



# Charging, Lettings and Remissions Policy

Date: Summer 2022

Brierley Primary School



**Little Bears @ Brierley**

# CHARGING, LETTINGS AND REMISSIONS POLICY

# Nurture, Aspire, Believe, Achieve

## **Charging**

All education during school hours is free. We do not charge for any activity undertaken as part of the National Curriculum with the exception of individual or group music tuition.

### **Voluntary contributions for activities as part of the Curriculum**

When organising school trips, visits or workshop activities which enrich the curriculum and educational experience of the children, the school invites parents to contribute to the cost of the activity. All contributions are voluntary. If we do not receive sufficient voluntary contributions, we may cancel the activity.

If a parent wishes their child to take part in a school trip or event, but is unwilling or unable to make a voluntary contribution, the child is still allowed to participate fully in the trip or activity as long as parental consent has been given.

If appropriate and funds allow, the school may pay a proportion of the costs in order to support a visit. Parents have a right to know how each trip is funded.

### **Music Tuition**

All children study music as part of the normal school curriculum - we do not charge for this.

There is a charge for individual or group music tuition if this is not part of the National Curriculum. This charge is paid directly to the peripatetic music teachers.

### **Swimming**

The school organises swimming lessons for groups of children. Lessons take place in school time and are part of the National Curriculum. We do not ask for a voluntary contribution to cover the cost of transport to and from the pool, provision of a lifeguard/specialist teacher and hire of the pool itself. We inform parents when these lessons are to take place.

### **Optional Extra Activities**

(Activities which take place wholly or mainly outside school hours and are not required in order to fulfil statutory duties relating to the National Curriculum or to Religious Education)

It is the governors' policy to charge for such activities organised by the school. The basis for calculating the charge will be proportionate for each participating pupil for travel, board & lodging, materials, books, equipment, entrance fees and insurance.

The following is a list of additional activities organised by the school, which require voluntary contributions from parents. This list is not exhaustive:

- sporting activities which require transport expenses;
- music tuition by peripatetic music teachers employed by Wakefield County Council
- outdoor adventure activities;
- visits to the theatre;
- school trips abroad;
- musical events.

### **Activities not run by the School or Local Authority**

When an organisation acting independently of the school or Local Authority arranges an activity to take place during school hours and parents want their children to join the activity, such organisation may charge parents.

### **Residential Visits**

The school organises an annual residential visits for children. The cost of this trip includes board & lodging, transport, materials, entrance to any sites visited and charges for any activities to be experienced.

The cost of this trip will be based on travel costs, entrance to sites, materials and charges for activities experienced. The governors' policy is for the school to cover the cost of any additional teacher time necessary to lead the trip or subsequent follow up work. Parents will be given the option of a payment plan to spread the costs of the residential visit.

### **Charging in Kind**

The cost of ingredients, materials, equipment, etc., needed for practical subjects, such as food technology or DT, is budgeted for and borne by the school. However, the school may charge for, or require the supply of ingredients and materials, if the product is to be owned and taken home by the child afterwards, e.g. food products, models containing electrical equipment or batteries. The school will inform parents prior to activities, giving them the choice to pay for materials or purchase their own materials for the activity.

### **Breakages & Fines**

The Governors reserve the right to ask parents to pay for the cost of replacing any item such as:

- broken windows
- defaced, damaged or lost text books
- replacement reading or homework diaries
- any item damaged as a result of unsatisfactory pupil behaviour

### **Special Needs**

The governing body confirms that no pupil with special needs or disabilities will be treated any differently than any other pupil. The school will take all reasonable steps to avoid putting children with special needs at a substantial disadvantage.

### **Pupil Premium**

All children entitled to the 'ever 6' pupil premium funding will receive a reduction in the amount we ask for their voluntary contribution. This is supported by the pupil premium grant awarded to the school each year per eligible child. The reduction will be no more than 25% of the total cost and expenditure expected of other pupils.

### **Lettings**

The Governing Body of Brierley 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 Authority 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.

The school's delegated budget (which is provided for the education of its pupils) will not be used to subsidise any lettings by community or commercial organisations. A charge will be levied to meet the additional costs incurred by the school in respect of any lettings of the premises. As a minimum, the actual cost to the school of any use of the premises by an outside organisation must be reimbursed to the school's budget.

### **Definition of a Letting**

A letting may be defined as “any use of the school premises (buildings and grounds) by either a community group, 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.

Use of the premises for activities such as staff meetings, parents’ meetings, governing Body meetings and extra-curricular activities of pupils supervised by school staff, fall within the corporate life of the school. Costs arising from these uses are therefore a legitimate charge against the school’s delegated budget.

### **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 spring term, by the resources Committee for implementation from the beginning of the next financial year. 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. At Brierley the designated lettings person is Mrs Wootton, School Bursar.

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 Governors (or alternative, as appropriate), who is empowered to determine the issue on behalf of the Governing Body. In addition, the Headteacher may consult with the Director of Childrens Services regarding any individual letting, and as a result the letting application may be refused.

### **The Administrative Process**

Organisations seeking to hire the school premises should approach the school bursar, Mrs Wootton, 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 Mrs Wootton. 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. (See appendix)

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.

### **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.

### **The Hirer should retain the Hiring Conditions and return the Hiring Application to the Headteacher**

#### **HIRING CONDITIONS**

1. In these Conditions:

(a) 'The Owners 'means the Governors of the above mentioned school, and 'the Agent' means the Headteacher.

(b) 'The Hirer' means the person signing the application from and in addition any organisation for whom he is stated in such form to be acting. The liability under the hiring agreement of such person and such organisation shall be joint and several.

2. Not more than the number of persons stated in the application form shall be allowed in the school premises at any one time.

3. Use of the School premises or the relevant part thereof and entry thereto is limited to the purposes and times stated on the application form and no sub-letting is permitted.

4. The Hirer is responsible for and shall indemnify the Owners against all damage to the School premises and to 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.

5. The Owners shall not be responsible for any loss or damage to any property arising out of the hiring not for any loss, damage or injury which may be suffered by or be done or happen to any person resorting to 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 or gas, leakage of water, fire, government restriction, requirement of the Local Education Authority or act of God which may cause the 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 resorting to the School premises during or in relation to the hiring in respect of any such loss, damage or injury.

6. 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 and any police officer.

7. The Hirer shall ensure that good order is kept in the premises.

8. The Owners (by themselves or the Agent) may put a stop to any entertainment or meeting which in their opinion is not properly conducted or which may infringe any of the provisions hereof.

9. No bolts, nails screws, bits, pins, spikes or other objects shall be driven into the fabric or furnishings of the School premises. No articles may be fixed thereto and there shall be no structural alterations to School.
10. The Hirer shall at the expiration of the hiring leave the school premises in a clean and orderly state.
11. The Hirer shall ensure that all property brought into the premises for the purposes of the hiring is removed before the expiration of the hiring. The Owners shall not be responsible for any property left behind and reserve the right to charge extra while it is in the premises.
12. No slogans, advertisements, flags, emblems or decorations shall be displayed outside the School premises whether affixed to the same or free standing.
13. The Hirer shall remove any slogan, advertisement, flag, emblem or decoration displayed inside the school premises if the opinion of the Agent it shall be unlawful, unseemly or libellous or expose the premises to an undue risk of fire or is likely to lead to a disturbance or a breach of the peace.
14. No exits may be blocked or chairs or obstructions placed in corridors or fire appliances removed or tampered with and the Hirer shall ensure that users of the premises are aware of the locations of emergency exits and that the Hirer's staff know the location of the fire-fighting equipment.
15. Any lights or other electrical apparatus which shall be connected to the electrical installation in the premises shall be properly insulated and fused and electrical plugs and sockets shall not be overloaded. All should be fully electrically tested.
16. All the conditions attached to any music and dancing licence and any theatre licence for the School premises shall be observed. A copy of each such licence held may be seen on application to the Agent and the Hirer shall be deemed to have had notice of all such conditions.
17. All legal requirements regarding the sale and consumption of alcoholic liquor the performing of plays and the exhibition of cinematograph films shall be observed and there shall be no infringement of 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 Lotteries legislation shall similarly be observed without infringement.
18. All scenery and costumes used for stage performances and the like must be fireproofed.
19. If the hiring includes use of the school kitchen the Hirer shall comply with such conditions as the Owners or the Agent may prescribe at the time of the hiring.

20. The Hirer shall make such provision for such Insurance cover as the Owners or their Agent may require, and shall pay all premiums due thereunder, and produce the policy or policies of insurance 48 hours before the time of the hiring.
21. Payment should be made, preferable by cheque to, 'Brierley Primary School' or BACS, and sent to the school.
22. Insurance (public liabilities) should be shown to the school and a copy retained by the school.

**HIRING APPLICATION**

**Brierley Primary School**

To the Governors of the above-mentioned School and to the Headteacher their Agent.

1. I .....

of .....

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:- £ p

Hire charge ..... ..

3. Not more than 100 persons shall be allowed on the premises during the hiring.

4. I agree to observe and perform the Hiring Conditions relating to the hall whether I have in fact seen the same or not prior to signing this application. I understand that I may see a copy on application to the aforesaid and that a copy will be on the premises at the time of hiring.

5. This hiring is on behalf of .....

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

Dated.....Signed .....

No	Income Activity	Approved Charge
1	Music Tuition	1-1 Music Tuition to be arranged by parents with Love Music Trust
2	Adult Education	As per LA recommended "Schools Lettings Charges".
3	Other Casual Lettings	As per LA recommended "Schools Lettings Charges" unless market can withstand higher charges (to be agreed by Headteacher) for lettings of a commercial nature.
4	Staff Personal Phone Calls	25p for standard phone calls. As per itemised bill for longer-distance calls.
5	Personal Photocopying	0.38p per black & white copy. £1.28 per colour copy.

<b>To be reviewed at FBP meeting</b>				
	Holiday Club (£ per day)	Adult & Community Learning Usage (£ per hour)	Community Use (2/3 of actual cost of return rate) (£ per hour)	Commercial Use (Actual Cost Return Rate) (£ per hour)
<b><u>Primary Schools</u></b>	£80 + staffing costs	+ staffing costs	+ staffing costs	+ staffing costs
Hall	✓	12.23	24.45	36.65
Classroom		6.48	12.95	19.40
Sports Hall		22.28	44.55	66.85
Football Pitch		11.95	23.90	35.85
Changing Room		5.70	11.40	17.10
Subsequent Classroom		1.38	2.75	4.15
P.C. Suite		6.55	13.10	19.62
Staffroom / Other room				
On-Cost for Sunday and Bank Holiday Lettings		1.55	3.10	4.65

<b>School Meal Charges</b>	£2.40
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<b>Nursery Charges</b>	
Nursery Session Am/PM	£12
Lunch Session per day	£2.50
Full Day AM and PM Including lunch session	£25
Full Week of Full Days (Subsidised by School)	£70 incl of 15 hours funding.
<b>Busy Bears Charges</b>	
Breakfast Club 7.30-8.30	£3.50
After School Club till 4pm	£3
After School Club till 4.30pm	£4
After School Club till 6pm	£9.50

<b>Date for Review: 28.06.23</b>
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