

THOMAS GAINSBOROUGH SCHOOL
LETTINGS, CHARGING AND REMISSIONS POLICY

Date of Policy: January 16

Date of Review: January 17

INTRODUCTION

Thomas Gainsborough School is a central part of the larger local community and as such we welcome the letting of school premises by the local community. To avoid any unfortunate “double bookings” we employ a year diary in which we enter the bookings. This is carried out by the Facilities Manager. Letting income includes income from hiring out rooms, the main hall, sports pitches or the swimming pool etc.

The school retains income from lettings of the school premises. i.e.

- Under the “Local Government and Housing Act 1989” all lettings income must be paid into the delegated budget;
 - Lettings income must not be paid into any voluntary or private fund held by the school;
 - Any costs incurred by the school due to a letting will only be met from lettings income.
1. Use of the premises for the school or LEA functions takes priority over lettings.
 2. The LEA can use the school on up to two occasions each year for the purpose of meetings arranged by the LEA, e.g. Chairs of Governors meeting with the Director of Education.
 3. It is the Governing Body’s responsibility to agree to the terms of any proposal to let any part of the site or buildings. This may be delegated to the nominated letting officer (Facilities Manager) and Sports Centre Manager.
 4. The Governing Body employs the following principles when setting charges for lettings:
 - a) Lettings to bona fide, non profit making community/voluntary groups will be charged at cost or less, to cover caretaking, energy, wear and tear and administration. If charged at less than cost then the subsidy will be provided by income already received from other lettings – there must be some overall net income.
 - b) The Youth and Community Service will pay any subsidy component direct to the school once the service has determined the subsidy component of that letting charge.
 5. The school premises will not be let if there is any reason to believe that any individual or organisation involved in the letting may bring the school’s name into disrepute. If any member of staff believes a letting should not be permitted he/she must report their concerns to the Governing Body.
 6. All individuals and/or organisations hiring any part of the school premises must conform to any relevant Health and Safety regulations. A statement pertaining to relevant Health and Safety issues should accompany any application for letting. If the school allows the hirer to undertake the locking up after the letting, the hirer is responsible for the health and safety issues, **not** the school.
 7. All hirers must have sufficient Third Party Liability insurance to satisfy SWAT requirements.
 8. Lettings charges will be reviewed annually by the Sports Centre Manager and the Business

Manager in conjunction with the Governing Body (*see Appendix A - Charges*).

9. Income will be either invoiced by the school using SIMS FMS or on a “pay and play” basis and paid to the Sports Centre.
10. VAT will be charged in accordance with the VAT regulations.

THOMAS GAINSBOROUGH SCHOOL

CONDITIONS OF HIRE

- Hirers are responsible for signing in and for monitoring persons on site, so that in the event of a fire alarm, all persons can be accounted for.
- All statutory requirements, including those relating to Health & Safety matters must be observed. The hirer must ensure that risks associated with the activity are properly controlled throughout the hire period and that the premises are returned to the control of the school in a clean and satisfactory condition. Any specialist cleaning or disinfectant required as a result of the hirer's/user's activity in the premises will be the sole responsibility of the hirer.
- Any vehicles parked are at the owner's risk.
- The cost of any maintenance or repair work which is necessary because of the hirer's/user's activities will be borne by the hirer.
- The school must ensure that hirers are acquainted with the emergency and evacuation procedures (which will be on display), including the location of fire alarms, extinguishers and emergency exits and muster points. This can be done during a premises familiarisation session in advance of the actual hiring. Once completed the hirer takes responsibility for briefing other users associated with the hiring.
- Hirers may ask to see the fire risk assessment.
- It is the responsibility of the hirer to provide first aid equipment and trained personnel. They must also carry out their own fire drills and organise their own fire procedure, including calling the Fire Service if a fire is suspected or has been seen, identifying a muster point and carrying out a check of users.
- The hirer will ensure that only that part of the building actually hired is used and must observe any instructions given by the site supervisor/member of school staff concerning the area available.
- Smoking is not allowed in any part of the school premises including the grounds.
- All mains powered electrical equipment brought onto the premises must be safe and evidence may be required that it has a valid test and inspection certificate. Lower voltage equipment must also be safe and in good condition.
- Fire exits must not be blocked or locked, nor should furniture, equipment or other obstructions be placed in corridors during the hiring.
- The hirer shall not allow so many users into the premises as to exceed the seating and/or dancing capacity declared in the hiring agreement. The Hall has a seating capacity of 250.
- The hirer shall provide a sufficient number of stewards as may be necessary to ensure adequate and efficient supervision of the users during a letting.
- The hirer is asked to arrange for users to park in designated area only.
- All scenery, costumes and drapes used for stage performances or the like should be of a fire resistant material.
- The hirer is responsible for providing access to a mobile telephone for emergency purposes. The hirer must contact a representative of the school as soon as practicable in the event of an emergency that puts the premises or school property at risk. The school will provide a contact number for such emergencies.
- Should children be present, adults must directly supervise them at all times.
- If coaching children or vulnerable adults, requirements on DBS checks must be followed.
- The hirer is responsible for ensuring that premises are left in a clean and tidy condition, including replacing any furniture that may have been moved. Any additional expense incurred by the school in the moving and replacement of furniture and equipment, or extra cleaning that may be necessary in returning the premises to a satisfactory condition, shall be recharged to the hirer.

INSURANCE

It is the responsibility of the **hirer** to effect suitable public liability and other relevant insurance cover. As a general rule, cover up to £5 million is required.

MISCELLANEOUS

1. In the event of an incident, fire or near miss, the school will ensure that **School Incident Report Forms** are made available to the hirer who, in turn, must ensure that one is completed whenever necessary. The school will follow up the report to ensure that it is completed correctly and that an investigation is undertaken. A review of the risk assessment for an activity will be required. If the hirer has produced a risk assessment then the hirer is responsible for undertaking the review and informing the school of any findings that may be relevant. The school is not responsible for undertaking risk assessments for hirer's activities.
2. In the event of a fire:-
 - The Hirer will call the Fire Service (if school staff are not present and supporting the activity).
 - All users will evacuate the building via the nearest fire exit and muster at the designated point.
 - Users must not re-enter the building until the "all clear" has been given.
 - Fires must be reported using the **School Incident Report Forms**.
 - In the event of a fire alarm call point being set off accidentally, the hirer must call the Facilities Manager on 07837 310871

LICENCES

The hirer is responsible for ensuring that any necessary licences required for a particular event have been obtained, such as theatre, performing rights or cinematograph licences. The school, where considered necessary, will normally obtain public entertainment licences for the premises.

THOMAS GAINSBOROUGH SCHOOL
CHARGES FOR SPORTS FACILITIES (with effect from 1 Jan 2016)

	Adults	Junior/ Concessions
	Inc. VAT	Inc. VAT
Main Hall (per 55 mins)	£39.00	£35.00
Small Hall (per 55 mins)	£23.00	£21.00
Badminton doubles	£9.50	£8.50
Badminton singles	8.50	7.50
Shuttlecock	1.50	-
Badminton racquet hire	1.00	-
Tennis Courts	£7.00	£6.00
Netball Court	£20.00	£18.00
Football pitch	£40.00	£33.00
Climbing Wall registration (inc 1 st climb)	5.00	£3.00
Climbing Wall	£3.00	£2.50
Climbing Wall hire (1 hour)	-	£25.00
Climbing Wall hire (2 hours)	-	£40.00
Synthetic Pitch (full)	£60.00	£55.00
Synthetic Pitch (half)	£37.00	£35.00
Dance Studio	£30.00	£25.00
Swimming Pool (casual)	£3.00	£2.00
Pool Hire (private)	£49.00	£49.00
Gym Induction	£15.00	£10.00
Casual Gym Session	£4.00	£3.50
Monthly membership	£25.00	£20.00
Couple Gym membership	£44.00	£36.00
Gym and classes	£28.00	£23.00
Couple Gym/classes	£49.00	£39.00
Individual classes	£4.00	£3.50

CHARGES FOR SCHOOL BASED AREAS (With effect from 1 April 2014)

Main Hall	£25.00 per hour
Personalised Learning Centre	By arrangement with Facilities Manager

NOTE:

VAT exemption

A series of 10 or more lettings to a club, school or similar organisation, extending over a season or at least three calendar months, and occurring not less frequently than once a fortnight, except for school holidays, are exempt from VAT. There must be a formal agreement granting exclusive use of a facility incorporating an obligation to pay for the series whether or not the option to hire is exercised on every occasion.

Standard rate VAT applies to single or casual lettings to groups or individuals.

CHARGING AND REMISSIONS

INTRODUCTION

The Governing Body recognises the valuable contribution that the wide range of additional activities, including clubs, educational visits and residential experiences can make towards students' personal and social education.

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

Participation in any optional extra activity will be on the basis of parental choice and a willingness to meet the charges. Parental agreement is therefore a necessary pre-requisite for the provision of an optional extra where charges will be made.

CHARGES

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

School Journeys in School Hours

The board and lodging element of the following residential activities deemed to take place within school hours,

eg Residential courses – Theatre Arts/English
Field trips – Geography/Biology

Any charge made in respect of individual students may not exceed the actual cost of providing the optional extra activity, divided equally by the number of students participating. It may not therefore include an element of subsidy for any other students wishing to participate in the activity whose parents/guardians are unwilling or unable to pay the full charge.

Activities outside school hours

The full cost to each student of the following activities deemed to be optional extras taking place in excess of 50% outside school hours:

eg Theatre and other Educational Visits
Clubs held at lunch time or after school
Performances and activities for students for which a charge is made (school play, discos, lectures, conferences, social trips organised by Tutor/Year groups, match fees, etc.)

Instrumental Music Tuition

The cost to the student for providing the following instrumental tuition:

eg Piano or Drum lessons

Resources are delegated to the Governing Body by the Education Funding Agency for instrumental tuition. The Governing Body has the right to make a charge to parents/guardians for all or part of the cost of providing such tuition. Charges will not exceed the cost to the school of such tuition.

Full charges will **not** be made in the following circumstances:-

- where a student is in receipt of (or registered for) free school meals the nationally agreed criteria for which is:
Income Support

Income related Employment and Support Allowance

Income-based Job Seekers Allowance

Child Tax Credit provided that Working Tax Credit is not also received and the family's annual income (as assessed by the Inland Revenue) does not exceed £16,190

Support under Part VI of the Immigration and Asylum Act 1999

Guaranteed State Pension Credit

Working Tax Credit during the four-week period immediately after your employment finishes or after you start to work less hours per week

Current legislation allows students to be charged for instrumental music tuition so long as a teaching group does not exceed 4 pupils. A charge may not be levied where the tuition is provided as part of a recognised external examination course within the school's curriculum.

The decision about charges for instrumental music tuition will be reviewed annually in the Summer Term and parents/guardians informed.

Materials, Instruments etc.

The cost of purchase, or hire, of instruments, materials, equipment or clothing (or the provision of them by parents/guardians) for the following activities:-

- CDT - Textiles, Resistant Materials, and Systems and Control - where parents/guardians have indicated in advance a wish to own the finished product.
- Cost of materials beyond the basic requirements, for example specialist woods or canvasses in Art, to be passed on to parents.

Food Technology - where it is hoped that parents/guardians would provide ingredients so that dishes can be consumed at home. Where pupils fail to provide such ingredients they will be provided with them, but the school reserves the right to dispose of the dishes.

The school can charge for the replacement value of damaged or lost books or equipment

Examination Fees

- Where a student has not been prepared for a public examination by the school, the Governing Body may make a charge for the cost of entering the student for the examination if previously agreed by the parents/guardians.
- If a student fails without good reason to complete the examination requirements for any public examination for which the school has paid (or is liable to pay) an entry fee, then the Governing Body may recover the fee from the parent/guardian.
- Re-sits where a student wishes to improve on the grade currently obtained.
- Where a parent/guardian or student requests papers from the examination board.

School Transport

Suffolk schools are not obliged to offer transport from home to school. This is the role of Suffolk County Council.

We have however assisted parents groups to buy transport where they live out of the priority transport area (catchment) to arrange group transport.

Where students used public transport to attend school but where services have been changed preventing transport to school we have offered a solution.

Where students attending a pyramid primary are not eligible for transport but can access an existing route the governing body agrees to pay the difference between a county discretionary place and the cost of a termly bus pass.

All routes the school is involved in are priced based on demand and the aim of a neutral cost to the school.

Pricing is based on a banded approach and weighted by number of students at a particular stop. Parents are free to write to governors (T. Metson acting in their proxy) to apply for discretionary support to funding.

Where space is available pro rata purchase of a seat is available on the understanding that a fulltime use of a place will take priority.

Mini Bus termly cost

CLARE, Market Hill	£300
CAVENDISH, The Bull, Bus Stop	£300
GLEMSFORD, Broadway	£240

Chambers contract (note this does not include use of late bus service) termly cost

LONG MELFORD, Post Office	£120
LONG MELFORD , Fire Station	£120
SUDBURY , Melford Road	£120
Tesco Bottle Bank	£120

Chambers contract (including access to late bus service) termly cost

Little Waldingfield/ Gt. Waldingfield/Acton	£180
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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/guardians to make a voluntary contribution towards the cost of providing education for students. If the activity cannot be funded without voluntary contributions, the Governing Body must make this clear to parents/guardians at the outset. The Governing Body should also make it clear that there is no obligation to make any contribution. No student should be excluded from an activity simply because the parents/guardians are unwilling or unable to pay. If insufficient contributions are raised to fund a trip, then it must be cancelled.

REMISSIONS

Parents/guardians are invited to apply for a charging remission on appendix B where the parents/guardians of a student are in receipt of:

Income support

Income-based Job Seekers Allowance

Child Tax Credit, provided that Working Tax Credit is not also received and the family's annual income (as assessed by the Inland Revenue) does not exceed £16,190

Support under Part VI of the Immigration and Asylum Act 1999.

Guaranteed element of State Pension Credit

Universal Credit

Income-related Employment & Support Allowance

The Governing Body will remit in full the cost of board and lodgings for any residential activity that it organises for the student if the activity is deemed to take place within the school hours or where it forms part of the syllabus for a prescribed public examination or the National Curriculum.

In other circumstances, there may be cases of family hardship which make it difficult for students to take part in particular activities for which a charge is made. When arranging a chargeable activity the Governing Body will invite parents/guardians to apply in confidence for the remission of charges in part or in full. Authorisation of remission will be made by the Headteacher - in consultation with Chair of Governors etc.

THOMAS GAINSBOROUGH SCHOOL

APPLICATION FOR CHARGING AND REMISSION

Parent/Guardian's Name	
Address	
Telephone Number	
Students Name	
Students Tutor Group	
Trip/Activity where assistance is requested	
Are you currently claiming free school meals?	YES / NO
If you are not claiming free school meals, please send us recent proof that you are receiving Income Support, Income based Job Seeker's Allowance, Child Tax Credit and no Working Tax Credit and a joint annual income that does not exceed £16,190, Guaranteed State pension Credit or support under the Immigration Act, Income-related Employment & Support Allowance. Please do not send us your benefit book.	
Parent/Guardian's Signature	
Date	

Office Use only:
Evidence seen:
Date:
Remission agreed/refused
Amount £
Business Manager's signature:
Date: