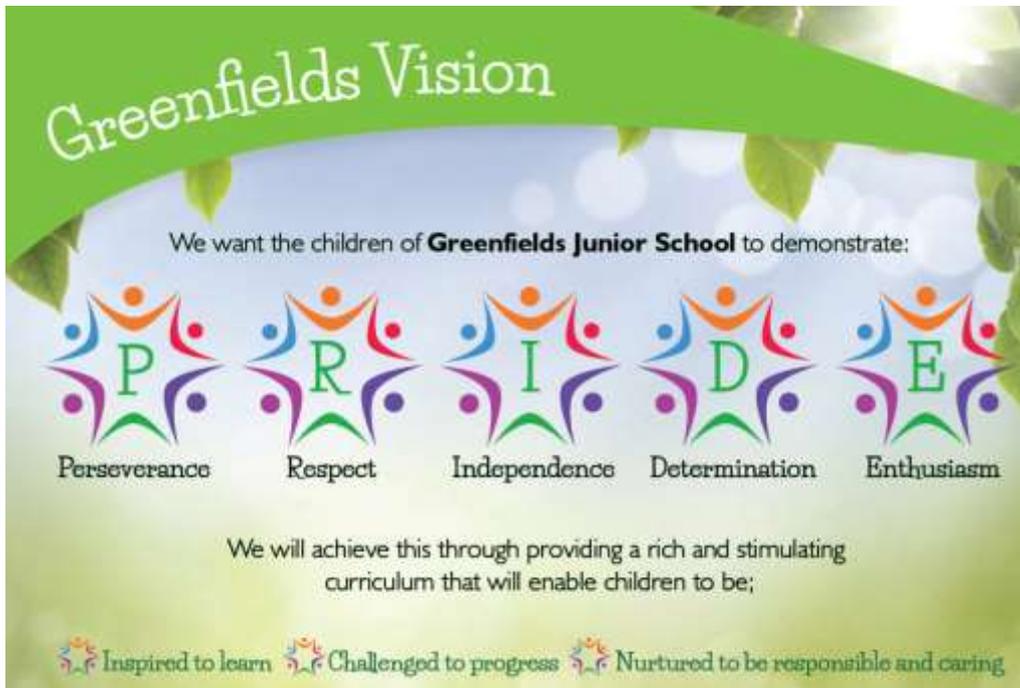


CHARGING, REMISSIONS, LETTING and DEBT RECOVERY POLICY

Approved		Responsibility	Resources Committee
Review	Annually		



Policy approved	Feb 2008
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GREENFIELDS JUNIOR SCHOOL

CHARGING, REMISSIONS, LETTING and DEBT RECOVERY POLICY

BACKGROUND

There are areas of school life where the cost of provision of an activity or event is exceeded by the school's ability to pay through the normal financial channels, i.e. the Official School Fund from Hampshire County Council and the school's own Unofficial Fund, which contains monies raised by the school in other ways (sponsorship, donations, voluntary contributions, etc).

POLICY

The school's policy for charging for these activities is that each should be non-profit making, but cover costs. If an activity cannot be funded without a voluntary contribution, the governing body or headteacher will make this clear to parents at the outset. However, governors recognise that some families are not able to afford the charges to achieve this. In such circumstances, other parents of children taking part in that activity will not be asked to subsidise by increasing their charges. Therefore, on behalf of the governing body, the Headteacher and deputy Headteacher will decide whether that activity should be subsidised. Each decision will take into account benefit to the children and financial position of the school. Amounts involved will be reported to the Resources Committee.

MANAGEMENT

The management of each activity is outlined below:

Music Tuition

The school has an arrangement with the Hampshire Music Service through the Management Partnership Scheme, whereby we buy in their services (usually peripatetic music teachers, but also curriculum support and/or workshops in music). We receive a certain sum of money in our Revenue Budget at the beginning of each financial year to cover the cost of providing this support. Such is the level of interest in learning a musical instrument at Greenfields, that our income from Hampshire meets only a small part of the overall cost of Hampshire Music Service's costs. The balance is passed on to parents, which is to increase over the next 2 years as follows:
to £60 from September 14 and to £65 from September 2015.
Any circumstances of individual hardship, e.g. parents on income support, are treated on an individual basis and support will be given if possible.

School Visits - Residential

Each year we provide residential visits for our children. The cost of this visit is passed directly to parents who can either pay by instalments or, following a deposit, by a lump sum approximately 12 weeks before the event takes place. The cost, at present, of a five day residential is in the region of £350, inclusive of travel and £180 for a three day residential. Cases of financial hardship are considered on an individual basis.

Once again, these visits are non-profit making.

School Visits - Day Trips

These are paid for by voluntary contributions from parents with the understanding that, if a sufficient number do not contribute, then the visit cannot take place. Every effort is made to keep the costs down to a minimum, with paramount importance being paid to safety and particularly transport safety.

Sports

Our Swifts Sports Club is run by professional and semi-professional coaches/trainers. Their salaries are paid for through the parents' termly subscriptions. These are calculated at £3.00 per session per child. Subscriptions are paid termly, in advance. This cost is reviewed annually and increased charges are approved by the Resources Committee.

Cooking

Occasionally children will prepare a meal as part of Food Technology. The parents of these children will be asked for a voluntary contribution to cover the cost of the ingredients. The food is either consumed by the children after it has been prepared, or is taken home by the children.

Design and Technology

Occasionally, children will as part of their D & T project, be asked to pay a nominal sum towards the cost of materials.

Greenfields After School Playscheme

This childcare scheme, which is operated by the governors of Greenfields, is open each school day between 3.35pm - 5.30pm. The scheme, which is open to all children from Oakwood and Greenfields between the ages of 5 and 11, provides a secure and stimulating after-school environment for the children of those parents who have other commitments at this time. The cost is to move to £5.00 per child per half hour. Any circumstances of individual hardship, e.g. parents on income support, are treated on an individual basis and support will be given if possible.

There may be instances where payments are not prompt or monies exceed a pre-determined amount. In these instances our Debt Recovery policy will be used. See Annex A

Lettings

The governors of Greenfields junior school will ensure that school facilities are widely available to the community served by the school, subject to the school's own requirements and to any directions given by the Local Education Authority.

The governing body has to be reimbursed for any costs arising from **lettings**. The school's budget cannot be used to reduce the cost of hiring its facilities. The governing body has to set hire charges to users which at least cover the actual costs incurred by the school.

The County Council offers schools a community subsidy to support use by community groups, on condition that the governing body applies an agreed scale of charges for such groups. The income from charges and the subsidy is calculated to cover the school's direct and indirect costs. The subsidy system is intended to help make hire charges more affordable. The governing body still needs to determine its own charges for users not eligible for subsidy.

Procedure for arranging a hire

The hirer should complete and sign a hire agreement form.

The hirer should receive a copy of the conditions of hire at the time of booking (See Appendix B). This signature will be deemed to be acceptance of the hire conditions.

All hirers need to sign a hire agreement form in order to be covered by the County Council's public liability insurance policy. This condition applies to both daytime and evening use. It is still necessary when the letting is 'free' or subsidised. When PTAs are using school premises, it is important that the form is completed to ensure insurance cover applies, even if no charge is made. Hirers should be given a summary of the County Council's insurance policy for community use with the application form. See Appendix(D). This cover is for public liability only. **Headteachers should ensure that hirers have their own insurance to cover themselves against claims for personal injury or damage to/loss of property or any negligent act by persons running the activity, their servants or agents whilst on school premises. These records are kept in the school office.**

Caretaking services

Where use of facilities takes place outside the normal hours of duty of the caretaking staff, the caretaking staff may be invited to work overtime. Alternatively governors may wish to employ other personnel or to appoint other keyholders, although any changes to custom and practice must be agreed with the caretaker. To avoid any unauthorised use of premises or equipment, the person responsible for security should be informed of the exact extent of the facilities authorised for use by each hirer and the approved time of use.

Safety

In relation to activities for children, the hirer must ensure there are sufficient adults present to be in full control of the children throughout the whole period during which they are on the school site. The headteacher is responsible for ensuring that the person(s) running the activity is both technically competent to run the activity and suitable to be responsible for children, including CRB checks as appropriate. The headteacher is advised to retain a copy on file of any qualifications, references etc.

Hirers should also be given guidance on the maximum number that can safely be accommodated.

DISABILITY DISCRIMINATION ACT

It is illegal to discriminate against individuals with disabilities or groups catering for those with disabilities when letting school facilities.

Appendix A

GREENFIELDS JUNIOR SCHOOL DEBT RECOVERY POLICY

Greenfields Junior School may experience bad debts and therefore controls need to be in place to ensure that monies are recovered as soon as possible.

All staff involved in the debt recovery process should be aware of the following procedures.

Debt recovery procedures

In order to prevent further debt accruing:

- In line with our school policy, all monies owing should be paid within 7 working days.
- The school will send a reminder, if the debt is still outstanding, 7 days after it arose, a second reminder 7 days later and a final demand 14 days after the second reminder.
- If the debt is material (ie over £50) then funded services provided by the school will cease until the debt is paid in full.
- If action taken by the school to recover the debt is not successful and the debt is material (ie over £50) then it can be referred to County Treasurer's Debtors Group where appropriate action can be taken. However, according to the Scheme for Financial Management in Schools:

'Headteachers may write-off any amount of income due up to a maximum of £200 if they consider it is irretrievable, and must sign an explanatory record giving reasons for the write-offs. Records must be kept for inspection.'

It is therefore at the headteacher's discretion to decide whether to write off debts up to £200.

- The finance officer at the school must ensure that appropriate accounting adjustments are made following write-off action. In accordance with the Scheme for Financial Management in Schools.

The Governing Body can approve the write-off of debts up to £1000.

The responsibility of the County Treasurer is:

- 'In consultation with the chief officer, to agree the write-off of bad debts of between £1,000 and £5,000.'
- 'To obtain the approval of the Executive member in consultation with the relevant chief officer, for writing-off debts in excess of £5,000.'

APPENDIX C: Conditions of hire for issuing to the hirer

Greenfields Junior School

- 1 **Acceptance of conditions**
The hiring of accommodation is permitted only on the conditions outlined in the following regulations. Acceptance of the hire agreement is deemed to be acceptance of these conditions.
- 2 **Compliance with conditions**
The hirer (the person or body to whom the hire is granted) shall be responsible for compliance with these conditions.
- 3 **Applications**
Applications for the hire of premises should normally be made at least three weeks in advance. In general, reservations will not be accepted for dates more than twelve months in advance, except for special events such as those needing extensive preparations.
- 4 **Gymnasium/sports hall**
Only suitable footwear should be worn in the gymnasium. No school games equipment may be used without permission and gymnastic equipment can only be used when an adult with recognised qualifications for the proposed activity is personally supervising at all times. For safety reasons, this condition also applies to other indoor activities with young people. For further guidance the hirer should consult the regulations described in the HCC document 'Safety in Physical Education' available at the school.
- 5 **Catering facilities**
The hirer must agree to the contractual, hygiene and health and safety obligations set out in the Contract Management Guidelines (red folder), paragraph 13 page 9, and to the payment of the deposit 10 days prior to the hire and the payment of the hire charges. This is in addition to any separate charges levied by the school for the use of any school facilities used in conjunction with the hire of the catering premises.
- 6 **School equipment**
No use may be made of apparatus such as stage fittings, pianos etc., without specific permission. No use may be made of the adventure playground or outdoor equipment under any circumstances.
- 7 **Fabric and fittings**
The fabric and fittings (including electrical installations) and contents of the premises shall not be interfered with in any way. No treatment shall be given to prepare a floor for dancing and the wearing of stiletto heels is prohibited. Only authorised persons shall use steps or ladders. The hirer shall, at the end of the hire period, leave the accommodation in a reasonable tidy condition, all equipment being returned to the correct place of storage.
- 8 **Storage**

Storage facilities cannot be provided. When hirers are permitted to leave equipment on the premises, they do so entirely at their own risk.

9 Hirer's property

Furniture and apparatus required may be brought on to the premises at the hirer's own risk. Hirers shall not bring on to the premises, without the prior consent of the governors, any article of an inflammable or explosive nature, nor any article producing an offensive smell, nor any other substance, apparatus, or article of a dangerous nature.

10 Refusal of hire

The governors may refuse an application to hire the premises if:

- a) The premises are required by the school.
- b) There has been any damage to the property, or breach of these conditions during previous use of the premises by the hirer.
- c) For any other reason the governors deem it necessary or expedient to withhold the permit.

No compensation shall be payable by the governors by reason of such a decision.

11 Cancellation by the governors

Apart from exceptional circumstances, the governors will give at least four weeks' notice to the hirer, should it become necessary to cancel or postpone a letting.

12 Cancellation by the hirer

The hirer must give at least four weeks' notice of cancellation to the headteacher, acting for the governors. If any shorter period of notice is given, the governors reserve the right to pass on to the hirer any costs unavoidably incurred or to impose a cancellation charge.

13 Payment of charges

All hire charges must be paid within one month of the invoice being issued. This invoice will be issued at the end of each month for all the hirers that have taken place in that month.

The governors reserve the right, on proper notification, to invoice the hirer for any charges arising from excessive cleaning time incurred as a result of the hirer failing to leave the accommodation in a reasonable condition, or for repair of the premises or equipment damaged by the hirer, or resulting from the hirer failing to vacate the premises by the time stipulated in the hire form.

The hirer shall, if so demanded, pay at the time of booking a refundable deposit to be held by the governors against costs unavoidably incurred as the result of insufficient notice of cancellation of booking, any damage caused by the hirer, or additional cleaning required as a result of the premises not being left in a reasonably tidy condition. The proportion of the deposit to be retained will be decided by the governors and their decision will be final. Use of school meals facilities and equipment is subject to County Council conditions and a deposit of £100 is required.

14 Statutory requirements

All statutory requirements, including those relating to health and safety and public entertainments, must be strictly fulfilled by the hirer. Film, music, dancing

(including disco) and stage events must be considered to be public entertainment unless entrance is restricted to those who are bona fide members of the organisation hiring the accommodation. For all public entertainment, it is the hirer's responsibility to inform the local Council's Licensing Officer and obtain the appropriate licence. This applies if tickets are to be sold at the door or advertised to the public, but also if tickets are offered to friends and neighbours or even if admission is free and open to all.

No musical works in the repertoire of the Performing Rights Society may be performed in public on the premises unless the hirer has obtained the permission of the society. No copyright material may be delivered or performed unless the consent of the owners of the copyright has been obtained by the hirer.

15 Attendance and behaviour

The hirer shall ensure that the number of persons using the premises does not exceed that for which the application was made and approved.

The hirer shall be responsible for ensuring the preservation of good order for the full duration of the letting and until the premises are vacated. The hirer shall be liable for damage caused by unruly or inappropriate behaviour.

It is the hirer's responsibility to ensure that all those attending are made aware of their responsibilities, and the County Council's and hirer's insurance arrangements.

16 Alcohol

In no circumstances shall alcoholic drinks be available at any function without prior written consent of the governors. Permission will be granted only in exceptional circumstances. Alcohol can only be sold or supplied at schools with a Single Premises Licence. Applications must be made in writing at the time the hirer applies for the use of the premises and must give at least one month's notice. Only persons with a Personal Licence can be authorised to supply alcohol. Details of the licence holder must be made available at the time of application. If the governors grant permission for alcoholic drinks to be sold it will be the hirer's responsibility to apply to the local licensing authority (10 days notice required) for a Temporary Event Licence and/or to comply with any other condition of the school's Single Premises Licence. The hirer will also be responsible for the payment of any fees charged by the licensing authority.

17 Gambling

The premises may not be used for games of chance, other than bingo, unless specific permission has been granted by the governors.

18 Fire precautions

Hirers shall familiarise themselves with the fire precautions in force on the premises and with the means of escape in the event of a fire. Fire and other exits must be kept clear at all times.

19 Smoking

Smoking is not allowed on school premises.

20 Caretaker

The caretaker is instructed by the governors to ensure that the conditions of hire are fully complied with. All reasonable instructions given by the caretaker on duty must therefore be followed.

21 Car Park

The hirer must ensure that persons using the car park, park in marked bays only **Under no circumstances** should parking be allowed on double yellow lines or the grass. Any debris left in the car park **must** be cleared by the hirer at the end of the hiring session.

22 Right of access

The governing body and its agents reserve the right of access to the premises during the letting.

23 The headteacher or his/her representative reserves the right to suspend or withdraw use of the school, its grounds or the car park by an individual group with immediate effect on the following grounds:

- causing intentional damage to the school, its equipment or any personal belongings of other users
- violent, threatening or abusive behaviour to a member of staff or other users
- theft of any property belonging to the school or other users
- disruptive behaviour which is interfering with the activities of others
- behaviour which puts at risk the health, safety or well-being of others
- behaviour which is deemed to be offensive and/or results in complaints from users
- refusal to follow reasonable directions from the caretaker or other members of the school's staff
- non-payment of school invoices
- any other behaviour which is considered inappropriate to the smooth and efficient operation of the school, or against the interests of all users.

Following the suspension, the user will be given reasons in writing and will be offered the opportunity to appeal to the governing body whose decision will be final.

APPENDIX: Public liability insurance policy

HAMPSHIRE COUNTY COUNCIL

Public liability insurance policy with Zurich Municipal Insurance

Insurance cover operates for the specified duration of the letting concerning the legal liability of user(s) for:

- 1 Bodily injury to persons other than members of the using organisation as a result of its activities.
- 2 Loss of, or damage to, [arising out of the negligence of the hirer or any person or group of persons using the premises with the consent or permission (implied or otherwise) of the hirer]
 - a) the County Council's property and equipment whilst being used by the hirer
 - b) members of the using organisation's personal property

subject to an excess of £100 in respect of any loss of, or damage to, property caused other than by fire or explosion.

ie. THE HIRER MUST MEET THE FIRST £100 OF EACH AND EVERY CLAIM

The limit of indemnity is £3,000,000 in respect of any one incident

The conditions of the policy that the hirer(s) should not deliberately do, or fail to do, anything which is known will inevitably, or with reasonable foresight, result in bodily injury or loss/damage to property.

The hirer(s) should act responsibly at all times and ensure activities are suitably controlled and organised. Care must be taken to ensure adequate supervision of inexperienced participants and appropriate use/maintenance of equipment.

Cover **does not extend** to injury as the result of participation in the activities of the hirer(s).

It must be emphasised that insurance cover on this policy relates to **legal liability only**.

Should a claim be considered appropriate under this policy, details of the insurers and the policy number may be obtained by the hirer(s) from the school.

Application for the hire of facilities at School

The application should be sent to the school and should normally be made at least 14 days before hiring is required.

Name and address of applicant _____

(to whom correspondence can be sent) _____

Telephone number _____ Postcode _____

Name of organisation and position within organisation (if applicable) _____

Facilities required

Gymnasium	<input type="checkbox"/>	Sports hall	<input type="checkbox"/>	Hall	<input type="checkbox"/>	Kitchen*	<input type="checkbox"/>
Sports pitch/court (specify)	<input type="text"/>		Hard/grass area (specify)	<input type="text"/>			
Room(s) specify number	<input type="text"/>		Other facilities (specify)	<input type="text"/>			

** A deposit of £100 is required for the hire of the kitchen payable at least 10 days prior to date of letting.*

Purpose of hire	_____	Do you wish to provide bar facilities?	YES / NO

Apart from organisers, is the proposed hire exclusively for:

Young persons under 18 or members of a registered youth group	YES / NO	Older persons group or adult with disabilities	YES / NO
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Date(s) required	_____	Time from	_____	to	_____
	_____		_____		_____
	_____		_____		_____

Declaration

- 1 I have read and accept the school's conditions of hire, and agreed to abide by these and any special conditions communicated to me.
- 2 I agree to indemnify the County Council against any accidents or damage to County Council property or injury to persons which may be incurred as a result of the hiring unless caused by the negligence or breach of statutory duty of the County Council. I understand that the County Council have taken out a policy of insurance, brief details of which have been supplied to me, which provides an indemnity for my legal liability for accidents, damage and injury.
- 3 I enclose a copy or copies of appropriate qualifications held by the person(s) running the activities (where appropriate) in support of this application.
- 4 I accept that an additional charge may be made in respect of damage caused to the building or school property through negligence or wilful intent.
- 5 I understand that there will be a minimum charge unless there is a concurrent hirer.
- 6 I agree to the payment conditions.
- 7 I am over 18.

Signed _____ Name in full _____ Date _____

This section will be returned to you as confirmation or otherwise of the letting. It is **not** an invoice.

Name _____

Address

Approval is given/not given to your application to hire _____(facilities)

at _____ School on _____

The charge will be £ _____# starting at _____ hours and finishing at _____ hours, unless the minimum charge applies or the period of letting exceeded. An invoice for the actual charge will be issued **after** the hire. # *Subject to re-check.*

Declaration - Car Park use

- 1 I have read and accept the school's conditions of hire, and agreed to abide by these and any special conditions communicated to me.
- 2 I agree to indemnify the County Council against any accidents or damage to County Council property or injury to persons which may be incurred as a result of the hiring unless caused by the negligence or breach of statutory duty of the County Council. I understand that the County Council have taken out a policy of insurance, brief details of which have been supplied to me, which provides an indemnity for my legal liability for accidents, damage and injury.
- 4 I accept that an additional charge may be made in respect of damage caused to the building or school property through negligence or wilful intent.
- 7 I am over 18.

Signed _____ Name in full _____ Date _____

This section will be returned to you as confirmation or otherwise of the letting. It is **not** an invoice.

Name _____

Address

Approval is given/not given to your application to hire _____ (facilities)

at _____ School on _____

The charge will be £ _____ starting at _____ hours and finishing at _____ hours, unless the minimum charge applies or the period of letting exceeded. An invoice for the actual charge will be issued **after** the hire. # Subject to re-check.