



Charging and Lettings Policy

Policy Reviewed:	September 2022
Next Review:	September 2023

MASEFIELD PRIMARY SCHOOL **CHARGING AND LETTING POLICY**

INTRODUCTION

The school's charging and letting policy determined by the Governors under section 457 Education Act (1996) introduced new provisions on charging and letting for school activities.

The purposes of the provisions are:

- To maintain the right to a free school education;
- To ensure that activities offered as part of the National Curriculum and wholly within school time will be available to all pupils, regardless of their parent's ability or willingness to help meet the cost;
- To give schools the discretion to charge for optional activities provided wholly or mainly out of school hours;
- To confirm that schools may invite voluntary contributions for the benefit of the school or in support of any activity organised by the school, either inside or outside school hours.

Education provided by Masefield Primary School is free of charge if it takes place wholly or mainly during school hours (school hours being those hours when a school is in session and not including break or the middle part of the day). However, the school reserves the right to seek voluntary contributions for the benefit of the school or in support of any school activity, whether during or outside school hours, residential or non-residential.

VOLUNTARY CONTRIBUTIONS

When organising school trips or visits which enrich the curriculum and educational experience of the children, the school invites parents to contribute to the cost of the trip. All contributions are voluntary. If we do not receive sufficient voluntary contributions, we may cancel a trip. If a trip goes ahead, it will include children whose parents have not paid any contribution. We do not treat these children differently from any others.

If a parent wishes their child to take part in a school trip or event, but is unwilling or unable to make a voluntary contribution, we do allow the child to participate fully in the trip or activity. Sometimes the school pays additional costs in order to support the visit. Parents have a right to know how each trip is funded. The school provides this information on request.

The following is a list of additional activities organised by the school, which may require voluntary contributions from parents. This list is not exhaustive:

- visits to museums;
- sporting activities which require transport expenses;
- outdoor adventure activities;
- visits to the theatre/cinema;
- musical events.

Swimming:- The school organises swimming lessons for children in Year 6. These take place in school time and are part of the National Curriculum. No charge is made for this activity.

STRATEGIES

- *No charge will be made for admitting pupils to school.*
- *Transport or admission costs for swimming lessons during school hours will be met by the school.*
- *The school may request voluntary contributions towards the cost of some activities planned during school hours.*
- *Where parents are asked to make a voluntary contribution towards the cost of an activity which takes place during school hours, or to school equipment or school funds, the contribution will be genuinely voluntary. Pupils of parents who are unable or unwilling to contribute will not be discriminated against.*
- *When there are insufficient voluntary contributions to make an activity possible, and when there is no way to make up the shortfall, it will be cancelled.*
- *Where music tuition or singing tuition is not an essential part of the national curriculum, charges may be made.*

OUT OF SCHOOL CLUBS

We run a very popular Breakfast and After School Club that serves the children of Masefield. The club is overseen by NVQ Level 3 qualified Play Workers and sessions are planned and prepared in advance with structured and fun activities for the children to enjoy. There is a charge for parents who wish to take advantage of this service.

Refer to CHILDCARE contract for further information. ([Childcare info. attached](#))

BREAKFAST CLUB:- Parents/Carers who need to drop their children off before the school day can access this facility knowing that their child will be looked after and escorted to their class, ensuring they have a positive start to their school day.

AFTER SCHOOL CLUB:- On arrival at the club the children are offered a variety of sandwiches, fruit, yogurt or a desert. Fresh juice, milk and water are also offered.

We ensure that every child feels safe and valued as they take part in a wide range of age and skill appropriate games and activities tailored to meet the needs of all our members. We offer an ever changing programme with some themed weeks and new challenges.

The children are able to enjoy a wide range of activities including:

- Arts & Crafts
- Books for shared and individual reading
- Board Games
- Cookery
- Computer Games
- Outside play area
- Quiet area
- A range of suitable games and toys
- Small world
- Table top activities

NURSERY PROVISION:- Children are entitled to 15 hours of free provision per week - which will be offered over 3, 4 or 5 days - within the agreed session times.

Mornings:- 8.30– 11.30 am

Afternoons:- 12.15 – 3.15pm

Fees are payable for extended provision and for lunch supervision (when outside the free allocation).

Refer to NURSERY CARE contract for further information. ([Childcare info. attached](#))

The Governors recognise that the school premises constitute a valuable asset for the community as a whole both within and outside school hours. They acknowledge that the use of the premises is ultimately a matter for the Executive Headteacher or Head of School but they positively encourage the utilisation of the school building and land in a manner which is consistent with the aims and purposes of the school.

Allowing the school premises to be used outside school hours is not without its costs and this policy is designed to ensure that the school is covered financially in these circumstances.

RESIDENTIAL VISITS

Parents are asked to cover the costs of residential trips arranged during school time that are not met from school funds. We endeavour to keep these charges to the absolute minimum.

SCHOOL LETTINGS

The letting of any part of the school buildings or the site will be decided and managed by the School and approved by the Local Governing Board

- Masefield curricular & extra-curricular requirements take absolute priority over requests for lettings.
- Lettings will only be considered from properly constituted organisations or known individuals. These will be charged at cost plus a profit margin determined by the Local Governing Board.
- Bona fide community groups will be charged at cost, to cover caretaking time, energy, wear and tear and administration.
- Lettings involving the sale and consumption of alcohol, other than properly licensed P.T.A. or private school functions, are not permitted.
- In considering applications for lettings, regard will be paid to the need to keep the site and building secure, to Health and Safety requirements and to adequate insurance cover.
- All hirers must ensure suitably qualified staff are present for physical or specialist activities and for supervision of all activities.
- Hire fees for different facilities and times of hiring will be agreed periodically by the Local Governing Board. Contracts must be exchanged before each letting takes place. **(Information / Contract details attached)**
- The school premises will not be let for functions where a Public Entertainment Licence is required. No copyright material must be delivered or performed on the school site.
- The school premises will not be let to individuals or organisations if there is reason to believe that the name of the school will be brought into disrepute. Decisions whether to permit lettings will be made by the Local Governing Board.
- If the Executive Headteacher or Head of School believes a letting should not be permitted, the reasons must be reported to the Local Governing Board.
- The Governors reserve the right to levy additional fees to cover breakages, damage etc.

Hiring of school premises and site is permitted only on the conditions outlined in the following regulations. Acceptance of the hire agreement is deemed to be acceptance of these conditions. The hirer is responsible for compliance with these conditions.

CONDITIONS OF HIRE

- Applications for the hire of premises should be made at least one month in advance. Generally reservations will not be accepted for dates more than 12 months in advance, except for special events such as those needing extensive preparations.
- All applications for hire of facilities must come from bona fide constituted organisations.
- Applications will only be considered where the hirer has provided written evidence to confirm Third Party Liability Insurance is effective to requirements.
- The organiser/supervisor must also have sufficient expertise to ensure that activities are suitably controlled and organised. Care must be taken to ensure adequate supervision of inexperienced participants and appropriate use/maintenance of equipment.
- All applications must be made to the Governors Asset Committee, who will set the specific terms and conditions of hire within the terms of the Lettings Policy.
- All lettings must conform to the limitations agreed in the completed application for hire.
- All persons hiring the school premises will be expected to conform to the relevant Health & Safety regulations.
- Internal lettings require a named person in responsibility who will ensure that all safety measures are applied as necessary, also that premises are not left unoccupied during the period of hire and who will await the key holder at the end of each period of hire.
- No use may be made of school apparatus or equipment without specific permission. The fabric and fittings (including electrical installations) and contents of the premises shall not be interfered with in any way. The hirer shall, at the end of the hire period, leave the premises in a reasonably tidy condition, all equipment being returned to the correct place of storage.
- Furniture and apparatus required may be brought on to the premises at the hirer's own risk. Hirers shall not bring onto the premises, without prior consent, any article producing of an inflammable or explosive nature, nor any article producing an offensive smell, nor any other substance, apparatus, or article of a dangerous nature
- Any accident which results in injury to any member of the organisation or third party or damage to any school property must be notified in writing to the Executive Headteacher and Chair of the Asset Committee. Any costs involving damage to school property must be met by the hiring organisation.
- The Governors may refuse an application to hire the premises if:-
 - a. the premises are required by the school;

- b. there has been any damage to the property, or breach of these conditions during previous use of the premises by the hirer;
- c. for any other reason the Governors deem it necessary or expedient to withhold the permit.

No compensation shall be payable by the Governors by reason of such a decision.

- The hirer must give at least 4 weeks' notice of cancellation to the Chair of the Asset Committee, acting for the Governors. If any shorter period of notice is given, the Governors reserve the right to pass on to the hirer any costs unavoidably incurred.
- All hire charges must be paid within 7 days of the invoice being issued at the end of each month for all the hires that have taken place in that month.

The Governors reserve the right on proper notification to invoice the hirer for any charges arising from excessive cleaning time incurred as a result of the hirer failing to leave the accommodation in a reasonable condition, or for repair of the premises or equipment damage caused by the hirer, or additional cleaning required as a result of the premises not being left in a reasonably tidy condition. The proportion of the deposit to be retained will be decided by the Governors and their decision will be final.

- The hirer shall ensure that the number of persons using the premises does not exceed that for which the application was made and approved. The hirer shall be responsible for ensuring the preservation of good order for the full duration of the letting and until the premises are vacated. It is the hirer's responsibility to ensure that all those attending are made aware of their responsibilities, and the Borough and hirer's insurance arrangements.
- Food should not be brought and consumed on the premises, without prior permission. The Hirer in such circumstances is responsible for meeting the provisions of the Food Safety Act. In no circumstances shall alcoholic drinks be available at any function without prior written consent of the Governors. Permission will be granted only in exceptional circumstances. Applications must be made in writing at the time the hirer applies for the use of the premises. If permission is granted for alcoholic drinks to be sold it will be the responsibility of the hirer to obtain an occasional licence from the local magistrate's court.
- The premises may not be used for games of chance, other than bingo, unless specific permission has been granted by the Governors.
- Hirers shall familiarise themselves with the fire precautions in force on the premises and with means of escape in the event of fire. Fire and other exits must be clear at all times.

Smoking is not allowed within the building or anywhere within the school grounds.

- The Executive Headteacher and Chair of the Local Governing Board should agree on who may hold the keys to the premises. The school holds a service level agreement with Bolton Council's Security and Response Unit who hold a set of keys in case of emergency.

It is important that correct procedures are followed by key holders or any claim on insurance could be jeopardised.

- The Governing Body and Executive Headteacher reserve the right of access to the premises during the letting.
 - Whenever it becomes necessary to cancel a letting, the Governors will give at least 4 weeks' notice to the hirer.

(This policy should be read in conjunction with the Business Continuity Plan and the Health & Safety Policy).

This policy will be reviewed every three years

School Representative: Mrs Lisa Whittaker, Executive Headteacher

Signed by:-

Position:Date

MASEFIELD PRIMARY SCHOOL
Masefield , Little Lever, Bolton BL3 1NG

LETTING OF SCHOOL PREMISES

Name of Organisation Hiring Premises:

- In consideration of Masefield Primary School granting me us the use of any part or whole of the above premises I/we agree to replace or pay to the school the cost of making good any damage caused to the premises by reason of the use of the premises by me/us (except damage caused by fire).
- It is further acknowledged and agreed that Masefield Primary School give no warranty of the suitability of the premises for the use to which I/we intend to put them and I/we hereby agree to indemnify the school, its officers, servants and agents against all actions, costs, claims, and demands arising out of any accidents which may occur of the said premises by reason of the use of the premises by me/us provided that the same is not due to any act, omission or default of the school, its officers, servants or agents.
- It is further acknowledged and agreed that I/we will indemnify Masefield Primary in respect of all actions, costs, claims and demands arising out of any breach of copyright as defined in the Copyright Act 1956 (as amended) or under any other enactment in that behalf for the time being in force in respect of any performance of any literary, dramatic, or musical work which takes place or which is given whilst the said premises are being used by me/us, our servants or agents.
- It is further acknowledged and agreed that I/we will not engage in fly-posting (indiscriminate display in unauthorised places of posters etc, publicising the function or event for which the premises are to be used). I also note that the Town and Country Planning (Control of Advertisements) Regulations 1984 provide that penalties up to £100 may be imposed for unauthorised advertisement.

Signature : _____

Designation : _____

Date : _____

See notes overleaf

NOTES

Whilst offered in good faith these notes are given in an advisory capacity and cannot be held to have legal effect

- School Premises – definition

The school premises consist of the site, the play field and all the buildings on them.

- Indemnities - definition

Whilst the persons granted the use of educational premises are legally obliged to indemnify the school as indicated it will be appreciated that in practice the type of event normally held on school premises (meetings, functions, social occasions etc)., apparently involves very limited risk of accidents occurring and insurance cover may well be arranged accordingly.

Where however, the school premises are to be used for events of a potentially more dangerous nature and for which the school was certainly not designed e.g. events involving armoured vehicles, helicopters, parachutists, model planes etc.) the particular attention of the persons granted the use of the premises is drawn to the need to assess very carefully the special risks inherent in the situation and to take out insurance cover as appropriate.