).

Remember

- Payment for all hire is due in advance
- Calculations are based upon the hire agreement and any amendments
- Credit notes are only applied where an official amended hire agreement is in place
- Invoice queries should always come to the School Lettings Service in the first instance
- The school will be contacted to gain approval before any credit can be applied to you invoice
- To provide the correct invoicing details and purchase order numbers where applicable
- The responsible adult that has signed the hire agreement is personally liable for any charges due, regardless of who they have nominated to pay it on their behalf
- Payment may be made via three options
- There may be occasions where your preferred payment method cannot be applied and you are required to make alternative arrangements.
- The hirer is responsible for ensuring instalments are paid and that direct debits are set up accordingly.
- Failure to pay in full or individual instalments on time will affect all current and future lettings and will result in the facility to pay via instalments being removed. You will be required to pay for all future hire in full in advance of any hire commencing.
- Take account of delays in processing payments (4 days for BACS / Cheque etc)
- Instalments are due on 1st of the month, late payments will incur an £22.00 fee (per late instalment).
- Lettings will be suspended where payment is not made. Access to premises is denied during a suspension but all fees remain due for up to 4 weeks (notice period).
- Adjustment fees apply to reinstate lettings after they are suspended for non payment.

The School Lettings Service

Will

- Calculate and raise one invoice per letting in advance
- Issue a payment plan for you to follow should you wish to pay via instalments
- Issue invoices to a nominated person other than the hirer (eg treasurer)
- Clearly state any payment deductions due on an amended hire agreement
- Charge fees for re-issuing and amending invoices, late payments and adjusting suspended lettings
- Suspend lettings if you are in arrears and cancel lettings in full where a suspension is still in place after 4 weeks

Will not

- Issue invoices to a company/charity name/address without the company/charity number
- Be responsible for any loss due to unavoidable interruption or cancellation of a letting

Section 6 Value Added Tax (VAT)

If an option to tax has been exercised by the School in relation to the facilities being hired, all charges for hire should be made at standard rate of VAT.

Where the option to tax has not been exercised, the charges for lettings are exclusive of VAT. VAT is charged at the current rate in addition to the hire fee set by the School unless it meets the exemption rules.

The regulations below show how VAT is applied.

1. VAT at the current rate will be charged for the following types of use in addition to the hire fee;

- Use of specialist equipment (OHP, AV, TV, video), catering/refreshments or any other goods/services provided at the request of the hirer. No exemption applies.
- Grounds used for vehicle parking, camping, caravanning or exhibitions, unless exempt
- For hire of any facility for any purpose in a school where the Authority has opted to tax on that building, a list of these schools can be found in appendix 5. No exemption applies.

2. VAT is not charged on the following types of use due to exemption;

- Rooms and halls involving no more than the use of furniture such as tables, desks and chairs.
- Continuous hire for a period of more than 24 hours.
- Hire of sports facilities when used for a sporting activity or physical recreation by a school, a club, an association or organisations representing affiliated clubs or constituent associations.

Section 7 Insurance

1. Your organisation must have third party public liability insurance cover with an indemnity limit of no less than £5 million. Your letting(s) will not be confirmed if you do not provide details of your valid insurance. A copy of your valid public liability insurance policy must be supplied to the School Lettings Service. It must contain the following information:
   - The name of the insured
   - The start date and expiry date of the policy
   - That cover for public liability of no less that £5 million is included.

2. In the event that the hirer cannot supply a copy of the policy that confirms the above detail, it is the hirer's responsibility to obtain the above information from their insurance company / governing body. Only documents that have the official company logo and a policy number can be accepted. Continuous policies are not acceptable, an expiry date must be supplied, or confirmation from the insurer that premiums are paid to cover for a set period.

3. Employer's liability, professional indemnity or personal accident / injury insurance held by individual players or instructors are not sufficient.

4. Most organisation's will be linked or affiliated to a governing body or association and would be expected to take out their insurance through this body. For example football teams are usually affiliated to West Riding County FA and can purchase specific insurance for their purpose through the association. However, generic policies that do not state the hirer / group name (may only state that affiliated members are covered) will only be accepted where additional documents providing proof of current membership / affiliation are supplied.

5. Please be advised that, in the event of any claim (where the hirer is found to be negligent), you may become personally liable if an insurance policy is not in place.

6. We will not under any circumstances accept responsibility or pay for any goods which are brought into or left in the premises which are damaged, stolen or lost. You must indemnify us against such expense.

7. If during or following the hiring of the premises, a claim is made against the Council for loss, damage, injury, action or costs, then you must reimburse the Council for all costs connected with that claim. A claim may arise from action that you (or anyone acting with express or implied permission) take or fail to take. For example, someone may be injured by a piece of equipment you have brought in. In entering this agreement, you agree to indemnify the Council against any claims. As the costs of any claim could be very high, you must have adequate insurance cover.

8. Indemnity

1. The hirer shall be liable for and shall indemnify and keep fully and effectually indemnified, the Council against all costs, expenses, losses, claims, demands, actions, damages, proceedings and other liabilities in respect of any injury to (including the death of) any person whomsoever and in respect of any loss injury damage whatsoever to any property real or personal arising in any way out of this agreement or as a consequence of the use of the Premises or the non observance, non performance or breach of any of the conditions and provisions of this agreement.

2. The hirer shall take out and during the continuance of this Agreement maintain with such insurers and underwriters as the Council shall in writing previously approved and in terms satisfactory to the Council a policy or policies of insurance covering the matters contained in clause 1, and such cover shall not be less than £5m (or such higher sum as the Council may from time to time require) for any one claim or series of claims arising out of one incident or event without limit on the number of claims during the period of insurance, such policy or policies of insurance to contain principal clause in favour of Leeds City Council and if requested at any time to do so by the Council's Chief Education Officer (or his/her nominee) the hirer shall provide documentary evidence that such insurance has been taken out and is being maintained and the hirer shall assign to the council all sums which may come to the hirer from the insurer or insurers under such policy or policies of insurance in respect of the indemnities contained in sub clause 1 above
3. The hirer shall notify the Council of any claims or threatened claims arising in any way out of this Agreement or the use of the Premises

The hirer shall:-

1. not use or permit to be used the Premises in such a manner or permit any activity to be carried on there from which may bring the Council or the Premises into disrepute or cause offence or embarrassment to the Council, its employees, members of the general public or any persons using the Premises

2. refuse admission to and/or take all reasonable steps to eject any disorderly person or any person whose behaviour or activities may in the opinion of the Council bring the Council or the Premises into disrepute or cause embarrassment to the Council, its employees, members of the general public or any persons using the Premises PROVIDED ALWAYS that in the event of the hirer failing to take such appropriate action the Council (or such person authorised by the Council) shall have the right to require the cessation of such behaviour or activity and the removal of such person from the premises and/or without prejudice to the generality of the foregoing the Council shall have the right to immediately cancel the hiring subject of this Agreement without any compensation or return of the Hire Fee to the hirer

3. Comply with such rules and regulations and governing the use of the premises made by the Director of Education from time to time ensure the hirer's guests/visitors comply with the provisions and conditions of the Agreement

Section 8. Music Licences (PPLPRS uk)

1. If your use of the premises involves the playing of music, for such as dance shows, exercise or keep fit classes, you are required to hold a license. You must ensure you tell us that you play music when applying for the letting. You must also ensure that you hold the appropriate PPL licence.

2. PPLPRS UK licenses recorded music played in public or broadcast and then distributes the license fee to its performer and rights holder members. Organised activities that use recorded music and that take place in premises such as a hired hall or community building required the correct license to cover those activities. Hirers must check if the music they use is contained within the PPLPRS repertoire.

3. PPLPRS represents the UK record industry, licensing the sound recordings on behalf of record companies and performers. A license is required for any public performance of sound recordings for extra curricular purposes within a school.

4. As with any licensing requirement, it is the responsibility of the music user to understand and meet their legal obligations. Within the UK, everyone is required to comply with copyright law (as defined in the Copyright, Designs and Patents Act, 1988). If music is used, it is your responsibility to ensure that the correct licences are in place so that you and/or any person working on your premises can perform copyright music in public lawfully. Where a business or organisation requires a licence but does not obtain one, they will be infringing copyright and may ultimately face legal proceedings in respect of copyright infringement liability. A court can order the business to pay its outstanding licence fees plus legal costs and issue a court order known as an injunction to stop the business playing recorded music until this is done. Hirers playing music in school premises without appropriate licences will not be adhering to the terms and conditions of the hire. The letting could be cancelled should we become aware that licenses are not in place. Leeds City Council / the School work closely with PPLPRS UK and provide information to them as requested regarding hirers that play music in our premises.

Section 9. Compliments and Complaints

1. If you would like to make a complaint regarding our service or the way your enquiry was handled, or equally register a compliment, please put this in writing to the Team Leader (The Lettings Team), The School Lettings Service, Business Support Centre, 3rd Floor West Merrion House, 110 Merrion Centre, Leeds, LS2 8BB. Alternatively, you can e-mail your complaint / compliment to educ.lettings@leeds.gov.uk. Your communication will be processed in accordance with the Leeds City Council compliments and complaints policy.

2. If you would like to make a complaint regarding the premises (access or lack of access / the condition etc), please use the contact details above to write to or e-mail us. Your communication will be passed to the school who will either reply to you directly or provide the School Lettings Service with a response for you. Your communication will be processed in accordance with the individual School's compliments and complaints policy.

3. In January 2016 the DfE recommended to school governing bodies they ensure that any hirers of their premises have their own complaints procedure in place. Therefore, from 1st April 2016 you should ensure that you have a suitable policy in place for dealing with compliments or complaints. For example; concerns raised by your members, participants or parents of attending children regarding the activity taking place or the organisation or leadership of the group. Leeds City Council does not have a model policy for third party hirers of school premises and would therefore encourage you to contact your organisation's governing body for advice if you do not already have a suitable policy in place. A copy of the Leeds Council policy can be supplied upon request should you wish to adapt this for your own purposes. You are not required to supply a copy of your policy to us unless we or the school request it.

4. We will make every effort to accommodate your request but this may not always be possible. Where we cannot meet your requirements, we would ask you to remain polite and treat us with the same respect that we offer to you. To protect our employees we have a zero tolerance of abuse and we would ask you to refrain from using abusive language when you contact us

Section 10. General Health & Safety

1. During your period of hire you must take all reasonable steps to maintain order and ensure there are no activities undertaken which are against the law or the conditions of hire contained in this document.

2. During your period of hire you must comply with the Coronovirus Act the Health Protection (Coronavirus, Restrictions) (England) Regulations 2020, and/or any subsequent statutory amendment, modification or replacement thereof and all Coronavirus COVID-19 guidance issued by the Government from time to time.

3. You must carry your hire agreement copy with you at all times whilst on site and produce ID if requested by a member of staff on site.

4. All schools and Leeds City Council premises are strictly no smoking areas.

5. All hirers shall familiarise themselves with notices related to health, safety and fire precautions displayed relevant to the facilities which are being used. It is the hirer's responsibility to ensure that they are aware of action to take in the event of a fire (how to evacuate / raise the alarm). Please consult caretaking staff if advice is required.

6. You will strictly observe all statutory provision, regulation, bye-laws or similar matters in respect of safety and convenience of those using the Premises. You will ensure that each member of your Group is instructed in the safety precautions and emergency procedures relating to the Premises.

7. Naked flames and Butane gas cylinders are not permitted. The Premises have a no smoking policy (electronic cigarettes are also not permitted), and you must ensure that you and any members of your Group adhere to this policy at all times.

8. Where car parking space is available at premises it is at the owners' risk. The hirer must ensure that entrance roads are kept free of traffic to allow vehicles to pass in an emergency. Hirers are reminded that their use of the school should not affect local residents, therefore consideration should also be given to parking around the school. Where large events take place, such a gala / tournament or where more than 150 people are in attendance, the hirer is responsible for arranging marshals to control traffic both in and around the school premises.

9. Those organisations / hirers that have a letting in school premises during the school day or as part of the schools extra curricular activities will also be required to adhere to the following additional procedures.

    - You must provide a list to the school detailing your staff / volunteers (prior to the letting commencing, or within 14 days if requested retrospectively). It should include each persons DBS disclosure certificate number, the date the DBS was completed and the registered body who carried out the DBS. The school may add these details to their single central register.
    - You must enter the school through the main entrance and sign in at the school office.
    - You will be escorted to the room/facilities you have booked.
    - You are not permitted to move around the school unaccompanied or interact with the school's pupils.
    - The area you have booked must be contained and the school will advise the staff and pupils that this area is out of bounds.
    - You must inform parents that it is not a school led activity and that you are the person responsible for their children throughout the session.
    - You must ensure that any other adults within your organisation / session do not leave the area booked and move around the school unaccompanied or interact with the school's pupils.

10. In certain circumstances where the area to be used is not / can not be contained or unaccompanied movement around the school is necessary;

    - The school will be required to include you on their single central register
    - You will be required to carry out a risk assessment in partnership with the school
    - You must agree that the school can write to your employer / NGB to confirm that they have carried out an enhanced DBS check and that they consider you a suitable person to work with children.

- Where appropriate, you must ensure that written risk assessments have been carried out for all volunteers as specified in Part 3 of Keeping Children in Education (DfE 2018)

11. You must if requested provide evidence directly to the school you operate from confirming the appropriate level of checks, in relation to the disqualification regulations, are completed for staff and volunteers working in your setting (eg: DBS checks, disqualification checks for staff caught up in the Childcare Act 2006 and Prohibition Order for teachers appointed from September 2013). Failure to comply with this requirement within 14 days upon request, may result in immediate termination of the letting.

12. You must ensure that children are not left unsupervised in the facility you have booked; an adult must be present at all times. In addition, you must not allow children to wander around other parts of the premises unsupervised. The lead person on site should ensure that they are aware of where all their children are at all times.

13. You must ensure that children are adequately supervised throughout your use of the premises and that the recommended adult to children ratios detailed in appendix 3 are adhered to.

14. You must ensure that members of your group do not access areas of the premises that have not been booked by your organisation. There should not be anyone in the corridors during the period of your letting unless they are using them to access toilet facilities.

15. You must ensure that the space you have hired is used only for the purpose identified on the hire agreement. For example; hire of a canteen as a refreshment area should not be used for any other purpose (eg: a meeting / teaching space / storage area).

16. You must ensure that members of your group do not interfere with or misuse the schools equipment. You may only use equipment if you have been given permission. Any equipment you have permission to use will be listed on your hire agreement.

17. The lead person on site must ensure that they arrive before any members of their organisation, particularly if it is a children's group. Participants cannot enter the school before the start time of the letting as they are not insured to be on the premises.

18. Where parents drop their children off at the premises to attend a letting, they should be advised that the school and its staff are not responsible for the welfare of their children. The lead person on site is directly responsible for these children and parents should be advised to ensure that their children are placed directly in the care of the lead person before they leave the premises.

19. It is the organisation's duty to communicate with parents about arrival and collection arrangements for their children. It is imperative that parents understand their children should not arrive too early and be left alone to wander around the premises. A procedure regarding children whose parent/carer fails to collect them on time should be detailed within the safeguarding policy. At no time are the school staff responsible for any children whose parent/carer have not arrived to collect them. The lead person on site must remain with that child / children at all times until collected by a parent/carer.

20. The organisation should ensure that they have contact details for all parents of the children that attend their letting. Should letting be cancelled at short notice it is the organisation's responsibility to ensure that all parents are informed not to bring their children for that session. If the parents cannot be contacted the hirer (the named person that has signed the legal hire agreement) must ensure that they attend the premises to advise parents as they arrive that the session has been cancelled.

21. The school / Leeds City Council will not be responsible for any children that arrive for a session that has been cancelled or where the lead person on site does not arrive on time.

22. The named hirer that has signed the legal hire agreement is personally responsible for ensuring that all children / participants / members of their group comply with the conditions of this agreement, whether they attend the session or not.

23. The School reserves the right to move the hirer to a suitable alternative location/s within the school building in the event that the specific areas hired are temporarily unavailable due to H&S, educational or other unforeseen circumstances, as an alternative to cancelling the letting.

Section 11 Specific Hire Conditions

1. No persons under 18 years of age may make a booking for the use of education premises.

2. Your use of the premises must not interfere with educational use or cause annoyance.

3. The premises can only be used:

   a). for the purpose stated on your application form. If the activity changes you must inform the School Lettings Service via e-mail. This is of particular importance if it is a sport or physical activity.

   b). for the length of time stated on your hire agreement. The school is not obliged to provide access to the premises for additional time either before or after your letting for set up / clear up purposes. The times detailed on your hire agreement must include any set up and clear up time you require. You cannot enter the premises before the start time detailed on your hire agreement and must leave promptly at the finish time detailed on your hire agreement.

   c). by the named person and organisation stated. You cannot allow another person or section of your organisation to use the space instead of you or to share the space with you. Safeguarding and insurances can become invalid where this happens.

4. If you stay after 10.30pm you will have to arrange and pay for transport home for any staff that have had to work late and cannot get home by public transport.

5. You must not have more people in the premises than is allowed under the licensing or fire regulations.

6. You must not sub-let the premises (or any part of it). If you do, or try to, the booking will be cancelled immediately and any fees paid will not be refunded. You and those you have sub-let to will have to leave the building.

7. You are responsible for the cost of any damage caused by yourself or your Group during the Booking period. Should any such behaviour halt or interrupt our ability to continue to offer our services, you will be liable for and fully indemnify us against all, costs, claims and, losses directly or indirectly incurred by us as a result of such behaviour.

8. Political meetings:

- You cannot use the premises on two or more nights in a row for political meetings in support of the same candidate.
- You cannot use the premises as a candidate's committee room.
- By law, the use of the premises for public meetings, local or national elections takes priority over other bookings. We have the right to cancel bookings for this – we will let you know if this happens.

8 We /the school reserve the right to refuse a letting if there is a possibility of public disorder, or if it is contrary to the ethos of the school.

9 If you have booked premises normally used for school meals you may need to have a member of the school meals service present. If so you will be charged for this.

10 Furniture, equipment, loss or damage.

- Hire of the premises does not include equipment or materials. Specific permission must be obtained in order to use any equipment in the premises.

- You need our/the school's permission before moving or altering any furniture or equipment (including PE equipment) in the premises.
- You need our/the school's permission before taking any of your own furniture or equipment into the premises, and must remove it after each hiring.
- You must not fix anything to the walls with nails or screws, or post any placards on the premises.
- You must leave the premises clean and tidy after each hiring, it should be returned to an 'as found' condition. If you don't, we will arrange for it to be cleaned at your expense.
- Any damage to the premises, furniture or equipment during the hiring (other than ordinary wear and tear), must be reported immediately to the caretaker or other staff responsible. It will have to be made good immediately, or paid for to our/the school's satisfaction.
- You must not use any preparation for dancing on the floor. If the premises have rules about footwear, you must follow them.

11 Public entertainment and licensing:

- Premises which are licensed for public entertainment are subject to conditions which the hirer must comply with. It will be necessary to speak to staff at the premises to obtain this information.
- Where premises are licensed for public entertainment the promoters of any entertainment for which a licence is necessary shall be responsible for ensuring that a licence is obtained.
- The hirer shall ensure that sufficient stewards to maintain order are available at exits and entrances. The maintenance of order shall be the sole responsibility of the hirer.
- The consumption of alcoholic drinks on education premises will only be allowed with prior approval of Leeds City Council and the School Governors and subject to the normal licensing arrangements. It is the responsibility of the hirer to make enquiries of the Police and Clerk to the Licensing justices to ascertain licensing requirements. It is the responsibility of the hirer to ensure that all relevant licensing requirements are met and observed. You will need to obtain a TEN.

12 You will provide adequately qualified and registered stewards to supervise large events and be responsible for the safety of all persons attending the event at the Premises during the Booking period. You will provide a minimum of one steward per 150 person occupancy. Volunteer stewards cannot be supplied. Stewarding provided by Leeds City Council will be charged to you at the current rate, in addition to the applicable booking fee.

13 The Premises must not be used for the performance of any drama or musical or for the delivery of any lecture in which copyright exists without the consent of the owner of the copyright. We will not be liable to you for any breach of third party copyright by you and you will indemnify us for any costs and or damages incurred from any such claim. You must state clearly on the booking form if you intend to use, perform or reproduce copyright music by either live or mechanical means whilst using the Premises (e.g. dance shows, exercise or keep fit classes), you are required to hold both a PRS and/or PPL license.

14 You must not harass, abuse or threaten any person in or about the premises in any way. You must not harass, abuse or threaten any member of staff within the School Lettings Service via verbal or written communication or via face to face contact. Where a person chooses to behave inappropriately towards either site or office staff members, all existing lettings could be suspended or cancelled. Any future use of the service may also be affected accordingly.

15 We will ensure that any booking made with us is provided in accordance with these terms and conditions and we shall undertake our obligations under the Contract with all reasonable skill and care. We will not be liable to you by way of representation (unless fraudulent), common law duty or under any express or implied term of the contract for:
(i) any losses which are not foreseeable to either party when the Contract was entered into arising in connection with the supply of the services or their use by you;
(ii) any losses which are not caused by any breach by us; or
(iii) any business or trade losses.

16 Except in relation to death or personal injury caused by our negligence our entire liability to you in connection with the Contract will not exceed the value of your booking.

17 The Contract is subject to English law and the exclusive jurisdiction of the English Courts.

18 You must manage the Premises responsibly and with due diligence during the Booking period. As such, whether it is a Group Booking, or a Booking made by or on behalf yourself or individuals, if your behaviour, or that of any member of your Group, or individual on whose behalf you have made a Booking is considered likely to cause danger, damage or offence to any other individual we reserve the right at our reasonable discretion to cancel or terminate the Booking with immediate effect. In these circumstances, our responsibility for your Booking will cease and we will not be obliged to cover any expense which may be incurred by you and will not be liable for any claim for compensation or refunds.

19 You must adhere to any reasonable request from staff on site, such as;
a). providing proof of identification and or you're a copy of your hirer agreement
b). leaving the premises if requested, particularly where you have attended for a session that has been cancelled (even at short notice of if you have not received the e-mail to advise of cancellation).

20 You must not use the premises for any illegal or immoral act or purpose.

21 You must not use the premises in a way which breaches any Act of Parliament including (but not limited to) the Race Relations Act 1976, the Representation of the People Act 1983, the Public Order Act 1986, the Human Rights Act 1988, the Criminal Justice and Public Order Act 1994, the Crime and Disorder Act 1998, the Anti-Social Behaviour Act 2003, the Licensing Act 2003, the Racial and Religious Hatred Act 2006 and the Criminal Justice and Immigration Act 2008."

22 If any of these terms and conditions or any provisions of this Contract are determined to be invalid, unlawful or unenforceable to any extent by a court of competent jurisdiction, such term, condition or provision will to that extent be removed from the remaining terms, conditions or provisions which will continue to be valid to the fullest extent permitted by law.

23 The failure of either party to insist upon strict performance of any provision of the Contract, or the failure of either party to exercise, or any delay in exercising, any right or remedy will not constitute a waiver of that right or remedy and will not cause a diminution of the obligations established by the Contract. A waiver of any right or remedy arising from a breach of the Contract will not constitute a waiver of any right or remedy arising from any other or subsequent breach of the Contract.

24 Both the police and ourselves reserve the right to enter the premises during your hire. Occasional monitoring visits may be carried out by Leeds City Council and /or School Lettings Service officers.

25 The hire may be ended without notice if:

- any of these conditions are broken
- educational work is being affected
- wear and tear or premises, furniture or fittings is excessive
- there is a health and safety issue

26 Leeds City Council /the School reserves the right to alter, amend or add to the agreement / Conditions of Use at any time and such alterations, amendments or additions will be effective on the giving of 4 weeks written notice to the hirer.

27. All booking requests are subject to the Council's Prevent Duty.

- Section 26 of the Counter-Terrorism and Security Act 2015 places a duty on certain bodies (including the local authority), in the exercise of their functions, to have "due regard to the need to prevent people from being drawn into terrorism". This is known as the Prevent Duty. In complying with the Prevent Duty, there is an expectation that local authorities ensure that publicly-owned venues and resources do not provide a platform for extremists and are not used to disseminate extremist views. T
- Therefore, the hirer is not to use local authority resources to espouse violent and/or non-violent extremist views.
- The Government have defined extremism as "vocal or active opposition to our fundamental values, including democracy, the rule of law, individual liberty and mutual respect and tolerance of different

faiths and beliefs. We also include in our definition of extremism calls for the death of members of our armed forces".

- For these purposes, "extremism" means extremism of a kind such as to risk drawing people into terrorism.

Section 12 Academies

Leeds City Council may no longer responsible for dealing with the letting of the premises when a school becomes an academy as the land and buildings are directly owned and managed by the academy. Academies can arrange to continue using our services to process their lettings. Where an academy chooses to continue using our service there will be no changes made to the way your lettings are processed or the way you pay for your hire. However, Academies are not required to follow Leeds City Council policy or procedure and can ask us to use their own terms of hire. Therefore you may find that the terms of your booking changes. We will advise where this happens. Where Leeds City Council act as an agent for an Academy, all decisions made by the academy are final and cannot be overturned by Leeds City Council. The hirer may be asked to contact the Academy directly to resolve any queries should the School Lettings Service have followed the Academy's instruction and the hirer wishes to dispute this.

Should a school become an academy mid way through the school year, but choose not to use the School Lettings Service, your letting(s) will be affected. Any letting(s) you hold for that school will be cancelled with immediate effect and charges will be recalculated to the point of cancellation. Fees still to be paid for dates used prior to conversion to academy will be collected by Leeds City Council in the usual way. You will then be required to approach the academy direct and follow their own procedures to hire the premises for any use that is to take place after the school has converted to an academy. The Schools Lettings Service will continue to work with schools to ensure that any transition remains smooth.

Section 13 PFI Schools

Certain school buildings within the city are no longer directly owned by Leeds City Council. New schools have been built under the Private Finance Initiative (PFI) schemes that are owned by private companies. The school premises are 'rented' to Leeds City Council for number of years. There is a contract that exists between the private company and Leeds City Council; this will vary for each school. The contract usually sets out days and times that the City Council can let to external groups. Some of the contracts mean that certain hirers will have to approach private company directly to apply for a letting.

It is advisable to contact the School Lettings Service in the first instance with regards to all schools in the city. You will be provided with alternative guidance and advice should we be unable to process your letting for a PFI school. The PFI company that own the school may require additional details to be provided regarding your hire or may have additional terms or conditions that you my have to adhere to in order to satisfy their Health & safety of insurance requirements. You will be advised accordingly where this happens.

Section 14 Safeguarding of Children

1. All services to children in Leeds must comply with Leeds Local Safeguarding Children Partnership (LSCP) procedures. Leeds City Council has a duty of care to ensure that children are appropriately safeguarded whilst taking part in activities in Leeds City Council premises. Leeds City Council conducts regular reviews of safeguarding arrangements. Leeds City Council requires written assurances of safeguarding arrangements by providers using Leeds City Council Premises. A template is issued as part of the application pack. This form needs to be completed and returned with the requested supporting evidence by all organisations who will be using LCC premises to provide activities for children and young people/or using LCC premises where there will be opportunity for contact with children on site.

2. All organisations that involve children under the age of 18 years must have a safeguarding policy, a copy should be attached to the safeguarding written assurances checklist. The Local Safeguarding Children Partnership (LSCP) is responsible for ensuring that all third sector and voluntary organisations comply with child protection legislation. The LSCP provide guidance and models via their website.

3. All organisations that have a National Governing Body (NGB) or equivalent must be affiliated to it and adopt all of its safeguarding policies and procedure. Organisations that have a NGB or equivalent will not be able to determine their own policy and procedures and any supporting documents submitted that are not related to that NGB will not be accepted.

4. Where a NGB does not exist the organisation must put in place a policy that meets the LSCP Child Protection policy requirements. Organisations must ensure they have a nominated Safeguarding officer within their organisation and that this person has access to relevant training. Further information and support for smaller organisations and independent groups can be found at the LSCP website. It is strongly recommended that you register for and complete the section 11 safeguarding assessment at the Leeds Safeguarding Children Partnership website as this will provide you with an action plan of activities you will be required to complete. It will also ensure that you receive contact and updates from LSCP. The LSCP can also offer free training courses to your organisation.

5. All safeguarding / child protection policies must contain the minimum following information.

a.) The name of the organisation's nominated safeguarding officer and confirmation of the training they have undertaken or will be expected to undertake.
b.) A commitment to carrying out DBS checks on all staff and volunteers who undertake regulated activity.
c.) A commitment to ensuring that the organisation had had sight of the individual's certificate and a quality discussion regarding any information disclosed on the certificate has taken place prior to employment commencing.
d). A commitment to employing only those adults who are suitable to work with children.
e). A commitment to ensuring that supervised workers are supervised only by adults who have had an enhanced DBS check and barred list check carried out.
f). A childcare provider caught in the disqualification regulations would be required to provide evidence of the steps that have been undertaken by the organisation to determine who, within the setting, the regulations will apply to and keep an audit trail of your decision and rationale behind it. This check is separate from the DBS check and a legal requirement. The disqualification criteria include:
- caution or conviction for certain criminal offences
- certain grounds relating to the care of children (parental right order, supervision order or care order)
- having registration refused or cancelled in relation to childcare, children's homes or disqualification from private fostering

g.) The organisation's commitment to safer recruitment. To include reference checking, interviewing, risk assessing, attitude and aptitude testing, DBS and barred list checks where appropriate.
h.) The procedures for training / informing staff of relevant child protection issues and updates, including ensuring all staff / volunteers are aware of the organisation's procedures for reporting suspicions and disclosures.
i) The organisation's common reporting procedures for suspicions and disclosures.
j.) An agreement to ensure that any serious incident occurring on school premises is shared with the School Lettings Service / Leeds City Council (also see point 9 below).
k) An agreement to keep abreast of safeguarding legislation, guidance and good practice and to revise all policies and procedures in accordance with such changes.

6. In addition, the following information must be provided, either within the Safeguarding / Child Protection policy or attached to it.

i.) safeguarding of children procedures;

health & safety,	risk assessments,
fire evacuation,	first aid,
staff / children ratios (see appendix 3),	late arrival /collection of children arrangements, staffing
in changing areas,	managing children on site – access to toilets etc.

ii.) Copies of all coaching / teaching qualification certificates for sport and physical activities.

7. Serious incidents must be reported to the Leeds City Council School Lettings Service in writing or via e-mail. The School Lettings Service contact details can be found in appendix 2. Please remember to mark

it private and confidential. Serious incidents are defined as; report of suspicion / disclosure, serious accident, anti-social behaviour, an event that requires police presence.

8. If your organisation does not have an NGB or equivalent and does not to have a policy that meets the Leeds City Council policy requirements, your application to hire premises will be refused. If the safeguarding policy supplied is insufficient (does not contain all of the required elements detailed above) your application to hire premises will be refused. This applies even if it is your NGB's safeguarding policy.

9. It is the policy of Leeds City Council to allow only those adults with an enhanced DBS check to work with children on its premises. It is therefore advisable that your organisation anticipates the costs of DBS checks for its staff. All DBS checks should be obtained through the employer or the national governing body of that organisation. For example,
   - Football clubs should ensure coaches have their DBS checks carried out via West Riding County FA
   - Brownies / Guides should ensure their staff have DBS checks carried out via the Girl Guiding Association.

10. The Safeguarding written assurances checklist must be reviewed annually. The School Lettings Service will contact you via e-mail when your checklist expiry date is due to ask that you have reviewed the written assurances checklist. You will be asked to confirm either that
    a). there have been no changes, in which case you will not need to submit a new copy of the written assurances template
    b). there have been changes. In which case you will be required to complete a new written assurances template and submit it again for the upcoming year.

11. The organisation's safeguarding policy should be reviewed in line with your NGB procedures. It is recommended that policies are reviewed every year; however policies must be reviewed wherever new or revised legislation and guidance comes into force. The School Lettings Service will inform organisations where guidance or legislation results in the necessity to review policies. Organisations will be required to submit to the Schools Lettings Service a new copy of the policy or a statement from the organisations board/committee confirming that their Safeguarding Policy has been reviewed and accordingly revised to include any new / revised legislation or guidance. It is important that you include the date of review / approval in the policy.

12. The School Lettings Service will provide organisations adequate notice to review and revise their safeguarding policy following changes to recent legislation or guidance. In addition, an annual review of the safeguarding assurances checklist will also be undertaken whereby hirers will be asked to return a reply of either no change to the existing template already supplied or an option to revise and resubmit the assurance checklist where changes have occurred. Should the organisation not submit the required policy or information required, any lettings in place will be suspended until the required information is received. The school will be advised to refuse the organisation entry to premises during the period of suspension.

13. Those organisations / hirers that have a letting in school premises during the school day or as part of the schools extra-curricular activities will also be required to adhere to the following additional procedures:

    - You must provide a list to the school detailing your staff / volunteers. It should include each person's DBS disclosure certificate number, the date the DBS check was completed and the registered body who carried out the DBS check. The school may add these details to their single central register.
    - You must enter the school through the main entrance and sign in at the school office.
    - You will be escorted to the room/facilities you have booked.
    - You are not permitted to move around the school unaccompanied or interact with the school's pupils. Any pupils taking part in your activity will be brought to you.
    - The area you have booked must be contained and the school will advise staff and pupils not taking part in your activity that this area is out of bounds.
    - You must inform parents of any pupils taking part in your activity that it is not a school led activity and that you are the person responsible for their children throughout the session.
    - You must wear a visitor badge at all times.

14. In certain circumstances where the area to be used is not / cannot be contained or unaccompanied movement around the school is necessary;

    - The school will be required to include you on their single central register
    - You will be required to carry out a risk assessment in partnership with the school
    - You must agree that the school can write to your employer / NGB to confirm that they have carried out an enhanced DBS check and that they consider you a suitable person to work with children.

15. You must if requested provide evidence directly to the school you operate from confirming the appropriate level of checks, in relation to the disqualification regulations, are completed for staff and volunteers working in your setting (eg: DBS checks, disqualification checks for staff caught up in the Childcare Act 2006 and Prohibition Order for anybody undertaking teaching work appointed from September 2013).

16. The headteacher /principal /governing body and local authority reserve the right to carry out spot checks on safeguarding arrangements of any provider of services on the school site, by attending at the premises at any time without notice and may consider the suspension/termination of letting agreements if there is sufficient evidence to suggest that the provider has not followed the safeguarding expectations outlined.

17. Leeds City Council reserves the right to audit all safer procedures listed above, including evidence of completed pre-appointment checks, risk assessments and requisite safeguarding training. Failure to comply with any requests to seek supporting evidence of an organisations safeguarding arrangements within 28 days, may result in immediate cancellation of the letting agreement.

18. All users agree act in a manner which upholds the safeguarding policy of the school and supports the safeguarding of other hirers. This includes taking prompt and effective action to deal with any request from the school relating to safeguarding regarding their use of the school or the actions of adults and/or children attending the school in connection with a letting.

19. The vision of the Leeds Safeguarding Adults Board is that all the citizens of Leeds, irrespective of age, race, gender, culture, religion, disability or sexual orientation can live free from abuse or the fear of abuse. Therefore, contractors using Leeds city council buildings have a duty of care to follow Leeds Safeguarding Adults Board procedures if there are concerned that any adult using their provisions is vulnerable and needs or may need health and social care support, or there are concerns that they are being abused or at risk of abuse from another person. Further information on these procedures can be obtained from http://www.leedssafeguardingadults.org.uk.

Section 15 Sports / Coaching qualifications

1. Swimming pool sessions must be supervised by someone with a current National Lifeguarding qualification.

2. Martial Arts organisers and instructors shall be in membership of one of the bodies which are recognised by the Sports and Advisory group on martial arts.

3. Sports groups and their instructors shall be in membership or registered with the appropriate sporting National Governing Body and provide evidence of their compliance with that body's structure and level of coaching.

4. For safeguarding, insurance and Health and Safety purposes, all sport and physical activity coaches working with children under the age of 18 years must have a relevant UK CC recognised qualification from the National Governing Body of that sport. Copies of these qualifications should be submitted with your application.

Section 16 Health & Safety Policy

1. All groups involving children under 18 must have a health and safety policy in place and a copy should be attached to the application form when it is submitted. Of particular importance are first aid and emergency

procedures, evacuation procedures and risk assessment. If you do not have a policy in place and would like some advice, a model policy can be sent out to you. It is not sufficient to use the school's own Health and Safety policy.

2. The School are not required to have first aid trained staff on site during a letting. The School is not responsible for those persons participating in the activity taking place during the letting, that responsibility belongs solely to the hirer / organisation. You should hold your own emergency equipment and records as the schools will not be made available to you.

Section 17 Voluntary Organisations

1. Voluntary or community organisations, groups and clubs should have a committee or advisory body in place consisting of two or more adults. Applications for lettings that involve children under the age of 18 will not be accepted under any circumstances where there are less than two adults linked to the organisation. It would be the responsibility of the committee to ensure that the group operates within its given parameters and completes the necessary documentation (insurance, safeguarding, health & safety etc). All voluntary organisations must have up to date financial records. Leeds City Council may at any time request a copy these records.

2. Voluntary or community organisations that are part of a larger commercial operation where some staff within the organisation do receive payment for their work will not be accepted as a recommended organisation /activity. For example; where an organisation runs an activity staffed entirely by volunteers but the organisation is private or commercial or has a team of paid administrative staff that organise the activities and events.

3. Voluntary sector organisations that are registered charities working in partnership with schools to deliver to targeted groups or the wider community, or to deliver extended services will also be considered against the policy and may be accepted as a recommended organisation. This may include organisations where the staff operating the activity are employed but the organisation as a whole is not for profit. For voluntary sector or community organisations that are not for profit but pay staff to deliver services the following information must be evidenced;

   - the organisation operates in a charitable manner
   - the organisations annual accounts
   - business plans relating to grants obtained
   - salary is equal or no more than 5% above the authority's rates for equivalent jobs / services.

Section 18 Sports matches and fixtures

1. Sports teams that play on a fixture basis must specify this on the application form. **You may be allocated a seasonal letting** and charged the seasonal hire fee.

- Your letting will be granted for the full period applied for (for example September to March) and you will be allowed to play a maximum of 12 matches during this period.
- The School and the School Lettings Service must be informed of the actual dates matches take place during this period either in advance or individually by 12noon on the Wednesday preceding the weekend in which the match takes place, preferably by e-mail.
- The School Lettings Service will keep a record of the number of matches played, when you have reached the maximum number of 12 matches that your letting will expire.
- It is the hirers responsibility to ensure fixture notifications reach the office by the required deadline.
- You are only expected to access the premises on the fixture dates you have provided in writing. Please do not attempt to use the school on dates you have not booked as there will be no legal agreement or insurance in place for you to do so.
- Where this occurs, charges will be made at the additional single match rates for the dates used without permission and the school may cancel your letting with immediate effect.
- If you indicate you have a fixture every week the letting will be changed to a block booking resulting in you being charged a higher single match rate for each week (see point 4 below).

- Booking only fixtures under a seasonal letting does not mean that additional dates will not be available to you when required, however additional dates will be subject to school approval as usual.
- The dates not booked for your fixtures will be reserved for your team only and will not normally be offered to other teams unless the school have advised that a facility must be shared. Where this happens, you will be advised before your letting is processed.

2. If the fixture does not take place due to adverse weather conditions or access to the site could not be gained.

- Please send an e-mail or write to the School Lettings Service to advise of the cancelled fixture and the replacement fixture if known.
- You must do this within 48 hours of the date the arranged fixture did not take place.
- The School Lettings Service will ensure that your match record is updated accordingly.
- Where this information is not supplied to the School Lettings Service within 48 hours the match record will not be updated and you will therefore be charged for a match that did not take place.
- Should you then not have enough fixtures left to complete the season, please see point 3 below regarding additional single matches.

3. If you have been allocated a seasonal letting and still have further matches to play after the 12 allotted matches, you should then complete an application form to apply for matches required. Your form must be submitted by e-mail at least 7 days ahead of the required date. A new agreement and invoice for the additional match dates will be issued.

4. If you intend to use the facility every week it will not be classed as fixtures. **You will be allocated a block booking.**

- You are expected to use all the dates within a block booking unless you make a cancellation in advance (see section 3).
- This means that if you take a block booking and use it only for fixtures, you will be charged for all of the weeks booked and not just the fixture dates you actually used.

5. Priority will be given to those teams that are hiring pitches as their home ground for the season. Applications from teams that indicate they wish to use the pitch on just a few occasions as on overflow pitch or where poor weather makes their home ground pitch unusable, will be held until all other seasonal fixture applications have been allocated.

6. There is only a limited number of school pitches available and many of them are not in an ideal condition. **We expect teams to**

- act fairly,
- share use of a pitch where possible
- understand that there will be occasions when use of the premises is refused
- understand the pitches must remain in a suitable condition for educational purposes
- understand that schools can take the decision to rest their pitches or to stop use mid season to ensure educational use is not affected
- respect the schools decision where use is refused, stopped or suspended and not to attempt to use it during those periods
- be advised that schools can make charges for damages and repairs
- be advised that the School Lettings Service will not be responsible for finding an alternative venue should your letting be cancelled by the school.

Section 19 Applications from groups with multiple teams or sections

Some organisations applying to use school premises may have a large number of teams or sections hiring various schools or facilities, such as football clubs.

1. Each different school, facility and time slot booked should have a separate hire agreement. This makes each letting specific and allows for better management of the site and any cancellations that may occur.

2. It is usually advisable that the letting is booked under the name of the lead person on site (a coach) who would be on site for the duration of the letting and responsible for all the children / members. However, the School Lettings Service offers the facility to allow one person (such as the secretary) within the organisation to have every letting in their name, even if that person does not attend all of the sessions they are booking. Where this occurs, this person is required to enter their details under section 2 of the application form (second named person). However please note;

- The legal hire agreement will be in the name of the second named person (eg secretary) who will sign the legal hire agreement. This person will be the hirer.

- Each application form must list the name of the person in charge (usually a coach) who will be on site for the duration of the letting and responsible for all the children / members. This person must enter their details at section 1 on the application form and will have their name detailed on the legal hire agreement. This person will be known as the lead person on site.

- Where the organisation involves children, only the lead person on site person will have to provide coaching qualifications (see sections 12 and 13).

- It is the responsibility of the hirer (eg secretary) to ensure that the lead person on site:
  - is aware of all hire conditions that apply to the usage,
  - ensures that none of the conditions of hire are broken,
  - has a copy of the legal hire agreement to take along to the school.

- The hirer, who has signed the legal agreement, will remain at all times personally responsible for anything that takes place during the letting, costs, charges or damages related to this letting even if they are not present.

- Numerous applications for one coach to be the responsible adult for many different teams or sections, particularly where it is clear that the session times overlap will not be accepted as the coach must be in attendance at all times.

3. It is strongly advised that large organisations establish procedures to deal with their letting of school premises and ensure that all members involved within the lettings process are made aware of these Conditions and Guidelines. A nominated person should record any applications submitted and where lead person(s) on site or coaches have been allocated.

Appendix 1 - External Groups and Activities to be recommended at the Leeds City Council charging rates

Schools are encouraged (but not obliged) to charge lower hire fees to voluntary and non-profit making organisations that meet the following criteria;

- all adults involved with the organisation should be employed in a voluntary capacity and not receive any payment/salary for their time/work (excluding registered voluntary organisations)
- any income from subscriptions collected should only be to cover the running costs of the organisation such as insurance, DBS checks, travel and subsidiary expenses, hire fees and purchase of small items of essential kit and equipment (balls, bibs, rackets, club kit, craft materials).

Any organisation not meeting the above criteria will be considered a commercial organisation and schools should be encouraged to charge a fee higher than that of the Leeds City Council recommended rate, examples are;

- operating in a business capacity
- limited company
- charging competitive fees for tuition or admission

- income collected results in the retention of profit and/or equipment that can be considered as a resalable asset

Category	Examples of groups included and any Specific criteria	Type of activity considered as recommended and to be considered for a reduced rate charge	Activities not to be considered as recommended and where there is no requirement to offer a reduced rate charge
Voluntary holiday playscheme	Organisation must be registered with and receive grant aid through LCC/Leeds Play Network.	Holiday playscheme for children only	Fundraising / social events / Adult committee meetings
Voluntary youth	Brownies / Guides / Rainbows / Scouts / Cubs / Beavers / majorettes / music, dance & drama clubs / art & craft / brigades / mixed activity. Term time only Monday to Friday.	Children's regular activity / training sessions	Fundraising / social event / Adult meetings / tournament / assessments & grading / competitions / gala / religious teaching / observance.
Special Needs / disability	Gateway / social and activity clubs. Term time only Monday to Friday.	Groups with only registered disabled participants on role undertaking an activity session.	Respite care / Health / rehabilitation sessions linked to health or social care services / Fundraising / social events
Community groups	Neighbourhood watch / local campaign & environment, groups, historical societies / retired citizens activity clubs Term time only Monday to Friday	Regular activity sessions / committee meetings	Fundraising / social events
Under 18 sports	Any sport club affiliated to the relevant national governing body / achieved clubmark Term time only Monday to Sunday	Training sessions / fixtures and matches arranged between 2 single teams	Fundraising / tournaments / gala / competitions / social events / assessments & grading / adult meeting, training, matches.
Supplementary schools	Any school registered with Ed Leeds learning communities team and working towards the national chartermark Term time only Monday to Sunday	Supplementary education for children in either mother tongue languages / culture or national curriculum	Religious teaching or observance / fundraising / social events
Parish councils	Any registered parish council Term time only Monday to Friday	Committee meetings	Fundraising / social events
Political parties	Any branch of a nationally registered party Term time only Monday to Friday	Committee meetings	Fundraising / social events / campaign meetings for election candidates
Voluntary Organisations	Any organisation that is a registered charity and provides a charity registration number, or evidences that it operates in a charitable manner. Voluntary organisations may pay the staff running the session but are entirely non-profit making. Many will be working in partnership with schools and clusters to deliver extended services and community activities Monday to Sunday term time only	Regular or project based activity / training sessions Partnership working with clusters and schools / extended services / wider community services	Fundraising / social event / tournaments / assessments & grading / competitions / gala / religious teaching observance.

All Leeds City Council departments, teams and services that have a cost centre within the FMS system are required to provide an expenditure code and Z order number at the time of booking. The School Lettings Service will raise an internal invoice on FMS in order for the school to receive payment. It is suggested that the recommended charges are applied to these types of hire.

Appendix 2 - Contacting the School Lettings Service

1. **E-mail is the main form of contact. You must provide an e-mail address.**
   - educ.lettings@leeds.gov.uk is the central e-mail address and is the best way to make contact with us.
   - The inbox is checked by all available staff regularly throughout the day, usually on an hourly basis.
   - Using this e-mail is the most effective and reliable way to get your query or application pack to us.
   - You will receive an automated reply advising you mail has reached us (not that it has been dealt with).
   - You will get a speedier response to your message and applications will be processed more quickly.
   - It is strongly advised that all hirers provide an e-mail address with any application made and continue to ensure it is up to date by informing us of any changes.
   - This e-mail address will be used for all correspondence including the hire agreement to be signed by the hirer, changes to your letting and information regarding the service.
   - All applications, amendments and information updates from hirers must be in writing, preferably via e-mail.
   - There is no guarantee that timescales detailed within these guidelines will be adhered to where the hirer chooses to use the postal service rather than e-mail.

2. We may from time to time use a texting service to notify hirers of short notice cancellations or changes to lettings or to provide important information and updates. We will use the mobile telephone number your have supplied to text you. Please ensure that you provide a valid mobile telephone number and keep us updated of any changes to this number.

3. Alternative ways to contact the School Lettings Service:
   - **Write to;** The School Lettings Service, Business Support Centre, 3rd Floor West Merrion House, 100 Merrion Centre, Leeds, LS2 8BB.

   - **Post**
   - Is received to a central mail sorting office, logged and sent to the team electronically, we do not receive your post directly therefore it can take longer to reach us.
   - Confirmation of posting is not proof of our receipt.
   - Hirers are advised to keep a copy of their application and supporting documents should they need to be sent in again.

   - **Telephone** 0113 3787998
     The large number of application forms received in the School Lettings Service results in a high volume of telephone calls, particularly during the summer term when the renewal period is taking place. You will find that lines are often engaged for long periods of time due to the volume of calls. Voicemail will automatically pick up calls where all staff are already dealing with other customers. We ask that hirers be patient and do not contact us unless entirely necessary. The phone lines are open Mondays to Friday 9.00-13.00, Monday and Tuesday and Thursday 14.00-16.00, Wednesday and Friday 14.00-15.30.

Appendix 3 - Adult to children ratios

1. Adult to children ratios recommended by the NSPCC;

Age 0 - 2: 1 adult to 3 children
Age 2 - 3: 1 adult to 4 children
Age 4 - 8: 1 adult to 6 children
Age 9 - 12: 1 adult to 8 children
Age 13 - 18: 1 adult to 10 children.

2. Child Protection in Sport (CPSU) - Recommended Minimum Supervision Ratios

While the risk assessment may well indicate the need for an enhanced level of supervision and staffing for a particular activity, the CPSU suggests that the following guidelines are considered as minimum requirements for any activity:

- Children under 8 years old: One adult to eight participants (with a minimum of two adults)
- Children over 8 years old: One adult to ten participants (with a minimum of two adults)

Note: Parents and Carers

Although the CPSU encourages parents/carers to accompany children to activities, it does not recommend those planning or providing activities include carers in supervision calculations, unless the carers/parents are acting in a formal volunteering or other capacity during the activity. In these circumstances, this should mean that those parents/carers meet all appropriate requirements in terms of;

• appropriate checks,
• clarity about their role
• who has overall responsibility for the group
• what is acceptable practice.