

**The Dales School**

**Lettings, Charging and Remissions Policy**

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# Introduction

The Governing Body regards the school buildings and grounds (which are owned by Northumberland County Council) as a community asset and will make every reasonable effort to enable them to be used as much as possible.

However, the overriding aim of the Governing Body is to support the school in safeguarding and best possible education for its pupils, the promotion of equality of opportunity and the community cohesion of the local area. Any lettings of the premises to outside organisations will be considered with this in mind.

The Education Reform Act 1988 states that there are no statutory requirements to charge for any form of educational activity. The principle is that of free education.

# Lettings

A letting may be defined as:

Any use of the school buildings and ground by parties other than the school and its partners. This may be a community group, or a commercial organisation. The following activities fall within the corporate life of the school. These activities are not considered to be lettings and costs arising from these uses are therefore a legitimate charge against the school’s delegated budget:

* Governor body meetings
* Extra-curricular activities for pupils organised by the school
* School performances
* Family learning
* Parents’ meetings
* Meetings of the PTA
* PTA organised events
* Services provided by partner organisations and outside agencies

# Priority for Lettings

The Governing Body is mindful of the needs in the local area and has carried out an assessment of local needs. This information has been used to assess the priorities for lettings.

The following lettings are especially encouraged:

Lettings for:

* Educational activities open to school pupils and their families
* Recreational activities open to school pupils and their families
* Activities organised by local community groups for the benefit of the local community

Lettings to:

* People with a disability
* Parents attached to the school
* Parent support groups
* People living in the school’s local community
* Voluntary organisations
* Self-help groups
* Faith groups
* Low income groups
* Children’s groups
* Youth groups

The following activities are not considered to be appropriate for lettings as they are either well provided for in the local area; are not deemed to be compatible with the ethos of the school or are not able to be accommodated for within the school facilities:

* Commercial activities with little potential to generate income or support for the school
* Events selling alcohol
* Activities promoting gambling

# Type of Lettings

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

* School Lettings for activities for pupils or their parents and carers that provide educational benefit to pupils, which the school may wish to subsidies.
* Community Lettings for other community activities which should be made on the basis of at least full cost recover
* Commercial lettings will be charged on a cost plus an income margin for the school

# Charges

The Governing Body is responsible for setting charges for the letting of the school premises. These charges should be agreed with the Governing Body prior to the letting taking place.

The scale of charges will be reviewed annually by the Governing Body for implementation from the beginning of the next financial year. Details of current charges will be provided and agreed in advance of any letting taking place.

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

The school is constrained by law to apply value added tax to all transaction where this is appropriate. The letting of rooms for non-sporting activities is exempt of VAT in most cases.

The minimum hire period will be two hours. The school reserves the right to require a deposit over and above the hiring charge as a surety against damage to the premises (including any equipment) or the premises being left in an unacceptable condition necessitating the incurring of additional cost for cleaning, caretaking, or other expenses.

The school will seek to recover any cost incurred by the school that are unavoidable and result directly from the cancellation of a letting. The timescale and charges for cancellations are set out in the Terms and Conditions of use.

# Letting Times, Available Facilities and Equipment

The following facilities and equipment available are agreed as follows:

* Meeting room(s) with catering facilities
* Classrooms
* Indoor and Outdoor Play and Sporting facilities
* Letting times will mainly fall after school hours, at weekends or during school holiday periods.
* Variations to these facilities and times will be subject to the approval of the Head Teacher.

# Conduct of Users

This is set out in the Terms and Conditions for use of school premises.

# Security

The Head Teacher has delegated authority to determine the security risk for each letting and will be responsible for allocating a continuous security presence or other control measure.

# Management of Lettings

The Governing Body has delegated the day-to-day responsibility for lettings to the Head Teacher in accordance with the Governing Body’s policy. Where appropriate, the Head Teacher may delegate all or part of this responsibility, such as security, child protection to other members of staff, whilst still retaining overall responsibility for the lettings process.

If the Head Teacher has any concern about whether a particular request for a letting is appropriate or not, they will consult with the Chair of Governors and/or the Local Authority.

An annual report on lettings is presented to the Governing Body and will include information on users, finances, incidents and accidents, enquiries and any lettings refused along with the Community Accounts.

# Considering Applications for Lettings

Organisations seeking to hire the school premises should approach the Head Teacher or the school administrator. Details of charges and conditions of use should be given or referred to.

An Initial Request Form, a copy of which is attached to this policy, should be completed at this stage. A record of all enquiries should be kept on file.

The Head Teacher or designated member of staff will decide on the application with consideration to:

* The priorities for lettings agreed by Governors and set out in the school’s lettings policy
* The availability of facilities and staff
* The school’s equal opportunities, health and safety and child protection policies
* The health and safety considerations such as the numbers of users, type of activity, qualifications of instructors, and the necessary public liability insurance cover.

# Issuing a Lettings Contract

Once a letting has been approved, a letter of confirmation will be sent to the hirer, enclosing a copy of the Terms and Conditions and the Lettings Contract.

The Lettings Contract should then be signed and returned to the school. The school shall be in receipt of these signed copies before a letting takes place.

The person applying to hire the premises will be invoiced for the cost of the letting, in accordance with the Governing Body’s current scale of charges. The school will seek payment in advance in order to reduce any possible bad debts. An official receipt will be issued for all payments received. All lettings fees received will be paid into the school’s individual bank account. The income and expenditure relating to lettings should be clearly recorded by the school and reported under the guidelines for Consistent Financial Reporting.

The Head Teacher on behalf of the Governing Body has the right to refuse an application, and no letting should be regarded as “booked” until approval has been given in writing and payment received in full. The reason for refusal should be recorded on the bottom of the application for lettings form and fully explained to the enquirer.

# Charging and Remissions

The school does not charge for activities other than those for which the local authority invoices the school, or for which direct charges are made (e.g. Residential trips to field study centres). However, parents may be asked if they can make a contribution to both regular and occasional activities such as the weekly swimming sessions or visits to places of educational interest. Indeed, without such contributions many such activities might not be possible. However, no pupil will be prevented from taking part in any event if the parent is unable to provide the finance.

The school has four minibuses which are used for a wide variety of functions and visits, but which are largely maintained by the school. Fund-raising events are a very necessary part of subsidising additional activities. Parents are encouraged to play an active part in fund raising. We have been pleased in the past to have had much valued support and co-operation from parents, other groups and individuals, and we hope that this will continue in future.

# Non-residential Visits

Trips within school, time and/or visitors into school:

1. A charge may be made for visitors or non-residential activities taking place during school/college hours.
2. An activity is deemed to take place during school hours if 50% or more of the time occupied by that period, together with any connected travel time falls during school/college hours.

*School hours do not include the break in the middle of the school day.*

Trips outside school time (optional extras):

1. If the visit takes place outside school/college hours, school/college may charge parents for travel and other expenses.
2. A charge will be made for optional extras.
3. Participation in any optional activity will be on the basis of parental choice and a willingness to meet such expenses will be on a voluntary contribution basis (see below).
4. Where a charge is made, it will not exceed the actual cost of providing the optional extra activity, divided equally by the number of pupils willing to participate. Nor in cases where a small proportion of the activity takes place during school/college hours, may it include the cost of alternative provision for those pupils who do not wish to participate.
5. The cost can include:
	* + travel costs
		+ materials, books, instruments and other equipment
		+ non-teaching staff costs
		+ insurance costs.

# Residential Visits

A residential visit is defined as: ‘One which requires the child/young person taking part, to spend one or more nights away from their usual overnight accommodation’ Part vi, Chapter iii, 462 1996 Education Act.

1. The school/college may charge parents for the cost incurred for board and lodgings for residential visits.
2. Participation in any optional activity will be on the basis of parental choice and a willingness to meet such expenses will be on a voluntary basis (see below)
3. Where a charge is made, it will not exceed the actual cost of providing extra activity, divided equally by the number of child/young person willing to participate.
4. The cost for residential trips can include an appropriate element for:
	* + travel costs
		+ board and lodging
		+ materials, books, instruments and other equipment
		+ non-teaching staff costs
		+ both teaching and non-teaching staff board and lodging costs
		+ entrance fees to museums, castles, theatres, etc.
		+ insurance
5. Full remission for board and lodging may be given where parents are in receipt of one or more of the following:
	* + income support
		+ family credit
		+ an income-based job seekers allowance
		+ disability allowances

# Practical Subjects

Practical subjects such as sewing, art and cooking require substantial levels of consumable resources. Parents may be asked to contribute towards or be required to supply ingredients and materials if they have indicated in advance a wish to own the finished product.

# Tuition in the playing of a musical instrument

1. A charge may be made in respect of individual tuition in playing any musical instrument, even if such tuition takes place during school hours, except where it is provided to fulfil the requirements for a syllabus for a prescribed public examination or the requirements of the National Curriculum, when it must be provided free.
2. School will charge individual parents for any hire charges incurred.
3. Where there is a charge to be made for musical tuition or the hire of instruments, parental consent will be obtained before a child is given that tuition.

# Transport

No charge shall be made in respect of transport provided during school hours by the school where transport is incidental to a child’s education. A charge will be made for any transport incidental to an optional extra activity.

# Voluntary Contributions

1. Voluntary contributions may be sought from parents for any school activity.
2. Any request for a voluntary contribution will make clear:
	* + that there is no obligation to contribute
		+ that a child/young person will be treated equally, regardless of any contribution received
		+ the contribution per pupil which is required in order that the activity takes place
		+ the implication of possibly cancelling the visit or activity if sufficient contributions are not received.
3. Where major expense is involved or when deposits have to be paid by the school to secure future activities or events, a deposit may be requested from parents. This should be in the region of 10% of the total cost. This will only be refunded to parents if the school or relevant outside agency decided to cancel the event.

# Milk Money

This is paid at the beginning of each term. Children who receive Free School Meals will receive free school milk. Children under the age of 5 also receive free milk.

# School Meals Income

Parents have the choice whether their child has a school meal or brings a packed lunch. Charges for school meals are made on either a daily or weekly basis, for children who are not entitled to Free School Meals.

# Monitoring & Review

Overall responsibility for the operation of the procedure lies with the Head Teacher. The effectiveness of the procedure will be formally reviewed and monitored as a minimum on a yearly basis to ensure that it continues to meet the requirements of The Dales School and that it reflects best practice and statutory legislation as appropriate.