



Springcroft Primary School

Charges and Remissions Policy

Date Adopted: September 2024
Author/owner: Springcroft Primary School
Anticipated Review: Autumn Term 2025

Approved	Signature	Date

Our Mission Statement:

The place to learn, the place to succeed, the place to make friends, the place to grow.

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CONDITIONS OF USE

School premises are provided essentially for educational purposes and must not be let in such a manner as to prejudice their use for this purpose.

Applications

All correspondence and applications for the hire must be made directly to Springcroft Primary School. All applications are subject to approval by the Governing Body of the Springcroft Primary School, but subject to any direction given to them by the Local Authority. Successful applicants are required to complete a Hire Arrangement (see appendix 1).

Hirer

The hirer must be over 18 years of age and will be the person who signs the application form for the proposed hiring. This person will be responsible for the payment of the fees payable in respect of the hire and ensure all conditions and stipulations contained in the hire agreement are adhered to.

Fees and charges

The hire fee of £10 per hour will be paid in full upon signing the Hire Agreement together with any returnable deposit (£50) required by the Governing Body.

Duration of the Letting

The Governors shall determine in advance the duration of a letting.

Cancelling of hiring by Governing Body

The Governing Body reserves the right to refuse any application without stating reasons for so doing.

The right is reserved to cancel any hiring, without notice, where the Governing Body considers it necessary for any cause outside their control.

Cancellation or postponement by Hirer

Hirers will be allowed to cancel or postpone such bookings. Refunds or fees payable are at the discretion of the Governing Body.

Hired Area

Access is strictly restricted to the hired area and any toilet facilities, entrances, exits and corridors as directed by the Governing Body.

The Local Authority and Governing Body reserve to themselves, and their officials, the right to enter the hired area at all times on producing evidence of their identity.

Variation of Conditions

There shall be no variation to the conditions of hire without the express consent of the Governing Body.

Public Entertainment and other Licenses

The promoters of entertainment and functions to which the public are admitted on payment will be responsible for completing, to the satisfaction of the Governing Body, all formalities in connection with the use of the premises for that purpose.

Where the Chief Fire Officer or Licensing Authority require additional facilities for the purpose of a letting (such as "Exit" sign and emergency lighting) which are not already installed, it will be the responsibility of the hirer to provide the facilities of an approved type and method of installation.

Payment for admission will include admission by ticket, programme or by any other method by which the making of a payment entitles a person to admission.

No entertainment or function to which the public are admitted will be allowed unless the premises are licensed for the purpose under the bye-laws of the Local Authority in whose area the premises are situated and all necessary regulations against fire are complied with.

The hirer will be responsible during the function or entertainment for which the premises are hired for ensuring:

- a) All safety requirements and recommendations of any licensing authority are complied with;
- b) Any limitation on the number of persons admitted imposed by any licensing authority or the Governing Body are complied with;
- c) Suitably qualified persons are employed to be responsible for the supervision of the premises and the conduct of those attending so as to avoid personal danger, and damage to the premises.

Insurance

The Hirer agrees and undertakes with Springcroft Primary School to indemnify and keep the School indemnified from and against all actions proceedings costs claims and demands by third parties in respect of any damage or liability caused by or arising from the use or occupation of the School Premises by the Hirer.

Appendix 1: Hire Arrangement



Hire Agreement – School Premises

School/Premises: Springcroft Primary School

Headteacher: Mr Stephen Drew

Hirer: _____

Purpose of Hire: _____

Date(s) of Hire: _____

Hiring Fee: _____

Type of letting: Type A Type B Type C

This agreement is between the above-named School and the above-named Hirer for the purpose stated under the following conditions:

1. General

1.1 The Headteacher and the School Governors are responsible for approving the hiring of Springcroft Primary School premises ('the Hire') and applications in the first instance should be made to the Headteacher.

1.2 The Hirer – The person signing the application will be deemed to be the Hirer and will be responsible for ensuring compliance with these conditions.

1.3 Charges – The hire fee of £10 per hour will be paid in full upon signing the Hire Agreement together with any returnable deposit (£50) required by the Governing Body. Hirers will be informed, at the time the application is approved, of the total charge for the use of the facilities. Payment must be made within 28 days of receipt of invoice. If there is damage or the Site Supervisor is required to work longer than expected after the letting, the Hirer will promptly pay any subsequent account rendered by the school.

1.4 Site Supervisor – The Site Supervisor is normally expected to prepare for a letting and, where the school requires, being in attendance throughout the course of a letting. Class A letting means the Site Supervisor is in attendance throughout; Class B letting involves attendance by the Site Supervisor at the beginning and end of the letting only; Class C letting means that no attendance of Springcroft Primary School staff is required throughout the duration of the Hire.

1.5 If the School is required for urgent official or academic reasons the School reserve the right to cancel the Hire. Should this occur the Hirer will be reimbursed with the Hiring Fee.

1.6 No alterations must be made to the school structure, fixtures or fittings. Notices must only be fixed to notice boards provided. School furniture (other than chairs for use in halls) shall not be moved except by arrangement. The hirer must do everything reasonable to avoid loss, damage or breakage to the School's property whilst the School's premises are under the hirer's control. Any loss, damage or breakage must be reported as soon as practicable to the Headteacher. The Governing Body will be entitled to charge the hirer for any such loss, damage or breakage on terms to be approved by the school.

1.7 Suitable footwear must be worn so as not to damage the School floors. Nothing must be put on the floors that will change the properties of the floor.

1.8 Members of the public must not be admitted to the school premises after 10pm.

1.9 Alcoholic beverages must not be sold or consumed on the premises unless the Headteacher has given specific approval. Should such approval be given the Hirer must obtain the necessary license, which must be produced, to the Headteacher prior to the Hire.

1.10 The Hirer must comply with the smoke free legislation, which came into effect on 1 July 2007. Failure to comply may result in a fine for both the hirer and the school. Smoking is not allowed anywhere on the School premises.

1.11 Occupancy limits must not be exceeded, to be discussed at time of hiring.

2. Hirer's Responsibilities

2.1 The Hirer must produce event documentation to include a risk assessment and an emergency action plan of the Hire. This documentation must include details of health and safety issues relating to the nature of the hire including arrangements for first aid, supervision, communication, crowd control, use of equipment, traffic management and emergency procedures, appropriate to the nature of the hire. The Hirer undertakes to follow any recommendations arising out of such Risk Assessment prior to the Hire. Further guidance on risk assessments is available from the HSE website. <http://www.hse.gov.uk/>

2.2 The School reserves the right to undertake regular checks of the Hire of the Premises by the Hirer and any recommendations made by the School following such checks will be undertaken without delay by the Hirer. Failure to comply may result in termination of the hire arrangements.

2.3 If the Hirer wishes to cancel the Hire it must be notified in writing to the Headteacher at least one week before the Hire is due. In the event of the Hirer failing to give such notice the Hiring Fee will be non-returnable. Any preparation work carried out for the Hirer will be paid for by the Hirer.

2.4 The Hirer must be in attendance at all times and must provide and exercise adequate supervision throughout the Hire to prevent:

- a) Damage to buildings, grounds, fixtures, fittings and equipment; and/or
- b) Excessive noise and/or nuisance to local inhabitants.

- c) Ensure that provisions for safety including recommendations identified through risk assessment are carried out.

The Hirer will meet the cost of making good any damage caused.

2.5 Adequate insurance will be affected by the Hirer to cover the liability in respect of the Hire. In respect of public liability insurance cover the Hirer shall affect a policy with a minimum indemnity limit of £5,000,000 in respect of any one incident.

2.6 The Hirer will provide the School with copies of the necessary insurances on request.

2.7 In the event of any injury, damage or loss being sustained, suffered or incurred by the Hirer or any other person. The Hirer shall accept full responsibility and shall indemnify the School from all costs. Including claims, demands and expenses arising therefrom save where any injury, damage or loss or to any claim arising therefrom was caused by the negligence of the School, or any servant or representative of the School, in which circumstances, the School will indemnify the Hirer from all costs, claims, demands and expenses arising there from.

2.8 In the event of any damage done to or loss of property suffered or incurred by the Hirer the Hirer shall accept full responsibility therefor and shall indemnify the School from all costs, claims, demands and expenses arising therefrom save where any damage or loss or to any claim arising therefrom was caused by the negligence of the School or any servant or representative of the School in which circumstances the School will indemnify the Hirer from all costs, claims, demands and expenses arising therefrom.

2.9 The School will not be responsible for the safety of any goods or articles of any kind that may be brought into or left on the Premises by the Hirer and/or any of his servants or representatives while on the Premises for the purposes of the Hire.

2.10 The School reserves the right to forthwith cancel the agreement if, in the opinion of the School, damage may be caused to the Premises; or if by flood, tempest, storm, fire or other cause beyond the School's control the Premises shall be rendered unfit for use; or if the School considers it necessary to close the Premises for the purpose of executing urgent repairs or alterations; or if, in the opinion of the School, it is in the public interest that the Premises should be closed for any reason.

2.11 The Hirer is responsible for providing a person/persons who is capable of administering First Aid. The Hirer is also responsible for ensuring that himself, his appointed representative and the person/s responsible for administering First Aid are aware of the location of First Aid facilities and an outside telephone. First Aid facilities (e.g. First Aid box) must be provided by the hirer.

2.12 The Hirer or his appointed representative is responsible for reporting any accidents on the school's official accident report form, (HS2 Health and Safety Incident Report) and notifying the Headteacher / Site Supervisor as instructed. Copies of the necessary accident report forms shall be made available to the Hirer as necessary. Where appropriate, the school will provide a copy of the Incident Report form to Staffordshire County Council's Health, Safety and Wellbeing Service for necessary review and investigation.

2.13 The Premises must be left clean and tidy after use. The cost of any additional cleaning found to be necessary will be met by the Hirer.

2.14 Public performances, entertainment, performance of music, singing or dancing to which members of the public are admitted are not permitted unless prior permission has been obtained from the Headteacher who will determine that the School premises are adequately licensed for those purposes.

2.15 No copyright work will be performed without the license of the owner of the copyright and the payment of any appropriate fees. The hirer will comply with all the provisions of the Copyright, Designs and Patents Act 1988. If the hirer fails to do so any permission previously granted by the Governing Body to use the school premises will be immediately cancelled and the Governing Body will have the right to recover fees, charges or any other payments referred to in these Regulations. The hirer will indemnify the Governing Body from and against all actions, proceedings, costs, claims or demands whatsoever, arising out of the performance of Copyright Works on school premises. The hirer will, immediately after any performance or function at which music has been performed or songs sung, complete, sign and return to the Performing Right Society a Performing Right Society Limited form obtainable from the Performing Right Society Limited, 29-33 Berners Street London W1P 4AA. If it is proposed to play a copyright record or tape in public, application for a license so to do must be made to Phonographic Performance Ltd, 103 James Street, London W1R 3HG Evidence that the necessary licenses have been obtained must be supplied to the Governing Body one month before the letting.

2.16 No gaming is allowed except in accordance with the conditions of the Gaming Act 1968, Section 41 when gaming is carried on at an entertainment promoted for raising money to be applied for purposes other than private gain. A copy of these conditions is open for inspection in the Local Magistrates Court during the normal hours of business and the hirer will be deemed to have knowledge of the contents thereof whether or not they have availed themselves of the opportunity of inspection.

2.17 The hirer is responsible for any waste generated by the activity of the hire and must dispose of it appropriately.

3. Security and Safeguarding of Children and Young People

3.1 Schools follow best practice in implementing a child protection policy including Disclosure and Barring Service (DBS) checks of adults who work with children in school. Therefore, any organisation hiring school premises, if working with children and young people, will be expected to provide written evidence that they also have a child protection policy and that adequate arrangements are in place to protect children and young people.

3.2 If the organisation does not have these measures in place, the School may decline to enter into a Hire Agreement.

4. Fire Precautions

4.1 The Hirer should be provided with a copy of the schools Emergency Evacuation Plan.

4.2 The Hirer must be in attendance at the scene of the activity during the whole time that the premises are open to the public and during this time an adequate number of competent

attendants shall be on duty. The Hirer or his appointed representative shall not be engaged in any duty that will prevent his overall supervision of the Hire.

4.3 The Hirer must ascertain and comply with any special fire precautions or requirements contained in music, singing and dancing, theatres, or any other licences appropriate to the intended use of the premises. A fire risk assessment must be completed to cover all activities that will take place for the duration of the hire to satisfy the requirements of current fire safety legislation. This must be made available to the responsible person of the building. The use of pyrotechnics and special effects are not permitted without express permission of the Headteacher, and are subject to specific risk assessment. Fire authority approval may also be necessary.

4.4 Seating, gangways and passages shall be provided as approved by the responsible person acting on behalf of the School.

4.5 All gangways, corridors, fire escape routes and external passageways intended for entrance and exit shall be kept entirely free from obstruction.

4.6 All exit doors must be accessible during the whole time the public are on the premises.

4.7 The Hirer must familiarise themselves with the position of a telephone for summoning assistance, fire alarm system, escape routes, operation of any door opening devices, the location of the assembly point and firefighting equipment. Firefighting equipment should only be used in life threatening situations and should only be used by trained people. A nominated person should be responsible for using the firefighting equipment, if necessary. The responsible person for the site should be consulted on any additional equipment necessary where stage performances or exhibitions are intended.

5. Materials

5.1 Mats or other floor coverings shall be secured to prevent rucking, and any drapes over the exit doors shall be hung to prevent them trailing on the floor or obstructing the exits.

5.2 Flammable materials are not to be used for the decoration of the premises unless such materials have been rendered flame retardant and are maintained as such. No naked flames can be used (e.g. candles, tealights etc.)

5.3 No hazardous substance/s shall be brought onto school premises unless the Control of Substances Hazardous to Health Regulations have been complied with in terms of material safety data sheets, COSHH risk assessment, and necessary controls and training are in place and must be agreed by the Headteacher.

5.4 No hazardous substances can be stored at the school by the Hirer. Only sufficient quantities required for the activity should be brought to the site and all hazardous materials should be removed at the end of the activity (including any waste.)

6. Temporary Electrical Installations

6.1 Any temporary electrical installation must only be carried out by a qualified electrician and must comply with the applicable recommendations and requirements of the following:

- a) The Institution of Electrical Engineers Regulations for the electrical equipment of buildings – current edition and amendments;
- b) The British Standard Specification and Codes of Practice – current edition and amendments; or
- c) The Electrical Supply Regulations – current edition and amendments.

6.2 All temporary installations shall be disconnected from the permanent installation immediately after the completion of the Hire.

6.3 All portable electric items must have been PAT tested within the last 12 months and a visual inspection should be carried out before use.

7. Additional Requirements for the Hiring of External School Premises

7.1 The Hirer must consult the Headteacher if there is any doubt about the condition of the ground. In the event of the ground being deemed unfit for use immediately before the Hire is to take place, the hire charge will be refunded.

7.2 The Hirer must ensure adequate supervision is exercised over everyone taking part in the Hire including spectators. Casual spectators not included in the Hire must not be admitted. Participants must have reasonable fitness to allow them to undertake the activity safely.

7.3 Stakes or similar must not be driven into the ground unless specific permission has been given.

7.4 Vehicles must not be driven over or parked on the playground unless prior permission has been obtained, weight restrictions assessed and all precautions have been taken to separate pedestrian and vehicular traffic. A limit of vehicles will be placed on any external Hire, to be discussed at the time of hiring. Access and exits must be monitored by the Hirer and/or his representative at all times to ensure safety of pedestrians and vehicular traffic. The parking of vehicles on the school's property on the condition that persons bringing vehicles on to the premises do so at their own risk and that they accept responsibility for any damage to the school's property or injury to any person whether connected with the establishment or not, caused by vehicles or their presence on the school's premises.

7.5 Unless prior permission has been obtained, bonfires are not permitted. The use of pyrotechnics/ fireworks is not permitted without express permission of the Headteacher, and is subject to a specific risk assessment. Pyrotechnic/ firework displays should be undertaken by competent specialists and fireworks should be sourced from reputable suppliers. Fire authority approval may also be necessary.

7.6 Playgrounds must be left in a clean, tidy and safe condition. Any hiring of a playing field may be cancelled without notice if weather conditions or the state of the ground make it likely that unreasonable damage may result from use. Suitable footwear must be worn.

7.7 Any loudspeakers must be operated at moderate volume so as not to cause a nuisance.

7.8 In relation to car boot sales or similar, the Hirer should take all reasonable steps to ensure that items sold on the School Premises are legal and appropriate for the Premises. It is the Hirer's responsibility to ensure that the name of the School is not brought into disrepute by the sale of illegal or inappropriate items. The Hirer should refer to the Headteacher for guidance on such items.

8. Additional Conditions Governing the Letting of the School Kitchen

8.1 Where the kitchen is used, the Cook or another member of the School Meals Staff must be in attendance throughout the letting except when only tea/coffee is made and no cooking is involved. Hirers who wish to use the school kitchen without a member of the School Meals Staff present should approach the school when the letting application is made.

8.2 If boilers, cooking ranges or hot cupboards are used, the member of the School Meals Staff present during the letting must be responsible for their use.

8.3 Hirers will normally be expected to provide their own cutlery, crockery and condiments.

8.4 All equipment and sinks must be left clean and tidy after use.

8.5 No children under the age of 16 are to be allowed in the School Kitchen.

9. After the Hire

9.1 On completion of the Hire the Hirer must carry out an inspection of the Premises to ensure that:

- a) all windows and doors are closed and secured;
- b) the premises have been left clean, tidy and safe; and
- c) there are no signs of a fire.

10. Termination

10.1 In the case of regular Hires, each party reserve the right to terminate this Agreement giving the other party one month's notice in writing.

10.2 In the event of a breach of the terms of this Agreement by the Hirer concerning public safety including any failure to implement the recommendations of the Risk Assessment of the Hire, the School may terminate this Agreement with immediate effect.

10.3 The School's decision to terminate under Clauses 10.1 or 10.2 shall not give rise to any claims for damages or otherwise by the Hirer.

11. Indemnity

11.1 The Hirer agrees and undertakes with the School to indemnify and keep the School indemnified from and against all actions proceedings costs claims and demands by third

parties in respect of any damage or liability caused by or arising from the use or occupation of the School Premises by the Hirer.

11.2 The hirer will be required to indemnify the School against any liability at law in respect of any accident involving death or bodily injury to any person or damage-to or loss of any property real or personal and happening consequent upon or in connection with the use of the premises unless due to the negligence / default of the Governing Body, its Servants or its Agents. The Authority has a special insurance policy which will provide cover for the hirer in certain cases. Where the hirer is a political organisation, a professional entertainment promoter, or uses the premises on a commercial / business basis or is unable to satisfy the requirements of the Third-Party Hirer's Policy then they will be required to obtain separate third party insurance cover.

In the event of difficulty during the Hire please contact:

Headteacher:

Site Supervisor:

Please sign below to indicate you have read and accepted the above terms and conditions of the Agreement.

HIRER

Signed:.....

Date:.....

Contact Name:.....

Contact Address:

.....

.....

Contact Telephone:

SCHOOL

Authorised Signature:

Name: Date: