

St John's Church of England VA Primary School



Charging, Remissions and Letting Policy

Agreed by the FGB

Agreed: January 2025

Review: January 2026

St John's Church of England VA Primary School

Charging, Remissions and Lettings Policy

Sharing joy and hope in the community

When considering matters of charging, remissions and letting it is important for all the school community to reflect, considering our vision statement, 'Sharing joy and hope in the community'; along with the school values Respect, Compassion, Friendship, Service and Endurance. Through this we will ensure we are guided into good decisions to support all those in the St John's community.

1. CHARGING AND REMISSIONS:

Purpose of Policy

We believe that all our pupils should have an equal opportunity to benefit from school activities and visits (curricular and extra-curricular) independent of their Carer/Parents' financial means. This charging and remissions policy describes how we will do our best to ensure a good range of visits and activities is offered at the same time, try to minimise the financial barriers which may prevent some pupils taking full advantage of the opportunities.

Relationship to other policies

This policy compliments the school's equality policy, curriculum policy, finance policy, educational visits policy and the teaching and learning policy.

Roles and responsibilities of headteacher, other staff and governors

The headteacher, staff and governors will ensure that the following applies:

a) No charges will be made for:

- Education provided during school hours (including the supply of any materials, books, instruments or other equipment)
- Education provided outside school hours if it is part of the National Curriculum, or part of a syllabus for a prescribed public examination that the pupil is being prepared for at the school, or part of the school's basic curriculum for religious education.
- Tuition for pupils learning to play musical instruments (or singing) if the tuition is required as part of the National Curriculum.
- Education provided on any trip that takes place outside school hours if it is part of the National Curriculum or part of the school's basic curriculum for religious education.

- Supply teachers to cover for those teachers who are absent from school accompanying pupils on a residential trip.

b) Activities for which charges may be made:

- Activities outside school hours – Non-residential activities (other than those listed in 1 above), which take place outside school hours, but only if the majority of the time spent on that activity takes place outside school hours (time spent on travel counts in this calculation if the travel itself occurs during school hours).
- Education provided on any trip that takes place during school hours. However, Governors have agreed that the contributions asked for will be voluntary.
- Transport provided in connection with an educational trip. However, Governors have agreed that the contributions asked for will be voluntary.
- Residential activities – Board, lodgings, activities and transport costs of residential trips deemed to take place during school time. However, pupils whose parents are in receipt of certain benefits (see point 3 below) may not be charged for board and lodging costs. Residential trips deemed to take place outside school time (other than for those activities listed in 1 above). When any trip is arranged parents will be notified of the policy for allocating places.
- Music tuition – for individuals or groups of any appropriate size.

c) Families qualifying for remission or help with charges

In order to remove financial barriers from disadvantaged pupils, the Governing Board will consider some activities and visits where charges can legally be made could be offered at a reduced charge to children in receipt of Pupil Premium funding.

d) Additional considerations

The Governing Board recognises its responsibility to ensure that the offer of activities and educational visits does not place an unnecessary burden on family finances. To this end we will try to adhere to the following guidelines:

- Where possible we shall publish a list of visits (and their approximate cost) at the beginning of the academic year so that parents can plan ahead.
- We have established a system for parents to pay residential in instalments.
- We acknowledge that offering opportunities on a "first pay, first served" basis discriminates against pupils from families on lower incomes and we will avoid that method of selection.

2. LETTINGS:

Purpose of Policy

The aim of this policy is to encourage greater community use wherever possible. Letting arrangements relate to the use of the school premises, accommodation and facilitates outside of the normal school day. A letting must not interfere with the primary activity of the school i.e. to provide a high standard of education for all its pupils.

Relationship to other policies

This policy compliments the following policies:

- Finance Policy
- Health and Safety Policy
- Child Protection/Safeguarding Policy.

Roles and Responsibilities of Headteacher, Staff and Governors

The Governing Board accepts responsibility for the letting of school premises, for lettings arrangements and for setting lettings charges. Organisations seeking to hire the school premises should approach the Headteacher who will identify their requirements and clarify the facilities available.

This policy sets out the arrangements for the use of the school premises by groups, individuals or organisations. It should be read in conjunction with the Local Authority advice and guidance on Lettings and Lettings Insurance.

An Initial Request Form (appendix 1) should be completed.

The Governing Board has the right to refuse an application. Therefore, no letting should be regarded as “booked” until approval has been provided in writing. No public announcement of any activity or function should be made until the booking is formally confirmed.

Once approved, a letter of confirmation will be sent to the hirer, setting out full details of the letting and enclosing a copy of the Application of Hire, Conditions of Hire and Insurance details (appendix 2, 3 & 4). The letting should not take place until the signed agreement has been returned to the school. The person applying to hire the premises will be invoiced for the cost of the letting, in accordance with the Governing Board 's current scale of charges. Fees are payable termly.

All expenditure associated with lettings will be regularly monitored to ensure that at least a “break even” situation is being achieved.

Hire charges, will be reviewed annually by the Headteacher and Governors. The charges will cover costs incurred, i.e. heat and lighting, caretaker and insurance (if applicable).

All lettings will be at the discretion of the Headteacher and Governing Board, who may refuse lettings if they consider it in the interests of the school to do so.

St. John's Church of England VA Primary School

Priory, Wellington, Somerset, TA21 9EJ

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Website: <http://www.stjohnscofeprimary.co.uk>



LETTING OF ST JOHN'S C OF E PRIMARY SCHOOL INITIAL REQUEST FORM

Name of Applicant:

Home Address:

Telephone Number:

Name of Organisation:

Activity of Organisation:

Details of Premises Requested (Hall, Playground, Classroom etc):

Day of Week Requested:

First choice:

Second choice:

Third choice:

Start Time:

Finish Time:

(please allow time for your preparation and clearing up)

Dates Required:

Use of School Equipment (please specify your request):

Details of any Electrical Equipment to be brought into school:

Has this equipment been PAT tested: Yes No

Maximum Number of Participants:

Age Range of Participants:

Number of Supervising Adults:

Relevant Qualifications of Supervising Adults:

Sharing joy and hope in the community

Where applicable have DBS checks been carried out:

Date

By whom

Have Risk Assessments been carried out:

Date

By whom

I confirm that I am over 18 years of age, and that the information provided on this form is correct.

I confirm that I have read and understood:

- **LETTINGS OF COUNTY COUNCIL PREMISES INSURANCE**
- **CONDITIONS OF HIRE**

Signed:..... Date:

For Office Use Only:

Authorised/Declined

Headteacher

Date

**SOMERSET COUNTY COUNCIL
LETTINGS OF COUNTY COUNCIL PREMISES INSURANCE****NOTES**

Subject to the Exclusion mentioned below, the County Council is able to offer the following cover by way of insurance for hirers of Somerset County Council schools and other premises on a casual basis: -

1. PUBLIC LIABILITY (THIRD PARTY) insurance – i.e. claims by persons for which the Hirers (not the Somerset County Council) may be responsible.
2. Cover, which includes risks of food poisoning from food and drink supplied by the hirers, has been arranged subject to a limit of £2,000,000 for claims arising out of any one occurrence.
3. DAMAGE TO PREMISES HIRED (but excluding fire damage – see below). Cover, which includes vandalism for which the Hirer may be responsible, is limited to £1,000,000 for each hiring and is subject to the hirer meeting the first £100 of each claim.
4. DAMAGE TO PREMISES HIRED by FIRE OR EXPLOSION for which the hirer is responsible or which is directly attributable to hiring.

EXCLUSION

The above insurance arrangements DO NOT apply to Commercial Organisations such as a trading company promoting an exhibition or promoters of professional entertainment on the Council's premises. Such hirers are expected to have made their own insurance arrangements.

1. This statement is a summary of cover. If required, full details of the insurance cover may be obtained from the Insurance Department, (Finance), County Hall, Taunton.
2. The premium is added to the hiring charge.
3. This insurance cover is also available to hirers where the County Council makes no charge, although it is expected that outside organisations eligible for free use of premises will have made their own insurance arrangements. If cover is required a premium will be charged equivalent to that payable on a chargeable letting for a similar period.
4. All activities of staff, governors and parent/ teacher associations directly related to the running of the school (including fund raising activities) are covered by the Council's insurances.
5. It is required of the insurance cover that all reasonable precautions be taken to prevent accident, loss, damage or injury.
6. The Somerset County Council is unable to insure hirers against their responsibility to their own employees. Hirers must make their own arrangements as required by the Employer's Liability (Compulsory) Insurance Act 1969.
7. The Somerset County Council does not provide insurance for other risks of hirers, e.g. loss of money, tickets, etc, or arising from the cancellation of a hiring. Hirers must take whatever steps they deem necessary to protect themselves against such risks.

CLAIMS

All claims under these insurance arrangements must be made to the Insurance Department (Finance), County Hall, Taunton, TA1 4DY.

Preliminary information should be telephoned to the Insurance Department – telephone 01823 355290 when advice on further action will be given.

HIRE OF EDUCATIONAL ESTABLISHMENTS

CONDITIONS OF HIRE

1. In these conditions,
 - (a) "the Authority" means the Somerset County Council;
 - (b) "the Establishment" means the school premises;
 - (c) "the Facilities" means the premises and/or equipment forming part of or belonging to the establishment which the Hirer has identified on his/her application form;
 - (d) "the Hirer" has the meaning defined at Clause 2 below;
 - (e) "the Hire Period" is the period or periods of hire set out in the application form and agreed by the Headteacher;
 - (f) "the Responsible Body" means the establishment's Governing Board, its management committee or any other body charged with responsibility for the use of its premises by the community;
 - (g) "User/User" are those people using the Facilities as members of the Hirer's party.

2. The Hirer

- 2.1 The Hirer is the person (whether acting as an individual or on behalf of a club or organisation) hiring the Facilities.
- 2.2 The person signing the application form shall be deemed to be the Hirer and must be over 18 years of age.
- 2.3 Where the person who signs the form indicates that he or she signs the application form for or on behalf of any club or organisation, that club or organisation shall also be deemed to be the Hirer and shall be jointly and severally liable with the person who signs this agreement for any breach or non-observance of these conditions and that person warrants that he/she is the duly authorised representative of the club or organisation concerned and has the necessary authority to sign this agreement on its behalf.
- 2.4 Should there be any default of payment by the club or organisation, the person signing the form shall be deemed personally liable.

3. Application for Hire

- 3.1 All applications for the hire of the Facilities must be in writing on the printed form.
- 3.2 The Facilities will be used solely for the event described on the application form.
- 3.3 If this booking relates to a regular and continuing booking this one undertaking shall be binding for all occasions when the Facilities are used, but a regular booking shall not create or cause a periodic tenancy in respect of the Facilities.

- 3.4 The information given by the Hirer in the booking form shall not imply that the Authority considers the Facilities are suitable for the purpose(s) for which they are to be hired or are adequate accommodation for the number of people attending, and the Authority gives no warranty that the Facilities are legally or physically fit for the purpose(s) for which they are hired.
- 3.5 The Headteacher or his/her representative may enter the Facilities at any time during the Hire Period to ensure that the terms of this agreement are being fulfilled, and the Hirer shall not at any time be entitled to exclusive possession as against the Authority or its duly authorised representative(s).
- 3.6 The Headteacher, or his/her representative, may refuse admission to any person without giving any reason for doing so and may similarly require any person to leave the premises.
- 3.7 Authority to accept or decline or postpone a booking shall rest with the Headteacher of the establishment or his/her representative whose decision shall be final.

4. Access to the Facilities

- 4.1 Provided the Hire Period has been agreed by the Headteacher, the Hirer and the User will be given access to the Facilities by the School.
- 4.2. The Hirer will enter the building according to the initial agreement made with the School. It is the responsibility of the Hirer, prior to departure from the Facilities, to ensure that the building is secure and left clean and tidy. It should be vacated in accordance with the times set out in the booking form and the terms of this agreement.

5. Safeguarding

The school is dedicated to ensuring the safeguarding of its pupils at all times. It is a requirement of hire that hirers abide by the schools' requirements in respect of safeguarding. Any failure from the hirer in this respect will result in the hire being terminated.

It is the responsibility of the hirers to ensure that safeguarding measures are in place while hiring out the space.

If there is a chance that those hiring the premises will come into contact with pupils, for example if the hire occurs during school hours, or when pupils may be present in the school (during after-school clubs or extra-curricular activities), we will ask for confirmation that the hirers have had the appropriate level of DBS check.

The hirer will be required to have appropriate safeguarding policies in place, including safeguarding and child protection, and shall provide copies of these policies on request to the school.

The hirer confirms that, should any safeguarding concerns present themselves during the hire of the school premises, they shall contact their supervising body as soon as reasonably practicable.

The hirer understands that if our school receives an allegation relating to an incident where an individual or organisation is using our school premises for running an activity for children, we will follow our usual safeguarding procedures and inform our local authority designated officer (LADO).

Hirer's Responsibilities and the Safety of User

- 6.1 The Hirer is responsible for the safe admission and departure of User to and from the School and Facilities.
- 6.2 The Hirer is responsible for the behaviour and safety of the User and must ensure that there is appropriate supervision levels at all times during the Hire Period.
- 6.3 The Hirer is responsible for ensuring that all necessary written permission forms have been obtained from children's parents to enable them to participate.
- 5.4 The Hirer must ensure that a qualified supervisor is present during all activities of a hazardous nature, i.e., karate, trampoline, gymnastics, swimming, judo or where the hiring organisation is a youth group. A trained First Aid should be present by the Hirer at all letting, providing their own equipment.
- 6.5 The Hirer will be responsible for the provision of all such information, instruction and supervision as is necessary to ensure the safety of any activity for which the Facilities are used.
- 6.6 The Hirer is responsible for any special needs or requirements of the User.
- 6.7 The Hirer is responsible for the adequacy, suitability and safety of all equipment brought to the Facilities. All electrical equipment must be PAT tested.
- 6.8 The Hirer shall not use the Facilities in such a way as to cause any nuisance, damage, disturbance, annoyance, inconvenience or interference to the Facilities or adjoining or neighbouring property, or to the owners, occupiers or user of such adjoining or neighbouring property.
- 6.9 It is the sole responsibility of the Hirer to obtain any necessary licence for the sale of drinks for the performance of plays and similar productions and for the playing of pre-recorded music.
- 6.10 The Hirer must ensure that there are sufficient stewards to prevent unauthorised persons from entering the Facilities and to ensure that guests are restricted to the Facilities and to the necessary means of access thereto.
- 6.11 The Hirer must ensure that all equipment must be put back after use.
- 6.12 Any equipment brought to the Facilities must be removed at the end of each Hire Period.
- 6.13 The Hirer must undertake an Induction meeting with the Premises Manager prior to the commencement of the booking. The Premises Manager will explain the emergency procedures for fire, security procedures, first aid requirements and accident reporting. Documents to this effect will also be shared with the Hirer.
- 6.14 If the alarm system is activated during the Hire Period, due to user wandering into restricted areas of the building, then the Hirer will be responsible for any call out fee charged to reset the alarm.
- 6.15 The Hirer must have access to a mobile phone at all times in case of an emergency.
- 6.16 The Hirer and the User must participate in any evacuation drills or procedures operated by the School.
- 6.17 The Hirer must adhere to non-smoking/vaping legislation and the non-smoking policy of the School.
- 6.18 The Hirer shall not sublet the premises.
- 6.19 The Hirer shall not use the premise for any purpose other than that agreed as set out in the hire request form.

- 6.20 The school shall retain control, possession and management of the premises and the Hirer has no right to exclude the school from the premises.
- 6.21 The hirer shall be responsible for all matters relating to health and safety and shall be responsible for those in attendance during the specified time.
- 6.22 The Hirer is responsible for carrying out any risk assessments of the premises relating to the activities it is running. These risk assessments must be shared with the school.
- 6.23 The Hirer is responsible for ensuring that an up to date Safeguarding Policy is implemented if the group has children or vulnerable adults attending.

6. Condition of Facilities

- 6.1 The Facilities must be left clean and tidy after each Hire Period. If the Facilities are not cleaned to the reasonable satisfaction of the Site Manager, the Hirer will be responsible for the cost to have them cleaned.

7. Fees

- 7.1 From **April 2025 to April 2026** the hire costs are as follows and are per room:

- **Non-Profit Making Organisations:**
£32 per room for the first hour, followed by **£5.50** per room for each additional hour.
- **Profit Making Organisations:**
£38 per room for the first hour, followed by **£6** per room for each additional hour.
- **Weekend Lettings:**
£65 Per half day. An additional **£10** per week will be charged if storage has been agreed.
- **Weekday Lettings During School Holidays:**
£100 per day to include use of playground and multiple rooms.

- 7.2 The hire charges will be reviewed annually by the Headteacher and the Governing Board.

- 7.3 In the case of a one-off hire, payment will be 5 working days in advance of the hire unless otherwise agreed with the Headteacher in writing.

- 7.4 If the hire is for a regular let, the establishment will invoice the Hirer as agreed between the parties at the commencement of the agreement.

- 7.5 The Hirer shall be solely responsible for ensuring the agreed hire fee is paid. Failure to pay the agreed fee may result in future bookings being refused and legal action being taken to recover the outstanding debt.

8. Cancellation by the School

- 8.1 The Headteacher reserves the right to cancel an agreed booking for reasons including but not limited to: -

- The School requires the use of the Facilities;
- The School considers that the Facilities are unfit for use;
- Any reason beyond the School's control.

- 8.2 Any monies paid in respect of bookings cancelled in accordance with the above Conditions will be refunded to the Hirer. The Authority, the School and the Responsible Body will not be liable for any

other expenditure incurred, or loss sustained directly or indirectly by the Hirer or the User, arising from cancellation.

- 8.3 If the Hirer is in breach of these Conditions of Hire the Headteacher reserves the right to cancel a booking immediately and no refund will be given.

9. Cancellation by the Hirer

- 9.1 No refund will be given and charges will apply if less than 24 hours' notice is given by the Hirer.
- 9.2 The Hirer must give 4 weeks' notice to cancel the Hire agreement.

10. Damage

- 10.1 Any damage to the Facilities or the School should immediately be reported to a member of the premises team.
- 10.2 If any damage is done to the Facilities, School equipment or any part of the School by the Hirer or the User, the School may at its discretion carry out the necessary repairs and the Hirer will undertake to pay the cost of such reparation.

11. Insurance

- 11.1 It is a prerequisite of this Agreement that the Hirer has appropriate insurance cover.
- 11.2 The Hirer is responsible for arranging appropriate insurance cover. Details of the insurance arrangements which Somerset County Council is able to offer is attached (Appendix 1.1). However, the Hirer must also consider taking out further cover for other risks not included such as cancellation.
- 11.3 The Hirer agrees to provide the Headteacher with a copy of their insurance policy prior to the Hire Period and thereafter upon request.

12. Liability Generally

- 12.1 Except in the case of death or personal injury caused by the negligence of the School or Somerset County Council, neither the County Council nor the Governing Board of the School shall be liable to the Hirer in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature incurred by the Hirer.
- 12.2 The Hirer shall indemnify and keep the Authority indemnified against all losses, claims, demands, actions, proceedings, damages, costs or expenses or any other liability arising in any way from this Agreement and any breach of any of the Hirer's undertakings/agreements contained in this Agreement.
- 12.3 The Hirer shall not do or permit or suffer to be done by any act, matter or thing which would or might constitute a breach of any statutory requirement affecting the Facilities or which would or might vitiate in whole or in part any insurance effected in respect of the Facilities from time to time.

13. Car Parking

- 13.1 The parking of vehicles within the School site in the car parking area, by the Hirer and the User shall be subject to the agreement of the Headteacher and permitted only on condition that:

- They park at their own risk and that they accept responsibility for any damage caused to their vehicles or any injury to any person or the property of the School by the vehicles or the presence of such vehicles at the School.
- The Hirer will not park on the slabbed areas or school playground.
- The Hirer shall maintain at all time adequate means of access for emergency vehicles.

14. No assignment/sub-contracting

- 14.1 The Hirer shall not be entitled to assign the benefit of, delegate the burden of, or sub-contract all or any of its rights and obligations under, these Conditions of Hire.

15. Variation

- 15.1 The Responsible Body reserves the right to vary these Conditions of Hire at any time or to make special arrangements in any particular case. The varied conditions of hire will not be effective until a copy is given to the Hirer.

APPLICATION & CONTRACT FOR HIRE

I hereby apply for the use of the facilities detailed below:

Club/Organisation:

Accommodation required:

Equipment/Furniture required:

Equipment, etc to be brought onto premises by Hirer (if any):

Heating required: Yes/No

Insurance required: Yes/No **If you do not require insurance, please attach a copy of your own Public Liability Insurance Policy to this application.**

Applicant's Name:

Address:

.....

Telephone No:

Treasurer:

Address:

Telephone No:

Date required:

Alternative Date:

Times: From: To:

Approximate number of people:

<p>The Hirer</p> <p>I have read and agree to be bound by the Conditions of Hire.</p> <p>Signed in a personal capacity and on behalf of</p> <p>whose authority I have to bind them by signing this application.</p> <p>Signed:</p> <p>Date:</p>	<p>The Responsible Body</p> <p>We agree to let the Establishment as set out from the above information.</p> <p>The cost of the hire is:</p> <p>It is agreed that the payment will be provided by:</p> <p>Signed: (Headteacher)</p> <p>Date:</p>
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