

CHARGING, LETTINGS AND REMISSIONS POLICY

Last reviewed: January 2020
Date for next review: January 2022



NO OUTSIDERS

EVERYONE IS WELCOME.

'Aspire to be Amazing'

Ashton Hayes Primary School
Church Road, Ashton Hayes, Chester, Cheshire CH3 8AB



Erasmus+



Charging, Letting and Remissions Policy

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What are our aims?

The Governing Body seeks to promote the usage of school premises outside of normal school hours. Priority of usage is:

- Use by the LA for the "education or welfare of young people".
- Use for school functions, formal business meetings of the PTFA, Governing Body or fund raising events for the benefit of the school.
- Use by registered Youth organisations and Music Centres.
- Other uses approved by the Governing Body.

Other uses are those that are consistent with the aims of the school. Priority will be given to activities that benefit the children of the school, and the school community.

How is the policy implemented and monitored?

- New lettings will be approved by the Headteacher and reported at Governors' meetings.
- No lettings will be made without a contract and insurance indemnity, and the hirer will be reminded of their contractual obligations. In line with LA recommendations, school will check that a formal group or organisation has public liability insurance with a minimum indemnity level of £5million.
- Before any hiring or letting occurs, a risk assessment will be completed. (Appendix 1)
- The letting of classrooms will only be permitted by prior arrangement.
- Regular checks will be made by the school staff to ensure that hirers meet their contractual obligations, for example, appropriate use, damage, facilities left in a clean and tidy state.
- The termination notice period will be 14 days for a single event, and half a term for a regular booking. In the event of breach of contract, termination can be immediate.
- Sub Committee A will review and amend charges annually in line with the school's budget year.
- Sub Committee A will review the policy and lettings of the school annually, each Autumn term.
- Our policy on charging is to seek contributions from non-profit making organisations and organisations that benefit school (these may not be in line with County guidelines on lettings charges for community of business). These charges will be recommended by Sub Committee A to the fully Governing Body for action by the Head Teacher.

Other monies handled by school.

Dinner Money

Charges for school meals follow the requirements of the Local Authority and a sum is paid monthly from the school budget to Edsential Catering Services to meet the costs of their services. Parents may pay weekly, monthly or termly for meals to be taken – this completed online through ParentPay. When arrears occur then the school informs parents by letter of the amount owing and a request that this should be paid. The school will always take reasonable steps to settle the matter with a family as the well being of the child will be a priority. In extreme circumstances we reserve the right to no longer provide any further meals, to contact social services regarding a child's welfare and to refer the matter to the county legal department to issue a demand for payment.

School Trips/Visits

When a class undertakes a trip as part of their curriculum enhancement then contributions from parents are sought to cover the costs of transport, entrance fees and tuition where applicable. No child is excluded from a class visit because they are unable to pay the cost so the money will be provided from school fund, PTFA contributions or in some cases, grants. However, this needs to be notified to the Headteacher in the first instance. If there were a large number of families who are unable make the contributions then the trip would not go ahead. Payment of the initial deposit is taken as commitment to pay the full balance. In the case of a residential visit this is 4 weeks before the trip departs.

Internet Payments

Payments for dinner money, school visits, etc. are all made through a secure website, via ParentPay. There is a charge for each credit and debit transaction; however, no charge is passed onto parents for this. Instead this is paid for from school funds as part of the service that is offered.

Photocopier

The school makes a charge to anyone using the photocopier for business use. The costs are as follows:

A4 colour copy	7p
A4 black copy	3p
A3 colour copy	14p
A3 black copy	6p
A4 colour copy (2 sided)	14p
A4 black copy (2 sided)	6p
A3 colour copy (2 sided)	28p
A3 black copy (2 sided)	12p

In addition, there will be a £5.00 admin fee added where the school has been asked to undertake the photocopying or where there is a large amount of copying to be undertaken.

Where a business may use the copier for larger amounts of copying, prices can be negotiated through the Headteacher. However, the school will ensure that there are no financial losses incurred in this use.

(Sub Committee A) approved:

Review timetable:

Biannually

Next Review:

January 2022

Supplementary Information:

Refer to Hiring Agreement

Last reviewed: January 2020

Date of next review: January 2022

Signed:  Headteacher

Signed:  Chair of Governors

Extended Schools Risk Assessment Form

Establishment: _____
 Risk Assessment for: (Name of Activity) _____
 Carried out by: _____
 Position: _____
 Date: _____

Has a risk assessment been carried out for this activity before? No
(Delete as Applicable)

If yes, on which date was this carried out? _____

Please note, **ALL** risk assessments must be retained for a period of **21 years**, to provide evidence for CWaC in the case of any future insurance.

Details of Activity

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Persons Considered (Identify who could be at risk – e.g. pupils, staff, visitors etc.)

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<p><i>Hazards Identified with this Activity</i> Identify what could reasonably cause harm and how.</p>	<p><i>Control Measures Required</i> Decide on suitable control measures for each significant hazard, and list below.</p>
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Site Security, Buildings and Contents (E.g. Who will be responsible for unlocking and locking premises for use by a third party? Have the volunteers, hirers or staff been suitably trained in the fire evacuation procedures? Who will have access to secure areas – e.g. school office?)

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<p><i>Hazards Identified with this Activity</i> Identify what could reasonably cause harm and how.</p>	<p><i>Control Measures Required</i> Decide on suitable control measures for each significant hazard, and list below.</p>
<p>Training (E.g. Have all staff and volunteers had an appropriate induction? Are staff and volunteers competent to carry out the proposed activity? What training have staff and volunteers received? How often are training records reviewed? Documented training records for all staff and volunteers should be retained.)</p>	
<p>Supervision (E.g. Are the adult-to-child and tutor-to-student ratios appropriate for the age group and activity being undertaken? If children are involved, have <u>all</u> staff and volunteers been CRB checked? What back-up arrangements are in place to cover staff sickness?)</p>	
<p>Health and Safety (E.g. Will there be access to First Aid provision and supplies? What will the accident reporting procedures be? Will any hazardous substances be used during the activity? What fire and evacuation procedures are in place? How will waste be disposed of? Will any specialised clothing, footwear or other Personal Protective Equipment (PPE) be required for the activity? How will this be provided and by whom?)</p>	
<p>Machinery and Equipment (E.g. Has the required testing of electrical and gas-powered equipment been undertaken? Is the equipment appropriate for the activity? A documented inspection system should be in place to aid the County Council's defence in the event of an insurance claim. Will there be any lifting or air-pressured equipment in use, which will require statutory inspection?)</p>	
<p>Environment (E.g. Who will be responsible for ensuring that floors, walkways and corridors are kept clear? Who will ensure that personal belongings are stored safely and appropriately? A documented inspection system should be in place to assist the County Council's defence in the event of an insurance claim.)</p>	

<i>Hazards Identified with this Activity</i> <small>Identify what could reasonably cause harm and how.</small>	<i>Control Measures Required</i> <small>Decide on suitable control measures for each significant hazard, and list below.</small>
<i>Playing Fields and Paths</i> (E.g. Who will check playing fields and paths for debris, glass or dog faeces before use? Who will be responsible for gritting paths and other walk-ways in cold weather? What weather conditions would make the activity inappropriate or dangerous? A documented inspection system should be in place to assist the County Council's defence in the event of an insurance claim.)	
<i>Other</i> (I.e. Are there any other specific hazards not covered by the categories above?)	
<i>The risk is acceptable and no further action beyond those currently in place and listed above is required.</i>	<i>Yes</i> <small>(Delete as Applicable)</small>
<i>Further action is required to reduce the risk further.</i>	<i>No</i> <small>(Delete as Applicable)</small>

Signed

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Date for Next Review

ASHTON HAYES PRIMARY SCHOOL

The Hirer should retain the Hiring Conditions and return the Hiring Application to the School Office

SCHOOL PREMISES HIRING AGREEMENT – HIRING CONDITIONS

1. In this Agreement:
 - 1.1 "the Owners" means Cheshire West & Chester Council
 - 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 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. A copy of such insurance cover must accompany the application form and be submitted to the Agent at least 48 hours before the hiring.

The only exception to the above insurance requirement is if the Hirer is an individual person hiring for sole use, or a loose-knit group using the building for the benefit of the community. In these circumstances the Agent can exempt the Hirer from the need to have Public Liability insurance, providing risk management controls are in place.

For the loose-knit community groups a risk assessment must be completed by the hirer for the activity itself and submitted to the Agent with the application form.
 - 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 "Ashton Hayes Primary School Fund" 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 misuse, damage caused to property, fixtures and fittings or damage to persons or other fundamental breach of these terms and conditions

Signatories

Agent

Signed/Name/Position: _____

Dated: _____

Hirer

Signed/Name: _____

Dated: _____

ASHTON HAYES PRIMARY SCHOOL

SCHOOL PREMISES HIRING APPLICATION

To the Head Teacher of the above-named School acting as the Owner's Agent

1. I _____

of (address) _____

telephone number/s (day time and evening) _____

hereby apply for the hire of the following parts of the premises of the above-mentioned school:

from _____ am/pm on _____

until _____ am/pm on _____

for the purpose of _____

2. I agree to pay for such hire the following sums, namely:

Hire charge _____

3. Not more than _____ persons shall be allowed on the premises during the hiring.

4. I have read, understood and agree to observe and perform the Hiring Conditions attached to this application.

5. I enclose the following documents with this application and confirm that their contents are true, accurate and up-to-date:

Risk assessment for our proposed activity

Copy of Public Liability Insurance

6. I confirm that I have seen evidence that enhanced CRB checks have been carried out on all appropriate individuals responsible for the proposed activities and I am satisfied that based on this information they do not present a risk to children.

7. This hiring is on behalf of _____

whose authority I have to bind them by signing this application on their behalf.

Signed _____

Dated _____

NOTE: All arrangements for use of the School Premises are subject to the Owners and/or the Agent reserving the right to cancel bookings when the School Premises are required for use by the School or are rendered unfit for the intended use howsoever caused