



Charging Policy

Approved by: Finance and Premises Portfolio **Date:** May 2024

Last reviewed on: April 2024

Next review due by: April 2025

Dissemination of the Policy: All staff and Governors, School Website

History of policy changes

Date	Version	Change	Origin of change e.g. change in legislation, request by TU	Changed by
January 2018		PP Policy		A Peck
June 2017		Pricing		A Peck
January 2024		KCSIE 2023		A Peck

INTRODUCTION

Sections 449-462 of the Education Act 1996 set out the law on charging for school activities in LA schools in England.

This policy is applied with regard to the Guide to the Law for School Governors, Section 23, '**Charging for School Activities**' which describes what may and may not be charged for when activities take place during or outside of school hours and the need for charging and remissions policies and requests for voluntary contributions.

This policy sets out the charging criteria of the full governing body and covers:-

1. Lettings
2. School Trips and Activities
3. Private Photocopying
4. Private Telephone Calls
5. Miscellaneous Items

The charges levied by the school will be in line with this policy, which is reviewed annually by the governing body.

LETTINGS

The purpose of this policy is to ensure that the most effective use is made of the school premises. This policy sets out the criteria for making decisions on requests for use by external organisations.

Roles and responsibilities of Governors, Headteacher and Business Manager

The governing body, with advice from the Headteacher and Business Manager will:

- Balance the desire to generate income against the desire to support groups within the community, agree the criteria to be used when deciding which groups are to be allowed to use the premises and consider requests for bookings against those criteria. These criteria will include:
 - Benefit to the community
 - Educational focus
 - Charitable causes
- Ensure that use by external organisations does not degrade the standards of the facilities to the extent that they are no longer suitable for use by students.

- Consider the implications of all requests received for the health, safety and security of students and staff.
- Any third party has appropriate safeguarding policies and procedures in place and state that the agreement will terminate if the third party fails to comply with safeguarding requirements as per KCSIE 2023.
- Consider the implications for workload of all staff of any decisions it makes.
- Take advice from the Headteacher and Business Manager on the charges to be levied.

The Headteacher will:

- Apply the criteria agreed by the governing body and consult the Finance and Premises Portfolio on requests for bookings which do not meet those criteria or where there is a potential conflict of interest.

The Business Manager will:

- Establish a central booking system.
- Ensure that all external users, hiring the school facilities have completed the appropriate application form as per appendix 1.
- Ensure that all users have their own public liability insurance cover to £5million, or pay a 10% premium on the Hire charge, for GCC Hirers Liability Insurance Policy.
- Ensure that all hirers are invoiced promptly, or in the case of regular users, on a monthly basis.
- Review, on an annual basis, with the Finance and Premises Portfolio the charges for hiring facilities.

General

- The use of the premises for school functions will take priority over lettings.
- The school will consider all requests for hiring. However, we will not normally allow hire for discos, parties or weddings.
- Consideration for our near neighbours and the community will be considered when approving applications.
- In most cases it is not cost-effective to allow the school to be used by small groups, e.g. hire of 1 classroom. However, such bookings will be considered for good public relations benefit.
- All bookings must cover the full cost to the school unless the school benefits from public relations or benefits in kind.

Charges

- Charges will be reviewed annually in September.
- The current costs of hire (2023/2024), excluding VAT are:-

Indoor

- Main Hall (as open space), Drama Room, Library and Dance studio: £35 per hour
- Main Hall (with theatre seating): £50 per hour
- Gymnasium: £35 per hour (to include Badminton, Netball and Basketball)
- Classrooms: £20 per hour
- Fitness suite: £35 per hour
- Facility charge £8 per hour for use of any equipment e.g. projectors, IT, workshop.

Outdoor

- Tennis court: £5 per hour
- Tennis court with floodlights: £10 per hour
- Area suitable for netball, 5 a-side football: £10 per hour
- Area suitable for netball, 5 a-side football with floodlights: £20 per hour

VAT will be charged, as applicable. Under certain precise circumstances Club bookings may be exempt and a contract will be completed accordingly.

The hourly rate will be charged plus an 'out of hours' caretaker letting fee of £65 per weekend booking and £25 per weekday booking.

Capacity

Hall (standing)	* 250	Tennis Courts (outdoor)	5
Hall (seated)	* 287	Tennis Courts (indoor)	nil
Dining Hall	185	Netball Courts (outdoor)	4
Gym	150	Netball Short Court (indoor)	nil
Classroom	25-30	5 a-side Football (outdoor)	1
Fitness Suite	15-20	5 a-side Football (indoor)	nil
Drama Studio	80	(numbers restricted to players only)	

* Plus 70 if balcony is used

The terms and conditions of hire for a letting is in appendix 2.

SCHOOL TRIPS & ACTIVITIES

It is the policy of this school to request voluntary contributions towards activities organised by the school during school hours.

The Governors are willing to support the funding of certain activities. In accordance with the school's current use of Pupil Premium, students whose parents/carers are unwilling or unable to make a voluntary contribution will not be excluded from participating in

curriculum related activities. In line with the Pupil Premium policy, financial support in respect of assistance from the Pupil Premium funding will be granted on a case by case basis.

If insufficient voluntary contributions are forthcoming for an activity and insufficient budgetary support is available, then that activity will be cancelled.

Optional trips wholly or mainly outside school hours will be charged at full cost. These visits will not proceed where full costs are not met by all those who wish to partake in the activity.

The school may invite voluntary contributions towards the cost of ingredients, materials and equipment where parents have expressed a wish to receive the finished product.

PRIVATE PHOTOCOPYING

The use of photocopiers for private use will be charged at the standard departmental recharge rate; currently £0.06 per colour and £0.02 per black copy A4, £0.10 per colour and £0.05 per black copy A3.

PRIVATE TELEPHONE CALLS

The use of telephones for private use will be reimbursed at the cost which is charged to the school.

MISCELLANEOUS ITEMS

The school may make charges for breakages and damage to property e.g. equipment and buildings and will be charged at the cost to the school.

Appendix 1: Hire request form

Before filling out a request form, please familiarise yourself with our terms and conditions for the hire of our premises and our rates of hire, which you can find in Appendix 2 of this policy. If you have any questions, please contact Mr Steve Lyford, Premises Manager.

Name of applicant/organisation and company number (where applicable)	
Applicant contact details	Address: Phone no: Email address:
Preferred method of contact	
Purpose/activity of organisation	
Part of the premises requesting to be hired	
Date and time of first hire	
Is this a recurring request, or one off? If recurring, indicate the frequency and number of occurrences (e.g. weekly, 10 weeks)	
Number of expected participants in the activity	

Additional equipment you will require from the school (please note we may not always be able to provide this, but will inform you where this is/is not possible)	
Additional equipment you will be providing yourself	
Confirmation and details of the safeguarding and child protection arrangements you have in place	

By signing below, I agree to the terms and conditions set out in the school's charging policy.

Name _____ Date _____

Signature _____

Please return this form via email to slyford@pittville.gloucs.sch.uk or to the school reception at Pittville School, Albert Road, Cheltenham, GL52 3JD. We will be in touch to inform you if your application is successful, and if so, details of the full cost and documents that will need to be shared.

Appendix 2: Terms and conditions of hire

The following terms and conditions must be adhered to in the hiring of the school premises. Any breach of these terms will result in cancellation of future hires without refund.

1. "Hirer" means the person or entity identified in the relevant hire request form.
2. The hirer shall pay the full amount as stipulated by the school, and shall not be entitled to set off any amount owing to the school against any liability, whether past or future, of the school to the licensee.
3. The hirer shall occupy the part(s) of the premises agreed upon as a non-exclusive licensee and no relationship of landlord and tenant is created between the hirer and the school by this licence.
4. The hirer shall not sub-licence any of the premises under the licence.
5. The hirer shall not use the premises for any purpose other than that agreed upon in the licence, as set out in the hire request form.
6. Any additional uses of the premises not agreed in writing by the school will result in the immediate termination of the licence.
7. The school shall retain control, possession and management of the premises and the hirer has no right to exclude the school from the premises.
8. The hirer shall be responsible for all matters relating to health and safety and shall be responsible for those in attendance during the specified time.
9. The hirer must take out its own public liability insurance with a reputable insurer approved by the school and, where requested by the school, shall provide a copy of the relevant insurance certificate no less than 10 days before the start date of the licence.
10. The hirer shall not conduct, nor permit or suffer any other person to conduct, any illegal or immoral act on the premises, nor any act that may invalidate any insurance policy taken out by the school in relation to the premises.
11. The hirer shall indemnify and keep indemnified the school from and against:
 - a. Any damage to the premises or school equipment;
 - b. Any claim by any third party against the school; and
 - c. All losses, claims, demands, fines, expenses, costs (including legal costs) and liabilities, arising directly or indirectly out of any breach by the hirer of the licence or any act or omission of the hirer or any person allowed by the hirer to enter the premises
12. Save that nothing in the licence shall exclude or limit either party's liability for personal injury or death arising from the negligence of either party or any other liability that cannot be excluded by law, the school shall not be responsible for any losses of a direct or indirect nature, and its maximum liability to the hirer shall not exceed the total fees paid or to be paid to the school by the hirer under the licence.
13. Any cancellations by the school made with at least 7 days notice will be refunded.
14. Any cancellations by the hirer received with less than 7 days notice will not be refunded.

15. The hirer will read the emergency evacuation procedures and be ready to follow them in the event of a fire or other similar emergency.
16. The hirer will leave the premises in the condition it was found in, leaving the area clean and tidy and not leaving any of their own equipment behind.
17. The hirer will clean their own equipment brought onto the premises and clean the premises after use.
18. The hirer shall not display any advertisement, signage, banners, posters or other such notices on the premises without prior written agreement from the school.
19. If the hirer breaches any of the terms and conditions, the school reserves the right to terminate the licence and retain any fees already paid to the school, without affecting any other right or remedy available to the school under the licence or otherwise.
20. The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.
21. The hirer will acquire all appropriate additional licences for any activities they are running, including those required for use of any third party intellectual property.
22. The hirer is responsible for carrying out any risk assessments of the premises relating to the activities it is running.
23. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.
24. The school's premises hire policy, the relevant hire request form submitted by the hirer and the relevant hire confirmation letter issued by the school shall apply to and are incorporated in the licence.
25. This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.
26. The school and the hirer irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising from this licence.

Safeguarding

The school is dedicated to ensuring the safeguarding of its students at all times. It is a requirement of hire that hirers abide by the schools' requirements in respect of safeguarding. Any failure from the hirer in this respect will result in the hire being terminated.

It is the responsibility of the hirers to ensure that safeguarding measures are in place while hiring out the space.

If there is a chance that those hiring the premises will come into contact with students, for example if the hire occurs during school hours, or when students may be present in the school (during after-school clubs or extra-curricular activities), we will ask for confirmation that the hirers have had the appropriate level of DBS check.

The hirer will be required to have appropriate safeguarding policies in place, including safeguarding and child protection, and shall provide copies of these policies on request to the school.

The hirer confirms that, should any safeguarding concerns present themselves during the hire of the school premises, they shall contact the school's Designated Safeguarding Lead (details on the school's website) as soon as reasonably practicable.

The hirer understands that if our school receives an allegation relating to an incident where an individual or organisation is using our school premises for running an activity for children, we will follow our usual safeguarding procedures and inform our local authority designated officer (LADO).