



LETTINGS POLICY

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Derbyshire BSF Programme	Learning Community Partnerships (Derbyshire) Ltd
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0.1 Version Control

Date	Version	Author	Comment
23 rd September 2010	v0.1	Richard Knight	Issued in Draft
8 th October 2010	v0.2	Richard Knight	Simon Green comments included
11 th October 2010	v0.3	Richard Knight	Kevin firth comments included
30 th March 2011	v0.4	Richard Knight	Revised for School Consultation
4 th April 2011	v0.5	Richard Knight	Sue Pegg's Comments included
10 th June 2011	v0.6	Richard Knight	School Comments included
11 th July 2011	v0.7	Richard Knight	Letting Agreement T&C's updated
4 th August 2011	v0.8	Richard Knight	Insurance Details updated
15 th April 2012	v0.9	Richard Knight	Timing of reconciliation changed
26 th July 2012	v0.10	Richard Knight	Changed for Bols Academy
December 2012	v0.11	Richard Knight	School review of TPI procedures
28 th February 2013	v0.11a	Richard Knight	Amend insurance provision pg13
1 st April 2014	v0.12	Richard Knight	Heritage Removed from policy
2 nd July 2014	v0.13	Richard Knight	AWP Life Cycle changed
17 August 2015	V0.14	Sue Pegg	Review of lifecycle, energy and VAT
13 May 2016	V0.15	Sue Pegg	Transfer of management to schools post MITIE restructure
23 January 2017	V0.16	Sue Pegg	Post clarification of VAT arranges

1.0 Establishment of Policy

1.1 Purpose of the Paper

This paper has been prepared to capture the Heads of Terms for operating a Third Party Income (TPI) arrangement at The Bolsover School. The principles established in the following narrative are summarised in the Responsibilities Matrix that can be found at Appendix 1

1.2 Consistent Approach

The intent of this paper is to establish a set of standard policies that can be applied to the two schools. There are examples where the different contract arrangements will require bespoke arrangements to be put in place. These arrangements will be noted in the relevant sections.

1.3 Definitions and Terminology

Within this document reference is made to Third Party Income (TPI). This is a defined phrase within the PA document. However, in the context of this document the terminology is used as 'short hand' to capture any letting of the school facility beyond the school day – irrespective of the purpose of that letting.

1.4 Core Hours and Non-Core Hours

It is proposed that the same policy is applied to all bookings both Core and Non-Core hours. This is to ensure that any external bookings that overlap the two periods only make a single payment for the facility. All bookings made within Core Hours will require school approval prior to confirmation.

1.5 No Gain or Loss

These principles have been established to ensure that the administration of TPI follows a consistent and agreed arrangement. The over-arching contract position applied to the drafting of this paper is that the SPV and or FM Service Provider should not be in any better or worse position as a result of TPI.

1.6 Relevant Schools

This policy applies to the following

1. The Bolsover School following the conversion from a community school. For the avoidance of doubt the academy will be treated under this agreement in the same way as its predecessor school.

2.0 Administration Arrangements

2.1 Letting Agreement

All letting groups will be required to enter into a letting agreement that will be prepared and managed by the respective schools. The letting agreement will include a conduct section and Mitie will be empowered to remove any letting group from site if they are in breach of the letting agreement. This document can be found in Appendix 2. The first page of the letting agreement covers the terms of insurance in instances where the hirer does not have its own cover.

2.2 Marketing and Promotion

The school will be responsible for the marketing and promotion of the school facilities within the community. It is established that the school receives the financial gain generated from lettings. It is therefore considered appropriate that the school should lead in the promotion and marketing of the facilities within the community it serves.

2.3 Management of Bookings

The Bolsover School operates a manual booking system for the control and administration of lettings. The school has an identified member of staff who is the single point of contact for all parties to initiate a booking.

2.4 Enrolment of Lettings

The school will be responsible for approving each letting application prior to it being signed. This process will regulate the type of letting and restrict activities to those that are considered to be appropriate on a school site. Practically, the school will also allocate the letting to a price band at this stage (see 3.9).

2.5 Block Bookings

As a principle single bookings will be discouraged to minimise the management and administration costs this creates. All users will be encouraged to enter into a minimum 10 session agreement. Special arrangements and pricing will be considered by exception

2.6 Cleaning Requirements

The default position is that no extra cleaning will be carried out by Mitie as a result of third party lettings. This is with the exception of sports and changing facilities. If additional cleaning is anticipated, the rental charge can be inflated to accommodate those costs. MITIE will provide the school with hourly costs on request. For larger community or commercial bookings, consideration should be given to requesting a bond to cover additional cleaning or damage. In that instance, the bond will be held by the school to offset any additional charges imposed by MITIE.

2.7 Caretaker Coverage

A Caretaker will be on site through the duration of each letting to control and manage the site and to ensure users are operating within the requirements of the letting

agreement. The prime duty of the caretaking for the duration of the letting period will be to manage and coordinate the letting users to ensure conduct and behaviour is compliant with this policy.

2.8 Reporting and Review

The school will be responsible for maintaining records on their third party lettings. Although it will not form part of the FM Monthly report, it will remain an agenda item at the monthly meeting to review any issues that have arisen.

3.0 Financial Arrangements

3.1 Proposed Commercial Price

Mitie will review and issue its on-costs on an annual basis covering caretaking, maintenance and utility costs. This will be issued to the school at the beginning of June for implementation from the start of the new academic year. The schools will use MITIE's costs to inform the letting costs. At the beginning of each week, the school will provide MITIE with a breakdown of lettings for the previous week. MITIE will then invoice the on- costs to the school on a monthly basis.

Refer to Section 3.11 below for the details of how and when the annual review of pricing will be completed

3.2 Letting Income

This is the fee charged for all lettings and is regulated by the school.

3.3 Letting Costs (cost price)

For the avoidance of doubt any reference made to costs is considered to be the reasonable and demonstrable costs charged by Mitie and the SPV for providing the services to operate the school for Third Party Lettings. The letting costs will be reviewed annually and will reflect the previous year's performance.

3.4 Recovery of Letting Costs

MITIE will invoice the school for its letting on-costs.. Where income is less than the Letting Cost the deficit will be underwritten by the school. Costs underwritten by the Council will be repaid by the relevant school to the Authority. This is considered to be an equitable mechanism for the effective management and administration of the letting policy

3.5 Surplus Income

On the 14th March 2011 Derbyshire County Council approved the Cabinet Member for Schools Paper to release the profits to a school if a surplus has been generated from lettings. This is an important principle and will ensure all parties are incentivised to maximise the potential from letting the school buildings and facilities to community users. The School will hold the funds separately and release them on an annual basis.

3.7 Life Cycle Sink Fund

The school will establish a sinking fund to avoid the need to estimate the cost of accelerated failure of the building fabric. In practice a nominal (15%) will be withheld from the Letting Profit prior to any surplus funds being released to the main school budget. The fund will be accrued throughout the year and will be managed separately to all other project costs. At the end of each 5 year period, the school will have the opportunity to remove some, or all, of the fund on the understanding that, should a contribution to repairs be required and the balance of the fund is insufficient, the school will be required to fund the shortfall. The school will be asked to contribute to lifecycle work if there is a clear link between the work and the contribution to the accelerated failure of the building fabric. Carpets and decoration are clear examples but the arrangement does not extend to work which cannot be directly linked to the TPI usage eg roofing, heating etc. If necessary, an analysis of the facility's TPI use in the preceding 5 years will be carried out to establish whether a contribution is appropriate. If lifecycle work is required and TPI usage has contributed to the wear and tear, the school will be required to contribute funding from their sinking fund but such work will be with the Authority and School prior to commencement. The normal split of funding will be 70% to the SPV and 30% to TPI. This split will be reviewed periodically.

3.8 Third Party Lettings on the All Weather Pitch (AWP)

Under the obligation of the Project Agreement the SPV is required to make the facilities available for third party lettings. There is an established principle that the SPV should not be in any better or worse position as a result of third party lettings.

Variation Reference BSF/2014/39 has been agreed between the parties. The purpose of the variation is to record the commercial arrangement in establishing the letting price of the AWP and specifically the consideration given to the additional life cycle costs incurred from the third party lettings.

It is acknowledged by both the Local Authority and the SPV that it may be necessary to replace the AWP carpet earlier and whilst additional replacements are not anticipated, it is likely that the age of the carpet at the end of the Concession will be greater than anticipated if third party lettings had not taken place.

In view of the above the parties agree to, negotiate in good faith, with regard to Clause 47.1 of the Project Agreement. Any rectification works identified in the Final Survey will be agreed on the basis of the SPV not being made any better or worse as a result of third party lettings.

3.9 Consumable Costs

It is anticipated that there will be an increase in the use of consumables in toilets and changing areas. As a principle the cost of this is to be recovered from the letting income. In practice and considering the likely modest values this will be funded from the Life Cycle Sink Fund as previously described.

3.10 Allocation to Price Banding

The school will be responsible for setting the price for each letting group. Practically a price band or unit discounts will be established for a range of letting organisations. Public bodies, the voluntary sector and charitable organisation will pay the lowest rates. These will be increased for private and commercial use as appropriate.

3.11 Energy Consumption

An energy charge will be made based on consumption. That charge will be included within the letting cost. Energy consumption costs will be reviewed annually due to fluctuation in tariff rates.

4.0 Insurance Provision

4.1 General Arrangements for Property Damage Insurance

The SPV will provide and maintain Property Damage insurance as part of the contract requirements. The excess for this insurance provision is £5,000. Any letting organisation that makes a claim under the property damage provision will be required to pay the excess to the SPV.

4.2 School Insurance Provision

The school will also provide Property Damage and Public Liability Insurance for use by 'voluntary groups and other hirers who are not 'Registered Companies'. The excess for this provision is £500 and is subject to the hirer agreeing the terms and conditions detailed under the first page of the document (version b). Claims made under this provision are limited to £1,000,000

4.3 Excluded Parties

Each letting group that does not meet the criteria noted in section 4.2 or section 4.2a (as appropriate) will be required to provide their own Property Damage Insurance cover or agree to pay the £5,000 excess to the SPV in the event of a claim being made.

4.4 Caps on Liability for Property Damage Insurance

The insurance provided by Bolsover School is capped at £1,000,000.

4.3 Claims Handling

All claims handling will be managing in the first instance by the school . All claims will be notified to Mitie for information

4.4 Precedence of Cover

In all instances the first claim would be against the schools cover unless the party is excluded from the policy. Thereafter once the cap on liability has been exceeded the claim would transfer to the SPV insurance.

4.5 Business Interruption Insurance Cover

Business Interruption Insurance is not provided under the policy procured by Bolsover School. Therefore if an incident is likely to have Business Interruption costs then a claim will be made under the SPV's Property Damage Insurance which will initiate a Business Interruption claim. In this instance the Hirer will be required to pay the £5,000 excess

5.0 VAT Arrangements

5.1 VAT

DCC guidance advises that room and hall bookings are exempt from VAT. In respect of sports facilities, VAT is chargeable unless the booking is made on a long term basis of 10 sessions or more hence the proposal to encourage long term bookings whenever possible.

6.0 Exclusions

6.1 Loose Equipment

Loose equipment is not provided at either school.

6.2 ICT Managed Service and Usage

The default position is that no lettings will have access to any of the ICT equipment within the school. At the time of drafting this paper it was considered to be an area for further investigation to determine how this could be implemented for the future. It is not anticipated that there will be a great demand to use the ICT equipment initially. This position will be reviewed once the non ICT lettings have been implemented.

6.3 Catering and Kitchen Equipment

No catering or kitchen equipment will be made available for the use by third parties without the prior and written agreement of Mitie. This is to limit miss-use and damage of equipment that could lead to the unavailability of the catering services within core hours

7.0 Appendix

7.1 Appendix 1 - Responsibility Matrix for Lettings

The following table is prepared to allocate responsibility for service provision

Element	Mitie	SPV	DCC	School
Presence on site for the letting session	✓			
Locking and unlocking of the facility	✓			
Issue monthly invoice to letting group				✓
Collect cash for out of hours lettings				✓
Bank cash and cheques				✓
Issue a cost price structure – draft	✓			
Set Pricing Policy based upon price structure			✓	✓
Market Test Pricing Policy			✓	✓
Property Damage Insurance (claims > £2m with excess of £5K)		✓		
Property Damage Insurance (claims < £2m with excess of £100)			✓ (S)	✓ (B)
Business Interruption Insurance – for claims made >£2m		✓		
Management of Contingency Fund				✓
Payment to Mitie for Service provision				✓
Surplus funds transferred to holding account				✓
Monthly reconciliation of on-costs	✓			
Administrative booking system				✓
Control of excluded rooms for letting				✓
Issue and Control of Letting Agreement				✓
Marketing and promotion to the community				✓
Report the ongoing Letting Income				✓
Reconcile of letting costs	✓	✓	✓	✓
Management of additional cleaning (costs separate)	✓			
Keep Life Cycle Sink Fund and report monthly				✓
Recovery of Consumable Costs	✓			
Record and report energy consumption	✓			
Control and use of loose equipment				✓
Enrolment of new lettings – (administration of the process)				✓
Enrolment of new lettings – (approval)				✓
Allocation of letting to a price band				✓
Annual review in June	✓	✓	✓	✓

7.2 Appendix 2 – Terms and Conditions of Hire

Item 1 – 9 relate to the terms and conditions in respect of insurance

DCC Policy Terms and Conditions (version a.)	
1.	<p>To agree to abide by the terms of the insurance policy taken out by the County Council to protect 'voluntary groups' and other hirers who are not 'Registered Companies' * and to pay the first £500 of each and every claim in respect of damage to the buildings and contents (See 8 below).</p> <p>*Insurers exclude from the cover use of premises by organisations that are able to make their own insurance arrangements, i.e. Professional Entertainment Promotions, Registered Companies, Scout or Guide Groups, Sports Clubs etc. Insurance policies must offer terms equal to or in excess of the cover detailed in 8 and 9 below</p>
2.	To ensure that no gambling or any other objectionable conduct shall take place on the premises.
3.	To obtain any necessary permission from the owners of copyright in musical, dramatic, literary and other works as required by the Copyright Act 1956, and to indemnify the County Council in respect of any infringements of such copyright.
4.	To complete and despatch to the Performing Rights Society Limited, on a form to be provided, a list of musical works, whether published or in manuscript, performed at the premises vocally, instrumentally or mechanically at entertainments for which a charge for admission is made. N.B: if the necessary form is not issued by the Clerk to the Governors of the school, a copy may be obtained on application to the Chief Education Officer, County Education Office, Matlock.
5.	To secure a licence in accordance with the Licences Act 2003 (previously the Theatres Act 1968) in respect of the performance of any play.
6.	To secure a licence for the sale of intoxicating liquor.
7.	To agree to abide by other regulations as directed from time to time by the Governors
8.	The insurance provides an indemnity to the hirer (as outlines in 1. above) in respect of third party claims arising out of the negligence of the hirer during use of the premises. It applies only where legal liability exists and operates where following a negligent act, a visitor or third party other than an employee of the hirer suffers personal injury or damage or loss. Claims are payable up to a maximum limit £2,000,000 for any one accident or occurrence. Employees of the hirer are covered in respect of damage or loss.
9.	The insurance also indemnifies the hirer against legal liability for damage to the hired building and its contents up to a maximum of £50,000 (£2,000,000 in respect of fire

damage). The hirer is liable for the first £500 of each and every claim.

1. To agree to abide by the terms of the insurance policy taken out by The Bolsover School to protect 'voluntary groups' and other hirers who are not 'Registered Companies' * and to pay the first £500 of each and every claim in respect of damage to the buildings and contents (See 8 below).

*Insurers exclude from the cover use of premises by organisations that are able to make their own insurance arrangements, i.e. Professional Entertainment Promotions, Registered Companies, Scout or Guide Groups, Sports Clubs etc. Insurance policies must offer terms equal to or in excess of the cover detailed in 8 and 9 below

2. To ensure that no gambling or any other objectionable conduct shall take place on the premises.
3. To obtain any necessary permission from the owners of copyright in musical, dramatic, literary and other works as required by the Copyright Act 1956, and to indemnify the County Council in respect of any infringements of such copyright.
4. To complete and despatch to the Performing Rights Society Limited, on a form to be provided, a list of musical works, whether published or in manuscript, performed at the premises vocally, instrumentally or mechanically at entertainments for which a charge for admission is made. N.B: if the necessary form is not issued by the Clerk to the Governors of the school, a copy may be obtained on application to the Chief Education Officer, County Education Office, Matlock.
5. To secure a licence in accordance with the Licences Act 2003 (previously the Theatres Act 1968) in respect of the performance of any play.
6. To secure a licence for the sale of intoxicating liquor.
7. To agree to abide by other regulations as directed from time to time by the Governors.
8. The insurance provides an indemnity to the hirer (as outlines in 1. above) in respect of third party claims arising out of the negligence of the hirer during use of the premises. It applies only where legal liability exists and operates where following a negligent act, a visitor or third party other than an employee of the hirer suffers personal injury or damage or loss. Claims are payable up to a maximum limit £1,000,000 for any one accident or occurrence.
9. The insurance also indemnifies the hirer against legal liability for damage to the hired building and its contents up to a maximum of £1,000,000. The hirer is liable for the first £500 of each and every claim.

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Items 7 – 34 Apply in all instances

Item	Terms and Conditions
10.	In these conditions the following expressions have the meanings assigned to them: 'hire charge' means the charge made by the school for the hire of the premises. 'Hirer' means the person or body corporate applying for the hire of the premises. 'Period of hire' means the period during which, under the contract for hire of the premises, the Hirer is entitled to use the premises.
11.	Except in the case of a company the contract for hire of the premises shall be made between the person who signs the application form and the school even though the facilities maybe used by a club, organisation or group of persons (by whatever name they are called) stated in the application form. In the case of a company by the person who signs the application form.
12.	The Hirer shall pay the school the hire charge specified in the Booking Form within 30 days of receipt of an invoice.
13.	If requested, large groups and commercial organisations will be required to pay a bond to cover additional cleaning and/or damage
14.	<p>If a letting agreement is cancelled, and one week's clear notice is not given on cancellation, the school shall have the right to retain a sum equivalent to one quarter of the hire charge.</p> <p>If a daily booking needs to be cancelled; 2 days' notice needs to be given wherever possible – contact should be made with the school before 4pm to cancel the booking. Should a booking need to be cancelled on the day of the booking; contact should be made with the school before 4pm – after 4pm contact should be made with a member of Mitie's Caretaking Staff by telephoning 07464113617 or 07773733979. If a group cancels on more than 4 occasions the school reserves the right to terminate their relevant letting agreement.</p>
15.	<p>The school reserves the right to determine the contract for hire of the premises giving 48hours notice of their intentions should they require the use of the premises for any purpose connected with: -</p> <ul style="list-style-type: none"> a. An activity organised by the school b. An emergency c. A European, Parliamentary or Municipal Election d. Other special event as determined by the school <p>In this event, alternative accommodation may be offered or any charge paid will be refunded to the Hirer, but the school shall not be liable to pay any compensation.</p>
16.	<p>If the contract entitles the Hirer to the use of the premises on a regular basis (e.g. weekly, bi-weekly etc) then the following conditions shall apply:</p> <ul style="list-style-type: none"> a. No items may be stored on the premises between hire periods without the prior agreement of the school. b. The school will accept no liability for items stored on the premises, whether with or without the agreement of the school.
17.	No guarantee is given of the number of chairs and/or tables available at the premises and no arrangements whatsoever will be made for the transfer of furniture either within the

premises or to and from other premises. Any necessary setting out of the premises is the responsibility of MITIE PFI if the details are made available as part of the initial booking enquiry

18. The Hirer, or person appointed by the Hirer shall:
 - i. Be present when the Premises Manager opens the premises at the commencement of hire and exchange contact details to allow for the following;
 - ii. Maintain adequate supervision against misuse by persons using the premises.
 - iii. Report to the Premises Manager the presence of any intruders on the premises.
 - iv. Be present until the premises are formally vacated and closed by the Premises Manager.
 - v. Ensure that vehicles are parked only in the designated areas and NOT permitted onto any grass or paved area.
 - vi. Ensure that the premises are left in the condition that subsisted immediately before the period of hire, and that all furniture is returned to its original location.
 - vii. Ensure that all accumulated rubbish is removed from the premises unless otherwise authorised by the Premises Manager.
 - viii. Inform the Premises Manager of any damage to the premises or equipment.
19. The use of materials for preparing floors for dancing is prohibited.
20. The wearing of football boots on the All Weather Pitch is prohibited. Only trainers can be worn.
21. The premises shall be used for no other purpose than that authorised nor in any manner which is inconsistent with the terms under which the school agrees that the premises be hired to the Hirer.
22. The premises must be vacated by the time shown on the booking form, which must be no later than 10pm, failing which the Hirer shall pay the school the expenses incurred by the school in respect of excess time (and such expenses can be deducted from the deposit paid under condition 4 above).
23. The school reserves the right to change the accommodation allocated to a hirer. If the change is unacceptable to the hirer, the booking can be cancelled without any financial penalty

24. Without prejudice to any duty or requirement imposed on the school under any of the relevant statutory provisions the Hirer shall, in pursuance of section 4(2) of the Health and Safety at Work Act 1974, take such measures as it is reasonable for a person in his or her position to take to ensure as far as is reasonably practicable that the premises, all means of access and of exit, any plant or substance in the premises, or provided for use in the premises, is or are safe and without risks to health.

25. The Hirer shall be responsible for the cost of make good any damages of kind sustained by the premises or the fixtures, fittings, equipment or furniture there in, arising out of, or in connection with, the hire of the premises except damage caused by accidental fire or the negligence of MITIE PFI Ltd, which is covered by a separate Insurance Policy. Refer to separate Insurance details. These costs include additional cleaning if the accommodation has not been left in an appropriate condition.

26. The attention of the Hirer is drawn to the need for him/her to make their own arrangements for insurance in respect of the claims, which might be made by persons for

injury or damage arising from the hire of the premises. MITIE PFI Ltd / TPI's Insurance is their own liability only. A copy of the relevant insurances should be provided to MITIE PFI Ltd.

27. The Hirer shall ensure that:
 - a. Where the premises are used for the purposes of dances and disco's, noise is kept to a reasonable level.
 - b. The premises are vacated quietly with particular attention paid to vehicle noise, such as the slamming of car doors and the revving of engines.
28. The school reserves the right to determine the contract for the hire of the premises if any of these conditions are contravened
29. Alcohol will not be permitted on the premises unless a licence has been agreed by the Authorities for a specific function. The school would be the party in this instance to obtain the licence though will be rechargeable to the customer if a change to the current Premises Licence is required.

30. The Hirer is responsible for any licences necessary in connection with the booking.

31. The Hirer is responsible for ensuring that any electrical equipment brought onto site complies with the Health and Safety at Work Act and has passed statutory compliance checks

32. The Hirer shall be aware of the necessary procedures in the event of a fire or other emergency, and shall ensure that all persons in their group are instructed on these procedures

33. . All emergency and fire exits must be kept clear at all times; internal fire doors must not be fixed in an open position

34. A no smoking policy is in operation across the entire site including grounds and car park areas.

35. Appropriate footwear must be worn at all times. The Hirer will be responsible for their own risk assessments to determine the level of personal and protective equipment is required

36. The school and/or MITIE PFI Ltd reserves the right to refuse access to any individual or group who does not show respect to the environment or other users.

37. Swearing or offensive language is not allowed on the school site. The Hirer must make visitors aware of this stipulation

38. Dogs (except Guide Dogs) are not allowed on the school site at any time. The Hirer must ensure that this condition is enforced during the period of hire.

Signature of Hirer _____

Date

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Terms and Conditions of Hire

Special Conditions of Hire for Football Competitions

In addition to the general conditions of booking and use, the following special conditions will apply to all use of the Rugby, Football and Astro pitches for Competitions. The special conditions constitute part of the Contract for Hire of the premises made between MITIE PFI Ltd / TPI and the Hirer and his/her organisation as signed and agreed on the application form.

1. The Hirer will walk the ground and premises before and after the event to check conditions and any damage. At either time, any damage must be reported to the Premises Manager who will agree the level of damage with the Hirer and record this.
2. A Tannoy may only be used by the Hirer to evacuate the site in case of an emergency. Tannoys are not to be used for public announcements etc.
3. Adequate levels of stewarding are required, this being a minimum of 5 adults, one of whom should be a senior steward. Stewarding duties must not be allocated to children or youths. Stewards must be clearly identifiable by wearing distinctive jackets, t-shirts or similar.
4. The Hirer and appointed stewards are responsible for clearing all rubbish on site. MITIE PFI Ltd will provide dustbins and it is the responsibility of the Hirer to ensure that any 'litter-picking' equipment is not used by children. At the end of the hire, the site must be left in a clean and tidy condition.
5. Qualified and identifiable First Aiders must be available and on-site for the duration of the hire.
6. No games of football, either formal or impromptu, are allowed against any walls, buildings, fences or other structures of the school.

Signature of Hirer

Date

7.3 Appendix 4 – FACILITIES BOOKING CONFIRMATION

TO.....

I write to confirm your booking of The Bolsover School facilities as detailed below:-

DAY(S)	TIME	AREA OF SITE BEING HIRED	EQUIPMENT TO BE PROVIDED BY THE SCHOOL	PRICE FOR FULL SESSION

Invoices will be raised on a monthly basis. *Please complete:*

Name & address for the invoice

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Cancellation Policy:-

If a letting agreement is cancelled, and one week’s clear notice is not given on cancellation, the school shall have the right to retain a sum equivalent to one quarter of the hire charge. If you need to cancel a booking we will require 2 working days’ notice wherever possible – please contact the school on the above number to cancel the booking. Should you need to cancel at short notice i.e. after 4pm on the day of the letting then please contact a member of Mitie’s caretaking staff on 07464113617 or 07773733979. If a group cancels on more than 4 occasions the school reserves the right to terminate their relevant letting agreement

Hirer’s Insurance

Please provide a copy of any relevant insurance policy you may have, i.e. Public Liability; Personal Injury Insurance; property damage insurance. In the event that you do not have an insurance policy please tick the box below – in doing so, you are agreeing to pay the £5,000 excess in relation to the School/SPV to claim on their policies in relation to damage/an incident for your letting.

I/we do not have our own insurance.

Terms & Conditions

Please find enclosed a copy of our Terms & Conditions. Please tick the box below indicating that you have read, understand and agree with them.

I/we agree to the Terms & Conditions of hire.

Signed

Date.....

(please return 1 copy of this booking confirmation to Debbie Whittaker at The Bolsover School, Mooracre Lane, Bolsover, Chesterfield, Derbyshire S44 6XA a copy should be retained for your records)