Brompton Community Primary School

Charging and Remissions policy

Approved by:	School Governors	**Date:** 25 September 2023
Last reviewed on:	20 September 2023	
Next review due by: Headteacher/Governors	September 2024	

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BROMPTON COMMUNITY PRIMARY SCHOOL
CHARGING & REMISSIONS POLICY FOR SCHOOL ACTIVITIES & LETTINGS (Hire Arrangements inc Swimming Pool Hire)

Document Status			
Date of Next Review	September 2024	**Responsibility**	*Governing Body*
Success Criteria for review completion		**Responsibility**	*Nigel Hebron*
Date of Policy Creation ***NYCC Adapted - Sept 2023 Lettings updated from School Finance Manual Information August 2021***	**Adapted school written model**	**Responsibility**	*Chair of Governors*
Date of Policy Adoption by Governing Body **September 2023**		**Signed**	
Method of Communication (e.g Website, Noticeboard, etc) **School Website**			

This policy takes guidance from the DfE Policy – 'Charging for School Activities' and Local Authority guidance on school lettings. Sections 449-462 of the Education Act 1996 set out the law on charging for school activities in schools maintained by local authorities in England. This guidance complements the guidance laid out in section 6.7 of the Governance Handbook.

This Policy will be reviewed on an annual basis by the School's Full Governing Body and will be adjusted in line with new Government or Local Authority recommendations. It sets out the School's position on charges, remissions and lettings.

If a school chooses to apply a charge for a particular activity then it should make information available to parents as to how the charge has been calculated as well as details of support for those on low incomes or in receipt of specific benefits.

<u>Activities Schools CANNOT Charge For</u>

The following list of activities cannot be charged for by school governing bodies and local authorities:

a) an admission application to any state funded school (paragraph 1.9(n) of the School Admission Code 2014 rules out requests for financial contributions as any part of the admissions process);

b) education provided during school hours (including the supply of any materials, books, instruments or other equipment; sports activities such as swimming lessons and professional coaching; author visits);

c) 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 religious education;

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d) instrumental or vocal tuition, for pupils learning individually or in groups, unless the tuition is provided at the request of the pupil's parent;

e) entry for a prescribed public examination, if the pupil has been prepared for it at the school; and

f) examination re-sit(s) if the pupil is being prepared for the re-sit(s) at the school.

Activities Schools CAN Charge For

Schools and local authorities can charge for the following:

a) Any materials, books, instruments, or equipment, where the child's parent wishes him/her to own them, i.e. a charge can be made to cover the cost of materials or ingredients required for design or food technology subjects where parents have indicated in advance that they would like their child to bring home the finished product;

b) Optional extras (see section below);

c) Music and vocal tuition, in limited circumstances (see section below);

d) Certain early years provision; and

e) Community facilities.

Voluntary Contributions and Responsibilities of Staff

A school can request voluntary contributions for the benefit of the school or any school activity.

The Head Teacher or Governing Body should, from the outset, make clear to parents:

- If an activity is reliant upon voluntary contributions and cannot be funded from any other sources;
- That there is no obligation to make a contribution as it is voluntary, not compulsory;
- That the activity will be cancelled if insufficient contributions are received to fund it; and
- The school's policy for allocating places on school visits.

A child should not be excluded from an activity if his/her parents are unwilling or unable to pay and indeed their child should still be given an equal chance to go on the visit. Parents must not be made to feel pressurised into paying as it is a voluntary not compulsory contribution and schools should not send colour coded reminder letters or direct debit / standing order mandates when requesting contributions.

Optional Extras

Charges can be made for providing materials, books, instruments or equipment where an optional extra is being provided. Participation in optional extra activity is a matter of parental choice and a willingness to meet the charges. Parental agreement is a necessary pre-requisite for the provision of an optional extra where charges will be made.

Optional extra charges may be made in the following circumstances:

- Education that is not part of the National Curriculum, or part of a syllabus for a prescribed public examination that the pupil is being prepared for, or part of religious education is provided outside of school time;
- Examination entry fee(s) if the registered pupil has not been prepared for the examination(s) at the school;
- Transport, other than that required to take the pupil to school or to other premises where the local authority/governing body has arranged for the pupil to be provided with education;
- Board and lodging for a pupil on a residential visit; and

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• Extended day services offered to pupils (for example breakfast club, after-school clubs, tea and supervised homework sessions.

In calculating the cost of optional extras an amount may be included in relation to:

• Any materials, books, instruments, or equipment provided in connection with the optional extra;

• The cost of buildings and accommodation

• Non-teaching staff;

• Teaching staff engaged under contracts for services purely to provide an optional extra (including supply teachers); and

• The cost, or a proportion of the costs, for teaching staff employed to provide tuition in playing a musical instrument, or vocal tuition, where the tuition is an optional extra.

The charge per pupil should not:

• exceed the actual cost of providing the optional extra divided equally by the number of pupils participating;

• include any form of subsidy for other pupils wishing to participate whose parents are unwilling or unable to pay the full charge

• include the cost of any alternative provision for other pupils not wishing to participate in the optional extra where a small proportion of the optional extra takes place during school hours; or

• include the costs of supply teachers contracted to cover for teachers who are away from school accompanying pupils on a visit as they are seen to be providing education during school time, not an optional extra.

Music Tuition

Although the law states that, in general, all education provided during school hours must be free, instrumental and vocal music tuition is an exception.

The Charges for Music Tuition (England) Regulations 2007 set out the circumstances in which charges can be made for tuition in playing a musical instrument, including vocal tuition.

Charges may now be made for vocal or instrumental tuition provided either individually or to groups of any size provided that the tuition is provided at the request of the pupil's parent. Charges may not exceed the cost of the provision, including the cost of the staff that provides the tuition.

Charges may not be made where the teaching is either an essential part of the national curriculum, or is provided under the first access to the Key Stage 2 Instrumental and Vocal Tuition Programme.

Charges may not be made in respect of a pupil who is looked after by a local authority (within the meaning of section 22(I) of the Children Act 1989).

Transport

Schools cannot charge for:

a) Transporting registered pupils to or from the school premises, where the LA has a statutory obligation to provide transport;

b) Transporting registered pupils to other premises where the governing body or LA has arranged for pupils to be educated;

c) Transport that enables a pupil to meet an examination requirement when he/she has been prepared for that examination at the school; and

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d) Transport provided in connection with an educational visit.

Residential Visits

Schools cannot charge for:

a) Education provided on any visit that takes place during school hours (provided by school);

b) Education provided on any visit that takes place 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 religious education; and

c) Supply teachers to cover for those teachers who are absent from school accompanying pupils on a residential visit.

Schools can charge for board and lodging but the charge must not exceed the actual cost.

Eligibility for Remission for Residential Visits

Section 200 of the Education Act 2002 outlines the eligibility to entitlement for board and lodging costs for residential visits. When a school informs parents about a forthcoming trip, they should make it clear that parents who can prove that they are in receipt of certain benefits will be exempt from paying the cost of board and lodging: The current criteria is the same as for Free School Meals;

- income Support
- income-based Jobseeker's Allowance
- income-related Employment and Support Allowance
- support under Part VI of the Immigration and Asylum Act 1999
- the guaranteed element of Pension Credit
- Child Tax Credit (provided you're not also entitled to Working Tax Credit and have an annual gross income of no more than £16,190)
- Working Tax Credit run-on - paid for 4 weeks after you stop qualifying for Working Tax Credit
- Universal Credit - if you apply on or after 1 April 2018 your household income must be less than £7,400 a year (after tax and not including any benefits you get)

Children who get paid these benefits directly, instead of through a parent or guardian, may also be exempt from paying the cost of board and lodging.

Education Partly During School Hours

Where an activity takes place partly during and partly outside school hours, there is a basis for determining whether it is deemed to take place either inside or outside school hours.

A charge can only be made for the activity outside school hours if it is not part of the National Curriculum, not part of a syllabus for a prescribed public examination that the pupil is being prepared for at the school and not part of religious education.

Non-Residential Activity

If at least 50% of the non-residential activity occurs during school hours then it is deemed to take place during school hours. Travelling time is included in the calculation if the travel itself occurs during school hours. School hours do not include the break in the middle of the day.

Where less than 50% of the time spent on an activity falls during school hours, it is deemed to have taken place outside of school hours.

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Example: An excursion to a theatre production involves the pupils leaving school an hour before the end of the school day but the activity does not finish until late in the evening. This will be an activity deemed to have occurred outside of school hours.

Residential Visits

In the case of a residential visit, if the number of school sessions taken up by the visit is equal to or greater than 50% of the number of half days spent on the visit, it is deemed to have taken place during school hours – even if some activities take place late in the evening. Whatever the start and finish times of the school day, Regulations require that the school day is divided into two sessions. A "half day" means any period of 12 hours ending with noon or midnight on any day.

Example 1: Pupils are away from noon Wednesday to 9pm Sunday. This counts as 9 half days including 5 school sessions. The 5 school sessions are more than 50% of the number of half days spent on the visit therefore the visit is deemed to have taken place during school hours.

Example 2: Pupils are away from noon Thursday to 9pm Sunday. This counts as 7 half days including 3 school sessions. The 3 school sessions are less than 50% of the number of half days spent on the visit therefore the visit is deemed to take place outside school hours.

Extended Schools –

Brompton Community Primary School provides a term time only wraparound school childcare service for 4-11 year olds at The Hive Before & After School Club'. Parents will be charged for use of the service and the session times and charges are as follows:

Full morning session including snack - 7.30am until start of school	-	**£ 6.50**
Full afternoon session including snack - 3.15pm until 6.00pm	-	**£10.00**
Morning and afternoon sessions (same day)	-	**£15.00**

Additional Charges for Late collection

Students collected after 6.00pm (up until 6.15pm) will incur a £5.00 late fee charge. An additional £2.50 will be charged for every 5 minutes after 6.15pm and thereafter. In addition, any student not collected by 3.20pm will be placed into the After-school club and charged at the late collection rate (see above late charges).

Early Years

Brompton Community Primary School offer 15 hours funded Nursery Provision only.

LETTINGS (see Lettings Policy)

This can be changed for individual schools and can incorporate a schedule of charges e.g.

Scale of charges

Letting of rooms / site

Dining Hall	£ 15/ hour	Subject to review
Playing Field	By private agreement	

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Any additional charges or caretaking work will be charged to the individual organisation as required.

Photocopier charges

5p per black and white copy
10p per colour copy

Approved By Governors:
Signed_____ Date _____

Value Added Tax - The Governors are constrained by law to apply value added tax to all transactions where appropriate.

Photocopying Charges

Charges for department photocopying are as follows: ***example - change as appropriate***

	A4	A3	A2	A1
B/W Repro	1p	2p		
B/W Self Service	3p	5p		
B/W Lazer	8p	12p		
Colour	25p	35p		
Large Format Matt			£2.50	£3.50
Large Format Gloss			£4.00	£6.00
Laminating	50p	£1.00	£3.00	£5.00
Binding	50p			

per sheet	A4	A3
Coloured Paper	1p	2p
White Card	5p	10p
Coloured Card	5p	
OHP	40p	
Acetate	10p	
Ream of White Paper	£2	£4

Private photocopying charges are (staff & students only):

	4	A3	A2	A1 A
B/W	2p	3p		
B/W Laser	8p	12p		
Colour	25p	35p		
Large Format Matt			£3.00	£4.00
Large Format Gloss			£4.50	£6.50
Laminating	75p	£1.25	£3.50	£5.50
Binding	50p			

per sheet	A4	A3
Coloured Paper	2p	4p
White Card	8p	13p
Coloured Card	10p	
OHP	50p	
Acetate	15p	

External photocopying charges are:

	A4	A3	A2	A1
B/W	3p	5p		
B/W Lazer	8p	12p		
Colour	50p	70p		
Folding/Stapling	£4.00 per 100			
Scanning	£1.00 per sheet+ disc			
Large Format Matt			£3.50	£5.00
Large Format Gloss			£6.00	£8.00
Laminating	95p	£1.60	£4.00	£6.00
Binding (inc. acetate & back)	£1.00			

	A4	A3
Coloured Paper	2p	4p
White Card	8p	13p
Coloured Card	10p	
OHP	50p	
Acetate	15p	
	A4	**A3**
Ream of White Paper		

Private Telephone Calls and Faxes

Staff and others using a School telephone or the fax machine may do so, with the prior agreement of the Finance Manager or Finance Assistant, at the rate charged by the telephone supplier.

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SAMPLE HIRE ARRANGEMENTS POLICY

Adoption

The Governing Body of [insert name of school] at their meeting on [insert date] adopted the hire arrangements policy as set out in this document.

Introduction

The Governing Body is committed to ensuring the efficient use of the school's premises and making them available for use by the local community.
However, the overriding aim of the Governing Body is to support the school in providing the best possible education for its pupils, the promotion of equality and opportunity and the community cohesion of the local area. Any hiring out of the premises to outside organisations will be considered with this in mind.

Definition of a Hire Arrangement

A hire arrangement may be defined as: "Any use of the school buildings or grounds by parties other than the school and its partners. This may be a community group (such as a local football team) or a commercial organisation (such as a local "Weight Watchers" branch)."
The following activities fall within the day to day business of the school and are not considered to be hire arrangements.

- [insert activities as appropriate]
- Governing body meetings
- Extra-curricular activities arranged by the school for pupils
- Parents meetings
- PTA meetings

The costs arising from these uses are therefore a legitimate charge against the school's delegated budget.

Types of Hire Arrangements

The Governing Body has agreed to define hire arrangements under the following categories:

- School Hire Arrangements for activities for pupils or their parents/carers that provide educational benefit to pupils that the school wishes to subsidise;
- Community Hire Arrangements for other community activities which should be made on the basis of full cost recovery; and
- Commercial Hire Arrangements will be charged on a cost plus an income margin for the school.

Hire Arrangement Times, Available Facilities and Equipment

The following times, facilities and equipment available are agreed as follows:

[Insert all areas of the school assessed as suitable for use and the earliest/latest hire arrangement times agreed as appropriate for hire arrangements; include term time and holiday time if facilities are to be available then]
Variations to these facilities and times will be subject to the approval of [the headteacher or Chair of Governors].

Priority for Hire Arrangements

Being mindful of the needs of the local area, the Governing Body has undertaken an assessment of local needs. This information has been used to determine the priorities for hire arrangements. The

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following hire arrangements are especially encouraged:
• [insert activities as appropriate]
• Educational activities open to school pupils and their families
• Recreational activities open to school pupils and their families
• Activities organised by local community groups for the benefit of the local community
• Hire arrangements to parents attached to the school / people living in the local community / voluntary organisations / women's groups / disability groups / low income groups / children's groups / youth groups etc

The following activities are not considered appropriate for hire arrangements as they are either well provided for in the local area, are not deemed to be compatible with the ethos of the school or are not able to be accommodated within the school's facilities:
• [insert any types of use that conflict with the school improvement plan, local priorities, etc i.e. commercial activities with little potential to generate income or support the school, events selling alcohol or promoting gambling]

Applications

Organisations or individuals seeking to hire the school premises should contact [insert as appropriate].

Following receipt of an enquiry, the enquirer shall be provided with a Hire Arrangements Information Pack which includes copies of the following:

i. the School's Hire Arrangements policy;
ii. the School's Terms and Conditions;
iii. the Scale of Charges; and
iv. the application form All applications for the hire of accommodation must be made on the appropriate application form H1 (see Schools Finance Manual) and submitted to the Headteacher at least three weeks before the proposed date of the hire arrangement.

Applications from young persons under the age of 18 must include the name, address and signature of the guarantor who shall be over the age of 18. The person signing the application form will be considered to be the Hirer and in doing so will be in acceptance of the terms and conditions of the hire arrangement.

A record of all enquiries shall be kept on file.

The [Headteacher or other designated member of staff] will decide on the application with consideration to:
• The priorities for hire arrangements agreed by Governors and set out in the school's hire arrangements policy
• The availability of the facilities and staff
• The school's equal opportunities, health and safety, child protection policies
• The health and safety considerations such as numbers of users, type of activity, qualifications of instructors etc.

Once a hire arrangement has been approved, a letter of confirmation will be sent to the Hirer. The Hirer will be invoiced for the cost of the hire arrangement in accordance with the Governing Body's current scale of charges. We will seek payment in advance in order to reduce any possible bad debts and/or a deposit to cover damage. An official receipt will be issued for all payments received. All hire arrangement fees received will be paid into the school's bank account. The income and expenditure relating to hire arrangements shall be clearly recorded by the school and reported under the guidelines for Consistent Financial Reporting.
The Headteacher on behalf of the Governing Body has the right to refuse an application and no hire

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arrangement shall be regarded as “booked” until approval has been given in writing and payment received in full. The reason for refusals shall be recorded on the application form and fully explained to the enquirer.

Charges

Whilst recognising that the School has a statutory duty to ensure that it does not suffer a net loss in hiring out accommodation, the Governors seek to set a scale of charges at a reasonable level that is not unduly onerous for those organisations within the community that operate on a voluntary basis. Charges are set out in the Schedule of Charges.

The scale of charges shall be reviewed [annually by the Governing Body] for implementation from [the beginning of the next financial year or with effect from 1 April of that year]. The details of current charges shall be provided in advance of any hire arrangement being agreed and users shall be given 28 days’ notice in writing of any variation to charges.

For the purpose of charging, the Headteacher [insert any additional staff with delegated authority] is/are empowered to determine to which group any particular individual or organisation belongs. They are also able to offer any discounts or agree a subsidy for any hire arrangements, as they deem appropriate. The basis of charging will be determined by the purpose for which the hire arrangement is arranged. The charges payable shall be those applying at the time of the hiring and not at the time of application.

The school reserves the right to require a deposit over and above the hiring charge that equates to [insert i.e. 25% of the hire charge] as a surety against damage to the premises (including any equipment) or the premises being left in an unacceptable condition necessitating additional costs for cleaning, caretaking or other expenses. Within 14 days of the end of the hire arrangement the deposit shall be refunded to the Hirer subject to any deductions that may be made for loss or damage to school premises/equipment.

The school is constrained by law to apply value added tax to all transactions where this is appropriate. The hire arrangement of rooms for non-sporting activities is exempt from VAT whereas sports hire arrangements are subject to VAT. The minimum hire period shall be one hour.

The school will seek to recover any cost incurred by the school that is unavoidable and results directly from the cancellation of a hire arrangement. The timescale and charges for cancellations are set out in the Terms and Conditions of Use.

Management of Hire Arrangements

The Governing Body has delegated day-to-day responsibility for hire arrangements to the [Headteacher] in accordance with the Governing Body’s policy.

Where appropriate, the [Headteacher] may delegate all or part of this responsibility, such as security, child protection, etc to other members of staff, whilst still retaining overall responsibility for the hire arrangements process.

If the [Headteacher] has any concern about whether a particular request for a hire arrangement is appropriate or not, he will consult with the [insert appropriate person/body such as Chair of Governors].

The school should ensure that the terms of any contract for hire arrangements such as sports activities, theatre groups, cubs and scouts, etc that will require the contractor to employ staff or use volunteers to work with, or provide services for children, regardless of whether they attend the school or not, also requires the contractor to adopt and implement the measures described in this guidance.

They [schools] shall also monitor the contractor's compliance.

An annual report on hire arrangements will be delivered to the Governing Body and will include information on users, finance, incidents and accidents, enquiries and any hire arrangements refused.

Security

The Headteacher has delegated authority to determine the security risk for each hire arrangement and shall be responsible for allocating a continuous security presence or other control measure.

Entrance to the school shall be via [insert details] which will be opened by the school at the agreed time. For security reasons, the school keys shall not be available to the Hirer. The Hirer must use only that area of the premises hired and must observe any instructions given by the School concerning the areas available and unavailable.

The Hirer shall not have access to the school's landline telephone and shall be required to have access to their own mobile phone for emergencies.

Conduct of Users

The Hirer shall be present at all times during the hire and shall be responsible for the maintenance of good order; special attention shall be given to:
- The behaviour of those in attendance;
- The interests of residents in the neighbourhood so that they are not disturbed or caused any inconvenience;
- Other functions being held elsewhere on school premises so that they are not interfered with;
- All those in attendance vacating the premises in an orderly manner and by the finishing time as stated on the application form.

Smoking and vaping is not allowed within the school's perimeter.

Animals, other than Guide Dogs, are not permitted anywhere on the school premises except with the express approval of the Governing Body.

Indemnity and Insurance

Neither North Yorkshire Council nor the school shall be liable for any injury or damage to persons or property upon its premises (so far as they are legally able to do so) sustained during the hire.

The Hirer shall agree to indemnify North Yorkshire Council, its employees and agents and the school against all actions, proceedings, claims, damages, awards or costs in respect of loss, damage, death or personal injury during the period of hire or before or after that time unless such death or injury occurs as a result of the negligence or breach of duty of North Yorkshire Council, the school or their agents or employees.

The Hirer must be covered by public liability insurance policy with a minimum limit of £5 million including damage to the premises and its contents. It shall be necessary to produce documentary evidence of the cover when booking.

The Governing Body may at its discretion waive this requirement where the Hirer is an individual or small informal group of individuals (not using the school buildings for commercial or business purposes) who do not fall within the following definition and are not able to obtain public liability insurance:
- Members of any club, association or society which operates by subscription or entry fee;
- Any charity or individual organisation, carrying on business with a view to profit.

Cancellation

The Governors may end a booking arrangement by giving the User three months written notice to expire at any time.

The Governors may end the agreement immediately by notice given by them:
1. If at any time any payment due remains unpaid for more than [28 days or other] after becoming due
2. If the user fails to remedy any breach of any conditions as set out in the terms and conditions of hire after being required to remedy such breach by [28 days] notice in writing
3. If the User breaches any of the conditions as set out in the terms and conditions of hire which in the opinion of the Governors is incapable of being remedied and the Governors state this in a notice given by them
4. In extreme cases the Governors may terminate this agreement summarily without notice if it has been shown that the User has not ensured that suitable arrangements are in place with regard to the safeguarding of children, vulnerable adults and child protection in line with the requirements of current legislation and any North Yorkshire Council safeguarding procedures.

The school [will/will not] refund any sum paid [insert conditions].

The school shall not be held liable or be required to pay compensation for any loss sustained as a result of or in any way out of the cancellation of the hire.

Appeals Procedure

If a Hirer has a hire arrangement application rejected or agreement withdrawn, they have the right to appeal to the Governing Body.

The appeal should be made in writing and will be presented at the next full meeting of the Governing Body. The Hirer will be informed of any action and/or decision taken by the Governing Body. The Governing Body's decision is final.

Complaints Procedure

If a Hirer is dissatisfied with any aspect of the service they have received, they should at the earliest opportunity attempt to resolve this with the staff at the school.

Every effort will be made to resolve disputes between parties quickly and effectively. In the event of a dispute, the complainant should proceed as follows:
1. The relevant member of staff should be contacted to try to resolve the problem.
2. If the matter cannot be resolved satisfactorily, the Headteacher should be contacted.
3. If the matter remains unresolved, the complaint must be submitted in writing to the Headteacher.
4. Where the Headteacher has failed to satisfy the complainant, the Governing Body (or a committee or an individual governor where delegated to do so) may review the case.

Having exhausted the steps above, all unresolved disputes or differences shall be referred to a single arbitrator who shall be determined by the school's Governing Body.

Policy Review

This policy is due for review on [insert date].

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Value Added Tax Regulations

In accordance with current Value Added Tax regulations, the supply of sports facilities for playing any sport or participating in physical recreation normally incurs standard rated VAT of 20%. However, in certain circumstances organisations may be eligible for a VAT exemption for use of the following facilities:

- Sports pitches
- Swimming pools
- Sports halls
- Sports courts
- Sports equipment
- Gymnasiums
- Assembly halls

The supply of facilities for sporting activities can be exempt if all of the following criteria are met:

1. It is for a series of 10 or more periods of any duration;
2. Each period is for the same activity and at the same place,
3. The interval between periods is never less than one day or more than 14 days.
4. There must be clear evidence of a formal agreement, which must be in place prior to the commencement of the first session in a series of hire arrangements;
5. The fee for the hire arrangement relates to the whole series of sessions and is evidenced by a formal Hire arrangements contract issued by the Hire arrangements Service;
6. The use of facilities is exclusive to the customer or is a distinct or separate area/facilities;
7. The customer is a school, club, association, or organisation representing clubs and associations *and meets the criteria of an eligible body as determined by the HMRC.*

The conditions governing these special arrangements are as follows:

- The minimum interval between periods of one day is a strict 24 hours e.g. if a session is booked from 7pm to 8pm one day, it is not possible for the next session to start prior to 7pm the following day without invalidating the VAT exemption.
- Any extra charges for extended or additional sessions not in the original agreement will incur standard rated VAT at 20%.
- The formal agreement offers customers the option to pay in advance of the activity. Annual bookings for term time only use will be charged in advance/arrears of the term less VAT providing all the criteria are met and providing that there are 10 occasions booked in each term, otherwise VAT will be chargeable;
- If payment in advance is made, there will be no refund unless the sessions are cancelled due to circumstances outside of the control of the solely liable person– please see cancellation policy.
- If payment in arrears is made and a refund is given due to the customer cancelling or varying the length of any sessions then the whole hire arrangement (or term, if an annual term time only booking is made) becomes liable for standard rated VAT at 20%
- Previous qualification for VAT exemption will not be taken into account for new bookings and each application will be assessed via the above legislative criteria

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SAMPLE Terms and Conditions for Use of School Premises

All groups/organisations that use the premises are required to read these terms and conditions and agree to abide by them. This terms and conditions document will be signed by the [Headteacher / Chair of Governors at the School] and the Hirer/nominated person from the hiring group/organisation.

Interpretation
'The School' means the Governing Body of the School, its employees and agents.
'The Hirer' is the organisation or individual with whom the school is contracting.

Purpose of Use
1. The accommodation shall only be used for the purposes and within the hours stated on the application, as confirmed by the School. The Hirer shall be responsible for ensuring these conditions of occupation are observed and that there is no interference with the normal activities of the school.

2. The Hirer shall not assign or sublet the whole or any part of the benefit of this agreement.

3. No interference is to be made with school property/equipment/premises which do not form part of the hire arrangement.

4. Nothing in this agreement shall create a tenancy.

Access
5. The Governing Body or its representative has access to the areas subject to hire for the purpose of inspection.

Health and Safety
6. The Hirer must comply with all laws relating to the premises and the occupation and use of the premises by the Hirer including but not limited to Health and Safety legislation.

7. The Hirer is responsible for the effective supervision of the arrangements and activities in the premises during the period of hire and for the prevention of disorderly behaviour so as to ensure that no nuisance or annoyance arises to the occupiers of adjoining premises or neighbouring residents and shall behave reasonably at all times.

8. The school fire, emergency and evacuation procedures shall be forwarded to the Hirer (form H2) and it is the Hirer's responsibility to ensure that the whole party are aware of these procedures. The Hirer shall be required to take any precautions necessary to ensure the safety of those attending the period of hire, including ensuring the means of escape from fire are not blocked or impeded.

9. It is the Hirer's responsibility to ensure that there is someone present who is suitably qualified to deliver first aid in the event of an emergency.

10. The Hirer shall immediately inform the school of any emergency, accident or serious incident that occurs on the school premises. This shall be done in person and may require the applicant telephoning [specify who and provide a contact telephone number] the Headteacher or the Premises Manager. The Hirer shall be responsible for reporting to the Health and Safety Executive any accident that arises from activities that it organises.

11. Hirers providing services to children, whether pupils at the school or others, must have policies and procedures in place to ensure children's safety, and must provide evidence of these to the school as required, i.e. Safeguarding Policy and Use of Mobile Phone Policy, DBS/ISA checks.

Payment of Hire Charges and Deposit
12. Hire charges shall be due and payable [insert number of days] days [before the date of the booking or from the date of the invoice].

13. The school reserves the right to require a deposit over and above the hiring charge as a surety against damage to the premises (including any equipment) or the premises being left in an unacceptable condition necessitating their incurring additional cost for cleaning, caretaking or other expense.

14. Failure to appear for a hire arrangement shall result in the cost of the booking being levied.

15. Whether or not the option to hire is actually exercised, payment must be made. For example, if the Hirer makes and pays in advance for a ten consecutive week booking but only uses the premises for eight weeks, the full charge for ten evenings is payable. There shall be no refund unless the reason for cancellation is due to school commitments / out of the control of the user group.

Responsibility of the Hirer for Good Order and Safety

16. The Hirer shall be responsible for any damage to the school property, equipment or buildings caused by them or their guests. The Hirer must report any such damage to the school immediately. The Hirer shall repay to the school, on demand, the cost of re-instating or replacing any part of the premises or any property on the premises which shall be damaged, destroyed, stolen or removed during the period of hire or prior or subsequent thereto if in relation to or by reason of the hiring. Any such costs will be in addition to the specified hire arrangements charges.

17. All preparatory and clearing away time must be accounted for in the period applied for. Should the booking overrun, the Hirer shall be charged at the hourly rate for every hour or part thereof over and above the agreed times.

18. The Hirer shall ensure that all accommodation is left in a clean and tidy condition at the end of the hire arrangement. Using litterbins and recycling facilities as appropriate will help this.

19. The Hirer must obtain express permission from the school to leave any equipment on the premises. Where permission is granted, the Hirer is responsible for any equipment they leave on the premises and shall ensure that such equipment is in good repair and after use, safely stowed away. Items no longer required by the Hirer, or deemed by the school/North Yorkshire Council to be unsafe or beyond repair or else unsafely stored on the premises shall be promptly removed by the Hirer on demand. If such request is not complied with by the Hirer within [insert timescale], the items may be disposed of by the school/North Yorkshire Council and the Hirer shall reimburse the school/North Yorkshire Council for any expense incurred as a result.

20. The school shall not be responsible for any article brought or left in any part of the premises, or theft or loss of, or damage to vehicles parked in any car park provided.

21. The Hirer must ensure that all privately owned electrical equipment has a certificate of safety (Portable Appliance Test) from a qualified electrical engineer.

22. The Hirer shall comply with any reasonable instructions given by the Headteacher, premises Manager or other member of the school staff.

23. Alcohol is not allowed to be sold on the premises unless prior permission is given by the school and a licence obtained by the Hirer. Illegal drugs are not to be brought onto or consumed on the school premises.

24. There shall not be brought onto the premises anything of an inflammable, dangerous or noxious character.

25. Where the premises do not have a Public Entertainment Licence the Hirer shall be responsible for obtaining such a licence. Any fees for such licences are to be paid for by the Hirer.

26. The premises may not be used for games of chance, other than bingo, unless permission has been granted by the Governors in writing.

27. Smoking and vaping are not allowed on the school premises at any time.

28. Animals, other than Guide Dogs, are not permitted on the school premises without the prior written consent of the school.

29. The Hirer shall not make any alteration or addition to the premises and shall not affix any items to the premises.

Conditions of Hire Specific to the Sports Hall/Gymnasium

30. Outdoor footwear must not be worn in the sports hall/gymnasium. Non-marking footwear must be worn at all times.

31. No school games equipment may be used without permission. Any permitted use of sports or gymnasium equipment will be reliant upon an adult with recognised qualifications being personally in charge at all times of use.

32. The Hirer may bring their own equipment on to the premises at their own risk provided that it will not cause damage to the sports hall. The Governors reserve the right to inspect such equipment and to refuse to allow its use if, in the view of the Governors or the Head of PE, it constitutes a Health and Safety risk or a hazard to the fabric of the building.

33. Any costs incurred by the school in remedying any damage caused by the Hirer or by the use of their own equipment shall be recharged in full.

Conditions of Hire Specific to School Kitchens

34. The use of any kitchen equipment is prohibited without prior consent of the school. In the case of consent being given, a member of the school's kitchen staff shall be present during the hire of the facility to ensure that the equipment is used appropriately.

35. The use by the Hirer of any food stocks held by the school for the provision of a school meal service is not permitted.

36. The Hirer has received all necessary food safety training as required by law.

37. The kitchen premises shall be left in a clean and hygienic condition after the hire.

38. Any costs incurred by the school in remedying any damage caused by the Hirer or by the use of their own equipment shall be recharged in full.

Conditions of Hire Specific to Playing Fields during the Football/Rugby Season

39. The length of time booked for the use of a pitch must include preparation time, full playing time including breaks in play for half time and time to clear the facilities.

40. During the football season, the condition of each pitch will be carefully monitored [on a daily basis / other] by the [Headteacher / Head of PE / Grounds Staff] so as to determine as early as possible whether a pitch can continue to be played.

41. The school shall ensure that pitches are marked out for the appropriate sport for which the facilities are being used and that all equipment such as goal posts conform to health and safety standards. The school shall ensure that the grass is at a suitable length for the sporting activity to take place.

42. The decision to cancel the use of a pitch, and so a hire arrangement, rests with the [Headteacher / other] and that decision shall be final and cannot be changed irrespective of the view of any referee. The Hirer will abide by the decision of the [Headteacher / other] and shall not permit their members to use the facilities once a cancellation has been notified. Any unauthorised use shall result in the termination of the hire arrangement agreement permanently.

Conditions of Hire Specific to Swimming Pools

43. North Yorkshire Council's safety requirements must be strictly complied with as laid out in forms H3 and H4 (see Schools Finance Manual).

OFFICIAL – SENSITIVE

Indemnity and Insurance
44. North Yorkshire Council and the school disclaim liability for injury or damage to persons or property upon its premises (so far as they are legally able to do so).

45. The Hirer agrees to indemnify North Yorkshire Council, its employees and agents and the school against all actions, proceedings, claims, damages, awards or costs in respect of loss, damage, death or personal injury during the period of hire or before or after that time unless such death or injury occurs as a result of the negligence or breach of duty of North Yorkshire Council, the school or their agents or employees.

46. The Hirer must be covered by a public liability insurance policy with a minimum limit of indemnity of £5 million including damage to the premises and its contents. It shall be necessary to produce documentary evidence of the cover when booking.

47. The Governing Body may at its discretion waive this requirement where the Hirer is an individual or small informal group of individuals (not using the school buildings for commercial or business purposes) who **do not** fall within the following definition and are not able to obtain public liability insurance:

- Members of any club, association or society which operates by subscription or entry fee;
- Any charity or individual organisation, carrying on business with a view to profit.

48. North Yorkshire Council (Diocese or Trustees in the case of Voluntary Aided Schools) and the School shall maintain Public Liability insurance for third party injury and damage caused due to their negligence.

Advertising
49. No advertising shall be permitted without the prior written consent of the school.

Video Recording
50. No video recordings may be made unless prior permission has been obtained. The School must be satisfied that the proper approvals have been received by the Hirer from all of the appropriate authorities, organisations and companies before that permission can be granted.

Cancellation
51. The school reserves the right to cancel the booking at any time without notice and without assigning any reason, but will endeavour to give as much notice as possible. Neither North Yorkshire Council nor the school will be liable for the provision of alternative accommodation or be liable for any compensatory payment. In such circumstances, the school shall refund any monies paid in respect of the hire arrangement so cancelled but shall not be responsible for any loss or expenditure whatsoever in relation to the hire arrangement which the Hirer may have incurred or be liable to pay. The school reserves the right to refuse any application for hire as it may deem fit, or withdraw permission for any hire arrangement at any time.

52. If the facilities/equipment hired are not fully available for the duration of the booking or if the booked activity is prevented from taking place due to circumstances that were not informed to the Hirer prior to commencement of the hire arrangement, the school shall refund the monies paid for that booking.

53. If the Hirer, after the acceptance of a confirmed booking, cancels their booking 10 or more working days before the date of the booking, the full fee and deposit shall be refunded to the Hirer. If less than 10 working days' notice is given, only 50% of deposit shall be returned. If less than 5 working days' notice is given by the Hirer, there shall be no refund of the deposit. The school can, at their own discretion, overrule these in exceptional circumstances.

54. The applicant shall complete all relevant paperwork in a true and accurate way. False information may lead to an application being terminated.

AGREED by the School and the Hirer on the date set out in the Hire Arrangements Contract letter

……
Signed by [Headteacher / The Chair of Governors] of [insert name of School]

……
Signed by [insert Position]
Authorised signatory of [insert name of Organisation]

SAMPLE Hire Arrangements Checklist for Hirer

The checklist below is just an illustration. Adapt to suit your own Hire arrangements policy.

	Things to do	*√ when done*
1	Read through (i) the schedule of charges, (ii) the terms and conditions of use and (iii) the application form	
2	Complete the application form and sign two copies of the Terms and Conditions	
3	Send the application form and one copy of the signed Terms and Conditions to school to formally request a booking	
4	School notifies you that the booking is available or not and sends an invoice	
5	Complete risk assessment of activity (including DBS forms and ISA Registration if working with children) licences etc	
6	Send in risk assessment, DBS forms, copy of licences required, copy of insurance documents* and payment of invoice (*Where appropriate include proof of Public Liability insurance with a minimum Limit of Indemnity of £5 million)	
7	Attend induction into fire procedures	
8	Inform attendees of fire procedures and terms and conditions of use	

SAMPLE Hire Arrangements Contract for one off booking

[Insert Hirer's name and address]

Dear [insert name]

The Governing Body has approved your application for the use of the premises of the above named school on the [insert date] between the hours [insert start time] to [insert end time]. This use is for [insert nature / name of event].
The facilities which you have permission to use are:

- [list all accommodation including access to toilets, kitchen, first aid, reception, etc as appropriate]
- [list all equipment]

All other facilities and equipment are not to be used without prior permission.
These special arrangements apply [insert any special requirements relating to setting out the room, caretaking, cleaning, etc]

Your use of the premises will be subject to the terms and conditions of use already provided.

You will find enclosed with this letter an invoice for the hire of the premises. Payment terms are [insert details].

Yours faithfully

Headteacher on behalf of the Governing Body

OFFICIAL – SENSITIVE

SAMPLE Hire Arrangements Contract for block booking

[Insert Hirer's name and address]

Dear [insert name]

The Governing Body has approved your application for the use of the premises of the above named school on [insert day of the week] evening commencing [insert date] for [insert number of weeks] between the hours [insert start time] to [insert end time]. This use is for [insert nature / name of event].

The facilities which you have permission to use are:

- [list all accommodation including access to toilets, kitchen, first aid, reception, etc as appropriate]
- [list all equipment]

All other facilities and equipment are not to be used without prior permission.

These special arrangements apply [insert any special requirements relating to setting out the room, caretaking, cleaning, etc]

Your use of the premises will be subject to the terms and conditions of use already provided.

You will find enclosed with this letter an invoice for the hire of the premises. Payment terms are [insert details].

Yours faithfully

Headteacher on behalf of the Governing Bod

SAMPLE Hire Arrangements Checklist for School Staff

Hirer: _____

Procedure	Date	Initials
Governors have Hire Arrangements Policy in place		
Send hire arrangements pack to enquirer (pack to include schedule of charges, terms and conditions of use and application form etc)		
Completed application form and signed Terms and Conditions received by school		
Assess suitability of activity		
Intended use meets with the Hire Arrangements Policy		
Check availability of premises / equipment		
Hirer has necessary Liability insurance or fits the definition to be covered under the RPA's Hirer's Liability cover		
School completes draft risk assessment for activity and ensure all risks can be covered		
Check availability of caretaker and agree booking with them		
Calculate cost of hire		
Take up references (where appropriate)		
View copies of the Child Protection Policy, DBS checks and safe recruitment procedures (as appropriate) for all organisations providing services to children		
Book hire arrangement into diary with Hirer's name and contact number		
Send confirmation of booking and invoice		
Deposit / payment received		
See completed risk assessment for activity from Hirer and ensure all risks are covered		
Issue receipt for payment		
Induct lessee into fire procedures etc		
Re-check booking in diary, arrangements with caretaking staff and others where appropriate		
Check that payment appears on the school's bank account and record separately on the schools finance system		

Notes:

FORMS (see NYCC School Finance Manual)

H1	Application for Hire of Educational Premises of Grounds (including kitchens)
H2	Information and Instructions to Organisers of Events held on Council Property
H3	Application for Hire of School Swimming Pools
H4	Conditions of Hire of School Swimming Pools

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