



# Springcroft Primary School

## Charges and Remissions Policy

Date Adopted: September 2025  
Author/owner: Springcroft Primary School  
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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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**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. .... 16**

**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. .... 18**

## Statement of intent

Springcroft Primary School is committed to ensuring equal opportunities for all pupils, regardless of financial circumstances, and have created this policy to ensure we adhere to legal requirements regarding charging for school activities and meet all statutory guidance provided by the DfE.

The school will ensure that this policy is published on its website and provides the school community with details of activities for which the school will charge parents, and the circumstances in which they will waive any charge parents would otherwise expect to pay.

## Legal framework

This policy has due regard to all relevant legislation and statutory guidance including, but not limited to, the following:

- DfE (2024) 'Maintained schools governance guide'
- DfE (2024) 'What maintained schools must or should publish online'
- Education Act 1996
- Children Act 1989
- The Charges for Music Tuition (England) Regulations 2007
- The Education (Prescribed Public Examinations) (England) Regulations 2010
- Freedom of Information Act 2000
- DfE (2018) 'Charging for school activities'

This policy operates in conjunction with the following school policies:

- Anti-Fraud and Corruption Policy
- Complaints Procedures Policy
- Data Protection Policy
- Debt Recovery Policy
- Freedom of Information Policy
- Freedom of Information Publication Scheme
- Finance Policy

## Definitions

For the purposes of this policy the following definitions will be used:

**Charge:** a fee payable for specifically defined activities.

**Remission:** the cancellation of a charge, partly or wholly, which would normally be payable

### Roles and responsibilities

The governing board will be responsible for:

- The management of the school's delegated finances
- Ensuring the school acts in accordance with this policy at all times.
- Ensuring money is spent for the educational benefit of pupils attending the school, and for the benefit of pupils in other schools.
- Recognising its legal requirements regarding charging for school activities under the Education Act 1996 and meeting all additional guidance provided by the DfE.

The Headteacher will be responsible for:

- Prioritising and allocating financial resources appropriately, ensuring efficiency, effectiveness and probity in the use of public funds.
- Informing parents on low incomes and in receipt of specific benefits of the support available to them when being asked for contributions towards the cost of school visits.
- Liaising with parents and staff regarding any charges being applied and making decisions regarding appropriate remissions on a case-by-case basis.

The school office will:

- Process and record payments for activities, taking into account any remissions applied.
- Ensure that the correct invoices are sent to parents, and that payment is received.

### Charging for education

The school will not charge for:

- Admission applications.
- Education provided during school hours, including the supply of any materials, books, instruments or other equipment.
- Education provided outside school hours if it is part of the national curriculum, part of a syllabus for a prescribed public examination that the pupil is being prepared for by the school, or part of RE.
- Instrumental or vocal tuition, for pupils learning individually or in groups, unless provided at the request of the pupil's parent.

- Entry for a prescribed public examination, if the pupil has been prepared for it at the school.
- Examination resits, if the pupil is being prepared for the resits at the school.

The school may charge for:

- Materials, books, instruments or equipment, where the child's parent wishes their child to own them.
- Optional extras.
- Music tuition (in certain circumstances).
- The use of community facilities and other commercial activities.
- Provision of information within the scope of freedom of information.

#### Optional extras

The school may charge for the following optional extras:

- Education provided outside of school time that is not:
  - Part of the national curriculum
  - Part of a syllabus for a prescribed public examination that the pupil is being prepared for at the school
  - Part of RE
- Examination entry fees where the pupil has not been prepared for the examinations at the school
- Transport, other than that required to take the pupil to school or to other premises where the LA has arranged for the pupil to be provided with education
- Board and lodging for a pupil on a residential visit
- Extended day services offered to pupils, e.g. breakfast or out-of-school provision

When calculating the cost of optional extras, an amount may be included in relation to the following:

- Materials, books, instruments or equipment provided in relation to the optional extra
- The cost of buildings and accommodation

- Non-teaching staff, including TAs
- Teaching staff under contracts for services purely to provide an optional extra
- The cost, or an appropriate proportion of the costs, for teaching staff employed to provide vocal tuition or tuition in playing a musical instrument, where the tuition is an optional extra

The school will not charge in excess of the actual cost of providing the optional extra divided by the number of participating pupils.

Charges applied will not include an element of subsidy for any pupils wishing to participate but whose parents are unwilling or unable to pay the full charge.

In cases where a small proportion of the activity takes place during school hours, the school will not charge for the cost of alternative provision for those not participating.

The school will not charge for supply teachers to cover for teachers who are absent from school accompanying pupils on a residential visit.

Participation in any optional activity will be on the basis of parental choice and a willingness to meet the charges; therefore, parental agreement is a prerequisite for the provision of an optional extra where charges will be made.

If a charge is to be made for a particular activity, such as optional extras, parents will be informed of how the charge will be calculated.

### Voluntary contributions

The school may, from time-to-time, ask for voluntary contributions towards the benefit of the school or school activities. If an activity cannot be funded without voluntary contributions, the school will make this clear to parents at the outset. The school will make it clear to parents that there will be no obligation for parents to make any contribution. Parents will be notified regarding whether assistance is available.

No pupil will be excluded from an activity simply because their parents are unwilling or unable to pay. If a parent is unwilling or unable to pay, their child will still be given an equal opportunity to take part in the activity and the school will set out how places will be allocated from the outset. If insufficient voluntary contributions are raised to fund an activity, and the school cannot fund it via another source, the activity will be cancelled and this will be made clear to parents.

The school will strive to ensure that parents do not feel pressurised into making voluntary contributions. Measures which may make parents feel pressured, such as colour coded letters and direct debit or standing order mandates, will not be sent when the school requests contributions.

## Examination fees and resits

The school may charge for examination fees if:

- The examination is on the set list (which includes SATs, GCSEs and A-levels), but the pupil was not prepared for it at the school.
- The examination is not on the set list, but the school arranged for the pupil to take it.
- A pupil fails, without good reason, to complete the requirements of any public examination where the governing board or LA originally paid or agreed to pay the entry fee.

Where a pupil is entered for a second or subsequent attempt at an examination, the school will pay the fee. Once pupils have left the school, resits must be taken at the school.

If a pupil or their parent consider it to be in the best interests of the pupil to request that an examination is re-marked, any fees involved will be covered by the pupil or their parent. If the awarding body changes the overall grade of the result, the school will not be charged by the awarding body and the parent or pupil will have their fees refunded

## Music tuition

The school is aware that instrumental and vocal music tuition is an exception to the rule that all education provided during school hours must be free. The Charges for Music Tuition (England) Regulations 2007 allow for charges to be made for vocal or instrumental tuition provided either individually or to groups of any size – provided that the tuition is at the request of the pupil's parents. The charges will not exceed the cost of the provision, including the cost of the staff providing the tuition.

There will be no charges applied if the music tuition is an essential part of the national curriculum.

**[Primary schools only]** Charging will also not be made if the teaching is provided under the first access to the KS2 Instrumental and Vocal Tuition Programme.

No charge for music tuition will be made in respect of pupils who are LAC.

## Transport

The school will not charge for:

- Transporting registered pupils to or from the school premises, where the LA has a statutory obligation to provide the transport.
- Transporting registered pupils to other premises where the governing board or LA has arranged for pupils to be educated.

- Transporting pupils to meet an examination requirement when they have been prepared for the examination at the school.
- Transport provided for an educational visit.

### Residential visits

The school may charge for board and lodging, but the charge will not exceed the actual cost.

Parents will be exempt from board and lodging costs if they can prove that they are in receipt of one or more of the following benefits:

- 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 that they are 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 four weeks after they stop qualifying for Working Tax Credit
- Universal Credit – if they apply on or after 1 April 2018, their household income must be less than £7,400 a year (after tax and not including any benefits they receive)

The school will provide a form for parents to submit and provide proof of receipt of one of the above benefit payments in order to be eligible for the exemption.

### Education partly during school hours

The school will follow DfE guidance when determining whether an activity is deemed to take place during school hours or not, as set out below:

- If 50 percent or more of the time spent on an activity occurs during school hours (including time spent travelling if the travel occurs during school hours), it will be deemed to take place during school hours and no charge will be made.
- If less than 50 percent of the time spent on an activity occurs during school hours, it will be deemed to have taken place outside school hours and the school may charge for the activity; however, the school will not charge if the activity is part of

the national curriculum, part of a syllabus for a prescribed public examination that the pupil is being prepared for at the school, or part of RE.

- Whatever the start and finish times of the school day, regulations require that the school day is divided into two sessions. School hours will not include the break in the middle of the day.

The remission of charges for board and lodging payments is the responsibility of the school. These costs will be borne by the school.

Any charges for extended day services will be optional.

**[Boarding schools only]** The school may charge for:

- Overnight board and lodging, but the charge will not exceed the actual cost.
- Extended day services for day pupils.

If the number of school sessions covered by the visit is equal to or greater than 50 percent of the number of half days (any period of 12 hours ending with noon or midnight on any day) spent on the visit, it will be deemed to have taken place during school hours and the school will not charge for the activity.

#### Damaged or lost items

The school may charge for the cost of replacing items that are damaged or lost due to the negligence or poor behaviour of pupils or their parents. Parents will only be charged the replacement cost to purchase the same or equivalent item. The school will consider waiving costs in exceptional circumstances, e.g. financial hardship.

#### Remissions

The school will set aside a fund to enable parents in financial difficulty to send their children on visits and activities. The funding will be limited and there is no guarantee that all requests can be met. Assistance will be allocated on a needs basis, and if the full cost of the trip or activity cannot be met through assistance funding and voluntary contributions, the trip or activity will be cancelled.

Parents in receipt of any of the following benefits may request assistance with the costs of activities:

- 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 State Pension Credit
- Child Tax Credit, provided that they are not also entitled to Working Tax Credit and they have an annual gross income of no more than £16,190
- Working Tax Credit run on – paid for four weeks after they stop qualifying for Working Tax Credit.
- Universal Credit – if they apply on or after 1 April 2018, their household income must be less than £7,400 a year (after tax and not including any benefits they receive)

To request assistance, parents should contact the [named role](#) via [contact details](#).

### School trip refunds

All initial deposits for school trips will be non-refundable. Parents will be informed of this when they are provided with initial information about the trip.

In the event that the school has to cancel a trip due to foreseen circumstances, parental contributions will be refunded. In the event that a school trip is cancelled by a party other than the school due to unforeseen circumstances, it is at the school's discretion as to whether a refund is given to parents.

In the event that a pupil or their parents cancel the pupil's place on a trip, it will be at the school's discretion as to whether a refund is given. The school will take into account the reason for cancellation, whether the school will be reimbursed for the pupil's place on the trip, and whether the place on the trip can be offered to another pupil.

Where a pupil or their parents have previously cancelled a place on a trip and received a full refund, the school will have the right to refuse to allow the pupil to attend future trips and visits.

In the event that a pupil cannot attend a trip at the last minute, e.g. due to illness, it will be at the school's discretion as to whether a refund is given. The school will take into account whether the school will be reimbursed for the pupil's place on the trip and whether the place on the trip can be offered to another pupil.

In the event that a school trip is postponed due to unforeseen circumstances, it will be at the school's discretion as to what happens with the parental contributions for the trip. The school will consider its options, which could include carrying forward the money until the trip takes place, transferring the money to another trip, or refunding parents.

In the event that the decision is made to postpone a trip due to foreseen circumstances, it will be at the school's discretion as to what happens with the parental contributions for the trip. The school will consider its options, which could include carrying forward the money until the trip takes place, transferring the money to another trip, or refunding parents.

Once trip arrangements have been booked and confirmed, if contributions exceed the total cost of the trip, a refund will be given where the excess is greater than £1 per pupil.

The school will deal with cancellations and refunds on a case-by-case basis, ensuring that all pupils and their families are treated equally.

If a parent wishes to make a complaint about refunds, they will be able to do so via the Complaints Procedures Policy.

### **School premises – 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: .....