



ST. OSWALD'S RC PRIMARY SCHOOL

Charging and Remissions Policy

July 2021

Introduction

Sections 449-462 of the Education Act 1996 sets out the law on charging for school activities in schools maintained by local authorities in England.

Further information is given in section 7.5 of the Governors' Handbook and the DfE guidance document ["Charging for school activities"](#) of May 2018.

The Governing Body of St Oswald's Catholic Primary School recognises this requirement and advice and is committed to the general principle of free school education. It recognises the valuable contribution that a wide range of activities, including school visits, residential experiences and clubs, can make towards all aspects of a child's education. The Governing Body reserves the right to make a charge for the following activities which may from time to time be organised by the school.

Residential Activities Held During School Hours

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.

Activities Held Out of School Hours

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.

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.

Voluntary Contributions

The Governing Body may invite parents and carers to provide voluntary contributions in support of any school activity, whether during or outside of school hours.

Pupils will not be treated differently according to whether or not their parents have made any contribution in response to the request or invitation. However,

where there are not enough voluntary contributions to make the activity possible, then it may not take place.

Materials & Books

Books and classroom resources are provided free of charge.

Music Tuition

The school charges for small group and individual music tuition to cover the costs of tutors.

Breakage and Damage to School Property

The Governing Body reserves the right to request payment from parents and carers where their children have caused breakages or damage to school property where this is as a deliberate action of a child.

Lettings

The Governing Body 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 the “Lettings arrangements and conditions of use” document attached.

Remissions and concessions

Consideration regarding charging exemptions and concessions will be given to the following groups:

- Pupils in receipt of Pupil Premium
- Charitable bodies whose aims and objectives are in line with those of St Oswald’s Catholic Primary School

This will be determined on a case by case basis and authorised by the Headteacher.

Policy Review

This policy will be reviewed at least every 2 years by the Local Governing Committee.

Lettings arrangements and conditions of use

St Oswald's Catholic Primary School would like to welcome and encourage community use of the school.

Our lettings arrangements aim:

- To ensure that lettings are not in conflict with the fundamental purpose of the school.
- To support community involvement in the life of the school.
- To support families by providing premises for wrap around care.
- To support the community in sporting, cultural and educational pursuits.
- To be consistent with the school's equal opportunities policy.
- To maximize the commercial opportunity for lettings.
- To ensure costs are fully calculated and covered.
- To provide a professional service to users of the school's premises and ensure good customer care.
- To monitor the maintenance of the high standards of the premises and grounds.

All lettings/ hire agreements must be in keeping with the terms and conditions outlined in the agreement document.

Facilities for hire and rates (other than for wrap around care)

Facility	Notes	Charge
Field and yard area	There are no changing facilities but indoor toilets for children and adults can be accessed	£40 for 2 hours
Main Hall	Including access to toilets for children and adults	£50 per hour; £100 for 3 hours; £200 for 7 hours
Dining Hall		£25 per hour; £60 for 3 hours; £120 for 7 hours

For ongoing lettings such as wrap around care, the governors will negotiate charges with consideration of:

- 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)

Consideration regarding charging exemptions and concessions will be given to charitable bodies whose aims and objectives are in line with those of St Oswald’s Catholic Primary School and with some extracurricular activities where there is educational or well-being benefit to children at St Oswald’s Catholic Primary School. This will be determined on a case by case basis and authorised by the Headteacher.

Charges for future hire agreements may change at the discretion of the school.

The facilities are available for use at the following times:

- Monday – Friday 7.30am to 8.55am; 2:45pm to 6.15pm during term time

Use of these facilities may be restricted at times as school activities will be given priority.

Access beyond the above times may be granted upon prior agreement.

Hire Agreement of Facilities at St Oswald's Catholic Primary School

Hirer Details (to be completed by Hirer)

Name of "the Hirer"	
Address	
Contact Telephone Number	
Email Address	
Name of Organisation	
Purpose of the Organisation	
Registered Charity/ Company registration numbers	
Facility requested (e.g. Hall)	
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	
Any further information (e.g. Use of School Equipment)	
Details of electrical equipment to be brought onto site (incl date of latest PAT test)	

Checklist of documents attached (please note 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 Business Manager to ensure the appropriateness of the booking. 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 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, this document, The Hiring of Premises Policy with Booking Form, will be sent to the applicant confirming the details of the letting.

The terms and conditions of the policy must be adhered to.

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 Headteacher on behalf of the Governing Body.

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. This arrangement will be negotiated in advance for wrap around care and holiday care where payments are regular and ongoing.

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 Business Manager in advance. A 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 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

Safeguarding 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 Headteacher or their representative that DBS checks have been carried out for all relevant adults.

Indemnity & insurance

Lettings are made on the agreement that the Governing Body 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's Headteacher or School Business Manager 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.

Activities permitted

The Hirer must not undertake any activity that may bring the name of St Oswald's Catholic Primary School 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.

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 Governing Body 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.

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 Caretaker or School Business Manager 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.

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. However, all building users including the Hirer, should be aware that school has an AED located in the school office and that this is available to use when necessary. If the AED is used, it must be reported to the school as soon as possible.

Any accidents that occur during the letting (other than accidents such as children sustaining a bump or a graze) must also be reported to the school.

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 Business Manager.

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.

Intoxicating Liquor and Illegal Drugs

No intoxicating liquors are 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.

Smoking

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

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 assistance dogs, animals shall not be permitted anywhere on the school premises including the school playing fields.

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 caretaker 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's Facilities Manager 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.

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.

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.

Car Parking

The Hirer is responsible for providing sufficient adults to supervise the parking and traffic movement of vehicles on site, including sharing information about when traffic is and isn't

permitted on site. For wrap around care and holiday care, parents and carers will not be allowed to drive onto site. The Hirer is responsible for ensuring that cars shall not be parked so as 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.

Right of Access

The School reserves the right of access to the premises during the hiring.

Vacation of Premises

The Hirer shall ensure that the premises are vacated promptly at the end of the hiring session. The Hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult. The Hirer must liaise with the School Business Manager or caretaker, on leaving the premises after each visit.

The Headteacher may permit the Hirer to have key holder 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.

Charges & Cancellations

a. For short term hire (less than 3 months)

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 and the agreement will be terminated without notice for any letting for which payment has not been received.

Within the letting agreement period, 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 necessitates 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.

If there is a material breach of the terms of this agreement may be terminated by either party with immediate effect.

b. For longer term lease agreements such as wrap around care

The school and the hirer will agree on the frequency of invoicing and payments before signing the agreement, which will be at least one full month payment in advance.

The school may terminate this agreement with immediate effect if there is a material breach of the terms of this agreement, or if the hirer fails to maintain payments in line with the agreement.

The school will otherwise be required to provide 6 months' notice to the Hirer to terminate this agreement.

In exceptional circumstances, where the requirements of a school activity necessitates the cancellation of a session with less than 6 months' notice, the school will offer alternative accommodation.

If a session has to be cancelled 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 school may offer alternative accommodation or if not, a full refund. The school will not accept responsibility for any loss, or other expenses however incurred by the hirer, in the event of such a cancellation.

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.

The Hirer is required to provide 1 months' notice to the school to terminate this agreement and should therefore regard this as a rolling 1 month commitment on their behalf to the hire/letting.

Should the Hirer cancel a session without reasonable cause, for example, weather conditions or illness, the school reserves the right to charge in full.

Complaints

Any complaints arising from a hire agreement should be directed to the school's Headteacher. If the issue is not resolved satisfactorily this may be escalated by writing to the School's Chair of Governors.

Policy agreed: July 2021

Next review: July 2022