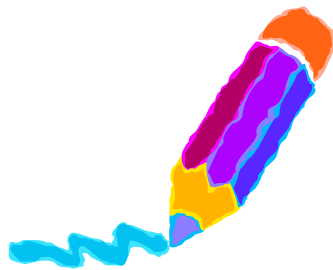


Two Gates
Community Primary School



Charges and Remissions

Policy & Guidance

Reviewed Summer 2016

Next Review Summer 2017

Love children, love learning!

Lettings At Two Gates

At Two Gates we believe that the school is an integral part of the community and as such be proactive in facilitating community events/activities

At Two Gates We Aim To

Meet the needs of the wider school community by facilitating out of hours school use for events/activities

Project the school as integral part of the wider Two Gates Community

Applications

All correspondence and applications for the hire must be made directly to the school. All applications are subject to approval by the Governing Body of the school, but subject to any direction given to them by the LEA.

Hirer

The hirer must be over 18 years of age and shall be the person by whom the application form for the hiring is signed. Such person shall be responsible for the payment of the fees payable in respect of the hiring and for the observance and performance in all respects of the conditions and stipulations contained in the hire agreement which is to be renewed annually.

Fees and charges

The hire fee shall be paid promptly half termly in arrears upon signing the Hire Agreement.

Duration of the Letting

The letting duration shall be agreed in advance, approved by the Governing Body and strictly adhered to.

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 LEA 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.

Care of School Premises

The hirer is responsible for everyone who is on the school's premises for the activities they are organising and, generally, for everyone who comes on to the parts of the school's premises which are under the hirers control at the stated times. The hirer is responsible for ensuring that they comply with all the terms of the hire agreement.

No notices or placards shall be affixed to, lean upon or be suspended from any part of the school premises

No bolts nails, tacks, screws, pins or other similar objects shall be driven into any of the walls, floors, ceilings, furniture or fittings. The hirer shall ensure that no persons using the permitted area to use shoes with stiletto heels or other footwear which may in the opinion of the Governing Body be damaging to the floor surfaces of the hired.

Intoxicating liquor

Intoxicating liquor shall not be brought into nor consumed on school premises without the prior consent of the Governing Body. Where such consent is given hirer must comply with the Licensing Laws and provide evidence of such to the Governing Body.

Smoking

In line with Government legislation there shall be no smoking of nicotine or e cigarettes in any area of the school building or grounds.

Dogs

Dogs except guide dogs shall not be allowed on site on the grounds of health & safety regarding the potential for fouling and behaviour.

Public Entertainment and other Licences

The promoters of entertainment and functions to which the public are admitted on payment shall be responsible for completing to the satisfaction of the Governors 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 shall be the responsibility of the Hirer to provide such facilities of an approved type and method of installation.

Payment for admission shall be deemed to include admission by tickets or programmes 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 shall 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 compiled with.

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

- all safety requirements and recommendations of any licensing authority are complied with.
- any limitation on the number of persons admitted imposed by any licensing authority or the Governors are complied with.
- 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.

Copyright and Performing Rights

No copyright work shall be performed without the licence of the owner of the copyright and the payment of any appropriate fees.

The hirer shall comply with all the provisions of the Copyright, Designs and Patents Act 1988. If the hirer shall fail to do so any permission previously granted by the Governing Body to use the school premises shall be immediately cancelled and the Governing Body shall have the right to recover fees, charges or any other payments referred to in these regulations.

The hirer shall 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 shall, 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 licence so to do must be made to Phonographic Performance Ltd, 103 James Street, London W1R 3HG

Evidence that the necessary licences have been obtained must be supplied to the school at one week before the letting.

Gaming

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 shall be deemed to have knowledge of the contents thereof whether or not he has availed himself of the opportunity of inspection.

Use of Equipment

The hire area does not include the use of any equipment except where specifically agreed and subject to any fees deemed appropriate by the Governing Body. 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.

Insurance

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. Full details of the policy including conditions and exclusions can be found in the Third Hirer's Policy - Summary of Cover document (see below). **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, an upto date copy of which must be presented to the school annually.**

THIRD PARTY HIRER'S INSURANCE POLICY - SUMMARY OF COVER

The policy will indemnify the insured (the Hirer) against all sums, which the insured shall become legally liable to pay as compensation arising out of:

- (a) Accidental bodily injury or illness (fatal or otherwise) to any person and/or
- (b) Accidental loss of or accidental damage caused to third party property.

Details of the policy cover is set out over:

1 Persons/Organisations Insured

Individuals and organisations which would not normally be expected to have their own Public Liability Insurance hiring premises owned by Staffordshire County Council

2 Occupations & Activities

The activities of the insured (see previous page) at the premises owned by Staffordshire County Council.

3 The intention of this policy is to protect the hirer where a claim of negligence is made against them by a third party.

4 The Insurer will indemnify the Hirer in respect of all sums which the Hirer may become legally liable to pay as damages and claimants' costs and expenses for:-

(a) accidental injury to any person (other than an employee of the Hirer if such injury arises out of and in the course of employment by the Hirer).

(b) accidental damage to the premises or the contents of the premises subject to the liability of the insurer not exceeding £100,000 in any one claim in respect of legal liability which attaches to the Hirer solely by reason of the agreement that would have not attached in the absence of such agreement.

(c) accidental damage to other property not belonging to nor in the custody or control of the Hirer or of any person in the Hirer's service occurring during the period of insurance arising out of the activities of the Hirer at the premises.

5 The policy will not apply in respect of the use of the premises for the following:

(a) meetings organised by political parties

(b) professional entertainment promotion

(c) commercial or business use

(d) hire of play grounds and playing fields unless as part of a hiring for the school buildings.

Where only the playground or playing fields are hired separate Public Liability Insurance must be in place to protect any legal liability attaching to the hirer.

6 The limit of indemnity under the policy is currently £5,000,000

7 The policy only applies whilst the individual/organisation is using Council premises.

8 If any other insurance covers the same loss, damage or liability this insurance will not pay any amount covered by such insurance.

APPLICATION FOR HIRE OF TWO GATES COMMUNITY PRIMARY SCHOOL

1. Name of Hirer
2. Address of Hirer
3. Daytime Telephone Number Evening Telephone Number
4. Details of requirements: Room and area to be hired (tick relevant columns)

Hall	Sports Hall/Gym	Library	Classroom/ Technology Room	Playing Field	Additional Facilities	
Start date:				Start time:		
End date:				End time:		
Day of Week:				Number of Lettings		
Nature of Activity:						
Equipment / facilities requested:						
Equipment to be brought in by hirer:						
Age range of those attending:				Numbers attending:		

I hereby make application for the hire of the accommodation and facilities stated above and agree to abide by the Conditions of Use specified in the attached documentation.

*Public liability insurance is being provided by the County Council's Third Party Hirer's Insurance Policy I can confirm that I have read the Summary of Cover and fully understand the insurance being provided including the policy conditions and exclusions which apply.

*Public liability insurance is not being provided by the County Council's Third Party Hirer's Insurance Policy and I can confirm that I have arranged Public Liability Insurance in the name of the individual / organisation hiring the school premises for a limit of indemnity of at least £2,000,000.

Signature of Applicant:

Full Name (in block letters)..... Date:

NOTE: The giving of false information on this Application for Hire Form may lead to the cancellation of the booking without notice.

**AGREEMENT FOR THE USE OF TWO GATES COMMUNITY PRIMARY SCHOOL
PREMISES**

AN AGREEMENT made _____ date between

Two Gates Community Primary School and

Name of Hirer/Organisation

IN CONSIDERATION of the school permitting the hirer to use the accommodation listed on the dates and times shown in the schedule below, the hirer shall observe the following conditions:-

Payment being made in full promptly at the end of each half term post to the lettings taking place.

A receipt will be issued when payment is received.

The person in charge of your letting being shown the fire escape routes before the start of the letting. The fire evacuation procedure should be explained to all persons present at the start of each session and an emergency evacuation drill should take place during lettings at least twice annually.

No first aid is provided, The organisation must provide qualified first aider and emergency first aid kit.

The organisation to provide risk assessments with a clear indication of the risks involved and the control measures to be implemented.

We do not provide access to a land line, the hirer must ensure a mobile phone is available for use in case of emergency at all times.

THE SCHEDULE

Area Hired/Additional Facilities & Equipment	Dates & Times of Hire

Signed by _____ Date _____

Mrs N Llewelyn-Cook Headteacher On Behalf of the Governing Body

Signed by the hirer _____ Date _____

NOTE Please ensure the Conditions of Use and the terms specified above are fully understood. Failure to comply will invalidate the Hire Agreement.

Parking of Vehicles

The parking of vehicles on the school's property shall be permitted in approved areas only, no persons are to park on the drive into school as this is designated access for emergency vehicles. Any persons bringing such 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 such vehicles or their presence on the school's premises.

Use of Playing Fields

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.

Miscellaneous

The hiring body shall comply with such additional conditions as the County Council, Headteacher, or the Governors may require in writing, to be observed for a particular letting.

AREA LET	WEEKDAY	WEEKEND
CLASSROOM	£12.50 for 1st hour £6.50 for each subsequent hour or part thereof	£12.50 for 1st hour £6.50 for each subsequent hour or part thereof
HALL Community	£17.50 for 1st hour £8.75 for each subsequent hour or part thereof	£17.50 for 1st hour £8.75 for each subsequent hour or part thereof
HALL Non Community	£50	£70
FIELD Sport		£9.15 plus VAT (20%) £1.83 = £10.98 per hour Flat fee may be agreed with Headteacher
FIELD Fund Raising		£70

Lettings Agreement - For Hirers Who Lock Up After Use 1 of 4

Terms and Conditions of Lettings - Keyholder

Staffordshire County Council Insurance Services have advised me of the procedure for hirers who lock up school after their letting and I therefore need to advise you of the following points;

The school procedure for locking up must be followed as detailed below:

- 1 Security of the school should be paramount at all times
- 2 School keys should not be handed to non authorised keyholders and must be kept safe at all times
- 3 The front door should be kept shut at all times during the letting and the internal security door into reception kept locked
- 4 The internal security door into the hall should be kept shut at all times
- 5 The double blue hall doors are thumb locked and key locked at the end of the letting
- 6 All the windows in the hall are closed
- 7 All lights are switched off
- 8 Set alarm and exit through the reception area ensuring both top and bottom front door locks are secured
- 9 The external gates are padlocked on exit from the site

In the event that the correct procedure is not followed any loss or damage will be the responsibility of the hirer and the County Council will seek to recover any loss from the hirer as a result of their negligence to follow the locking up procedure.

The hirer is responsible for ensuring that their liability insurers are happy to cover this, the school must have an up to date copy of your public liability insurance.

Lettings Agreement - For Hirers Who Lock Up After Use 2 of 4

General Terms and Conditions

- 1 Payment to be made promptly as agreed half termly in arrears—cheques payable to Staffs County Council please
- 2 Any additional booking to be confirmed with the office prior to the date required
- 3 There is no parking on site for clients, with the exception of disabled access, before 6pm. Please ensure your clients do not park blocking other users or along the entrance into school as this is a health & safety issue should an emergency vehicle be required.
- 4 The hall is left in a clean and tidy state as found ie tables, chairs and benches are replaced
- 5 All equipment must be provided by yourself and any school equipment moved is to be replaced in the exact position
- 6 Any rubbish generated is removed from the premises and deposited in the bins on exit
- 7 Vacation of the premises is prompt at the end of the letting
- 8 Disabled toilet facilities are available in the admin area of school, all other users should be restricted to the toilets in the cloakroom adjacent to the hall doors

Fire Evacuation Procedures

- 1 Fire evacuation procedures are displayed adjacent to all exit doors, please familiarise yourselves with the evacuation route in case of emergency
- 2 The fire alarm bell sounds as one continuous ring, if required emergency lighting and illuminated exit signs will activate
- 3 The premises must be vacated to a safe place on the car park immediately upon the alarm signal and the fire brigade summoned, a member of the site team should be contacted to attend. Contact Geoff Donnelley 07592 552537 or Keith Edwards 07837 928576
- 4 Fire evacuation procedures should be relayed to users at each session, a regular fire evacuation practice should take place to ensure hirers/users are familiar with procedures

Lettings Agreement - For Hirers Who Lock Up After Use 3 of 4

Activity Risk

- 1 Please let us have copies of your risk assessments showing a clear indication of the risks involved and the control measures to be implemented
- 2 Any portable electrical equipment brought onto site must have been PAT tested within the previous 2 years before use and where required a Residual Current Device (RCD) is used

Adverse Incidents

- 1 Any adverse incidents ie trespassers on site, accidents, faults should be reported to the school office either in person or by e mail at the earliest opportunity
- 2 Any incidents of violence/criminal damage causing concern to the wellbeing of persons on site should immediately be reported to the police and a member of the site team should be called on one of the numbers above
- 3 Any faults or health & safety concerns should be made safe where possible ie area coned off, if an immediate risk to users is apparent the site team should be called, if no immediate risk is identified the issue should be reported at the earliest convenience.
- 4 **Term Time**—During adverse weather a path will be gritted for safe pedestrian access into school, it is the responsibility of the hirer to ensure users take the correct gritted route. During extreme weather the premises manager will review the letting and can take the decision to refuse access should it be deemed unsafe. **Non Term Time**—Site team are not available, it is therefore the **responsibility of the hirer** to ensure the site is safe prior to the letting. The letting should not proceed if the site is deemed unsafe.

First Aid

- 1 Please confirm your arrangements for first aid, you will need to confirm that you are providing your own first aiders and equipment and that you have the ability to call the emergency services if required (mobile phone), the telephone in the medical room at school is available to call in case of need.

Lettings Agreement - For Hirers Who Lock Up After Use 4 of 4

Safeguarding

The key person must have an awareness of legislation regarding Safeguarding Children and Vulnerable Adults and be mindful of their duty to safeguard such individuals present at all times and follow necessary reporting procedures should concerns arise.

The key person must also have an awareness of the Government's Prevent Strategy to prevent people from being drawn into terrorism through exposure to extremist ideology and radicalisation; they must therefore be vigilant to this risk at all times and should report any concerns.

By signing this letting agreement you are confirming this is the case.

I am very pleased that you continue to use the community facility of our school and am sure that you realise all the above requirements are to safeguard both yourselves and us at all times.

Music Tuition Fees

Music tuition is offered at Two Gates through Staffordshire County Council peripatetic teachers. The lessons take place on a weekly basis and are charged at an annual rate currently £90 per school year which can be paid in 3 termly instalments if desired, free meals children are charged £30 per school year which can be paid in 3 termly instalments – all fees are subject to annual review by the Governing Body.

The terms of the offer are set out to parents via a letter which acts as a

Dear Parents/Carers

We are pleased to be able to offer instrumental lessons to your child by County Music Tutor:-

- Mrs Allen - violin/cello

Instrument lessons are during school time - Strings on Tuesday

The Governors are anxious to retain this valuable experience to enhance music provision, however, as in the past, they are looking to supplement the funding for tuition by passing on **some** of the charges to parents **PLEASE NOTE YOU WILL BE EXPECTED TO PAY THE FULL YEARS TUITION FEES EVEN IF YOUR CHILD STOPS INSTRUMENTAL LESSONS:-**

- violin/cello £90.00 Free Meals children £30

Fees payable in a lump sum or 3 termly instalments, cheques should be made payable to Staffs County Council please. Tuition fees should be paid direct to school via ParentPay.

Instruments can be hired from County Music Services (if you do not have one).

MRS ALLEN WILL GIVE YOUR CHILD A LETTER WITH A PAYMENT SLIP FOR YOU TO SEND THE INSTRUMENT HIRE PAYMENT DIRECT TO MUSIC SERVICES AT STAFFORD - please do not send into school.

Children will also need to buy:-

- their own music
- rosin for strings
- strings to replace damaged ones

Copy of Instrumental Tuition Letter 2 of 2

Apart from the financial commitment it is vital that you and your child are committed to daily practise for 10 - 20 minutes. Encouragement is the key to get past the 'strangled cat' stage!

Happy music making!

Yours sincerely

Mrs N Dovelyn Cook

HEADTEACHER



PAYMENT SLIP

PLEASE COMPLETE AND RETURN TO SCHOOL BY Friday 25TH September 2015

I have discussed the '**commitment**' needed with regards to practice with my child and confirm that we would like to take up the opportunity of instrumental lessons.

I understand the terms of payment for violin/cello tuition and agree to pay the **full amount for the years tuition** by the following method on the dates outlined and also instrument hire fees.

Please tick one box

1 payment of £90.00

Parentpay Reference _____

3 payments of £30.00

ParentpPay Reference _____

2nd by Fri 19th Feb 2016

3rd by Fri 27th May 2016

My child is in receipt of **Free School Meals** and I therefore agree to pay:

1 payment of £30.00

Parentpay Reference _____

3 payments of £10.00

Parentpay Reference _____

2nd by Fri 19th Feb 2016

3rd by Fri 27th May 2016

I agree that I will pay the full years tuition fees even if my child stops playing

Signed Parent/Carer

Child's Name Class

Charges

A charge will be made for the following:

- 1 Board and lodging on residential visits (not to exceed the costs).

School will subsidise residential visits for all children by 20% of the total cost, costs for children entitled to free school meals will be subsidised by 50% of the total cost.

- 2 Individual or group tuition in the playing of a musical instrument.

The charge will be subsidised by school, a fee of £90 per year will be passed onto parents, children entitled to free school meals will be charged £30 per year.

- 3 Breakages and replacements as a result of damages caused wilfully or negligently by pupils.

The charge to be agreed by the Headteacher/Governors on an individual case basis.

- 4 Extra-curricular activities and school clubs provided by an external company.

The full cost to be met by parents in all cases.

- 5 Loss of or damage to school library books.

A charge of £4.50 per book will be payable in all cases.

- 6 Extended school care activities such as Stripes and breakfast club.

The full cost to be met by parents in all cases.

- 7 Letting of the school premises or grounds.

Full cost to be met by hirer as per letting agreement.

Voluntary Contribution

Parents will be invited to make a voluntary contribution for the following:

- a) Educational Visits/Trips
- b) Visitors into school to enrich the curriculum
- c) Workshops/Theatre Groups

The terms of any request made to parents will specify that the request is for a voluntary contribution and in no way represents a charge, any pupils at the school will not be treated differently according to whether or not their parents have made any contribution in response to the request.

The costs of any optional extra undertaken by any pupil whose parents/guardians are unable to pay may not be included in the charge to other pupils but must be funded through the delegated budget, school fund or other fundraising.

The responsibility for determining the level of voluntary contribution is delegated to the Headteacher.

Date of Policy approval 23rd May 2016

Date of Policy review Summer 2017

Policy approved

Julie Nicholls Chair Governors