



Charging, Remissions and Lettings Policy 2018

**Broad Oak Community
Primary School**

The Policy was reviewed and discussed at the FGB on Tuesday 18th September 2018.

The Charging, Remissions and Lettings Policy will be reviewed annually in line with statutory guidance.
(September 2019)



Charging, Remissions and Lettings Policy

Section 1 – Lettings and Charges

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Section 1 – Lettings and charges

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Section 2 - Charging and Remissions.

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1. Hire of Premises

1.1 Introduction

The letting of the School premises is currently prohibited however if the premises were to be used it is subject to the Terms and Conditions set out in this policy. The use of premises for School activities will take priority over lettings. 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 or where the letting may be detrimental to the School facilities.

Currently school does not enforce any charges for breakfast club or afterschool club. For all school trips we request a contribution from parents/carers.

1.2 Charges

Charges for the lettings of School premises should, at least, cover any costs incurred; these costs include opening and securing the premises, additional heating and lighting, and extra cleaning. Charges for the letting of School facilities are as detailed below.

Caretaker's Fee	£11.78 per session.
Commercial Letting	£10-20 per hour
Community Letting	£7-£10 per hour

Amounts may vary upon negotiation with the School; however, overall lettings income must, at least, match overall lettings expenditure.

These amounts are for the hire of the Hall only and do not include the use of any other room unless prior agreement has been made with the Headteacher.

No equipment (apart from the use of chairs or tables) is included in the hire fee. Any other equipment, other than chairs and tables, must not be used.

2. Term and Conditions

2.1 General

- Applications for lettings should be made through the School Business Manager in the first instance; the Headteacher will vet all applications.
- All persons hiring and using the School premises will be expected to conform to the relevant Health and Safety regulations. The Risk Assessment form must be returned with the booking form.
- The hirer will make all arrangements to ensure adequate protection of school property and equipment.
- The hirer shall be fully responsible for the orderly nature of the function and shall ensure compliance with the following safety issues, reporting accidents, first aid, faulty equipment, fire/emergency evacuation. Further details can be obtained from the Head Teacher.
- Attendance shall be limited to the number of persons which may be comfortably and safely accommodated on the premises.
- It is the responsibility of the hirer to obtain all the appropriate licences.
- The school will not be held responsible for loss or damage to the property of hirers or guests.
- The hirer shall not interfere with the gas, electrical or water fittings.
- The hirer shall not sub-let the premises.
- The school shall have the right to cancel any function without notice.
- The hirer shall sign a form indicating his acceptance of these conditions and indemnifying the

School and the Council against any claims arising from the use of the premises and shall reimburse the School or Council for the cost of remedying any loss or damage occasioned by the use of the school for any function.

- There shall be no general admission to the public to any function and no money shall be taken at the door as guests are admitted (ie. admission shall be confined to ticket holders). Sale of tickets must be limited to members of the organisation and friends.
- It should be noted that the organisers should make adequate arrangements for the provision of cloakroom supervision since servants of the Authority are not available for these services.
- All articles found in the building shall be handed to the Caretaker.
- School accommodation will not be let for any lecture, entertainment or purpose having, in the opinion of the Governors, an immoral or vicious tendency.
- Any charge made for the premises shall be paid to the school in advance of the date of hire. The signatory of the application form will be responsible for ensuring that this is carried out.
- Payment of gratuities to any member of the School Governors, School Staff or the Employees of the Education Authority and acceptance thereof by such servants is forbidden.
- After the letting the premises should be left in a perfectly clean state and where this condition is not observed the hirer shall be refused further lettings.
- The Caretaker has the right to remove any person from the premises who infringes any of these regulations and may call in the aid of the police for this purpose.
- Any additional conditions which the Council approve shall be enforceable without notice.
- No letting will be allowed for the purpose of private profit.
- The premises will not be heated from the last day of May to first day of October for the hirer
- Keys and access codes to the School premises will at all times be held by the Caretaker or members of the School staff. Keys/access codes will not be given to hirers.
- Neither the School nor the LEA will be held liable for any loss, damage or injury sustained by the hirer during a letting.
- In the event that the School needs to cancel an agreed letting, the School will not be liable for any claim for compensation (financial or otherwise) other than the return of any hiring fee and deposit monies received.

2.2 Insurance

The hirer must be covered by Public Liability Insurance in the amount of £2,000,000 and a photocopy of the current policy must be provided before a booking can be confirmed. Hirers may, if they so wish, buy in to the School's Public Liability Insurance – further details and costs are available from the School Office.

2.3 Hirers' Responsibilities

It is the responsibility of the HIRER to:

- Ensure all users are made aware of the fire exits on each occasion the premises are used.
- Take all precautions to ensure the safety of all persons entering/using the premises during the period of hire. Ensure that no other areas of the school or equipment are used during the period of the letting.
- Ensure that cars are parked in such a way that emergency access to the premises is not blocked.
- Ensure that the Hall and toilets, if used are left clean and tidy and that that no footwear liable to damage floors and floor coverings is worn in the School buildings
- Be responsible for the behaviour of all persons connected with the hiring.
- Ensure that no dogs, other than guide dogs for the blind, are permitted on the school premises.
- Ensure that the appropriate licences are held for performances (musical and otherwise) on the School premises and that all conditions of such licences are adhered to.
- Ensure that the site is left securely locked at the end of the letting.

For a further list of the hirer's responsibilities, please refer to Section 6 of the Hirer's application form.

3. Health & Safety Procedures

- All the fire exits are clearly marked with a green sign above the door -these should be followed in an emergency evacuation.
- In the event of an emergency all persons should leave the building as quickly as possible and assemble on the main School carpark near the gate or playground near the field fence.
- Under no circumstances should anyone re-enter the building.
- Fire hoses and extinguishers are located in the hall and corridors. Please make yourself aware of their location. They are all clearly identified. THESE SHOULD BE USED ONLY IF SAFE TO DO SO - IF IN DOUBT, GET OUT.
- If it is necessary to call the fire brigade or any other emergency service, it is the responsibility of the hirer to do so. A telephone is located in the Reception and Main School Office. To obtain an outside line, the number 9 should be dialled followed by the number needed (if dialling 999 the additional 9 should be dialled i.e. **9999**). If asked for the name and address, it is Broad Oak Community Primary School, Brunswick Street, Parr, St Helens, WA9 2JE telephone number 01744 752340.
- Please ensure that you do not block any of the emergency exits.
- Please ensure that no vehicles are parked in such a way that entrance to the School either by the front gate or side gates is blocked to emergency vehicles.
- It is the responsibility of the hirer to have a register of those persons present, which should be checked off in the event of an emergency. The emergency services should be informed of any missing person.
- Smoking is not allowed anywhere on the School premises.
- In the event of any problems during the period of the letting and the caretaker/head teacher are not on the premises, please telephone the caretakers on:

Dave Selfridge 07412893325 or Vicky Ronan 07908784648

- A basic First Aid kit can be found in the School Office. However, it is recommended that complete First Aid kits are provided by and are the responsibility of the hirer.
- There are regulations regarding the ratio of adults to children involving any activities and it is recommended that these be adhered to for any letting.

4. Risk Assessment Procedure for Activities Taking Place Outside Normal School Hours

4.1 **What is Risk Assessment?**

Risk Assessment can sound very daunting, but it is an increasingly important factor in modern society. At its simplest, Risk Assessment is being aware of the need to identify and minimise the risk of accident or injury. It may sound difficult and time consuming, but in reality most of it is based on common sense. After planning any activity, you should think about what could go wrong, what incidents might happen and what injuries could result. Using the attached Risk Factor Matrix it is then possible to determine how severe the risk attached to such an activity might be. If the risk is too high the activity should not go

ahead. If the risk is quite high, steps should be detailed to reduce that risk. If the risk is low, then the activity can take place as planned, needing no further action.

4.2 Why do we need a Risk Assessment procedure?

As a Governing Body, we are ultimately responsible for the safety of all users of the School, and therefore we need to ensure that all such users are taking the necessary steps to protect themselves and those they are responsible for.

4.3 When should Risk Assessment take place?

When a new activity is being planned, Risk Assessment must be part of the planning process. If an activity is being repeated (e.g. weekly, annually), risk assessment should be reviewed, but a new record need not be submitted if the activity and the identified risks have not changed.

4.4 How is Risk Assessment carried out?

Risk Assessment should not be a lengthy process, but it must be undertaken in order to identify any potential risks of hazards of an activity. These could range from minor to extreme. The likelihood of an accident or injury and the severity of such injury must be considered, using the Risk Factor Matrix attached, and action taken to minimise risk or alternative activities considered.

4.5 How should Risk Assessment be recorded?

The suggested format is attached for recording Risk Assessment, which would be necessary in case of any insurance claim for negligence and/or personal injury. In case of such claims, evidence is needed that risks have been considered, evaluated and steps taken to minimise those risks. The completed forms should be shown to the Headteacher.

4.6 Who should get a copy?

One copy should be kept by the person/organisation undertaking the activity. One copy should be given to the Headteacher.

IF A RISK ASSESSMENT IS NOT FILED AN ACTIVITY WILL NOT BE ALLOWED TO TAKE PLACE.

5. Risk Factor Matrix

To calculate the Risk Factor of any activity:

5.1 Assess the SEVERITY of any accident or injury that may be caused by the activity (from 1 = negligible to 5 = fatality).

5.2 Assess the LIKELIHOOD of any accident or injury resulting from this activity (from 1 = extremely unlikely to 5 = certainty)

5.3 Multiply the SEVERITY by the LIKELIHOOD:

- If the result is between 1 and 6 the Risk Factor is LOW and no further action is needed.
- If the result is between 7 and 16 there is a significant Risk Factor, and improved controls to reduce the risks are needed.
- If the result is between 17 and 25 the Risk Factor is unacceptable and this activity should not take place.

Risk Factor Matrix		SEVERITY				
		Fatality	Major	Serious	Minor	Negligible
		5	4	3	2	1
Likelihood	Certain 5	25	20	15	10	5
	Very Likely 4	20	16	12	8	4
	A likelihood 3	15	12	9	6	3
	Unlikely 2	10	8	6	4	2
	Extremely Unlikely 1	5	4	3	2	1

LOW RISK FACTOR No further action necessary	SIGNIFICANT RISK FACTOR Improved controls required	UNACCEPTABLE RISK FACTOR Change activity
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6. Hire of Premises Checklist

The following documentation must be returned to the School Business Manager at the time of the booking.

- [] Hire of Premises Booking form
- [] Completed Risk Assessment Record Form
- [] Photocopy of hirer's current Public Liability Insurance in the amount of £2 million.
- [] Any fees payable in advance.

HIRE OF PREMISES BOOKING FORM

For the hire of: Hall/ Pitch/ Field/ PlayArea/Other.....

Note: This form is in respect of St Helens Council only owned land/buildings

DATE[S]:

TIME FROM: TIME TO:

FOR THE PURPOSE OF:

BY: Applicant's name,
..... address, postcode and
..... telephone number
..... Tel:

1. APPLICATION

All communications for the hire of Premises must be returned to the Headteacher ["the Manager"] on behalf of St Helens Council who may call for more details before the hiring is permitted.

2. APPLICANT

The Applicant who signs this Form must be over 18 years of age and shall be responsible for all payments and terms of hire.

3. FEES AND DEPOSIT

- 3.1 The hiring fee and any deposit shall be paid to the Manager at the time of booking.
- 3.2 Special arrangements may be made for payment for multiple bookings at the discretion of the Manager.
- 3.3 The deposit will be used towards making good any damage connected with the hiring and any balance will be returned to the Applicant. Paying a deposit does not limit liability of the Applicant.

4. CANCELLATION

In the event of cancellation by the Applicant the hiring fee may not be returned. Any unused balance of deposit will be returned to the Applicant.

5. PERMISSION TO USE THE PREMISES

The Applicant may use the Premises for the purposes stated above and no other purposes on payment of the hiring fee and under the terms of this permission.

6. APPLICANTS UNDERTAKINGS

The Applicant shall:

- 6.1 be responsible for the Premises and the behaviour of all persons connected with the hiring and their car parking arrangements so as to avoid any obstruction
- 6.2 take all precautions for the safety of all persons entering/using the Premises during the period of hire.
- 6.3 prevent the Premises being used in such a way which does or may cause a nuisance or annoyance to others in the vicinity

- 6.4 prevent damage to any part of the Premises which includes, but is not limited to, any decorations, furniture, fixtures and fittings, and building fabric and be liable for any damage to the Premises connected with the hiring,
- 6.5 in the event of any damage to the Premises connected with the hiring, to pay to the School on demand the costs of any such repair and any loss of income resulting from the Premises not being used which is attributable to the damage.
- 6.6 not move or alter or add to any furniture or equipment or electrical or heating or lighting systems at the Premises without the prior agreement of the Manager.
- 6.7 prevent the consumption of alcohol and gambling and gaming on the Premises unless the prior written approval of the Manager has been obtained and all legal requirements are met in full.
- 6.8 obtain any necessary consents and comply with all regulations connected with the permitted use of the Premises (for example, copyright, performing rights, licensing and gaming laws, fire and health and safety requirements).
- 6.9 indemnify the Manager and St Helens Council from and against all actions proceedings, costs, claims and demands or other liability which may arise in any way whatsoever in connection with any breach of the terms of this permission provided that such indemnity shall not apply to the extent that such actions, proceedings, costs, claims and demands or other liability are directly caused by the acts or omissions of the Manager or St Helens Council or their employees servants or agents (but not contractors). The Applicant confirms that s/he is insured in the minimum sum of £2 million in support of this indemnity and will produce to the Manager evidence of such insurance. Failure to produce satisfactory evidence of such insurance may result in cancellation at any time of the hiring by the Manager in which case any unused deposit will be returned but the hiring fee may not be returned. In this event the return of any unused deposit shall be the limit of St Helens Council's liability.
- 6.10 prevent smoking on any part of the Premises.
- 6.11 leave the Premises in a clean and tidy condition and securely locked.
- 6.12 observe any security requirements for the use of the Premises as the Manager may specify.

7. **GENERAL**

- 7.1 The Manager gives no warranty that the Premises are legally or physically fit or suitable for the Applicant's purposes and the Applicant must satisfy him/herself as to its suitability.
- 7.2 The Manager and all persons authorised by the Manager have the right to enter the Premises at all times.
- 7.3 The Manager reserves the right to cancel this hiring (or some part of it) without notice in the event of the Premises being rendered unfit or unavailable for use. In that event the Applicant shall be entitled only to a refund of the hiring fee and any unused deposit and the refund shall be the limit of liability for such a cancellation.
- 7.4 This licence is personal to the Applicant and may not be transferred.
- 7.5 The hiring does not grant any interest or estate in the Premises.

I, accept the above terms of hire

SIGNED [Applicant] Date:

RISK ASSESSMENT RECORD FORM

DATE[S]:

TIME FROM:

TIME TO:

FOR THE PURPOSE OF:

.....

BY:

Applicant's name,
address, postcode and
telephone number

.....

..... Tel:

Nature of Activity:

Assessment of SEVERITY of any accident or injury
(from 1 = negligible to 5 = fatality)

Assessment of LIKELIHOOD of any accident or injury
(from 1 = extremely unlikely to 5 = certainty)

Risk Factor (SEVERITY x LIKELIHOOD)

Additional control measures required/put in place to ensure safety:

SIGNED

[Applicant]

Date:

Section 2 – Charging and Remissions.

1. Introduction

This charging and remissions policy complies with statutory requirements, has regard to the Authority's policy statements on charging and is reviewed on an annual basis.

2. Charging for activities

There will be no charge for the following activities:

- Education provided wholly or mostly during school hours. This includes the supply of any materials, books, instruments, other equipment and also transport provided in school hours to carry pupils between the school and an activity
- Education provided outside school hours if it is part of the National Curriculum, or part of a syllabus for a prescribed public examination which the pupil is being prepared for at the school, or part of religious education
- Instrumental and vocal music tuition which is part of the National Curriculum or the first programme in which the whole class engages with the KS2 Programme of Instrumental and Vocal Tuition (Wider Opportunities)
- Instrumental and vocal tuition for children in care
- Entry for a prescribed public examination including re-sits provided that a pupil has been prepared for it at the school

3. Charging for transport.

The school will not charge for:

- Transporting registered pupils to or from the school premises, where the local education authority has a statutory obligation to provide transport
- Transporting registered pupils to other premises where the governing body or local authority has arranged for pupils to be educated
- Transport that enables a pupil to meet an examination requirement when he has been prepared for that examination at the school
- Transport provided in connection with an educational visit.

4. Voluntary Contributions

The school may ask for voluntary contributions towards the cost of activities or trips to assist with funding subject to the following conditions:

- Any children of parents who do not wish to contribute will not be treated any differently
- Where there are insufficient contributions to make the activity viable then the activity will be cancelled
- The above information is made clear to children
- Parents must not be made to feel pressurised into paying as it is voluntary and not compulsory

5. Chargeable Activities

The school may at times recover the full or partial costs of the following activities:

- Educational or other activities provided wholly or mainly outside school hours* which are not:
 - Part of the National Curriculum;
 - Part of a syllabus for a prescribed public examination which the pupil is being prepared for at school;
 - Part of religious education.(note: this could include extra-curricular school clubs).
- Transport (other than transport that is required to take the pupil to school or to other premises where the local authority/governing body have arranged for the pupil to be provided with education) provided wholly or mainly outside school hours*
- Board and lodgings on residential visits (subject to remission arrangements).
- Cost of entering a pupil for a public examination not prescribed in regulations, and for the cost of preparing a pupil for that examination outside school hours.
- Provision of instrumental and vocal tuition, which takes place during the school day and which has been requested by parents/carers.
- Extended day services offered to pupils (for example breakfast club and after-school clubs)

However at Broad Oak we will always strive to provide these for free.

When charging for the above activities charges will not exceed actual cost of providing the optional extra activity, divided equally by the number of pupils participating. It must not therefore include an element of subsidy for any other pupils wishing to participate in the activity whose parents are unwilling or unable to pay the full charge.

Furthermore in cases where a small proportion of the activity takes place during school hours the charge cannot include the cost of alternative provision for those pupils who do not wish to participate. Therefore no charge can be made for supply teachers to cover for those teachers who are absent from school accompanying pupils on a residential visit.

Participation in any optional extra activity will be on the basis of parental choice and a willingness to meet the charges. Parental agreement is therefore a necessary pre-requisite for the provision of an optional extra where charges will be made.

In calculating the cost of optional extras an amount may be included in relation to:

- any materials, books, instruments, or equipment provided in connection with the optional extra;
- the cost of buildings and accommodation
- non-teaching staff
- teaching staff engaged under contracts for services purely to provide an optional extra, this includes supply teachers engaged specifically to provide the optional extra
- the cost, or an appropriate proportion of the costs, for teaching staff employed to provide tuition in playing a musical instrument, or vocal tuition, where the tuition is an optional extra.

6. Remissions Policy

The charge for board and lodgings will be partly remitted for pupils whose parents are receiving income support, income-based job seekers allowance, family credit or disability working allowance, support under part VI of the Immigration and Asylum Act 1999, an income related employment and support allowance that was introduced on 27 October 2008.

Charges for other 'chargeable activities' may also be fully or partly remitted. Details of any remission arrangements will be made clear when parents are informed of charges for individual activities.

The Governors will ensure that there is sufficient money in the School Budget to ensure that these Children do not miss out on residential trips. However, the School Business Manager will try to source a bursary from the Board and Lodgings provider when there is a child whose Parents fall into the above category. If the Bursary is not available to contribute to the cost, the Governors will agree to pay for the partially remitted cost of Board and Lodgings.

During or outside of School hours

* Where an activity takes place partly during and partly outside school hours, there is a basis for determining whether it is deemed to take place either inside or outside school hours. However, a charge can only be made for the activity outside school hours if it is not part of the national curriculum, not part of a syllabus for a prescribed public examination that the pupil is being prepared for at the school and not part of religious education.

If 50% or more of the time spent on the activity occurs during school hours, it is deemed to take place during school hours. Time spent on travel counts in this calculation if the travel itself occurs during school hours. School hours do not include the break in the middle of the day.

Where less than 50% of the time spent on an activity falls during school hours, it is deemed to have taken place outside school hours. For example, an excursion might require pupils to leave school an hour before the school day ends, but the activity does not end until late in the evening.