



**KING JAMES'S SCHOOL**  
KNARESBOROUGH



Boroughbridge,  
North Yorkshire

### **Hire of FEDERATION PREMISES TERMS & CONDITIONS**

King James's School and Boroughbridge High School require all hirers to read, understand, and agree to these Terms and Conditions of Hire prior to using the school premises.

By confirming a booking and/or making payment, the Hirer acknowledges that they have read, understood, and agree to be bound by these Terms and Conditions.

The individual making the booking confirms that they have the authority to enter into this agreement on behalf of themselves and/or the organisation they represent.

A booking shall only be confirmed once accepted by the School and, where applicable, payment has been received in accordance with the stated payment terms.

Electronic acceptance of these Terms and Conditions, including via online booking systems, shall be deemed legally binding.

These T&C can be read and accepted through BookingsPlus, electronically.

#### **Appendix 1 Conditions for the Hire of School Premises**

#### **Appendix 2 VAT on lettings**

Please email completed forms to [hire@king-james.co.uk](mailto:hire@king-james.co.uk) or [lettings@boroughbridgehigh.com](mailto:lettings@boroughbridgehigh.com)

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## **Appendix 1: Conditions for the Hire of School Premises**

### **1 School Responsibilities**

- Ensuring all required rooms are available, along with all necessary equipment and furniture on the agreed date(s).
- Ensuring school staff are contactable for the duration of the letting and the site is opened and closed.
- Ensuring school staff have emergency contact details and fully understand the emergency plan processes.
- Ensuring day-to-day Health and Safety of the school staff/visitors/site is maintained at all times.
- Ensuring the security of the site at all times.
- Ensuring all steps are taken to implement safeguarding checks for bookings with children under the age of 18.
- Ensuring the school complies with the Equality Act 2010.
- The School reserves the right to refuse, cancel, amend or decline any booking where, in its reasonable opinion, operational, staffing, safeguarding, maintenance, financial, or other business requirements make the booking unsuitable or impractical.
- During school holiday periods, the School may require minimum booking levels or sufficient demand to justify site opening and staffing costs. The School reserves the right to decline bookings that are not economically viable to accommodate.
- Obtaining written confirmation from the Hirer that all relevant safer recruitment and vetting checks, including Enhanced DBS checks where required, have been completed for all personnel engaged in activities involving children or vulnerable adults.

### **2 Applicant Responsibilities**

- Ensuring compliance with the conditions of hire below.
- Ensuring the room is appropriate for need before their first booking.
- Ensuring if the activity involves children and/or vulnerable adults all DBS checks are in place & provide a letter of assurance to the school. – (Note that under wider KCSIE 2026 changes, the "supervision exemption" for volunteers has been removed. Anyone volunteering in a regulated activity (even if supervised) now requires an enhanced DBS with barred list check.)
- Ensuring if the activity involves teaching/coaching all relevant insurance, DBS checks and coaching certificates are in place. These must all be uploaded to client dashboard prior to booking.
- To report any incidents to the staff on duty and the lettings team on [hire@king-james.co.uk](mailto:hire@king-james.co.uk) or [lettings@boroughbridgehigh.com](mailto:lettings@boroughbridgehigh.com) as soon as possible.
- To understand the emergency procedures and the evacuation plan of the school, in order to implement their own, appropriate emergency plan, and ensure all attendees are fully aware of this plan.
- Comply at all times with the Health and Safety requirements of the School.
- Maintain a register of attendees while complying with UK GDPR / Data Protection Act
- Ensuring appropriate arrangements are in place to welcome all attendees, direct them to the booked facility, and inform attendees of the parking arrangements.
- Ensuring your club / organisation complies with the Equality Act 2010.
- The Hirer must not exceed the maximum occupancy of any facility. The school reserves the right to terminate an event where occupancy limits are exceeded.

### **3 Payment Procedures**

Payment **must** be made in full before the facility can be hired. Invoices are generated monthly in advance. Payment options available are Card or BACS.

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- **Card Payments**

Payment must be made before the facility can be hired. Where the booking is for more than one occasion, invoices can be issued monthly and payment must be made at least 5 days in advance of the first occasion of the month. Card payments are to be made online through our secure payment provider Stripe - please follow the payment link at the foot of your electronic invoice. Proof of payment will be available on your online BookingsPlus account.

- **BACS Payment**

To make a BACS payment the relevant box must be ticked on the application form. Payments must be made **6 working days** before the letting to allow the payment to be fully processed.

- **Late or Non-Payment**

The School understands that, on occasion, payments may be delayed due to genuine administrative or banking issues. Any extension to the payment deadline is entirely at the School's discretion and should not be regarded as a waiver of these Terms and Conditions.

If payment has not been received within 30 calendar days of the invoice due date (or before the date of the first booked session, whichever is sooner), the School reserves the right to:

- suspend or cancel any future bookings or lettings without further notice;
- refuse to accept any new bookings from the hirer until all outstanding amounts have been paid in full;
- require payment in full in advance for all future bookings;
- recover any outstanding sums through appropriate debt recovery procedures or legal action where necessary.

The Hirer remains liable for all outstanding charges, regardless of whether future bookings are suspended or cancelled as a result of non-payment.

The School reserves the right to withdraw any payment concessions offered to the Hirer and to require all future invoices to be settled prior to the issue of access to the hired facilities.

**Interest and Recovery of Outstanding Sums:** The School reserves the right to charge interest on overdue invoices. For **commercial hirers** (including businesses, clubs, organisations and other non-private hirers), interest may be charged in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, unless otherwise agreed in writing.

For **private hirers**, the School reserves the right to charge interest on overdue invoices at a rate of 4% per annum above the Bank of England base rate, calculated on a daily basis from the payment due date until payment is received in full.

Where the School is required to take legal or debt recovery action to recover any outstanding sums, the Hirer shall be liable for all court fees, debt recovery charges and legal costs incurred by the School to the extent that such costs are recoverable by law.

## **4 Hirer Responsibilities**

### **4.1 Liability and Indemnity**

The School grants facilities for public use on the express condition that those responsible for hiring the rooms undertake to conduct the event with propriety and accept liability for any damage incurred. The School has insurance cover for liabilities it incurs as a result of lettings, but personal accident insurance and any liabilities incurred by the hirer are the responsibility of the hirer.

Hirers from organisations, clubs, or official teams, must hold public liability insurance to operate on School premises. Evidence of this can be uploaded to your Client Dashboard or sent to the Lettings Manager. The school reserves the right to refuse access to our facilities if we deem the insurance inadequate, or it is not provided.

Private hirers (e.g. birthday parties and private events) are exempt from this requirement; however, they remain fully liable for any injury, loss, or damage arising from their use of the premises.

Any damage arising from the hiring of School premises will be repaired by the School and charged to the hirer. Hirers must indemnify the school against all actions, claims, demands, losses, costs, damage, and expenses arising out of use of School premises.

Hirers must inform the school of any new damage they notice or cause to equipment at the earliest possibility.

### **4.2 Safeguarding, DBS Checks, & Child Protections**

Hirers must comply with all UK safeguarding legislation and the School safeguarding policy. Where activities involve children or vulnerable adults, all organisation must have relevant DBS checks, supervision, and training. Organisations must appoint a Designated Safeguarding Lead (DSL) who has undertaken safeguarding and child protection training (including online), a copy of the certificate must be uploaded with the relevant documentation. The School retains the right to check the identity of the hirer's staff upon their arrival on the premises.

Evidence of this must be uploaded to the client dashboard or provided via email to the school. Any safeguarding concerns fall to the organisation lead, organisation safeguarding officer, director, coach, or business owner. These must be reported immediately to the school via [hire@king-james.co.uk](mailto:hire@king-james.co.uk), [dsl@king-james.co.uk](mailto:dsl@king-james.co.uk), or [lettings@boroughbridgehigh.com](mailto:lettings@boroughbridgehigh.com).

Failure to comply may result in suspension or termination of the booking, and where appropriate, referral to the police, local authority, DBS, or other relevant regulatory bodies. Further information can be found in section 10.

### **4.3 Damages and Littering**

Hirers will be held responsible for any damage to premises or property which occurs during or as a result of their use and should satisfy themselves that the accommodation and furnishings requested are suitable for the purpose required. Furniture may not be moved by the hirer. Hirers must ensure that premises and grounds are left in a clean and tidy state after their use and that all litter is removed. Expenses incurred to rectify poor cleaning or littering will be borne by the hirer. Hirers must also comply with the conditions set out in clauses 4.7 and 4.8 regarding booking times and the use of school equipment.

### **4.4 The School Prohibits**

The following are prohibited on School premises:

- Use on floors of polishing matter other than chalk
- Gambling
- Screws, nails, or similar articles being driven into any part of the School's property
- Sale or consumption of intoxicants unless authorised in writing by the Business Manager

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- Loitering at entrances, corridors, or playgrounds
- Smoking and vaping

#### 4.5 Restrictions

Hirers are not permitted to use or enter accommodation other than that stated on the permit.

#### 4.6 Supervision and Responsibility

Hirers must ensure full supervision during lettings, especially on playing fields. The School will not be responsible for any claims arising from negligence on the part of hirers or their supervisors.

#### 4.7 Booking Confirmation, Times and Access

- All bookings must be confirmed on the client dashboard to be applicable.
- All bookings are scheduled to begin and end strictly on the hour. Hirers and their participants are not permitted to access the facilities before the official start time, including for setup. All set-up, set-down, packing away, and vacating must be completed within the booked period. Activities must cease in sufficient time to allow for equipment removal and departure by the end of the hour. Entry before or departure after the booked time may incur additional charges and/or restrictions on future bookings.
- If a hirer fails to confirm their booking in time, the school reserves the right to charge for any costs already incurred, including staffing or caretaker arrangements, even if the hirer subsequently does not use the facilities.

#### 4.8 Use of School Equipment

Where the School's equipment is used as part of a booking, hirers are responsible for ensuring all items are properly cared for and returned to the designated storage area immediately after use. Failure to return equipment appropriately or to leave the facilities in a satisfactory condition may result in additional charges, formal written compliance warnings being placed against the hirer's account, and potential suspension or termination of future hire privileges.

#### 4.9 Equipment Brought in by Hirers

All equipment brought onto the premises must be removed immediately after use. Electrical equipment should not be used unless PAT-tested. Items left or stored on the premises are at the owner's risk. The School cannot accept responsibility.

#### 4.10 Licensing

Where the premises are used for any activity requiring a licence, including but not limited to public performances, the Hirer is responsible for obtaining and complying with all relevant licensing requirements.

The School holds a licence with PRS for Music; however, this does not extend to cover hirers under a PPL licence. Where recorded music is played, the Hirer is responsible for ensuring that they hold an appropriate PPL licence, as required. PPL licences must be obtained by the individual organisation or group using the music, as they are not covered by the School's licence.

The Hirer shall be responsible for securing any other licences, permits, consents, or permissions required in connection with their use of the premises. This includes, but is not limited to, licences relating to music, entertainment, alcohol sales, temporary event licences, gaming, gambling, broadcasting, or any other regulated activity.

Where alcohol is sold rather than supplied free of charge the Hirer shall obtain any Temporary Event Notice (TEN) or licensing permissions required by law.

The Hirer agrees to indemnify the School against any liability, loss, or expense arising from failure to obtain or comply with the necessary licences. The school can assist in guiding clients to the relevant licences should they require.

#### 4.11 Car Parking

Parking facilities, where available, are at the owner's risk. Vehicles must only use designated areas; grassed areas, pedestrian walkways, and yellow cross-hatching must be avoided. Disabled bays are reserved for badge holders only. Whilst in the car park, Hirers must ensure that noise levels are kept to a reasonable level. Amplified music, idling car engines, horns (unless for emergency use), are not permitted within the car park.

The school reserves the right to monitor and report vehicles for inappropriate parking on either the emergency access cross hatching, the pavement, across walkways, or in front of other vehicles. Club organisers are responsible for informing their clients, parents, visitors about the car parking guidelines and enforcing it if necessary.

- Vehicles must only be parked in designated parking areas.
- Parking on grassed areas or in marked disabled bays without authorisation is prohibited.
- Please respect areas marked with yellow lines as access routes.
- The lead client is asked to implement and communicate this to their group, parents, taxi drivers etc.

#### 4.12 Breach, Cancellation, and Right to Refuse / Remove

Failure to comply with the School conditions may result in refusal of future bookings or additional charges.

The School reserves the right to terminate any booking immediately without refund for:

- safeguarding breaches
- illegal activity
- serious misconduct

The School also reserves the right to cancel lettings without notice if the premises are required for statutory purposes such as elections or examinations, or if deemed necessary by the Head or Business Manager. Grounds may be closed if considered unfit for use. Where the School cancels a booking other than for breach of these Terms by the Hirer, any fees paid for the affected booking shall be refunded. The refund shall be the Hirer's sole remedy.

In addition, the School shall not be liable for any loss, damage, or expense incurred by the hirer as a result of cancellation due to circumstances beyond the School's reasonable control, including but not limited to severe weather, power failure, industrial action, emergency closure, or other events of Force Majeure. The School shall not be liable for any indirect, consequential, or economic losses arising from cancellation.

The School reserves the right to refuse entry to, or require the removal of, any person whose behaviour is deemed inappropriate, unsafe, or in breach of these conditions.

#### 4.13 Cancellation by the Hirer

Hirers can cancel bookings via the Client Dashboard on the KJS Lettings website - <https://king-james.schoolbookings.co.uk/>. Clients at BHS can cancel bookings via the Client Dashboard on the BHS Lettings website – <https://boroughbridge-high.schoolbookings.co.uk>.

Clients can also notify the school in advance of any cancellation either via email or telephone. If the booking is cancelled with less than 24 hours, the full cost of the letting will be applied.

#### 4.14 Subletting and Transfer of Hire

The Hirer must not sublet, assign, or transfer the booking to any other individual, group, or organisation without prior written consent from the School.

The Hirer remains fully responsible for the booking and compliance with these conditions at all times.

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#### **4.15 Use of Premises**

Hirers and participants may only use the rooms and areas allocated in the hire agreement.

Preparing beverages and food must be specified in the hire agreement and supervised by the Hirer or other responsible persons. Food cannot be taken into the indoor facilities such as the Sports Hall, gyms, or classrooms without this being specified in the agreement.

Any equipment required must be included in the hire agreement and used under appropriate supervision.

Hirers must ensure that their activity does not interfere with the normal operation of the school or other users of the premises.

#### **4.16 Smoking**

We operate a NO SMOKING & NO VAPING policy throughout the school and grounds.

#### **4.17 Alcohol**

Alcohol must not be consumed or brought on site without prior agreement with the Business Manager.

#### **4.18 Additional Services and Charges**

The Hirer agrees that the school may, at the discretion of the Lettings Manager or Business Manager, provide additional services not included in the original hire agreement.

Such additional services may include, but are not limited to, extra staffing, car parking support, equipment hire, cleaning, security, caretaker support, or facility modifications.

The School reserves the right to charge for additional cleaning, repairs, staffing, security, energy use or administrative costs arising from the Hirer's use of the premises. The Hirer shall be notified of any additional charges in advance where reasonably possible and agrees to pay such charges promptly.

Failure to pay for additional services may result in the withholding of future bookings or termination of the current hire agreement.

#### **4.19 Data Protection**

The Hirer shall comply with all applicable data protection legislation, including the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018.

The Hirer is responsible for obtaining any necessary consents and providing any privacy notices required in connection with its activities on School premises.

The School and the Hirer shall each act as independent Data Controllers in relation to any personal data processed for their own purposes.

#### **4.20 – Lost property**

The School accepts no responsibility for any loss, theft or damage to personal belongings, equipment, vehicles or other property brought onto School premises by the Hirer or any participant, visitor or spectator.

## **5 Fire Safety and Emergency Procedures for Hirers**

On entering the building, the hirer must examine the Fire Regulations posted at the fire alarm point nearest to the accommodation to be used and ensure that these are understood and where running an activity, all participants are fully aware of the nearest exit points.

In the event of a **fire** follow the **FIRE DRILL** procedures indicated on posted notices. All booking Leads must have their own emergency plan for their group to work alongside the schools. Ensure you agree a designated assembly point with your group.

Any suspicious incidents should be reported immediately to the staff on duty and, if necessary, the Police.

In the event of an accident or incident:

- In the event of an accident follow First Aid procedures. Call 999 immediately if serious.
- Inform the Duty Caretaker as soon as possible or contact the Lettings Manager on 07443454304, (please only use this number in emergencies).
- Clubs, organisations and teams should have a designated First Aider as part of their team. The school does not provide first aid services.
- Any private groups that do not include a qualified first aider must call 999 in all emergencies.
- Record all accidents, including names and addresses of witnesses where possible.
- Do not move or touch school equipment involved in the accident until examined by a school representative.

In the event of any other **emergency**, immediately inform the Duty Caretaker. If it is felt necessary, evacuate all your party from the area to a safe place. **DO NOT** return to the building until you are assured that it is safe to do so by the Duty Caretaker or Officer in charge.

Please report any damage or fault to buildings or equipment to the Duty Caretaker and [hire@king-james.co.uk](mailto:hire@king-james.co.uk) or [lettings@boroughbridgehigh.com](mailto:lettings@boroughbridgehigh.com)

Do not prop open or use Fire Doors as exits / entrances.

## **What to do if you are worried about a child:**

## **6 Safeguarding commitment and procedures**

King James's and Boroughbridge High School Federation are committed to safeguarding and ensuring the welfare and safety of all children. We expect all staff, Governors and volunteers using our site to share this commitment and ensure that everyone is aware of their safeguarding responsibilities.

In accordance with the Statutory Guidance for Schools and Colleges, we are dedicated to:

- protecting children from maltreatment;
- preventing impairment of children's mental and physical health or development;
- ensuring that children grow up in circumstances consistent with the provision of safe and effective care;

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- and
- taking action to enable all children to have the best outcomes.

Where there are significant immediate concerns about the safety of a child, you should contact the police on 999.

Everyone has a responsibility to refer a child when it is believed or suspected that a child:

- Has suffered significant harm and /or;
- Is likely to suffer significant harm and/or;
- Has developmental and welfare needs which are likely only to be met through provision of family support services (with agreement of the child's parent).

If you believe the situation is urgent but does not require the police, please call 0300 1312131 to speak to the Local Authority Safeguarding Team or Emergency Duty Team out of hours. A written referral using the universal referral form must be completed and submitted within 24 hours of your telephone call. [Follow this link for more information.](#)

Familiarise yourself with and follow your organisation's safeguarding policies and procedures to record and report issues appropriately. Alternatively, if you are a private hire, please pass all concerns onto the Duty Caretaker in the first instance or email [hire@king-james.co.uk](mailto:hire@king-james.co.uk) or [lettings@boroughbridgehigh.com](mailto:lettings@boroughbridgehigh.com)

If you have any concerns that a young person is at risk of harm or if there is an allegation against a member of staff/volunteer contact the school office on 01423 866061 and ask to speak to our Designated Safeguarding Lead, a member of the Designated Safeguarding Team or e-mail [dsl@king-james.co.uk](mailto:dsl@king-james.co.uk) to inform school. Alternatively call BHS on 01423 323540 or email their DSL at [dsl@boroughbridgehigh.com](mailto:dsl@boroughbridgehigh.com).

Further information and our child protection policy is available publicly via our [website](#) or a hard copy is available at School Reception.

The school asks that all commercial organisations have their own safeguarding policy and safeguarding lead. All relevant DBS for coaches, volunteers, teachers, staff, are to be uploaded to the client dashboard. Any changes in organisational structure should be updated as and when changes occur.

As per the DfE 'After-school clubs, community activities and tuition safeguarding guidance for providers' relevant pre-employment checks should be undertaken for volunteers.

## Safeguarding and Toilets

Safeguarding guidance from the Children Act 1989 & 2004, and the Keeping Children Safe in Education (KCSiE) statutory guidance requires that:

- Children cannot be left unsupervised in areas where staff cannot reasonably observe them.
- Access to toilets should be safe and monitored appropriately, without compromising privacy.
- Adults supervising children (staff, volunteers, or hirers) must not be in a position where allegations of abuse could reasonably occur.

We encourage all hirers, both private and commercial, to follow these practices below:

- Hirers should ensure that there is an adult responsible for escorting younger children to and from toilets. Toilets are located in areas where access can be appropriately supervised.

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- Separate facilities for adults and children should be used where possible

### Safeguarding and Photography

Hirers must not take photographs or record videos of children or vulnerable adults without prior written consent from the parent/guardian, in line with safeguarding policies. Any unauthorised photography or filming may result in termination of the hire agreement.

The school may take photographs or record video of events held on its premises for promotional or social media purposes. The School will obtain appropriate consent in accordance with its photography and data protection policies before publishing images of children. Hirers must ensure that all participants are aware of this policy, as the school may also record or film adult bookings for promotional purposes.

### Safeguarding and Unauthorised Persons

Hirers must ensure that only participants included in their booking are present in their booked facility. Any suspicious persons or individuals not associated with the booking should **not be challenged directly**. Instead, the Hirer must immediately inform the Duty Caretaker or any member of school staff, identifiable via a green KJS lanyard or blue BHS lanyard, and follow any instructions given. The school reserves the right to remove or refuse entry to any person.

## Appendix 2 VAT on lettings

Dear Hirer,

### RE: VAT on lettings

Where you are the hirer of sports and physical recreation facilities for a series of sessions, your supply is only VAT exempt when you either provide a valid VAT exemption letter issued to you from HM Customs & Excise, and you meet **ALL** the following conditions:

- 1. The series consists of 10 or more sessions.**
- 2. Each session is for the same sport or activity.**
- 3. Each session is in the same place**

A different pitch, court or lane, or different number of pitches, courts or lanes is acceptable.

- 4. The interval between each session is at least 1 day but not more than 14 days.**

The duration of the sessions may be varied, however there is no exception for intervals greater than 14 days through the closure of the facility for any reason.

- 5. The series is to be paid for as a whole and there is written evidence to the fact.**

This must include evidence that payment is to be made in full whether or not the right to use the facility for any specific session is actually exercised. *(Provision for a refund given by the provider in the event of the unforeseen non-availability of their facility would not affect this condition)*

- 6. The facilities are let out to a school, club, association or an organisation solely representing, and conducting the activity of, a club currently affiliated to the local league.**

### DOCUMENTARY EVIDENCE OF THIS MUST BE PROVIDED BY:

- 1) Copy of **paid receipt** issued by the sporting league as evidence of affiliation quoting affiliation reference number for the current season and name of registered club
- 2) The booking **must** be in the same name as the affiliated club.

- 7. The person to whom the facilities are let has exclusive use of them during the sessions.**

*It is the responsibility of the hirer to provide this evidence and if the evidence is found to be incorrect the hirer will be liable for any additional vat charges incurred.*

For further clarification and information please see the HRMC website.