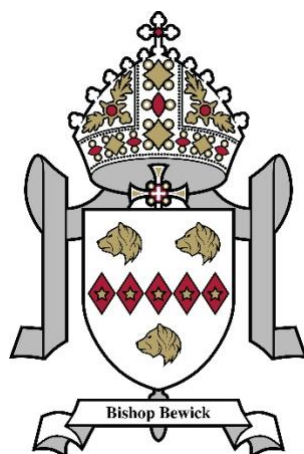




## Bishop Bewick Catholic Education Trust

|                      |        |                                                   |             |          |
|----------------------|--------|---------------------------------------------------|-------------|----------|
| Policy Title:        |        | Charging & Remissions (including lettings) Policy |             |          |
| Date of Approval:    |        | November 2022                                     |             |          |
| Approved by:         |        | Trust Board                                       |             |          |
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| Applies to:          |        | All school & Trust settings                       |             |          |
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| 1                    | COO    | Jun 2022                                          | Trust Board | Original |



## **Charging & Remissions (including lettings) Policy**

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## 1. Aims

Our Trust aims to:

- Have robust, clear processes in place for charging and remissions.
- Clearly set out the types of activity that can be charged for and when charges will and will not be made.
- Offer a range of activities and visits whilst minimising the financial barriers that may prevent some pupils from taking full advantage of these opportunities.

## 2. Legislation and guidance

This policy is based on advice from the Department for Education (DfE) on [charging for school activities](#) and [the Education Act 1996](#), sections 449 to 462 of which set out the law on charging for school activities in England. Schools are required to comply with this Act through their funding agreements.

It's also based on guidance from the DfE on [statutory policies for schools and academy trusts](#).

This policy complies with our funding agreement and articles of association.

## 3. Definitions

- **Charge:** a fee payable for specifically defined activities
- **Remission:** the cancellation of a charge which would normally be payable

## 4. Roles and responsibilities

### 4.1 The Trust Board

The Trust board has overall responsibility for approving the charging and remissions policy, but delegates the application of this policy to each school's headteacher and Local Governing Committee for their school.

The Trust board also has overall responsibility for monitoring the implementation of this policy.

Monitoring the implementation of this policy has been delegated to the Finance & Resources Committee.



## 4.2 Headteachers

Each headteacher is responsible for ensuring their staff are familiar with the charging and remissions policy, and that it is being applied consistently.

## 4.3 Staff

Staff are responsible for:

- Implementing the charging and remissions policy consistently.
- Notifying the headteacher of any specific circumstances which they are unsure about or where they are not certain if the policy applies.

## 4.4 Parents

Parents are expected to notify staff or the headteacher of any concerns or queries regarding the charging and remissions policy. If necessary, a school should refer to the Trust's Chief Operating Officer and/or the Central team for any points of clarification.

## 5. Where charges cannot be made

Below we set out what we **cannot** charge for:

### 5.1 Education

- Admission applications
- Education provided during school hours (including the supply of any materials, books, instruments or other equipment that are necessary to deliver the curriculum).
- Education provided outside school hours if it is part of:
  - the National Curriculum
  - a syllabus for a prescribed public examination that the pupil is being prepared for at the school
  - 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.
- Examination re-sit(s) if the pupil is being prepared for the re-sit(s) at the school.



## 5.2 Transport

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

## 5.3 Residential visits

- Education provided on any visit that takes place during school hours.
- Education provided on any visit that takes place outside school hours if it is part of:
  - the National Curriculum
  - a syllabus for a prescribed public examination that the pupil is being prepared for at the school
  - religious education
- Supply teachers, covering for teachers who are absent from school, accompanying pupils on a residential visit.

## 6. Where charges can be made

Below we set out what we **can** charge for:

### 6.1 Education

- Any materials, books, instruments or equipment, where the child's parent wishes him or her to own them.
- Optional extras (see section 6.2).
- Music and vocal tuition, in limited circumstances (see section 6.3).
- Certain early years provision.
- Community facilities.
- Examination re-sit(s) if the pupil is being prepared for the re-sit(s) at the school **and** the pupil fails, without good reason, to meet any examination requirement for a syllabus.



## 6.2 Optional extras

We are able to charge for activities known as 'optional extras'. In these cases, schools can charge for providing materials, books, instruments or equipment. The following are optional extras:

- Education provided outside of school time that is not part of:
  - the National Curriculum
  - a syllabus for a prescribed public examination that the pupil is being prepared for at the school
  - 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 or governing board has 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 (such as breakfast clubs, after-school clubs, tea and supervised homework sessions).

When 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 (including 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.

Any charge made in respect of individual pupils will not be greater than the actual cost of providing the optional extra activity, divided equally by the number of pupils participating.



Any charge will not include an element of subsidy for any other pupils who wish to take part in the activity but whose parents are unwilling or unable to pay the full charge.

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.

Parental agreement is necessary for the provision of an optional extra which is to be charged for.

### 6.3 Music tuition

Schools can charge for vocal or instrumental tuition provided either individually or to groups of pupils, provided that the tuition is provided at the request of the pupil's parent.

Charges may not exceed the cost of the provision, including the cost of the staff giving the tuition.

Charges cannot be made:

- If the teaching is an essential part of the National Curriculum.
- If the teaching is provided under the first access to the Key Stage 2 instrumental and vocal tuition programme.
- For a pupil who is looked-after by a local authority.

### 6.4 Residential visits

We can charge for board and lodging on residential visits, but the charge must not exceed the actual cost.

## 7. Voluntary contributions

As an exception to the requirements set out in section 5 of this policy, a school is able to ask for voluntary contributions from parents to fund activities which would not otherwise be possible.

**There is no obligation for parents to make any contribution, and no child will be excluded from an activity if their parents are unwilling or unable to pay.**

School Senior Teams are advised to take great care when allowing the planning of activities where there is any significant risk of cancellation. Senior Team links must ensure trip organisers are explicit in their letters to parents about the right to cancel and any associated



risk of loss of deposits by parents. If the school is unable to raise enough funds for an activity or visit it must be cancelled and not cross-funded from other school funds.

## 8. Activities we charge for

The things our schools will charge for include (but are not limited to) the following:

|                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|-------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Residential Activities Held During School Hours | <p>Charges may be made for the board and lodging and travel element of those residential activities which take place during school hours. Such charges when applicable will be calculated on a case by case basis and must not exceed the actual cost.</p> <p>Parents should be provided with the value of the charge as soon as possible and given the option of an appropriate payment plan in the lead up to the event. The school must consider cancellation arrangements carefully to ensure the school is not left with a financial loss as a result of a cancellation through parental/pupil choice.</p>                                                                                                                                                           |
| Activities Held Out of School Hours             | <p>These will sometimes include day and residential experiences. Charges may be made for these activities to recover actual cost except where they are provided to fulfil statutory duties relating to the National Curriculum.</p> <p>Such charges will be calculated in order to meet the cost of travel, any materials and equipment, non-teaching staff costs, entrance fees/activity fees, insurance costs.</p> <p>Parents should be provided with the value of the charge as soon as possible and given the option of an appropriate payment plan in the lead up to the event. The school must consider cancellation arrangements carefully to ensure the school is not left with a financial loss as a result of a cancellation through parental/pupil choice.</p> |
| Examination Fees                                | <p>No charge will be made for a prescribed public examination for which a student has been prepared by the school unless the student has failed without good reason to meet any examination requirement of the syllabus. "Examination requirement" in this context is defined by s462 of the 1996 Act. It means a requirement of a student must meet in order to qualify for</p>                                                                                                                                                                                                                                                                                                                                                                                          |



|                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|--------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                        | assessment for the purposes of determining his/her achievements in that exam in that syllabus; for example, a failure to hand in coursework that is a requirement for the assessment of that exam. This includes exam re-sits. If a request is made from a parent or student for a public examination to be re-marked then this charge will be requested from the parent or student, if in the opinion of the relevant school headteacher the request is not warranted or justified. (In the event that the re-mark secures a higher grade this fee may be refunded). |
| Materials & Textbooks                                  | Textbooks are provided free of charge, however in some subjects, additional revision guides or non essential materials are available, for which a charge may be made.                                                                                                                                                                                                                                                                                                                                                                                                 |
| Music Tuition                                          | Schools should levy charges in respect of individual music tuition and group music tuition if the teaching is not an essential part of either the National Curriculum or a public examination syllabus being followed by the pupil.                                                                                                                                                                                                                                                                                                                                   |
| Breakage and Damage to School Property                 | Each school has the right to request payment from parents where their child has caused breakages or damage to school property where this is deemed deliberate, malicious or as a result of the student's inappropriate behaviour. The charge will not exceed the total replacement or repair cost.                                                                                                                                                                                                                                                                    |
| Breakfast, after-school, summer schools & sports clubs | Costs should be calculated to cover the cost of staff, equipment/materials, consumables and an appropriate proportion of building costs. This should be net of any elements covered by public funding or grants.                                                                                                                                                                                                                                                                                                                                                      |
| School uniform                                         | Schools may sell items of school uniform. Where this occurs this should be at cost with an appropriate allowance for transaction charges.                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Nursery fees                                           | Schools may charge for additional hours for nursery (over the statutory requirement)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Lettings                                               | Each school may let internal and external areas of the school for community and public use. The lettings fees charged will at a minimum reflect any running expenses incurred and staffing costs. Lettings and facilities hire will                                                                                                                                                                                                                                                                                                                                   |



|  |                                                                                                     |
|--|-----------------------------------------------------------------------------------------------------|
|  | be in keeping with Appendix A, the “Lettings arrangements and conditions of use” document attached. |
|--|-----------------------------------------------------------------------------------------------------|

For regular activities, the charges for the following academic year will be agreed by the school's Local Governing Committee in the preceding Spring term. Parents may be informed of the charges for the coming year through direct communications or via the school's website.

## 9. Remissions

In some circumstances, the school may not charge for items or activities set out in sections 6 and 8 of this policy. This will be at the discretion of each school's Local Governing Committee and will depend on the activity in question.

### 9.1 Remissions for residential visits

Parents who can prove they are in receipt of any of the following benefits (The criteria to qualify for FSM, DfE 2021) will be exempt from paying the cost of board and lodging for residential visits:

- Income Support
- Income-based Jobseeker's Allowance
- Income-related Employment and Support Allowance
- Support under part VI of the Immigration and Asylum Act 1999
- The guaranteed element of Pension Credit
- Child Tax Credit – provided you're not also entitled to Working Tax Credit and have an annual gross income of no more than £16,190
- Working Tax Credit run-on – paid for 4 weeks after you stop qualifying for Working Tax Credit
- Universal Credit – if you apply on or after 1 April 2018, your household income must be less than £7,400 a year (after tax and not including any benefits you get)

These conditions may change (Full, up to date details are found here [Apply for free school meals - GOV.UK \(www.gov.uk\)](https://www.gov.uk/apply-for-free-school-meals))

### 9.2 Remissions and exemptions for pupils in receipt of Pupil Premium



Schools may choose not to charge pupils eligible for Pupil Premium for some items that would otherwise be chargeable. This will be determined on a case by case basis at the school with the decision being informed by the value of that item/service/trip to the specific pupil and what other support has been put in place for that pupil over the year. This judgement will be made on a case by case basis by each Head teacher (or delegated Senior Leader).

### **10. Monitoring arrangements**

The Trust's Chief Operating officer monitors charges and remissions, and ensures these comply with this policy.

This policy will be reviewed at least every 3 years (more frequently when circumstances demand it).

## **Appendix A: Lettings arrangements & conditions of use**

### **Overview and objectives**

The Bishop Bewick Catholic Education Trust recognises that it's school premises are a valuable resource within the community and where appropriate/practical, welcomes the opportunity to enable other users to benefit from them when they are able to do so.

Our lettings arrangements aim to:

- ensure that the educational use of the building is prioritised without prohibiting other users
- raise money to support the activities of the school (and ensure these lettings are not at a cost to the school's budget for education
- maximise the use of the school for the benefit of the community
- provide a professional service to users of the school's premises and ensure good customer care.

Our schools are free to operate their own judgement when applying the following guidelines:

- The school has priority use of the property over community use.
- The school will always seek to at least cover its costs.
- The school will seek to treat hirers fairly.
- Hirers will be expected to respect school property and honour all school and legal regulations which may be in force at any time.
- Schools must use the procedures and paperwork outlined in this document for all lettings.
- The person signing the Hire Agreement form\* is responsible for all aspects of the hire and must abide by all aspects of the Terms and Conditions of Hire\*. (\* see below)
- The school will only allow hiring of the premises for purposes considered appropriate and not in conflict with the aims and objectives of the Bisghop Bewick Catholic Education Trust. The Trust's Chief Operating Officer must be consulted in cases of uncertainty.



## **Procedure**

When an approach is made about a letting the following procedure is advised:

- A member of staff in each school is identified as responsible for the administration and management of lettings. This may be the headteacher, Site Manager, Caretaker or School business manager.
- All requests for lettings to be forwarded onto the School's delegated person.
- Invite a prospective hirer in to meet them, for them to see the facilities and for them to complete the the Hire agreement.
- The booking will be agreed or not agreed at this stage.
- Where the application for a hire is accepted, the hirer will be sent a letter provisionally confirming the hire and invoicing to cover the cost of the hire as appropriate.
- All parties affected, e.g. site staff, cleaning staff, are informed and arrangements discussed.
- All paperwork is required to be signed. Completed booking forms will be held on a Lettings file to be retained in school for any future reference.

## **Fees**

- Each school will set their hire charge for each category of letting and will review these annually.
- Charges must cover all costs. e.g. caretaking, cleaning, heating & lighting, reasonable wear and tear etc. The hirer must have their own public liability insurance.
- Consideration regarding charging concessions will be given to charitable bodies whose aims and objectives are in line with those of the Bishop Bewick Catholic Education Trust. This will be determined on a case by case basis and authorised by each school's headteacher.

## **Complaints procedure**

- If a school has a concern about a hire, the school should raise the concern with the hirer as soon as possible to try to resolve this amicably. If the matter remains unresolved the



hirer will receive written notice of termination of the booking agreement from the school.

- If the hirer has a concern they should talk to the school's representative. If this concern is still unresolved, they should follow the school's complaints procedure (complaint in writing to the headteacher).
- If a third party complains to the school about a letting the school will listen to complaint and attempt to resolve the situation informally with the hirer and the complainant. If the allegation of a serious nature that could bring the reputation of the school and Trust into disrepute this should be raised with the Bishop Bewick Catholic Education Trust's Chief operating officer immediately. It may be necessary to suspend the hire agreement until the matter is investigated and understood.



## Hire of Facilities Agreement

**School name:** \_\_\_\_\_

### Hirer Details (to be completed by Hirer)

|                                               |  |
|-----------------------------------------------|--|
| Name of "the Hirer"                           |  |
| Address                                       |  |
| Contact Telephone Number                      |  |
| Email Address                                 |  |
| Name of Organisation                          |  |
| Purpose of the Organisation                   |  |
| Facility requested                            |  |
| Intended use of the facility                  |  |
| Maximum number of participants                |  |
| Age Range of Participants                     |  |
| Number of Supervising Adults                  |  |
| Relevant Qualifications of Supervising Adults |  |
| Dates Requested and Start & Finish times      |  |

Trust

Bishop Bewick Catholic Education



|                                                        |  |
|--------------------------------------------------------|--|
|                                                        |  |
| Any further information (e.g. Use of School Equipment) |  |

Checklist of documents attached (lettings will not be agreed until these are provided).

|                                                    |  |
|----------------------------------------------------|--|
| Copy of valid insurance documentation              |  |
| Copy of Child Protection policy                    |  |
| DBS information relating to all responsible adults |  |

The Hirer agrees to comply with the Terms and Conditions of Hire of the School Premises attached. The Hirer confirms that he/she is over 21 years of age, and that the information provided on this form is correct.

Signed: \_\_\_\_\_ ("the Hirer")      Date: \_\_\_\_\_

The school agrees to the hire based upon the above information provided by the Hirer and in accordance with the Terms and Conditions of hire of the School Premises

Signed: \_\_\_\_\_ (on behalf of the School)      Date: \_\_\_\_\_



## **Terms & Conditions Of Hire Agreement**

These terms and conditions must be complied with. The “Hirer” shall be the named individual on the hire agreement and this person and/or their organisation will be responsible for payment of all fees or other sums due in respect of the letting.

## **Applying To Use the School**

Enquiries to use the school premises should initially be made with the school’s main office. No public announcement of any activity or function taking place should be made by the organisation concerned until the booking has been confirmed in writing. The name of the school should not be associated with any booking without the written approval of the school’s headteacher. The School reserves the right to decline a requested hire and may withhold the rationale for such a decision.

## **Hire Agreement**

Once a hiring has been approved, the Hire of Facilities Agreement with these Terms and conditions will be provided to the applicant confirming the details of the letting.

These terms and conditions must be adhered to at all times.

The hire agreement must be signed by both parties (the Hirer and the School) before the hiring can take place. It should be signed by a named individual (‘the Hirer’) and the agreement should be in their name, giving their permanent private address or in the case of a company that company’s registered address.

The hire agreement will be signed in duplicate by the Hirer and the School’s delegated representative.

The named individual applying to hire the premises will be invoiced in advance for the cost of the letting. Lettings will only commence once payment has been received.

If the Hirer has specific set-up requirements (e.g. setting up rows of chairs, room configuration, car parking assistance etc), this should be discussed with the school in advance. An additional fee may be payable for such depending upon the extra time involved for caretaking staff etc.

The hire agreement relates to the hire of the space requested and does not permit the hire or use of any equipment belonging to the School unless specifically noted.



A deposit payable by the Hirer may be required by the School in relation to obligations. In the event of breach of such obligations by the Hirer, the deposit becomes non-refundable and such monies may be retained by the School to cover any costs incurred in making good, returning the premises to its pre-hiring state (e.g. moving furniture back to position), any damage, cleaning up and /or breakages caused during a letting etc. If the deposit proves insufficient to cover such costs, the School retains the right to recover any excess from the Hirer.

### **Termination of Contract**

The school retains has the right to terminate any letting agreement relating to the hire of school premises, in accordance with the terms and conditions of the agreement attached.

### **Status of the Hirer**

Lettings will not be made to persons under the age of 21, or to any organisation or group with an unlawful or extremist background. The hire agreement is personal to the Hirer only, and nothing in it is intended to have the effect of giving exclusive possession of any part of the school to them or of creating any tenancy between the school and the Hirer.

### **The Hirer's Responsibilities**

#### **1.Safeguarding and Child protection arrangements**

For all lettings that involve children and young people, it is the responsibility of the Hirer to ensure and be able to fully demonstrate that they have complied with the DBS Code of Practice and any relevant Safeguarding requirements. A copy of the DBS registration for the event organiser will be requested for lettings involving children under the age of 18 alongside the organisations Child Protection Policy. When there is a requirement for DBS checks to be undertaken, the Hirer must keep appropriate records for all adults in line with the DBS Code of Practice and report to the School's Designated Safeguarding lead any safeguarding concerns which may arise. The Hirer must be able to provide evidence on request to the School that DBS checks have been carried out for all relevant adults.



## **2. Indemnity & insurance**

Lettings are made on the agreement that the School is indemnified by the hirer against any loss, damage, costs and expenses during the use of the school premises by the hirer except where such loss, damage, costs and expenses are directly attributable to the negligence of the employees of the school. The hirer shall arrange sufficient and adequate insurance with a reputable insurance office against such funds as the hirer may become liable to pay as compensation, arising out of bodily injury or illness (fatal or otherwise) to any person and/or costs, fees, expenses, loss or damage caused to property or the premises by any act or neglect of himself, his servants, agents or any person resorting to the premises by reason of the use of the premises by the hirer. The hirer shall produce the policy of insurance and receipts for the current premium or premiums upon request by the School within seven days of a request. No booking will be confirmed until proof of insurance cover has been provided. The school shall not be responsible for any injury to persons or damage to property arising from direction, instruction or participation in the activity to which the letting relates.

## **3. Activities permitted**

The Hirer must not undertake any activity that may bring the name of the School or the Bishop Bewick Catholic Education Trust into disrepute. The Hirer must not do anything or permit any action which would, or might, constitute an illegal or immoral activity affecting the school premises or which would, or might, vitiate in whole or in part any insurance effected in respect of the premises from time to time. No part of the premises are to be used for any unlawful purpose or in any unlawful way.

## **4. Licences & permissions**

The hirer shall be responsible for obtaining any public licences necessary in connection with the booking and should confirm with the School the licences they hold. Permission or licence must be obtained from the copyright owner, the owner of the sound recordings (if appropriate) and the publisher for any public performance of music, musicals, operas, or stage plays. The borrowing of music scores or plays from a local library does not constitute



permission to perform. Regulated entertainment, public music, singing and dancing can only take place on premises which have a Premises Licence authorising entertainment, or by applying for a Temporary Event Notice. It is the responsibility of any hirer to ensure that all copyright licences have been obtained to cover planned activities. Any infringement of this is liable to prosecution. The hirer shall indemnify the School against all sums of money which the school may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

### **5. Emergency Evacuation Procedures and Health & safety**

The Hirer must familiarise themselves with the emergency evacuation procedures of the area they are occupying as Hirer. Fire Instruction Notices are located in each room.

Anyone discovering a fire should immediately sound the nearest fire alarm, evacuate the building and call the Fire Service on 999.

They must inform the School's representative (normally caretaker) immediately after informing the Fire Service.

The Hirer must undertake their own risk assessments for Health & Safety purposes. The School may require the hirer to provide a copy of this assessment.

It is the Hirer's responsibility to ensure that all those attending are made aware of the fact that they do so in all respects at their own risk.

### **6. First Aid Facilities**

It is the responsibility of the Hirer to make their own first aid arrangements, such as the provision of a first aid kit, and the provision of first aid training for supervising personnel, particularly in the case of sports lettings. There is no legal requirement for the school to provide first aid facilities and use of the school's resources is not permitted.

Any accidents that occur during the letting must be reported to the School immediately.

### **7. Site security**

The Hirer must assist in supporting security of the site whilst on the premises. This includes ensuring the school's gates and doors to the building are monitored at all times or locked when not monitored. The Hirer may only permit access to the site to people who are



part of the Hirer's party and for whom the Hirer is responsible for. They should not permit access to anyone not known to them. All queries regarding this matter should be directed to the School's representative (often for practical purposes this will be the caretaker).

### **8. Food and Drink**

No food and drink may be prepared or consumed on the property without the direct permission of the School in line with current food hygiene regulations. Where food is served the Hirer will be asked to provide food preparation certificates for the relevant personnel. No nuts or food containing nut products should be brought onto the school premises.

### **9. Alcohol and Illegal Drugs**

No alcohol is permitted to be bought, sold or consumed on any part of the premises. Possession, supply and use of illegal drugs is not permitted and evidence of such will lead to termination of the hire agreement. It is the responsibility of the hirer not to engage in illegal drug or substance use or expose participants of the activity to illegal drug or substance use.

### **10. Smoking**

Smoking is not permitted on any of the school premises. This includes all of the school's grounds.

### **11. Nuisance/Disturbance**

Hirers and organisers of events in or at the school premises are responsible for ensuring that the noise level of their functions does not interfere with the other activities within the building nor to cause inconvenience for the occupiers of nearby houses or property. The Hirer must comply with the school's arrangements for disposal of any rubbish or waste materials. Except in the case of trained guide-dogs for the blind and hearing dogs for the deaf, animals shall not be permitted anywhere on the school premises including the school playing fields.



## **12. Buildings, Furniture, Fittings & Equipment**

Furniture, fittings or equipment shall not be removed or interfered with in any way. Nor shall they be re-arranged except by prior agreement and will be subject to reinstatement at end of each session of use. (If available, the caretakers may be able to help, but this is still the Hirer's responsibility). No fittings or decorating of any kind necessitating drilling, or the fixing of nails or screws into fixtures which are part of the school fabric, are permitted. Hall floors are used by children for physical education and no substance is to be applied to floors to prepare them for dancing or any other activity. No footwear liable to damage floors may be worn in school buildings. If activities involve outdoor use, participants should ensure footwear is cleaned before re-entering the building. Should the Hirer use any equipment belonging to the School they must at first inspect this for safety and use it in keeping with what it was designed for. The Hirer uses any such equipment at their own risk. The Hirer must inform the School in writing of any fault, damage or other problems with the premises or equipment encountered during the hiring. No part of the premises are to be used other than for the purpose requested. The premises used must be left exactly as found with litter put into bins and furniture returned to its original position. In the event of any damage to premises or property arising from the letting, the Hirer shall pay the cost of any reparation required (determined and assessed by the School). The School reserves the right to pass on to the Hirer any costs incurred in making good damage caused during a letting.

## **13. Sub-Letting**

The Hirer shall not sub-let the premises, underlet or share possession with any other parties. No goods or equipment should be left or stored on the premises without express permission from the School in writing. The school accepts no responsibility for items left on the premises.

## **14. Loss of Property**



The School cannot accept responsibility for damage to, or the loss or theft of, Hirer's property and effects. It is the responsibility of the Hirer to make his/her own insurance arrangements if required.

### **15. Car Parking**

The Hirer is responsible for providing enough adults to supervise the parking and traffic movement of vehicles on site. Cars shall not be parked to cause an obstruction at the entrance to, or exits from, the school. In particular, the Hirer must ensure that access to the school by emergency vehicles is not obstructed or delayed. Users of the school should avoid undue noise on arrival and departure. Consideration must be given to residents when parking outside of the school grounds taking care not to block driveways or obstruct traffic flow.

### **16. Right of Access**

The School reserves the right of access to the premises during the hiring. The School may monitor the activities of the Hirer from time to time.

### **17. Vacation of Premises**

The Hirer shall ensure that the premises are vacated promptly at the end of the hiring session. The venue must be left as found (i.e. clean & tidy as per section 12). All damages must be reported in writing to the school and must be paid for. The Hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult.

The School may permit the Hirer to have keyholder status. If such status is granted the Hirer must agree to hold all access arrangements (e.g. keys, security codes etc) for their own use in line with this Hire agreement. This must not be shared with any other party. Copies of keys must not be made. Such arrangements will be monitored closely by the School and failure to adhere to this agreement would result in the immediate cancellation of the hire.

### **18. Charges & Cancellations**



The named individual applying to hire the premises will be advised of the cost at the time of entering into the agreement and invoiced in advance for the cost of the letting/hire. Lettings/hire will only commence once payment has been received. The School may cancel without notice any letting for which payment has not been received. Where a letting is cancelled by the hirer without reasonable cause, for example, weather conditions or illness, the School reserves the right to charge in full. The School may cancel a letting giving 28 calendar days' notice. In such circumstances any deposit or other payment received for the cancelled event will be refunded. In exceptional circumstances where the requirements of a school activity necessitate the cancellation of an event with less than 28 days' notice the School may offer alternative accommodation or a full refund. The School will not accept responsibility for any loss, or other expenses however incurred by the Hirer, in the event of a cancellation by the School of the letting as a result of circumstances beyond its control (including, without prejudice to the generality of the same, industrial action by its employees or others, personnel absence, inclement weather, failure of electricity/gas supply, health and safety issues relating to factors beyond the control of the School). The decision of the School as to whether a letting should be cancelled shall be binding on the hirer. Notification of any cancellation shall be confirmed in writing and may be by email or letter.

## **19. Complaints**

Any complaints arising from a hire agreement should be directed informally to the school's headteacher. If the issue is not resolved satisfactorily this may be escalated by using the School's Complaints Procedure.