



# St PAUL'S (COFE) PRIMARY SCHOOL

# **Art Block Booking Reservation Pack Faith - Hope — Love**

# This pack contains:

- Charging & Remissions Policy
- Lettings Terms and Conditions
- Booking form
- Conditions of hire form

Reviewed November 2021

**Next Review** November 2025

## **Charging & Remissions Policy**

# St. Paul's Church of England Primary School

#### Introduction:

St. Paul's School is an inclusive school offering equality of opportunity to all pupils within the school. We aim to provide a broad and varied range of experiences for the pupils.

This may include trips, visits and the use of visiting groups. The Governing Body recognises the valuable contribution that a wide range of activities can make to a child's development.

#### **Voluntary Contributions:**

When organising school trips, activities or visits to enrich the curriculum and the educational experience of the children, the school invites parents to contribute to the cost. These contributions are to enable an activity to take place and enhance the children's education.

They will cover the cost incurred and not make a profit. Parents are under no obligation to make any contribution and pupils of parents who are unable or unwilling to contribute will not be discriminated against and will be included if the activity goes ahead. In the event of insufficient voluntary contributions being made the activity may have to be cancelled and refunds will be given.

#### **Prohibition of Charges:**

The school is prohibited from charging for the following:

- Education provided during school hours or outside school hours if it is part of the National Curriculum
- Education provided on any trip as part of the National Curriculum
- Transporting pupils in connection with an educational trip

#### **Charges:**

There is a charge for:

- After School Club and extra-curricular clubs in order to cover the costs of materials, wear and tear to equipment and payment to staff and sports coaches.
- Instrumental tuition for individual pupils or for pupils in groups (which is not part of the national curriculum)
- Top up charges for Nursery, for parents who wish their child to attend fulltime, but are not eligible for 30 hours funding

#### **Residential Visits:**

A charge will be made for the cost of board and lodging and the charge will not exceed the actual cost of provision. Other expenses, including transport costs, are met by voluntary contributions.

Parents who can prove they are in receipt of the following benefits will be exempt from paying the cost of board and lodging:

- Universal Credit in prescribed circumstances;6
- Income Support (IS);
- Income Based Jobseekers Allowance (IBJSA);
- Support under part VI of the Immigration and Asylum Act 1999;
- Child Tax Credit, provided that Working Tax Credit is not also received and the family's income (as assessed by Her Majesty's Revenue and Customs) does not exceed £16,190 (financial year 2016/17);
- The guaranteed element of State Pension Credit;
- Any income related employment and support allowance that was introduced on 27 October 2008.

These criteria are aligned with eligibility for free school meals.

#### **Breakages:**

In cases of wilful or malicious damage to equipment or breakages, or loss of school books or equipment on loan to pupils the Headteacher in consultation with the Chair of the Governing Body may decide to make a charge. Each incident will be dealt with on its own merit and at their discretion.

#### **Remissions:**

The school may wish to reduce or remit charges to particular groups of pupils for certain activities and may decide not to request voluntary contributions.

The school will make every effort to support a child's participation in an activity where parents are undergoing financial difficulties. Individual cases should be discussed in complete confidence with the Head Teacher.

For further information see DFE advice - Charging for School Activities.

## **Lettings Terms & Conditions**

## St. Paul's Church of England Primary School

#### **Terms and Conditions**

#### 1. Interpretation

- a. Health and Safety Legislation:
- b. School: means the Governing Body of the School, its employees and agents.

#### 2. Use and Access

- a. The School permits the Hirer to access and use the Premises on the times specified for the Permitted Use.
- b. The School do not warrant that the Premises are fit or suitable for the purpose of the hire.
- c. The Hirer is responsible for ensuring these terms and conditions of use are observed and for the effective supervision of the arrangements and activities in the Premises during the Hire Period and for the prevention of disorderly behavior.
- d. The Hirer will be responsible for obtaining and paying for any Public Entertainment Licence required.
- e. The School retains the right to access the Premises at all times during the Hire Period and the Hirer must comply with any reasonable instructions given by School staff.
- f. The Premises remain in the Schools' legal possession notwithstanding the Hirer's occupation during the Hire Period and such occupation shall not be deemed to constitute or create any lease or tenancy.

#### 3. Restrictions on Use

- a. The Hirer shall not use the Premises for any illegal purpose nor for any purpose or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the School or any other occupiers within the Building or any owner or occupier of neighbouring property.
- b. School kitchens may only be used with the express consent of the School and may incur an additional fee to cover the attendance of a representative of any contractor and/or additional cleaning.
- c. The Hirer shall not make any alterations or addition to the Premises, shall not affix any items to the Premises and no interference is to be made with School property/equipment or other parts of the building which do not form part of this hire agreement.
- d. Alcohol is not to be allowed to be sold on the Premises unless prior permission is given by the School and a licence obtained by the Hirer.
- e. Illegal drugs are not to be brought onto or consumed on the Premises.
- f. No items of a flammable, dangerous or noxious character may be brought onto the Premises, including fireworks, confetti or gas.
- g. Smoking is not allowed on the Premises or the building at any time.
- h. No betting, gaming or gambling is allowed on the Premises without the written permission of the School and the relevant licence from the licensing authority.
- i. Dogs, other than guide dogs for the blind or other assistance dogs, shall not be allowed on the Premises.

#### 4. Hire Fee and Deposit

- a. The Hire Fee is due and payable [] days prior to the Hire Period.
- b. The School reserves the right to require a deposit over and above the Hire Fee as a surety against damage to the Premises (including any Equipment) or the Premises being left in an unacceptable condition requiring additional cleaning, caretaking or other expenses.

#### 5. Condition and Damage

- a. The Hirer will keep the Premises in a clean and tidy condition when in occupation. The Premises must be left in the same condition as before the Hire Period.
- b. Any damage, destruction or theft that occurs during the Hire Period in or to the Premises, to the building, equipment or School property will be the responsibility of the Hirer and the Hirer shall pay to the School the cost of making good any such damage.

#### 6. Insurance

- a. The Hirer must hold public liability insurance in respect of their occupation of the Premises for a minimum of £5 million and will provide a copy to the School.
- b. [The School may at its discretion waive the requirement to hold public liability insurance where the Hirer is an individual or small informal group of individuals (not using the Premises for commercial or business purposes) who do not hold public liability insurance and who may find it difficult to obtain. In these circumstances, the School will arrange for the Hirer to be covered under the Schools own public liability insurance and any extra associated costs will be reflected in the Hire Fee.

#### 7. Indemnity

a. The Hirer shall keep the School indemnified against all expenses, costs, claims, damage and loss (including any diminution in the value or loss of amenity of the Premises) arising out of the use of the Premises by the Hirer or from any breach of any of the Condition of Hire by the Hirer, or any act or omission of the Hirer, or any other person on the Premises with the actual or implied authority of the Hirer.

#### 8. Loss

- a. The School does not accept liability for any loss, theft or damage to property brought onto the Premises by or on behalf of the Hirer or damages to vehicles parked in any car park provided or injury to any person however caused.
- b. The School shall not be liable for any loss or damage suffered by the Hirer as a direct or indirect result of the performance of this hire agreement being prevented, hindered or delayed by reason of any act of god, riot, strike or lockout, trade dispute or labour disturbance, accident, breakdown of plant or machinery, fire, flood, difficulty in obtaining workmen's materials or transport, electrical, power failures or other circumstances whatsoever outside its control and which affect the provision by the School of access to or use of the Premises.

#### 9. Assignment

a. This hire agreement is personal to the Hirer and the Hirer shall not assign or underlet or part with or share possession or occupation of the Premises.

#### 10. Health and Safety

- a. 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.
- b. The Hirer should, as far as possible, have an accurate list of those present.
- c. Any portable equipment to be used must have a current PAT test certificate.
- d. The Hirer must ensure they are aware of the fire exits and the fire and emergency evacuation procedures. The Hirer is required to take any precautions necessary to ensure the safety of those attending during the Hire Period, including ensuring the means of escape from fire are not blocked or impeded.
- e. The Hirer will immediately inform the School of any emergency, accident or serious incident that occurs during the Hire Period by telephoning the School Emergency Contact. The Hirer will be responsible for reporting any accident to the Health and Safety Executive.

#### 11. Safeguarding and Child Protection

- a. Hirers providing services to children must have policies and procedures in place to ensure children's safety and any Risk Assessments and DBS certificates required by the Hirer must be supplied to the School upon request.
- b. At an event where the number of children is likely to exceed 100, the Hirer must ensure that a sufficient number of adults are stationed to prevent more children being admitted, to control the movement of the children and to take all reasonable precautions for the safety of the children as required by the Children's and Young Person's Act 1933.

#### 12. Cancellation

- a. The Hirer may cancel the booking at any time by contacting the School. [Insert cancellation policy here for example -[If a booking is cancelled with more than one weeks notice, the full Hire Fee and any Deposit will be repaid. If less than one weeks notice is given, only 50% of the Hire Fee will be repaid. The Hirer will pay the full cost of the hire for bookings cancelled less than 24 hours before commencement of the Period of Hire.]
- b. This agreement will be cancelled immediately should the Hirer breach these Conditions of Hire at any time and no Hire Fee (or part thereof) shall be refundable.
- c. The School reserves the right to cancel the booking at any time without notice and without assigning any reason, but will endeavor to give as much notice as possible. In such circumstances, the School will refund the Hire Fee (and any deposit), but will not be responsible for any loss or expenditure whatsoever in relation to the letting which the Hirer may have incurred or be liable to pay.

#### 13. Advertising

a. The School must approve all advertising and posters concerning the use of the Premises.

# **Booking form**

# St. Paul's Church of England Primary School

Name of Hirer								
(person, body, a	association, limited	company)						
Address of Hirer								
Contact Number(s)								
Email Address								
Purpose of hire								
Attendees	Total No:		No. Adults:		No. Children:			
Single Booking	Date:		Start time:		End time:			
Block booking	Frequency/days:		otare emile:					
	Start date:		End date:					
	Start time:		End time:					
Booking times must allow sufficient time for preparation and clearing away before and after the event.  The School does not provide any warranty that the Premises, facilities and equipment provided are suitable for the intended purpose of the hire. The Hirer is required to satisfy themselves that their requirements are met and the facilities are fit for purpose.								
Will refreshment	s be served?			☐ YES		] NO		
Will alcohol be consumed?				☐ YES		NO		
If yes, will the alcohol be served or sold?				☐ YES		] NO		
If permitted by the School, the relevant licence must be obtained for all events that will involve the sale of alcohol, gambling and public entertainment. I have read and accept the terms and conditions of Hire and I confirm that I am over the age of 18.								
I have read and accept the terms and conditions of Hire and I confirm that I am over the age of 18.								
Signed (Hirer):								
Full name:								
Date:	//							
	confirmation of who							

Please return the form to: Mr R Edwards

Agreement has been signed by the Hirer and the School.

# (School use only)

This application for letting is: ACCEPTED/REJECTED		
Signed:		
Full name:		
Date:/		
Evidence of own insurance cover supplied and approved	☐ YES	□ NO
If no, include in Schools insurance cover	☐ YES	□ NO
Does the letting involve working with children/young people	☐ YES	□ NO
If yes, has the School followed their safeguarding procedures	☐ YES	□ NO

# **Conditions of hire**

# St. Paul's Church of England Primary School

# **Conditions of Hire**

The Governing Body of St Paul's C.E. Primary School of Penrose Street, Walworth, London, SE17 3DT permits the hiring of facilities within the School ("the Premises" as set out below) on the Conditions of Hire and Booking Form attached and the following particulars apply:

Name of Hirer:
Address of Hirer:
Hire Period:
Start date://
End date:/
Hire fee:
Deposit:
Permitted use:
Equipment provided:
School Emergency contact:
Signed on behalf of the School:
The Hirer confirms that they have read and understood these Conditions of Hire and agrees to be bound by such terms and conditions from the commencement of this agreement.
Print Name:
Signed on behalf of the Hirer: