

Believe
Achieve
Succeed
in **E**ducation
ACADEMY



Charging and Lettings Policy 2020-2021

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Policy Reviewed	September 2020
Next Review	September 2021

Introduction

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; this policy is designed to ensure that the school is covered financially when doing so.

All post-Nursery education during school hours is paid for by the LA; there is no charge for any activity undertaken as part of the National Curriculum. Many before and after-school activities are also free but for some, where we incur extra costs, there may be a small charge.

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

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1 Extra-curricular Charges

1.1 When organising school trips or visits to enrich the curriculum and educational experience for the children, we may ask parents to contribute to the cost of the trip. All contributions are voluntary, however if we do not receive sufficient contributions, the trip may have to be cancelled. If a trip goes ahead it may include children whose parents have not paid any contribution; these children are not treated any differently to the others.

1.2 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. Sometimes the school has to bear the additional cost to support the visit. Parents have a right to know how each trip is funded and we will provide this information on request.

1.3 The following is a list of additional activities organised by the school that may require voluntary contributions from parents. These activities are known as 'optional extras'. This list is not exhaustive:

- visits to museums;
- sporting activities which incur transport expenses;
- outdoor adventure activities;
- visits to the theatre;
- school trips abroad;
- musical events.

1.4 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. Parents will be informed when these lessons are to take place and written permission is required from parents for their children to take part.

1.5 Other sports

We offer various other sports coaching after school. Where additional costs are incurred we make a small charge to cover them.

1.6 Music tuition

All children study music as part of the normal school curriculum. We do not charge for this.

1.7 Residential visits

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

2 Lettings

Hiring rates legislation requires that any costs of hiring premises which are charged to the school's delegated budget must be repaid to that budget from income received, for example costs of electricity, heating and payments to members of staff, before allocating income to anything else. The surplus will be available for use by the Executive Headteacher in consultation with the Governors.

The letting of any part of the school buildings or the site will be decided and managed by the School, subject to this Lettings Policy and approved by the Governors.

- Masfield 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 Governing Body.
- Bona fide community groups will be charged at cost, to cover caretaking time, energy, wear and tear and administration.
- Where a letting is subsidized by the Youth Service that service will determine the proportion of the letting charge to be paid direct by the Hirer.
- Lettings involving the sale and consumption of alcohol, other than properly licensed P.F.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 Governors. Refer to the Charges and Remission Rates. Contracts must be exchanged before each letting takes place. (Appendix 1 & 2)
- 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 Governing Body. If the Executive Headteacher or Head of School believes a letting should not be permitted, the reasons will be reported to the Governing Body.
- The Governors reserve the right to levy additional fees to cover breakages, damage etc.

Any question of interpretation of this policy must be referred to Asset Committee Members

CONDITIONS OF HIRE

1. **Acceptance of Conditions:** 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.
2. **Compliance with Conditions:** The hirer (person or body to whom the hire is granted) is responsible for compliance with these conditions.
3. **Applications** for the hire of premises should normally 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 satisfy Bolton Council 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 Governors' 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.
4. **Named person:** Internal lettings require a named person in responsibility, who ensures 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.
5. **School premises:** 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.
6. **Hirer's Property:** 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 the prior consent of the Governors, 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.
7. **Injury & damage:** 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.
8. **Refusal of Hire:** 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.***
9. **Cancellation by the Governors:** Whenever it becomes necessary to cancel a letting, the Governors will give at least 4 weeks' notice to the hirer.
10. **Cancellation of Letting:** 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.
11. **Payment of Charges:** 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.

12. **Attendance and Behaviour:** 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.
13. **Food & Alcohol:** Food should not be brought and consumed on the premises, without the prior permission of the Governing Body. 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.
14. **Gambling:** The premises may not be used for games of chance, other than bingo, unless specific permission has been granted by the Governors.
15. **Fire Precaution:** 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.
16. **Smoking** is not allowed within the building or anywhere within the school grounds.
17. **Site Management:** The site manager is instructed by the Governors to ensure that the conditions of hire are fully complied with. All reasonable instructions given by the site manager on duty must therefore be followed for security. The Site Manager will ensure that any organiser is aware of fire exits and emergency points before the event takes place. The organiser must also have read the Health & Safety Policy and Critical Incident Plan.
18. **Security and Keys:** The Executive Headteacher and Chair of the Governing Body 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. Anyone going on the premises out of school hours should notify the Site Manager.
19. **Rights of Access:** The Governing Body and Executive Headteacher reserve the right of access to the premises during the letting.
20. **Use of Premises for Parliamentary, Local and European Elections:** The Nursery Building is used for such elections 'free of charge'. However any expenses incurred in preparing, heating, lighting, cleaning or caretaking costs are met by the Returning Officer or the candidate as appropriate.

This policy will be reviewed every three years

School Representative: ***Mrs Lisa Whittaker, Executive Headteacher***

September 2020

Agreed by governors

September 2020

Signed by Chair of Governors: Date

APPLICATION FOR HIRE OF PREMISES



Name of School	Masefield Primary School		
Name of Organisation			
Name, Address & Telephone Number of Applicant			
	Telephone Number:		
Date (s) Required (including which day of the week)			
Times			
Anticipated numbers of persons in attendance			
Detail of Activity			
Accommodation Requirements (please ✓)	Hall	Classroom	Playing Field

Signed: _____ **Print:** _____
Date: _____

For School Use only

The use of the facilities detailed above is agreed subject to the conditions outlined on the attached indemnity form which must be signed and returned to the Head Teacher prior to the booking.

Charges to be made _____ (+ V.A.T. where applicable)

Signed: _____ Head Teacher Date: _____

BOLTON METROPOLITAN BOROUGH COUNCIL

LETTING OF SCHOOL PREMISES

Memorandum of Agreement

1. Name of Premises :

2. Name of Organisation Hiring Premises :

* In consideration of the Bolton Metropolitan Borough Council granting me/us the use of any part or whole of the above premises I/we agree to replace or pay to the Council 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 the Council 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 Council, their 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 Council, their officers, servants or agents.

It is further acknowledged and agreed that I/we will indemnify the Council 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.

If the letting involves the use of the school kitchen the user must ensure that no person suffering from any internal disorder or symptoms will enter the kitchen or make use of any cooking utensils or equipment.

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 (whether detached or not from the site) and all the buildings on them.

Indemnities

Whilst the persons granted the use of educational premises are legally obliged to indemnify the Council 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.