



# **Community Users Handbook**

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## INTRODUCTION

This user guide has been produced as an information manual to assist with your dealings with the schools across OAK Multi-Academy Trust. It is also a point of reference to inform you of what you may expect from us and alternatively what we shall expect from you as users of our premises.

We have tried to make the information as easy as possible to understand but if there is anything you feel unsure about then please ask. We are here to be of help to you in any way we can and are open to suggestions for improvements.

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CEO

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## ACCIDENTS & FIRST AID

In the event of an accident occurring whilst on site, please report it immediately to the Premises Officer on duty and the Premises Officer will call the emergency services should this be necessary.

There is no legal requirement for the school to provide first aid facilities for the Hirer and school first aid resources are not available for lettings. Therefore, it is the Hirer's responsibility to make their own arrangements, including the provision of first aid training for supervising personnel and the provision of a first aid kit.

## ADDITIONAL FACILITIES

Should you require any additional items for your booking (e.g. overhead projector) these can be provided by prior arrangement. Please enquire with the individual school office for further details.

The Hirer should notify the school if they require the use of any equipment during the let. The Hirer should ensure that there is a competent person able to use the equipment, as demonstrated to a member of the school staff prior to commencement of the let.

## ALCOHOL / PREMISES LICENCE

The hirer shall be responsible for obtaining any public licenses necessary in connection with the booking and should confirm with the school the licenses they hold.

Regulated entertainment, public music, singing and dancing can only take place on premises which have a Premise's License authorising entertainment. Please check this with the individual school.

## ATTENDANCE

The Hirer shall not allow so many users into the premises as to exceed the capacity of the premises declared in the hiring agreement. Even if the stated capacity is not exceeded, the Hirer will not use the space provided in such a way as to create conditions of over-crowding or to impede safe and effective escape from the premises in an emergency

## BEHAVIOUR

The Hirer shall be responsible for ensuring the preservation of good order and the prevention of disorderly behaviour for the full duration of the letting and until the premises are vacated. The Hirer is responsible for ensuring these terms and conditions of use are observed and adhered with and for the effective supervision of the arrangements and activities on any Trust premises during the hire period.

## BOOKING & PAYMENT

Organisations seeking to hire the school premises should approach the Headteacher or School Lettings Administrator who will identify their requirements and clarify the facilities available.

All bookings are to be submitted to the individual school office on a signed official booking form where users will agree to adhere to the terms and conditions of hire. Notification of confirmation will be given in writing within 14 days of receipt. The school office will invoice the hirer.

Regular users from non-profit making groups with bookings for 10 weeks or more will be invoiced monthly in arrears. All accounts should be settled within 14 days upon receipt of invoice.

All other groups will be invoiced in advance and payment should be received within 14 days of any activity commencing. If payment is not received by the due dates, then the school, acting on behalf of the Trustees, reserves the right to cancel the booking.

Payments will not be refunded should the activity be cancelled within 14 days of the booking date by the hirer unless this is due to exceptional circumstances

## CAR PARKING

Subject to availability, the Hirer and other adults/visitors involved/attending the letting may use the school car parking facilities. Neither the school or the Trust will accept responsibility in terms of damage, theft or loss of any car left in the car park during the hire period. The Hirer is asked to arrange for users to park in designated areas only and not on grass or roadways. This information must be conveyed to any person who may attend an event/activity.

## COMPLAINTS PROCEDURE

In the event of a dispute or complaint, we ask that in the first instance you voice your concerns to the member of staff on duty, which is usually the Premises Officer. Your details and the nature of your complaint will be passed to a member of the Senior Leadership Team and will be dealt with as soon as possible.

## DAMAGE, LOSS OR INJURY

The Hirer warrants to the Trust Board that it has appropriate public liability insurance to cover all its legal liabilities for accidents resulting in injuries to persons (including all participants in the activity for which the premises are being hired), and/or loss of or damage to property, including the hired premises, arising out of the letting. The minimum

limit for this insurance cover is £5 million. The Hirer must produce the appropriate schedule of insurance cover before the letting can be confirmed.

Neither the school or the Trust Board will be responsible for any injury to persons or damage to property arising out of the activities undertaken and supervision thereof during the letting of the premises.

The school will inform the hirer of any areas within the scope of the letting arrangements where asbestos has been identified, if there is a foreseeable risk of potential damage arising from the specific hire use of the building.

Any damage, destruction or theft that occurs during the hire period in or to the premises, to the building, equipment or school property will be the responsibility of the Hirer and the Hirer shall pay to the school the cost of making good any such damage or loss.

Any damages or breakages must be reported to Academy staff at the first opportunity

#### **FIRE PROCEDURES/HEALTH & SAFETY INFORMATION**

The hirer will call the Fire Service (if school staff are not present and supporting the activity).

All users will evacuate the building via the nearest fire exit and muster at the designated point. Users must not re-enter the building until the “all clear” has been given. The Fire Service will give this.

All users of the premises should make themselves aware of the location of their nearest fire alarms, fire extinguishers, escape routes, fire exits and assembly point.

It is the responsibility of the hirer to dial 999 as soon as the alarm sounds. If the sounding of the alarm is a false alarm, please inform the Premises Officer immediately. **All user groups must ensure that a register has been taken and inform the Premises Officer immediately if there are any missing persons in your group.**

Once the Premises Officer is satisfied the premises are safe, the alarm will be silenced and you will be allowed back into the building.

Please see Appendix A for Health & Safety Information (page 14) and Appendix B for Health & Safety Information – Confirmation Form (page 16).

#### **LEARNERS WITH LEARNING DIFFICULTIES AND/OR DISABILITIES**

OAK Trust encourages all users to participate in the wide variety of activities on offer, whatever their ability. Our schools provide good disabled access for those people with

mobility difficulties. Any difficulty experienced in gaining access to any of our school facilities should be highlighted immediately. Please see Appendix C (page 17) Disability Discrimination Act 1995 and 2005 (DDA) for further details.

#### LOST PROPERTY

All lost property should be handed to the member of staff on evening duty so it can be claimed. All users are reminded that the Trust cannot be held responsible for any losses incurred whilst on site and care should be taken not to leave possessions lying around. Users of any sports facilities are reminded not to leave money/valuables in the changing rooms when playing sports.

#### PRICING POLICY

Suggested hire charges are reviewed annually with each academy by the Trust Estates Manager and approved by the Trust CFO. Actual price to be agreed with each academy upon booking. **All prices shown are per hour unless otherwise stated.**

<b>10 or more consecutive bookings</b>	<b>MONDAY – FRIDAY</b>	<b>SATURDAY</b>	<b>SUNDAY</b>
Hall	<b>£35.00</b>	<b>£45.00</b>	<b>£55.00</b>
Classroom	<b>£20.00</b>	<b>£25.00</b>	<b>£30.00</b>
Drama Studio	<b>£20.00</b>	<b>£25.00</b>	<b>£30.00</b>
Sports Hall (Primary) or MHS gym	<b>£30.00</b>	<b>£35.00</b>	<b>£50.00</b>
Classroom with computer usage	<b>£25.00</b>	<b>£35.00</b>	<b>£40.00</b>

<b>Less than 10 consecutive bookings</b>	<b>MONDAY – FRIDAY</b>	<b>SATURDAY</b>	<b>SUNDAY</b>
Hall	<b>£45.00</b>	<b>£75.00</b>	<b>£85.00</b>
Classroom	<b>£25.00</b>	<b>£40.00</b>	<b>£45.00</b>
Drama Studio	<b>£30.00</b>	<b>£40.00</b>	<b>£50.00</b>
Sports Hall (Primary) or MHS gym	<b>£40.00</b>	<b>£50.00</b>	<b>£65.00</b>
Classroom with computer usage	<b>£30.00</b>	<b>£42.00</b>	<b>£50.00</b>

\*Prices inclusive of VAT @ 20%

<b>Specific to Manor High School – Mon to Sun</b>	<b>Price</b>
Full building hire, 4 classrooms, sports hall & changing	Price on request *
Sports hall (4 courts with changing facilities)	£55 *
Badminton	£15 per court *
Classroom in Sports Hall building	£25 per classroom *
Football & Rugby pitches training	£22.00
Football & Ruby pitches (match play) over 18	£50.00 per game
Grass pitch youth 11x11 (match play) per game	£32.00 per game
Grass pitch junior 9x9 (match play) per game	£28.00 per game
Outside Tennis court/Netball court	£7.00
Athletics Track	£15.00

Additional Public Liability charges may apply. Please see Point 7 of the Indemnity and Conditions of Hire on page 10 of this booklet.

All prices include the general setting up and clearing away if required, but please remember that you will need to book extra time to allow for this. Setting up and clearing away for special events will be done by the Premises Officer on duty at the appropriate hourly rate, by arrangement. The charging period starts when the Premises Officer enters the building and only ends when the Premises Officer leaves the building.

Substantial one-off bookings may require a deposit of £300 at the time of booking on all casual bookings from profit making organisations, some or all of which may be retained in the event of breakages. The full deposit amount will be retained in the event of cancellation of the booking within 14 days of the date of the planned event.

#### POLITICAL PARTIES AND RELIGIOUS ORGANISATIONS

Political parties and religious organisations, where approved by the Trustees will be subject to the following regulations to ensure that the school remain neutral.

All activities shall be restricted to private and social events (e.g., discussion groups, committee meetings).

All lettings are subject to the conditions set out below:

No propaganda shall be displayed or distributed within the school and its grounds to members of the public or other students in the school. No attempt shall be made within the school to recruit membership.

The premises shall not be hired to the following organisations:

The National Front

The New National Front

The British Constitutional Movement

The British Movement

The League of St George

Column 88

The British National Party

Any other organisation which has racist aims.

The Trust may cancel any hiring if in its opinion the organisation for which the premises are hired has racist policies, regardless of the stated reason for hiring the building. In such an event the Trust shall incur no liability to the hirer whatsoever, other than the return of the fee paid in respect of such cancelled engagement.



#### SETTING UP AND CLEARING AWAY

The accommodation that you use will be set out for daytime school use. You may alter this arrangement to suit your needs but please inform us at the time of booking if this is required. Please remember that the time booked should include the time it will take to set up and clear away. Extra costs may be charged for delayed departure but we hope this won't be necessary by adhering to your booking times.

The hirer is not entitled to use or enter the premises other than the agreed times, unless prior arrangements have been made. The Hirer shall ensure that the premises are vacated promptly at the end of the letting. The Hirer is responsible for supervising any children taking part in an activity until a responsible adult collects them.

Fire exits must not be blocked or locked, nor should furniture, equipment, or other obstructions be placed in corridors. All scenery, costumes and drapes used for stage performances or the like should be of a fire-resistant material. The Hirer will ensure all facilities used are kept in a clean and tidy condition when in occupation. 38. The facilities must be left in the same condition as before the hire period. No food, rubbish or other belongings of the Hirer should be left on the premises. Waste refuse sacks should be used and can be deposited in the Academy's refuse bins/area. If additional cleaning is necessary, the Hirer will be charged accordingly.

#### SMOKING

OAK Trust operates the Government's Smoke free legislation which became law on 1<sup>st</sup> July 2007. No Smoking notices are displayed throughout the schools. The law states that it is against the law to smoke on these premises.

#### SUBLETTING

The Hirer shall not sub-let the premises to another person.

## OAK TRUST

### INDEMNITY AND CONDITIONS OF HIRE FOR SCHOOL PREMISES

The letting of any Trust premises by the local community is welcomed subject to the following conditions;

1. The Hirer shall be responsible for obtaining any licences and for completing any returns that may be required by the Performing Rights Society, Phonographic Performance Limited, The Copyright Licensing Agency Limited and all other similar bodies in connection with the hiring and the Hirer shall indemnify the Trustees against the consequences of the Hirer's failure to do so.

2. To pay a non-refundable deposit of 10 % of the hiring fee on the making the booking. On receipt of the deposit confirmation of the booking will be sent.

3. To pay the full fee or any balance not less than 28 days\* before the hiring is to take place. The school will invoice the Hirer. If payment is not made by the due date or if any of these conditions of hire are not complied with the Trustees reserve the right to cancel the hiring. (\*period of days may be increased/decreased)

4. During the period of hiring, the Hirer shall be responsible for all damages, losses, claims and costs arising out of their use of the premises and shall indemnify the Trust from and against any expense, liability, loss, claim or proceedings including claims for personal injury to or the death of any person whatsoever arising out of the course of, or caused as a result of the hiring except where due to the negligence of the Trust.

5. The Trustees may cancel any hiring if in their opinion the organisation by, or on behalf of which, the premises are hired has racist aims or policies regardless of the stated reason for the hiring of the premises. In such event the Trust shall not incur any liability to the Hirer whatsoever other than to return any hiring fee paid by the Hirer in respect of such cancelled hiring.

6. If the Hirer cancels the hiring of the premises for any of the dates specified in the application to hire form or booking confirmation, then the school will be entitled to retain the whole of the booking fee paid in respect of the cancelled hiring, provided always that if notice of the cancellation of a booking is received by the school at least 14 days prior to the hire date was to take place, then the Trustees may at their discretion repay to the Hirer an amount not exceeding 90% of the booking fee.

7. The Hirer is required to have adequate Public Liability Insurance in place for the use of any Trust premises. If the Hirer does not have adequate Public Liability Insurance there shall be an additional charge of 10% of the Hiring Fee plus 6% Insurance Premium Tax or a charge of £5 plus 6% Insurance Premium Tax whichever is the greater, to cover the Hirer for Public Liability Insurance. If you already have Public Liability Insurance or are covered by another policy, please tick the box below:

☐ I/We already have Public Liability Insurance

By ticking the box above, the Hirer acknowledges that they hold Public Liability Insurance through a reputable provider and a copy of your insurance certificate to be provided to the school. Once a copy has been received ONLY then will the additional fee be waived.

8. The Hirer agrees that if any provision of this hiring is or becomes illegal or invalid, it shall not affect the legality and validity of the other provisions and that if the Trustees choose not to enforce any provision this will not constitute a waiver of their right to do so in future.

9. To comply in full with the following conditions and with the Special Conditions in Clause 10 below (if any):

i) The Hirer shall ensure that the number of persons attending their hiring/function is reasonable having regard to the intended use and the type of persons likely to attend and in any event is within any maximum limits determined by the fire risk assessment or premises licence;

ii) The Hirer acknowledges that they have been supplied with Health and Safety Information for the premises to be hired and that as responsible persons they must carry out their own fire risk assessment for the premises hired and provide the Trustees with a copy;

iii) No preparation is to be applied to the floors of the premises and any spillages or any damage to the premises or injury to any person occurring during the hiring, must be reported to the Premises Officer/school as soon as possible. Any accident or injury must be recorded and the Hirer shall co-operate fully and assist the school in that connection;

iv) There must be no interference with school equipment during the hiring, any furniture moved must be placed back into position, the premises must be left in a clean and tidy condition and clear of all rubbish. Interference with any fixed installation or the removal of any fire or safety notices or equipment is not permitted;

v) No adjustment or interference with any central heating system is allowed;

vi) The premises shall be vacated at the end of the hiring time specified in the application to hire form or booking confirmation or at such later time as may be permitted by the school;

10. Special Conditions applicable to the hiring:

Intoxicants shall not be brought onto the premises whether for sale or otherwise without the prior written approval of the Trustees which may be given subject to the following conditions:

i) The consumption of alcohol without sale may be permitted subject to the Trustees being satisfied that excessive quantities of alcohol will not be made available;

ii) The use of the premises for the sale of alcohol and for various types of public entertainment is subject to the requirements of the Licensing Act 2003. If the sale of alcohol and/or the provision of any regulated entertainment is proposed to take place on the premises then it must be under the authority and conditions of the Premises Licence granted by the District or Borough Council.

iii) Where the sale of alcohol is intended then the control of the premises and the sale and supply of the alcohol must take place under the authority of a Personal Licence Holder who will be the Designated Premises Supervisor for that purpose. The Personal Licence Holder must produce their original licence to the Governors who will retain a copy for their records;

iv) The Hirer shall be responsible for establishing to the satisfaction of the Trustees whether or not the proposed hiring will require to be licensed and for obtaining, at their own expense, the necessary authority for the hiring to proceed. If the hiring is required to be licensed then the Trustees shall be entitled to require the Hirer to produce evidence that Temporary Event Notices have been given and the necessary authority obtained failing which the hiring will not take place.

#### Child Protection and Safeguarding

The Hirer shall ensure that where a booking involves activities aimed at/involving children, and/or the activity is positively supported by the school for the attendance of children, they have appropriate Safeguarding and Child Protection policies and procedures in place and that they themselves and those persons likely to have contact with children have provided photo ID and have been subject to enhanced DBS checks. The Hirer shall provide written evidence that all necessary safeguarding checks have been carried on all persons working with children and the school reserves the right to require the Hirer to produce evidence that enhanced DBS checks have been carried out on all persons.

Hirers will be signposted to the [‘keeping children safe in out-of-school settings: code of practice’](#).

The school will require a copy of the Hirer’s Safeguarding and Child Protection policies and reserve the right to impose any additional requirement they consider appropriate in connection with the hiring. This includes ensuring that persons who have contact with children undergo appropriate safeguarding training. The school will in turn provide the Hirer with a copy of its Safeguarding policy and ensure that the Hirer is in receipt of the relevant safeguarding contact details for the school. The Hirer (third party) must understand that all adults working with or on behalf of children have a responsibility to safeguard and promote their welfare. This includes a responsibility to be alert to possible abuse and to record and report concerns to staff identified with child protection responsibilities within the third party and school. Please note that the school’s policies and procedures will take precedence if the lease/letting takes place when school pupils are on site.

Where the school receives an allegation relating to an incident that happened when an individual or organisation was using the school premises for the purposes of running activities for children, it will follow its normal safeguarding procedures, including informing the LADO where necessary.

If for any reason the school is not satisfied with the safeguarding procedures and/or practices of the Hirer, then they reserve the right to cancel any hiring and there shall be no liability to the Hirer other than to refund any hiring fee or deposit paid.

### General

The school may cancel any hiring if the premises or any part thereof are rendered unfit or become unavailable due to unforeseen circumstances or are required for School/Education Curriculum purposes or are required for use as a Polling Station for a Parliamentary or Local Government election or by-election or as use as a covid 19 vaccination or test centre and there shall be no liability to the Hirer other than to refund any hiring fee or deposit paid for the cancelled hiring.

The Hirer must not do or allow anyone attending their hiring to do anything on the premises which is or may become a nuisance to the local community, the School or other hirers or to the occupiers of adjoining or neighbouring premises.

The Hirer shall be responsible for requiring any person causing such a nuisance to leave the premises. It is the Hirer's responsibility to ensure that the minimum of noise is made on arrival and departure.

The Hirer acknowledges that they do not have exclusive rights to occupy the School premises and that there may be other bookings/functions taking place.

The booking is personal to the Hirer and/or the organisation that they represent and they agree that they will not sublet any hiring without the written agreement of the school. The Hirer must not use the premises for any auction sale, trade, business or manufacture without the written agreement of the school or for any illegal or immoral act or purpose and the school reserve the right to cancel with immediate effect any booking where such use is taking or is intended to take place without refund of the hiring fee paid. (See also Appendix I (car boot sales) to Code of Practice No 6 Insurance).

The Hirer shall ensure that any electrical appliances brought onto the premises and used are to be in safe working order, be used in a safe manner and have been tested in accordance with current safety testing requirements (PAT).

The Hirer shall ensure that no animals (including birds) except guide dogs are brought onto the premises other than with the written agreement of the school.

All vehicles parked on the school premises are parked at the owners risk and no liability is accepted for damage to such vehicles or their contents.

It is the responsibility of the Hirer to ensure that their staff have been fully trained in the use of any equipment to be used during the letting and that at least one member of staff hold an up to date first aid certificate.

## Appendix A

### Hirings

#### Health & Safety Information

Thank you very much for showing an interest in hiring our facilities. To ensure your time spent on our premises is a happy and safe one, we would like to draw your attention to the following health and safety issues that become your responsibility during the hire period:

1. We will supply you with a generic risk assessment for the facilities you have hired (available on request), however it is your responsibility to amend these risk assessments, to take account of the activities you and your participants will be undertaking. You should submit a copy of your amended risk assessments with your hire form.
2. We will expect you to tour the premises prior to our final agreement to hire the facilities. During this visit we will familiarise you with the following:
  - Fire alarm points. (Use these to sound the alarm, if necessary, this will start a continuous fire alarm – you should also make a phone call to the emergency services in case the automatic system fails).
  - Fire evacuation procedures, routes, refuge point and assembly point.
  - Location of a telephone.
  - Location of the First Aid Kit, if applicable, or you will bring your own.
  - Toilet access.
  - Drinking water access.
  - Entrance and Exit access and security systems.
3. In accordance with the premises Fire Evacuation Plan, you will be required to:
  - Keep a register of people in the building and people who leave early.
  - Familiarise all participants with the position of a phone, fire alarm points, fire evacuation routes, fire refuge point and fire assembly point.
  - Ensure you have made specific arrangements to evacuate wheelchair bound participants from the building or to the fire refuge point.
  - You are also advised to carry out a practice evacuation of the premises to highlight any causes for concern.
4. Whilst we will endeavour to maintain the buildings and equipment within the Trust to very high standards, if you have cause for concern about the state of the building

or equipment, please ensure you report it immediately to our Premises Officer on duty so that the issue(s) can be rectified as soon as possible. Should you or any of your participants be involved in an accident on the site, you must inform the Premises Officer who may require you and/or your participants to complete an accident form.

**Data will be processed to be in line with the requirements and protections set out in the UK General Data Protection Regulation.**



## Appendix B

### Hirings

#### Health & Safety and Safeguarding Information – Confirmation Form

**Please complete the form below and return it with your hire forms and amended risk assessments.**

Name of organisation: .....

Name of Person in Charge: .....

Address: .....

.....

Telephone Number: ..... Mobile: .....

Email Address: .....

No	Issues/Items	Tick to indicate you have received information and/or instruction about these issues/items
1	Facilities Risk Assessment(s)	
2	Fire Alarm Points	
3	Fire evacuation procedures	
4	Evacuation routes	
5	Refuge Point	
6	Assembly Point	
7	Location of a telephone	
8	Location of the Premises Officer's Room and contact telephone number	
9	Location of the First Aid Kit (if applicable)	
10	Toilet access	
11	Drinking water access	
12	Entrance and Exit access and security systems	
13	Information about the requirements of the Fire Evacuation Plan	
14	Information about reporting damaged or faulty building infrastructure and/or equipment	
15	Information about reporting accidents	

Does the booking involve working with children? Yes/No

If yes, please complete the following table:

No	Item	Tick to confirm
16	You have shared your current safeguarding policy (or adopted from school) with the school and received the school's safeguarding policy	
17	Those with contact with children have verified ID, have been subject to Enhanced DBS and all necessary safeguarding checks and have had relevant safeguarding training	
18	You have read and understood 'Keeping children safe in out-of-school settings: code of practice'	

I have been made fully aware of my health and safety and safeguarding responsibilities for the hire of facilities at this site within OAK Multi Academy Trust.

Signature of person in charge: ..... Date: .....

**Data will be processed to be in line with the requirements and protections set out in the UK General Data Protection Regulation.**

## Appendix C

### **Disability Discrimination Act 1995 and 2005 (DDA)**

#### Rights of Access to Non-Educational Services

The DDA states that service providers must not discriminate against disabled people by:

- Refusing to provide or deliberately not providing any service which is provided to other members of the public;
- Providing a lower standard of service;
- Offering a service on less favourable terms;
- Failing to make adjustments to any practice or policy or procedure which makes it impossible or unreasonably difficult for disabled persons to make use of the services;
- Failing to make adjustments to a physical feature (e.g. one arising from the design or construction of a building or the approach or access to premises) which makes it impossible or unreasonably difficult for disabled persons to make use of a service;
- Refusing to give any hiring or permission to occupy premises to disabled persons;
- Making any such arrangements on terms which are discriminatory.

#### Provision of Non-Educational Services

The provision of non-educational services is covered by the new requirement and the following activities should generally be regarded as non-educational for the purposes of the DDA and complying with Part 3 service providers provision:

- Governors' annual meeting with parents;
- Admission and exclusion appeal hearings;
- Evening classes, parents evenings;
- Fund raising events organised by the PTA, e.g. car boot sales or dances;
- Use of school sports facilities by the local community;
- Hiring of the school accommodation to members of the public;
- Leisure time activities for children or adults without any element of any educational development.

The following services may be regarded as non-educational in their nature and it is advisable to treat these as being subject to the DDA, pending further clarification of the law.

- Governing Body Meetings
- Admission and Exclusion Appeal Hearings

## Responsibility for Complying with the DDA

Responsibility for complying with the rights of access rests with the service provider. In the case of hirings this could be:

- The Board of Trustees;
- The Local Governing Board
- The Local Authority;
- The Parent Teacher Association;
- A local club or association which has hired premises from the school