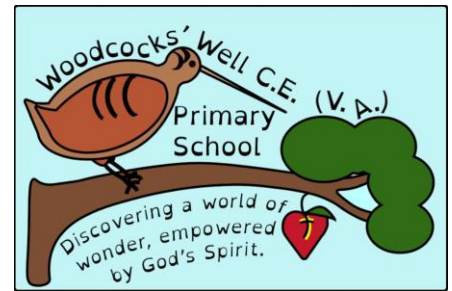


# Charging and Letting Policy

- Amendments to Policy: October 2024
- Policy effective from: June 2023
- Review date: June 2025
- Full Governing Body



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## Charges

### Educational trips and residential visits

The Governing Body places a high value on the benefits gained by pupils participating in educational trips and residential visits in support of the curriculum and development of interpersonal skills. As the school may not make a charge for a visit which takes place during the school day, parents are asked to make a voluntary contribution towards the costs. Such a contribution is not compulsory but the visit may not be able to take place unless parents help in this way. Every effort is made to keep costs at a reasonable level and the Headteacher may use the school's delegated budget to subsidise educational trips and provide additional financial assistance to individual families as and when the need arises.

### Music Tuition

The school has engaged specialist Music Tutors to offer a range of instrumental tuition during the school day. This is an optional activity and parents are advised of the fees prior to committing to the programme. Learning an instrument at an early age encourages responsibility and children are expected to practice, remember their instrument and attend their tuition session. Payment will be made direct to the provider by parents.

### Extra-curricular and fund-raising activities

A wide range of extra-curricular activities are offered throughout the academic year by school staff and outside organisations. Activities provided by school staff are free of charge with the exception of consumable costs (e.g. materials for Craft Club). Sessions delivered by outside organisations do incur charges and parents are advised in advance. In order to keep costs to a minimum for families, the Headteacher has the Governing Body's authority to waive lettings charges for the provision of extra-curricular activities by third parties and events organised by the Parent Teacher Association.

## Lettings

### Introduction

The Governing Body of Woodcocks Well Primary School regards the school buildings and grounds as a community asset and will make every reasonable effort to enable them to be used as much as possible. However, the overriding aim of the Governing Body is to support the school in providing the best possible education for its pupils, and any lettings of the premises to outside organisations will be considered with this in mind. It is also the policy of the Diocese to maximise the use of all educational premises and to seek to encourage the active participation of as wide a range of groups as possible from the community.

### Definition of a Letting

A letting may be defined as “any use of the school premises (buildings and grounds) by either a community group (such as a local music group or football team), or a commercial organisation. A letting must not interfere with the primary activity of the school, which is to provide a high standard of education for all its pupils.

### Charges for a Letting

The Governing Body is responsible for setting charges for the letting of the school premises. A charge will be levied which covers the following:

Cost of services (heating and lighting);

Cost of staffing (additional security, caretaking and cleaning) - including “on-costs”;

Cost of administration;

Cost of “wear and tear”;

Cost of use of school equipment (if applicable);

Where there are multiple lettings taking place at the same time, the costs for services and staffing will normally be shared between the organisations involved.

The specific charge levied will be reviewed annually, during the Summer Term, by the Full Governing Body for implementation from the beginning of the next academic year. Or, in the event of a Leasehold Agreement being in place, the agreement will be reviewed in accordance with the terms agreed and detailed in the document. Such agreements are drawn up formally and the process is overseen by Chester Diocese of Education. Current charges will be provided in advance of any letting being agreed.

### Management and Administration of Lettings

The Headteacher is responsible for the management of lettings. Where appropriate, the Headteacher may delegate all or part of this responsibility to other members of staff, whilst retaining overall responsibility for the lettings process.

If the Headteacher has any concern about whether a particular request for a letting is appropriate or not, s/he will consult with the Chair of the Governing Body, who is empowered to determine the issue on behalf of the Governing Body. In addition, the Headteacher may consult with the Chester Diocese of Education regarding any individual letting, and as a result the letting application may be refused.

Woodcocks' Well CE (VA) Primary School is mindful of 'Keeping Children Safe in Education and the DfE Prevent Duty Recommendations which set out to ensure that arrangements are in place to promote pupils' welfare and prevent radicalisation extremism.

### **The Administrative Process**

Organisations seeking to hire the school premises should approach the Headteacher (or other designated member of staff), who will identify their requirements and clarify the facilities available. A form (see appendix) should be completed at this stage. The Governing Body has the right to refuse an application, and no letting should be regarded as "booked" until approval has been given in writing by the Headteacher. No public announcement of any activity or function taking place should be made by the organisation concerned until the booking has been formally confirmed.

Once a letting has been approved, a form will be sent to the hirer, setting out full details of the letting and enclosing a copy of the terms and conditions and the hire agreement. The person applying to hire the premises will be invoiced for the cost of the letting, in accordance with the Governing Body's current scale of charges. (The school may wish to seek payment in advance in order to reduce any possible bad debts.)

The hirer should be a named individual and the agreement should be in their name, giving their permanent private address. This avoids any slight risk that the letting might be held to be a business tenancy, which would give the hirer security of tenure.

All lettings fees which are received by the school will be paid into the school's delegated budget, in order to offset the costs of services, staffing etc (which are funded from the school's delegated budget). Income and expenditure associated with lettings will be regularly monitored to ensure that at least a "break even" situation is being achieved. All lettings to be referenced in the Head teacher's governors report.

### **Public Liability and Accidental Damage Insurance**

All organisations submitting applications for letting of school premises must certify that they possess an appropriate level of cover for the activity being undertaken.

Appendix 1 Current approved charges

Appendix 2 Application for use of school facilities (including the regulations for use)

Appendix 3 Risk Assessment Form - East Cheshire

This policy will be updated on an annual basis

ACADEMIC YEAR APPROVED CHARGES

Educational trips and residential visits

Variable level of donation based on actual costs incurred.

Music tuition

Variable level dependent upon provider.

Extra-curricular activities

Variable fees as determined by outside organisations and cost of consumable materials.

Lettings

The Governing Body has determined the following rates for long-standing users of the facilities:

Adventure Clubs £7,000 per year

Indoor sports activity £10.00 per hour

Other Indoor Clubs £10.00 per hour

Outdoor sports activity £10.00 per session

APPENDIX 2

**APPLICATION FOR USE OF SCHOOL FACILITIES**

PLEASE PRINT

Name of organisation:	
Purpose for which school facilities will be used	
maximum number of persons to be admitted  Please state if all participants are under the age of 18 years	
Contact name	
Address for correspondence	
Telephone numbers Daytime: Evening: Mobile:	
Name and contact details for person with responsibility for supervision during the period of hire	
Affiliation details to leagues and associations including membership number and expiry date	
Rooms / facilities requested	
Day(s) and date(s) requested	
Total number of sessions	
Time requested (to nearest quarter hour) Access from:  Depart at:	

**HIRER'S DECLARATION (MUST BE OVER THE AGE OF 18 YEARS)**

I / we have read and agree to accept and abide by the conditions and regulations of hire.

I / we certify that I / we will be directly responsible for the proper use of the school premises and will reimburse the school for all expenses incurred in reinstating any damage to the premises, furniture, equipment, playing fields etc caused by the letting or by any person admitted to the premises / facilities by me.

I / we certify that all insurances and licenses required for the activity undertaken using the school's premises / facilities will be held and maintained (including public liability insurance sufficient to reinstate the school for any losses - to a level advised by the school's Bursar).

For hirers with participants under the age of 18 years: I / we confirm that evidence is held that enhanced CRB checks have been carried out on all appropriate individuals responsible for the proposed activities and I am / we are satisfied that based on this information they do not present a risk to children.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Full name (CAPITALS) \_\_\_\_\_

On behalf of \_\_\_\_\_

All arrangements for use of Woodcocks' Well CE (VA) Primary School facilities are subject to the school reserving the right to cancel bookings when the facilities are required for use by the school or are rendered unfit for the intended use howsoever caused.

**FOR SCHOOL USE**

Availability of rooms / facilities confirmed Dates N/A	
Costing per session	
Discounts applied	
Payment schedule	
Details of Public Liability Insurance	
Risk Assessment satisfactory (including DBS checks for activities involving children)	
Electrical equipment PAT tested	
Booking approved by	

## SCHOOL PREMISES/FACILITIES HIRING AGREEMENT - HIRING CONDITIONS

1. In this Agreement:

1.1 “the Owners” means Woodcocks Well Primary School, Church Street, Mow Cop, Stoke on Trent, ST7 3NQ.

1.2 “the Agent” means the Head teacher.

1.3 “the Hirer” means the person signing the application form and in addition any organisation for whom he/she is stated in such form to be representing. The liability under this Agreement of such person and such organisation shall be joint and several.

1.4 “the School Premises” means the above-mentioned School or any part of it

2. The Hirer shall:

2.1 not permit more than the number of persons stated in the application form to be in the School Premises at any one time.

2.2 not use the School Premises or the relevant part thereof other than for the purposes and at the times stated on the application form.

2.3 accept that this Agreement is personal to the Hirer and any organisation which he/she represents and is not assignable and no other person or organisation shall be permitted to use or share the School Premises under the terms of this Agreement. It constitutes permission only to use the School Premises and confers no tenancy or other right of occupation on the Hirer.

2.4 not permit any animals to be brought onto or kept on the School Premises.

2.5 comply with and observe the School’s no-smoking policy on all parts of the School Premises including its grounds (not just in that part of the School Premises hired under this Agreement).

2.6 indemnify and keep the Owners indemnified against all personal injury claims damage to the School Premises and/or damage or loss of any property on the School Premises occurring during or in relation to the hiring or while persons are entering or leaving the School Premises pursuant to the hire however and by whomsoever caused and shall obtain public liability insurance cover in a minimum sum of £5m for the period of hire (individual persons hiring for sole use excepted) and attach a copy of such insurance cover to the application form producing it to the Agent at least 48 hours before the hiring.

The only exception to the above insurance requirement is if the Hirer is a loose-knit community group or an individual person hiring for sole use. In that circumstance the Agent can exempt the Hirer from the need to have Public Liability insurance against personal injury claims, providing risk management controls are in place. A risk assessment should be completed for the activity itself as well as a risk assessment to consider the risks of allowing the third party to use the building. However, all commercial Hirers and Hirers that owe a duty of care to persons taking part in an activity that it organises on the School Premises must have the £5m minimum indemnity in their own name.

2.7 accept that the Owners shall not be responsible for any loss, theft or damage to any property arising out of the hiring nor for any loss, damage or injury which may be suffered by or be done or happen to any person using the School Premises during or in relation to the hiring arising from any cause whatsoever or for any loss due to any breakdown of machinery, failure of supply of electricity, leakage of water, fire, government restriction, requirement of the Local Authority or Act of God which may cause the School Premises to be temporarily closed or the hiring to be interrupted or cancelled and the Hirer shall indemnify the Owners against any claim which may arise out of the hiring or which may be

made by any person using the School Premises during or in relation to the hiring in respect of any such loss, damage or injury.

2.8 accept that the use of the School Premises is in common with the Owners and any other persons authorised by them and the right at any time to enter the School Premises and remain on the premises during the hiring is reserved to the Owners and the Agent.

2.9 shall ensure that at all times good order is kept on the School Premises.

2.10 not use school equipment without the Agent's specific consent. Any telephone calls on the school 'phone must be paid for unless they are genuine emergency calls.

2.11 accept that the Owners or the Agent may put a stop to any activity on the School Premises which in their opinion is not properly conducted or which may infringe the Hirer's obligations set out in this Agreement and shall be entitled to cancel the booking whether before or during the hiring without notice or refund of any fees paid.

2.12 ensure that no bolts, nails, screws, bits, pins, spikes or other objects shall be driven into the fabric or furnishings of the School Premises nor shall any articles be affixed thereto.

2.13 ensure that no structural alterations whatsoever shall be made to the School Premises.

2.14 ensure that no footwear shall be worn which could damage the surface of any floor. Any marks from black shoes must be removed at the end of each hiring/session of use.

2.15 leave the School Premises in a clean and orderly state at the end of the hiring or each session of use.

2.16 ensure that all property brought onto the School Premises during each hiring is removed on the expiration of the hiring or each session of use. The Owners shall not be responsible for any property left behind and reserve the right to charge extra while it is on the School Premises.

2.17 ensure that no slogans, advertisements, flags, emblems or decorations shall be displayed outside the School Premises whether affixed to the same or free standing and the Hirer shall remove any slogan, advertisement, flag, emblem or decoration displayed inside the School Premises if in the opinion of the Agent it shall be unlawful, unseemly, libellous or expose the School Premises to an undue risk of fire or is likely to lead to a disturbance or is otherwise regarded as inappropriate.

2.18 ensure that no exits are blocked or chairs or obstructions are placed in corridors or fire appliances are removed or tampered with and the Hirer shall ensure that users of the School Premises are aware of the locations of emergency exits and fire-fighting equipment. The Hirer shall co-operate in fire drills from time to time.

2.19 ensure that any lights or other electrical apparatus which shall be connected to the electrical installation in the School Premises shall be properly insulated and fused and electrical plugs and sockets shall not be overloaded. All must be fully electrically tested and comply with the current Electricity at Work Regulations. No unauthorised heating appliances shall be brought onto the School Premises or used in them.

2.20 ensure that the playground is not used for parking other than with the specific consent of the Agent.

2.21 comply with all conditions attached to any music or dancing licence and any theatre licence for the School Premises. A copy of each such licence may be seen on application to the Agent and the Hirer shall be deemed to have had notice of all such conditions and shall indemnify the Owners against all losses, costs, damages and expenses resulting from any failure to comply with the same.



2.22 strictly comply with all legal requirements regarding the sale and consumption of alcoholic liquor, the performing of plays and the exhibition of cinematograph films and shall not infringe any copyright subsisting under the Copyright Act 1956. The Owners or the Agent shall be entitled to require proof that the provisions of this clause have been complied with 48 hours before the hiring. All legal requirements of Gaming and Lottery legislation shall similarly be observed without infringement.

2.23 ensure that all scenery and costumes used for stage performances and the like are fire-proofed.

2.24 if the hiring includes the use of the School kitchen ensure compliance with all such conditions as the Owners or the Agent may prescribe at the time of the hiring.

2.25 ensure that nothing shall be done on the School Premises which shall endanger other users or invalidate any insurance cover relating to the School Premises.

2.26 ensure that any activities involving children comply with all relevant legislative, local Children's Services, local authority and OFSTED requirements as are appropriate including the necessity of obtaining CRB disclosure checks on all adults in attendance for the Hirer's activities when children are on the School Premises.

2.27 ensure that payment is made by cheque to "Woodcocks Well Primary School" and sent to the Agent 7 days in advance of the hiring. The Hirer will have no right to use the School Premises until full payment is received. In the event of cancellation howsoever caused the question of any refund shall be at the absolute discretion of the Agent.

2.28 comply with any guidance on acceptable/unacceptable behaviour produced by the Agent or other representative of the Owners and provided to the Hirer

2.29 at all times during the hiring comply with the School's security fire and health and safety arrangements as brought to the Hirer's attention and ensure that any specific instructions in relation to site security are carried out in accordance with such instruction

2.30 The Hirer must be responsible at his/her own expense for carrying out his/her own risk assessment with regard to the hiring

3 This hiring agreement may be terminated by either party giving to the other one month's notice in writing, such notice from the Hirer to be served on the Agent for the time being or his/her successor and such notice served by the Owners or the Agent to be served on the Hirer or the Hirer's representative at the address stated in the Hiring Application form (service by fax or email not being acceptable)

Notice to have immediate effect may be served by the Owners or the Agent in the event of mis-use, damage caused to property, fixtures and fittings or damage to persons or other fundamental breach of these terms and conditions

## **REGULATIONS FOR USE OF SCHOOL FACILITIES**

### **CHARGES**

- The Governing Body reviews the charging policy on an annual basis with revised rates effective 1st September.
- Community rate is offered to public, charitable, non-profit making and other comparable organisations, excluding commercial or private users.
- Commercial rate applies to any user intending to use the facilities for a commercial or private function, e.g. dance classes, drama schools or a purely social occasion such as a wedding party.
- The period of hire represents time of access to the school's facilities and an agreed departure time with handover to the next hirer or the duty key-holder.
- Where your use of the facilities results in the duty key-holder or other members of staff having to carry out additional duties, e.g. moving of furniture or equipment; building / dismantling the stage; or additional cleaning, the cost will be charged to the hirer.

### **USE OF PREMISES / FACILITIES**

- The Managers/Governors of the school are responsible for deciding on the use of the school facilities. In considering all requests from outside bodies the needs of the school must be taken fully into account and the first priority must always be given to the school's requirements.
- Bookings are approved on the basis that school events may require sessions to be moved to alternative rooms or may be cancelled. Managers/Governors will endeavour to provide advance notice of such changes and will agree appropriate alternative arrangements with the hirer.
- Long-term bookings will be approved for a period of up to 12 months renewable by application effective 1 September annually.
- Application forms for use of the school facilities must be submitted to the school's Bursar.
- The hirer is directly responsible to the Managers/Governors for the proper use of the school facilities.
- The hirer is responsible for obtaining and maintaining all appropriate licenses, insurances and permissions required for the activity to be undertaken.
- The hirer is restricted to the facilities as stated and approved on the application form. The school has a zoned alarm system and access is not permitted to other areas.
- There will be no scheduled testing of the alarm system during your booking and you will be responsible for organising your own evacuation and assembly procedures in the event of a continuous fire alarm bell sounding.
- Contact telephone numbers are provided on confirmation of your booking should you require any emergency assistance during your sessions.
- You are responsible for reporting any suspicious person / activity to the school's duty key-holder or relevant emergency service as appropriate.

## **GENERAL CONDITIONS OF USE**

- All exits must be kept clear.
- The school may not be used for any purpose after 11.00 pm except by special permission of the Managers/Governors.
- No facilities / equipment may be used except those specified on the approved application form.
- The hirer must take special precautions to ensure adequate supervision of all facilities stated on the application for use.
- No polish may be used on the floors.
- Appropriate footwear
- No litter to be left on the school premises.
- If it is proposed to consume intoxicating liquors, the specific approval of the Managers/Governors must be obtained prior to applying for the appropriate licenses.
- Any electrical equipment must be PAT tested in advance by school staff.

## **PERFORMING RIGHTS SOCIETY LTD**

- The contract licence, held by Cheshire East Council on behalf of the school, covers the performance of copyright music so far as the Performing Rights Society is concerned, in all buildings owned, leased or controlled by the Authority for educational performances under the Education Acts.
- At any entertainment or performance within such premises at which a charge is made, programme returns must be sent by the organisers to the Performing Rights Society within seven days of the performance. The organisers will be responsible for the payment of any fees direct to the Performing Rights Society.

## **USE OF PIANO**

- Applications stating the use of the piano are approved on the condition that use is limited to suitably proficient individuals (with adequate adult supervision for individuals under the age of 18).
- Any damage or unscheduled tuning will be charged to the organisation using the piano.

## **PLAYING FIELDS**

- Governors in consultation with grounds staff decide whether or not the playing fields can be used on any occasion having regard to the school's requirements, the state of the ground and the weather conditions.
- School playing fields and other outdoor facilities, when not required by the school, may be made available for hire for use by organised bodies. Use beyond the scope of an approved booking application constitutes trespass.

- Managers may refuse or cancel permission at short notice should it be considered that the proposed use would lead to damage due to over-use or to lack of supervision.

### **DAMAGE TO PREMISES / FACILITIES AND INSURANCE**

- The hirer will be directly responsible to the Managers/Governors of the school for the proper use of school facilities and will be required to reimburse the school for all expenses incurred in reinstating any damage to the premises / facilities / equipment caused by the hirer or any person admitted to the premises by the hirer.

### **ARRANGEMENTS FOR ACTIVITIES INVOLVING JUNIORS (UNDER 18 YEARS)**

- The hirer is responsible for the conduct of all participants and must ensure adequate supervision is provided at all times (ensuring prompt arrival and departure from school premises at each session).
- All adults involved in your activity must hold appropriate coaching qualifications and DBS disclosures.
- Your risk assessment must ensure consideration is given to adequate supervision of juniors as other hirers of the school facilities may not be subject to DBS checks.

### **PAYMENT**

- Cash or cheque payments (payable to “Woodcocks Well Primary School”) are accepted at the school’s Main Office and a receipt will be issued.
- New hirers are required to pay for sessions in advance.
- Long-established hirers with long-term bookings may be offered the option to pay by invoice on a staged basis. Payment terms 7 days.
- Bookings of ten or more sessions may be VAT exempt. Further information regarding the conditions for VAT exemption is available on request via the school’s Bursar.

### **CANCELLATION BY HIRER**

- A minimum of seven days’ notice of cancellation is required.
- Cancellation charges will be incurred on a per hour basis at a rate of 80% of the remaining value of the booking for the period 1 September to 31 March to the extent that the school is unable to rehire the facilities for any part of the remaining contracted period.
- The school will reimburse the balance of any pre-paid booking fees within 30 days of cancellation (subject to the point above).

### **CANCELLATION BY THE SCHOOL**

- The Governors reserve the right to cancel bookings with immediate effect on the following grounds: non-payment, damage to facilities, inappropriate use of facilities, activities undertaken by the hirer beyond the scope of the booking or other actions deemed to warrant cancellation.