



**Park View School**  
Together We Grow Stronger



The Beacon Centre  
Leading The Way To A Brighter Future

# Park View School

# The Beacon Centre

## School Lettings & Charging Policy

Reviewed on: 06/10/2021  
Next review date: October 2022  
Authorised by Chair of Governors

Signature:.....*N. Fraser*.....  
Name: Noreen Fraser

## **Introduction**

The school recognises that its premises are a valuable resource within the community and as such welcomes the opportunity to enable other users to benefit from them when they are able to do so.

This policy aims to clarify the procedure for letting part of the school building so that all agreements are entered into with both parties knowing what they can expect and how to address any issues that might arise.

## **Our aims**

By letting the premises, we intend to:

- maximise the use of the school for the benefit of the community
- ensure that the educational use of the building is prioritised without prohibiting other users
- raise money to support the activities of the school
- pursue the extended schools' agenda.

## **Guidelines**

1. The school has priority use of the property.
2. The school will always seek to at least cover its costs unless it is a direct beneficiary of a fund- raising activity.
3. The school will seek to treat hirers fairly.
4. Hirers will be expected to respect school property and honour all school and legal regulations which may be in force at any time.
5. The person signing the application form is responsible for all aspects of the hire and must abide by all aspects of the Terms and Conditions of Hire.
6. The school will only allow hiring of the premises for purposes considered appropriate and suitable – The Head teacher will be consulted in cases of uncertainty.

## **Procedure**

When an approach is made about a letting the following procedure should be followed.

1. All requests for lettings to be forwarded onto the Business Manager
2. Invite a prospective hirer in to meet with the Business Manager to complete the booking form.
3. The booking will be agreed or not agreed at this stage
4. Where the application for a hire is accepted, the hirer will be sent a letter provisionally confirming the hire and invoicing to cover the cost of the hire as appropriate.
5. All parties affected, e.g. site staff, cleaning staff, are informed and arrangements discussed.
6. All paperwork is required to be signed. Completed booking forms will be held on Lettings File; the hirer will receive a copy.

## **Category of letting**

There are three categories of user who, in the event of a clash, should be prioritised in this order.

1. Educational/statutory user (of direct benefit to the school).
2. Community user.
3. Private user.

## **Fees**

The school will annually set the hire charge for each category of letting and will review the categories of letting.

## **Complaints procedure**

The following comprises the complaints procedure for lets.

1. If the school has a concern about a hire, the Site Manager or delegated representative will raise the concern with the hirer. If the matter remains unresolved the hirer will receive written notice of termination of the booking agreement.
2. If the hirer has a concern they should talk to the designated representative. If this concern is still unresolved, they should follow the school's complaints procedure (complaint in writing to the Head teacher).
3. If a third party complains, the Site Manager will at first deal with the complaint and attempt to resolve the situation.

If this is not successful, the concern will be taken to the Governing Board/Management Committee.

## **Health and Safety**

The school is responsible for ensuring that the means of access or egress are safe for the use of the hire and that the plant or equipment used by the hirer is safe. If the hirer discovers a hazard, they should take action to make the site supervisor on duty aware of it. Hirers should familiarise people using the premises with fire and health and safety arrangements.

## **Insurance**

Hirers will be asked to arrange suitable insurance for their activities to cover any damage to the premises, furniture or fittings and to indemnify the school against all actions relating to personal loss, damage or injury.

## **Review of Lettings Usage**

The Governing Board will review this policy annually with the view to determining whether the policy has been successful and setting the fees and terms of conditions of hire for the forthcoming year.

# Charging Policy

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## **Statement of intent**

**Park View School** is committed to ensuring equal opportunities for all pupils, regardless of financial circumstances, and has established the following policy and procedures to ensure that no child is discriminated against by our offering of school trips, activities and educational extras.

In addition, we are committed to adhering to legal requirements regarding charging for school activities, and meeting all statutory guidance provided by the DfE.

We promise:

- Not to charge for education provided during school hours.
- To inform parents on low incomes and in receipt of relevant benefits of the support available to them when asking for contributions.

## **1. Legal framework**

1.1. This policy will have consideration for, and be compliant with, the following legislation and statutory guidance:

- Education Act 1996
- The Charges for Music Tuition (England) Regulations 2007
- The Education (Prescribed Public Examinations) (England) Regulations 2010
- DfE (2018) 'Charging for school activities'
- DfE (2019) 'Governance handbook'

## **2. Charging for education**

2.1. We will not charge parents for:

- Admission applications.
- Education provided during school hours.
- 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 religious education.
- Instrumental or vocal tuition, unless provided at the request of the pupil's parents.
- Entry for a prescribed public examination, if the pupil has been prepared for it at the school.
- Examination re-sits, if the pupil is being prepared for the re-sits at the school.

2.2. We may charge parents for the following:

- Materials, books, instruments or equipment, where they desire their child to own them
- Optional extras
- Music and vocational tuition (in certain circumstances)
- Use of community facilities

### **3. Optional extras**

3.1. We may charge parents 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.
  - Religious education.
- Examination entry fees where the pupil has not been prepared for the examinations at the school
- Transport, other than that arranged by the LA for the pupil to be provided with education
- Board and lodging for a pupil on a residential visit
- Extended day services offered to pupils

3.2. When calculating the cost of optional extras, the school will only take into account the following:

- Materials, books, instruments or equipment provided in relation to the optional extra
- The cost of buildings and accommodation
- The employment of non-teaching staff
- The cost of teaching staff (including teaching assistants) 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

3.3. The school will not charge in excess of the actual cost of providing the optional extra divided by the number of participating pupils. We will not charge a subsidy for any pupils wishing to participate but whose parents are unwilling or unable to pay the full charge. If a proportion of the activity takes place during school hours, we will not charge for the cost of alternative provision for those not participating.

3.4. 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 pre-requisite for the provision of an optional extra.

### **4. Examination fees**

4.1. We may charge for examination fees if:

- The examination is on the prescribed 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 prescribed 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 fee.

## **5. Examination re-sits**

- 5.1. Where a pupil is entered for a second or subsequent attempt at an examination, we will pay the fee. Once pupils have left the school, re-sits must be taken at the school.
- 5.2. If a pupil or their parents consider it to be in the best interests of the pupil to request that an examination is re-marked, any fees involved must be covered by the pupil or their parents. If the awarding body changes the overall grade of the result, the school will not be charged by the awarding body and the parent/pupil will have their fees refunded.

## **6. Voluntary contributions**

- 6.1. We 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, we will make this clear to parents at the outset. We will also make it clear that there is no obligation for parents to make a contribution, and notify parents whether assistance is available.
- 6.2. No child 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. If insufficient voluntary contributions are raised to fund an activity, and the school cannot fund it via another source, the activity will be cancelled.
- 6.3. We will strive to ensure that parents do not feel pressurised into making voluntary contributions.

## **7. Music tuition**

- 7.1. Music tuition is the only 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.
- 7.2. The charges will not exceed the cost of the provision, including the cost of the staff providing the tuition.

## **8. Transport**

8.1. We 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.

## **9. Residential visits**

9.1. We will not charge for:

- Education provided on any visit that takes place during school hours.
- Education provided on any visit that takes place 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 at the school, or part of religious education.
- Supply teachers to cover for teachers accompanying pupils on visits.

9.2. We may charge for board and lodging – but the charge will not exceed the actual cost.

9.3. 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 State 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)

## **10. Education partly during school hours**

10.1. 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 is deemed to take place during school hours and no charge will be made.



- 10.2. If less than 50 percent of the time spent on an activity occurs during school hours, it is deemed to have taken place outside school hours and we may charge for the activity; however, we 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 religious education.
- 10.3. **Residential visits:** 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, we will not charge for the activity.
- 10.4. The remission of charges for board and lodging payments is the responsibility of the school. These costs will be borne by our contingency funds.
- 10.5. Any charges for extended day services will be optional.

## **11. Damaged or lost items**

- 11.1. The school may charge parents for the cost of replacing items broken, damaged or lost due to their child's behaviour. Parents will not be taken to court for failure to pay such costs.

## **12. Remissions**

- 12.1. We have set aside a small fund to enable families in financial difficulty to send their children on visits/activities. The funding is 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/activity cannot be met through assistance funding and voluntary contributions, the trip/activity will be cancelled.
- 12.2. 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)
- 12.3. To request assistance, parents should contact the **Senior Administrator** via **01914541568**

### **13. Monitoring and review**

This policy will be reviewed annually by the governing board, a committee of the governing board, an individual governor or the head teacher.

## **Terms and Conditions of Hire**

### **1. Applications**

All correspondence and applications for the hire of school premises must be made to Business Manager. Before accepting a booking the school reserves the right to request further details of any proposed hiring.

### **2. Hirer**

The Hirer must be over 18 years of age and shall be the person by whom the application form signed by. Such person shall be responsible for the payment of the hire fees in respect of the hiring and for complying with the terms and conditions of hire. Lettings will not be made to any organisation, group or individual with an unlawful or extremist background or to any board to whom the school does not wish to hire the premises. The lettings agreement is personal to the hirer only, and nothing in it is intended to have the effect of giving exclusive possession of any part of the school them or of creating any tenancy between the school and the hirer.

The Hirer shall not sub-let the premises to another person, organisation or group

### **3. Cancelling/Postponement of Hiring**

The School reserves the right to cancel any hiring, without notice, where the School or its representatives consider it necessary for any cause outside of their control or whether information has come to light that the hire is unsuitable to take place on school premises.

### **4. Responsibility for Preservation of Good Order and Damage to Premises**

The hirer is responsible for the preservation of good order during the hiring of the premises and for any damage that may be done to the property in consequence of the hiring or which would not have been done if the hiring had not taken place. No nails, tacks, screws, etc shall be driven into any of the walls, floors, ceiling, furniture or fittings. Footwear likely to damage the floors is not to be worn. No stiletto or any type of thin heel is to be worn in the Sports Hall, Nichols Hall or Gymnasium. If the Hirer's activities involve outdoor use of school facilities participants should ensure footwear is cleaned before re-entering the premises. At any hiring to which members of the public are admitted, the hirer shall provide an adequate number of stewards who shall be present throughout the hiring. In the event of any such damage, the Site Manager may make it good and the hirer, by the acceptance of the hiring subject to these regulations, will thereby be deemed to have undertaken to pay the cost of such reparation.

The Hirer shall ensure that the premises are vacated promptly at the end of the letting. The Hirer is responsible for supervising any children/vulnerable adults taking part in an activity until they are collected by a responsible adult. Additional charges may be made where the Site Manager is unable to lock up whilst the Hirer ensures participants are safely vacated from the building beyond the time agreed in the letting agreement.

All litter and property belonging to the Hirer or his servants or agents, is to be removed by the hire and the end of the period of hire. Any costs incurred by the school in removing these items will be paid by the hirer

## **5. Intoxicating Liquor**

Intoxicating liquor shall not be sold or consumed on school premises.

## **6. Food and Drink**

The school does not allow the hirer to prepare/sell/consume food and drink on the premises as part of the hire

## **7. Licensing**

The premises hired shall not be used for cinematograph exhibitions, public music or music and dancing, or stage play purposes for which a statutory licence is required granted by the relevant licensing authority unless such a licence has been so granted the hirer shall strictly obey and observe all the requirements laid down in the licence.

## **8. Safeguarding Children and Vulnerable Adults**

The hirer is responsible for ensuring that they have effective recruitment and vetting procedures for all staff working on the premises in order to safeguard and protect children and vulnerable adults, including undertaking, at its own expense, an Enhanced DBS Disclosure for any staff who work with children and vulnerable adults or on the premises on a regular basis ('regular' has been defined as 3 or more times in a 30-day period or an overnight stay or unsupervised contact with children). Child and user safety must be paramount and the hirer must have a child protection policy to include the requirement for staff to be appropriately trained in relation to this policy. The hirer should monitor, review and up-date its policies and procedures in relation to safeguarding children on a continuous basis and should adhere to the guidance called Keeping Children Safe in Education

The hirer must state in any correspondence or advertising to parents that the activity is not run by the School. The School does not endorse any of the clubs, groups or organisations who are party to this Agreement ('the Hirer') and prospective users should make such checks as are prudent to determine their suitability. The following disclaimer shall be used in all advertising by the hirer:

'All providers have confirmed that they hold all necessary accreditation, qualifications and public liability insurance to organise and run the events and activities described. No duly appointed member of staff at Park View School has inspected these services and parents must make their own enquiries and satisfy themselves as to the suitability of the providers before engaging their services. In all circumstances, neither the school (nor South Tyneside Local Authority) will accept any liability arising out of those events'

The hirer must attach their child protection policy with this hiring.

## **11. Furniture and equipment**

Furniture (other than chairs for use in halls) shall not be moved except by prior written arrangement with Site Manager

No other electrical equipment or furniture should be brought into school without prior written agreement with Site Manager

## **12. Copyright**

The hirer or their agents shall not infringe any copyright, or performance rights. Hirers should note that the use of 'home produced' tapes or copies of music is not permitted.

- A) The Hirer shall comply with all the provision of the Copyright, Designs and Patents Act 1988. The Business Manager will require from the hirer sight of the relevant licence(s) at the time of booking the premises. If the hirer fails to do so any permission previously granted by the booking staff to use the premises shall be immediately cancelled and the booking staff shall have the right to recover fees, charges or any other payments referred to in these terms and conditions.
- B) The hirer shall indemnify the school from and against all actions, proceedings, costs, claims or demands whatsoever, arising out of the performance of copyright works on premises.

## **13. Electrical systems**

Any alteration or addition to the lighting or electrical heating systems is strictly forbidden, except with the prior written consent of the Site Manager. Consent may be subject to conditions and additional fees, which the hirer will be required to observe and, where necessary, the consent of the electricity undertakers.

## **14. Fees and Charges**

Payment shall be made to Park View School. All lettings fees shall be paid in full, following receipt of the invoice issued by the school.

The hirer shall pay to the school with, and in addition to, the hire fee appropriate to the hiring. In the event of damage occurring during the hiring the Hirer will be responsible for all repair costs.

The School reserves the right to refuse access to the premises hired if the whole of the fees have not been paid or if these terms and conditions have not been complied with

## **15. Indemnity**

The hirer shall indemnify the School against all action, proceedings, claims and demands whatsoever which may arise as a result of the hiring.

## **16. Children's Entertainment**

The following provisions of section 12 of the Children and Young Persons Act 1933, must be strictly complied with:

1. where there is provided in any building an entertainment for children, then, if the number of children attending the entertainment exceeds one hundred, it shall be the duty of the person providing the entertainment to station and keep

stationed wherever necessary, a sufficient number of adult attendants, properly instructed as to their duties, to prevent more children or other persons being admitted to the building, or to any part thereof, than the building can properly accommodate, and to control the movement of the children and other persons admitted while entering and leaving the building or part thereof, and to take all other reasonable precautions for the safety of the children.

2. where the occupier of a building permits, for hire or reward, the building to be used for the purpose of an entertainment he shall take all reasonable steps to secure the observance of the provisions of this section.
3. if any person on whom any obligation is imposed by this section fails to fulfil that obligation, he shall be liable, on summary conviction, to a fine not exceeding, in the case of a first offence, fifty pounds, and in the case of second or subsequent offence one hundred pounds, and also, if the building in which the entertainment is given is licensed under the Cinematograph Act 1909 or under any of the enactment's relating to the licensing of theatres and of houses and other places for music or dancing, the licence shall be liable to be revoked by the authority by whom the licence was granted.
4. a constable may enter any building in which he has reason to believe that such entertainment as aforesaid is being, or is about to be provided, with a view to seeing whether the provisions of this section are carried into effect, and an officer authorised for the purpose by an authority by whom licences are granted under any of the enactments referred to in the last foregoing subsection shall have the like power of entering any building so licensed by that authority. (Reference in these regulations to the education committee shall be construed as references to any sub-committee or officer to which powers in relation to school lettings have been delegated.)

#### **17. Hire of Playing Fields/Open Spaces**

- A) No warranty is given by the School that the field or open space is fit for use proposed by the hirer and the hirer must satisfy himself as to the field or open space's suitability and take all reasonable precautions for the safety of all persons likely to use the field or open space during the period of hire.
- B) The hirer shall be responsible for supervising the behaviour of all persons using the field or open space and must not allow its use in such a manner as to be likely to cause nuisance or annoyance to the occupiers of neighbouring premises.
- C) No lines are to be marked on the field or grassed area without the prior written consent of the School.
- D) The hirer shall not allow the field or a part thereof to become fouled by dogs.

**18. No smoking policy**

It is against the law to smoke in substantially enclosed spaces.

Smoking/E Cigarettes are not permitted on the premises or within the grounds of the School.

Appendix 1

The hirer must not allow any of their participants to smoke within the premises or the grounds of the school at any time.

**19. Capacity figures for (Park View School)**

Area	Dancing	With tables and chairs	Seated audience (chairs only)
Sports Hall	100	75	100

(The maximum capacity figures should be agreed with the Fire & Rescue Service - contact your local Fire Safety Officer for advice)

**20. Fire regulations, exits and other emergencies**

The Hirer must ensure that users and visitors comply with regulations as set out in the 'Fire Evacuation Procedures'. The Hirer must ensure that emergency exits, fire extinguishers, alarm points are not obstructed at any time during the hire period.

The Hirer should ensure that they are familiar with emergency equipment, such as fire extinguishers, alarms, telephone and first aid facilities. An emergency evacuation procedure should be established which will detail who will be responsible for taking control, calling emergency services and where to assemble. Consideration should be given to the needs of any disabled participants.

The Hirer must ensure that there are adequate walkways available to allow free and easy access and egress to the facilities

Flammable and/or hazardous substances are not to be used, including gas cylinders/canisters, open fires or candles. Combustible material must not be placed adjacent to heat sources.

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**Declaration:**

I have read and agreed the Terms and Conditions of Hire for Park View School.

**Signature of Applicant**.....

**Print Name**.....

**Date**.....

Application for the hire of facilities at:

## Park View School

To be completed by the Applicant/Person responsible for payments of the charges in respect of the hire.

### The Hirer:

Name of Applicant

Society/Organisation representing

Contact address  
(Invoice address)

Telephone Number (day)

Telephone Number (evening)

E-mail address

Please provide a copy of your  
Public Liability Insurance  
Quote Company & policy Number

Company:  
Policy Number:



**Details of Hire:**

Area of Premises to be hired:

Day(s)/Date(s) of proposed hiring  
(Period of time agreed):

Times(s) of proposed hiring:   
Start:  
Finish:

Will access be required outside these times?  
(E.g. to set up or pack up)

Purpose of Hire:

Hire Charges:

No. of adults expected to attend:

No. children expected to attend:

Declaration:

I hereby make an application for the use of the accommodation and facilities stated above and, upon application being granted, I undertake to pay the charges in respect thereof.

I declare that I am 18 years or over

Signature of Applicant \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

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Authorisation

To be completed by Site Manager.

I agree to the hiring of the accommodation and facilities to the Applicant as detailed above based on the provisions of the Terms and Conditions.

Signature of Site Manager \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_