# Roding Primary School



# with Provision for Deaf Children

# Charging & Lettings Policy

Ratified by Committee:	Personnel, Finance and Premises (including Health & Safety)
Adopted by Full Governing Body:	Autumn Term 2022
Next review due by:	Autumn Term 2025

Our aim is to be a school where everyone feels safe, works hard and has fun. All our policies support our ethos and stakeholders will be challenged if they fail to adhere to a policy and supported to be able to do so.

Roding Primary School and Nursery, with Provision for Deaf Children, is committed to the positive emotional wellbeing and mental health of all of our community members. This policy should be read in conjunction with the Emotional Wellbeing and Mental Health Policy.

# POLICY FOR CHARGING FOR SCHOOL ACTIVITIES

# Aim

We aim that no child will be excluded from any aspect of the school curriculum, or any school activity through cost, and that all children have an equal right of access to all activities. This policy sets out the terms under which charges are made for certain activities that the school undertakes and has been written in line with the Department for Education's guidance document "Charging for School Activities - May 2018", which can be found on the DfE's website

(<a href="https://www.gov.uk/government/publications/charging-for-school-activities">https://www.gov.uk/government/publications/charging-for-school-activities</a>). These set out the following principles:

School governing bodies and local authorities, cannot charge for:

- an admission application to any state funded school paragraph 1.9 (n) of the 'School Admissions Code 2012' rules out requests for financial contributions as any part of the admissions process;
- education provided during school hours (including the supply of any materials, books, instruments or other equipment);
- education provided outside school hours if it is part of the national curriculum1, or part of a syllabus for a prescribed public examination that the pupil is being
- prepared for at the school, or part of religious education;
- instrumental or vocal tuition, for pupils learning individually or in groups, unless the tuition is provided at the request of the pupil's parent;
- entry for a prescribed public examination, if the pupil has been prepared for it at
- the school; and
- examination re-sit(s) if the pupil is being prepared for the re-sit(s) at the school2.

Schools and local authorities can charge for:

- any materials, books, instruments, or equipment, where the child's parent wishes them to own:
- optional extras (see page below);
- music and vocal tuition, in limited circumstances (see page 6);
- certain early years provision3;
- · community facilities4.

# The need to charge

The education of children is free. However, certain activities, classed as Optional Extras, generate costs that cannot be borne from the school's budget. This includes transport, board and lodging for residential visits and extended day services (for example Breakfast Clubs). Whilst the school maintains a private fund, and has a generous Parents and Friends Association, there is still a need to generate funds for certain activities.

# **Optional Extras**

Charges may be made for some activities that are known as 'optional extras'. Where an optional extra is being provided, a charge can be made for providing materials, books, instruments, or equipment. Optional extras are:

- education provided outside of school time that is not:
  - a) part of the national curriculum;
  - b) part of a syllabus for a prescribed public examination that the pupil is
  - c) being prepared for at the school; or
  - d) part of religious education.
- examination entry fee(s) if the registered pupil has not been prepared for the examination(s) at the school;
  - 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);
  - board and lodging for a pupil on a residential visit;
  - extended day services offered to pupils (for example breakfast club, afterschool clubs, tea and supervised homework sessions).
- In calculating the cost of optional extras an amount may be included in relation to:
  - o any materials, books, instruments, or equipment provided in connection with the optional extra;
  - o 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; and
  - 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.

Any charge made in respect of individual pupils must not exceed the 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 prerequisite for the provision of an optional extra where charges will be made.

### **Day Trips**

Day trips are costed, and the cost of the trip is asked for as a voluntary parental contribution. No additions are levied to cover non-payment. Where hardship exists, the school may cover costs from private funds. If less than 90% of the cost is recouped from parental contributions, the Co-Head Teachers will decide if it is necessary to cancel the activity. We aim to ask parents to contribute to trips no more than twice per year.

# **Residential Visits**

Residential visits are costed to include all relevant costs, and the exact cost of the trip is requested from parents. No additions are levied to cover non-payment. Where hardship exists, a payment plan can be agreed with the parent(s) or carer(s) or the school may, as far as practicable, cover a proportion or all the costs from private funds. If less than 90% of the cost is recouped, the Co-Head Teachers will decide if it is necessary to cancel the activity.

### <u>Music</u>

The school can offer the opportunity for pupils to learn to play a musical instrument as an additional school activity and buys in the services of music teachers from an external provider. There is a termly charge for lessons which is agreed annually and will not exceed the total cost of providing this service. Currently, the charge for the 2018-19 academic year is £72 per term, as the school is charged for a full academic year, all music tuition booked must be for this period also. If a pupil/parent decides to cancel music lessons, the full year must be paid for and no refund will be given.

Activities such as recorder tuition, which is taught as part of the curriculum, may incur the cost of purchasing an instrument. Ownership is encouraged for practice and hygiene purposes. However, the school can give limited assistance, or lend instruments where financial hardship occurs.

# Visitors and visiting groups in school

From time to time, we bring into school theatre and musical groups, etc. The school will always endeavour to pay for these from its budget, but may also invite a voluntary contribution to offset costs. No child will be barred from attendance through non contribution.

# Curriculum activities e.g. cooking, sewing

No charges are made for curriculum activities. Voluntary contributions may be requested, but no child would be excluded.

### <u>Uniform</u>

The school also makes a charge for the supply of certain items of uniform. Parents are not obliged to purchase from the school, but we do offer certain items branded with the school logo for parents to purchase. The charge for this is set by the School Business Manager and is based on the cost of purchasing and administrating the sale of uniform.

# Extended Schools, Clubs and other extra-curricular activities

Roding provides a variety of extra-curricular activities as clubs at lunchtime and before and after school. Clubs run by outside providers are charged for on an individual basis according to the type of activity.

The school runs an onsite Breakfast Club, payment terms are advertised in advance.

The school also facilitates an extended schools provision through an After School Club run by a third party, KidsOwn, who set their own booking and payment terms. These terms are entirely at their remit and are not affected by this Charging Policy. Any queries around charges levied in respect of this service must be made to KidsOwn and not the school.

### **Breakages and Fines**

Parents may be charged on an ad hoc basis up to the full cost of any item belonging to the school's that has been lost or broken. Where damage to school property is caused by thoughtlessness or irresponsible behaviour, parents will be notified and expected to voluntarily reimburse part or all of the costs. If parents are unable to contribute financially, they will be expected to come to an alternative arrangement to compensate the school.

# **Certifying Documents**

A charge of £10 per form will be levied for certifying applications in respect of passports or for certifying any other type of document. All such requests must come through the main school office and will be completed within 5 working days of the request being approved.

# **Late Collection Fees**

Parents who are regularly late collecting their child will incur a late collection charge of £5 for each 15 minutes that they are late, not including the first 15 minutes, unless their lateness is as a result of an error made by the school or its partners e.g. those delivering an after school club. A senior member of staff will meet initially with parents identified as developing a pattern of late collection.

# **Remissions Policy**

The Co-Head Teachers, Personnel, Finance & Premises Committee or Governing Body may remit in full or part charges in respect of a pupil, if it feels it reasonable in the circumstances, particularly in cases where hardship exists, for example if a parent/child is in receipt of benefits or Free School Meals.

The Co-Head Teachers, Finance and Personnel Committee or Governing Body may decide that use of the Pupil Premium may be appropriate to subsidise certain activities for identified children. The extent of the subsidy will be decided upon on an individual basis and is entirely at the Co-Head Teachers and Governing Body's discretion.

The school will endeavour to access other funds from the local authority or private funds that may be available to support these activities, for example through running fundraising activities

In cases where financial support is provided for any parental contributions, either through a payment plan or through some level of subsidy provided, this will be decided upon on a case by case basis and entirely at the Co-Head Teachers or Governing Body's discretion, considering the circumstances of that case that are known at that time. This will consider the extent to which support will be provided, ether in terms of time allowed for payment or the amount of subsidy provided.

# All support is given in the strictest confidence.

# <u>Lettings</u>

The Governing Body at Roding Primary School levies charges for hire at rates laid down in the Lettings Policy.

The Governing Body has delegated responsibility for reaching speedy decisions to the Co-Head Teachers, who will consult with the Chair of the Governing Body, should anything outside the normal practise occur.

### Refunds

<u>Trips</u>: Once payment is made for a trip, refunds of individual contributions can only be arranged if the overall percentage of contributions is over 90% of the total cost. <u>The school do attempt to make a profit from trips and therefore if a large amount of money is left over, this should be refunded. As such, any surpluses generated from specific parental contributions for trips (not including general fundraising) that exceed 10% of Charging & Lettings Policy 2022 - 2025</u>

the total value of the cost of the trip, will be redistributed to the families of the children who participated, equally split amongst those families.

School Clubs: Once parents/carers commit their child to attend a certain club by returning the appropriate form, no refunds of money paid towards that club shall be made. Parents will have the option, however, within the first week of a club starting each term, to change the club that their child participates in, where space is available. There are independent terms and conditions for parents and the relevant organisations when a third party runs a club.

Music Tuition: Redbridge Music Service only allow for changes to tuition numbers to take place on an annual basis therefore, once parents/carers commit their child to taking part in music tuition, no refunds shall be offered for the full year for which they make payment unless there's a child on the waiting list that can take the place of the child that wishes to cease tuition. In this case, a refund will be provided effective from the half term after the current half term in which tuition is being taken. This will be the case regardless of when payment is made, unless the school is able to cancel the pupil's tuition with Redbridge Music Service before it has been confirmed.

<u>Uniform</u> – Refunds will not be provided to parents/carers for any items of uniform once purchased, therefore parents/carers must ensure that the item purchased is suitable for their child e.g. in terms of size, quality and materials. The school will consider returns made as a result of a defect or fault, however this is subject to the manufacturer agreeing that the item purchased is faulty and therefore providing the school with a refund in kind. This may involve us sending the defective item back to the manufacturer to determine if there is a fault, or not.

# **Lettings Policy**

- 1.1 <u>Introduction</u>
- 1.2 <u>Definition of a School Letting</u>
- 1.3 Management of Lettings
- 1.4 <u>Safeguarding</u>
- 1.5 Considering Applications for Lettings
- 1.6 Charges
- 1.7 Insurance
- 1.8 Health and Safety
- 1.9 Hire of Kitchen Facilities
- 1.10 Licensing Act 2003 Alcohol, Music, Dancing, Plays and Late Night Refreshment
- 1.11 Gambling Act 2005
- 1.12 Policy Review
- 1.13 Further Guidance

# APPENDIX A: Booking Form for School Lettings.....

The form captures the essential information needed by the school to make a decision on whether to accept or reject a booking, however the school must seek clarification directly from the applicant on any aspect which remains unclear.

### APPENDIX B: Terms and Conditions

The terms and conditions are sent to the applicant together with the booking form. When returning the booking form the applicant must sign their acceptance to these terms and conditions.

APPENDIX C: Approval Letter.....

Charging & Lettings Policy 2022 - 2025

Appendix C contains a model approval letter which sets out the next steps to be taken and provides the applicant with the essential information they will need. This model letter can be amended accordingly to include other important information.

APPENDIX D: Lettings Checklist for School Staff.....

The use of the check list has been adopted by school staff to ensure that all necessary steps before, after and during the hire have been taken.

APPENDIX E: Lettings Charges.....

### 1.1 INTRODUCTION

The Governing Body at their meeting on (see date above) adopted the lettings policy set out below. The school recognises that its premises are a valuable resource within the community and welcomes the opportunity to enable others to benefit.

### 1.2 DEFINITION OF A SCHOOL LETTING

A letting is defined as 'any use of the school building and grounds by parties other than the school'. Use of the premises for activities such as staff meetings, Governing Body meetings or where pupils are supervised by school staff, are considered school related and do not require a letting agreement.

### 1.3 MANAGEMENT OF LETTINGS

The Governing Body has delegated the responsibility for lettings to the Head Teacher, Helen Radmore. Where appropriate the Head Teacher may delegate all or part of this responsibility to other members of staff.

A record of lettings will be kept and will include information on users, finances, incidents, accidents, enquires and any lettings refused.

### 1.4 SAFEGUARDING

The school's Child Protection Policy and procedures must be consulted and followed when dealing with external organisations that work with children or young people. It is expected that all orgaisations working with children and young people will have their own child protection policy, a signed copy of which should be provided to the school in advance of the letting taking place.

### 1.5 CONSIDERING APPLICATIONS FOR LETTINGS

The Head Teacher will decide on the approval of the application with consideration to:

- Interference of school activities, priority at all times should be given to school functions.
- The availability of facilities.
- The availability of staff to open and close the premises.
- The school's child protection policies (please refer to 1.4) and health and safety policies (please refer to 1.8).
- Health and safety considerations in relation to the number of users, type of activity, qualifications of instructors etc.
- Adequacy of management procedures in place during the hire.
- The appropriateness of the letting and whether it is deemed compatible with the ethos of the school.

### 1.6 CHARGES

The applicant is required to pay the applicable charges 7 days to 1 month prior to the date of the hire. The letting will not be considered booked until payment is received.

The Governing Body or those with delegated powers are responsible for setting charges for each area available for hire. As a minimum, the school should achieve full cost recovery. Apportioning costs may be difficult and therefore estimates of associated variable elements can be used. The list below is not exhaustive.

Premises Management	Cost of staffing (including on costs) for additional security, caretaking, opening and locking premises. This charge will vary depending on staffing hours needed.
Administration	Administrative costs incurred by the school in managing lettings.  Example: one off admin charge of £10
Equipment Hire	Use of school equipment to cover wear and tear. The charge can vary depending on the type of equipment or number of units required.

	Example: £20 to cover wear and tear of gym equipment, chairs or tables etc.
Cleaning	If additional cleaning is required, the school can ask the cleaning contractor for a quote. This charge will vary depending on the extra cleaning hours needed. Example: Additional ½ hour @ standard rate of £9 per hour
	Additional cleaning costs may be applicable for the hire of kitchen facilities: The school meal contractor will need to advise whether extra cleaning will be undertaken by the contractor after the hire and prior to commencing with normal school meal activities. This may be a requirement even if the kitchen is cleaned thoroughly by the Hirer. The contractor should advise whether an extra charge is applicable and this should be added to the overall hire fee of the kitchen.
Heating/ Lighting	This can be calculated from known annual energy costs, and an estimate of the percentage of the school used for letting. The charge can be set higher in winter months to reflect the additional heating.  Example: £4 per hour outside of school hours (when heating lighting not otherwise on).
Insurance	Hirers will be charged for public liability insurance providing £2m indemnity limit as part of the booking fee unless proof of adequate equivalent insurance can be provided to the school.  (Please refer to 1.7 for more information).
Profit	This depends on whether the school intends to raise funds for the school.
VAT	Letting sports facilities e.g. tennis courts, are subject to VAT. Also where an extra and separate charge is made for the hire of equipment e.g. piano's, furniture, staging, lighting, VAT is due on that charge at the standard rate. The hire of halls or rooms are <b>not</b> subject to VAT unless equipment is provided such as nets, bats and balls in which case it is vatable. The school must record the VAT element of any income.
Deposit	Schools should request a deposit as well as a lettings fee as a surety against damage to the premises or equipment or the premises being left in an unacceptable condition incurring additional costs for cleaning, caretaking or other expenses.

### 1.7 INSURANCE

The school has in place a Third Party Hirers Liability Policy.

This Third Party Hirers 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. This policy is designed to cover hirers for low risk one-off type hires such as a parent hiring a hall for a birthday party or a regular meeting/gathering for discussion purposes.

The school's Third Party Hirers Liability Policy (underwritten by Royal Sun Alliance) is not designed to cater for any private activity groups or sports clubs, which are run on a commercial basis. Such groups will be asked to produce evidence of their own public liability insurance cover for a minimum of £2m, or £5m for more hazardous activities (i.e. karate or gymnastics). They should also produce evidence of their employers liability cover should this be applicable.

### 1.8 HEALTH AND SAFETY

Under the Health and Safety at Work Act 1974 the employer is responsible for the health and safety of employees and others who are on the premises.

- 1.8.1 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 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 phone.
- The school may agree for the hirer to use the school's first aid equipment, but this may be chargeable. Alternatively the hirer must make suitable arrangements for first aid.
- A <u>'LBR Accident and Incident Form'</u> must be completed by the hirer in the event of an accident or incident occurring on the premises that meets the criteria of a RIDDOR incident The hirer should consult with the Site Manager or School Business Manager if they are unsure if an accident should be reported or not.
- The school's site manager/caretaker will check that the premises has been left in a safe condition.
- 1.8.2 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), if the hire is part of a block booking.
- 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.

### 1.9 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 meal contractor before being approved.

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

# 1.10 LICENSING ACT 2003 - 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 must submit to the Council's Licensing service and the cost of which will be paid by the hirer.

Licensing information can be accessed through the Council's website by clicking here.

### 1.11 GAMBLING ACT 2005

A hire application which involves gambling activities must be referred to the Council's Licensing Service for advice on how to proceed. No application should be accepted without express permission from the Licensing Service.

For more information on 1.10 and 1.11 please contact – <u>Licensing.authority@redbridge.gov.uk</u> or call 0208 708 5231.

# 1.12 POLICY REVIEW

The Head Teacher/ Governing Body will review this policy and its appendices every 3 years.

# 1.13 FURTHER GUIDANCE

Further guidance on the following aspects can be found in the terms and conditions (APPENDIX B):

Attendance, Use and Access	Hirer's Equipment / Car Parking	Employers Liability Insurance
Health and Safety	School Equipment	Indemnity
Supervision of Children	Public Entertainment	Advertising
Working with Children	Liquor Licence	Smoking/ Use Of Explosive Substances
Charges / Cancellations	Gambling	Food and Drink
Condition and Damage	Public Liability Insurance	



# APPENDIX A: Booking Form for School Lettings <u>Roding Primary School</u>

BOOKING FORM FOR SCHOOL LETTINGS						
(Please use BLOCK CAPITALS)  Name of Hirer: (person, body,						
association, lim						
Address of Hirer:						
Contact Number(s):						
Email Address:						
F	Please provide deta	ails of contact pers	on for the hire	e if diff	ferent to the above	
Name/ Address Number(s)/ Emo						
Purpose of Hire: Please provide details of the type of activity being held, any equipment being used and anything else that might be relevant Maximum					Number	
number of Attendees:	Total Number of Attendees:		Number of Adults:		of Children:	
SINGLE BOOKING	Date of Booking:		Start Time:		End Time:	
	Frequency/ Days:					
BLOCK BOOKINGS	Start Date:				Start Time:	
End Date:					End Time:	
Bookings times	Bookings times must allow sufficient time for preparation and clearing away before and after the event.					
Facility Required (please tick):		□ Main Hall	□ Main Hall		□ Small hall	
		□ Kitchen	☐ Kitchen		□ Staffroom	
		□ Classroom		□ Playground		
		□ Field		☐ Other (please specify)		
Equipment Req	uired:					

Other Arrangements:

The school does not provide any warranty that the premises, facilities and equipment provided are suitable for the intended purpose of the hire. The hirer is required to satisfy themselves that their requirements are met and the facilities are fit for purpose.

<u>LETTINGS CHECKLIST</u>			
Will refreshments be served?	☐ YES	□ NO	
Will alcohol be consumed?	☐ YES	□ NO	
If yes, will the alcohol be served or sold?	☐ SERVED	□ SOLD	
Have you obtained the correct level of insurance cover required for the letting e.g. Public Liability? Please attach a copy to this booking form.	☐ YES☐ Tick to confirm documentation	□ NO you have provided the necessary	
Will the letting involve working with children/young people? If so, please provide a signed copy of your child protection policy	☐ YES☐ Tick to confirm documentation	□ NO you have provided the necessary	
Do all the staff/volunteers involved in this activity have the correct background checks carried out to allow them to perform this activity e.g. DBS, Barred List Checks?	□ YES	□ NO	
Are all adults carrying out the activity suitable to work with children unsupervised?	☐ YES		N/A
Will you take responsibility for any First Aid matters on site? If so, please attach a copy of the relevant first aid qualifications you hold.	☐ YES ☐ Tick to confirm documentation	□ NO you have provided the necessary	
Do you require the school to provide you with first aid equipment?	□ YES	□ NO	
Have you carried out the necessary risk assessments for any activities that will take place? If so, please provide copies of risk assessments with your booking form.	☐ YES☐ Tick to confirm documentation	□ NO you have provided the necessary	
Will you carry a register of attendees that you can use to account for participants in the event of an emergency evacuation?	□ YES	□ NO	
Do you require a Health and Safety Induction? We recommend this to anyone who has not used the school premises before	□ YES	□ NO	
Are you able to contact participants/parents in the event of the letting being cancelled?	□ YES	□ NO	
If permitted by the school, the relevant licence must be obtained for all events that will involve the sale of alcohol, gambling and public entertainment. Please contact the Licensing Authority on 020 8708 5231 or visit <a href="www.redbridge.gov.uk">www.redbridge.gov.uk</a> (Business & Consumer page).			

I have received, read and accept the Lettings Policy and the terms and conditions and confirm that I am over the age of 18.				
Signed (Hirer):		Date:		
Full Name (Hirer):				
	ation of whether this application h	as been accepted or reject	ed by post	or
email.				
PLEASE RETURN THE FORM	N TO:			
POST:	EMAIL:			
Caroline Durrance				
Roding Primary School	caroline.durrance@rodingprimo	ry.co.uk		
Roding Lane North Woodford Bridge				
Essex IG8 8NP.				
School Use Only) I				
• •	at the Lettings Checklist is comple	te and the information	□ Yes	□ No
If no, please provide furt				
1				
This application for lettin	g is ACCEPTED / REJECTED			
Signed (School):		Date:		
Name:		Position:		
		7 03.110.111		
No letting will be regard	ed as booked until the deposit an	d booking fee is received in	full, all real	 Jested
	omitted and a signed approval le			

# **Appendix 2 – Lettings Terms and Conditions**

### TERMS AND CONDITIONS

All terms and conditions set out below must be adhered to and the Hirer shall comply with any reasonable instructions given by the school. The 'Hirer' shall be the person making the application for a letting and this person will be personally responsible for payment of all fees or other sums due in respect of the letting.

### **USE AND ACCESS**

The premises shall only be used for the purpose and times agreed by the school.

No facility must be sub-let, or reassigned to any other organisation or individual.

The school retains the right to access the premises at all times during the letting period.

The Hirer shall be responsible for the preservation of good order for the duration of the letting until the premises are vacated and to ensure that no nuisance arises to the occupiers of adjoining premises.

### **HEALTH AND SAFETY**

The Hirer shall ensure that:

- the number of persons present during the letting does not exceed the number agreed by the school;
- all doors and corridors giving egress from the hired premises are kept unfastened and unobstructed;
- all proper safety precautions are taken for the protection of the users of the premises and equipment including adequate supervision;
- they are familiar with the fire and emergency evacuation arrangements, e.g. the actions to be taken in the
  event of a fire; the position of emergency call points, fire extinguishers, exit routes and that they have
  conveyed this information to all members of their group;
- the location of the nearest emergency telephone is known;
- there are suitable first-aid arrangements in place;
- the hired premises are left in a safe and secure condition and in a clean and tidy state;
- in the event of an accident or incident the school are informed at the earliest opportunity.

### SUPERVISION OF CHILDREN

At an event where the majority of attendants are children and the number of children in exceeds 100, the Hirer must ensure that a sufficient number of adults are stationed to prevent more children or other persons being admitted, to control the movement of the children and other persons and to take all other reasonable precautions for the safety of the children. This is a requirement of the Children's and Young Person's Act 1933.

### **WORKING WITH CHILDREN**

For any letting which involves working with children and/or young people, the Hirer must submit to the school a signed copy of their Child Protection Policy. Upon request the Hirer must also provide assurances that criminal record checks (DBS) for all staff and others working closely with children or for adults using the school premises at a time when school pupils or other young people may be on site have been obtained. Upon request the Hirer must provide details of qualifications, relevant registrations and references as well as other safeguarding information.

### **CHARGES**

The deposit and hire fee shall be due and payable 7 - 30 days before the booking (depending on the type of letting). If the premises are not vacated by the end of the hiring period a penalty charge at the hourly rate will be levied for each hour after the end of the hiring period.

### <u>CANCELLATIONS</u>

Bookings cancelled by the Hirer with 15 or more working days' notice - entitled to a full refund of the paid fee. Bookings cancelled by the Hirer with between 5 to 15 working days' notice – entitled to 50% refund of the paid fee. Bookings cancelled by the Hirer with less than 5 working days' notice – no refund of the paid fee.

The school has the right to refuse any application or withdraw permission for any letting at any time but will endeavour to give as much notice as possible; no payment, other than a refund of the paid hire fee and deposit, will be made.

Should the Hirer be in breach of the terms and conditions at any time, the school can terminate the agreement immediately and any paid hire fee and deposit, will not be refunded.

### **CONDITION AND DAMAGE**

The Hirer will keep the premises in a clean and tidy condition and all equipment is to be returned to the correct place of storage. No food, rubbish or other belongings of the Hirer should be left on the premises. Waste refuse sacks should be used and disposed of following the instructions of the school. The use of equipment and furniture, including cleaning materials is subject to agreement by the school and may attract an additional charge. No furniture or fittings shall be removed or interfered with. No fittings or decorating which require drilling or nails into fixtures, which are part of the school fabric, are permitted. The Hirer must report any damage occurring to the premises as soon as practical but no later than 72 hours following the hire. Any damage that occurs during the hire will be the responsibility of the Hirer and if the deposit does not cover in full the cost of making good any such damage, the Hirer shall pay the extra cost. If the school incurs any additional costs in respect of a letting e.g. through additional wasted being created necessitating an out of contract refuse collection, then the hirer must bear the cost of these charges.

### HIRER'S EQUIPMENT / CAR PARKING

The school does not accept liability for any loss or damage for any equipment bought or left on the premises, or theft or damage to vehicles parked in any car park provided.

#### **SCHOOL EQUIPMENT**

No school equipment will be used without direct permission from the school. The Hirer is liable for any damage, loss or theft of school equipment that is used and ensuring its safe return. The use of the school public address system and any other electronic equipment is not allowed unless directly authorised by the school.

### **PUBLIC ENTERTAINMENT**

Where the premises does not have a Public Entertainment Licence the Hirer will be responsible for obtaining such a licence or Temporary Event Notice (TEN) if required.

# **ALCOHOL / LIQUOR LICENCE**

Alcohol is not allowed to be sold or served on the premises unless permission is given by the school. If permission is granted to sell alcohol, a licence or Temporary Event Notice (TEN) must be obtained by the Hirer.

#### **GAMBLING**

No gambling is allowed without written permission from the school and relevant licence from the licensing authority.

### **COPYRIGHT LEGISLATION**

The Hirer has full responsibility for ensuring that any conditions imposed by copyright legislation are adhered to and that the proper licence(s) are in place and to complete the returns required by the Performing Rights Society, Phonographic Performance Limited, The Copyright Licensing Agency Limited and all other similar bodies.

### **PUBLIC LIABILITY INSURANCE**

Where requested by the school, the Hirer must hold public liability insurance for a minimum of £5m, or £10m for more hazardous activities, a copy of which must be supplied to the school.

### **EMPLOYERS LIABILITY INSURANCE**

Where requested by the school, the Hirer must hold employers liability insurance for a minimum of £10m indemnity in accordance with compulsory legal requirements.

# **INDEMNITY**

The Hirer agrees to indemnify the London Borough of Redbridge and the school against all damages and/or losses reasonably incurred by the Council arising from the breach by the Hirer of any of the terms of this agreement.

### ADVERTISING

The school must approve all advertising and posters concerning the use of the premises prior to their use.

### **SMOKING/ USE OF EXPLOSIVE SUBSTANCES**

The whole school premises is a non-smoking area, and smoking is not permitted within school buildings or on school grounds at any time. The use of explosive substances, fireworks, confetti, gas or any hazardous materials is expressly forbidden without the direct permission of the school.

# KITCHEN / FOOD AND DRINK

No food or drink may be stored, prepared, served or consumed on the premises without the direct permission of the school. Applications for the use of kitchen facilities should be made using the standard application form. If such an application is approved, the Hirer will agree to any specific conditions or instructions in relation to the use of the kitchen facilities made by the school.

# **APPENDIX C: Approval Letter**

Headed paper
(Date)
(Applicant's name & address)

# Dear (insert applicant's name)

### **Re: HIRE OF SCHOOL PREMISES**

The Co-Head Teachers and Governing Body of Roding Primary School have approved your application subject to the terms and conditions, for the hire of the school's premises on (insert date), between (start time) and (end time).

The facilities which you have permission to use are:

- List of accommodation including access to toilets, kitchen, first aid, reception as appropriate
- List of all equipment

Other facilities and equipment are not to be used without prior permission.

### **PAYMENT**

Attached is an invoice which covers the booking fee and where applicable, the refundable deposit. The invoice must be paid within the next seven days (please note this hire will not be regarded as booked until payment is received).

Payment can be made by cash or cheque (made payable to Roding Primary School) and sent to the school's address.

Following the hire and once the school has made certain that the hirer is not liable for any additional charges, the deposit held by the school will be refunded by cheque.

### **SCHOOL CONTACT**

On the date of the hire, the (job title and name i.e. school's caretaker) will be your main point of contact. (Name) can be contacted on (mobile and land line if appropriate).

Yours sincerely,

Mrs Helen Radmore Miss Melissa Nwankiti Co-Head Teachers on behalf of the Governing Body

# **APPENDIX D: Lettings Checklist for School Staff**

### LETTINGS CHECKLIST FOR SCHOOL STAFF

# Process Checklist:

- 1. Send enquiry pack with schedule of charges, terms and conditions and booking form
- 2. Completed booking form received by school
- 3. Check availability of premises/ equipment/caretaker or security staff
- 4. Assess suitability of activity
- 5. If the completed application is from an organisation which will be working with children/young people, check the school has followed the relevant safeguarding procedures.
- 6. Calculate cost of hire
- 7. Book letting into the diary with hirer's name and contact number and inform Head Teacher, Site Manager and Finance Officer
- 8. Where the booking has been accepted, a letter provisionally confirming the hire will be sent to the applicant along with an invoice to cover the booking fee and deposit (APPENDIX C).
- 9. Deposit/payment received

Health	and	Safety	/Che	cklist.
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The S	chool has informed the Hirer of the following:
	Limits on accommodation and equipment (e.g. out of bounds area)  Emergency evacuation procedures and fire arrangements including location of fire extinguishers, call points and emergency exits
	Location of first aid box (if hirer not providing their own)
	Location of toilets
	Non Smoking Policy
	Who to inform of any accidents/ incidents/damage or hazards
	In the case of "repeat" bookings the person on duty will inform the Hirer of any changes
After	the Booking:
	Premises staff to check the premises for any damage and report to the School Business Manager
	Return deposit if everything reported to be in order

# **Appendix E: LETTING CHARGES FOR FUNCTIONS**

	Mondays to Fridays Per hour	Saturdays, Sundays and Bank Holidays Per hour
Small hall	£11.10 before 6 pm £22.10 after 6 pm	£44.10
Junior Hall	£22.10 up to 6 pm £44.10 after 6 pm to 10.00 pm	£88.20
Kitchen**	£34.80	£55.20
Hall & kitchen	£77.20	£143.50
Staffroom	£11.10 before 6 p.m. £22.10 after 6 p.m.	£22.10
Playground or Field	£27.60 before 6 pm £44.10 after 6 pm To be reviewed annually	£44.10

The above prices come into effect from December 2022. Thereafter, the school Governing Body will apply an inflationary increase of approximately 2.5% annually to the above prices. This is to be applied at the governors' discretion.

The Co-Head Teachers is able to apply discretion on one-off or long term lettings.

# **PFA Charges:**

To promote our partnership, the PFA shall not be charged a letting fee, but are required to complete a Lettings form confirming their adherence to the terms and conditions of the lettings.

<sup>\*\*</sup> The use of the kitchen does not include the use of any equipment which is strictly forbidden. A deposit of **25% of the total cost of a single hire** is required to cover damage, breakages etc. or in the event of cleaning being required afterwards, and is only refundable on satisfactory completion of the letting.