



## St Thomas' C of E VA Primary School Charging and Lettings Policy

As legislated by the Education Reform Act 1988, as amended, the School Governors are required to determine and publish a charging and remissions policy.

The School Governors anticipate that it may be necessary from time to time to amend the policy, but, if so, parents will be notified accordingly.

### Terms

Terms used in this policy are those defined within the legislation.

### **School Hours**

School hours are those when the School is actually in session. They do not include the midday break.

School hours are:

KS1/FS:	8.55 am to 11.45 am	then	1.00 pm to 3.10pm each weekday
KS2:	8.55 am to 12.00 pm	then	1.00pm to 3.30pm each weekday

Nursery: 15 hours per week over a period of 2.5 full days

### **Activities**

This policy confirms the right of the School to invite voluntary contributions for the benefit of the School or in support of any activity organised by the School whether during or outside School hours.

No charge will be made (except at (i), (ii) and (iii) below) for any activity offered to pupils during the school day.

No charge will be made (except at (i) to (iv) below) for any activity which is organised by the School outside the school day.

- i. Charges may be made for the actual cost of tuition to individuals or groups of not more than four in the playing of a musical instrument not being part of a syllabus or prescribed examination where parents have indicated their agreement in advance.
- ii. Voluntary contributions may be sought for activities during the school day which entail additional costs, i.e. educational visits. Charges may be made for

materials or ingredients required for practical subjects where parents have indicated in advance their desire to own the product.

- iii. Charges will be made for actual board and lodging.

No charge in respect of board and lodging will be made for pupils whose parent(s) or guardian(s) is/are in receipt of any of the following state benefits: Income Support, Income-based Job Seekers Allowance, Child Tax Credit, where the parent is not entitled to Working Tax Credit and whose annual income (as assessed by the Inland Revenue does not exceed £14495), Disability Working Allowance, Support under Part VI of the Immigration and Asylum Act 1999

- a. during school hours
  - b. or outside school hours but required to fulfil a statutory duty or syllabus of a prescribed examination.
- iv. Charges may be made for other activities, which are recognisably distinct from the curriculum where parents have indicated their agreement in advance.

*No pupil will be prevented from participating in an activity because his/her parents cannot or will not make a contribution. If insufficient voluntary contributions are forthcoming for an activity and insufficient subsidies are available, then that activity may have to be cancelled.*

### **Damages and Losses**

Charges may be made for the cost of repairing or replacing any damaged property or item resulting from a pupil's inappropriate behaviour.

Charges may be made for the cost of replacing any property or item which has been loaned or hired to a pupil and not returned.

### **Remissions**

The discretion to remit in whole or in part any charge, which may be made by the School, has been vested in the Headteacher.

Remission may be made on the grounds of educational considerations with regard to both the pupil and the School needs.

Remission may be made on the grounds of financial considerations with regard to both the pupil and the School needs.

Remissions may be made on a group or an individual pupil basis.

### **Examinations**

Charges may be made to recover the wasted examination fee from the parent of a pupil who without good reason has failed to complete any examination requirement.

Charges may be made to recover the entry fee for a public examination other than those on the prescribed list as determined by the Secretary of State.

Charges may be made to recover the cost of examination preparation conducted outside school hours in respect of any public examination other than those on the prescribed list as determined by the Secretary of State.

Charges may be made to recover the cost of examination re-sits where the School has provided no further preparation.

**Bad Debts**

Charges which are due to the school must be paid when due, or as per the terms stated on the on the invoice. In the event of non-payment, the school will follow an agreed procedure to recover the debt.

## **LETTINGS POLICY**

1. The facilities available for letting will be at the discretion of the Headteacher on behalf of the Governing Body
2. It is intended that lettings should operate on a commercially viable basis
3. The Headteacher on behalf of the Governing Body reserves the right to change or amend the conditions of hire at any time giving reasonable notice
4. The rooms/facilities will be let at a price determined by the Headteacher on behalf of the Governing Body and set out in the Conditions of Hire. Further charges may be levied if additional costs are incurred
5. The Headteacher on behalf of the Governing Body will only let rooms/facilities to groups or individuals who are not in conflict with the aims of the school
6. The Headteacher on behalf of the Governing Body will have due regard to such directions as the Authority may issue regarding the use of school premises for lettings purposes
7. The Headteacher on behalf of the Governing Body may not set charges such that the school budget subsidises non-school activities
8. Food and drink may only be consumed in prescribed areas and by arrangement
9. In accordance with current legislation smoking is not permitted inside the hired premises. In accordance with the School Governing Body's agreed policy, no smoking is allowed on school grounds
10. The hirer is responsible for the health & safety of all persons using the premises as set out in the conditions of hire
11. The Headteacher on behalf of the Governing Body may request the hirer to take out extra insurance when deemed necessary
12. The hirer should have due regard for any licences required to cover activities held on the premises
13. The aims of the policy will be reviewed annually
14. The Headteacher on behalf of the Governing Body agree to the letting of the school premises, subject to the attached Conditions of Hire agreement.
15. Income from lettings will accrue to the school budget
16. School will comply with procedures for those lettings which attract VAT

## **CONDITIONS OF HIRE OF EDUCATIONAL PREMISES**

1. Definitions:
  - 1.1 The Governing Body means the Governing Body of the school or its authorised representative.
  - 1.2 'Educational premises' means the school's premises named in the application to hire form.
  - 1.3 'Hired area' means that part of the educational premises to be used by the hirer described in the application to hire form.

- 1.4 'The hirer' means the person who has signed the application to hire form.
2. All applications for the hire of educational premises must be made in writing on the prescribed form. Where a promoting organisation is named in the application for hire, that organisation and its members shall be jointly and severally liable with the hirer. IT SHALL BE THE RESPONSIBILITY OF THE HIRER TO ENSURE THAT THE CONDITIONS HEREUNDER ARE ADHERED TO BY ALL PERSONS MAKING USE OF THE PREMISES UNDER THE TERMS OF THE HIRE.
3. The Headteacher on behalf of the Governing Body reserves the right to refuse any application to hire premises without stating reasons for doing so.
4. Fees for hiring school premises shall be in accordance with the scale of charges determined by the Governing Body, subject to revision from time to time by the Governing Body as it sees fit. Further charges may be levied if additional personnel costs are incurred by the hiring of the premises. There may be discounts available for local community use at the Headteacher's (on behalf of the Governing Body) discretion.
5. The hire fee shall be paid in full upon signing the application form except where prior to signing alternative arrangements are made for the payment of fees. The hirer shall give at least 24 hours notice of cancellation. Failure to do this will result in full payment of hire fees.
6. Where the hired area is only part of the educational premises, access is strictly restricted to those rooms forming the hired area. The hirer shall be liable to pay such additional fees as the Headteacher on behalf of the Governors may prescribe if a different area is used.
7. Access to and use of the hired premises shall be strictly restricted to the hired area and to the hours stated in the Hire Agreement, (i.e. the hirer shall not have access prior to or after the stated time) and the hirer shall be liable to pay such additional fees as the Headteacher on behalf of the Governors may prescribe if the hired premises are used by the hirer outside the agreed times.
8. There shall be no variation to these conditions of hire without the prior agreement of the Headteacher on behalf of the Governing Body.
9. At the end of the hire period and before leaving the premises the hirer shall confirm the length of hire and area hired on the form provided by the Headteacher on behalf of the Governors.
10. No copyright work shall be performed without the licence of the owner of the copyright and the payment of any appropriate fee.
11. The hirer shall indemnify the Governing Body against any infringement of copyright which may occur during the hiring.
12. The hirer shall not use the hired premises for any purpose for which a licence is necessary unless such a licence is in force in respect of the premises.
13. The hirer shall strictly observe the conditions of any licence granted in respect of the hired premises and the hirer shall be deemed to have notice of any conditions attached thereto.

14. The hired premises shall not be used for the sale or display of goods or services or for any public entertainment without the prior written approval of the Headteacher on behalf of the Governing Body.
15. Sporting activities will not take place inside the hired premises without the written approval of the Headteacher on behalf of the Governors. In the event of the hirer breaching his condition the hire agreement shall be cancelled and the fees paid shall be forfeited.
16. In accordance with current legislation smoking is not permitted inside the hired premises. In accordance with the School Governing Body's agreed policy, no smoking is allowed on school grounds.
17. No film or video shall be shown on the hired premises unless at least seven days notice in writing, stating the title and subject matter of the film, has been given to the Headteacher, who acting on behalf of the Governors may require the hirer to give a preview of the film to such persons as directed.
18. The hirer is responsible for the Health and Safety of all persons using the hired premises. The hirer must therefore ensure prior to the hiring that the hired area and all access and egress thereto is suitable for the proposed use by the hirer and are safe for persons using the premises. The hirer must prior to the hiring be fully aware of the fire precautions procedures in existence for the hired areas including identifying fire doors and emergency means of escape from the premises.
19. No bolts, nails, tacks, pins or other like objects shall be driven into any part of the hired premises nor shall any placards or other articles be affixed thereto.
20. The hirer shall be liable for all damage howsoever and by whomsoever caused to the premises arising out of hiring and shall indemnify the Governors against all loss, damage and expense, whether direct or indirect, arising there from unless due solely and directly to the negligence of the Governing Body.
21. The hirer shall be liable for and shall indemnify the Governors against any expenses, liability, loss, claim or proceedings whatsoever arising under statute or of common law in respect of personal injury to or death of any person whomsoever or damage to any property real or personal arising directly or indirectly from the hire of the premises unless due solely to the negligence of the Governing Body.
22. The Governors accept no liability for damage or loss of the possessions of the hirer or any person resorting to the hired premises howsoever arising.
23. The hirer shall not allow any animal to enter or remain in the hired premises without the written approval of the Headteacher on behalf of the Governing Body – guide and hearing dogs excepted.
24. The hirer during the period of the hire shall take all reasonable steps to ensure that no noise nuisance is created.
25. The hirer shall ensure that any vehicles connected with the hire, in any capacity, which are parked on the school site shall be arranged so as to ensure entry for emergency vehicles at all times.
26. The Headteacher on behalf of the Governors may suspend or cancel any hiring of premises without stating the reason for so doing. If a hiring is cancelled any hire fee

previously paid for the cancelled hiring shall be reimbursed to the hirer. Such reimbursement shall be the only liability that the Governors shall incur as a result of any cancellation or suspension.

27. There shall be no variations in the conditions of a regular Hire Agreement without the approval of the Headteacher on behalf of the Governing Body. Failure to comply with these conditions may incur additional charges.
28. The Headteacher on behalf of the Governors reserves the right of entry to the hired premises to any authorised officer of the Council discharging his official duties.
29. The hirer shall at the expiration of the hiring leave the premises in a clean and orderly state.
30. The use of shoes with stiletto heels is prohibited, and the hirer shall ensure that the users are not permitted to wear this type of footwear in the premises.
31. The hire of premises do not include the use of any school equipment within the premises. No such equipment shall be hired out without the written approval of the Headteacher on behalf of the Governing Body who may specify conditions and charge such fees in respect of such use as she/he sees fit.
32. Any notice, demand or request by the Headteacher on behalf of the Governors to the hirer shall be sent by ordinary prepaid post, addressed to the hirer at the address given on the application form and shall be deemed to have been received when the letter containing the same would be delivered in the ordinary course of the post.
33. The hirer shall not sub-let or assign the hired premises or any part thereof, should he do or attempt to do so the Hire Agreements shall be cancelled and all fees paid forfeited.
34. This agreement may be determined at any time by either party giving the other notice which is in all circumstances of a reasonable length of time. There is no need for either party to give reasons for terminating the agreement and in the event of terminating the agreement all fees paid shall be forfeited.
35. The hirer shall be required to produce evidence of public liability/third party insurance providing a minimum indemnity of £1,000,000 (one million pounds).

I have read the above conditions and accept that they control the hire by me of the premises described in my application form.

Date ..... Signed .....

Address .....

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on behalf of: ..... Organisation

(BLOCK LETTERS)

Policy written	November 2016	by: B Billington
Governor signed off		by:
Review date	February 2018	version 1.0
Review	February 2023	