



The Dales School
North Yorkshire

Charging, Remissions and Lettings Policy

Including training charges and pool use

Person Responsible:

Headteacher

Reviewed by the School:

May 2019

Reviewed by Committee:

May 9th 2019

Approved by the Full Governing Body:

July 3rd 2019

Next Review Date:

Summer 2020

Signed.....

Date:

RATIONALE

It is the policy of the Governing Body not to charge parents for most aspects of their child's education at The Dales School. Whilst all students have an entitlement to a broad and balanced curriculum that offers wide and varied learning opportunities we often seek to access enhanced learning opportunities beyond the core entitlement. For this reason there are some activities for which parents are invited to make a reasonable voluntary contribution to enable the provision of activities and visits which may otherwise be impossible.

AIMS

1. Retain the right to a free school education.
2. Establish that activities offered wholly or mainly during normal teaching time should be available to all pupils regardless of their parents' ability or willingness to help meet the costs.
3. Establish that there is no statutory requirement to charge for any form of education or related activity, but to maintain the right of the Governors, through the Head, to exercise the discretion to charge for optional activities provided wholly or mainly out of school hours.
4. Confirm the right of the Governors, through the Head, to invite voluntary contributions for the benefit of the school, or in support of any activity organised by the school, whether during or outside school hours.

GUIDELINES

1. Staff should consult the Head concerning the implementation of this policy.
2. In line with developing the independence and financial responsibility of students they will be supported to manage their own monies wherever possible.

National and local legislation clearly defines all areas that schools cannot charge for and the Governing Body adopts all those particulars; DfE & LA documents may need to be referred to for further information.

The Dales School, **cannot** charge for:

- An admission application as any part of the admissions process
- Education provided during school hours (including the supply of any materials, books, instruments or other equipment)
- Education provided outside school hours if it is part of the national curriculum, or part of a syllabus for a prescribed public examination that the pupil is being prepared for at the school, or part of religious education
- Instrumental or vocal tuition, for pupils learning individually or in groups, unless the tuition is provided at the request of the pupil's parent
- Transport provided in connection with an educational visit.

The Dales School **can** charge for:

- Any materials, books, instruments, or equipment, where the pupil's parent wishes him/her to own them
- Optional extras: Charges may be made for some activities that are known as 'optional extras', ranging from visits to school matches.. Where an optional extra is being provided, a charge **can** be made for providing materials, books, instruments, or equipment. **Optional extras are:**
 - ✓ Education provided outside of school time that is not: a) part of the national curriculum; b) part of a syllabus for a prescribed public examination that the pupil is being prepared for at the school; or c) part of religious education.
 - ✓ Examination entry fee(s) if the registered pupil has not been prepared for the examination(s) at the school;
 - ✓ Transport (other than transport that is required to take the pupil to school or to other premises where the local authority/governing body have arranged for the pupil to be

provided with education)

- ✓ Board and lodging for a pupil on a residential visit

In calculating the cost of optional extras an amount may be included in relation to:

- Any materials, books, instruments, or equipment provided in connection with the optional extra
 - The cost of buildings and accommodation
 - Non-teaching staff
 - Teaching staff engaged under contracts for services purely to provide an optional extra, this includes supply teachers engaged specifically to provide the optional extra; and
 - The cost, or an appropriate proportion of the costs, for teaching staff employed to provide tuition in playing a musical instrument, or vocal tuition, where the tuition is an optional extra.
 - Any charge made in respect of individual pupils must not exceed the actual cost of providing the optional extra activity, divided equally by the number of pupils participating. It must not therefore include an element of subsidy for any other pupils wishing to participate in the activity whose parents are unwilling or unable to pay the full charge.
- Music and vocal tuition, in limited circumstances
 - Community facilities

Voluntary Contributions

The Dales School can request voluntary contributions for **any** school activity. The Head Teacher or Governing Body should, from the outset, make clear to parents:

- If an activity is reliant upon voluntary contributions;
 - That there is no obligation to make a contribution as it is voluntary, not compulsory;
 - That the activity will be cancelled if insufficient contributions are received to fund it
 - A child should not be excluded from an activity if his/her parents are unwilling or unable to pay.
- Charges and contributions should cover the anticipated costs. If contributions from an activity exceed the actual cost, the School will refund surpluses:

Charge of activity	Surplus per pupil	
Up to £10	£1	Any surplus falling outside of these descriptors, will be retained by the school
Between £10 and £100	£5	
In excessive of £100	£10	

Residential Visits

Every effort will be made to ensure residential trips are value for money.

Schools **cannot** charge for:

- Education provided on any visit that takes place during school hours
- Education provided on any visit that takes place outside school hours if it is part of the National Curriculum, or part of a syllabus for a prescribed public examination that the pupil is being prepared for at the school, or part of religious education; and
- Supply teachers to cover for those teachers who are absent from school accompanying pupils on a residential visit.
- Schools **can** charge for board and lodging **but** the charge must not exceed the actual cost.
- Parents can be asked to make a voluntary contribution towards transport.
- When school informs parents about a forthcoming visit, they should make it clear that parents who can prove they are in receipt of the following benefits will be exempt from

paying the cost of board and lodging:

- Income Support
- Income Based Jobseekers Allowance
- Support under part VI of the Immigration and Asylum Act 1999;
- Child Tax Credit, provided that Working Tax Credit is not also received and the family's income (as assessed by Her Majesty's Revenue and Customs) does not exceed the limit set by HMR&C
- The guarantee element of State Pension Credit
- Any similar income related employment and support allowances introduced by the Government.
- Universal Credit

Consideration may also be given to use Pupil Premium to support eligible pupils up to Year 11, and where applicable bursaries can be applied for to support pupils aged 16-19.

For full details on charging on education partly during school hours, please refer to the Department of Education Charging for school activities.

Charging Structure

- Parents may be charged for some or all of the cost of damage to School property where this has been intentional
- Charges will be made for any photocopies requested of any school documents as per the school's publication scheme.

Charges in relation to General Data Protection Regulations are identified in the schools Information Policy.

School meals

The price of a school meal is fixed by the Dales School Governing Body and is subject to regular review. Parents are expected to pay for their children's school meals on a half-termly or weekly basis. Payments can be made online.

In an emergency, a child requiring a cooked meal who doesn't usually stay will be expected to pay for the meal the following day. Parents who owe money for meals consumed by their children will be sent a reminder giving details of the date when the meal was served and the cost incurred.

Parents may qualify for free school meals. Notification is normally received when a child's free meals are to commence and when his entitlement to free meals expires. We are strongly advised not to give children free meals whilst an application is being processed.

References

Department for Education, Charging for school activities, Advice for governing bodies, school leaders, school staff, and local authorities, October 2014

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/278060/charging_for_school_activities.pdf

Sections 449-462 of the Education Act 1996

NYCC School Finance manual, Chapter 24 (April 13)

Training charges

The Dales School have created a charging model to enable us to deliver a consistent and simplified charging structure for training offered. Currently school can offer the following training:

- Makaton (maximum delegate numbers apply and vary depending on the type of course being run)
- Lego Therapy
- Massage Therapy
- MAPP

(Please check the school website for other training opportunities)

Delegates charge (per person) to join school Twilight session (where provided by school)	£15 per hour
Purchase of half day/twilight session course trainer – maximum of 2.5 hours (costs include course preparation time)	£350
Purchase of full day course trainer (costs include course preparation time) - maximum of 6 hours	£600

Terms used within this policy:

Trainer – The Dales School staff commissioned to undertake training

External provider – the organisation that have booked the training.

Delegates – course attendees

The charging structure does not include:

Costs of materials (eg the full cost of Makaton Workbooks, including P&P will be charged but is subject the current charges of The Makaton Charity). Photocopying/handouts will be charged at 5p per sheet.

Refreshments – where a course is held on school site tea & coffee will be included in the course fee; lunch will not be provided. It is the responsibility of the external provider to provide refreshments. It is at the discretion of the external provider to decide if to provide lunch for their delegates, however where training is being delivered for a full day, it is requested that lunch for the trainer is provided (trainer dietary requirements will be provided at point of booking).

Travel – this will be agreed upon booking; if the trainer is travelling by car it will be charged at 42p per mile, however, if travelling by public transport then standard 2nd class fare will be purchased and charged to the external provider. Taxi fares may also be charged unless there is direct regular and reliable public transport or collection & drop off at the station can be arranged. Parking fees, where applicable will also be included in the cost of the course.

Subsistence allowance:

Breakfast - when a journey commences before 6.30am a charge of £6.50 per trainer will be added to the quote (*where a breakfast can be purchased as part of the overnight hotel accommodation, the actual cost will be charged*).

Tea – where the trainer is expected to be travelling or delivering training after 6.30pm a meal allowance of £8.00 per trainer will be included in the quote

Or

Dinner - when the trainer is required to stay overnight then a meal of £15.00 per trainer will be included in the quote (Allowances will not be charged where a meal is included in the cost of any overnight accommodation. No charges will be made for alcohol).

Overnight accommodation will be arranged when travelling to a venue on the day is impractical or where the course runs in excessive of 1 day. Value for money via convenience to venue/station will always be considered when making bookings. Accommodation fees will be charged to the external provider.

Venue hire – it is the responsibility of the external provider to arrange suitable training facilities and where necessary pay any associated rents and insurances. The Dales School is not liable for any associated rents or charges or damage to the property.

The charging structure is designed that the school will not incur any deficit on course that it delivers. The school reserves the right to make changes to these charges where there is a cost implication to the school and the cost of a bought in provider needs to be shared across attendees. Prices for these exceptions will be available at time of booking.

All training is subject to cancellation due to staff absence, weather conditions or any other unforeseen circumstance. School will advise delegates/external provider of cancellation as soon as possible. No charges will be applied in the event of the School cancelling the course.

Copyright

Video or other tape recordings of the course are not permitted without the prior written consent from The Dales School. Reproduction of any course material without the consent of The Dales School is not permitted.

Confidentiality Statement

The material and information (together called the course content) provided to you during this course is confidential and is the property of The Dales School. The course content is not to be copied, reproduced, or adapted in any format or used for any other purpose, including, but not restricted to, the presentation of skills training courses or similar forms of training for third parties. The obligations set out above shall not apply to any part of the course content which subsequently enters the public domain.

Cancellation Charges

Cancellation charges	
Cancellation 15 days or more before course date	Actual cost incurred (eg train tickets) For external providers where time has been taken to make booking etc a £20 admin fee will be charged.
14 days before delivery of course	As above + 25% of course delivery cost due to expected time already provided in course preparation
48 hours before delivery of course	Full costs will be charged
Exception – where course costs for delegates attending training at the Dales School have been calculated and on an assumed number and the place is unsellable or too late to cancel then the full cost of the course, regardless of the notice provided will be charged.	

Non-attendance If you do not attend for a course and do not inform us, the full fee remains payable

Quotation/booking form (for external provider training)

Step 1: To be completed at point of enquiry:	
Name of external provider	
Training requested	
Location of training	
Duration of training (including start and end time)	
Number of delegates	
Preferred training dates	
Step 2: To be completed by the trainer:	
Availability confirmed or alternative dates available	
Mode or transport costs to be calculated /investigated	
Overnight accommodation required?	
Other course costs to be included	
Other requirements for the course and who to provide (eg projector, white board etc)	
Is lunch required – if yes, do you have any dietary requirements? Room layout	
Information for delegates eg if physical activity to wear specific clothing	
Step 3: Admin to confirm quote and approval by LMT	
Quote cost	
Date of course	
Approval by LMT (staffing and impact on school considered)	
Step 4: Quote to be provided to external provider and Terms and Conditions agreed	
The following quote has been provided to	(External Provider name)
To provide the following training	(name of course)
At	(address and location of training)
By	(insert trainer name)
Trainer contact details	(insert trainer email address)
On	(date)
Time	
Number of people on course	
Our trainer will provide	
We require the external provider to provide	(lunch if required by our external provider) and equipment required Layout of room details
Delegate information (if applicable)	
Total Cost of course	
Step 5: Booking form to be completed by External provider	
External provider contact details (this will allow our trainer to contact you to confirm training outcomes):	
Email	
Telephone:	
Address/contact on where to send invoice (please note that the invoice is due for payment within 28 days of completion of course)	
I confirm that we are happy to confirm the booking as detailed in Step 4 of this booking form and have read and understood the terms and conditions related to this booking.	

Booking form for delegates attending training at the Dales School

Name of course	
Date of course	
Delegate(s) names	
Address/contact on where to send invoice (please note that the invoice is due for payment within 28 days of completion of course)	
Cost of course	
Total charge to be made:	
Admin	
Confirmation has been sent of course booking	

Lettings

The Governing Body of The Dales School, is keen to encourage the use of the school building and grounds as a community asset, as part of its Full Service Extended School Programme. The school aims to provide a quality education for its pupils. This is of paramount importance and any letting must not impinge upon this. The school's delegated budget (which is provided for the education of its pupils) **must not** be used to subsidise any lettings by community or commercial organisations.

A charge will be levied to meet the additional costs incurred by the school in respect of any lettings of the premises. As a minimum the **actual** cost to the school of any use of the premises by an outside organisation must be reimbursed to the school budget. This charge may be waived if there is a clear perceived benefit to The Dales School pupils. This will be considered on an individual basis.

Definition of a Letting

A letting may be defined as any use of the school premises (buildings and grounds) by:

- A community group (i.e. groups which are not for profit, voluntary, or charity and who should be supported through favourable letting rates as they provide a benefit to the community and the school)
- Commercial lets (commercial organisations or events, private functions), charged at market rates.
- Services from North Yorkshire County Council, providing activities or services for the benefit of the community, will be charged at a flat rate to cover administration costs.

A letting must not interfere with the main activity of the school which is to provide a quality education for its pupils.

Use of the premises for staff meetings, parents' meetings, Governor Body meetings, Parent Teacher Association and extra-curricular activities of pupils supervised by school staff, fall within the corporate life of the school. Costs arising from these uses are therefore a legitimate charge against the school's delegated budget, and do not constitute a letting. PTA's will need to ensure that they have their own insurance as their activities are not covered by the school insurance policy.

Facilities available

The Dales School supports groups etc. who have a public entertainment licence, and can accommodate up to 100 people in the school hall. It is suitable for a range of functions and meetings or as a training venue.

Classroom/meeting rooms can be made available. They accommodate groups of up to 12 people. The classrooms can also be made available to small groups (outside of school hours).

The heated swimming pool is particularly suited to teaching groups of non-swimmers, and enabling younger children and people with disabilities to enter the water. Potential hirers of the swimming pool should read attached appendices for further information, but are asked to note that the provision of a suitably qualified life-saver is mandatory.

The use of any kitchen equipment is prohibited without prior consent of the school. The use by the Hirer of any food stocks held by the school is not permitted.

Charges for Letting

The school governors are responsible for setting charges for the letting of the school premises, and these will be reviewed annually. Appendix A contains the current rates for hiring school premises. The school will not charge any organisation for the hire of any school facility between the hours of 9.00 am and 3.15 pm (school days) where the use is for the benefit of The Dales School pupils as determined by the Headteacher.

The hire charge will cover the following items:

- Cost of services (heating and lighting)
- Cost of administration
- Wear and Tear
- Profit element (if appropriate).

Current charges will be provided in advance of any letting being agreed. The cost of using school equipment (e.g. specialised lighting) can be negotiated at an additional cost.

The charges payable shall be those applying at the time of the hiring and not at the time of application. The school reserves the right to require a deposit over and above the hiring charge that equates to 25% of the hire charge as a surety against damage to the premises (including any equipment) or the premises being left in an unacceptable condition necessitating their incurring additional costs for cleaning, caretaking or other expenses. Within 14 days of the end of the hire arrangement the deposit shall be refunded to the Hirer subject to any deductions that may be made for loss or damage to school premises/equipment.

VAT

In general the letting of rooms for non-sporting activities is exempt of VAT (e.g. a meeting room). The hire of equipment is taxable at the standard rate. Letting to another school or service provided by North Yorkshire County Council would be outside the scope of VAT, even for sports facilities.

The hire of sports facilities are subject to VAT, usually at the standard rate. This includes the hire of the swimming pool, and the use of the school hall for sporting activities.

VAT will not be charged when a sporting facility meets all of the following criteria:

- has been hired for a block booking of ten or more sessions by the same organisation for the same purpose over a period of time.
- The hirer has exclusive use of the facilities for the period
- The period between lettings is more than one day but less than two weeks
- Payment is made in respect of the whole series
- There must be evidence that the payment is made in full for the series whether or not the right to use the facility for a particular session is exercised.
- Provision for a refund in the event of unforeseen non-availability of the facility would not break the conditions above, but provision for a refund in other circumstances would.
- That the club or group is affiliated to an organisation.

Further clarification will be provided for specific lettings.

Management and Administration of Lettings

The Headteacher is responsible for the management of lettings in accordance with this policy. Where appropriate, she may delegate all or part of this responsibility, whilst still retaining overall responsibility for the lettings process.

If the Headteacher has any concern about whether a particular request for letting is appropriate, she will consult with the Chair of Governors, who is empowered to determine the issue on behalf of the governing body.

The administrative process

It is recognised that appropriate administrative procedures will be required if the task of letting is to be carried out efficiently. To assist in this matter the forms issued by the Authority have been suitably amended and copies must be used by the school. These forms must be completed by the school and signed by the hirer prior to the letting taking place.

The forms are:-

- (i) Form H1 - application to hire a facility, including swimming pool
- (ii) Form H2- conditions of hire of school swimming pools

Organisations seeking to hire the school premises should approach the School Business Manager, who will identify their requirements and clarify the facilities available. Hirers will receive a current copy of this policy including hire charges. A minimum of three weeks' notice is required by the school for all lettings.

The Headteacher, on behalf of The Governing Body, has the right to refuse an application and no letting should be regarded as booked until approval has been given in writing. No public announcement of a function or activity should be made by the organisation concerned until the booking has been formally confirmed.

An invoice will be presented on a termly basis, to the named individual who has signed the hiring agreement. All letting fees will be paid into the school's delegated budget to offset any costs for services and staffing incurred.

Indemnity and Insurance

North Yorkshire County Council and the school disclaim liability for injury or damage to persons or property upon its premises (so far as they are legally able to do so). The Hirer agrees to indemnify North Yorkshire County Council, its employees and agents and the school against all actions, proceedings, claims, damages, awards or costs in respect of loss, damage, death or personal injury during the period of hire or

before or after that time unless such death or injury occurs as a result of the negligence or breach of duty of North Yorkshire County Council, the school or their agents or employees. The Hirer must be covered by a public liability insurance policy with a minimum limit of indemnity of £5 million including damage to the premises and its contents. It shall be necessary to produce documentary evidence of the cover when booking. The Governing Body may at its discretion waive this requirement where the Hirer is an individual or small informal group of individuals (not using the school buildings for commercial or business purposes) who do not fall within the following definition and are not able to obtain public liability insurance:

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

North Yorkshire County Council (Diocese or Trustees in the case of Voluntary Aided Schools) and the School shall maintain Public Liability insurance for third party injury and damage caused due to their negligence.

Terms and Conditions for the Hire of the school premises

All terms and conditions must be adhered to. The Hirer shall be the person making the application for a letting and this person will be responsible for payment of all fees or other sums in respect of the letting.

The Hirer

- Persons under 18 may not hire the school's premises. The premises may not be used by any unlawful or extremist organisations. The hire agreement is not intended to give exclusive possession of any part of the school to the hirer or to create tenancy between the school and the hirer.
- If the event is to take place during the school day, the school will risk assess the safety of pupils in relation to safeguarding and for regular hiring's may require for the hirer to ensure that they undergo DBS checks. Individual groups need to ensure their own DBS requirements and staffing ratios for their hiring.
- The hirer shall ensure that the number of persons using the premises does not exceed that for which the application was made and approved

- The hirer shall be responsible for the prevention of overcrowding and for keeping all gangways, passages and exits clear. Adequate supervision should be provided to maintain good order and conduct.
- It is the hirer's responsibility to ensure that all those attending are made aware of the fact that they do so in all respects at their own risk.
- During school hours, hirers need to familiarise themselves with the schools emergency procedures and follow instructions (on display in all rooms) and understand their own role in the event of a fire and alerting others. Out of hours lettings need to ensure that they have adequate emergency risk assessment and procedures and familiarise themselves with fire exits. There may also be a requirement to display additional signage to highlight emergency exit routes – these are the responsibility of the hirer and must be removed at the end of every session. In the event of fire immediately dial 999 for the fire brigade. Hirers should risk assess occupants and include emergency evacuation procedure where necessary.
- In the event of an emergency, the hirer must make contact with the agreed school nominated person to inform them of the situation
- It is the hirer's responsibility to make their own arrangements, such as the provision of first aid training for supervising personnel, and the provision of a first aid kit, particularly in the case of sports lettings
- The hirer shall not sublet the premises to another person.
- The hirer must ensure that they have their own signing in register.
- For all lettings the hirer cannot rely on school staff being available to support in the event of an emergency and must therefore ensure that they have adequate risk assessment and suitable controls in place to minimise risk.

Priority of use

The Headteacher will resolve conflicting requests for the use of the premises, with priority being given to school functions and then regular long term lettings.

Furniture and fittings

Furniture and fittings shall not be removed or interfered with in any way. No fittings or decorating of any kind, or the fixing of nails and screws into fixtures, or the school's fabric are permitted. In the event of any damage to premises or property arising from the letting, the Hirer shall pay the cost of any reparation required.

Equipment

Can only be used if requested on the initial application form and if its use is approved by the Headteacher. Responsible adults must supervise the use of any equipment which is issued and ensure its safe return. The hirer is liable for any loss, damage or theft of school equipment they are using, and for the equipment's safe return. The headteacher must be satisfied that the hirer is capable of using such equipment (including the equipment in the Sensory Room)

Any electrical equipment brought by the hirer onto the school site must comply with the authority's code of practice for portable electrical appliance equipment. Equipment must either have a certificate of safety from a qualified electrical engineer or to be inspected by the authority. The intention to use any electrical equipment must be notified on the application.

All hoists are serviced on a 6 month basis; records of servicing are available upon request. Hoists can only be used when requested on application and maximum weight restrictions must be applied; hoists to be left in charging position ready for the next user. The hirer must provide their own slings and when using these in the pool ensure that they are clean to maintain quality of water.

Car Parking Facilities

Subject to availability, these may be used by the Hirer and other adults involved in the letting. During school hours hirers are requested to advise those attending to observe car park protocols and not use spaces in the main car park at the beginning or end of the school day; in addition, disabled bays must be reserved for those who need them. All users to be aware of the disclaimer signage when using the car park.

Toilet Facilities

Access to the school's toilet facilities is included as part of the hire arrangements, as are the changing rooms for swimming pool.

Food and Drink

No food or drink may be prepared or consumed on the property without the direct permission of the Headteacher in line with the current food hygiene regulations. This is essential for the pool area where the consumption of food is prohibited, as is the bringing in of anything made of glass.

Intoxicating Liquor

If intoxicants are to be brought onto or consumed on the premises; then it is up to the hirer to ensure that correct licences are in place. This will only be agreed for events that take place out of school hours.

Smoking

The school premises (inside and out) are a designated no-smoking area and smoking is not permitted.

Internet Access

Where the hirer has paid to access the school's ICT facilities, the person responsible for the hiring, has a duty to ensure that all internet usage is within line with North Yorkshire County Council's Internet Access policy. Internet users under 18 should be supervised and any inappropriate, offensive or extremist materials accessed using the school's equipment reported. Persistent offences will be reported to the authorities and the hire agreement terminated.

Copyright or performing rights

The hirer shall not, during the occupancy of the premises, infringe any existing copyright or performing right.

Security

For every letting there must be a designated key holder, if no suitable person can be deployed, then the letting will not be allowed or will be cancelled. Only designated key holders may operate the security system. The premises should be left secured immediately after the completion of the hiring by a designated key holder. Additional costs may be charged if the school needs to be opened/closed out of school hrs. In all cases, the designated key holder must be employed by NYCC.

The Headteacher has delegated authority to determine the security risk for each hire arrangement and shall be responsible for allocating a continuous security presence or other control measure. Entrance to the school shall be discussed on application which will be opened by the school at the agreed time. For security reasons, the school keys shall not be available to the Hirer. The Hirer must use only that area of the premises hired and must observe any instructions given by the School concerning the areas available and unavailable. The Hirer may not have access to the school's landline telephone and shall be required to have access to their own acquired mobile phone for emergencies. The landline in the pool is an exception. To satisfy RA's, this would be the quickest and most reliable response to an emergency.

Right of access

The Governing Body reserve the right of access to the premises during any letting. The Headteacher or members of the Governors may monitor activities from time to time.

Accidents and Incidents

The hirer should ensure that they have adequate risk assessments and ensure adequate controls are identified and practiced. If an accident/incident occurs, the hirer should conduct an investigation and ensure that copies of all forms are provided to the school. Responsibility for reporting accidents to the HSE (under RIDDOR requirements) will depend on the cause of the accident. If the cause is a failure by school equipment or school employees, the school will be responsible for reporting it. Accidents resulting from activities organised by a third party using school premises should be reported by the user. The prompt reporting of accidents and serious incidents to the school should be a requirement on third parties in the terms and conditions of use.

The hirer is responsible for providing their own first aid provisions (trained staff and kit).

Instructions to Organisers:

1. In the event of a fire, *immediately* dial 999 for the fire brigade.
2. Evacuate all your party from the area to a safe place. Check your register and await fire brigade.
3. Immediately thereafter telephone the site manager and/or officer in charge.
4. In the event of an accident, follow first aid procedures and if serious, telephone 999 for an ambulance.
5. Immediately thereafter telephone the officer in charge (inform site manager if on the premises). All accidents must be reported.
6. Obtain names and addresses of at least two witnesses where possible.
7. If an accident has occurred whilst utilising the council's equipment, do not move or touch the equipment until a council representative has examined it.

Prior to the commencement of the lease, hirers should visit the site to conduct their own risk assessment and familiarise themselves with the site.

Conduct of Users

The Hirer shall be present at all times during the hire and shall be responsible for the maintenance of good order. No admittance will be granted until the named person on the hiring form is present; special attention shall be given to:

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

Conclusion of letting

The hirer shall leave the accommodation in exactly the same condition as encountered. If the school is not left in the same condition both inside and outside and additional cleaning (for example) has to be done before students are able to make use of the premises again then an additional charge will be incurred. If required, details of a recommended cleaner can be provided.

Vacation of the premises

The hirer shall ensure that the premises are vacated promptly at the end of the letting. The hirer is responsible for ensuring that any children taking part in an activity are collected by a responsible adult. Hirers are responsible for removing or otherwise disposing of litter and rubbish resulting from their use of the premises or grounds; this includes nappies and pads as the use of nappy

bins are not included in the lettings agreement and should not be used by hirers and are for use by the Dales School only. Late vacation off the premises will incur additional charges.

Advertising

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

Video Recording

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

Cancellation

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

1. If at any time any payment due remains unpaid for more than [28 days or other] after becoming due
2. If the user fails to remedy any breach of any conditions as set out in the terms and conditions of hire after being required to remedy such breach by [28 days] notice in writing
3. If the User breaches any of the conditions as set out in the terms and conditions of hire which in the opinion of the Governors is incapable of being remedied and the Governors state this in a notice given by them
4. In extreme cases the Governors may terminate this agreement summarily without notice if it has been shown that the User has not ensured that suitable arrangements are in place with regard to the safeguarding of children, vulnerable adults and child protection in line with the requirements of current legislation and any North Yorkshire County Council safeguarding procedures.
5. the following charges will be applied if the hirer cancels an event:
 - Up to 2 weeks' notice, full charges will be applied
 - 2+ weeks – half of the fees will be applied
 - 6+ weeks – no fee will be applied.

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

Appeals Procedure

If a Hirer has a hire arrangement application rejected or agreement withdrawn they have the right to appeal to the Governing Body. The appeal should be made in writing and will be presented at the next full meeting of the Governing Body.

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

Complaints Procedure

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

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

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

Infection Control

Due to the vulnerability of our students and in order to prevent the spread of infection The Dales School ensures high standards of personal hygiene and practice by following the guidelines as set out by the Health Protection Agency:

Diarrhoea and/or vomiting

- Period to be kept away from school - 48 hours from last episode of diarrhoea or vomiting
- Exclusion from swimming should be for 2 weeks following last episode of diarrhoea

We would request that all visitors to the school abide by these guidelines.

References

School finance manual, Chapter 12 (September 13)

Appendix A – charges for use of facilities as defined in lettings policy

Facilities:

Please note that all prices shown are exclusive of VAT.

Rates to be charged by the ½ hr

Accommodations	Community Rate Per hr	Commercial Lets Per hr	Services from North Yorkshire County Council Per hr
Use of stage lights in Activity Hall Vatable	£6	£6	£6
Use of interactive lights in Activity Hall Vatable	£6	£6	£6
Activity Hall (Room only)	£14	£21	£7
Classroom	£5	£10	£3
Swimming Pool (Vatable)	-	£40	£35
Community Room (includes use of projector, flip chart, pens & paper)	£8	£15	£5
Sensory Room (Vatable)	£20	By arrangement	£20

Additional charges will be incurred if a key holder is required to attend the site to unlock and or lock the premises.

FORM H1

The Dales School **APPLICATION** FOR HIRE OF EDUCATIONAL PREMISES OR GROUNDS -
TO BE COMPLETED IN CAPITAL LETTERS & RETURNED TO THE HEADTEACHER AT LEAST
3 WEEKS BEFORE THE PROPOSED HIRE ARRANGEMENT DATE

Applicant details	
Name of applicant/organisation	
Association to organisation	
Name and address for correspondence /invoicing	
Daytime contact telephone number	
Details of Hire arrangements	
Purpose for which hire arrangements is requested	
Rooms to be used	
Date of first letting	
Date of last letting (to be completed annually for long-term arrangements)	
Start time	
End time	
Days of week to be used	
Equipment requested (If requesting use of hoist confirm which hoist – ensure that users know how to use them and leave them and that hirers bring own serviced charging slings)	
To be completed if requesting hire of pool facilities	
Number of bathers	
Numbers of lifesavers to be present	
Numbers of watchers/observers to be present	
Name of lifesaver	
What lifesaving qualifications do you hold?	
Date of this award	
Can you dive to the bottom of the deepest part of the pool and rescue a bather?	
Have you been trained in Expired Air (Mouth to Mouth) and external cardiac	
Have you suffered any illness or disability recently which may impair your capability to rescue a bather from the bottom of the deepest part of pool? If yes, please provide details	
Signature of live safer:	
Has read and agrees to comply with this policy and also pool users information	
I confirm that I have visited the site and conducted a risk assessment that has reviewed individual users and emergency actions.	

I/we* agree

- (i) to provide all necessary documentation as requested by the Governing Body including proof of insurance
- (ii) to pay the Governors charge on demand
- (iii) to indemnify the School and North Yorkshire County Council against any liability whatsoever which may arise out of the hire of the premises
- (iv) that use of accommodation shall be in accordance with the terms and conditions of the policy (supplied separately) and all terms and conditions are agreed to.

Signed Date

Information and instructions to organisers of events held on Council property
To be completed on approval of lettings

Agreed room/facilities/equipment	£ per hour	No of hrs	No of days	£
Total to be invoiced				
Deposit required (if applicable)				
Other information that you may want to provide to support your letting application:				
Under the Health & Safety at Work Act 1974 the County Council is required to provide you with H&S information. This information can be found within the policy and hirers are requested to read and apply this information.				
Agreed access to the school will be via:				
Your emergency contact number is:				

Signed behalf of the school:

Date:

FORM H2

CONDITIONS OF HIRE OF SCHOOL SWIMMING POOLS

To satisfy Health and Safety requirements and provide for the safety of bathers, the following conditions must be met by any person(s) intending to hire a school swimming pool. PLEASE NOTE: The Hirer should note that the Hirer must be aware of and comply with the Normal Operating Procedures and Emergency Action Plan for the Pool; as displayed in the pool area.

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

The maximum number of bathers to be allowed in the pool at any one time will depend on the maximum bathing load (imposed by the Health and Safety Act) and the ability to provide the appropriate number of lifesavers and watchers/observers detailed below. (See Health & Safety Executive guidance document Managing Health & safety in Swimming Pools HSG 179) The maximum bathing load is based on the size of the pool and the calculation of the surface area of the water. Each swimmer must be allowed at least 2 sq metres of surface water. For The Dales School pool, this equates to a maximum number of 8 bathers.

Supervision of Bathers

The Hirer must provide a qualified lifesaver. This person should not be responsible for more than 20 bathers.

Supervision for leisure use should be provided as follows:

1 - 20 swimmers 2 supervisors (1 of whom is a qualified lifesaver)

For swimming lessons taught by a qualified swimming teacher who holds the appropriate lifesaving qualification, each swimming teacher may supervise a single group of up to 20 swimmers. Where bathers are to be split into groups for swimming/diving instruction and will be working at different water depths, observation of the bathers becomes more difficult and additional observers should be provided. (Also where permission has been given by Headteachers for large inflatables to be used, additional supervision will be needed.)

Maximum Watching Period for Lifesavers and Observers

Lifesavers/observers need to maintain a high level of vigilance in order to detect 'silent drowners'. The maximum concentrated watching period for each observer should not exceed 40 minutes duration. If swimming sessions are arranged for longer periods sufficient additional observers must be provided to allow rotation to take place and enable adequate breaks to be taken.

Qualifications Required of Lifesavers

If lifesavers are to be responsible for bathers they must hold a current recognised lifesaving qualification (see H3). Copies of current qualifications must be provided to the school. This person must, therefore, be physically fit, possess hearing and vision within normal limits without aids and be capable of heavy exertion involving the retrieving and rescue of a bather from the bottom of the deepest part of the pool.

RECOGNISED LIFE SAVING QUALIFICATIONS FOR HIRERS OF SWIMMING POOLS

Recognised Life Saving Qualifications for Hirers of Swimming Pools:-

National Pool Lifeguard Qualification

- Issued by Royal Life Saving Society UK
- Valid for 24 months from date of qualification
- Includes training in cardiopulmonary resuscitation (CPR)
- Suitable for all pools

- Suitable for programmed activities (i.e. swimming lessons) and non-programmed or "free" activities (i.e. leisure use of the pool)

Rescue Test for Teachers and Coaches of Swimming

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

Bronze (General) Award

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

Pool Attendants Award

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

Additional Proof of Cardiopulmonary Resuscitation

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

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

INFORMATION FOR ALL USERS OF THE POOL INCLUDING LEASE HIRE

To be read in conjunction with the H&S policy, school risk assessment and NYCC Swimming Pool H&S handbook.

We are very fortunate to have the pool facility on site, however to ensure safety and keeping it open, high standards of conduct are required and all users must observe and follow protocol.

The pool can help de-escalate behaviour, but staff also need to be aware that it can also be a trigger for behaviour. Behaviour support plans should be considered in relation to the pool session and environment prior to commencing as part of the risk assessment. The pool can be used to support physio/MOVE plans and improve water confidence. The pool managers are Frank Mountain (Site Manager) and Hayley Bradley (School Administrator). Both are trained in ACTIVE IQ Level 2 Award in Swimming Pool Operations and Johnson training School Pool and Hydrotherapy Pool Operators certificates and can be consulted on any pool related enquiries.

Important Safety Information

- The pool is a high risk area and should always be locked (entry via keypad only). No one will be allowed access without a qualified member of staff or health staff or named people on the lease form – this is essential especially if school is leasing the pool and parents turn up before health professionals.
- Maintaining good behaviour and close supervision at all times is essential; there should always be a competent person on poolside. Under no circumstances should anyone run or dive; staff should risk assess each session taking into account current medical issues (of both staff and pupils), and how many personnel are required to safely supervise that session.
- If anyone has had D&V they should not go swimming for 2 weeks.
- All pool users must be aware that if there are any changes to the clarity of the pool water they should contact pool managers immediately.
- Do not take glass or food into the pool; however, users need to ensure that they rehydrate following a pool session.
- Be aware that there is an emergency push button in the pool (sirens sound).
- Immersion should be limited to staff to no more than 3 hours per day.
- Only authorised personnel should have access to the plant room.
- With the exception of pool maintenance/cleaning, lone working within the pool area is prohibited unless a specific risk assessment has been completed.
- COSSH risk assessments are held on chemicals used for the pool and are available upon request.

Emergency information

The spinal board is property of the Harrogate Foundation Trust. School staff are not authorised to use this; any hirers that require use of this must contact the trust directly for permission and guidance and to ensure a written evacuation plan is in place and practicable.

Fire evacuation signage is on display – all responsible users must be aware of the procedures and their own responsibility

In the event of an emergency, the emergency push button should be activated. Any available staff should respond to the sound of the siren and report to the pool. In addition, the side buttons on the phone are designed to operate the tannoy so any additional specific support can be requested where necessary.

The ledge at the front of the pool (side of steps) has been designed to place a person in emergency need of medical support on e.g. resus. In the event of an accident the school first aider will provide advice on next steps (school sessions only).

Hirers cannot rely on this support being available especially if the session is out of hours. They should ensure that they have adequate provision to manage any emergencies that may arise

All users to be aware of location of phone and that to gain access to an outside line they need to press 9.

Normal reporting procedures apply following any accident/incident.

Emergency foil blankets are available; personnel should ensure that they are aware of the location of these. These blankets should be used for emergency use only and not removed from the pool to be used elsewhere.

Competency of responsible adults:

NYCC insurance and LMT have agreed that for school sessions staff need to be trained and competent in:

- Manual handling
- At least one member of staff in pool should be trained in resuscitation
- Supporting behaviours
- Supporting specific medical needs

Hirers will need to comply with the details within the lettings policy, although exceptions may apply when hired by health or other NYCC establishments (the hirer will need to clarify this with their insurer).

Important infection control information

- In the event of faecal release, vomit or blood in the pool, it should be evacuated; anything that can be scooped out should be and the pool managers notified immediately. The pool cannot be used again until Pool Managers have declared it safe. A C4C should also be completed as repeated incidents may mean that that pupil can no longer access the pool.
- School cannot provide towels or costumes for staff or pupils.
- The most effective way of reducing pool water contamination is by engaging in pre-swim hygiene; ideally bathers should use the toilet and have a shower before they enter the pool. Each day an adult produces 1 litre of sweat, 1 billion skin flakes and 38g of grease; it is also suggested that each bather releases around 30ml of urine in a typical session!!
- Anyone on the poolside must either wear the blue overshoes provided or suitable shoes (kept at the pool) or be barefoot. This is to reduce the possibility of organisms on footwear being transmitted into the pool.
- Staff should not bring in toys or equipment from elsewhere in school; equipment should be purchase for exclusive use within the pool. All equipment should be dried, stored and used only with supervision. Hirers of the pool who wish to bring equipment in must follow similar protocols and ensure all equipment is clean.

Health screening and risk assessment:

The list below is not exhaustive and if users of the pool have concerns they should seek medical advice and also raise their concerns with the session lead and a member of LMT aware so that a specific risk assessment can be completed. Health colleagues can be consulted regarding pupil suitability on accessing the pool, although additional consultation with parents/carers/GP/NYCC insurance may be required.

Conditions that may exempt all pool users from use of the pool (or require additional risk assessment):

- Pregnancy
- Cardiac disease (including angina)
- Anyone undergoing cancer treatments
- Skin infections and allergies (including psoriasis, eczema and fungal infections) and being aware that pool chemicals can cause skin irritations.
- Open Wound/infections, pressure sores, ulcers or poor skin integrity (including around gastrostomy site)
- Unstable blood pressure
- Diabetes
- Recent surgery or fractures (within 3 months)
- Increased frequency or unstable seizures
- Kidney disease or renal failure
- Acute pain or discomfort
- Faecal incontinence
- Severe asthma or chronic respiratory conditions
- Neck or back problems
- Tubes (catheters, Hickman lines etc)
- Dementia
- Deep vein thrombosis
- Infections
- Grommets/hearing aids
- Anxiety/fear of water
- Tracheostomy
- Prone to black outs
- Shortness of breath
- Conjunctivitis
- Contact lenses
- Known aneurysm
- Oxygen dependency
- Haemophilia
- Widespread MRSA (chlorine kills MRSA in water but not around the poolside)

No one should enter the water if they have had active vomiting or diarrhoea within the last 2 weeks or if they have a heavy cold.

If the user has a PEG, MIC-KEY, Gastrostomy, advice should be sought (this could be with a parent or carer), but usually the user can access the pool if wearing all in one swimsuit or a plaster or a second skin is used.

Please be aware that head lice can be transferred from one person to another via the water. Any one on medication (including patches eg HRT) must seek medical advice on impact of heat/water on medication and also their ability to support a session eg if medication comes with 'can cause drowsiness', or similar wording, the same protocols should be considered and medical advice sought.

Anyone who starts to feel unwell during a swimming session should alert the session lead immediately; it may be necessary to end the session if safe staffing levels cannot be maintained. Full declaration of health and ability from staff to support a session is essential at all times. Individual risk assessments may be necessary for any user; in school these will be completed with the Manual Handling Risk Assessor and reviewed every 6 months. Staff are responsible for making arrangements to update this RA if their condition changes or if they have a new condition that may affect their ability to support a session; Staff are responsible for making others aware of the limitation of their role that the RA may identify and to ensure that they comply with the RA. Class leads are responsible for making risk Assessor aware of any changes that may affect the RA already in place for any pupils. Where a pupil manual risk assessment is required, it should also include information on emergency evacuation from the pool.

Important user information

- Please ensure that the pool is left tidy before you leave and replace the pool cover.
- Pool water tests are displayed on the wall next to the walk in shower.
- Long hair should be tied up.
- Nappies/pads can cause wearers to sink – please use specially designed swim pads. Continence management should be considered and appropriate swimwear used.

- Unless parents/carers are required on the poolside for safety or supervisory reasons there should be no spectators at pool therapy sessions.
- Report any concerns immediately.
- Adhere to all pool signage
- It is recommended that showering takes place on exiting the pool to remove chemicals from skin; users may also want to consider using moisturising products too.
- It is recommended that all users rehydrate following the session
- If any users experience unusual itching or other unusual medical symptoms once they leave the pool they should seek medical advice.

Pool occupancy and supervision ratios are dependent on age, ability, medical/behaviours, equipment to be used and size of people using the pool. Individual risk assessments (including behaviour support, manual handling and health care plans) will be used to support decision on ratios. School staff are required to complete lesson RA and have this authorized by LMT so that this can be assessed and approved. Staff being required to stay poolside will also be considered; for some sessions where there is adequate 1:1 in the pool this may not be necessary. General guidance for sessions is:

- 1 pupil would require a minimum of 2 members of staff (unless high-risk medical/behaviour, then a further person may be required poolside).
- 2 pupils would require 3 members of staff
- 3+ pupils (needs to be risk assessed) may only need 3 members of staff.

Any personnel given the responsibility of being poolside MUST remain alert to the session and understand their responsibility in supporting that session and maintaining health & safety. Poolside personnel must wear appropriate clothing and may be required to access the water to offer support in a medical emergency.

Hirers of facilities will have to conduct similar Risk Assessments and if in doubt should consult with their insurers.

All users should assess the ability of occupants of the pool and consider phobias and allocation of buoyancy aids.

General information

Pool dimension

Depth: 1.07m
 Length: 6.5m
 Width: 2.6m

Chemical used in our pool:

- Calcium Hypochlorite (Chlorine Granules)
- Sodium Bisulphate (PH Minus)

Pool readings (on display on white board next to the plant room) – tested twice a day:

Test	Range
Free Chlorine	Never lower than 0.5mg/l; Typically 1.5mg/l
Combined Chlorine	This should be as low as possible; ideally half the value of the free chlorine and not more than 1mg/l
pH	Ideally between 7.2-7.4
Water temperature	Ideally between 33-35 degrees Celsius for hydrotherapy pools

Where levels are not within the above parameters the pool will be closed until appropriate levels can be re-established.

The pool is cleaned daily and backwashing and vacuuming takes place weekly.

Hambleton District Council undertakes monthly microbiology testing (copies of reports available on request). If a positive result is given, advice from the Council would be sought on if pool closure was required. Users would be informed of any closures to the pool as practicable.

The following signage is on display in the pool:

- Pool readings
- Water depth
- Healthy swimming advice
- Fire Procedures

If there is not clarity around any actions, responsibilities etc, any pool user must question this with a member of LMT so that further advice can be provided to all.

User's signature to clarify that they have read and understood their responsibility in the use of the pool for their own and others users' health and safety:

Signed:

Name:

Date: