



Tilston Parochial  
CE Primary School

Bringing out the Best in Everyone.

'Encourage one another and build each other up.' Thessalonians 5:1

## Charging, Letting and Remissions Policy

EQUALITY SCHEME EQUALITY IMPACT ASSESSMENT FOR CHARGING AND REMISSIONS POLICY		
Staff / Committee involved in development:	Finance Committee	
For use by:	Staff, Governors and Parent/Carers	
This policy relates to statutory guidance:	DFE Charging for School Activities May 2018	
Key related Tilston Policies:	School Lettings Policy Pupil Premium Policy	
<b>Equality Impact Assessment:</b> Does this document impact on any of the following groups? If YES, state positive or negative impact, and complete an Equality Impact Assessment Form or action plan and attach.		
Groups:	Yes/ No	Positive/Negative impact
Disability	No	
Race	No	
Gender	No	
Age	No	
Sexual Orientation	No	
Religious and Belief	No	
Gender Reassignment	No	
Marriage & Civil Partnership	No	
Pregnancy & Maternity	No	
Other	No	
<b>Reviewed by</b>	Full Governing Body Meeting	
<b>Agreed by</b>	Full Governing Body Meeting	
<b>Next Policy review date</b>	June 2025	
A copy of this form, and any related impact assessment form or action plan must be sent to the school office		

## **Lettings**

The Governing Body promotes the usage of school premises outside of normal school hours for the following:

- School functions and school related activities, meetings of the TSA and Governing Body or fund-raising events for the benefit of the school
- Church organisations (Church Holiday Club)
- Other uses approved by the Governing Body

Other uses are those that are consistent with the aims of the school. Priority will be given to activities that benefit the children of the school and the school community.

### **How is the policy implemented and monitored?**

- New lettings will be approved by the Headteacher and reported at full Governors' meetings ([Hiring Application – Appendix M](#)).
- No lettings will be made without a completed hiring agreement and supporting documents and the hirer will be reminded of their contractual obligations. In line with LA recommendations, school will check that a formal group or organisation has public liability insurance with a minimum indemnity level of £5 million ([Hire Agreement – Appendix N](#)).
- Before any hiring or letting occurs, a risk assessment will be completed and agreed by the Headteacher ([Risk Assessment – Appendix O](#)).
- The letting of classrooms will only be permitted by prior arrangement.
- Regular checks will be made by the school staff to ensure that hirers meet their contractual obligations, for example, appropriate use, damage, facilities left in a clean and tidy state.
- The termination notice period will be 14 days for a single event, and half a term for a regular booking. In the event of breach of contract, termination can be immediate.
- The Buildings Committee will review the policy and lettings of the school during the Spring term every two years.
- Currently, the school facilities are only used by non-profit making organisations and organisations that benefit school; therefore, no charges are made.
- Where charges apply, charges will be made in line with comparable, local facilities.

### **Safeguarding**

Where governing bodies agree to hire out the premises to organisations or individuals, they should ensure that appropriate arrangements are in place to keep children safe:

- the hazards that may result in harm
- the risk factors
- the persons at risk (e.g. pupils of the school)
- current control measures
- any further action required to control the identified risks

As part of the assessment, the governing body should always consider other site- or activity- specific measures to incorporate into the risk assessment.

When letting premises, the governing body are responsible for checking the necessary documentation:

- activity risk assessment
- proof of DBS (disclosure and barring service) certification (which is required as standard by all groups who have children or vulnerable adults)
- Evidence of qualifications and public liability insurance certificates
- Child protection policies

### **School Charging National Guidance**

School governing bodies and local authorities, **cannot** charge for:

- An admission application to any state funded school - paragraph 1.9 (n) of the 'School Admissions Code 2012' rules out requests for financial contributions as any part of the admissions process;
- 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<sup>1</sup>, or part of a syllabus for a prescribed public examination that the pupil is being prepared for at the school, or part of religious education;
  - Instrumental or vocal tuition, for pupils learning individually or in groups, unless the tuition is 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; and
- Examination re-sit(s) if the pupil is being prepared for the re-sit(s) at the school.

Schools and local authorities **can** charge for:

- Any materials, books, instruments, or equipment, where the child's parent wishes him/her to own them;
- Optional extras (see page below);
- Music and vocal tuition, in limited circumstances;
- Certain early years provision
- Community facilities

### **Voluntary Contributions**

At Tilston Parochial Primary we attach great value to learning from direct experiences. This is greatly enhanced when the children can be taken to a site that offers the opportunity to witness and be involved in activities that are not available in the immediate vicinity.

Such activities usually involve the expense of travel, and often incur admission charges. When deciding whether or not an activity can be charged for, Cheshire LA's flow chart on Charging for School Activities should be followed.

More information can be found in Cheshire's Policy and Guidance Documents for Safety in Physical Education and Educational Visits and Overnight Stays.

Nothing in legislation prevents a school governing body or local authority from asking for voluntary contributions for the benefit of the school or any school activities. However, if the activity cannot be funded without voluntary contributions, as a school we will make this clear to parents at the outset. We will make it clear to parents that there is no obligation to make any contribution. No child will be excluded from an activity simply because his or her parents are unwilling or unable to pay. If insufficient voluntary contributions are raised to fund a visit, or the school cannot fund it from some other source, then it will be cancelled. We will ensure that we make this clear to parents. If a parent is unwilling or unable to pay, their child will still be given an equal chance to go on the visit.

The following is a list of additional activities organised by the School, which require voluntary contributions from Parents. These activities are known as "optional extras". This list is not exhaustive.

- Sporting coaches
- Artist working with the children
- Musical workshop
- Swimming tuition
- Dance workshop
- Outside speakers
- Real life History experiences
- Outside learning; trips

It would be impossible for every trip / curriculum enhancement to be funded purely from the school budget, or from the School Fund. Therefore, to meet the cost of curriculum based ventures in school time, we will ask for a voluntary contribution from parents. The letter requesting the contribution should make it clear to parents that the contribution is voluntary, that no child will be excluded because their parent has not contributed, but that such trips cannot take place without sufficient voluntary contributions from parents:-

*Legislation requires that the cost of educational visits has to be covered by voluntary contribution from parents. We have to explain that should you decide not to contribute the full amount of the voluntary contribution, the law states that your child is still entitled to take part in the visit. In reality however, we will not be able to run any educational visits if any parents decide against contributing as we have no alternative source of funding.*

[\(Appendix A\)](#).

In the event of a parent not paying this contribution, the child will not be excluded from the trip. However, if sufficient funds are not available to fund the trip then it may be cancelled.

We will endeavour to be aware that financial hardship may not always be apparent to the school and that matters for payment for any trip will be treated in a sympathetic and discreet manner.

## **Music Tuition**

There is a charge for individual or group music tuition if this is not part of the National Curriculum. The peripatetic music teachers teach individual or small group lessons. We make a charge for these lessons. We give parents information about additional music tuition at the start of each academic year and there is a link on the music page which can be found on the school website.

## **Swimming**

The school organises swimming lessons for all children in Key Stage 2. These take place in school time and are part of the National Curriculum. We ask for a nominal charge for this activity. We inform parents when these lessons are to take place, and we ask parents for their written permission for their child to take part in swimming lessons. If Parents do not pay, as this is a National Curriculum area, the child will still be able to go swimming.

## **After School Sports/Activity Clubs**

The School offers after school clubs at a charge of £5.50 for each session. Clubs run half termly and will be available to all children.

## **After School and Early starters**

The school provides out of hour care from 8:00am to school time and from school time to 5:30pm. This is available to children who attend the school. The cost is £5.50 per Early Starter session and £5.50 for each 1 hour session of the After School Club.

Bookings will close at noon each Friday for the following week. Late bookings can be made by telephoning the school office. However, cancellations need to be made by noon on the Friday of the previous week otherwise a cancellation fee of £5.50 will be applied to each booking.

## **Bad Debt Policy**

### **Purpose:**

This policy will enable the school to keep control of debts. It will also clarify the procedures for dealing with debts.

When bad debts occur:-

1. In the first instance the School Business Manager, Mrs Weaver, will issue a reminder at her discretion. (copies of letters kept)
2. Should the debt continue to be outstanding the Headteacher will negotiate for its payment through written correspondence.

3. If the debt remains and is less than £25 the Headteacher, with the consent of the Chair of Governors, will cancel, replace, or write-off the debtor's account.
4. The written-off amount could be debited against the school's budget to offset any credit received if an external invoice (via CWAC) was raised that remains unpaid.
5. The write-off bad debts will be reported to the governing body with full explanation of the reasons for the write-off.
6. It is understood that the Local Authority will not pursue any debt of less than £25.

Any debt that is over £25 will need to be considered by the Finance Committee.

### **Provision of School Meals**

Meals and refreshments are currently provided by Edsential. A school meal costs £3.10

Payment is due by the Friday of any week that school dinners are taken or paid in advance.

In all cases, the policy **is that all establishments will be invoiced by their catering company for all meals/refreshments supplied and any debt remains the responsibility of the establishment.**

In the case of meals/refreshments supplied to schools the following draft protocol is suggested to cover those circumstances where parents' have not paid for their children's meals.

### **PROTOCOL FOR NON PAYMENT OF SCHOOL MEALS (PAID MEALS)**

This is a protocol to cover circumstances where parents' have not paid for their children's' school meals for a period of time.

The school should identify non-payment and investigate the reason for non-payment and enquire whether the family is eligible to receive Free School Meals. If so, the parents should be advised to make an application via the Cheshire West and Chester Contact Centre.

If the pupils are entitled to free school meals the application will **not** be backdated. The school needs to ascertain the first day of eligibility and still pursue any outstanding debt from the parents.

**If the school is concerned about the wellbeing/welfare of the pupil(s) at any stage in this process, they should contact the appropriate Cheshire West Council services for advice and guidance.**

### **N.B. – these services are not involved in the procedures for the recovering of debt**

Throughout any stage of these processes, schools may agree a payment by instalment process with the parents that would negate the need for further action to be taken. Should that agreement then break down, the Protocol would be reintroduced.

It may be necessary to manage the situation more closely in schools where more than one child from the same family receives school meals (where a substantial debt can accumulate quickly), and where there is a known history of bad debt.

Protocol to be followed:-

**Step 1. Parent fails to pay for their child's school meals using the online payment system after 1 week.**

Each week, the school office check the online payment system to ascertain whether parents are in credit with their payment for school lunches. Where parents have not settled what they owe in total, a text message reminder will be sent out.

**Step 2: After 2 weeks, the parent fails to pay for their child's school meals using the online payment system and the amount owing is greater than £25.**

Where the amount owing is greater than £25, the office staff will send out a text message making clear that payment needs to be made in full before the end of that week.

**Step 3. Parent fails to pay for pupil's school meal and this continues for a 3 week period**

A reminder letter ([Appendix B](#)) on school headed notepaper should be sent to the parents after 3 weeks for which income has not been received. In the fourth week, a second letter should state that provision of school meals may be withdrawn if no payment is forthcoming ([Appendix C](#)).

**Step 4: Parent fails to pay for pupil's school meal and the debt has been apparent for up to 5 weeks.**

The school will send a letter on school headed paper (to be sent as soon as possible during the fifth week without payment) to the parent requesting that payment be made forthwith and within 7 days ([Appendix D](#)). **The letter must also state that if payment is not made then meals will not be provided to their child/children from the start of the following week and that the parent must make alternative lunchtime arrangements e.g. provision of a packed lunch.**

NB School will not continue to provide meals on the basis that payment has been promised. **See comments under step 5.**

**Step 5. Parent continues not to pay for school meals – Meals have now been provided for six weeks without payment.**

a) Under these circumstances, meals would have continued to have been provided for the 6 week period and the debt will be mounting per child – with a family the debt could be significantly more.

b) The deadline stated in the second letter has now expired and if the parent has not paid, alternative arrangements should now be in place for the pupil's lunch. If alternative arrangements are not in place on the first

day of the week the school need to remind the parents to supply a packed lunch.

***c) If on the second day of that week, after a reminder has been given, no packed lunch has been provided, the kitchen staff will prepare a sandwich and fruit and the child will have access to drinking water.***

**Step 6. Parent continues not to pay for pupil's school meal beyond the 6 week period and after the second letter has been sent**

a) If, after exhaustive efforts, the school is not able to recover the debt that mounted up prior to meals being stopped, the school would request an external invoice to be raised.

**1. The school should also ensure that a further letter on school headed paper is issued at this stage, stating that if a packed lunch is NOT provided by the Parents, the matter may be referred to Cheshire West Council Agencies by the school should the situation continue for a further week.**

b) Cheshire Shared Services - Income Team will help in creating a new customer within the financial systems and raising invoices as necessary.

c) If the debt continues, a schedule of 'bad debts' may appear and if non-payment is confirmed, the school will need to decide whether to 'write-off' the debt **(they would stand the cost)** – or whether to ask CWAC to take legal proceedings against the parents.

**CAREFUL CONSIDERATION BY THE GOVERNING BODY WOULD NEED TO BE GIVEN TO THIS BEFORE REACHING SUCH A DECISION**

**Step 7.** Procedure should the school breach this guidance and decide to continue to provide a school meal and the non-payment continues during the period after an external invoice has been sent and possible legal proceedings are initiated.

If pupil(s) have continued to receive meals without payment **this will therefore be at the school's cost.**

**SCHOOLS WOULD NEED TO CONSIDER VERY CAREFULLY THE REASONS FOR CONTINUING TO PROVIDE A SCHOOL MEAL UNDER SUCH CIRCUMSTANCES ANY DEBT CONTINUES TO REMAIN THE RESPONSIBILITY OF THE SCHOOL.**

The Local Authority would not be involved in any debt recovery should the school continue to provide meals after stage 4 has been instigated.

**Protocol for Payment of Early Starters and After School Club**

It may be necessary to manage the situation more closely where more than one child from the same family attends (where a substantial debt can accumulate quickly), and where there is a known history of bad debt.

**Protocol to be followed:-**

**Step 1** – The School Business Manager enters the sessions used onto the online payment system on a Monday proceeding the week from when the sessions were used. A text is sent to parents alerting them to the new amount owing.



**Step 2 – Parent fails to pay for their child’s club attendance using the online payment system or childcare vouchers 3 weeks after the due date.**

Where parents have not paid what they owe, a text reminder will be sent out.

**Step 3 – Parent fails to pay or make contact the School Business Manager 4 weeks after the due date.**

A second reminder text and email is issued and this gives a date (normally 5 school days from issue) from when a child will no longer be accepted at sessions if the invoice remains unpaid. The email also suggests that parents/guardians speak with the School Business Manager if they have any reasons for not paying or any difficulties in paying.

Example Email – ‘You have an overdue amount of £\_\_\_ due for Early Starters/After School Club. Access to our Early Starter and After School Clubs will be refused if this invoice remains unpaid. Please contact our School Business Manager if you think you will have difficulty in paying the invoice or require further information’.

**Step 4 – Parent fails to pay or give a valid reason for non-payment to the School Business Manager 5 weeks after the due date.**

A third text and email is issued stating that the child will no longer be able to attend Early Starters or After School Club. A paper copy will also be sent via the pupil. The email and paper letter also suggests that parents speak with the School Business Manager if they have any reasons for not paying or any difficulties in paying. The School Business Manager and Head Teacher decide if a child/family require the out of school club for any welfare reasons or if they have a genuine reason for non-payment. The child is removed from the booking system if agreed this is appropriate.

Example Email – ‘You have an overdue payment of £\_\_\_ for Early Starters/After School Club. Your child is not allowed to attend further sessions until this invoice is settled. Your child will be removed from the booking system. Once the invoice is paid, you may request that your child is re-instated onto the booking system. If you are experiencing any problems with paying this invoice or require more information, please contact the School Business Manager’.

**Step 5 – Parent still fails to pay and no valid reason for non-payment is made known to the School Business Manager or Head Teacher.**

An email informing parents that their child has been removed from the booking system so cannot attend any sessions is issued. It also states that they will need to request that their child be re-instated onto the booking system once outstanding amounts have been paid. The School Business Manager and Head Teacher decide whether to pursue the debt or write it off. If the debt is not written off, an external invoice will be raised through CWAC and texts and/or emails detailing the amounts owed will be regularly sent to the parent and will show on the online payment system when the parent logs in.

**Step 6 – Parent pays and then requests that their child is re-instated onto the booking system.**

The School Business Manager and Head Teacher decide whether to allow re-instatement onto the booking system, to allow re-instatement but with a restriction that future bookings are paid for in advance or refusal of the request.

## **Protocol for Payment and Non-Payment of Bluebell Nursery Fees**

Currently, all children are entitled to 15 hours free Government childcare in the term after they turn 3. They may also claim 30 hours, if they are eligible. Application needs to be made through DfE.

Any additional childcare hours over and above the child's entitlement will be charged at £5.50 per hour. These are invoiced every half term and payable two weeks prior to the end of the half term. There will be no refunds in respect of missed sessions due to sickness, holidays, or other family occasions, as staffing is contractual and constant.

Where a child attends for a full day, up until 3.30pm, there is also a lunch session charge for the additional 30 minutes of £2.75. Children who attend morning sessions also have the option to extend the session until 12.30 and pay £2.75 for this. Also, parents may opt to collect at 3pm to reduce the full day to 6 hours rather than 6.5 hours. Further childcare hours taken (over and above the 15 or 30 hour entitlement), including the lunch session, may be paid for via vouchers from the parent's employer or via Tax Free Childcare vouchers, whichever the parent signs up with. For any optional extras, such as trips or school dinners, that are run via outside providers, these costs are extra and not considered as 'childcare' and therefore paid through our online payment system, School Money.

The school has a clear procedure for the recovery of non-payment. However, we encourage parents to make contact with the School Business Manager or Head Teacher where their circumstances change and they find themselves in financial difficulties. We would rather put something into place early, rather than the debt grow and become unmanageable.

Where an invoice for additional hours is unpaid by the due date, the parent/guardian will be sent a text reminder and letter 1 (Appendix F). If the invoice remains unpaid, letter 2 (Appendix G) will be issued within 2 weeks. Finally, if the invoice remains unpaid, letter 3 (Appendix H) which states that the additional hours will be withdrawn and the debt may well be sent to debt recovery within Cheshire West and Chester.

**Example Paragraph added to letter to Parents**

Voluntary Contribution

Legislation requires that the cost of educational visits has to be covered by voluntary contribution from parents. We have to explain that should you decide not to contribute the full amount of the voluntary contribution, the law states that your child is still entitled to take part in the visit. In reality however, we will not be able to run any educational visits if any parents decide against contributing as we have no alternative source of funding. If you are in receipt of free school meals or feel that you are unable to meet the voluntary contribution in full, please see your child's teacher or make an appointment with the Headteacher.

**Example Letter 1 to Parents about non-payment of School Dinners**

Date:

Dear Parent/ Carer

Our records show that as at --/--/--, you have an overdue amount of £---- for school dinners for ----- (statement attached).

School lunches should be paid for by the Friday of the week that school lunches are taken or paid in advance.

The cost of a school lunch is currently £3.10 per day/£15.50 per week. If you do not wish your child to have a school meal, please provide him/her with a packed lunch.

We would be grateful if you could arrange to clear this debt within 7 days.

Yours sincerely,

K Mort  
Headteacher

**Example Letter 2 to Parents about non-payment of School dinners after 4 weeks**

Date:

Dear Parent/ Carer

Our records show that you still have paid dinner money for -----.

As at --/--/--, you have an overdue amount of £---- for school dinners for -----  
(statement attached).

School lunches should be paid for by the Friday of the week that school lunches are taken or paid in advance.

The cost of a school lunch is currently £3.10 per day/£15.50 per week. If you do not wish your child to have a school meal, please provide him/her with a packed lunch.

Please be aware that if this debt is not settled within the next 7 days, you may well have to make alternative arrangements for your child by providing him/her with a packed lunch.

If you have any queries regarding these arrears, please contact the School Business Manager or Head Teacher immediately.

Yours sincerely,

K Mort  
Headteacher

**Example Letter 3 Example Letter of non-payment of School dinners after 5 weeks**

Date:

Dear Parent/ Carer

Our records show that you have not paid dinner money for your child  
....., despite two previous written reminders.

As at ..... our records show a debt of £.....

Please arrange for this money to be paid immediately by making a payment via our  
online payment system, School Money.

The cost of a school lunch is currently £3.10 per day/£15.50 per week.

The cost of a School meal is £..... and £..... per week.

Since non-payment for school meals affects the quality of service we offer to all of the  
children in the school, we need to ensure that all payments are up-to-date and I am  
afraid that if the debt is not cleared within the next 7 days, it will not be possible to  
provide your child with a school meal from --/--/-- and you will need to provide your  
child with a packed lunch.

The School reserves the right to begin legal proceedings to recover the debt if it is not  
paid in full. If you have any queries regarding these arrears, please contact the School  
Business Manager or Head Teacher immediately.

Yours sincerely,

K Mort  
Headteacher

## Example Early Starters/After School Club Fees Letter – Step 6

Dear Parent/Carer

Your account for (Child's Name) has an outstanding payment of £\_\_\_\_\_ despite previous texts/emails being sent.

You will not be able to make online bookings, advance bookings will be cancelled and your child will not be allowed access to any Early Starter or After School Club sessions until this invoice is settled. Please do not cause embarrassment or upset by asking them to attend a session as they will be refused access.

Your child has been removed from the booking system. When the outstanding amount has been settled, you may request for your child to be re-instated onto the system.

If you are going to have any difficulties in paying the outstanding invoice or you think a payment has been made, please speak with the School Business Manager or Head Teacher.

The School Business Manager and Head Teacher may, in accordance with the schools Charging and Remission Policy, to recover this debt.

Yours sincerely

K Mort  
Head Teacher

## Example Nursery Fees Letter 1

Dear Parent/Carer

Our records show that there is an outstanding balance of £\_\_\_\_ on your nursery fee account.

This is from your invoice number \_\_\_\_, which was issued on \_\_/\_\_/\_\_.

Please make payment for the full total of £\_\_\_\_ within the next 7 days to avoid any further action.

If you are experiencing any difficulty paying your invoice then please let us know so we can discuss options to help you. If you have any further questions, please do not hesitate to contact either Tracy Weaver our School Business Manager or myself.

Yours sincerely

K Mort  
Head Teacher



## Example Nursery Fees Letter 2

Dear Parent/Carer

Further to our letter dated --/--/--, there is still an outstanding balance of £\_\_\_\_\_ On your nursery fee account.

In accordance with our Charging, Lettings and Remissions Policy, we now ask that you do not bring your child in to nursery for the additional hours they are currently using until your outstanding balance is paid in full.

Please can you contact me on 01829 250204 to discuss your account. Failure to do this within 7 days from the date of this letter, will result in your child's place in these extra hours being withdrawn and your outstanding balance may well be passed onto a debt recovery agency within Cheshire West and Chester Local Authority.

Yours sincerely

K Mort  
Head Teacher

## Appendix H

### Example Nursery Fees Letter 3

Dear Parent/Carer

Further to our letters dated --/--/-- and --/--/--, there is still an outstanding balance of £\_\_\_\_ on your nursery fee account for the extra hours you currently use.

As you have not attempted to make any form of contact with us, we have no option other than to follow our Charging, Letting and Remissions Policy and to remove your child's nursery place for those additional hours you use. We have the right to refer your outstanding balance to a debt recovery agency within Cheshire West and Chester Local Authority.

If you have any further questions or wish to discuss this decision, please contact me on 01829 250204.

Yours sincerely

K Mort  
Head Teacher

**TILSTON PAROCHIAL CE PRIMARY SCHOOL**  
**SCHOOL PREMISES HIRING APPLICATION**

To the Head Teacher of the above-named School acting as the Owner's Agent

1. I \_\_\_\_\_  
of (address) \_\_\_\_\_  
telephone number/s (day time and evening) \_\_\_\_\_

hereby apply for the hire of the following parts of the premises of the above-mentioned school:

from \_\_\_\_\_ am/pm on \_\_\_\_\_  
until \_\_\_\_\_ am/pm on \_\_\_\_\_  
for the purpose of \_\_\_\_\_

2. I agree to pay for such hire the following sums, namely:

Hire charge \_\_\_\_\_

3. Not more than \_\_\_\_\_ persons shall be allowed on the premises during the hiring.

4. I have read, understood and agree to observe and perform the Hiring Conditions attached to this application.

5. I enclose the following documents with this application and confirm that their contents are true, accurate and up-to-date:

Risk assessment for our proposed activity  
Copy of Public Liability Insurance

6. I confirm that I have seen evidence that enhanced CRB checks have been carried out on all appropriate individuals responsible for the proposed activities and I am satisfied that based on this information they do not present a risk to children.

7. This hiring is on behalf of \_\_\_\_\_

whose authority I have to bind them by signing this application on their behalf.

Signed \_\_\_\_\_

Dated \_\_\_\_\_

**NOTE: All arrangements for use of the School Premises are subject to the Owners and/or the Agent reserving the right to cancel bookings when the School Premises are required for use by the School or are rendered unfit for the intended use howsoever caused**

# Tilston Parochial CE Primary School

## School Premises Hiring Agreement: Hiring Conditions

**The Hirer should retain the Hiring Conditions and return the Hiring Application to the School Office**

### **SCHOOL PREMISES HIRING AGREEMENT – HIRING CONDITIONS**

1. In this Agreement:
  - 1.1 “the Owners” means Cheshire West & Chester Council of County Hall Chester CH1 1SF
  - 1.2 “the Agent” means the Head Teacher.
  - 1.3 “the Hirer” means the person signing the application form and in addition any organisation for whom he/she is stated in such form to be representing. The liability under this Agreement of such person and such organisation shall be joint and several.
  - 1.4 “the School Premises” means the above-mentioned School or any part of it
2. The Hirer shall:
  - 2.1 not permit more than the number of persons stated in the application form to be in the School Premises at any one time.
  - 2.2 not use the School Premises or the relevant part thereof other than for the purposes and at the times stated on the application form.
  - 2.3 accept that this Agreement is personal to the Hirer and any organisation which he/she represents and is not assignable and no other person or organisation shall be permitted to use or share the School Premises under the terms of this Agreement. It constitutes permission only to use the School Premises and confers no tenancy or other right of occupation on the Hirer.
  - 2.4 not permit any animals to be brought onto or kept on the School Premises.
  - 2.5 comply with and observe the School's no-smoking policy on all parts of the School Premises including its grounds (not just in that part of the School Premises hired under this Agreement).
  - 2.6 indemnify and keep the Owners indemnified against all personal injury claims damage to the School Premises and/or damage or loss of any property on the School Premises occurring in relation to the hiring or while persons are entering or leaving the School Premises pursuant to the hire however and by whomsoever caused and shall obtain public liability insurance cover in a minimum sum of £5m for the period of hire. A copy of such insurance cover must accompany the application form and be submitted to the Agent at least 48 hours before the hiring.  
The only exception to the above insurance requirement is if the Hirer is an individual person hiring for sole use, or a loose-knit group using the building for the benefit of the community. In these circumstances the Agent can exempt the Hirer from the need to have Public Liability insurance, providing risk management controls are in place.  
For the loose-knit community groups a risk assessment must be completed by the hirer for the activity itself and submitted to the Agent with the application form.
  - 2.7 accept that the Owners shall not be responsible for any loss, theft or damage to any property arising out of the hiring nor for any loss, damage or injury which may be suffered by or be done or happen to any person using the School Premises during or in relation to the hiring arising from any cause whatsoever or for any loss due to any breakdown of machinery, failure of supply of electricity, leakage of water, fire, government restriction, requirement of the Local Authority or Act of God which may cause the

- School Premises to be temporarily closed or the hiring to be interrupted or cancelled and the Hirer shall indemnify the Owners against any claim which may arise out of the hiring or which may be made by any person using the School Premises during or in relation to the hiring in respect of any such loss, damage or injury.
- 2.8 accept that the use of the School Premises is in common with the Owners and any other persons authorised by them and the right at any time to enter the School Premises and remain on the premises during the hiring is reserved to the Owners and the Agent.
  - 2.9 shall ensure that at all times good order is kept on the School Premises.
  - 2.10 not use school equipment without the Agent's specific consent. Any telephone calls on the school 'phone must be paid for unless they are genuine emergency calls.
  - 2.11 accept that the Owners or the Agent may put a stop to any activity on the School Premises which in their opinion is not properly conducted or which may infringe the Hirer's obligations set out in this Agreement and shall be entitled to cancel the booking whether before or during the hiring without notice or refund of any fees paid.
  - 2.12 ensure that no bolts, nails, screws, bits, pins, spikes or other objects shall be driven into the fabric or furnishings of the School Premises nor shall any articles be affixed thereto.
  - 2.13 ensure that no structural alterations whatsoever shall be made to the School Premises.
  - 2.14 ensure that no footwear shall be worn which could damage the surface of any floor. Any marks from black shoes must be removed at the end of each hiring/session of use.
  - 2.15 leave the School Premises in a clean and orderly state at the end of the hiring or each session of use.
  - 2.16 ensure that all property brought onto the School Premises during each hiring is removed on the expiration of the hiring or each session of use. The Owners shall not be responsible for any property left behind and reserve the right to charge extra while it is on the School Premises.
  - 2.17 ensure that no slogans, advertisements, flags, emblems or decorations shall be displayed outside the School Premises whether affixed to the same or free standing and the Hirer shall remove any slogan, advertisement, flag, emblem or decoration displayed inside the School Premises if in the opinion of the Agent it shall be unlawful, unseemly, libellous or expose the School Premises to an undue risk of fire or is likely to lead to a disturbance or is otherwise regarded as inappropriate.
  - 2.18 ensure that no exits are blocked or chairs or obstructions are placed in corridors or fire appliances are removed or tampered with and the Hirer shall ensure that users of the School Premises are aware of the locations of emergency exits and fire-fighting equipment. The Hirer shall co-operate in fire drills from time to time.
  - 2.19 ensure that any lights or other electrical apparatus which shall be connected to the electrical installation in the School Premises shall be properly insulated and fused and electrical plugs and sockets shall not be overloaded. All must be fully electrically tested and comply with the current Electricity at Work Regulations. No unauthorised heating appliances shall be brought onto the School Premises or used in them.
  - 2.20 ensure that the playground is not used for parking other than with the specific consent of the Agent.
  - 2.21 comply with all conditions attached to any music or dancing licence and any theatre licence for the School Premises. A copy of each such licence may be seen on application to the Agent and the Hirer shall be deemed to have had notice of all such conditions and shall indemnify the Owners against all losses, costs, damages and expenses resulting from any failure to comply with the same.

- 2.22 strictly comply with all legal requirements regarding the sale and consumption of alcoholic liquor, the performing of plays and the exhibition of cinematograph films and shall not infringe any copyright subsisting under the Copyright Act 1956. The Owners or the Agent shall be entitled to require proof that the provisions of this clause have been complied with 48 hours before the hiring. All legal requirements of Gaming and Lottery legislation shall similarly be observed without infringement.
- 2.23 ensure that all scenery and costumes used for stage performances and the like are fire-proofed.
- 2.24 if the hiring includes the use of the School kitchen ensure compliance with all such conditions as the Owners or the Agent may prescribe at the time of the hiring.
- 2.25 ensure that nothing shall be done on the School Premises which shall endanger other users or invalidate any insurance cover relating to the School Premises.
- 2.26 ensure that any activities involving children comply with all relevant legislative, local Children's Services, local authority and Ofsted requirements as are appropriate including the necessity of obtaining CRB disclosure checks on all adults in attendance for the Hirer's activities when children are on the School Premises.
- 2.27 comply with any guidance on acceptable/unacceptable behaviour produced by the Agent or other representative of the Owners and provided to the Hirer
- 2.28 at all times during the hiring comply with the School's security fire and health and safety arrangements as brought to the Hirer's attention and ensure that any specific instructions in relation to site security are carried out in accordance with such instruction
- 2.29 the Hirer must be responsible at his/her own expense for carrying out his/her own risk assessment with regard to the hiring

This hiring agreement may be terminated by either party giving to the other one month's notice in writing, such notice from the Hirer to be served on the Agent for the time being or his/her successor and such notice served by the Owners or the Agent to be served on the Hirer or the Hirer's representative at the address stated in the Hiring Application form (service by fax or email not being acceptable)

Notice to have immediate effect may be served by the Owners or the Agent in the event of mis-use, damage caused to property, fixtures and fittings or damage to persons or other fundamental breach of these terms and conditions

**Signatories**

**Agent**

Signed/Name/Position: \_\_\_\_\_

Dated: \_\_\_\_\_

**Hirer**

Signed/Name: \_\_\_\_\_

Dated: \_\_\_\_\_



Establishment: \_\_\_\_\_  
 Risk Assessment for: \_\_\_\_\_  
 (Name of Activity) \_\_\_\_\_  
 Carried out by: \_\_\_\_\_  
 Position: \_\_\_\_\_  
 Date: \_\_\_\_\_

Has a risk assessment been carried out for this activity before?

No  
 (Delete as  
 Applicable)

If yes, on which date was this carried out? \_\_\_\_\_

**Please note, ALL risk assessments must be retained for a period of 21 years, to provide evidence for CWaC in the case of any future insurance.**

Details of Activity	
Persons Considered (Identify who could be at risk – e.g. pupils, staff, visitors etc.)	
Hazards Identified with this Activity Identify what could reasonably cause harm and how.	Control Measures Required Decide on suitable control measures for each significant hazard, and list below.
<b>Site Security, Buildings and Contents</b> (E.g. Who will be responsible for unlocking and locking premises for use by a third party? Have the volunteers, hirers or staff been suitably trained in the fire evacuation procedures? Who will have access to secure areas – e.g. school office?)	

<b>Hazards Identified with this Activity</b> Identify what could reasonably cause harm and how.	<b>Control Measures Required</b> Decide on suitable control measures for each significant hazard, and list below.
<b>Training</b> (E.g. Have all staff and volunteers had an appropriate induction? Are staff and volunteers competent to carry out the proposed activity? What training have staff and volunteers received? How often are training records reviewed? Documented training records for all staff and volunteers should be retained.)	
<b>Supervision</b> (E.g. Are the adult-to-child and tutor-to-student ratios appropriate for the age group and activity being undertaken? If children are involved, have <u>all</u> staff and volunteers been CRB checked? What back-up arrangements are in place to cover staff sickness?)	
<b>Health and Safety</b> (E.g. Will there be access to First Aid provision and supplies? What will the accident reporting procedures be? Will any hazardous substances be used during the activity? What fire and evacuation procedures are in place? How will waste be disposed of? Will any specialised clothing, footwear or other Personal Protective Equipment (PPE) be required for the activity? How will this be provided and by whom?)	
<b>Machinery and Equipment</b> (E.g. Has the required testing of electrical and gas-powered equipment been undertaken? Is the equipment appropriate for the activity? A documented inspection system should be in place to aid the County Council's defence in the event of an insurance claim. Will there be any lifting or air-pressured equipment in use, which will require statutory inspection?)	



<b>Hazards Identified with this Activity</b> Identify what could reasonably cause harm and how.	<b>Control Measures Required</b> Decide on suitable control measures for each significant hazard, and list below.
<b>Environment</b> (E.g. Who will be responsible for ensuring that floors, walkways and corridors are kept clear? Who will ensure that personal belongings are stored safely and appropriately? A documented inspection system should be in place to assist the County Council's defence in the event of an insurance claim.)	
<b>Playing Fields and Paths</b> (E.g. Who will check playing fields and paths for debris, glass or dog faeces before use? Who will be responsible for gritting paths and other walk-ways in cold weather? What weather conditions would make the activity inappropriate or dangerous? A documented inspection system should be in place to assist the County Council's defence in the event of an insurance claim.)	
<b>Other</b> (I.e. Are there any other specific hazards not covered by the categories above?)	
The risk is acceptable and no further action beyond those currently in place and listed above is required.	<b>Yes</b> (Delete as Applicable)
Further action is required to reduce the risk further.	<b>No</b> (Delete as Applicable)

Signed .....

Date for Next Review \_\_\_\_\_