

COGNITA



QUINTON HOUSE SCHOOL

LETTINGS POLICY

UK
2021

Lettings Policy

General Statement:

The school regards the schools buildings and grounds as a valuable resource within the community and will make every reasonable effort to enable others to benefit.

Lettings will be provided to support the school in providing the best possible education for its pupils, the promotion of equality of opportunity and the community cohesion of the local area.

Definition of a letting

A letting may be defined as “any use of the school premises (buildings and grounds) by either a community group or a commercial organisation”. This may include some PTA events.

Priority for lettings

Some activities are not considered to be appropriate for lettings as they are either well provided for in the local area; are not deemed to be compatible with the ethos of the school or are not able to accommodate within the school facilities. This will reviewed on a case by case basis

Management

The responsibility for lettings is the Head, where appropriate the Head may delegate all or part of this responsibility to other members of staff. A record of lettings will be kept and include information on users, finance, incidents, accidents, enquiries and any lettings refused.

Considering applications for lettings

Organisations seeking to hire the school premises should approach the **Business Manager**. Details of charges and conditions of hire should be given.

A request form (attached as Appendix A) should be completed at this stage and a record of all enquiries should be kept. The **Business Manager** will decide on the application with consideration to:

- Interference of school activities
- The priority for lettings agreed by the school
- Third party approval by landlord
- The availability of the facilities and staff;
- The schools equal opportunities, health and safety and safeguarding policies;
- The health and safety considerations such as numbers of users, type of activity, qualifications of instructors etc.

If the Head has any concern about whether a particular request for a letting is appropriate or not, they will consult with Cognita School Support Centre – Operations Department.

Safeguarding

The schools safeguarding policy and procedures must be consulted and followed when dealing with external organisations that work with children or young people.

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Charges and Payment

The school is responsible for setting charges for the letting of school premises and will ensure that the school budget does not subsidise non-school activities and that all costs are recoverable.

The applicant will be required to pay the applicable charges in full prior to date of hire, and the letting will not be considered booked until payment is received.

The school will apportion costs in relation to premises managements, administration, equipment hire, cleaning, heating and lighting, insurance, profit, vat and deposits required.

Insurance

Cognita schools third party hirer liability policy covers the hirer against any claim made for injury and or damage to third parties as well as damage to the hired building as a direct result from the hire. The policy is designed to cover hirers for low risk one-off type hires, such as parents hiring the hall for birthday party or regular meeting/gathering for discussion purposes.

Cognita's Third Party Hirers Liability Policy is not designed to cater for any private activity groups or sports clubs, which are run on a commercial basis. Such groups should be asked to produce evidence of their own public liability insurance cover for a minimum of £5m, or £10m dependant on the activity. They should also produce evidence of their employers liability cover should this be applicable.

Health and Safety

Under the Health and Safety at Work etc Act 1974 the employer is responsible for the health and safety for employees and others who are on the premises. The school will follow the health and safety guidance below for all lettings:

- The school and the hirer must ensure that the premises are suitable for the intended use.
- The school and the hirer must agree the extent of the use of premises and equipment.
- The school will ensure that the hirer is competent to use any equipment provided by the school and that all equipment is in a safe condition.
- Electrical equipment provided by the hirer must have a current Portable Appliance Test Certificate.
- The school will ensure that the means of access and egress are safe for the hirer. The hirer must ensure that this is maintained during the letting.
- The school will advise the hirer of any known hazards prior to their letting commencing and will request that the hirer notify the school of any hazards during the letting.
- The hirer must ensure that the kitchen is restricted to authorised persons only (i.e. no children).
- The school will provide the hirer with details of emergency procedures e.g. action to be taken on discovering a fire, fire evacuation etc.
- A telephone must be available for emergency calls. The school may make a landline available to the hirer for use in an emergency or ensure that the hirer has access to a mobile.
- The school may agree for the hirer to use the school's first aid equipment. Alternatively the hirer must make suitable arrangements for first aid.
- An Accident and Incident Form must be completed by the hirer in the event of an accident or incident occurring on the premises.
- The school's site manager/caretaker will check that the premises have been left in a safe condition.
- Risk Assessments are completed and shared with relevant staff

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In addition to the above, the school will follow the health and safety guidance below for all repeat lettings:

- The hirer must have regard to the national standards of qualification, experience and competence of instructors/supervisors/coaches for sporting and other activities e.g. pool lifeguard qualification.
- The school may require the hirer to provide a risk assessment specific to the letting.
- A fire drill involving the hirer should be carried out periodically (at least every 6 months).
- The hirer is responsible for ensuring that a Personal Emergency Evacuation Plan (PEEP) is drawn up for anybody attending their session that has a physical or mental impairment which would affect their ability to evacuate in an emergency.
- The hirer must keep a register during their letting for use in an emergency evacuation.

Please refer to Cognita UK Schools- Third Party Hirer Health and Safety Checklist

Hire of Kitchen Facilities

A hire application which includes the use of the kitchen for food storage, production, assembly or service should be discussed with the school catering contractor before being approved. The school will consider a separate set of conditions, which will include specific details of the areas and equipment the hirer is permitted and not permitted to use.

All areas of the kitchen should be cleaned and left tidy after use, however the school catering contractor may request that their staff conduct another clean prior to commencing with normal food handling activities, at an additional cost.

Licensing Act – Alcohol, Music, Performance of Dance, Plays and Late night refreshment

A licence for any of the above activities is not necessary where a function is not open to the public. Thus weddings, private parties, or similar events are not licensable.

Any event where tickets are sold (i.e. a public event) or where any alcohol is sold (or is provided inclusive of a ticket price), requires a licence. This will normally be a Temporary Event Notice (TEN) which the hirer or the school must submit to the Local Authority's Licensing service.

Gambling Act

A hire application which involves gambling activities must be referred to the Local Authority's Licensing Service for advice on how to proceed.

Issuing a lettings contract/Conditions of hire

Once a letting has been approved, a letter of confirmation will be sent to the hirer enclosing a copy of the Conditions of Hire. The school must be in receipt of a copy of the Conditions of Hire signed by the hirer before a letting takes place.

The school have adopted the Conditions of Hire which are attached at Appendix B. All formal hiring of the schools premises, including those for which no charge is made, shall be properly documented. All hirers must complete a hire agreement and will receive a copy. The hire agreement is a contract which the school may legally enforce. No member of staff is allowed to vary the Conditions of Hire nor to deviate from the published charging policy without the prior consent of the school.

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Security and consideration of neighbours

The Head has authority to determine the security risk for each letting and will be responsible for allocating a continuous security presence or other control measure.

It is important that the school remains on good terms with its neighbours and local residents. Therefore we expect the hirer to ensure cars are parked in the permitted areas only and that individuals enter and exit the building quietly, especially for events taking place during the evening. Failure to do this, may result in the agreement being terminated.

Complaints procedure

A complaint about the school from someone letting the school premises should be dealt with by following the school's complaints procedure. Complaints by a third party about a letting should 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.

Review of Policy

The school will review the policy annually.

Appendix A

Cognita Schools Limited

Quinton House School

Enquiry form for the hire of School Facilities

(To be completed by the prospective hirer)

Proposed hirer's details:

Name of individual / club / organisation / group:

Address:

If booking on behalf of a club / organisation or group, please provide name and address of the individual making the booking:

Name:

Address:

Facilities required:

(Please tick all applicable boxes and state number required where shown)

Extra large hall (300 sq. m)	<input type="checkbox"/>		
Gymnasium	<input type="checkbox"/>		
Sports hall court/s	<input type="checkbox"/>	Number required	___
Classroom/s	<input type="checkbox"/>	Number required	___
Outdoor grounds	<input type="checkbox"/>	Number required	___
Grass pitch/es	<input type="checkbox"/>	Number required	___
Astroturf pitch/es	<input type="checkbox"/>	Number required	___

Date/s and time/s of hire:

From: am/pm* on [●dd/mm/yyyy]

To: am/pm* on [●dd/mm/yyyy]

[and thereafter every day/week/fortnight/month for a further ___ days/weeks/fortnights/months*]*

* delete as applicable

Number of people to be using the facilities:

Adults	Number	___
16 - 18 year olds	Number	___
Under 16's	Number	___

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Please provide brief details of the purpose/s for the hire of the facilities:

Please provide details of any special requirements for any individual who will be attending the facilities during the hire period:

I confirm that the hire of the school facilities is subject to availability and to the terms and conditions of any letter confirming the hire and the School's terms of hire.

Signed:

Print name:

Appendix B

Terms of Hire

YOUR ATTENTION IS DRAWN IN PARTICULAR TO THE CLAUSES HIGHLIGHTED IN BOLD BELOW.

Background and definitions

1. In exchange for Your paying Us the Hire Fee, We will provide the Facilities Hire to You on the Hire Date(s) set out in the Cover Letter.
2. The following definitions apply:
 - Agreement:** The agreement (comprising the Cover Letter and these Terms of Hire) under which You hire the Facilities.
 - Cover Letter:** the cover letter to which these Terms of Hire are attached setting out the particulars of the hire (such as price and the name of the Hirer). "Cover Letter" includes any Schedules listed in the Cover Letter.
 - Event Outside Our Control:** as defined in clause 8 below.
 - Facilities:** the facilities to be hired as set out in the Cover Letter including any of Our equipment used, or to be used, in connection with the Facilities.
 - Facilities Hire:** the provision of the Facilities by Us and Your use of them as set out in the Cover Letter.
 - Hire Dates:** the dates and times set out in the Cover Letter.
 - Hire Fee:** the charges payable by You for the Facilities Hire.
 - Hire Rules:** the additional rules which apply to the Facilities Hire. Hire Rules will be listed in the Cover Letter as a Schedule.
 - Licence:** the licence described in clause 21 below.
 - School IPR:** the School name [and crest,] any other intellectual property rights owned by Us or the School, or licensed by a third party to Us [or to the School], and any intellectual property rights in any materials, documents or items which We prepare or produce for You in connection with the Facilities Hire.
 - School:** Cognita Schools Ltd t/as [NAME], incorporated in England and Wales with company number 02313425 whose registered office is at Seebeck House, One Seebeck Place, Knowlhill, Milton Keynes, MK5 8FR.
 - School Grounds:** the land and buildings at the School which are owned, used or controlled by [the School and / or] Us, including all premises and land where Facilities are to be provided.
 - Visitor:** anyone You bring, invite or allow onto the School Grounds such as friends, family, guests, delegates or customers of Yours, and anyone who provides services for You such as caterers.
 - You:** the person or persons named as the "Hirer" on the Cover Letter.

Our obligations

3. We will carry out Our obligations under the Agreement with reasonable skill and care.
4. The Facilities will conform in all material respects with the description set out in the Cover Letter and be fit for any purpose for which the Facilities You have hired are normally and properly used.
5. In the unlikely event that the Facilities do not conform with the Agreement, please let Us know as soon as possible. We will (at Our option) provide You with a full or partial refund (depending on what is reasonable) or amend the Facilities so that they comply with the Agreement.
6. **Unless the Cover Letter provides otherwise, You must have insurance in place which indemnifies You against any claim by any person (including Us, any Visitor and any third party) in respect of any injury, loss or damage of or to any person or property which occurs on the School Grounds, or in the course of any use of the Facilities, and which results from, or arises out of, any act or omission of any person (including Us and any Visitor). At Our request, You must produce the insurance certificate and schedule of cover and the receipt for the premium for the full period of the Hire.**

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7. We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under the Agreement that is caused an Event Outside Our Control provided that We tell You that an Event Outside Our Control has happened.
8. An Event Outside Our Control means:
 - 8.1 any act, event, non-occurrence, omission or accident beyond Our reasonable control; and
 - 8.2 any of the following to the extent that it is beyond Our reasonable control: acts of God, flood, drought, earthquake, windstorm or other disaster; epidemic or pandemic or a realistic prospect of either; outbreak of Swine Flu, Avian Flu, or any similar disease; terrorist attack, civil war, civil commotion or riots; change in law; fire, explosion or damage; loss during transport; adverse weather conditions (including unusual temperatures); interruption or failure of utility service, including, but not limited to, electric power, gas or water; any labour dispute, including, but not limited to, strikes, industrial action or lockouts; non-performance by suppliers or subcontractors; or collapse of building structures, failure to obtain raw materials, failure of machinery, computers or vehicles.
9. Our obligations under the Agreement will be suspended for the period that the Event Outside Our Control continues, and We will extend the time to perform these obligations for the duration of that period. We will take reasonable steps to prevent an Event Outside Our Control from happening in the first place, to bring the Event Outside Our Control to a close or to find a solution by which Our obligations under the Agreement can be performed despite the Event Outside Our Control.
10. If We tell You that an Event Outside Our Control has happened then You may cancel the Agreement. Should this happen, You will still be liable for the Hire Fee save that We will make a reasonable deduction to the Hire Fee to reflect the proportion of the Facilities Hire which We could not provide as a result of the Event Outside Our Control.

Your obligations

11. You are responsible for all Visitors. This means that any obligation in the Agreement to do something, or not to do something, is an obligation on You to ensure that each Visitor does, or does not do, that thing.
12. You must pay the Hire Fee on the due date(s) for payment set out in Our invoice(s) unless they conflict with any payment dates set out in the Cover Letter (in which case any payment date in the Cover Letter will prevail). If the invoice or Cover Letter does not specify a due date for payment, or no invoice is raised, then the entire Hire Fee will be due before You start using the Facilities on the first Hire Date.
13. If You fail to make any payment due to Us by the due date for payment, We may charge interest to You on the overdue amount at the rate of 4% a year above the base lending rate of HSBC Bank plc from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay Us interest together with the overdue amount.
14. The Hire Fee includes any VAT which is payable.
15. Without limiting any other remedies or rights that We may have, if You do not pay the Hire Fee by the due date:
 - 15.1 We may cancel or suspend the Facilities Hire or any other services until You have paid the outstanding amounts; and
 - 15.2 You (and Your Visitors) must vacate the School Grounds if We ask You to.
16. As between You and Us, all School IPR belongs to Us. You may only use School IPR if We give You Our written permission (and subject to the terms of any written permission We give). This means, for

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example, You cannot use the School name or crest on promotional material without Our prior written permission.

17. You must provide your own staff in the form of directors, instructors, leaders supervisors or administrative staff and ensure that all proper safeguarding checks have been carried out on each staff member and are made available to us for inspection on request.
18. You must ensure that You maintain proper staff / pupil ratios at all times when on the School Grounds.
19. You and Your Visitors must:
 - 19.1 comply with the all requirements of Child Protection, Health and Safety and Fire legislation and the Hire Rules (if any);
 - 19.2 follow any relevant guidance or instructions on any equipment signs or notices, and comply with the Our policies or procedures (as amended from time to time) including Our Safeguarding, health and safety, fire and emergency procedures;
 - 19.3 observe all rules and instructions relating to the use of the Facilities;
 - 19.4 ensure that there is sufficient first aid provision available during the Hire Period, including adequate numbers of appropriately qualified first aid personnel and first aid equipment;
 - 19.5 immediately report to Us any accident or injury which occurs during the Hire Period. Such report must include name, age and address of injured person; type of injury and circumstances in which injury occurred; whether any injured persons were taken to hospital or not; and such other information reasonably required by Us in order to discharge Our legal obligations including, but not limited to, Our obligations under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995;
 - 19.6 check that equipment is in good working order before use. If You consider that the equipment or facilities are faulty, or may otherwise present a risk to health and safety, You must not use that equipment or facilities and should immediately report any faults to a member of Our staff.
 - 19.7 promptly report to Us all damage, breakages or losses, which occur on the School Grounds and which You or a Visitor becomes aware of (even if not Your fault or the fault of the Visitor);
 - 19.8 comply with Our staff's reasonable instructions and requests, and treat them with respect.
 - 19.9 not use the School Grounds or the Facilities for any illegal or immoral purpose;
 - 19.10 not enter any part of the School Grounds except where the Facilities are located;
 - 19.11 drive carefully when entering/leaving the School, adhering to the 10m.p.h. speed limit within the School grounds.
 - 19.12 not smoke on the School Grounds, and not consume or bring onto the School Grounds any alcoholic beverages, drugs, solvents, computer hacking equipment or pornography;
 - 19.13 inform Us in advance if You are expecting any disabled Visitors to make use of the Facilities;
 - 19.14 take all reasonable precautions to ensure the health and safety of Your Visitors while using the School Grounds;
 - 19.15 not do or permit any act that would make any insurance policy covering the School Grounds or the Facilities void or voidable or increase the premium;
 - 19.16 not do anything that may cause a nuisance or annoyance to Us or to any other occupier of adjoining or neighbouring premises;
 - 19.17 ensure that at the end of the Licence the School Grounds and the Facilities are cleared of Your effects and left in good repair and clean condition in accordance with the provisions of the Agreement;
 - 19.18 allow Us to have access to the School Grounds and the Facilities at all times in order to clean them and also to inspect them and to carry out repairs to the structure, roof, exterior and services; and
 - 19.19 not share occupation or possession of the Facilities and not allow any unauthorised persons access to the Facilities.
20. You are responsible for, and shall pay Our costs and expenses in connection with making good, any loss, theft, damage or destruction to any part of the School Grounds (including any decorations, fixtures or

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fittings), any Facilities, equipment or anything else on the School Grounds, caused by You or a Visitor. As an exception, You will not be liable for any loss, damage or destruction caused by fair wear and tear.

Licence to use the Facilities

21. We grant You a licence ("the Licence") to use the Facilities on the Hire Dates in common with the occupation and use of the Facilities by Us, [and/or the School], and all others authorised by Us [or the School]. The Licence is granted subject to the terms of the Agreement and the rights reserved for the benefit of Us as set out in the Agreement.
22. The Agreement is not intended to confer exclusive possession on You nor to create the relationship of landlord and tenant between You and Us. [You shall not be entitled to any tenancy, or to any assured shorthold or assured tenancy, or to any statutory protection under the Housing Act 1988, or to any other statutory security of tenure now or upon the determination of the Licence.]¹

Termination

23. Subject to clause 24, if either You or We commit a material breach of the Agreement, then the other may terminate the Agreement provided that (if the breach is capable of remedy) it has given the party in breach a reasonable opportunity to rectify the breach.
24. Each of the following shall be a material breach in respect of which We shall not be obliged to give You an opportunity to rectify:
 - 24.1 Any failure by You to pay the Hire Fee by the due date for payment;
 - 24.2 If You have become insolvent or bankrupt or, in Our reasonable opinion, there is a material risk that You are unlikely to be able to pay any sum owed to Us under the Agreement by the due date;
 - 24.3 Any breach of the Agreement by You which could endanger Your health or safety or the health and safety of someone else;
 - 24.4 Where, in Our reasonable opinion, Your conduct, or the conduct of Your Visitors, represents a risk to the health and safety or welfare of any person;
 - 24.5 Where, in Our reasonable opinion, Your conduct, or the conduct of Your Visitors has resulted or is expected to result in significant damage to the Facilities or the School Grounds.
 - 24.6 If anything happens, or there are any circumstances, in relation to the contract or the Hirer which in Our reasonable opinion raise child protection concerns.
25. Subject to clause 28, if You unilaterally cancel the Facilities Hire before the first Hire Date, and subject to the provisions of clauses 12 and 28, the Hire Fee remains payable but will be reduced as follows:

Notice period given		Reduced Hire Fee
More than 2 months		25% of the Hire Fee
Between 1 and 2 months		50% of the Hire Fee
Less than 1 month		75% of the Hire Fee
Less than 1 week		No reduction in Hire Fee
26. If the Agreement is terminated because of Your breach You shall be liable for (in addition to any other sums You may liable to pay) :
 - 26.1 The Hire Fee to the same extent that You would have been liable but for the termination; and
 - 26.2 Any costs properly and reasonably incurred by Us in connection with the Facilities Hire which We would not have incurred if we had not entered into the Agreement. For example, if You asked us to book catering, You may be liable for Our unrecoverable costs in connection with the booking.
27. Termination will not affect either party's outstanding rights or duties, including Our right to recover from You any money You owe Us under the Agreement.

¹ The wording in square brackets is only necessary if the hire includes overnight accommodation.

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28. Under the Distance Selling Regulations You may have a right to cancel provided that You tell us within the cooling-off period (unless the hire has already begun). The cooling-off period normally ends fourteen working days after the day the Agreement was made - or after written confirmation is received. Please note that this right only applies where the Agreement is entered into at a distance (e.g., over the phone, or by email, for example).

Limitation of liability

29. Subject to clause 35 below, We do not have any liability for any items (such as clothes, money or sport equipment) brought onto the School Grounds unless Our staff agree in writing to look after them or they are stored in a secure location provided by Us in accordance with Our instructions.
30. We have no liability for damage to cars parked in the car park.
31. The total value of any items (excluding vehicles) brought onto the School Grounds by You must not exceed £10,000 (including any items brought onto the School Grounds by Visitors).
32. Subject to clause 35 below, We do not have any liability for any loss (including loss of personal possessions, injury or death) to the extent that the loss was caused by Your or a Visitor's failure to comply with the Agreement or being negligent. This means, for example, that We will not be liable if You injured Yourself because You failed to comply with instructions given by Our staff on how to use the Facilities.
33. Subject to clause 35 below, We do not have any liability for any loss (including loss of personal possessions, injury or death) to the extent that the loss was caused by a third party (such as a member of the public). This does not apply if the third party caused the loss because of Our negligence.
34. Subject to clause 35 below, We do not have any liability for any loss (including loss of personal possessions, injury or death) to the extent that the loss was caused by Your failure to provide Us with information or instructions as and when reasonably requested by Us or where We ought reasonably to have been provided with the information or instructions.
35. Regardless of anything else in the Agreement, We do not exclude, or limit in any way, Our liability for death or personal injury caused by Our negligence, fraud or fraudulent misrepresentation or for any other matter in respect of which it would be illegal or unlawful for Us to exclude, or attempt to exclude, Our liability.
36. [The limitation of liability set out in clauses 29 to 35 applies to the School to the same extent that it applies to Us.]

Data Protection

37. When You complete the application form, You will be providing personal information about You (and possibly Your Visitors).
38. We will only use this personal information for the following purposes:
- 38.1 to administer the Facilities Hire.
 - 38.2 to enable Us to improve the services We offer to members (including You); and
 - 38.3 to help Us comply with its legal obligations (for example, We may need to keep a record for health and safety reasons if You or a Visitor is hurt).
39. We do not sell Your personal information to third parties [but we may share it with the School for any of the purposes described above].
40. For further information about how Cognita uses your personal data, please visit: <https://www.cognita.com/general-privacy-notice-and-cookie-policy/>

General

41. The only parties to the Agreement are You and Us. [Save to the extent that the Agreement confers rights or benefits on the School, a] [A] person who is not party to the Agreement shall not have any rights under or in connection with it.

Appendix C

Dear Hirer

Thank you for your interest in hiring facilities at Quinton House School. This letter, together with the attached document called the "Terms of Hire" sets out the terms and conditions which apply to your booking.

Please read this letter and the Terms of Hire carefully and let us know if you have any questions or if there is anything which you are unsure about. Your attention is drawn to clause 6 and clauses 29 to 36 of the Terms of Hire in particular.

Name of Hirer and contact details	[If company, club etc, use name of club rather than name of individual]
Facilities	Use of "....."
Hire Fee	
Hire Date(s)	[Include times as well]
Payment Due Date	[Eg, on the Hire Date before You begin using the Facilities].
Special conditions	[Eg, use this to waive obligation on Hirer to have insurance]
Schedules	You agree to comply with your obligations as set out in the following schedules: [...]

Your booking is with Cognita Schools Ltd t/as Quinton House School, a company registered in England and Wales with company number 02313425 whose registered office is at Seebeck House, One Seebeck Place, Knowlhill, Milton Keynes, MK5 8FR. [Quinton House School] is referred to as "We", "Us", "Our" in this letter and in the Terms of Hire.

I confirm that the information above is complete and accurate. I have read and agree to abide by this letter and the Terms of Hire.

Sign and print name

[For and on behalf of]

Date.....

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Ownership and consultation	
Document sponsor (role)	Ops Dept
Document author (name)	Head of Compliance Europe
Specialist Legal Advice	
Consultation	Consultation with Group D

Compliance	
Compliance with	Health and Safety at Work etc Act 1974 Management of Health and Safety at Work Regulations 1999

Audience	
Audience	Heads, H&S Co-ordinators

Document application	
England	Yes
Wales	Yes
Spain	No

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Related documentation	
Related documentation	Events RA Cognita Insurance Policy documentation