

MOSELEY

CHURCH OF ENGLAND
PRIMARY SCHOOL



CHARGING AND REMISSIONS POLICY (September 2021)

Date agreed by the Governing Body: 29/09/2021

Signed: (Chair of the Governing Body)

Signed: (Head Teacher)

Renewal due: September 2022

CHARGING AND REMISSIONS POLICY

Moseley CoE Primary School is committed to the safeguarding and promoting of well-being for all children

MISSION STATEMENT

Our successful Christian school offers a wide range of exciting and educational opportunities to enhance skills, talents and creativity. The school community appreciates and accepts others, and celebrates the achievements of all. We have supportive and trusting relationships with God and all his children. As a result, we take responsibility and welcome absolutely everyone into a caring and safe environment, where we are all guided to work together.

AIMS

At Moseley C of E Primary School, we want ALL of our children to:

- Have an enthusiasm and thirst for learning
- Have confidence to be themselves and consistently aim high to challenge their potential;
- Have an awareness for the world beyond their own – have respect and understanding of others with circumstances different to their own;
- Explore all opportunities provided to discover their talents and abilities;
- To be kind and respectful members of their community;
- Have embedded morals;
- Have fun, good memories of their school life;
- Be inspirational role models.

Moseley Church of England Primary School is a Voluntary Aided Church of England School, where Christianity is fundamental to every aspect of school life. We aim to promote the spiritual and moral development of all our children, and our school worship affirms and celebrates the values and ethos of the school.

RATIONALE

The Governing Body of Moseley C of E Primary School recognises the valuable contribution that the wide range of additional activities, including trips, clubs and residential experiences can make towards pupils' education.

The Governing Body aims to promote and provide such activities both as part of a broad and balanced curriculum for the pupils of the school and as additional optional activities.

CONTEXT

The law states that education provided during school hours must be free. This definition includes materials, equipment and transport provided in school hours by the Local Authority or the School. No pupil may be left out of an activity because their parents cannot or will not make a contribution of any kind.

AIMS of THIS POLICY

- To make school activities accessible to pupils regardless of family income.
- To provide a process which allows activities to take place at a minimum cost to parents, pupils and the school and which acknowledges the cost of such activities to the school's budget.

CHARGES

The Governing Body reserves the right to make a charge in the following circumstances for activities organised by the school

Residential Activities Taking Place Largely During School Hours

The full cost to each pupil of board and lodging. Parents have the right to claim free activities if they are in receipt of the following state benefits:

- Income Support
- Income based Job Seekers Allowance
- Support under section VI of the Immigration and Asylum Act 1996
- Working tax credit and an annual income that does not exceed the published Inland Revenue threshold

Activities outside School Hours

The full cost to each pupil of all approved activities deemed to be optional extras that are not a necessary part of the national curriculum.

Individual Instrumental Tuition

The full cost to the pupil for providing any instrumental tuition if the cost is not an essential part of the national curriculum or examination syllabus.

REMISSIONS

There will be no obligation for any parent to make a voluntary contribution towards the cost of school activities and to the School Fund. Pupils will not be treated differently whether or not their parents have made a contribution.

The Governing Body may wish to remit in full or in part the cost of other activities for particular groups of parents, for example, in the case of family hardship. When arranging a chargeable activity such parents will be invited in confidence for the remission of charges in full or in part. The Headteacher, in consultation with the Chair of Governors, will make authorisation for such remission.

VOLUNTARY CONTRIBUTIONS

Voluntary contributions may be requested from parents to cover the cost of the following activities:
Transport costs, entrance fees and activities for educational visits

LETTINGS POLICY

The lettings of the school premises by the Governing Body is welcomed (as per the Lettings Policy – Appendix 1) subject to the following conditions:

Moseley CoE Primary School is committed to the safeguarding and promoting of well-being for all children

- Use of the premises for school for school functions will take priority over lettings;
- The Governing Body will set charges for lettings guided by these principles;
- Lettings to bona fide community groups will be charged to cover caretaking, energy, wear and tear, administration
- Lettings to all other hirers will be charged at a cost plus a profit margin determined by the Governing Body;
- Income derived from lettings of the school building as well as those derived from lettings of Little Acorns will be banked according to the school's financial regulations.
- The school premises will not be let to individuals or organisations if there is reason to believe that the name of the school will be brought into disrepute (also see the 'No Platform Policy');
- Decisions whether to permit lettings will be made by the Governing Body. If the Head Teacher believes a letting should not be permitted she/he will report the reasons to the Governing Body.
- All persons hiring the school premises will be expected to conform to the relevant Health and Safety regulations.
- All hirers must carry sufficient Third Party Liability Insurance. Evidence of this liability insurance will be required by the school prior to any letting agreement.

The charges for letting are as follows:

- School Hall - £30 per hour between 15:30 and 17:30hrs (blocks of 6 weeks or more would be charged at £25 per hour). After the hours of 17:30, the hall will be charged at a rate of £40 per hour;
- Classrooms / Front Room in Bungalow - £20 per hour between 15:30 and 17:30hrs;

GENERAL

The Governing Body may from time to time, amend the categories of activity for which a charge may be made. Nothing in this policy statement precludes the Governing Body from inviting parents to make a voluntary contribution towards the cost of additional activities, which take place in school time. Parents may be advised that the continuance of an activity may depend upon voluntary contributions, but once it has been decided to run such an activity no qualifying child will be excluded on the grounds of voluntary contributions.

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APPENDIX 1 **LETTINGS POLICY (February 2020)**

Date agreed by the Governing Body: 29/09/2021

Signed: (Chair of the Governing Body)

Signed: (Head Teacher)

Renewal due: February 2021

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The letting of the school premises by the community is welcomed, subject to the conditions outlined below. This has a two-fold function: to develop links between the school and the local community and to generate income for the school. However, use of the premises for school functions will take priority over lettings.

The Governing Body will set charges for lettings on the following principles:

- Lettings to the PTA of Moseley C of E Primary School will be free of charge
- Lettings to community groups will be charged at cost to cover caretaking, heat and lighting, wear and tear and administration, according to LEA guidelines
- Where the school is used as a polling station Birmingham City Council or other relevant authority will be charged the additional costs incurred by the school
- Lettings to all other hirers will be charged in accordance with paragraph 5 of the appendix.
- The school premises may be let for functions where a public entertainment licence is required, provided the security of the site is not compromised. It is the responsibility of the user to obtain any licence necessary.
- Decisions to permit lettings will be made by the Governing Body. If the Head teacher believes the letting should not be permitted she will report the reasons to the Governing Body for consideration
- All persons hiring the school premises will be expected to conform to the relevant Health and Safety regulations and No Smoking Policy. As a condition of letting, hirers must have a Health and Safety briefing with the BSM and sign an agreement to meet site safety conditions
- All hirers must carry sufficient Third Party Liability insurance to satisfy Birmingham City Council requirements

It is the policy of the Governing Body to be selective in the letting of our school facilities to local organisations/community groups only. Where the purpose of any letting would appear to be detrimental to the general conditions or otherwise of our facilities the letting will be refused.

Any income derived from lettings will be retained by the school and costs of the lettings will be met from this income.

Security arrangements.

All persons hiring the school premises will be expected to conform to the security policy of the school. The BSM will identify the areas of the building which are available for use – primarily the school halls. No other areas of the building, apart from toilets, will be available and should not be entered at any time.

Cancellations

In the event of the school needing to cancel an agreed letting, the school or Governing Body will not be liable for any claim for compensation (financial or otherwise) other than the return of any deposit money received. In the event of a cancellation by the hirer within 28 days of the booking, the deposit will be kept.

Review

This policy will be reviewed on an annual basis.

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Conditions for the hire of school premises

1. **Interpretation**

In these conditions, the Governing Body means the Governing Body of Moseley C of E Primary School; the Site Representative means the Governing Body's representative at the school; the Function means the purpose for which the accommodation is hired; the hired premises means the part of the accommodation hired, and the hirer means the person in whose name the premises are hired and who shall be present throughout the duration of the function. (For the purposes of applications made by young persons under the age of 18, the name of the guarantor, who will be regarded as the hirer, shall be required).

2. **Lettings**

All requests for the letting of school premises must be made to the School Business Manager.

3. **Insurance**

As a condition of hire, the hirer must have public liability insurance cover in the name of the hirer and this must be in force during the period of hire. Evidence of appropriate insurance **MUST** be seen by the school Business Manager **BEFORE** the building can be hired.

4. **Restriction of use**

The use of hired premises shall be restricted to those areas or which specific approval has been given and to those times specified in the hirer's application. Use of the premises' furniture, apparatus and other equipment will be subject to the prior approval of the site representative.

5. **Assignments**

The hirer shall not assign or sublet the permission to use hired premises or the facilities within them.

6. **Indemnification**

The hirer shall indemnify the Governing Body against:

- i) Any damage done to the hired premises, furniture, fittings, apparatus, appliances or other property whatsoever during the period of the function or arising as a result of such function and the expenses of making good such damage.
- ii) Any accidents, loss, injury (including death) or damage whatsoever sustained by any person or thing on the hired premises during the period of the function or arising as a result of the function.
- iii) Any infringement of copyright arising from the function.
- iv) Any costs, claims or demands arising from the above.

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7. **Intoxicants and other licences**

- i) Hirers shall be required to state, at the time of application, whether the letting will include the sale or use of intoxicants, or the public performance of music or dancing, stage or cinematograph exhibitions. In such cases approval for the use of the hired premises shall be subject to the appropriate licence(s) being granted and to the inspection of the licence(s) by the site representative prior to the function.
- ii) The hirer shall be responsible for obtaining all appropriate licences and for the payment of all appropriate fees.
- iii) The hirer shall ensure that the sale or issue of intoxicants ceases not later than half an hour prior to the agreed end of the hiring period.

8. **Prohibitions**

- i) No bolts, nails or tacks are driven into any part of the hired premises or the furniture thereof.
- ii) No wax or powder is placed on any floor.
- iii) Inflammable materials and articles of an explosive nature are not allowed on the hired premises.
- iv) Animals are only allowed with the permission of the site representative upon booking.
- v) No alteration, addition or variation is made by the hirer to the lighting, or to other electrical installations (except by prior permission of the site representative), heating, fittings fixtures or other arrangements of the hired premises.
- vi) No butane or calor gas canisters and no articles which are dangerous or offensive are brought onto the premises.
- vii) No cooking of food shall take place without prior permission of the site representative upon booking.
- viii) No furniture, apparatus or appliances are delivered to the hired premises, by or on behalf of the hirer, or unloaded, placed in position and removed by the hirer, or person employed by the hirer, for such purposes unless with the written agreement of the site representative upon booking.

9. **Conduct**

- i) The hirer shall be present at all times during the letting and be responsible for the maintenance of good order, with special attention being paid to:-
- ii) The behaviour of those in attendance
- iii) The interests of residents in the neighbourhood so that they are not disturbed or caused any inconvenience.
- iv) Other functions being held elsewhere in the hired premises so that they are not interfered with.

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- v) All those in attendance vacating the premises in an orderly manner and by the finishing time as stated on the application form.

10. **Car Parking**

The parking of motor cycles, cars, lorries etc. on the hired premises shall be subject to the agreement of the site representative and permitted only on condition that:

- Any persons bringing such vehicles onto the premises, do so at their own risk and that they accept responsibility for any damage caused to, or injury to any person, or the property of the Governing Body by such vehicle, or the presence of such vehicles on the Governing Body's premises.
- The hirer shall maintain at all time, adequate means of access to fire appliances and other emergency vehicles within the car parking areas, and shall provide stewards, as determined by the site representative, for this purpose.

11. **Catering**

Any requests for the use of catering facilities should be made to the site representative at the time of booking.

12. **Smoking**

Smoking, including vaping, is NOT allowed on the school premises at ANY time of the day/night.

13. **Health and Safety**

The hirer shall:-

- Comply with all safety directives issued by the Governing Body and site representative.
- Ensure that all passages, exits and stairways in the hired premises, are kept clear during the hire period.
- Ensure that the number of persons admitted to the hired premises does not exceed the maximum determined by the Governing Body to comply with safety standards (details of the numbers permitted will be given by the site representative)
- Notify the site representative immediately in respect of all accidents which may occur during the hiring period.

The hirer shall not:-

- i) Introduce equipment for use in the hired premises, alter fixed installations, alter or remove fire and safety notices or equipment, or otherwise take any action which may create a hazard, without prior permission of the site representative.

- ii) Intentionally or recklessly interfere with or misuse anything provided in the interests of health safety and welfare.

14. **Right of Entry**

The Governing Body reserve to the site representative and such other persons that may be duly authorised by him/her the right of free and unimpeded entry at all time to the hired premises.

15. **Children and Young Persons Act 1933**

The hirer shall comply with the requirement of section 12 of the Children and Young Persons Act 1933.

16. **Cleaning**

The hirer shall be responsible for ensuring that the hired premises are left in the same condition as they were found. The Governing Body reserves the right to undertake an inspection following the function and to deduct from the hirer's deposit, as appropriate, or levy such charges as may be deemed necessary to reinstate the hired premises to a required standard.

17. **Right of Free Speech**

- i) The Governing Body endorse the principle of firm adherence to the right of free speech and reasonable access to public platforms for the purpose of that right, subject to the overriding need to ensure the safety of the buildings and public and to avoid the fomenting of racial hatred and discrimination as per our 'No-Platform Policy'. Accordingly, the right is reserved to refuse applications for the hire of the premises for a purpose or by an organisation where there is cause for apprehension that there might be a breach of the above policy.

18. **Site Representative**

All decisions made by the site representative shall be final. Any breach of these conditions of hire will be deemed sufficient cause for cancellation of the hiring.

19. **General**

In the event of any matter arising in connection with the letting of hired premises which is not covered by these conditions, the Governing Body shall have full power and authority to deal with the same in such a manner as it may deem advisable.

SAFEGUARDING

(Please also refer to the School's Safeguarding and Child Protection Policy)

Where the school is being let during hours where children will be present on-site, it is essential that full school safeguarding processes are adhered to. Any adults on school premises that will be involved in activities involving working alongside children in any capacity **MUST** have an up-to-date DBS check **AND** have attended the school safeguarding training session. They must have received, read and understood the most recent version of 'Keeping Children Safe in Education' (DfE). DBS checks can only be conducted by school on adults who will be in school on a basis of a minimum of 3 times per month without a break of 3 months or more. Any adult helper without a DBS check will need to be accompanied around school at all times by a DBS checked adult and **MUST NOT** be left alone with an individual child OR group of children at **ANY TIME**.

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The DSLs for Moseley C of E Primary School are: Mrs D Gallagher (Head Teacher), Miss Tina Hussey (SENCO), Miss Steph Ellis (TA) and Mr D.Rogers (Deputy Head Teacher).

As part of these safeguarding protocols, the school will require the name of a 'lead' person for each event. This person is FULLY responsible for ensuring the safeguarding processes are adhered to and that additional adults are aware of school expectations. This lead is also responsible for ensuring that the building is left in the same condition as it was prior to the event. Failure to do so will result in additional charges to cover the cost of cleaning.

Signed: _____

Date: _____