

REGIS MANOR & WESTLANDS PRIMARY SCHOOL

Charging and Remissions policy – to include lettings

The school recognises the value of educational visits and activities as an integral part of each child's course of study. The school will invite parents to make a voluntary contribution of up to the average cost per child for the activity. The school reserves the right to cancel any proposed activity for which it feels unable to bear the discrepancy between contribution and actual cost.

The school may occasionally ask for payment for items which children will take home as a result of art, technology etc.

Breakages

Where an accidental breakage or damage to school property occurs, it will not be the policy of the school to make a charge. If, however, this damage is proved to be malicious or wilful then it may be necessary to levy a charge for repair or replacement.

Lettings

Provided that there is no interruption to, or curtailment of, school use of the premises, part of the school buildings and grounds may be let to outside bodies after the end of the school day, at weekends and during the holidays, in order to:

- Raise income for the school.
- Better integrate the school into the local community.
- Satisfy some of the needs of local individuals, groups and organisations.

Implementation:

Bookings are made through the representative of the school as authorised by the Governing Body and confirmed in writing.

- School and PTA activities have priority.
- No bookings are confirmed more than 4 months in advance although provisional bookings may be made at any time.
- Users sign a contract that covers:
 - Terms and conditions relating to type of and length of use.
 - Cancellation.
 - Damage.
 - Insurance.
 - Charging.
 - Restrictions on use.
 - Licensing for the sale of alcohol, or public performances.
 - Parking.
- The contract may be updated annually or termly.
- Payment is in advance for single lettings; termly or monthly in arrears for regular lettings.
- Outline charges are set by the Heads of school and reviewed annually.
- Specific charges are set at the time of the contract.
- A diary is kept covering all school, PTA and outside use of the premises and grounds after school, in evenings, at weekends and in holidays

Roles & Responsibilities:

The "school authorised representative" is responsible for the construction and regular update of the lettings diary.

- The PTA secretary and individual teachers are responsible for informing the authorised school representative a term in advance, of events outside teaching hours, which will use the school premises.

- Opening and closing the school is undertaken by the caretaker, or a casual caretaker, or by prior agreement with an authorised member of the staff.
- Supervision during the letting is the responsibility of the user. The user is also responsible for the security of the area of the school being used.
- Post-letting checks are made by the caretaker and reported to the school authorised representative.
- Follow-up of unsatisfactory lettings is made. Due attention is to be paid to avoid undue wear and tear on the buildings and equipment.

Safeguarding:

The lead person of the organization should inform the Governing Body in writing that all persons working with children during the period of the letting have had all necessary safeguarding checks carried out.

Without this information the school will cancel the letting agreement

Monitoring & Evaluation:

The success of lettings can be equated to the additional income raised for the school, less the cost of any reasonable wear and tear made during lets to the furniture and fabric of the school, costs of additional heating and caretakers wages.

Signed:.....Chair of Governors

Date:.....

Regis Manor Primary School and Westlands Primary School

Conditions of use for a letting

Use of School premises for a letting must be agreed in advance and confirmed in writing by both the user and the authorised representative of the school. The agreement will include the fee, appropriate VAT and any other charges payable. These are reviewed in advance of the second and succeeding years. It must be recognised that school use of the premises takes priority and that there may be occasions when arrangements have to be changed (where possible these will be advised at the time agreement is reached). Formal confirmation of bookings will be made termly when school requirements have been finalised.

If the user wishes to cancel a specific booking or set of bookings, five clear working days notice must be given of the cancellation, in which case the school will charge a cancellation fee of a quarter the total fees due. If less than five days notice is given, the whole of the fees may be charged by the school. When regular weekly/monthly bookings have been made, cancellation will result in a negotiated fee according to the opportunities available for re-letting the facility.

Damage or loss of any kind sustained to the premises, fixtures and/or fittings, furniture and/or other chattels therein arising out of or in connection with use of the school shall be made good at the expense of the user within one month by the school or, by agreement, by the user and to the satisfaction of the school.

The users are required to make arrangements for suitable insurance cover (currently a minimum of £5 million public liability) with a reputable company in respect of claims which might be made against them by a third party for accidental injury including death or accidental loss, or damage to property arising out of, or in consequence of, the letting and to cover the school, and must produce proof of the policy before the letting is contracted.

However, if non-commercial users are unable to provide insurance cover which meets the council's requirements, cover must be arranged through the KCC Hirers Liability Policy, for which a premium of 1.8% of the total hire charge will be levied in addition to the hire charge itself. The user will be responsible for the first £350 of each and every property damage claim.

The charge for a letting payable by the user includes an amount to cover payment for standard opening and closing caretaking duties. The user is expected to adhere strictly to the agreed times or, subject to a caretaker being available, be prepared to pay additional overtime. If additional work such as moving furniture to or from a specific room/area or a specific layout, or the setting up of equipment is required, whether foreseen or not at the time of the booking, the user will be required to meet the extra costs which will incur VAT on the whole charge.

It is the user's sole responsibility to control entry of all visitors at the external entrance allocated and to ensure that only those people known to them are allowed access to school premises. The entrance and any other external doors that are unlocked must be controlled by responsible adults at all time during the period of the letting. On completion of the letting a check must be carried out to ensure that all windows have been shut and secured, and all visitors have left the premises.

The user shall not cause or permit any nuisance or disturbance to other occupiers or users at the school nor to occupiers of neighbouring properties.

The user should make themselves aware of the appropriate action to be taken in the event of fire or other emergency. They should know where extinguishers are located and how to use them, how to obtain assistance from the emergency services and the location of all fire exits. Emergency evacuation procedures are clearly signposted in all areas of the school. It is the hirers responsibility to ensure that all persons using the premises as part of a letting are familiar with what to do in case a fire is detected.

The Health and Safety at Work, etc. Act, 1974 (as amended) imposes duties not only on employers in respect of their employees but also on persons having control over places of work or places where plant or substances are used and on anyone who by virtue of a contract has an obligation in relation to such a place. The duties are to ensure so far as is reasonably practicable, that the facilities, the means of access to and egress from, are safe and without risk to health. (A copy of the school health and safety policy is available on request and users must comply with these.)

If agreement is given for the use of the school meals facilities/canteen, KCC regulations must be observed.

All rubbish, empty containers, crates, etc. must be removed from the premises by the User immediately after the letting has taken place and before the caretaker locks up. Furniture and equipment is to be left as found unless other arrangements have been agreed with the bursar or caretaker.

The use of materials for preparing floors for dances and the wearing of shoes likely to damage floors, especially in any hall and any gymnasium, is prohibited.

The premises shall not be used for any purpose other than that for which agreement has been granted nor shall any areas of, or furniture/equipment in, the school but not included in the letting agreement be used without express permission; in such cases an extra fee may be payable.

No public performance of a play, nor any cinematography exhibition, nor any public dancing, singing, music or other public entertainment of the like shall be performed in or close to the premises unless any necessary licence for the same shall first have been obtained from the appropriate authority and all necessary measures taken to fulfil the conditions of the licence. It may be that a School Public Performance Licence will cover the situation but this aspect must be cleared in advance. No films shall be used on the premises.

To meet the requirements of the Copyright Designers and Patents Act 1988, any musical performances on the premises are to be notified to the Performing Rights Society Ltd. Where ballet, opera or choral works are to be performed advance permission must first be obtained from the Performing Rights Society Ltd.

The user must have written permission from the school before arranging for alcoholic drinks to be consumed on the premises. They are responsible for obtaining an appropriate "Occasional Permission Licence" from the clerk to the local magistrates court if intoxicating liquor is to be sold during the letting. Alcoholic drink may not be brought on to the premises while students are present and are to be cleared from the premises by the time the event ends.

Vehicles should not be allowed on the playing fields and no parking which restricts the caretakers' or emergency services access will be permitted. Parking on the roadway where double yellow lines are displayed is not permitted. Control of parking is the responsibility of the user. No responsibility can be taken by the school for any damage to vehicles sustained whilst in the school grounds.

It is the responsibility of the user to ensure that all adults who are working with children have been CRB checked.

No landlord and tenant relationship shall be created.