

St Mary of the Angels Catholic Primary School



CHARGING & LETTINGS POLICY

**Version 8 adopted by the Governing Body
on 23rd November 2016**

Next Renewal Date: November 2017

Policy for Charging

POLICY FOR CHARGING IN THE LIGHT OF THE EDUCATION REFORM ACT 1988 (Circular 2/89)

1. Introduction

The legislation maintains the right to free school education. We as a school agree in principle to this.

Legislation requires that education should be free from charge if it:

- takes place in school sessions, ie. 9 am - 12 noon, 1.10 pm - 3.15 pm;
- is part of the National Curriculum or part of an agreed syllabus.

The only exceptions allowed are:

- Instrumental tuition (small groups or individual). (NB. There is no obligation for the Governing Body or LEA to provide individual instrumental tuition).

2. Definition of Charges

The legislation refers only to charges made by the LEA, the school, or the governing body for "*optional extras*" (see point 3) outside of school hours.

- Outside organisations, ie. a third party (see point 7v) may charge parents/pupils for activities, visits/services involving pupils from the school within school time. Parents would be under no obligation to receive these services but would be required to ask the school to grant their children leave of absence to join any activity requiring time away from school. Any teaching staff involved would have to be satisfied that any arrangements would secure the safety and welfare of the children.
- For curriculum visits, Parents may also be invited to make "voluntary contribution" to meet the cost of providing an activity/visit. (See point 6).

3. Optional Extras

Charges can be made for optional extras, i.e. activities which take place outside the school sessions. The participation of children in these "optional extras" depends solely on the basis of parental choice.

- If sufficient parents do not wish their children to participate in "optional activities", then the proposed activity need not take place.
- Before the optional activity can take place, parents must be asked, in advance, whether they agree to the activity and are willing to pay for it.
- Charges for individuals must not exceed the unit pupil cost of the activity.
- Charges will not include the cost of teachers at this school. Costs for specialised teachers teaching for the duration of the activity and not employed by the LEA or governors, can be included.

4. Definition of Education held partly within school hours

- **Activities at school**

Where an activity/visit takes place partly during school hours and partly out of school sessions, a 50% rule applies. If 50% or more of the time is spent on the activity/visit during school time (including any travelling time), the law does not allow any charge to be made, although a voluntary contribution can be requested. If 50% of the time is outside of school sessions, then a charge may be made as this is defined as an optional extra.

▪ **Residential Activities**

The Act requires that calculations for the charging of visits/activities be based on half days and the number of school sessions, ie. morning session/afternoon session.

If the number of school sessions is more than the number of half days spent on a residential visit, then no charge can be made, with the exception of board and lodgings and specialised tuition, (see point 4)

Example 1

A residential visit in term time for 5 days (Wednesday to Sunday)	Wednesday	= 2 sessions
	Thursday	= 2 sessions
	Friday	= 2 sessions
		= 6 sessions TOTAL
	Saturday	= 2 half days
	Sunday	= 2 half days
		= 4 half days TOTAL

THERE CAN BE NO CHARGE FOR THIS VISIT (with the exception of Board and Lodging)

Example 2

A residential visit in term time for 3 days (Friday to Sunday)	Friday	= 2 sessions
		= 2 sessions TOTAL
	Saturday	= 2 half days
	Sunday	= 2 half days
		= 4 half days TOTAL

THERE CAN BE A CHARGE FOR THIS VISIT

5. Remission of Charges

This school will not charge the parents of any pupil whose parents have informed the school that they are receiving free school meals – updated lists are sent to school by the benefits dept. Evidence of such will be verified by the Head Teacher or his/her representative. In cases of hardship, any parent of pupils will also be exempted from all or part of any charges at the discretion of the headteacher and/or governors for all of the following:

- a) Board and Lodging on Residential Visits.
- b) Tuition costs of having individual tuition for a musical instrument in school sessions.
- c) Activities or trips that take place partially or wholly out of school hours.

Should there be any wanton damage caused by identifiable pupils, charges will be made.

6. Voluntary Contributions

The Act does not prohibit the school or LEA from seeking voluntary contributions for the benefit of the school or in respect of any school activity, whether during or outside of school hours, residential or non-residential.

It must be made clear that any contributions should be genuinely voluntary, that there is no obligation to contribute and that registered pupils will not be treated differently, according to whether their parents have made a voluntary contribution or not.

If an activity cannot be funded without voluntary contributions, then this must be made clear at the outset. It should also be made clear that the activity/visit would not take place if parents were reluctant to support it. The act states that there is no restriction placed upon the use which can be made of such contributions or the level of contribution.

A draft letter might be worded as follows:

Dear Parents

We are proposing to take children from Class X to the theatre on (date). Whilst we would like to fund this visit ourselves, we do not have the resources to meet the total cost. Therefore, before the visit can take place, £90 must be raised to cover transport and admission for the 30 children in the class. This is an average of £3 per child.

Would you please indicate on the return slip below whether or not you would be willing to make a contribution of £3? I would like to assure you that if the visit takes place, no child will be prevented from going on the grounds that no contribution has been made.

If, however, there is insufficient support for the proposed visit then, reluctantly, we shall have to cancel our provisional booking.

We shall notify you shortly if there is sufficient interest from parents for this proposed visit.

Yours sincerely

*Ms Smith
Class Teacher*

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To be returned to Ms Smith before (date)

*I *am willing/not willing (delete as appropriate) to make a voluntary contribution of £x for the proposed theatre visit on (date)*

*Signed.....
Child's Name*

7. **Summary**

- i. Should there be any wanton damage caused by identifiable pupils, charges will be made.
- ii. If the Governing body so choose, charges can be made for most individual (one-to-one) and small group instrumental tuition.
- iii. Charges will be remitted for parents on family income support, family credit or unemployment benefit. In cases of hardship, any parents of pupils will also be exempted from all or part of any charges, at the discretion of the headteacher and/or governors.
- iv. Where the school does not have the resources to provide activities/visits/services for the children, then parents will be asked to make voluntary contributions towards part or all of the cost of the activity/visit, etc.
- v. Third parties, ie. school photographer, school book club, etc. may make a charge, provided parents of children are not under any obligation to receive the service/product, etc.

St Mary of the Angels Catholic Primary School Lettings Policy

For the purpose of this document, the Governing body acts on the behalf of the Diocese of Shrewsbury, who own the footprint of the building, and Cheshire West and Chester, who own the grounds surrounding the school.

The Governing Body regards the school buildings and grounds as a community asset and will make every reasonable effort to enable them to be used as much as possible. However, the overriding aim of the Governing Body is to support the school in providing the best possible education for its pupils, and any lettings of the premises to outside organisations will be considered with this in mind.

A letting may be defined as

“ Any use of the school buildings and grounds by parties other than the school and its partners. This may be a community group, such as a local music group or football team, or a commercial organisation, such as the local branch of Weight watchers”.

Some activities (listed below) fall within the corporate life of the school and these are not considered to be lettings. The costs arising from these are therefore a legitimate charge against the school delegated budget.

- Governing Body meetings
- Family learning sessions
- Meeting of PTA
- Services and meetings provided by partner organisations; such as drop in centres & police surgeries.
- Extra curricular activities for pupils organised by school
- School performance
- PTA /school fundraising event
- Parents meetings
- Diocesan meetings
- Cluster meetings

The Governing body has agreed to define lettings under the following categories:

- School lettings for pupils or their parents/cares which provides educational benefit to pupils, which the school has agreed to subsidise.
- Community lettings for other community activities which should be made on the basis of full cost recovery
- Commercial lettings will be charged on a cost plus an income margin for the school.

For the purpose of charging, the Head teacher, on behalf of the Governing body, is empowered to determine to which group any particular individual or organisation belongs. They are also able to offer discounts or agree a subsidy of any lettings, as they deem appropriate. The basis of charging will be determined by the purpose for which the letting is arranged.

All requests for lettings should be made in writing, on a lettings form provided by school and clearly state the purpose of the letting.

The Governing Body reserves the right to cancel a letting in the event of the school being required for use as a Polling station, a Parliamentary or Local Government election, Parents evening or Open evening, in which case the hirer shall be entitled to a refund of any deposit already paid.

The hire charge is to be paid upon issue of an invoice. Cheques must be made payable to Cheshire West and Chester.

All fees will be in line with an agreed tariffs which are reviewed annually. The Governing Body and Headteacher reserve the right to waiver or reduce hire charges for link schools, diocesan meetings, voluntary groups and other cluster meetings from which the school and its staff or pupils will benefit.

CONDITIONS OF HIRE OF THE PREMISES

1. Applications for the hire of accommodation at the premises must be made in writing on the attached form. The person whose signature is appended to the form shall be considered to be the hirer. Where a promoting organisation is named in the application for hire, that organisation and its members shall be jointly and severally liable with the person who signs the form.
2. The Headteacher on behalf of the Governors reserves the right to refuse any application to hire the premises without stating reasons for doing so.
3. The fees for hiring the premises shall be those stated in the Hire Agreement and shall be paid in full upon submitting the application form, except where, prior to its submission; alternative arrangements are made for the payments of fees.
4. Where the accommodation hired forms part of the premises, access shall be restricted to those rooms forming the hired area, and the hirer shall be liable to pay such additional fees as the Governors may prescribe if without consent a larger area is used.
5. Access to the hired premises shall be restricted to the hours stated in the Hire Agreement, (i.e. the hirer shall not have access prior to the stated time) and the hirer shall be liable to pay such additional fees as the Governors may prescribe, if the hired premises are used by the hirer outside the agreed times.
6. The hirer shall not use the hired premises for any purpose for which any licence is necessary unless such a licence is in force in respect of the premises and the hirer shall strictly observe the conditions of any licence granted. No application for any licence shall be made without the consent of the Governors.
7. Intoxicating liquor is not permitted to be sold to the public or supplied on educational premises without the express consent of the School Governors, which the Governors will not be obliged to give or give reasons for refusal. Details of the license for the sale to the public of intoxicating liquor will need to be available for inspection.
8. No bolts, nails, tacks, pins or other like objects shall be driven into any part of the hired premises nor shall any placards or other article be affixed thereto.
9. The hirer shall be liable for all damage caused to the premises arising out of the hiring and shall indemnify the Governors against all loss, whether direct or indirect, arising therefrom.
10. The Governors accept no liability for damage to or loss of the possessions of the hirer or any person resorting to the hired premises howsoever arising.
11. The hirer shall not allow any animal to enter the hired premises.
12. The hirer during the period of the hire shall take all reasonable steps to ensure that no noise which may constitute a nuisance to neighbouring occupier is created.
13. The Governors reserve the right to enter into the hired premises at any time during the period of hire.
14. The hirer shall at the expiration of the hiring leave the premises in a clean and orderly state. Any additional cleaning costs must be met by the hirer.
15. The Hire Agreement does not include the use of school equipment.
16. The hirer shall be liable for and shall indemnify the Governors in respect of any loss, damage or injury which may be incurred by or be done or happen to the hirer or any person or persons in its employ or any of his sub-contractors or by or to any other persons resorting to the hired premises by reason of the use of the premises by the hirer.
17. The hirer shall not sub-let the hired premises.

18. The hirer warrants to the Governors that it has appropriate insurance cover in respect of its liabilities herein contained. The School will not be responsible for any injury to persons or damage to property arising out of the hiring of the premises unless such injury or damage results from the negligence or breach of statutory duty on the part of the School.
19. Public Safety
 - a) The hirer will be informed of the emergency arrangements and will be responsible for passing this information on to all persons involved as part of this hiring agreement.
 - b) The Hirer shall be responsible for the prevention of overcrowding such as would endanger public safety and for keeping clear all gangways, passages and fire exits.
 - c) The Hirer shall be responsible for providing adequate supervision to maintain order and good conduct.
20. First Aid.

The Governors take no responsibility for First Aid provision. Hirers are recommended to provide their own First Aid cover at events.
21. Smoking

Smoking is not permitted on the school premises or within the school grounds under any circumstances.
22. Telephones

There is no access to a public telephone.
23. No Tenancy

Nothing in this agreement shall create a tenancy.

SHREWSBURY DIOCESAN TRUSTEES
SCHOOL PREMISES HIRE AGREEMENT
St Mary of the Angels Catholic Primary School

The Governing Body: St Mary of the Angels Catholic Primary School at Rossall Grove, Little Sutton, Ellesmere Port, Cheshire, CH66 1NN

1. The Hirer:
of

contact name and Tel:
2. The Premises:
Community Room, St Mary of the Angels Catholic Primary School
3. Date of Hire:
4. Period of Hire – room required from: _____ am/pm to _____ am/pm
5. Fee: £ _____
6. Use of Premises (please complete)

The Governing Body hire the premises to the Hirer on the date and for the period mentioned above in consideration to the fee referred to.

The Hirer accepts all the conditions of the hire referred to in the attached conditions.

The Hirers attention is specifically drawn to the indemnities contained in the hire conditions and the need to obtain suitable insurance cover for any loss, damage or injury.

7. Declaration by the Hirer:
 - i. I am over 18 years of age.
 - ii. I have read the Conditions of Hire and agree to abide by them.
 - iii. I confirm that insurance arrangements are in place in accordance with clause 19 of the Conditions of Hire.
 - iv. I confirm that all licences that may be required for the activities during the hire period have been obtained/have been applied for /will be applied for before the date of first applicable use.
 - v. I agree to indemnify the School for any loss arising out of a breach of this agreement.

Signed on behalf of the Governing Body

Signed on behalf of the Hirer

NB. 2 copies of this form should be completed, signed and sent by the Hirer to the Headteacher of the School at the above address with the application form and a cheque for the fee.

**St. Mary of the Angels Catholic Primary School
Hiring Application Form**

This form is to be completed by the person responsible, on behalf of the hirers. It is understood that this person will be responsible for the payment of all charges relating to this booking and will ensure that all aspects of our Lettings policy are adhered to at all times.

Name of Organisation / Club Affiliated to (if appropriate)	
Name of Hirer	
Address (including post code)	
Telephone Number	
Facilities required	
Proposed use of facilities	
Number of people using facilities	
Equipment required	
Day, date and time required	
Name of Insurance Company	
Personal Accident Insurance Policy No.	
Tea / Coffee required? (please discuss requirements)	Yes / No
Lunch / Buffet (please discuss requirements)	Yes / No

I agree to abide by the conditions laid down by the Governing Body and Cheshire West and Chester in relation to the letting of facilities at St Mary of the Angels Catholic Primary School.

Hirer's Signature:..... **Print Name:**.....

Letting accepted by:.....**(Print Name) Date:**

Signed:..... **Position:**.....

For Office Use Only:

Detail of Letting entered in School Diary	
Correct personnel notified	
Copy of letting sent to hirer	
Invoice No	
Invoice forwarded to hirer	
Payment received	

Administration of the letting

The Administrative Process

Organisations seeking to hire the School premises should approach the Head Teacher or Business Manager, who will identify their requirements and clarify the facilities available. An ***Initial application Form, the terms and conditions and a list of current charges*** will be issued. All forms should be completed and returned to the school. If the Application is accepted, a signed copy of the hire agreement and an invoice will be returned to the hirer. Once accepted, a sequentially numbered invoice will be issued to the hirer and will be due for payment immediately. The room hire will not be permitted unless full payment has been received. Payment for room hire for other CWAC services can be arranged using J Bills, by prior arrangement only. Income and expenditure associated with lettings will be regularly monitored to ensure that at least a "break even" situation is being achieved. Payment will be due on receipt of the invoice.

Catering can be arranged, at an additional cost, requirements should be identified on the original application form.

No letting should be regarded as "booked" until approval has been given in writing. No public announcement of any activity or function taking place should be made by the organisation concerned until the booking has been formally confirmed.

The hirer should be a named individual and the agreement should be in their name, giving their permanent private address. This avoids any slight risk that the letting might be held to be a business tenancy, which would give the hirer security of tenure.

Charges for a Letting

The Governing Body is responsible for setting charges for the letting of the School premises, and the Governing body has chosen to adopt Cheshire West and Chesters suggested charges for the current year. The charge levied includes the following elements:

- 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);
- Profit element (if appropriate).

Charges will be agreed with the hirers in advance of the hire taking place.

CWAC recommended Charges 2016/2017

	Adult & Community learning	Community Use	Commercial use
Type of Premises	£hr	£hr	£hr
Hall	14.73	29.45	44.20
Classroom	9.20	18.40	27.60
Subsequent Classrooms	2.13	4.25	6.40
Sunday/Bank Holiday on cost	2.15	4.30	6.45
SPORTS		6.60	
Netball - £per game			
Football/rugby/ hockey/cricket – £per game			
Weekend-		48.05	
Weekday-		36.30	
<u>Council election charges</u>			
The recommended charges for elections have now been removed. Schools maintained by the LA are obliged to provide a 'free of charge' room. Additional caretaking costs will be reimbursed.			

For the purpose of charging, the Head teacher, on behalf of the Governing body, is empowered to determine to which group any particular individual or organisation belongs. They are also able to offer discounts or agree a subsidy of any lettings, as they deem appropriate. The basis of charging will be determined by the purpose for which the letting is arranged.

St Mary of the Angels Catholic Primary School

Lettings Invoice (SAMPLE)

St Mary of the Angels Catholic Primary School

Rossall Grove, Little Sutton, Ellesmere Port, Cheshire, CH66 1NN
Tel. 0151 338 2430; Fax 0151 348 1340

Invoice Address:

DATE:
INVOICE

VAT reg No 945 1011 54

QTY	DESCRIPTION	UNIT PRICE	TOTAL
			£0.00
		Subtotal	£0.00
		VAT rate	0.00%
		VAT	£0.00
		Total	£0.00

Please make all cheques payable to Cheshire West and Chester Council

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Remittance: Please return with payment

Invoice No:	INVOICE	DATE:
Amount	£0.00	
From:		

Office use only:	
Date received:	
date paid to bank:	
Receipt number:	

