

Lettings Policy

Ermysted's Grammar School

The Governing Board of Ermysted's Grammar School (the 'School') ratified this Policy on 14 October 2021.

1. Introduction

- 1.1. The purpose of this Policy is to set out the principles on which the School considers and offers the use of its facilities to third parties.
- 1.2. The School's building and grounds (its "assets") are owned by the Foundation Trust and whose Trustees are members of the School's Governing Board.
- 1.3. Whilst these assets are essentially used for the benefit of the School's pupils, the Governors recognise that they can also on occasion provide a valuable resource for and may be made available to be hired by members of the wider community, subject to appropriate guarantees concerning:
 - insurance;
 - the purposes for which they are being used;
 - the people using the facilities.
- 1.4. Examples of external groups which might be considered acceptable for hiring facilities include organisations or clubs which include:
 - Public authorities (such as the NHS and NYCC Music Service)
 - representatives of the Old Boys Association;
 - members of staff;
 - local primary schools;
 - junior sports coaching groups;
 - local community groups.
- 1.5. Examples of the purposes for which facilities might be hired include:
 - concerts and dramatic productions;
 - lectures;
 - junior sports coaching;
 - NHS blood donor sessions;
 - wider public events previous examples include Skipton International Puppet Festival and the Skipton Beer Festival.
- 1.6. The purpose of this Policy is to:
 - provide clear guidance on lettings and the hire of School premises;
 - offer guidance on safe access to the School site and premises;
 - promote the use of School facilities by the wider community;
 - safeguard the interests of Ermysted's Grammar School to ensure that any out of hours use of the School site is not routinely subsidised by the School budget and is financially sustainable.
- 1.7. In considering the letting of the School's facilities, the Governing Board is conscious of and will discharge its obligations as required under the regulations for Keeping Children Safe In Education 2021 ("KCSIE"):
 - "Where governing bodies or proprietors hire or rent out school or college facilities/premises to
 organisations or individuals (for example to community groups, sports associations, and service
 providers to run community or extra-curricular activities) they should ensure that appropriate
 arrangements are in place to keep children safe";

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- "When services or activities are provided by the governing body or proprietor, under the direct supervision or management of their school or college staff, their arrangements for child protection will apply. However, where services or activities are provided separately by another body this is not necessarily the case. The governing body or proprietor should therefore seek assurance that the body concerned has appropriate safeguarding and child protection policies and procedures in place (including inspecting these as needed); and ensure that there are arrangements in place to liaise with the school or college on these matters where appropriate. The governing body or proprietor should also ensure safeguarding requirements are included in any transfer of control agreement (i.e. lease or hire agreement), as a condition of use and occupation of the premises; and that failure to comply with this would lead to termination of the agreement."
- 1.8. In endorsing this Policy, the Governing Board has delegated responsibility for Lettings in principle to the School's Senior Leadership Team specifically the Headteacher and the School Business Leader who in turn will oversee its implementation by the Finance Manager as detailed below.

2. Definition of a letting

- 2.1. A letting may be defined as "any use of the School buildings and grounds by parties other than the School" and would normally incur a financial charge.
- 2.2. A letting must not interfere with the activities of the School.
- 2.3. The use of the premises for extracurricular activities by pupils supervised by School staff, activities such as staff meetings, parents' meetings and meetings of the Governing Board, fall within the normal business of the School.
- 2.4. The uses listed above (in 2.3) are part of the normal operations of the School and they would not attract a charge.

3. Additional Definitions

- 3.1. Charge The amount agreed between the School's Finance Manager and the Hirer and recorded on the Hire Agreement.
- 3.2. Finance Manager The School's Finance Manager is normally responsible for the management of Lettings, but the role may assigned to another member of the School's staff if necessary; any change will be communicated to potential hirers at the time.
- 3.3. Hire Agreement The Agreement document completed and signed by one or more representatives of the Hirer and by the School's Finance Manager or other authorised person on their behalf.
- 3.4. Hirer The named individual(s) responsible for making the booking and responsible for ensuring payment is made and compliance with the Terms and Conditions of the Letting.
- 3.5. Terms and Conditions The Terms and Conditions applicable to the letting of different buildings or parts of the School site which are part of each Hire Agreement for that specific building.

4. Booking procedure

- 4.1. Organisations, groups and individuals interested in hiring the School premises should initially email their requirements to lettings@ermysteds.uk giving a brief description of the event or usage, facilities required and time(s) and date(s) involved.
- 4.2. The request will be reviewed by the Finance Manager who will consult if appropriate with the School Business Leader and/or Site Manager before responding.
- 4.3. The Finance Manager will arrange a visit to the School site with the applicant if appropriate.
- 4.4. The Finance Manager will then confirm the booking in principle or decline the approach.

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5. Letting Agreement

- 5.1. The School has a template Letting Agreement which will form the basis of the contractual arrangement between the School and the party hiring the facility. A copy is appended to this Policy.
- 5.2. The template may be modified as it applied to different facilities around the School site.
- 5.3. The template may be modified to take account of individual events.
- 5.4. All lettings are subject to the School's Standard Terms and Conditions. A copy is appended to this Policy.

6. Charges for a letting

- 6.1. The School will establish a table of outline charges for the letting of various facilities. A copy is appended to this Policy. These charges will be agreed with the Governing Board and reviewed periodically as appropriate.
- 6.2. The charges should be sufficient to cover as a minimum any incremental costs incurred as a result of the letting, for example:
 - staffing (site staff and cleaning);
 - services (heating and lighting);
 - administration (Finance Manager's time, contribution to licence for software);
 - use of School equipment (if appropriate).
- 6.3. The charge may be varied from the "standard rate" at the discretion of the Finance Manager and the School Business Leader, for example:
 - charges may be increased where the hirer is a commercial organisation making a profit from the letting;
 - charges may be reduced to support a charitable event;
 - standard charges may be reduced where the letting is part of a programme of repeat hirings over a period of time.
- 6.4. The minimum period for which a letting will be charged is one hour.
- 6.5. The School reserves the right to require a deposit when a booking is confirmed which may be deducted from the amount of the final invoice after the hiring.
- 6.6. The School reserves the right to require a deposit over and above the hiring charge as financial security against either damage to the premises (including any equipment), or the premises being left in an unacceptable condition incurring additional costs for cleaning, caretaking or other expenses.
- 6.7. The School is constrained by law to apply Value Added Tax ("VAT") to all transactions where this is appropriate. The letting of rooms for non-sporting activities is exempt from of VAT, sports letting are subject to VAT. Where an extra and separate charge is made for the hire of equipment, VAT is due on that charge at the standard rate. The School will record the VAT element of any income.

7. Booking procedure

- 7.1. The Finance Manager will produce the draft letting agreement for the specific hiring of facilities and seek confirmation from the hirer that it is accurate and complete.
- 7.2. Once a letting has been agreed in principle the Finance Manager will seek appropriate and sufficient supplementary documentation from the prospective hirer including:
 - insurance policies covering public liability personal injury, and damage to School buildings and property;
 - evidence covering safeguarding and the protection of young people where the letting involves children to comply with the requirements of KCSIE for all those involved in any programme.
- 7.3. Once the Finance Manager has received all of the additional information and documentation required, the letting will be confirmed.

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- 7.4. The Finance Manager will issue the hirer with the Hire Agreement and a copy of the associated Terms and Conditions.
- 7.5. When the hirer signs and returns the Agreement, they are confirming their acceptance of all of the associated Terms and Conditions and acknowledging their responsibilities associated with managing the actual meetings, sessions or event involved.

8. Additional considerations

- 8.1. Where a letting is made to and organisation involving the attendance of children, the hirer will be required to confirm and provide evidence that the appropriate protocols are in place to ensure the safeguarding of those children whilst they are on the School site (see 1.6 above).
- 8.2. Where a Letting involves an activity which the School considers to involve any unusual health and safety implications, the School will seek evidence concerning the type of activity and qualifications of instructors or those responsible for the Letting as a precursor to proceeding.
- 8.3. A letting will not normally be considered for private parties but may in exceptional circumstances be considered where the individual organising the event has a close personal link with the School. Any such approaches should be approved by the Headteacher and/or the School Business Leader who may also confirm agreement with the Chair of Governors (given ownership of the site and buildings).
- 8.4. The provision and serving of alcohol during a letting will not normally be permitted, but if allowed in exceptional circumstances (for example the Skipton Beer Festival) will be subject to the provision of the appropriate licences by the organisers.

9. Purpose of use

- 9.1. The premises must only be used for the purpose for which they are hired, and the Hirer shall not assign the whole or any part of the benefit of this agreement nor may the premises be used for a longer period than that specified at the time of hiring.
- 9.2. No interference is to be made with School property/equipment/premises which do not form part of the letting.
- 9.3. No lecture, play, opera, dramatic or musical or other work in which a copyright subsists shall be delivered or performed on the premises unless the consent of the owner of the copyright has been previously obtained by the hirer and all necessary fees paid.

10. Use of equipment

- 10.1. No person shall use any stage lighting or other specialist electrical equipment on the School site without the prior permission of the School.
- 10.2. No person shall use any of their own specialist equipment without the prior permission of the School.
- 10.3. Electrical appliances brought on site are to be safe and carry a current safety test certificate/label as required by law. The intention to use a hirer's own electrical equipment must be notified on the Letting application form.
- 10.4. Intoxicants or hazardous chemicals are not to be brought onto the premises without prior written authority from the School.
- 10.5. Office equipment, such as telephones and photocopiers should not be used without prior agreement with School.

11. Cancellations

11.1. If a letting is cancelled by the hirer the School may, at its absolute discretion, charge a cancellation fee. This is most likely to be imposed where an alternative potential letting has been foregone in order to accommodate the hiring that is cancelled.

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- 11.2. Separately, the School will seek to recover any unavoidable costs which it incurs which result directly from the cancellation of a letting, for example a commitment to additional staffing.
- 11.3. Details of the cancellation charges are show in the scale of charges attached to the Policy.

12. Payment

- 12.1. Regular bookings which access facilities on a weekly basis will be invoiced termly and due for payment before the end of the term to which they relate. Any subsequent letting for the following term will not be permitted until the invoice has been settled.
- 12.2. One-off bookings will normally be invoiced immediately after the event and settlement will be due within seven days of the date of the invoice.
- 12.3. Letting fees which are received by the School will be paid into the school's main bank account as a letting income.
- 12.4. Payments are to be made by electronic transfer.
- 12.5. If any deposit to secure the letting has been provided in advance this will be deducted from the final invoice.
- 12.6. If a deposit has been paid in advance against the risk of damage or the possibility of additional costs being incurred after an event and subsequently there are no further charges are to be applied, this sum will be deducted from the final invoice or reimbursed once the final invoice has been settled if that deposit has been provided from a different source or guarantor.

13. Complaints or disputes

- 13.1. If the School has a concern about a letting prior to an individual event, the Finance Manager will raise the concern with the hirer. If the matter remains unresolved the hirer will receive written notice of the cancellation of the booking.
- 13.2. If the School has a concern about a letting which is part of a regular booking, the Finance Manager will raise the concern with the hirer. If the matter remains unresolved the hirer will receive written notice of termination of the booking agreement.
- 13.3. Any complaints received by the School about a letting from a third party will be forwarded to the hirer. If the hirer does not have their own complaints procedure, the school will investigate the complaint using its own procedure.
- 13.4. If the Hirer has a concern, they should raise it with the Finance Manager in the first instance. If the matter is not resolved the hirer should follow the School's complaints procedure.

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BOOKING FORM / HIRE AGREEMENT TEMPLATE

Please complete the following in BLOCK CAPITALS and forward to Mrs Sam Poole, Finance Manager, Ermysted's Grammar School, Gargrave Road, Skipton, North Yorkshire, BD23 1PL.

Name of organisation	
Name of primary contact	
Address for correspondence	
Telephone (landline)	
Telephone (mobile)	
Email	
Purpose of hire / event	
Dates and times required	
Charge	£0.00 (Pounds).

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The Refectory comprises the Refectory, catering facilities and toilets all accessible through various designated entrances. The organiser is asked to take responsibility for the conduct and behaviours of those using the Refectory and to ensure compliance with the Standard Terms and Conditions, in particular:

- 1. Any accidents of whatever nature and however caused must be reported immediately to the member of the School's Site Team on duty and subsequently in writing to Mrs Sam Poole, Finance Manager.
- 2. Any hazards or potential hazards must be reported to the member of the School's Site Team on duty and/or the Site Manager, Mr Alan Coney, (mobile 07745 149385 prior to use of the Refectory commencing).
- 3. To acquaint himself/herself with the first aid equipment and its limitations in respect of the particular use by the Organisation hiring the Refectory.
- 4. The Organisation to ensure that it has its own public liability insurance cover for the particular use of the Refectory this must be provided to the School Business Leader and acknowledged as satisfactory in writing before any hire commences.
- 5. Any damage caused to the Refectory, the equipment within it, or any other part of the School's grounds and premises which occurs during or as a result of their use by the Organisation will be the personal responsibility of the Organiser (primary contact as identified on the Agreement) and/or any other individual named on the Agreement as representing the Organisation.
- 6. To ensure that the Refectory is left in a clean and tidy condition after use and that litter and rubbish are removed from the School site and furniture replaced to its original position in the Refectory.
- 7. To ensure that full supervision is provided at all times during the period of hire and, where applicable, that those in charge of the use are appropriately qualified.
- 8. To be personally liable to pay for the contracted booking(s) irrespective of whether all those bookings are taken up.
- 9. To notify any cancellation of any booking to Mrs Sam Poole and Mr Alan Coney by telephone via the main School Office (phone 01756 792186) and by email to lettings@ermysteds.uk, and giving at least seven days' notice in writing in which event no charge will be made for that booking.
- 10. Not to permit the Refectory and School grounds to be used for any purpose other than as specified on this booking form.
- 11. To only allow food or drinks provided by the Organisers to be consumed in the Refectory and to ensure that any litter or debris is cleaned away from the Refectory, toilets and kitchen at the end of the booking.
- 12. To enforce the prohibition of smoking anywhere within the Refectory.
- 13. Not to allow more than 320 people in the Refectory during the event.

Please note that the School reserves the right in its absolute discretion to cancel letting arrangements without notice if necessary. This will only be done in exceptional circumstances.

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damage, repairs, breakages, additional cleaning which might be found to be necessary after the hire.
I, (the Organiser) agree to abide by, observe and perform the terms and conditions of hire as set out on this booking form.
Signed:
Name :

Date :

The School also reserves the right to impose an additional fee if appropriate to cover the cost of any

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BOOKING FORM / HIRE AGREEMENT MEMORIAL HALL

Please complete the following in BLOCK CAPITALS and forward to Mrs Sam Poole, Finance Manager, Ermysted's Grammar School, Gargrave Road, Skipton, North Yorkshire, BD23 1PL.

Name of organisation	
Name of primary contact	
Address for correspondence	
Telephone (landline)	
Telephone (mobile)	
Email	
Purpose of hire / event	
Dates and times required	
Charge	£0.00 (Pounds).

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The Memorial Hall comprises the Memorial Hall, stage, catering facilities and toilets all accessible through various designated entrances (collectively the "Memorial Hall"). The organiser is asked to take responsibility for the conduct and behaviours of those using the Refectory and to ensure compliance with the Standard Terms and Conditions, in particular:

- 1. Any accidents of whatever nature and however caused must be reported immediately to the member of the School's Site Team on duty and subsequently in writing to Mrs Sam Poole, Finance Manager.
- 2. Any hazards or potential hazards must be reported to the member of the School's Site Team on duty and/or the Site Manager, Mr Alan Coney, (mobile 07745 149385 prior to use of the Refectory commencing).
- 3. To acquaint himself/herself with the first aid equipment and its limitations in respect of the particular use by the Organisation hiring the Memorial Hall.
- 4. The Organisation to ensure that it has its own public liability insurance cover for the particular use of the Memorial Hall this must be provided to the School Business Leader and acknowledged as satisfactory in writing before any hire commences.
- 5. Any damage caused to the Memorial Hall, the equipment within it, or any other part of the School's grounds and premises which occurs during or as a result of their use by the Organisation will be the personal responsibility of the Organiser (primary contact as identified on the Agreement) and/or any other individual named on the Agreement as representing the Organisation.
- 6. To ensure that the Memorial Hall is left in a clean and tidy condition after use and that litter and rubbish are removed from the School site and furniture replaced to its original position in the Memorial Hall.
- 7. To ensure that full supervision is provided at all times during the period of hire and, where applicable, that those in charge of the use are appropriately qualified.
- 8. To be personally liable to pay for the contracted booking(s) irrespective of whether all those bookings are taken up.
- 9. To notify any cancellation of any booking to Mrs Sam Poole and Mr Alan Coney by telephone via the main School Office (phone 01756 792186) and by email to lettings@ermysteds.uk, and giving at least seven days' notice in writing in which event no charge will be made for that booking.
- 10. Not to permit the Memorial Hall and School grounds to be used for any purpose other than as specified on this booking form.
- 11. To only allow food or drinks provided by the Organisers to be consumed in the Memorial Hall and to ensure that any litter or debris is cleaned away from the Memorial Hall, toilets and kitchen at the end of the booking.
- 12. To enforce the prohibition of smoking anywhere within the Sports Hall or elsewhere on the School site.
- 13. Not to allow more than [] people in the Memorial Hall during the event.

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Please note that the School reserves the right in its absolute discretion to cancel letting arrangements without notice if necessary. This will only be done in exceptional circumstances.

The School also reserves the right to impose an additional fee if appropriate to cover the cost of any damage, repairs, breakages, additional cleaning which might be found to be necessary after the hire.

I, (the Organiser) agree to abide by, observe and perform the terms and conditions of hire as set out on this booking form.

Signed:

Name:

Date :

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BOOKING FORM / HIRE AGREEMENT SPORTS HALL

Please complete the following in BLOCK CAPITALS and forward to Mrs Sam Poole, Finance Manager, Ermysted's Grammar School, Gargrave Road, Skipton, North Yorkshire, BD23 1PL.

Name of organisation	
Name of primary contact	
Address for correspondence	
Telephone (landline)	
Telephone (mobile)	
Email	
Purpose of hire / event	
Dates and times required	
Charge	£0.00 (Pounds).

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The Sports Hall comprises the Sports Hall, changing facilities and toilets all accessible through the single designated entrance (collectively the "Sports Hall"). The organiser is asked to take responsibility for the conduct and behaviours of those using the building and to ensure compliance with the Standard Terms and Conditions, in particular:

- 1. Any accidents of whatever nature and however caused must be reported immediately to the member of the School's Site Team on duty and subsequently in writing to Mrs Sam Poole, Finance Manager.
- 2. Any hazards or potential hazards must be reported to the member of the School's Site Team on duty and/or the Site Manager, Mr Alan Coney, (mobile 07745 149385 prior to use of the Refectory commencing).
- 3. To acquaint himself/herself with the first aid equipment and its limitations in respect of the particular use by the Organisation hiring the Sports Hall.
- 4. The Organisation to ensure that it has its own public liability insurance cover for the particular use of the Sports Hall this must be provided to the School Business Leader and acknowledged as satisfactory in writing before any hire commences.
- 5. Any damage caused to the Sports Hall, the equipment within it, or any other part of the School's grounds and premises which occurs during or as a result of their use by the Organisation will be the personal responsibility of the Organiser (primary contact as identified on the Agreement) and/or any other individual named on the Agreement as representing the Organisation.
- 6. To ensure that the Sports Hall is left in a clean and tidy condition after use and that litter and rubbish are removed from the School site and furniture replaced to its original position in the Sports Hall.
- 7. To ensure that full supervision is provided at all times during the period of hire and, where applicable, that those in charge of the use are appropriately qualified.
- 8. To be personally liable to pay for the contracted booking(s) irrespective of whether all those bookings are taken up.
- 9. To notify any cancellation of any booking to Mrs Sam Poole and Mr Alan Coney by telephone via the main School Office (phone 01756 792186) and by email to lettings@ermysteds.uk, and giving at least seven days' notice in writing in which event no charge will be made for that booking.
- 10. Not to permit the Sports Hall and School grounds to be used for any purpose other than as specified on this booking form.
- 11. Not to allow food or drinks to be consumed in the Sports Hall and to ensure that any litter or debris is cleaned away from the Sports Hal at the end of the booking.
- 12. To enforce the prohibition of smoking anywhere within the Sports Hall or elsewhere on the School site.
- 13. Not to allow more than [] people in the Sports Hall during the event.

Please note that the School reserves the right in its absolute discretion to cancel letting arrangements without notice if necessary. This will only be done in exceptional circumstances.

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The School also reserves the right to impose an additional fee if appropriate to cover the cost of any
damage, repairs, breakages, additional cleaning which might be found to be necessary after the hire.
I, (the Organiser) agree to abide by, observe and perform the terms and conditions of hire as set out on this

Signed :

Name :

Date :

booking form.

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BOOKING FORM / HIRE AGREEMENT REFECTORY

Please complete the following in BLOCK CAPITALS and forward to Mrs Sam Poole, Finance Manager, Ermysted's Grammar School, Gargrave Road, Skipton, North Yorkshire, BD23 1PL.

Name of organisation	
Name of primary contact	
Address for correspondence	
Telephone (landline)	
Telephone (mobile)	
Email	
Purpose of hire / event	
Dates and times required	
Charge	£0.00 (Pounds).

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The Refectory comprises the Refectory, catering facilities and toilets all accessible through various designated entrances. The organiser is asked to take responsibility for the conduct and behaviours of those using the Refectory and to ensure compliance with the Standard Terms and Conditions, in particular:

- 1. Any accidents of whatever nature and however caused must be reported immediately to the member of the School's Site Team on duty and subsequently in writing to Mrs Sam Poole, Finance Manager.
- Any hazards or potential hazards must be reported to the member of the School's Site Team on duty and/or the Site Manager, Mr Alan Coney, (mobile 07745 149385 prior to use of the Refectory commencing).
- 3. To acquaint himself/herself with the first aid equipment and its limitations in respect of the particular use by the Organisation hiring the Refectory.
- 4. The Organisation to ensure that it has its own public liability insurance cover for the particular use of the Refectory this must be provided to the School Business Leader and acknowledged as satisfactory in writing before any hire commences.
- 5. Any damage caused to the Refectory, the equipment within it, or any other part of the School's grounds and premises which occurs during or as a result of their use by the Organisation will be the personal responsibility of the Organiser (primary contact as identified on the Agreement) and/or any other individual named on the Agreement as representing the Organisation.
- 6. To ensure that the Refectory is left in a clean and tidy condition after use and that litter and rubbish are removed from the School site and furniture replaced to its original position in the Refectory.
- 7. To ensure that full supervision is provided at all times during the period of hire and, where applicable, that those in charge of the use are appropriately qualified.
- 8. To be personally liable to pay for the contracted booking(s) irrespective of whether all those bookings are taken up.
- 9. To notify any cancellation of any booking to Mrs Sam Poole and Mr Alan Coney by telephone via the main School Office (phone 01756 792186) and by email to lettings@ermysteds.uk, and giving at least seven days' notice in writing in which event no charge will be made for that booking.
- 10. Not to permit the Refectory and School grounds to be used for any purpose other than as specified on this booking form.
- 11. To only allow food or drinks provided by the Organisers to be consumed in the Refectory and to ensure that any litter or debris is cleaned away from the Refectory, toilets and kitchen at the end of the booking.
- 12. To enforce the prohibition of smoking anywhere within the Refectory.
- 13. Not to allow more than 320 people in the Refectory during the event.

Please note that the School reserves the right in its absolute discretion to cancel letting arrangements without notice if necessary. This will only be done in exceptional circumstances.

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The School also reserves the right to impose an additional fee if appropriate to cover the cost of any damage, repairs, breakages, additional cleaning which might be found to be necessary after the hire.

I, (the Organiser) agree to abide by, observe and perform the terms and conditions of hire as set out on this booking form.

Signed:

Name:

Date :

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LIST OF CHARGES FOR HIRE OF FACILITIES

Location	Facility	Charge (£) (per hour)
Memorial Hall	Auditorium including stage and seating	40.00
Sports Hall	Suitable for five-a-side football, cricket nets, basketball, badminton etc	30.00
Refectory	Auditorium equipped with tables and chairs	30.00
Refectory (including catering facilities)	As above but with limited use of specific kitchen equipment (by negotiation)	40.00
Food Technology		30.00
Classroom	Rooms equipped with tables, chairs and access to projector and whiteboard	15.00
Playing field	Open space for games and recreation	20.00

Where a regular hiring is agreed throughout a twelve month period (calendar year or academic year) a discount may be offered against the published charge.

LIST OF ADDITIONAL CHARGES

Cancellation	
Evening staffing	
Weekend staffing	
Additional cleaning	

Weekend lettings are subject to staff availability and will incur additional charges to cover the cost of additional staffing and cleaning.

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