

Trust Policy

Charging, Remissions and Lettings Policy

Approver: Finance and Resource Committee
Review Cycle: Biennial

Revision History			
Date	Version	Short Description of Changes	Approved by:
Feb 2021	V1.0	Trust wide policy adopted	F&A Committee
Apr 2021	V1.1	Charging structure slightly amended,	F&A Committee
Jan 2022	V1.2	Updated to include VAT information. Appendix 1 updated	F&R Committee
Dec 2023	V1.3	Letting charges updated	F&R Committee
Nov 2024	V1.4	Policy reviewed, rewritten	Trust Board

This Policy Applies To:

Secondary Schools
Primary Schools
Centralised Trust Employees
Agency Staff & Contractors
Trustees & Governors

Applicable to:	All staff
Development and Consultation:	Developed in line with Delta Academies Trust Policy
Dissemination:	Via Staff Hub
Implementation:	To be used when arranging lettings or visits etc
Training:	As and when if needed
Review Frequency:	Biennial
Based on:	Delta Academies Trust Policy and this policy v1.3
Policy Author:	Chief Operating Officer
Executive Policy Owner:	Chief Operating Officer
Approval by:	Trust Board
Version:	2.0
Approval Date:	20 November 2024
Next Review Due:	November 2026

If you require this policy in a more accessible format please contact the Trust Compliance Officer on compliance@coastandvale.academy

Executive summary text for current policy version:

Policy name updated to reflect remissions.

Charging Policy has been rewritten, following the policy in place at Delta Academies Trust. Appendices have been reviewed and changed. Appendix covering school specific arrangements and booking confirmation have been removed. Appendix for schools to customise to reflect their own charging schemes added. Appendices have been renumbered.

Schools need to review their websites to ensure that they publicise the cost of school meals. Schools need to add details to Appendix one and make this available.

Contents

Charging Policy	- 4 -
Introduction	- 4 -
Aim.....	- 4 -
Activities for which charges cannot be made	- 4 -
Activities for which charges may be made	- 5 -
Remissions and refunds	- 7 -
Refunds.....	- 8 -
Voluntary Contributions	- 8 -
Other charges	- 8 -
School Meals.....	- 9 -

Lettings.....	- 9 -
Conduct of Users	- 9 -
Indemnity and Insurance.....	- 9 -
Cancellations	- 10 -
Complaints Procedure	- 10 -
VAT Regulations	- 10 -
Safeguarding.....	- 10 -
Appendix 1: Charges as determined by each school	- 12 -
Miscellaneous Charges (other than for learners)	- 12 -
Lettings	- 12 -
Appendix 2: Terms and Conditions for Use of School Premises	- 13 -
Appendix 3: Hire Arrangements Checklist for Hirer	- 19 -
Appendix 4: Hire Arrangements Checklist for School Staff	- 20 -
Appendix 5: Forms	- 21 -
Form H1: Application For Hire Of Educational Premises Or Grounds.....	- 22 -
Form H2: Information & Instructions to Organisers of Events held on Trust Property	- 24 -

Charging Policy

This Policy will be reviewed on a biennial basis by Trustees and will be adjusted in line with new Government or Local Authority recommendations. It sets out the Trust's position on charges, remissions and lettings.

Coast and Vale Learning Trust (the Trust) will adhere to the Data Protection Principles and other legislative requirements set out in the Data Protection Act 2018, General Data Protection Regulation, and related information governance legislation.

Introduction

This policy applies to charges made to staff/parents/learners, for facilities used by private individuals and third-party organisations that use the Trust's facilities or premises.

This policy sets out what charges will be levied for activities, what remissions will be implemented and the circumstances under which voluntary contributions may be requested from parents/carers.

For our schools, the Principal/Headteacher is responsible for the implementation of this policy.

This policy is for administration, teaching and support staff and parents/carers. As part of their school induction and professional development, relevant members of staff will participate in training, which will enable them to apply the procedures and principles defined in this policy.

Aim

As a Trust we aim to :

- Make activities accessible to all learners regardless of family income;
- Encourage and promote external activities which give added value to the curriculum;
- Respond to the wide variations in family income while not placing additional unexpected burdens on a schools budget

For the purposes of this document, 'Parent' is taken to include any parent, carer or person with parental responsibility for a learner.

Activities for which charges cannot be made

The Trust recognises that legislation prohibits charges for the following in respect of registered learners at its schools:

- 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, or part of a syllabus for a prescribed public examination that the learner is being prepared for at the school, or part of religious education.

POLY014 - Charging Remissions and Lettings Policy - v2.0			Organisation: Coast and Vale Learning Trust	Page 4 of 24
Date: 20/11/2024	Version: v2.0	Review Date: Nov 2026		

- Tuition for learners learning to play musical instruments, if the tuition is required as part of the National Curriculum, or part of a syllabus for a prescribed public examination that the learner is being prepared for at the school.
- Entry for a prescribed public examination, if the learner has been prepared for it at the school.
- Education provided on any trip that takes place during school hours that is part of the National Curriculum or an examination course.
- Education provided on any trip 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 learner is being prepared for at the school, or part of religious education.
- Supply teachers to cover those teachers who are absent from the school accompanying learners on National Curriculum or examination courses.
- Transporting registered learners to or from the school premises, where in the past, the local education authority has had a statutory obligation to provide transport.
- Transporting registered learners to other premises where the school or in the past, the Local Education Authority, has arranged for learners to be educated.
- Transport that enables a learner to meet an examination requirement when he or she has been prepared for that examination at the school.

No charge shall be made in respect of admission to the school unless it is for the purpose of:

- Part time education for persons over compulsory school age.
- Full time education for persons over compulsory school age.
- Teacher training.

Activities for which charges may be made

The Principal/Headteacher may invite parents and others from time-to-time to make a voluntary contribution to the school's work, to allow the offer of activities or experiences which otherwise might not be possible.

In any request for voluntary payments it must be clear from the terms in which it is made that:

- There is no obligation to make a contribution.
- That learners will not be treated differently according to whether or not their parents have contributed to the planned activity.
- That if there are insufficient contributions received to cover the cost of including all learners who wish to participate, the activity will not go ahead.
- Where an activity takes place outside of school hours and does not form part of the Curriculum or examination syllabus, this is classed as an optional extra and parents can be asked to meet the full cost of these activities.

The Principal/Headteacher may ask parents/carers to meet the costs of the activities detailed in the table below.

POLY014 - Charging Remissions and Lettings Policy - v2.0			Organisation: Coast and Vale Learning Trust	Page 5 of 24
Date: 20/11/2024	Version: v2.0	Review Date: Nov 2026		

The charges will:

- be made after consultation with parents/carers;
- not exceed the cost of the provision;
- be set after an assessment of the profitability of any new activity and to ensure the recovery of overheads; and
- be proportional for each learner/pupil.

Every effort will be made to ensure that all information defines costs and activities as simply and clearly as possible and is communicated well in advance, to enable families to plan for any charges.

Activities will not be confirmed until parental/carer agreement has been received. This must be by return of a signed reply slip.

Activity	Note
Board and lodging on residential trips	Information about activities and costs to be distributed to parents/carers well in advance of any trip, to enable financial planning by the family to take place
The proportionate costs for any learner on activities wholly or mainly outside school hours ('Optional extras') to meet the costs of: <ul style="list-style-type: none"> • Travel • Materials and equipment • Non-teaching staff costs • Entrance fees • Insurance costs 	Information about activities and costs to be distributed to parents/carers well in advance of any trip, to enable financial planning by the family to take place
Vocal and musical instrumental tuition	Charges to cover additional costs incurred by the school, beyond any element covered by public funding
Re-sits for public examinations where no further preparation has been provided by the school	
Examination fees where a learner fails without good reason to sit an exam	After consultation with parents/carers
Any other education, transport or examinations where no further preparation has been provided by the school	

Activity	Note
Any other education, transport or examinations fee unless charges are specifically prohibited	
Breakages, repairs and replacements as a result of damage caused wilfully or negligently by the learner	Charges may be made after consultation with parents/carers and will not exceed total replacement /repair costs
Extra-curricular activities and clubs	Charges to cover the additional costs incurred by the school, beyond any element covered by public funding
Any extended school activity	Charges to cover the additional costs incurred by the school, beyond any element covered by public funding
Damage/ vandalism / loss to and of school property or services	Charges may be made after consultation with parents/carers and will not exceed total replacement /repair costs
Replacement of any damaged parts caused by learners setting off fire alarms for a prank	A charge may be made to a learner who deliberately triggers the fire alarm knowing there to be no fire.

Remissions and refunds

As far as resources allow, the school will support learners and their families to participate in the full range of activities, which will be offered as part of the curricular and extra-curricular provision. This applies particularly to those learners whose families receive support payments, such as those detailed below. While each case for support will be reviewed sympathetically, and in full confidence, the school itself has only limited resources at its disposal, and will seek to use these resources prudently to affect the greatest number of its learners.

Learners whose parents/carers are in receipt of the following support payments will, in addition to having a free school lunch entitlement, also be entitled to apply to the school for some remission of charges for board and lodging costs during residential and other school trips.

The relevant support payments are:

- Income Support
- Income-based Jobseeker's Allowance/New Style Job Seeker's Allowance

- Income-related Employment and Support Allowance
- Support under Part VI of the Immigration and Asylum Act 1999
- Guaranteed element of Pension Credit
- Child Tax Credit (provided you're not also entitled to Working Tax Credit and have an annual gross income of no more than £16,190)
- Working Tax Credit run-on - paid for 4 weeks after you stop qualifying for Working Tax Credit
- Universal Credit

All letters to parents/carers regarding activities which request a parental/carer contribution will include a statement inviting those parents/carers receiving any of the benefits above to contact the school in confidence if they would like their child / children to participate, giving details of the relevant benefit, so if necessary the school can confirm this.

Refunds

It is the Principal/Headteacher's responsibility to ensure that all letters to parents in respect of educational visits make clear the elements of any payments requested from parents that are non-refundable and the terms and conditions that apply to any payments to be made to third party organisations.

Charges and contributions are set to cover the anticipated costs. If the income from an activity exceeds the actual costs, the school will refund any surplus of £5 or more per learner who contributed to the activity.

Any surpluses will be used to support access to optional activities for those pupils whose families are experiencing financial hardship.

Voluntary Contributions

The Principal/Headteacher may ask parents/carers for a voluntary contribution to support school activities.

The terms of any request made to parents/carers will specify that it is a voluntary contribution and in no way represents a charge. In addition, the following will be made clear to parents/carers:

- That the contribution is voluntary and a parent/carer is under no obligation to pay.
- That learners at the school will not be treated differently whether or not their parents/carers have made any contribution in response to the request.
- The activity may not take place if insufficient contributions are made.

The responsibility for determining the level of voluntary contribution will be delegated to the school's Business Manager, under the direction of the Principal/Headteacher.

Other charges

The Principal/Headteacher, the Trust, may levy charges for miscellaneous services up to the cost of providing such services e.g. for providing a copy of an OFSTED report or for responding to Freedom of Information requests.

POLY014 - Charging Remissions and Lettings Policy - v2.0			Organisation: Coast and Vale Learning Trust	Page 8 of 24
Date: 20/11/2024	Version: v2.0	Review Date: Nov 2026		

School Meals

The school will determine and publish annually the price to be charged for school meals.

Lettings

The school may make its facilities available to outside users and the community at a charge of at least the cost of providing the facilities. The scale of charges will be determined annually by the Principal/Headteacher. Please refer to the school for further detail.

All potential school users will be made aware on application that they will be expected to use the school in accordance with the ethos of the sponsor, partners and the school.

Applicants must be 18 year of age or over.

Charges will be levied for the use of the Trust's facilities by private individuals or external organisations at a rate to be determined annually by each school. Facilities will only be let where they are not needed for the purpose of education during that time and under no circumstances will lettings be subsidised from resources provided for the education of learners.

Hirers will need to demonstrate that they have adequate insurance or provision for compensating the Trust for any damage they cause. They must also leave the facilities in a clean and tidy state, otherwise an additional fee for cleaning may be charged.

Conduct of Users

Supervision: The Hirer must be present at all times during the hire and is responsible for:

- Ensuring appropriate behaviour of all attendees.
- Minimising disruption to neighbours and respecting parking rules.
- Avoiding interference with other events on school premises.
- Ensuring an orderly exit by the agreed end time.

Restrictions:

- Smoking, including electronic cigarettes, is not allowed on school grounds.
- Animals, except for Guide Dogs, are not permitted without prior approval.

Indemnity and Insurance

1. **Liability:** Coast and Vale Learning Trust and the school are not liable for any injuries or damage to persons or property sustained during the hire.
2. **Indemnification:** The Hirer agrees to cover any claims or damages arising from the hire, except where due to Trust or school negligence.
3. **Insurance:** The Hirer must have public liability insurance of at least £5 million, with evidence provided upon booking.
4. **Waiver:** Small, informal groups not able to get insurance may request a waiver, but only if they do not charge fees or operate commercially.

Cancellations

Notice by the School: The Trust can cancel a booking with three months' written notice or immediately if:

- Payments are overdue by more than 28 days.
- The to resolve them after 28 days' notice.
- The breach is serious and cannot be remedied.
- There are concerns about inadequate safeguarding measures.

Refunds: Any payments made will be refunded if the school cancels.

No Liability: The Trust is not responsible for any losses due to a cancellation.

Appeals Procedure

If a hire application is rejected or cancelled, the Hirer may appeal in writing to the Chair of the Governing Committee. The Local Governing Committee's decision on the appeal is final.

Complaints Procedure

If a Hirer is unhappy with the service:

1. Contact the relevant staff member.
2. If unresolved, escalate to the Headteacher.
3. If still unresolved, submit a formal written complaint to the Headteacher.
4. If necessary, the Governing Committee may review the complaint.

For unresolved disputes, arbitration by a designated arbitrator may be requested.

VAT Regulations

Standard VAT of 20% applies to the hire of sports facilities. VAT exemption may apply if:

1. Booked for 10 or more sessions, with at least one day and no more than 14 days between sessions.
2. Sessions are for the same activity and at the same place.
3. There's a formal, signed agreement covering all sessions.
4. The hirer is a school, club, or qualifying organisation.
5. Each session is booked exclusively for the hirer.

For questions or clarification on VAT eligibility, please contact the school.

The Trust VAT number is: GB 388 0140 92

Safeguarding

Where the school hires or rents out school facilities/premises to organisations or individuals (for example to community groups, sports associations, and service providers to run community or extra-curricular activities) they should ensure that appropriate arrangements are in place to keep children safe.

When services or activities are provided by the school, under the direct supervision of their school staff, the school's arrangements for child protection will apply. However, where services or activities are provided separately by another body this is not necessarily the case.

The school should therefore seek assurance that the body concerned has appropriate safeguarding and child protection policies and procedures in place (including inspecting these as needed); and ensure that there are arrangements in place to liaise with the school on these matters where appropriate. This applies regardless of whether or not the children who attend any of these services or activities are children on the school roll or attend the college.

The school should also ensure safeguarding requirements are included in any transfer of control agreement (i.e. lease or hire agreement), as a condition of use and occupation of the premises; and that failure to comply with this would lead to termination of the agreement.

Appendix 1: Charges as determined by each school

Miscellaneous Charges (other than for learners)

Reprographics

Page Size	Activity	Cost per page (p)
A4	Colour Copy / Print	
	Black Copy / Print	
	Laminating	
A3	Colour Copy / Print	
	Black Copy / Print	
	Laminating	

Telephone Calls

Staff member's personal call These should only be made in an emergency and a fee equivalent to the cost of the call will be made.

Parent/Carer/Learner Free for calls related to welfare (as staff call for other)

All other private calls As staff call

Use of School Room or Field

Lettings

Scale of charges

Letting of rooms / site

Room	Cost (£)	Per
School Hall		hour
Playing Field		session
Sports Hall		hour
Gym		hour

Any additional charges or caretaking work will be charged to the individual organisation as required.

Extended service events benefiting learners will have a charge agreed by the local governing committee.

Any additional charges or caretaking will be charged to individual organisations as required.

Private use for profit or not of benefit to the learners and families: £AddHere per hour per room PLUS cost of caretaking hours for locking, unlocking and cleaning.

Field - £AddHere per match / competition PLUS cost of caretaking hours for locking, unlocking.

Any additional charges or caretaking work will be charged to the individual organisation as required.

Appendix 2: Terms and Conditions for Use of School Premises

All groups/organisations that use the premises are required to read these terms and conditions and agree to abide by them. This terms and conditions document will be signed by a duly authorised person as detailed in Appendix 1 at the School and the Hirer/nominated person from the hiring group/organisation.

Interpretation

'The Trust' means the Trustees and Local Governing Committee of the School, its employees and agents.

'The Hirer' is the organisation or individual with whom the school is contracting.

Site shall ensure:

1. There is appropriate heating and lighting
2. Appropriate toiletry and sanitary provision is made available as close the to the agreed area of use as is practical
3. All emergency equipment is maintained and that fire detection systems are maintained and inspected as necessary
4. Boilers are subject to an annual service, details available upon request
5. Adequate outside lighting will be provided. Any faulty or damaged lighting must be reported to the site
6. If site closes due to adverse weather, the hirer will be notified at the earliest opportunity, they hirer will be responsible for letting the group know.
7. The hirer is made aware of any asbestos containing materials, and emergency procedures.

Purpose of Use

8. The accommodation shall only be used for the purposes and within the hours stated on the application, as confirmed by the School. The Hirer shall be responsible for ensuring these conditions of occupation are observed and that there is no interference with the normal activities of the school.
9. The Hirer shall not assign or sublet the whole or any part of the benefit of this agreement.
10. No interference is to be made with school property/equipment/premises which do not form part of the hire arrangement.
11. Nothing in this agreement shall create a tenancy.

Access

12. The Trust or its representative has access to the areas subject to hire for the purpose of inspection.

Health and Safety

13. Weather conditions must be assessed by the group organiser before the event to decide if the event should continue or if safe access and egress can be maintained.
14. The Hirer must comply with all laws relating to the premises and the occupation and use of the premises by the Hirer including but not limited to Health and Safety legislation.
15. The Hirer is responsible for the effective supervision of the arrangements and activities in

POLY014 - Charging Remissions and Lettings Policy - v2.0			Organisation: Coast and Vale Learning Trust	Page 13 of 24
Date: 20/11/2024	Version: v2.0	Review Date: Nov 2026		

the premises during the period of hire and for the prevention of disorderly behaviour so as to ensure that no nuisance or annoyance arises to the occupiers of adjoining premises or neighbouring residents and shall behave reasonably at all times.

16. The school fire, emergency and evacuation procedures shall be forwarded to the Hirer (form H2) and it is the Hirer's responsibility to ensure that the whole party are aware of these procedures. The Hirer shall be required to take any precautions necessary to ensure the safety of those attending the period of hire, including ensuring the means of escape from fire are not blocked or impeded.
17. It is the Hirer's responsibility to ensure that there is someone present who is suitably qualified to deliver first aid in the event of an emergency.
18. The Hirer shall immediately inform the school of any emergency, accident or serious incident that occurs on the school premises. This shall be done in person and may require the applicant telephoning the Headteacher or the Caretaker. The Hirer shall be responsible for reporting to the Health and Safety Executive any accident that arises from activities that it organises.
19. Hirers providing services to children, whether learners at the school or others, must have policies and procedures in place to ensure children's safety, and must provide evidence of these to the school as required, i.e. Safeguarding Policy and Use of Mobile Phone Policy, Enhanced DBS & Children's Barred List checks.
20. Hirers will provide necessary risk assessments for the activity being undertaken.
21. Hirers are responsible for providing all First Aid required for the activity being undertaken as well as completing accident forms, including the names and address of 2 witnesses where possible. Site first aid equipment must not be used. Hirers should notify the school of any accidents that occur on their premises, via the who to contact details in Appendix 1.
22. The hirer will notify the site if any asbestos containing materials are damaged or are discovered to be damaged.
23. In the event of an emergency the hirer must contact the emergency services and the sites responsible person
24. Failure of services i.e. gas and electric, water must be reported to the responsible person. It must not be dealt with by the hirer or unauthorised persons.

Payment of Hire Charges and Deposit

25. Hire charges shall be due and payable 7 days before the date of the booking or from the date of the invoice.
26. The Trust 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 their incurring additional cost for cleaning, caretaking or other expense.
27. Failure to appear for a hire arrangement shall result in the cost of the booking being levied.
28. Whether or not the option to hire is actually exercised, payment must be made. For example, if the Hirer makes and pays in advance for a ten consecutive week booking but only uses the premises for eight weeks, the full charge for ten evenings is payable. There shall be no refund unless the reason for cancellation is due to school commitments / out of the control of the user group.

Responsibility of the Hirer for Good Order and Safety

29. The Hirer shall be responsible for any damage to the school property, equipment or buildings caused by them or their guests. The Hirer must report any such damage to the

school immediately. The Hirer shall repay to the school, on demand, the cost of reinstating or replacing any part of the premises or any property on the premises which shall be damaged, destroyed, stolen or removed during the period of hire or prior or subsequent thereto if in relation to or by reason of the hiring. Any such costs will be in addition to the specified hire arrangements charges.

30. All preparatory and clearing away time must be accounted for in the period applied for. Should the booking overrun, the Hirer shall be charged at the hourly rate for every hour or part thereof over and above the agreed times.
31. The Hirer shall ensure that all accommodation is left in a clean and tidy condition at the end of the hire arrangement. Using litterbins and recycling facilities as appropriate will help this.
32. The Hirer must obtain express permission from the school to leave any equipment on the premises. Where permission is granted, the Hirer is responsible for any equipment they leave on the premises and shall ensure that such equipment is in good repair and after use, safely stowed away. Items no longer required by the Hirer, or deemed by the school/Coast and Vale Learning Trust to be unsafe or beyond repair or else unsafely stored on the premises shall be promptly removed by the Hirer on demand. If such request is not complied with by the Hirer within 28 days, the items may be disposed of by the school/Coast and Vale Learning Trust and the Hirer shall reimburse the school/Coast and Vale Learning Trust for any expense incurred as a result.
33. The Trust shall not be responsible for any article brought or left in any part of the premises, or theft or loss of, or damage to vehicles parked in any car park provided.
34. The Hirer must ensure that all privately owned electrical equipment has a certificate of safety (Portable Appliance Test) from a qualified electrical engineer.
35. The Hirer shall comply with any reasonable instructions given by the Headteacher, Site Team or other member of the school staff.
36. Alcohol is not allowed to be sold on the premises unless prior permission is given by the school and a licence obtained by the Hirer. Illegal drugs are not to be brought onto or consumed on the school premises.
37. There shall not be brought onto the premises anything of an inflammable, dangerous or noxious character.
38. Where the premises do not have a Public Entertainment Licence the Hirer shall be responsible for obtaining such a licence. Any fees for such licences are to be paid for by the Hirer.
39. The premises may not be used for games of chance, other than bingo or tombolas, unless permission has been granted by the Local Governors in writing.
40. Smoking, including the use of electronic cigarettes, is not allowed on the school premises at any time.
41. Animals, other than Guide Dogs, are not permitted on the school premises without the prior written consent of the school.
42. The Hirer shall not make any alteration or addition to the premises and shall not affix any items to the premises.
43. Any outside play equipment must not be used by the hirer or their group
44. Any waste created will be disposed of responsibly in bins provided.

Conditions of Hire Specific to the Sports Hall/Gymnasium

45. Outdoor footwear must not be worn in the sports hall/gymnasium. Non-marking footwear must be worn at all times.
46. No school games equipment may be used without permission. Any permitted use of sports or gymnasium equipment will be reliant upon an adult with recognised qualifications being

personally in charge at all times of use.

47. The Hirer may bring their own equipment on to the premises at their own risk provided that it will not cause damage to the sports hall. The Local Governors reserve the right to inspect such equipment and to refuse to allow its use if, in the view of the Governors or the Head of PE, it constitutes a Health and Safety risk or a hazard to the fabric of the building.
48. Any costs incurred by the school in remedying any damage caused by the Hirer or by the use of their own equipment shall be recharged in full.

Conditions of Hire Specific to School Kitchens

49. The use of any kitchen equipment is prohibited without prior consent of the school. In the case of consent being given, a member of the school's kitchen staff shall be present during the hire of the facility to ensure that the equipment is used appropriately.
50. The use by the Hirer of any food stocks held by the school for the provision of a school meal service is not permitted.
51. The Hirer has received all necessary food safety training as required by law.
52. The kitchen premises shall be left in a clean and hygienic condition after the hire.
53. Any costs incurred by the school in remedying any damage caused by the Hirer or by the use of their own equipment shall be recharged in full.

Conditions of Hire Specific to Playing Fields during the Football/Rugby Season

54. The length of time booked for the use of a pitch must include preparation time, full playing time including breaks in play for half time and time to clear the facilities.
55. During the football season, the condition of each pitch will be carefully monitored on a daily basis by the Headteacher or other suitable person so as to determine as early as possible whether a pitch can continue to be played.
56. The school shall ensure that pitches are marked out for the appropriate sport for which the facilities are being used and that all equipment such as goal posts conform to health and safety standards. The school shall ensure that the grass is at a suitable length for the sporting activity to take place.
57. The decision to cancel the use of a pitch, and so a hire arrangement, rests with the Headteacher or other person with delegated authority and that decision shall be final and cannot be changed irrespective of the view of any referee. The Hirer will abide by the decision of the Headteacher and shall not permit their members to use the facilities once a cancellation has been notified. Any unauthorised use shall result in the termination of the hire arrangement agreement permanently.

Indemnity and Insurance

58. Coast and Vale Learning Trust and the school disclaim liability for injury or damage to persons or property upon its premises (so far as they are legally able to do so).
59. The Hirer agrees to indemnify Coast and Vale Learning Trust, 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 Coast and Vale Learning Trust, the school or their agents or employees.
60. The Hirer must be covered by a public liability insurance policy with a minimum limit of indemnity of £5 million including damage to the premises and its contents. It shall be necessary to produce documentary evidence of the cover when booking.

POLY014 - Charging Remissions and Lettings Policy - v2.0			Organisation: Coast and Vale Learning Trust	Page 16 of 24
Date: 20/11/2024	Version: v2.0	Review Date: Nov 2026		

61. The Governing Committee 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.
62. Trustees of Coast and Vale Learning Trust and the school shall maintain Public Liability insurance for third party injury and damage caused due to their negligence.

Advertising

63. No advertising shall be permitted except without the prior written consent of the Trust.

Video Recording

64. No video recordings may be made unless prior permission has been obtained. The Trust must be satisfied that the proper approvals have been received by the Hirer from all of the appropriate authorities, organisations and companies before that permission can be granted.

Cancellation

65. The Trust reserves the right to cancel the booking at any time without notice and without assigning any reason, but will endeavour to give as much notice as possible. Neither Coast and Vale Learning Trust nor the school will be liable for the provision of alternative accommodation or be liable for any compensatory payment. In such circumstances, the Trust shall refund any monies paid in respect of the hire arrangement so cancelled but shall not be responsible for any loss or expenditure whatsoever in relation to the hire arrangement which the Hirer may have incurred or be liable to pay. The Trust reserves the right to refuse any application for hire as it may deem fit, or withdraw permission for any hire arrangement at any time.
66. If the facilities/equipment hired are not fully available for the duration of the booking or if the booked activity is prevented from taking place due to circumstances that were not informed to the Hirer prior to commencement of the hire arrangement, the Trust shall refund the monies paid for that booking.
67. If the Hirer, after the acceptance of a confirmed booking, cancels their booking 10 or more working days before the date of the booking, the full fee and deposit shall be refunded to the Hirer. If less than 10 working days' notice is given, only 50% of deposit shall be returned. If less than 5 working days' notice is given by the Hirer, there shall be no refund of the deposit. The Trust can, at their own discretion, overrule these in exceptional circumstances.
68. The applicant shall complete all relevant paperwork in a true and accurate way. False information may lead to an application being terminated.

AGREED by the Trust and the Hirer on the date set out in the Hire Arrangements Contract letter

Signed by the Designated person in Appendix 1.....

Name:.....

Position.....School.....

POLY014 - Charging Remissions and Lettings Policy - v2.0			Organisation: Coast and Vale Learning Trust	Page 17 of 24
Date: 20/11/2024	Version: v2.0	Review Date: Nov 2026		

Authorised signatory of [insert name of Hirer.....]

Signed.....

Name:.....

Date.....

Appendix 3: Hire Arrangements Checklist for Hirer

	Things to do	√ when done
1	Read through (i) the charging structure: Lettings, (ii) the terms and conditions of use and (iii) the application form	
2	Complete the application form and sign two copies of the Terms and Conditions	
3	Send the application form and one copy of the signed Terms and Conditions to school to formally request a booking	
4	The Trust/School notifies you that the booking is available or not and sends an invoice	
5	Complete risk assessment of activity (including DBS forms) licences etc.	
6	Send in risk assessment, DBS forms, copy of licences required, copy of insurance documents* and payment of invoice (*Where appropriate include proof of Public Liability insurance with a minimum Limit of Indemnity of £5 million)	
7	Attend induction into fire procedures & information regarding Asbestos Containing Materials	
8	Inform attendees of fire procedures and terms and conditions of use	

Appendix 4: Hire Arrangements Checklist for School Staff

Hirer: _____

Procedure	Date	Initials
Trust has Hire Arrangements Policy in place		
Send hire arrangements pack to enquirer (pack to include Charging Structure, terms and conditions of use and application form etc)		
Completed application form and signed Terms and Conditions received by school		
Assess suitability of activity		
Intended use meets with the Hire Arrangements Policy		
Check availability of premises / equipment		
Hirer has necessary Liability insurance		
Hirer has appropriate qualifications to undertake the activity (if applicable). Copy in file		
School completes draft risk assessment for activity and ensure all risks can be covered		
Check availability of caretaker and agree booking with them		
Calculate cost of hire		
Take up references (where appropriate)		
View copies of the Child Protection Policy, DBS checks and safe recruitment procedures (as appropriate) for all organisations providing services to children		
Book hire arrangement into diary with Hirer's name and contact number		
Send confirmation of booking and invoice		
Deposit / payment received		
See completed risk assessment for activity from Hirer and ensure all risks are covered		
Issue receipt for payment		
Induct lessee into fire procedures etc.		
Inform hirer of any relevant Asbestos Containing Materials & emergency procedures including who to report damage to.		
Relevant emergency contact phone number shared with hirer		
Re-check booking in diary, arrangements with caretaking staff and others where appropriate		
Check that payment appears on the school's bank account and record separately on the schools finance system		

Notes:

Appendix 5: Forms

- H1 Application for Hire of Educational Premises of Grounds (including kitchens)
- H2 Information and Instructions to Organisers of Events held on Trust Property

Form H1: Application For Hire Of Educational Premises Or Grounds
(including Kitchens)

COAST AND VALE LEARNING TRUST,

TO BE COMPLETED IN CAPITAL LETTERS & RETURNED TO THE DESIGNATED PERSON AT LEAST 3 WEEKS BEFORE THE PROPOSED HIRE ARRANGEMENT DATE

School

APPLICANT'S DETAILS

Name of Applicant or Organisation

Association to Organisation

Name and address for correspondence

Daytime contact telephone number

Email address

Applicants Date of Birth (must be over 18)

DETAILS OF HIRE ARRANGEMENT (each separate hire arrangement)

Purpose for which hire arrangement is requested

Date(s) and time(s) of proposed hire arrangement (not exceeding one school term; a separate form is required for each term):

Dates and times of proposed letting:

Day	Commencement Date	End Date	No of Days	From am/pm	To am/pm

Specify which rooms/facilities/equipment are required:

Accommodation requested (specify)					
Internal Facilities					
Hall		Sports Hall		Gymnasium	
Drama Studio		Conference Room			
Classroom		Details:			
Other		Details:			
External; Facilities					
Tennis Courts		Car Park		Playground	
Pitches		Specify Football/Hocky/Rugby/Cricket			

Equipment required

I/we* agree

(i) to provide all necessary documentation as requested by the Local Governing Committee including proof of insurance

(ii) to pay the Local Governor's charge on demand

(iii) to indemnify the School and Coast and Vale Learning Trust against any liability whatsoever which may arise out of the hire of the premises

(iii) that use of accommodation shall be in accordance with the terms and conditions of hire (supplied separately)

Signed Date

* Delete as appropriate

FOR SCHOOL USE:

Date received Date reviewed

Approved Yes / No*

Reason why application was unsuccessful

[Empty rectangular box for reason why application was unsuccessful]

Account No Date

Costing of Hire

Item	£ per hour	No Hours	No Day	£	p

Total Cost to be invoiced

Deposit Required:.....

Invoice Number..... Date.....

Form H2: Information & Instructions to Organisers of Events held on Trust Property

COAST AND VALE LEARNING TRUST

Organisation.....
Event.....
Name of Organiser.....
Date

Under the Health and Safety at Work etc Act 1974 the Trust is required to provide you with the following information.

The area/room allocated to your activity is
Access is gained to this area from
The nearest telephone is located.....
The Caretaker's telephone number is
The telephone number of the Officer in Charge is
Who should be notified about any accidents or other Health and Safety concerns, including details of 2 witnessed where possible:.....
.....
Potential Health and Safety Hazards

Instructions to Organisers

1. In the event of fire **immediately** dial 999 for Fire Brigade.
2. **Evacuate** all your party from the area to a safe place. Check your register, await Fire Brigade.
3. **Immediately** thereafter telephone Caretaker and/or Officer in Charge.
4. **In the event of an accident** - follow First Aid procedures, if **serious** telephone 999 for Ambulance.
5. **Immediately** thereafter telephone Officer in Charge (inform Caretaker if on the premises). All accidents must be reported.
6. Obtain names and addresses of at least two witnesses where possible.
7. If accident has occurred whilst utilising the Trust's equipment do not move or touch the equipment until a Trust representative has examined it.

Notes to Organisers

1. The area allocated to you must be reached by the most direct route from the access point indicated, and members of your party must not enter other rooms or areas, other than to utilise cloakroom or toilet facilities.
2. In the event that the Trust has agreed to permit the use of facilities for the purpose of preparing beverages or food, only such equipment shall be used as is necessary for the preparation of these, and the activity must be under the supervision of the organiser or some other responsible person.
3. Any equipment made available must be used strictly in accordance with standard practice and under the supervision of the Organiser.
4. Organisers are reminded that the responsibility for the safety of their party rests with the Authority and with the Organiser jointly.