

SECTION 6

HIRING AND COMMUNITY USE OF EDUCATION PREMISES

Index

1. Introduction.....	2
2. Statutory Use of Premises	2
3. Charges for the Hire of Education Premises.....	2
4. Site Supervisor’s Letting Fee.....	3
5. Long term use of school accommodation by private organisations	4
6. Use of premises by a school to extend access to services that support school priorities and improve outcomes for children, families and communities.....	5
7. Community Use	6
8. Responsibility for the opening and closing of school premises outside school hours and hirings/activities requiring attendance of a Site Supervisor.....	6
9. Insurance Requirements	6
10. Procedure for dealing with applications to hire premises	7
11. VAT on Hirings.....	9
12. Alcohol and entertainment on school premises.....	10
13. Implications of Crime & Disorder Act 1998	10
14. Use of playing fields out of school hours by unsupervised groups	10
15. Hiring of school/college kitchen/catering facilities.....	11
16. Fire Safety	11
Appendix 1 LETTING ALLOWANCES FOR SITE SUPERVISORS	
Appendix 2 APPLICATION FOR THE PRIVATE HIRE OF EDUCATION PREMISES	
Appendix 3 Insurance form THIRD PARTY INSURANCE - LIMIT OF INDEMNITY £1M	

HIRING AND COMMUNITY USE OF EDUCATION PREMISES

1. Introduction

This document covers the use of schools by other agencies, community groups, voluntary and private organisations. It provides guidance to Governing Bodies of maintained schools in Northamptonshire on statutory obligations and charging policies.

This policy does **not** apply to PFI schools in Northamptonshire.

2. Statutory Use of Premises

The free use of community and voluntary controlled schools is allowed by statute for certain purposes, which are;

- Parliamentary Elections
- County Council, District Council and Parish Council Elections
- Parish Meetings and Parish Council Meetings
- Meetings held by candidates for Parliamentary or Local Government Elections
- Surgeries organised by County Councillors

When used for these purposes, the “premises” element of the hiring charge cannot be made, but charges for heating and lighting, site supervisor and administration should be made.

Schools will need to make their own arrangements to collect the fee directly from the Council/organisation concerned.

Please note that the statutory use of premises also applies to Foundation Schools and Academies.

3. Equalities

Governing Bodies should be aware of the NCC Equalities Policy which is available for reference on the Council’s website. Governors are advised to take care where possible not to allow the letting of school premises to organisations whose objectives are known to be in breach of the Council’s policy or of equalities legislation generally.

4. Charges for the Hire of Education Premises

The increased use of school premises is likely to result in additional costs being incurred. These additional costs are not usually covered by the school’s delegated budget. The Governing Body needs to cover the additional costs by charging the users. A scale of charges needs to be developed by the Governing Body and, whilst schools can now determine their own rate for charges for hire, it is recommended that the following factors are taken into account:

- Whether to have one scale of charges for block-bookings of regular events (e.g. weekly clubs) and another scale for one-off events.
- Whether to offer free or subsidised use to community/vulnerable groups. In this situation, the actual cost of use must be identified from a budget available to the governing body. This may include extended schools funding and/or income generated from hirings.
- Whether to vary the scale of charges for commercial and not-for profit organisations. Any profit made through commercial hirings could be used to subsidise the cost of extended schools activities.
- It is recommended that hiring by private organisations or individuals for social occasions (e.g. dances, parties, concerts etc) should be subject to the full hiring charge, consisting of premises, caretaking, heating and lighting and administration.

The Governing Body will need to apply an open and consistent charging policy that can be publicly shared.

The charges levied must be consistent (i.e. no two groups to be charged different prices for the same circumstances). The charges must be written down, made publicly available, reviewed and approved by the Governing Body on an annual basis.

Governors should approve in writing, those groups/individuals granted free or subsidised use.

The charges for hiring of school premises should be made up of the following elements:

- Premises** – This covers wear and tear on the building and equipment, and the cost of any additional clean up or clearing away not undertaken by the site supervisor.
- Heating and Lighting** – These charges should normally be applied during the heating season i.e. October to April (inclusive) and cover the cost of heating and lighting the rooms used.
- Administration charge** – This reflects the administrative staff time and cost involved in booking hirings, collecting income, and dealing with any queries. A flat rate charge per hiring (or block of hirings) is recommended.

5. Site Supervisor's Letting Fee

The hire of education premises which requires attendance by a site supervisor who is employed at a community or voluntary controlled school will, in all cases, attract a Site Supervisor's Letting Fee. A site supervisor employed by a foundation, voluntary aided or academy school will be paid in accordance with the school's terms and conditions of employment.

This fee is to be added directly to the hire charge and is to be calculated as explained at **Appendix 1**.

6. Long term use of school accommodation by private organisations

Educational establishments are being increasingly contacted by private, voluntary and community sector organisations to enquire about arrangements for long term usage; good examples are approaches made by private nurseries or voluntary pre-school groups to use temporary or permanent accommodation on school sites.

If you believe you have surplus accommodation or grounds available for use by private providers or community groups, on a longer term occupancy basis rather than the usual 1 - 3 hours a week or one-off hiring, in the first instance the school must contact the NCC Strategic Planning Team to discuss their proposals. If any such usage relates to mobile accommodation, the school must contact the NCC Strategic Planning Team before a group takes occupation or uses the facility. This is essential to clarify the usable life expectancy of the mobile, its structural condition, and whether the additional usage is permitted under the current Planning Permission.

Longer term occupancy **MUST NOT** be treated as a hiring and Governing Bodies must not agree terms or enter into long term agreements with such organisations without seeking advice, as this could affect the long term NCC property holdings and may create statutory rights of occupation.

Governing Bodies are reminded that such agreements may also amount to transfer of control agreements requiring the consent of NCC. They may also be subject to other legal commitments such as trust deeds as well as the requirement for use of school premises in local and general elections.

There are three scenarios of a third party occupying school premises which are as follows:

1. An occasional hire (**letting**) – this is for singular events such as birthday parties or meetings.
2. Where a Breakfast Club or similar uses the school on a regular basis and for prescribed times, but the space use is also used by others e.g. a classroom will be used by the school for teaching during the day but may be used by an after school club in the evening – **this requires a licence**.
3. **A lease is required** when the occupant has exclusive use of a classroom/mobile classroom/land/storage.

For the regular, longer term and/or exclusive use and occupation of school accommodation by private, community or voluntary sector providers (even if they are providing an Extended Schools Service) a Lease or Licence **will** be required to record and protect occupational rights. In addition, costs for maintenance of the building, electricity, water usage and disposal, insurance, caretaking, cleaning, security etc need to be carefully considered.

Occasionally a Change of Use Planning Permission may also be required to permit long term use by others.

It should also be noted that only NCC Property Asset Management (PAM) has the authority to grant leases and licences for NCC Property.

(Before occupation is permitted to third party groups, reference should also be made to the NCC Property Management Handbook and further advice must be sought from the NCC Strategic Planning Team).

7. Use of premises by a school to extend access to services that support school priorities and improve outcomes for children, families and communities

The use of school premises outside of school hours can be seen as a valid and useful way of addressing issues that may be impacting on the lives of children and their families. The extended services agenda highlighted five key areas that schools should consider in relation to the barriers that can impact negatively on outcomes for pupils and their families:

- early learning and childcare
- a varied menu of out of school activities
- facilitating access to specialist services
- child/family/parenting support
- community access to school buildings and facilities

Any use of school premises to deliver these activities or services should have developed from the school identifying and demonstrating need or demand.

It is important to highlight that a school's responsibility is to facilitate access to activity that falls under this umbrella and not duplicate other local services or activities. Activities do not have to be delivered on the school premises, (for example there may be an out of school club with spare capacity currently operating in the local community. In this instance the school could work in partnership with this provider to organise a walking bus at the end of the school day to take children to this activity).

Where the school/Governing Body actually provides or directly supervises or manages before or after school activities, then the school's arrangements for safeguarding will apply and you should ensure that any persons in contact with children have been subject to enhanced CRB checks.

Where a hiring involves activities aimed predominantly at children, and/or the activity is positively supported by the school for the attendance of children then the school's arrangements for safeguarding will apply as above

(Where you have any concerns or doubts as to what checks should be undertaken or required in connection with a particular hiring, then you are recommended to seek further guidance from the NCC Safeguarding Service).

8. Community Use

The Authority as part of its Community Use Programme uses school premises for activities such as Adult Learning, Music & Performing Arts, Supplementary Schools, Youth Commissioning activities, etc.

Schools should ensure that the organisation using their facilities is made aware of the rules for use (including access, evacuation and emergency arrangements) that organisations and services who are using school facilities under the Community Use Scheme meet NCC policy requirements for insurance and safeguarding.

Schools do not invoice the users but receive recompense from the local authority based on rates to cover site supervisor reimbursement and energy costs.

Each service area team will submit details of usage to LGSS Finance colleagues, who will allocate budget top-ups to schools accordingly.

9. Responsibility for the opening and closing of school premises outside school hours and hirings/activities requiring attendance of a Site Supervisor

Governors are responsible (subject to NCC direction as mentioned within paragraph 6 above) for determining the use of school premises both during and outside of school hours and, amongst other things, for ensuring that adequate arrangements are in place for securing and locking the school.

Where private hirings or community use is involved, the school must be opened and closed by a site supervisor or an authorised and identified responsible adult such as a member of school staff. Because of the complicated nature of security systems and for reasons of responsibility, locking up should not be delegated to a member of a hiring group as it is not acceptable to entrust security to persons who are not accountable to the County Council and/or the Governors.

It is the responsibility of the Governing Body to decide whether or not a hiring requires the attendance of a site supervisor, taking account of issues such as health and safety, security and the nature of the activity. The responsibility can be delegated to the Head Teacher with the same considerations.

10. Insurance Requirements

In order to protect the school when education premises are hired out to community groups, such as Girl Guides, or to private individuals for such things as wedding receptions, birthday parties etc, it is necessary for the hirer to have in force a Public Liability Insurance Policy with a limit of indemnity of £1,000,000. This is explained on the reverse of the 'Application for the Private Hire of Education Premises' form, clause 8 (see **Appendix 2**), which must be completed by the hirer when the letting is booked.

It is a requirement that the Head Teacher or their appointed representative, is provided with written confirmation from the hirer, that they hold a current insurance policy. This policy should have a limit of indemnity of £1,000,000, and a copy of the policy should be held with the school's copy of the 'Application for the Private Hire of Education Premises' form. **This insurance requirement equally applies to groups who are using education premises under Community Use rules.**

For regular hirings the hirer should organise their own insurance or, in some instances, the organiser of the hiring may find his/her normal buildings and contents insurance will cover them. If the hirer is in doubt as to whether their insurance policy is suitable the hirer should contact their own insurance company to ask for details.

For one off hirings the hirer can either follow the above advice for regular hirings, or apply to the NCC Insurance Team for cover on a one-off basis by completing a 'Third Party Insurance - Limit of Indemnity £1,000,000' form (see **Appendix 3**). This allows the hirer to insure the event to the value of £1,000,000 via the NCC's insurers. The current cost of this cover is £10 per function. The form must reach the NCC Insurance Team at least one week before the proposed hiring to enable them to effect the cover. A confirmation of cover note will be sent to the hirer and the school concerned.

License/Lease to Use Education Premises - Third Party Insurance - When any education premises are leased to a third party or a group enters into a license with the school (e.g. a Playgroup), to use an area of the school, it is necessary for the group/individual to have in force a Third Party Liability Insurance Policy. This policy must have a limit of indemnity of £1,000,000.

Parent Teacher Associations - Parent Teacher Associations and similar bodies are not automatically covered by NCC insurance. All such groups must take out their own public liability policy in their name to protect themselves against claims made in respect of their negligence for incidents that may occur during events that they have organised and are responsible for.

10. Procedure for dealing with applications to hire premises

a. Completion of the Hiring Form

A template for the Application for the Private Hire of Education Premises form is **Appendix 2**. This can be customised to create an individual school version, but schools must ensure that the indemnities and standard conditions in clauses 1 to 11 are always included. Additional special conditions can be added as considered appropriate by the school.

The application form must be completed and the indemnity signed in respect of all hirings whether a charge is made or not.

Completion of the form is essential and enables NCC Legal Services to take proceedings in the event of wilful damage or failure to pay the hiring

fee etc. A copy of the completed form should be given to the hirer when the booking is accepted or confirmation of the booking is sent.

For regular block hirings, (e.g. sporting activities over a season) only one application form needs to be completed. The application should be renewed annually in September.

In respect of hirings of a commercial nature (i.e. where a charge is made for attendance) and in particular, where there is a risk of injury to persons attending (e.g. martial arts and other contact sports) and if the activity is under the direction, guidance or supervision of the hirer, then schools are recommended to require the hirer to produce evidence that they have adequate insurance in respect of their intended use of the premises and in particular in respect of public liability.

Consideration should also be given to the need for insurance where hirings involve the Hirer or their invitees bringing electrical equipment onto school premises (e.g. a dance group or disco or for any activity involving heat or water). If you are unsure whether to require insurance, completion of a risk assessment in respect of the intended booking may assist you in making your decision.

(Further advice may be obtained from the NCC Insurance Team via NCC-Insurance@northamptonshire.gov.uk or NCC Health and Safety Team via healthandsafety@northamptonshire.gov.uk.)

b. Third Party Liability Insurance

By confirming on the Hire Form that public liability insurance is held, the Hirer acknowledges that they hold this insurance through a reputable provider, premiums have been paid to date and a **copy of the current insurance schedule is provided to the Governors.**

If Hirers do not provide a copy of their insurance schedule to the Governors then an additional charge of £10 per function or event will be added to all hiring charges where necessary to cover the Hirer for Public Liability Insurance if the Hirer is not covered by another policy. The Hirer is required to declare whether or not they have Public Liability Insurance with a limit of indemnity of not less than £1m for each and every occurrence.

Once a copy has been received ONLY then will the additional fee be waived. It is good practice to keep a record of all incidents which may give rise to a claim. The record should include full details of any injury or damage including the names and addresses of witnesses.

(Further insurance advice may be obtained from the NCC Insurance Team via NCC-Insurance@northamptonshire.gov.uk.)

c. **Collection of Hiring and Third Party Public Liability Insurance Fees**

It is good practice for hire income to be collected in advance. This is essential when the hiring is a one-off. In the case of regular Hirings (e.g. weekly) it may be possible to invoice groups in arrears. If Public Liability Insurance is required by the Hirer this needs to be recorded separately (added as require to Appendix 2) and submitted with payment for the insurance premiums to the NCC Insurance Team on a termly basis.

NB. It is imperative that accurate records of hirings are maintained and **insurance premiums paid over to the Insurance Team**. Failure to do so may give the insurer the right to avoid a claim. This is particularly important as claimants have three years to make a personal injury claim.

d. **Arrangements for Paying in Income**

All income derived from the hire of premises must be paid into the delegated school budget.

FMS6 Income Code: J6402 – Lettings

e. **Issuing Of Receipts**

Receipts should be issued from the official receipt book and the receipt number should be entered on the application form and its tear-off slip. The slip containing details of any special conditions and the amount received should be returned to the applicant.

f. **Retention of Hiring Forms**

The completed application form should be retained for reference and audit purposes. As financial records, these should be retained for a minimum period of six financial years.

Where a hire fee is complex, for example a block booking, it would be prudent to retain workings of how the total hiring fee has been calculated. This is to create a clear audit trail back to the approved scale of charges.

Any correspondence concerning additional charges arising from the hiring e.g. enhanced payments to the site supervisor or damage to property should be attached to the original application form.

11. **VAT on Hirings**

It is important that schools and colleges ensure that the correct VAT liability is applied to lettings income, and that this income is correctly coded. The VAT treatment of lettings income is routinely checked by Internal Audit and HMRC.

As a general guide, room hire is exempt from VAT but the hiring of sports facilities is standard-rated.

In certain circumstances, when regular use can be demonstrated, the hiring of sports facilities can be exempted if all of the relevant criteria are met. These criteria and further information on lettings can be found in the Schools Financial Management Handbook – Section 5 - VAT.

(If you have any VAT queries in relation to lettings please contact the NCC VAT Officer via ExchequerAccountancy@northamptonshire.gov.uk.)

12. Alcohol and entertainment on school premises

The Licensing Act 2003 now controls the sale and supply of alcohol, the provision of regulated entertainment and the provision of late night refreshment. Hirers are responsible for arranging their own licences as necessary and must provide a copy to the school before the event takes place.

13. Implications of Crime & Disorder Act 1998

Section 17 of the Act places a duty on the County Council “to exercise its various functions with due regard to the likely effect of the exercises of those functions on, and the need to do all that it reasonably can to prevent, crime and disorder in its area including anti-social behaviour adversely affecting the local environment and the misuse of drugs, alcohol and other substances”.

When determining the Hirings Policy for their particular school, Governors should have regard to this duty by ensuring as far as possible, that particular hirings or types of hirings do not cause a nuisance to neighbours or lead to anti-social or disorderly behaviour in the locality and also by promoting and encouraging community use of school facilities, particularly by those most at risk in the community and by vulnerable groups.

14. Use of playing fields out of school hours by unsupervised groups

It is unlikely there will be many establishments where it is appropriate, or the wish of the Governing Body to encourage unsupervised use outside of school hours. In the majority of locations only supervised use will be permitted and where this is the case the usage should be treated as a hiring. However, where there is an absence of any alternative play facilities, some establishments have agreed to make their playing fields available outside of school hours for unsupervised use by local children. If the Governing Body is considering such a move then the following points should be considered:

- a. Where access to the fields is only through an entrance close to the school buildings, the route to play facilities should be clearly signposted. The creation of a separate access away from the building could be considered.
- b. Notices should be placed making it clear that no access to any of the school buildings is permitted.
- c. If play facilities include items such as climbing frames etc. Disclaimer notices should be displayed. These notices should state that such

equipment should not be used out of hours and no liability can be accepted by Governors and NCC for accidents during such hours.

- d. The Site Supervisor should inspect the grounds on a regular basis. If considered unfit for use at any time then prominent notices should be displayed to this effect.
- e. Times when the playing field is available should be clearly stated.
- f. The additional cost of making facilities available should be considered. The Site Supervisor may need to return to site to secure gates etc. and there may be additional maintenance costs.

It may be possible to seek a financial contribution from the Parish, Borough or District Council – whoever would normally fund and maintain parks or recreation land.

15. Hiring of school/college kitchen/catering facilities

Advice should be sought from NCC Student Services before any such facilities are hired.

16. Fire Safety

The Regulatory Reform (Fire Safety) Order 2005 came into force on 1st October 2006 and places a responsibility for carrying out a Fire Risk Assessment on the “responsible person” for every property.

The definition of “responsible person” covers the employer if the workplace is to any extent under their control, or the person who has control of the premises.

Where parts of a school are hired to outside organizations for regular programmed activities/meetings, e.g. youth clubs, scout groups, pre-school groups, there will be a need for a fire risk assessment to be carried out by an appropriate person for that group in conjunction with a representative from the school and a copy presented to the governing body.

Following this there will need to be appropriate cooperation and coordination between the Hirer and the school to ensure all issues have been covered. This will also give opportunity for the school to inform the hirer of their responsibilities, e.g. checking fire exit doors are unlocked and fire extinguishers are available. If Governing Bodies allow the premises to be hired they retain overall responsibility. However, some of the checking responsibilities should be passed to the hirer under their hiring agreement to carry out these checks on the day they use the premises.

There may also be occasional one off hires, e.g. birthday parties. In this case there is the need for the school to ensure that appropriate management of the hiring takes place. If necessary an appropriate risk assessment will be carried out by the school on the Hirer’s behalf and control measures will be implemented. For example the one off hiring may be accompanied and

monitored by a member of the site staff who has thorough knowledge of the school's emergency planning.

(For further information please contact the NCC Health & Safety Team via healthandsafety@northamptonshire.gov.uk)

17. Use of schools for non-educational purposes requiring the submission of a planning application

With an increase in the number of non-educational activities on school sites which are privately run or funded, schools should be mindful that such activities might require separate planning permission.

Schools should check the terms of previous planning consents as a condition often restricts certain buildings and land to education use only (or uses ancillary thereto). Alternatively some consent may restrict the number/type and times of private hirings. There may also be a requirement to submit a schedule of private hirings to the NCC Strategic Planning Team.

(If in doubt please contact the NCC Strategic Planning Team)

Appendix 1

LETTING ALLOWANCE FOR SITE SUPERVISORS

1. The letting allowance rates are based on those issued by the East Midlands Provincial Council.
2. A fair basis for the remuneration of the site supervisor shall be to pay a certain sum for the opening of the school and a further sum in accordance with the number and type of rooms occupied by the letting (this sum to include the normal ancillary use of cloakrooms, lavatories, corridors, staff rooms).
3. For a separate letting consisting of a cloakroom only a separate letting payment equivalent to that for one classroom shall be made.
4. For lettings not requiring the attendance of the site supervisor throughout the letting no further payment shall be made.
5. For lettings requiring the attendance of the caretaker throughout the letting an additional payment, varying with the character of the letting shall be made, subject to the payment of an individual caretaker not exceeding £21.21 per session for lettings finishing before 8 pm or £22.90 per session for lettings finishing after 8 pm.
6. The scale of extra duty payments to site supervisors shall be automatically increased each year on the date of each national wage award by amounts equivalent to the percentage increase in the wage rate for a SCHOOL CARETAKER (Grade V) the scales to be corrected each time to the nearest whole penny. Upon each occasion the joint secretaries are empowered to notify local authorities of the new scales.
7. The scale is summarised below:
 - a. Lettings fees to be used in the following circumstances:
 - (1) Saturday and Sunday lettings
 - (2) Completion before 8 pm on weekdays
 - (3) For the purpose of double and treble fees for lettings subsequent to 10 pm on weekdays.

• Opening and closing school	£2.45	A
• Cleaning of classroom	£2.30	B
• Cleaning of hall/gymnasium		
Up to 3,000 square feet	£4.73	C
3,001 to 5,000 square feet	£11.62	D
Over 5,000 square feet	£17.07	E
• Cleaning of changing room/showers	£2.30	F
• Attendance for concerts etc	£6.75	G
• Attendance for dances, whist drives etc	£13.77	H
Minimum payment for any one letting	£14.67	

- (4) Subject, where payment to an individual site supervisor would exceed £27.82 per evening, to further cleaning assistance at the same cleaning rate being provided.

b. Lettings fees to be used in the following circumstances:

- (1) For use on weekdays for lettings finishing after 8 pm

• Opening and closing school	£2.79	S
• Cleaning of classroom	£2.79	T
• Cleaning of hall/gymnasium:		
Up to 3,000 square feet	£5.74	U
3,001 to 5,000 square feet	£13.69	V
Over 5,000 square feet	£19.68	W
• Cleaning of changing room/showers	£2.79	X
• Attendance for concerts etc	£7.12	Y
• Attendance for dances, whist drives etc	£15.00	Z
Minimum payment for any one letting	£14.67	

- (2) Subject, where payment to an individual site supervisor would exceed £30.14 per evening to further cleaning assistance at the same cleaning rate being provided.

Application to hire form (front)

Appendix 2

**(EXAMPLE FORMAT)
APPLICATION FOR THE PRIVATE HIRE OF EDUCATION PREMISES**

I hereby make application to hire premises at

--

and require the following facilities (enter quantity and tick as appropriate):

Extra large Hall (over 300 sq. meters)	
Hall (quantity:)	
Gym (quantity:)	
Swimming Pool (quantity:)	
Craft room (quantity:)	
Sports Hall Courts (quantity:)	
Classroom (quantity:)	
Outdoor grounds (quantity/type:)	
Changing accommodation only (quantity:)	
Other (description:)	

ontheday of20..... and hereafter on
(if applicable) from to (*time*)
 for the purpose ofby the
 (Club, Society or Association)

Regular hirers are asked to confirm to the school, towards the end of their hiring, the last day on which they require the facility.

Charge quoted £N.B. *These charges are subject to annual review (1st April)*

I am aware of the current Hire Charges and hereby undertake to be responsible to the Northamptonshire County Council for the cost incurred. I further undertake to ensure that the general regulations of the County Council (Section 6 of the Schools Financial Management Handbook and the terms and conditions overleaf) affecting the use of educational premises are complied with.

I have received, and read, the school’s statement of emergency procedures.

Signed Print..... Date.....

Account to be sent to:

Name (BLOCK LETTERS)
 AddressPost Code.....
 Contact telephone number.....

Booking confirmed by Head Teacher Signed Date

(Original to be retained by the School/copy to be retained by Hirer)

TERMS AND CONDITIONS RELATING TO THE PRIVATE HIRE OF EDUCATION PREMISES

1. All applications for the use of education premises must be received by the Head Teacher of the school concerned in writing at least seven clear days prior to the proposed date of use.
2. Reasonable notice must be given of any cancellations by either party – the latest time for weekday bookings is 4pm on the day of booking and for weekends 4pm on the proceeding Friday but longer notice should be given if possible.
3. Use of outdoor pitches is at the discretion of the school. Bookings are accepted only on the basis that they may be cancelled by the school at any time if pitches are unsuitable for play.
4. The wearing of any footwear which may damage the floor surface is prohibited.
5. The Governors/Managers shall have discretion to make regulations about the consumption of alcohol and smoking subject to any directions that may be made from time to time by the NCC Director Customers, Communities and Learning.
6. It shall be the case that all hiring arrangements shall be subject to the general regulations of the County Council affecting the use of educational premises and the requirements of Phonographic Performance Limited relating to the public use of sound recordings. Governors/Managers should also satisfy themselves that adequate child safeguarding arrangements are in place as appropriate.
7. The hirer is responsible to NCC for the cost of repair or replacement of any property belonging to the local authority which is damaged or destroyed during or in connection with the occupation of the school premises.
8. The hirer shall have in force a third party insurance policy with a limit of liability of £1,000,000 and provide evidence of such to the Head Teacher.
9. Regular hirers are required to complete a new booking form each year in September.
10. No booking will be accepted from any person under 18 years of age.

11. Safe use of portable electrical equipment

All electrical equipment brought onto the Authority's premises for use by the hirer shall be suitable for a 240 volt 50 hertz electricity supply, in sound mechanical and electrical condition and fitted with the correct fuses.

All electrical equipment brought onto the premises by the hirer must be plugged into those sockets where available which are marked to show they are protected by residual current devices.

The Authority will not be liable for any accident caused by defective equipment brought onto the premises by the hirer. Hirers are encouraged to provide and use their own portable residual current devices for their own protection.

Appendix 3 Insurance form (front)

**NORTHAMPTONSHIRE COUNTY COUNCIL
THIRD PARTY INSURANCE - LIMIT OF INDEMNITY £1M**

Name of Group.....

Name of Hirer.....

Print Name.....

Address of Hirer.....

Post Code.....

Contact telephone number.....

Date of Hire From..... to.....

Name and Address of Establishment Hired.....

Post Code.....

- 1. Estimated total attendance.....
- 2. Details of activity (Give brief details).....
- 3. Details of any catering arrangements (if any).....
- 4. Is the car park to be used? YES/NO
- 5. Will you be making a charge for parking facilities? YES/NO
- 6. Estimated number of vehicles attending.....

(NOTE Liability arising out of use or possession of vehicles is not covered)

7. Has any claim been made against you in respect of liability? YES/NO - If yes please give details
.....

8. Has any committee member or voluntary helper been injured in connection with a similar event?
YES/NO - If yes please give details.....

Have you ever been refused liability insurance? YES/NO

Declaration

Please check your proposal carefully before signing the declaration below. I/We declare that the above answers are true to the best of my/our knowledge and belief and that all material factors affecting the assessment of the risk have been disclosed. I/We agree that this proposal is for insurance in the standard terms and conditions of the insurer’s policy and shall be the basis of the contract.

Proposer’s signaturePrint Name.....

Date.....

Liability for the Insurers does not commence until the Proposal has been accepted by the insurers

APPENDIX 3 Insurance form(back)**GUIDANCE NOTES FOR COMPLETING THE PROPOSAL FORM**

1. The insurance provides Public Liability cover for individuals, clubs and associations who do not have their own insurance to cover the hire of the County Council's educational establishments.
2. The Hirer should complete this form in full only when no other insurance is available.
3. The insurance covers the Hirer's liability for risks associated with the hire stated overleaf with a limit of indemnity of £1m.
4. This form and premium of £10 per function must reach the NCC Insurance Team prior to the date of the hire. Cheques should be made payable to "Northamptonshire County Council".
5. Confirmation of cover will be forwarded direct to the hirer when the risk has been accepted.
6. All claims arising from the hire stated overleaf must be made in writing to the NCC Insurance Team, P O Box 225 John Dryden House Northampton NN4 7DF
7. All enquiries relating to this insurance should be directed to the NCC Insurance Team on 01604 237037 or NCC-Insurance@northamptonshire.gov.uk
8. **THIS FORM TOGETHER WITH THE PREMIUM OF £10 PER FUNCTION AND ANY RELATED CORRESPONDENCE, SHOULD BE FORWARDED TO THE NCC INSURANCE TEAM, PO BOX 225 JOHN DRYDEN HOUSE NORTHAMPTON NN4 7DF**