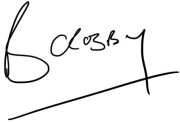


# WHITBY SCHOOL

## CHARGING & REMISSIONS POLICY FOR SCHOOL ACTIVITIES AND LETTINGS

Document Status			
Date of Next Review	Autumn 2026	Responsibility	Governing Body (or Resources Committee where this is established)
Success Criteria for review completion	Approval by Governors September 2025	Responsibility	Chair of the Governing Body
Date of Policy Creation NYC Adapted - Sept 2025 Lettings updated from School Finance Manual Information August 2021		Responsibility	Governing Body (or Resources Committee where this is established)
Date of Policy Adoption by Governing Body		<div></div> <div>Signed:</div>	
Method of Communication (eg, Website, Staff Bulletin, Shared Staff Google Drive)			

This policy takes guidance from the DfE Policy – ‘Charging for School Activities’ and Local Authority guidance on school lettings. Sections 449-462 of the Education Act 1996 set out the law on charging for school activities in schools maintained by local authorities in England. This guidance complements the guidance laid out in section 6.7 of the Governance Handbook. **This Policy will be reviewed on an annual basis by the School’s Finance Committee (or Governing Body) and will be adjusted in line with new Government or Local Authority recommendations. It sets out the school’s position on charges, remissions and lettings.** Where the school chooses to apply a charge for a particular activity then it should make information available to parents as to how the charge has been calculated as well as details of support for those on low incomes or in receipt of specific benefits.

### **Activities Schools CANNOT Charge For**

The following list of activities cannot be charged for by school governing bodies and local authorities:

- an admission application to any state funded school (paragraph 1.9(n) of the School Admission Code 2014 rules out requests for financial contributions as any part of the admissions process);
- education provided during school hours (including the supply of essential materials, books, instruments or other equipment; sports activities such as swimming lessons and professional coaching; author visits);
- education provided outside school hours if it is part of the National Curriculum, 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;

- e) entry for a prescribed public examination, if the pupil has been prepared for it at the school; and
- f) examination re-sit(s) if the pupil is being prepared for the re-sit(s) at the school.

### **Activities Schools CAN Charge For**

Schools and local authorities can charge for the following:

- a) Any materials, books, instruments, or equipment, where the child's parent wishes him/her to own them, ie, a charge can be made to cover the cost of materials or ingredients required for design or food technology subjects where parents have indicated in advance that they would like their child to bring home the finished product;
- b) Optional extras (see section below);
- c) Music and vocal tuition, in limited circumstances (see section below);
- d) Certain early years provision; and
- e) Community facilities.

### **Voluntary Contributions and Responsibilities of Staff**

A school can request voluntary contributions for the benefit of the school or any school activity.

The Headteacher or Governing Body should, from the outset, make clear to parents:

- if an activity is reliant upon voluntary contributions and cannot be funded from any other sources;
- that there is no obligation to make a contribution as it is voluntary, not compulsory;
- that the activity will be cancelled if insufficient contributions are received to fund it; and
- the school's policy for allocating places on school visits.

A child should not be excluded from an activity if his/her parents are unwilling or unable to pay and indeed their child should still be given an equal chance to go on the visit. Parents must not be made to feel pressurised into paying as it is a voluntary not compulsory contribution and schools should not send colour coded reminder letters or direct debit/standing order mandates when requesting contributions.

### **Optional Extras**

Charges can be made for providing materials, books, instruments or equipment where an optional extra is being provided. Participation in optional extra activity is a matter of parental choice and a willingness to meet the charges. Parental agreement is a necessary pre-requisite for the provision of an optional extra where charges will be made.

Optional extra charges may be made in the following circumstances:

- Education that is not part of the National Curriculum, or part of a syllabus for a prescribed public examination that the pupil is being prepared for, or part of religious education is provided outside of school time;
- Examination entry fee(s) if the registered pupil has not been prepared for the examination(s) at the school;
- Transport, other than that required to take the pupil to school or to other premises where the local authority/governing body has arranged for the pupil to be provided with education;
- Board and lodging for a pupil on a residential visit; and
- Extended day services offered to pupils (for example breakfast club, after-school clubs, tea and supervised homework sessions).

**In calculating the cost of optional extras an amount may be included in relation to:**

- any materials, books, instruments, or equipment provided in connection with the optional extra;

- the cost of buildings and accommodation
- non-teaching staff;
- teaching staff engaged under contracts for services purely to provide an optional extra (including supply teachers); and
- the cost, or a proportion of the costs, for teaching staff employed to provide tuition in playing a musical instrument, or vocal tuition, where the tuition is an optional extra.

**The charge per pupil should not:**

- exceed the actual cost of providing the optional extra divided equally by the number of pupils participating;
- include any form of subsidy for other pupils wishing to participate whose parents are unwilling or unable to pay the full charge
- include the cost of any alternative provision for other pupils not wishing to participate in the optional extra where a small proportion of the optional extra takes place during school hours; or
- include the costs of supply teachers contracted to cover for teachers who are away from school accompanying pupils on a visit as they are seen to be providing education during school time, not an optional extra.

**Music Tuition**

Although the law states that, in general, all education provided during school hours must be free, instrumental and vocal music tuition is an exception. The Charges for Music Tuition (England) Regulations 2007 set out the circumstances in which charges can be made for tuition in playing a musical instrument, including vocal tuition. Charges may now be made for vocal or instrumental tuition provided either individually or to groups of any size provided that the tuition is provided at the request of the pupil's parent. Charges may not exceed the cost of the provision, including the cost of the staff that provides the tuition. Charges may not be made where the teaching is either an essential part of the national curriculum, or is provided under the first access to the Key Stage 2 Instrumental and Vocal Tuition Programme. Charges may not be made in respect of a pupil who is looked after by a local authority (within the meaning of section 22(1) of the Children Act 1989).

**Transport**

Schools cannot charge for:

- a) Transporting registered pupils to or from the school premises, where the LA has a statutory obligation to provide transport;
- b) Transporting registered pupils to other premises where the governing body or LA has arranged for pupils to be educated;
- c) Transport that enables a pupil to meet an examination requirement when he/she has been prepared for that examination at the school; and
- d) Transport provided in connection with an essential educational visit.

**Residential Visits**

Schools cannot charge for:

- a) Education provided on any visit that takes place during school hours (provided by school) which pupils need to attend;
- b) Education provided on any visit that takes place outside school hours if it is part of the National Curriculum, 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; and

c) Supply teachers to cover for those teachers who are absent from school accompanying pupils on a residential visit.

Schools can charge for board and lodging but the charge must not exceed the actual cost.

### **Eligibility for Remission for Residential Visits**

Section 200 of the Education Act 2002 outlines the eligibility to entitlement for board and lodging costs for residential visits. When a school informs parents about a forthcoming trip, they should make it clear that parents who can prove that they are in receipt of certain benefits will be exempt from paying the cost of board and lodging: The current criteria is the same as for Free School Meals;

- Universal Credit, provided you have an annual net earned income of no more than £7,400, as assessed by earnings from up to three of your most recent assessment periods (£616.67 per month)
- Income Support
- Income-based Jobseeker's Allowance
- Income-related Employment and Support Allowance
- support under part six of the Immigration and Asylum Act 1999
- the guaranteed element of Pension Credit
- Child Tax Credit, provided you are also not entitled to Working Tax Credit and have an annual household gross income that does not exceed £16,190 (as assessed by HMRC)
- Working Tax Credit run-on, paid for four weeks after you stop qualifying for Working Tax Credit.

Children who get paid these benefits directly, instead of through a parent or guardian, may also be exempt from paying the cost of board and lodging.

### **Education Partly During School Hours**

Where an activity takes place partly during and partly outside school hours, there is a basis for determining whether it is deemed to take place either inside or outside school hours. A charge can only be made for the activity outside school hours if it is not part of the National Curriculum, not part of a syllabus for a prescribed public examination that the pupil is being prepared for at the school and not part of religious education.

#### **Non-Residential Activity**

If at least 50% of the non-residential activity occurs during school hours then it is deemed to take place during school hours. Travelling time is included in the calculation if the travel itself occurs during school hours. School hours do not include the break in the middle of the day.

Where less than 50% of the time spent on an activity falls during school hours, it is deemed to have taken place outside of school hours.

Example: An excursion to a theatre production involves the pupils leaving school an hour before the end of the school day but the activity does not finish until late in the evening. This will be an activity deemed to have occurred outside of school hours.

#### **Residential Visits**

In the case of a residential visit, if the number of school sessions taken up by the visit is equal to or greater than 50% of the number of half days spent on the visit, it is deemed to have taken place during school hours – even if some activities take place late in the evening. Whatever the start and finish times of the school day, Regulations require that the school day is divided into two sessions. A “half day” means any period of 12 hours ending with noon or midnight on any day.

Example 1: Pupils are away from noon Wednesday to 9pm Sunday. This counts as 9 half days including 5 school sessions. The 5 school sessions are more than 50% of the number of half days spent on the visit therefore the visit is deemed to have taken place during school hours.

Example 2: Pupils are away from noon Thursday to 9pm Sunday. This counts as 7 half days including 3 school sessions. The 3 school sessions are less than 50% of the number of half days spent on the visit therefore the visit is deemed to take place outside school hours.

### **Important Note:**

Any sums payable by parents for optional extras such as unpaid nursery fees, extended school provision, etc, to which parents have agreed in writing, or for board and lodging, shall be recoverable as a civil debt and may also be subject to late payment charges.

### **Late Payment Charges:**

Charges will be levied at the higher of **£5.00 or 5%** of the outstanding debt, to cover associated administration costs.

### **Miscellaneous Charges (other than for pupils/students)**

### **LETTINGS**

Charges for lettings will be reviewed annually by Governors and will be in line with those in the North Yorkshire County Council Schools' Finance Manual. Lettings will be based upon the following principles:

- (i) the school premises represent a significant capital investment and should be fully utilised
- (ii) the premises are a valuable community resource
- (iii) educational usage constitutes the main priority
- (iv) a profit margin would be welcome when derived from private or commercial usage but is not the objective when facilitating educational activity by designated users.

New applicants wishing to use any of the premises will be vetted, as appropriate to their request, before a contract with them is offered. Full contact details will be required and the Local Authority's terms and conditions relating to such contracts will apply for lettings and hire of the premises. The termination notice period for a single event should be 14 days (minimum, where possible) and half a term for a regular booking. In the event of breach of contract, termination may be immediate.

All formal hiring of the school premises, including those for which no charge is made, shall be documented by an appropriately trained member of staff and the relevant Site Manager will receive a schedule of lettings booked. Hirers must complete a hire agreement/lettings form, provided by the school and will receive a copy of the conditions of hire. The hire agreement is a contract which Governors may enforce in law.

In arriving at the charges for lettings and hiring of the premises, the school Form will use the following principles:

- (i) statutory users will be charged an amount commensurate with the costs incurred to the school
- (ii) designated users will be charged no more than the cost incurred
- (iii) private users will be charged on a cost-plus income margin to enable income generation that can contribute towards wear and tear incurred and the replacement of furnishings/equipment, enabling the sustainability of lettings and hire
- (iv) there will be parity of treatment for similar users
- (v) overall, the cost of letting facilities should be recovered from users.

For the purpose of charging, the Governing Board, Headteacher, or member of staff to which this duty is suitably delegated, will be empowered to determine to which group any particular individual or organisation belongs. The basis of charging will be determined by the purpose for which a letting is arranged as per the Local Authority's guidelines. Charges are available on request from the school and will be reviewed each year. The Governing Body reserves the right to require a deposit over and above the hiring charge as provision against damage to the premises (including any equipment) or the premises being left in an unacceptable condition, necessitating additional costs for cleaning, caretaking or other expenses. The school will seek to recover any costs incurred which were unavoidable and resulted directly from a cancelled letting. There may not always be a continuous caretaking presence during lettings, but the Governing Body reserves the right to insist upon this where the nature of the hiring may leave the school vulnerable to theft or damage. The Governors will review and update, where appropriate, the lettings and room hire charges each year. Increases will take account of the rise in site staff pay and any other relevant, inflationary rises of which the school is informed by the Local Authority or supplier of a service relevant to the letting. The charges payable shall be those applying at the time of the hiring and not at the time of application. The Governing Body will be mindful of their responsibilities in safeguarding the school from bad debt. Therefore, payment at the time of booking will be the preferred option. Cheques or cash are both acceptable and, in all cases, official receipts will be issued. The extension of credit may be allowed to local organisations and individuals where the school is satisfied that these are credit-worthy. The school reserves the right to withdraw credit facilities where prompt payment is not received. In all cases, where credit is extended, an official invoice will be issued. The Governors will not normally extend credit for lettings where the invoice value is less than fifty pounds (£50). The member of staff responsible for booking in lettings will refer any queries or concerns regarding the creditworthiness of person(s) or groups wishing to hire the premises to the Business & Resources Manager or Head of School.

### **Value Added Tax Regulations**

A: The sporting services covered includes things like:

- Lettings of sports facilities
- Sports block bookings
- Sports-related education/tuition
- Sports equipment hire

B: The VAT treatment of such sporting supplies is now non-business (ie 'outside scope') for VAT purposes, therefore if your establishment falls into one of the above categories (B) and you supply the sporting services in (A) above, then you may need to change the VAT treatment of those supplies you make. There are specific criteria relating to the various sporting services you may provide, and these will determine whether the non-business VAT treatment can be applied. The criteria can be found in Appendix 1 below. If the sporting services you provide fall within any of the categories described in Appendix 1 (a) to (h), then you will need to start applying the new 'outside scope' VAT treatment with immediate effect.

### **Appendix 1**

#### **Examples of Activities accepted as non-business ('outside scope') for VAT purposes:**

1. **Sports Lettings** – The hire of a sports facility by an individual or club for sports use, including a recurring series of lets, previously covered by the '10 or more lets' rule.
2. **Lettings of sports facilities to a business** – For instance, aerobics or yoga instructors, five-a-side football league, etc. The non-business treatment will apply provided the business uses the facility for the benefit of individuals taking part in sport.
3. **Lettings of non-sports facilities for sports use** – For example, a school hall let to an individual or club to take part in a sports activity, such as badminton, table tennis, etc. Such lettings will qualify for the

non-business treatment ONLY if the school/LA has set up the room for use as a sports or leisure facility prior to the start of the hire period (see 'Room/space hire' below).

4. **Long-term leases of sports facilities** – The non-business treatment applies to a lease where what is leased is a LA-maintained and managed facility. However, non-business treatment will not apply to a simple lease of a sports facility where the tenant takes the responsibility for its maintenance and management.
5. **Letting a park for a sports event** – Although LAs generally run parks under powers provided by other legislation, it is accepted that the hire of a park for a Parkrun, cycle race, etc., is sports use. The non-business treatment may apply ONLY if the LA has set up the space for the specific sports activity prior to the start of the hire period (see 'Room/space hire' below).
6. **Sports tuition and sports-related education** – For example, swimming lessons, sports coaching courses (including the provision of a sports coach to a third party to run such courses).
7. **Outdoor pursuits centres** – Where the supply is expressly one of sporting and leisure activities, such as canoeing, climbing, bouldering, etc., with instruction and/or equipment, this is within the scope of the non-business treatment. However, where the supply is clearly one of education, such as classroom-based learning, this is a supply of education that is VAT-Exempt.
8. **Letting of sports goods** – The letting by a LA of appropriate sports equipment in conjunction with the letting of the sports facility to which that equipment relates – for example, badminton rackets, table tennis bats, ice skates, etc. – can be treated as closely related to the provision of the sports services and therefore treated as non-business.

#### Examples of activities excluded from the non-business ('outside scope') treatment:

1. **Room/space hire** – although the legislation covers the provision of premises for sports, leisure and recreational uses, HMRC's view is that where the room is not set up for participation in a sporting or leisure activity – for instance, a club hires a room for a meeting or social event – this remains the hire of a room which will either be VAT-Exempt.
2. **Sale of sports goods** – the non-business treatment does not apply to the sale of sports goods – for example, shuttlecocks, tennis balls, swimming goggles, etc.

#### Appendix 1 – Reprographics Charges

Charges for department photocopying are as follows:

Printing/Copying	A4	A3	A2	A1	Per Sheet	A4	A3	A2	A1
B/W Repro	1p	2p	-	-	Coloured Paper	2p	4p	-	-
B/W Self Service	5p	10p	-	-	White Card	6p	12p	-	-
B/W Laser	10p	20p	-	-	Coloured Card	10p	20p	-	-
Colour	28p	40p	-	-	Printed Acetate	60p	-	-	-
Large Format Gloss	-	-	£3.30	£6.60	White Paper (Ream)	£5.00	£10.00	-	-
Laminating	55p	£1.10	-	-	Card (Pack)	£10.00	-	-	-
Binding	60p	-	-	-	Foam Board	85p	£1.65	£3.30	£6.60

Private photocopying charges are (staff and students only):

Printing/Copying	A4	A3	A2	A1	Per Sheet	A4	A3	A2	A1
B/W Repro	5p	10p	-	-	Coloured Paper	2p	4p	-	-
B/W Self Service	5p	10p	-	-	White Card	6p	12p	-	-
B/W Laser	10p	20p	-	-	Coloured Card	10p	20p	-	-
Colour	28p	40p	-	-	Printed Acetate	60p	-	-	-
Large Format Gloss	-	-	£3.30	£6.60	White Paper (Ream)	£5.00	£10.00	-	-
Laminating	55p	£1.10	-	-	Card (Pack)	£10.00	-	-	-
Binding	60p	-	-	-	Foam Board	85p	£1.65	£3.30	£6.60

\*External photocopying charges are:

Printing/Copying	A4	A3	A2	A1	Per Sheet	A4	A3	A2	A1
B/W Repro	5p	10p	-	-	Coloured Paper	2p	4p	-	-
B/W Self Service	5p	10p	-	-	White Card	6p	12p	-	-
B/W Laser	10p	20p	-	-	Coloured Card	10p	20p	-	-
Colour	28p	40p	-	-	Printed Acetate	60p	-	-	-
Large Format Gloss	-	-	£3.30	£6.60	White Paper (Ream)	£5.00	£10.00	-	-
Laminating	55p	£1.10	-	-	Card (Pack)	£10.00	-	-	-
Binding	60p	-	-	-	Foam Board	85p	£1.65	£3.30	£6.60

\*All external charges are subject to VAT charges

### **Private telephone calls and use of school resources for personal purposes**

Staff and others using a school telephone for personal reasons may do so, with prior agreement from the Headteacher/Business Manager, at the rate charged by the telephone supplier. Other resources may be permitted for use by individuals where this has been agreed in advance with the Headteacher and is in keeping with School business and requirements. A contribution to cover the cost of this use will normally be expected and agreed in advance of such use.

### **Freedom of Information Requests**

The standard costs to be used in the calculation of fees for requests under the Freedom of Information Act will follow the charging regime set out in Appendix 2.

## **Appendix 2**

### **STANDARD COSTS TO BE USED IN THE CALCULATION OF FEES FOR SPECIFIC REQUESTS FOR COPIES UNDER THE FREEDOM OF INFORMATION ACT**

Staff time	£25.00 per hour
Photocopying/Printing costs	10p per copy
Postage costs	1 <sup>st</sup> class at cost or original estimate, whichever is the lesser amount
Other items such as relevant translation	As per cost value

### **CHARGING REGIME**

Fee is less than £5.00	No charge will be made
Cost of fee between £5.00 and £450.00	If the cost to service a request is estimated at between £5.00 and £450.00 (including staff hours) then a charge for non-staff costs as above will be made.
Cost of fee is over £450.00 (*)	If the cost to service a request is estimated to cost in excess of £450.00 (more than 17 staff hours plus £25 disbursements) then the full cost, including staff time at the above rate, will need to be charged.
Aggregation of Requests (**)	If two or more requests are received within 60 consecutive working days, for the same or similar information either from the same person or different persons who appear to be acting



	as part of a campaign, then the charges will be aggregated. Once the cost exceeds £450.00 then the full costs, including staff time, will need to be charged.
Mixed Requests	If a request is received in which the information is covered by more than one access to information regime then, for the purposes of calculating fees, it is necessary to separate out the constituent parts of the request to determine what fee may be charged. The above charging regime is applicable to the FOI element.

**\*Where the fee is calculated at over £450.00**

Section 16 (1) requires the County Council to provide advice and assistance, "so far as it would be reasonable to expect the authority to do so, to persons who propose to make, or have made, requests for information"	Stage 1 – If the request is particularly wide-ranging, and therefore likely to be expensive to answer, the County Council must discuss this with the applicant to see if the question could be refined to a more manageable level to bring it below the £450 limit.
	Stage 2 – If after providing advice and assistance, as required under Section 16, the request is still over the appropriate limit the County Council can either turn the request down or answer the request and charge a fee.
	Or where the County Council decides to provide the information and charge a fee, and does not have other powers to do so, the County Council can charge on the basis of the costs outlined above, as well as the cost of informing the applicant whether the information is held and communicating the information to the applicant.

\*\*Further detailed guidance is available from the Veritau department at North Yorkshire Council.

### **Hire of the Premises**

The Governing Body is committed to ensuring the efficient use of the school's premises and making them available for use by the local community. However, the overriding aim of the Governing Body is to support the school in providing the best possible education for its pupils, the promotion of equality and opportunity and the community cohesion of the local area. Any hiring out of the premises to outside organisations will be considered with this in mind.

### **Definition of a Hire Arrangement**

A hire arrangement may be defined as: "Any use of the school buildings or grounds by parties other than the school and its partners. This may be a community group (such as a local football team) or a commercial organisation (such as a local "Weight Watchers" branch)."

The following activities fall within the day to day business of the school and are not considered to be hire arrangements.

- Governing body meetings
- Extra-curricular activities arranged by the school for pupils
- Parents' meetings

The costs arising from these uses are therefore a legitimate charge against the school's delegated budget.

### **Types of Hire Arrangements**

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

- School Hire Arrangements for activities for pupils or their parents/carers that provide educational benefit to pupils that the school wishes to subsidise;
- Community Hire Arrangements for other community activities which should be made on the basis of full cost recovery; and

- Commercial Hire Arrangements will be charged on a cost plus an income margin for the school.

Applications from young persons under the age of 18 must include the name, address and signature of the guarantor who shall be over the age of 18. The person signing the application form will be considered to be the Hirer and in doing so will be in acceptance of the terms and conditions of the hire arrangement. A record of all enquiries shall be kept on file.

Application will be approved with consideration to:

- the priorities for hire arrangements agreed by Governors and set out in the school's hire arrangements policy
- the availability of the facilities and staff
- the school's equal opportunities, health and safety, child protection policies
- the health and safety considerations such as numbers of users, type of activity, qualifications of instructors etc.

Once a hire arrangement has been approved, confirmation will be sent to the Hirer. The Hirer will be invoiced for the cost of the hire arrangement in accordance with the Governing Body's current scale of charges. We will seek payment in advance in order to reduce any possible bad debts and/or a deposit to cover damage. An official receipt will be issued for all payments received. All hire arrangement fees received will be paid into the school's bank account. The income and expenditure relating to hire arrangements shall be clearly recorded by the school and reported under the guidelines for Consistent Financial Reporting. The Headteacher on behalf of the Governing Body has the right to refuse an application and no hire arrangement shall be regarded as "booked" until approval has been given in writing and payment received in full. The reason for refusals shall be recorded on the application form and fully explained to the enquirer.

## **Charges**

Whilst recognising that the school has a statutory duty to ensure that it does not suffer a net loss in hiring out accommodation, the Governors seek to set a scale of charges at a reasonable level that is not unduly onerous for those organisations within the community that operate on a voluntary basis. Charges are set out in the Schedule of Charges. The scale of charges shall be reviewed by the Governing Body for implementation from the beginning of the next financial year – ie, 1 April of that year. The details of current charges shall be provided in advance of any hire arrangement being agreed and users shall be given 28 days' notice in writing of any variation to charges. For the purpose of charging, the Headteacher is 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 hire arrangements, as they deem appropriate. The basis of charging will be determined by the purpose for which the hire arrangement is arranged. The charges payable shall be those applying at the time of the hiring and not at the time of application. The school reserves the right to require a deposit over and above the hiring charge that equates to 25% as a surety against damage to the premises (including any equipment) or the premises being left in an unacceptable condition necessitating additional costs for cleaning, caretaking or other expenses. Within 14 days of the end of the hire arrangement the deposit shall be refunded to the Hirer subject to any deductions that may be made for loss or damage to school premises/equipment. The school is constrained by law to apply value added tax to all transactions where this is appropriate. The school will seek to recover any cost incurred by the school that is unavoidable and results directly from the cancellation of a hire arrangement. The timescale and charges for cancellations are set out in the Terms and Conditions of Use.

## **Management of Hire Arrangements**

The Governing Body has delegated day-to-day responsibility for hire arrangements to the Headteacher, in accordance with the Governing Body's policy. Where appropriate, the Headteacher may delegate all or part of this responsibility, such as security, child protection, etc to other members of staff, whilst still retaining overall responsibility for the hire arrangements process. If the Headteacher has any concern about whether a particular request for a hire arrangement is appropriate or not, he will consult with the Chair of the Governing Body. The school should ensure that the terms of any contract for hire arrangements such as sports activities, theatre

groups, cubs and scouts, etc that will require the contractor to employ staff or use volunteers to work with, or provide services for children, regardless of whether they attend the school or not, also requires the contractor to adopt and implement the measures described in this guidance. The school shall also monitor the contractor's compliance. An annual report on hire arrangements will be made available to the Governing Body, on request.

### **Security**

The Headteacher has delegated authority to determine the security risk for each hire arrangement and shall be responsible for allocating a continuous security presence or other control measure. Entry to the school shall be agreed in advance with the Site Manager for access at the agreed time. For security reasons, the school keys shall not be available to the Hirer. The Hirer must use only that area of the premises hired and must observe any instructions given by the school concerning the areas available and unavailable. The Hirer shall not have access to the school's landline telephone and shall be required to have access to their own mobile phone for emergencies.

### **Conduct of Users**

The Hirer shall be present at all times during the hire and shall be responsible for the maintenance of good order; special attention shall be given to:

- the behaviour of those in attendance;
- the interests of residents in the neighbourhood so that they are not disturbed or caused any inconvenience;
- other functions being held elsewhere on school premises so that they are not interfered with;
- all those in attendance vacating the premises in an orderly manner and by the finishing time as stated on the application form.
- smoking and vaping is not allowed within the school's perimeter
- animals, other than Guide Dogs, are not permitted anywhere on the school premises except with the express approval of the Governing Body.

### **Indemnity and Insurance**

Neither North Yorkshire Council nor the school shall be liable for any injury or damage to persons or property upon its premises (so far as they are legally able to do so) sustained during the hire. The Hirer shall agree to indemnify North Yorkshire Council, its employees and agents and the school against all actions, proceedings, claims, damages, awards or costs in respect of loss, damage, death or personal injury during the period of hire or before or after that time unless such death or injury occurs as a result of the negligence or breach of duty of North Yorkshire Council, the school or their agents or employees. The Hirer must be covered by public liability insurance policy with a minimum limit of £5 million including damage to the premises and its contents. It shall be necessary to produce documentary evidence of the cover when booking. The Governing Body may at its discretion waive this requirement where the Hirer is an individual or small informal group of individuals (not using the school buildings for commercial or business purposes) who do not fall within the following definition and are not able to obtain public liability insurance:

- members of any club, association or society which operates by subscription or entry fee;
- any charity or individual organisation, carrying on business with a view to profit.

### **Cancellation**

The Governors may end a booking arrangement by giving the User three months written notice to expire at any time.

The Governors may end the agreement immediately by notice given by them:

1. If at any time any payment due remains unpaid for more than 28 days after becoming due.
2. If the user fails to remedy any breach of any conditions as set out in the terms and conditions of hire after being required to remedy such breach by 28 days' notice in writing.
3. If the User breaches any of the conditions as set out in the terms and conditions of hire which in the opinion of the Governors is incapable of being remedied and the Governors state this in a notice given by them.

4. In extreme cases the Governors may terminate this agreement summarily without notice if it has been shown that the User has not ensured that suitable arrangements are in place with regard to the safeguarding of children, vulnerable adults and child protection in line with the requirements of current legislation and any North Yorkshire Council safeguarding procedures. The school may not refund monies paid if the terms and conditions of hire are not adhered to. The school shall not be held liable or be required to pay compensation for any loss sustained as a result of or in any way out of the cancellation of the hire.

### **Appeals Procedure**

If a Hirer has a hire arrangement application rejected or agreement withdrawn, they have the right to appeal to the Governing Body. The appeal should be made in writing and will be presented at the next full meeting of the Governing Body. The Hirer will be informed of any action and/or decision taken by the Governing Body. The Governing Body's decision is final.

### **Complaints Procedure**

If a Hirer is dissatisfied with any aspect of the service they have received, they should at the earliest opportunity attempt to resolve this with the staff at the school. Every effort will be made to resolve disputes between parties quickly and effectively. In the event of a dispute, the complainant should proceed as follows:

1. The relevant member of staff should be contacted to try to resolve the problem.
2. If the matter cannot be resolved satisfactorily, the Headteacher should be contacted.
3. If the matter remains unresolved, the complaint must be submitted in writing to the Headteacher.
4. Where the Headteacher has failed to satisfy the complainant, the Governing Body (or a committee or an individual governor where delegated to do so) may review the case.

Having exhausted the steps above, all unresolved disputes or differences shall be referred to a single arbitrator who shall be determined by the school's Governing Body.