



Orchard Junior School

Growing together. **Branching out.**

Charging, Remissions and Lettings Policy

Last Review Date:	November 2024
Reviewer:	Resources
Review Cycle:	Annual
Next Review Date:	Autumn 2 2025
Notes:	Based on DfE document last updated May 2018
Statutory/Published on Website:	Yes/Yes

Orchard Junior School offers a broad and balanced curriculum aimed at meeting the needs of all children to ensure that they enjoy their education and achieve to their full potential. Additional activities may be offered to further enhance the educational experience.

It is the Governing Body's intention that all pupils should have an equal opportunity from school activities although some activities offered to the pupils will incur an additional charge.

Charging

Please note the difference between a "charge" and a "voluntary contribution":

- Charging is where the School has the legal right to be paid for the service it is providing.
- Voluntary Contributions are where the School has the legal right to request a contribution towards the cost of the activity, and if insufficient voluntary contributions are received the activity will be cancelled. The Voluntary Contribution requested should not exceed the cost of an individual pupil.

The Governing body recognises its responsibility to ensure that the offer of activities and educational visits does not place an unnecessary burden on family finances. To this end we will try to adhere to the following guidelines:

- where possible we will publish a termly list of visits so parents/carers can plan ahead
- we have established a system for parents/carers to pay in instalments

Activities during school hours

No charges are made for education during school hours. School hours are when the school is in session and do not include the break in the middle of the day.

The school provides some activities during the school day for which a donation is requested.

Charges may be made for the ingredients or materials for activities where a product is produced which the child may take home.

Instrumental Music Tuition

Instrumental tuition is provided by external providers to pupils. Parents/Carers who want their child to learn a musical instrument will be asked to contribute towards the cost of provision through the company's payment routes. Refunds from the school will not be possible for missed lessons or for a child withdrawing part way through.

School Visits

(a) Residential

Charges will be made for transportation, board and lodging to support the cost of a residential trip.

If a profit is made of £5 or more per student, the money must be returned to the parent as quickly as possible.

The school reserves the right to stop a child from attending a residential trip if a parent has not paid an agreed contribution towards the cost.

(b) Non-Residential

School visits are not subject to charges. If the visit is deemed to be a necessary part of the National Curriculum, no charges will be made but parents/carers will be invited to make voluntary contributions in support of the activity to secure their viability.

No child will be discriminated against should a parent choose not to/be unable to contribute towards the cost of a visit.

Transport

Voluntary contributions towards the cost of transport can be asked for. This includes performances that the children may be taking part in (for example sporting events, swimming, music concerts etc.) as well as the cost of transport to and from day and residential venues.

No child will be withdrawn from the whole trip should a parent be unable to contribute towards the voluntary cost to transport to and back from the venue.

Activities Outside School Hours

Charges will be made for activities outside school hours offered by either school staff or external providers.

No charge will be made for activities outside school hours that are part of the National Curriculum or Religious Education, other than those that incur a cost of materials and/or transport.

No child will be discriminated against should a parent choose not to/be unable to contribute towards the costs of school run activities.

Breakages or Damage to School Premises and Equipment

In the event of pupils wilfully damaging school property or misusing or losing books or equipment, parents will be asked to pay for the costs involved.

Other Charges

The school may levy charges for miscellaneous services up to the cost of providing such services e.g. for providing a copy of an OFSTED report or documents that are part of a Freedom of Information request.

A voluntary charge will be made for additional activities organised by the Orchard Junior School PTFA during school hours.

Minibus

The minibus is only to be used for educational purposes.

Drivers must have undertaken the MIDAS test before being allowed to drive the minibus and must have made themselves familiar with the Minibus Operating Standards.

The School does not currently charge for use of the minibus but we will ask for a voluntary contribution towards the cost of trips or activities which do require the use of the minibus. The requested contribution will not be more than £10.00 per child which is the equivalent daily hire rate for a full minibus plus petrol. For a smaller journey, the minimum will be 20p per mile per child. If parents can drive, but a minibus is still required for others, out of fairness to all families the school will still request the voluntary contribution from the families of all children participating, except those who transport their own child.

Cancellation of trip or activity

The school has to decide whether it can cover the cost of an activity from within the budget or by fundraising, or whether the trip or activity has to be cancelled.

Remissions

Parents/Carers in receipt of Income Support/Job Seekers Allowance/Child Tax Credit should speak to the class teacher, School Business Manager, Pupil Support Manager or Headteacher to discuss any remission or help.

Parents/Carers of any child eligible for Pupil Premium Funding will be given support with any activity or trip the school is offering.

The Headteacher has the discretion to waive the cost of a trip or activity in cases of known hardship.

This money will be met either from the school budget or other funds available to the school e.g. Pupil Premium.

Lettings

The governors are fully supportive of making school facilities available for use by groups within the community.

Community use of schools' premises and facilities will not be subsidised from the school's budget except where provision is already made in the budget for this subsidy.

The governing body have adopted the advice, guidelines and standard procedures provided by Hampshire County Council and this includes their lettings charges for the community use of schools.

Use of School Premises by a Third Party

Management of Hiring School Premises

The Headteacher is responsible for the management of lettings, in accordance with the governing body/school policy. Where appropriate, the Headteacher may delegate all or part of this responsibility to other members of staff, whilst still retaining overall responsibility for the hiring process.

The Administrative Process

Organisations seeking to hire the school premises should approach the Headteacher (*or other designated member of staff*), who will identify their requirements and clarify the facilities available. A hiring application form (Appendix 1) should be completed at this stage.

Once a hiring has been approved, a letter of confirmation should be sent to the hirer, setting out full details of the hiring and enclosing a copy of the terms and conditions of the hire agreement (see further guidance on hire agreement below). The person/organisation applying to hire the premises will be invoiced for the cost of the hire in accordance with the governing body/school current scale of charges.

Income and expenditure associated with school premises hiring should be regularly monitored to ensure that at least a "break even" situation is being achieved. For long term hiring application forms should also be reconsidered on an annual basis.

Hire Agreement Template

The hiring template (Appendix 2) along with the hiring application form should be used for all hire arrangement for school premises. The hiring agreement template contains highlighted clauses and special conditions which would need to be amended and adapted for each hiring according to its specific requirements.

Schools should seek legal advice when amending the hiring agreement to ensure that it adequately reflects the requirements for each school premises hire.

Insurance

Please see Appendix 3

Charges

See Appendix 4.

Appendix 1 – Application form for hire of school premises

Privacy Notice

The School collects personal information from you in order to process your application to hire school premises.

The legal basis for the School's use of your personal information is it is necessary for the performance of a contract. The School will keep your personal information stored securely.

Your personal information will be retained in accordance with the School's retention schedule.

You have some legal rights in respect of the personal information we collect from you. Please see our website page: www.orchardjunior.com for further details.

You can contact the school's Data Protection Officer at: admin@orchard-jun.hants.gov.uk

If you have a concern about the way we are collecting or using your personal data, you should raise your concern with us in the first instance or directly to the Information Commissioner's Office at <https://ico.org.uk/concerns/>

APPLICANT

Applicant's Name/Organisation Name (organisation company, charity number)

.....

Address.....

Telephone.....

FACILITY REQUIRED

.....

Date(s) of Hire

Time of Hire: From To (include setting up and clearing down time)

Accommodation required.....

Purpose of Hire.....

Number of people attending.....

Will food be consumed on the premises? **YES/NO**

Prepared on or off the premises?

Will music be played on the premises? **YES/NO**

(Relevant licences must be produced)

Will electrical equipment be brought onto the premises? **YES/NO**

(If yes, equipment must be Portable Appliance Tested)

APPLICATION

I hereby apply for use of the premises in accordance with the information provided above.

I agree to abide by the terms and conditions of hire and safety instructions provided to me.

I agree to pay the sum of [appropriate rate as per Appendix 4 of the Charging, Remissions and Letting Policy] per hour upon receipt of invoice in accordance with the School's payment terms for the above hire including VAT where applicable. I understand that hire charges are subject to annual review.

I agree to provide the indemnity required by the terms and conditions and will produce the insurance certificate prior to the date of hire. I understand that the hire may not take place if an insurance certificate is not produced.

I declare that to the best of my knowledge and belief, the information provided by me is correct.

Signed (Applicant).....

Date.....

Name.....

CONSENT FOR HIRE

This application for hire has been approved on behalf of the School:

Signed.....Date.....

Appendix 2 – Confirmation to hirer from the school

SCHOOL PREMISES HIRE AGREEMENT

This agreement, together with the form of application to hire School Premises, shall constitute the contract between the School and the Hirer(s).

This agreement gives the Hirer a license to use the Premises during the times specified:

Premises: The area outlined in red on the **attached plan** forming part of the School premises ('the Premises').

Date(s) and Times of hiring: Monday to Friday (during the school term dates).

Start Date:

End Date: ('the Hire Period')

The governors ('the Governing Body') of [Orchard Junior School] School permit:

[insert full details of the Hirer including registered address and company, charity number if incorporated] ('the Hirer') to use the Premises at the date(s) and times indicated in the conditions below:

1. STATUS OF THE HIRER

1.1 The hire agreement is personal to the Hirer only, and nothing in it is intended to have the effect of giving exclusive possession of any part of the School or of creating any tenancy between the Governing Body or the Local Authority who owns the Premises ('Local Authority') and the Hirer.

2. PRIORITY OF USE

2.1 The Head Teacher will resolve conflicting requests for the use of the Premises, with priority at all times being given to School functions.

2.2 In the event of any conflict arising in relation to the use of the Premises where the School requires the use of the Premises, the School shall use reasonable endeavours to provide the Hirer with alternative accommodation.

3. ATTENDANCE

3.1 The Hirer shall ensure that the number of persons using the Premises does not exceed.....

4. PUBLIC SAFETY

4.1 The Hirer shall be responsible for the prevention of overcrowding (such as would endanger public safety), and for keeping all gangways, passages and exits clear.

4.2 The Hirer shall be responsible for providing adequate supervision to maintain order and appropriate conduct at all times.

4.3 The Hirer shall take all necessary precautions to protect the public, School pupils and staff from any harm arising from any actions taken whilst on the Premises or the Hirer use of it.

4.4 The Hirer must not do or allow anything that cause a nuisance or annoyance disturbance inconvenience injury or damage to the School, or other users of the School or neighbouring premises.

4.5 The Hirer shall ensure that its staff behave in a responsible manner consistent with its presence on a school site and ensure compliance with Health, Safety and Welfare legislation in relation to the Hirer's use of the Premises.

5. PERMITTED USE

5.1 The Premises are only to be used for [include the permitted purpose].

5.2 The Hirer is not permitted to use the Premises during the week surrounding the public holidays of Christmas Day and Boxing Day.

5.3 A childcare provider must meet and comply with the requirements of the Special Conditions annexed to this agreement.

5.4 Any adults working with the School's pupils must be appropriately qualified and meet the requirements of clause 24 of this agreement.

6. DAMAGE, LOSS OR INJURY

6.1 The Hirer shall pay the cost of any loss or damage to the School or any property arising from the hiring.

6.2 The Hirer warrants to the Governing Body that it has appropriate public liability insurance to cover all its legal liabilities for accidents resulting in injuries to persons (including all participants in the activity for which the Premises are being hired), and/or loss of or damage to property, including the hired Premises, arising out of the hiring. The minimum limit for this insurance cover is £5 million. The Hirer must produce the appropriate certificate of insurance cover before the hiring of the Premises can be confirmed.

6.3 The Hirer or its personnel shall not cause or permit anything which will invalidate the School's insurance policy.

6.4 Neither the Governing Body, the School, nor the Local Authority, will be responsible for any injury to persons or damage to property arising out of the hiring of the Premises and the Hirer shall indemnify the School, Local Authority, Governing Body (as appropriate) in the event of any claim for loss, damage or injury arising out of and or in connection with the hire.

7. FURNITURE AND FITTINGS

7.1 School furniture and fittings shall not be removed or interfered with in any way.

7.2 No fittings or decorating of any kind necessitating drilling, or the fixing of nails or screws into fixtures which are part of the School fabric, are permitted.

8. SCHOOL EQUIPMENT

8.1 Use of School equipment must be agreed in advance of the Hire Period.

8.2 Responsible adults must supervise the use of any equipment and ensure its safe return. The Hirer shall be liable for any damage, loss or theft of School equipment caused as a result of its actions, and the Hirer shall be responsible for the equipment's (School's or otherwise) safe and appropriate use.

9. ELECTRICAL EQUIPMENT

9.1 Any electrical equipment brought by the Hirer onto the School site must have a certificate of safety from a qualified electrical engineer. The intention to use any electrical equipment must be notified on the application to hire.

9.2 Noise levels must be contained to a reasonable level at all times and after 9.00 pm. no noise shall be audible in any of the neighbouring houses and flats.

10. CAR PARKING FACILITIES

10.1 Subject to availability, car parking facilities may be used by the Hirer and other adults using the Premises in the designated bays. Parking shall be for the purpose and times specified in this Hire agreement and not at any other times. The school's reverse parking policy should be adhered to by all users to ensure safe manoeuvring.

11. TOILET FACILITIES AND PLAYGROUND

11.1 Access to the School's toilet facilities and [playground playing field / other designated outside area] is included as part of the hire arrangements.

12. FIRST AID FACILITIES

12.1 There is no legal requirement for the School to provide first aid facilities for the Hirer. It is the Hirer's responsibility to make their own arrangements, such as the provision of first aid training for supervising personnel, and the provision of a first aid kit, particularly in the case of sports hiring.

12.2 Use of the School's resources is not available.

13. FIRE REGULATIONS & SAFETY

13.1 The School shall arrange for a member of staff before the Hire Period of the Premises to explain the fire procedures to the Hirer and shall inform the Hirer of any changes to the fire procedures during the Hire Period.

13.2 A written copy of the School's fire evacuation procedures will be issued to the Hirer upon their request.

13.3 No open fires or candles shall be used on the School premises without the express consent of the Head Teacher. Where such consent is given, it is the responsibility of the

Hirer to ensure that all fire safety regulations are met and that the appropriate risk assessments are undertaken. The School reserves the right to request copies of the relevant risk assessments.

13.4 To avoid the risk of damage from fire to the School or surrounding land, the Hirer shall not release or permit anyone under its control to release balloons, Chinese or sky lanterns (Sky Lanterns) or anything of a similar nature whatsoever near or at the Premises.

14. FOOD AND DRINK

14.1 No food or drink may be prepared or consumed on the Premises without prior arrangement (at the time of hire) with the School.

14.2 Where the Hirer caters food within the Hire Period, the Hirer shall observe all relevant health and safety, food health and hygiene legislation and regulations. The School shall have the right to observe the preparation and service of food.

14.3 All litter must be placed in the bins provided.

15. SMOKING

15.1 The whole of the School premises (including the outdoor grounds of the School) is a non-smoking area, and smoking or vaping is not permitted anywhere on the School site.

16. ALCOHOL

16.1 Alcohol must not be consumed on the School premises and grounds except with the prior written approval of the School.

17. GAMBLING

17.1 No sweepstake, raffle, tombola, lottery or other form of gambling is to be permitted to take place on the Premises without the prior written consent of the School.

18. ANIMALS

18.1 Animals are not permitted to enter the School or its grounds (except for service dogs) without the prior written consent of the School.

19. OTHER RESTRICTIONS ON USE

19.1 The Hirer shall not permit the Premises to be used for any political purposes.

19.2 The Hirer shall not permit any person who it allows onto the Premises who is or becomes drunk or disorderly to remain upon any part of the School premises and grounds.

19.3 The Hirer shall not permit the Premises to be used for any unlawful purposes or in an unlawful way.

20. COPYRIGHT OR PERFORMING RIGHTS

20.1 The Hirer shall not, during the occupancy of the Premises, infringe any subsisting copyright or performing right, and shall indemnify the Local Authority and the Governing

Body against all sums of money which they may have to pay by reason of an infringement of copyright or performing right occurring during the Hire Period covered by this agreement.

21. TRANSFER OR SUB-LICENCING

21.1 The Hirer shall not transfer this hire agreement or sub-licence the Premises to another person(s).

22. CHARGES

22.1 The charges are displayed in Appendix 4 and will be payable to Hampshire County Council.

22.2 There will be a review at the end of each year (July).

23. LICENCES

23.1 The Hirer is responsible for obtaining all necessary licences, consents and/or permissions which may be required from any source in connection with this hiring and the activity stated in these terms and inspection of such licences may be requested by the School prior to hiring.

24. DISCLOSURE AND BARRING SERVICE CLEARANCE

24.1 Where the Hirer is involved in Regulated Activities as defined in the Safeguarding Vulnerable Groups Act 2006, (as amended), the Hirer shall ensure that all individuals engaged in the provision of the Service and or activities are subject to a valid enhanced disclosure check undertaken through the Disclosure and Barring Service ("DBS") including a check against the adults' barred list or the children's barred list, as appropriate. The Hirer shall ensure that such checks are carried out in advance of the Hire Period.

24.2 Where the Hirer is involved in Regulated Activities as defined in the Safeguarding Vulnerable Groups Act 2006, (as amended), the Hirer shall ensure there is an adequate safeguarding and child protections policy in place that is in line with the current guidelines. *This is a condition of use and occupation of the premises; with a failure to comply with this will lead to termination of the agreement.*

Reference

If it is organised by a third party however, the school must instead seek an assurance that the organiser has child protection procedures in place.

25. VARIATION OF SCALES OF CHARGES AND CANCELLATIONS

25.1 The Hirer acknowledges that the charges may be increased from time to time. The School will review the charges to be made on an annual basis.

25.2 The hiring may be cancelled by the Hirer or the School provided that at least two weeks notice is given.

25.3 It is the Hirer's responsibility to notify interested parties in writing (where appropriate) of any changes in dates or venues at least a week in advance of the Hire Period.

25.4. The School reserves the right to cancel any hiring in the event of unforeseen circumstances.

25.5 The School will not be liable for any financial or any other loss in the event of cancellation due to unforeseen circumstances or should the Premises or part of them, become unusable for any reason.

26. SECURITY

26.1 If the Hirer is provided with keys to the Premises and an alarm fob, these should not be passed to any other person without direct permission of the Head Teacher of the School.

26.2 The Hirer shall take all necessary action to ensure the security of the School Premises and to comply with all reasonable requirements and instructions by the School for the proper running of the School. In this respect the Hirer shall maintain regular and frequent contact and liaise with the Head Teacher to ensure that all such requirements/instructions are met.

27. RIGHT OF ACCESS

27.1 The School reserves the right of access to the Premises during any hiring and the Head Teacher or members of the Governing Body may monitor activities from time to time.

28. CONCLUSION OF THE HIRING

28.1 The Hirer shall, at the end of the Hire Period, leave the Premises in a tidy condition, and ensure all equipment is returned to the correct place of storage. If this is not adhered to, the Hirer may incur an additional cost.

29. VACATION OF PREMISES

29.1 The Hirer shall ensure that the Premises are vacated promptly at the end of the Hire Period.

30. PROMOTIONAL LITERATURE/NEWSLETTERS

30.1 In the event the Hirer wishes to distribute information a draft copy of any information to be distributed to participants or through the School must be sanctioned by the Head Teacher a week prior to any such distribution by the Hirer.

31. SPECIAL CONDITIONS

31.1 The Hirer shall comply with the Special Conditions (if any) attached to this Agreement.

32. COMPLAINTS

32.1 Any complaint relating to the hiring of the Premises should be in writing to the Head Teacher who will investigate and respond.

33. HIRER WHO IS A CHILDCARE PROVIDER

33.1 If the Hirer is a childcare provider it shall comply with the Special Conditions as set out in this agreement.

34. DATA PROTECTION

34.1 The School and the Hirer acknowledge their obligations under the General Data Protection Regulation and the Data Protection Act 2018 ('the Data Protection Legislation') and will comply with their obligations under the relevant Data Protection Legislation in force at the time.

34.2 The School is a Data Controller (as defined in the General Data Protection Regulation) in respect of personal data it processes for the performance of this agreement. The School shall be responsible for dealing with any data subject rights requests made to them and for any data breaches that they are responsible for.

34.3 The Hirer will be a separate Data Controller (as defined by the General Data Protection Regulation) in respect of any personal data it processes. The Hirer shall provide appropriate privacy notices as required by the Data Protection Legislation. The Hirer shall be responsible for dealing with any data subject rights requests made to them and for any data breaches that they are responsible for.

34.4 The School's legal basis for processing the Hirer's personal data is that it is necessary for the performance of this agreement. The School will not use the Hirer's personal data for any other purpose.

34.5 The School has collected the following personal data from the Hirer:

The Hirer's name

The Hirer's address

The Hirer's telephone number

34.6 The School will process the Hirer's personal data in accordance with the privacy notice provided to the Hirer.

34.7 The School shall store the Hirer's personal data securely.

34.8 The School shall keep the Hirer's personal data in accordance with the School's retention schedule and in any event no longer than is necessary.

34.9 The Hirer has data subject rights (subject to certain restrictions) further details of which can be found in the School's General Privacy Notice, available here on the school website <https://www.orchardjuniorschool.com/copy-of-policies>

34.10 The School's Data Protection Officer can be contacted by email via admin@orchard-jun@hants.gov.uk

34.11 The Parties agree to take account of any guidance issued by the Information Commissioner's Office.

35. BREACH OF CONDITIONS AND TERMINATION

35.1 The School shall be entitled to terminate the hire agreement with immediate effect in the event of;

(i) a breach by the Hirer of any conditions in the Hire agreement which has not been remedied (if capable of remedy) within 14 days of notice of the breach by the School

(ii) the Hirer becomes insolvent, or is declared bankrupt, or is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due or

[] have read and understood the terms and conditions of hire and agree to abide by the aforementioned terms and conditions in this agreement.

Authorised Signature _____

Print name _____

On behalf of []

Signed on behalf of the School _____

Designation _____

Date _____

SPECIAL CONDITIONS

1. MISCELLANEOUS – parking arrangements, food consumption, use of school facilities, Hirer's property etc.
2. Any conditions relating to Premises, School keys and responsibilities for locking.
3. Conditions relating to hire of a swimming pool

TERMINATION CLAUSES FOR BEFORE AND AFTER SCHOOL CLUBS
(Child Care Provision)

35. BREACH OF CONDITIONS AND TERMINATION

35.1 If at any time the Hirer has committed a breach of the hire agreement which is capable of remedy then the School may serve a warning notice on the Hirer specifying the nature of the breach and the actions that the Hirer is required to take in order to remedy the breach within a specified time scale (the Warning Notice).

35.2 Within 7 days of receipt of a Warning Notice the Hirer shall be required to provide the School with an action plan in writing setting out details and remedies of the breach as required by the Warning Notice.

35.3 During the Warning Notice period the School shall monitor the Hirer until such time as the Hirer has demonstrated, to the reasonable satisfaction of the School that it has rectified and remedied the breach in accordance with the Warning Notice.

35.4 If the Hirer fails to comply with a Warning Notice or has committed a breach which is incapable of remedy the School may give notice in writing terminating the hire agreement ("Termination Notice") with immediate effect. [A Termination Notice shall take effect [insert number of weeks] from its date.

35.5 The School shall be entitled to terminate the hire agreement with immediate effect in the event the Hirer becomes insolvent, or it is declared bankrupt, or is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due.

Special Conditions Child Care Provision

Before and After School Childcare Provision

1. Summary

The Provider must:

- Deliver out of school childcare that is “good” or “outstanding”;
- Initially deliver up to [---] places for children
- Be registered with Ofsted
- Provide a flexible service to meet the community needs
- Sign the Hire agreement with the School for the use of the Premises;
- Involve the local community in the delivery of the services.

2. Quality requirements

The Provider must fulfil the registration requirements of Ofsted through meeting the Early Years Foundation Stage and Childcare Register

The provider must work with the School and be prepared to meet with representatives from the School to discuss services and work together to ensure the successful transition of those children who attend the out of school provision

3. Monitoring

The Provider must attend monitoring meetings with the School’s representative. The meetings will take place as required but will be on a termly basis in the first year with a higher frequency in the first months if required

The monitoring meetings will include

- Number of children on roll
- Staff structure with names and qualifications
- Income and expenditure report
- Development plan
- Ofsted outcome (when appropriate)

Appendix 3 – Insurance Guidance – Hire of HCC premises

Hirers of Hampshire County Council premises would ideally provide copies of their own Public Liability Insurance up to £10 million. However, Hampshire County Council does recognise that some individuals will not have or be able to acquire Public Liability Insurance for the period of the facility hire/loan and therefore the County Council, as agent for the hirer, has effected an extension of the current Insurance Policy to cover the liability for non-commercial hirers only. The Policy is in the name of 'Hirers of County Council Premises'. 'Premises' include buildings, grounds and building contents.

When Hampshire County Council facilities are hired or loaned to an external organisation or individual it is therefore important to ascertain if they are a "commercial" or "non-commercial" hirer. This may seem complicated as we class "commercial" hirers to include not-for profit organisations and charities. Please find examples of each below which should help you to clarify the hire type.

Commercial hirers include:

- Businesses, including small businesses and independent/self employed traders
 - Including Karate clubs, Dance instructors/classes, Weightwatchers/Slimming World etc., Exercise classes
- Charities and Clubs
 - i.e. Save the Children, Royal British Legion, Darby and Joan
- Not-for-profit organisations
 - Including Guides, Scouts, Brownies, Rainbows, PTA, "Friends of" societies, Women's Institutes, Parish Councils.

A useful 'rule of thumb' to ascertain if the hirer is considered commercial is whether the activity organiser is charging a fee/subscription for the activity. If they are they are classed as a commercial hirer.

All the above would hold their own Public Liability Insurance and the period of their hire/activity in the School premises would be run under their Insurance. You will need to ensure that they complete the Hirers Agreement as this lays out the Terms and Conditions of hire and range of facilities they are allowed to access. You will also need to ask for a copy of their Public Liability insurance to ensure it meets the minimum you require (this is determined by completing a Risk Assessment for the hire and activity the company/individual is undertaking). Hampshire County Council would usually request that they hold a minimum £10 million Public Liability insurance limit for high risk activities and a minimum of £5 million Public Liability cover for low risk activities; however your Head Teacher / Department Manager has the authority to reduce the minimum requested if the activity is deemed to be very low risk. The Insurance Team cannot give further advice regarding Risk Assessments and the level of Indemnity required for specific activities, for further guidance in relation to Contract Risk Assessments and Health & Safety please contact the Childrens Services Health & Safety Team: csbst@hants.gov.uk

Non-Commercial hirers would include:

- Private individuals
 - Including parents of pupils hiring the hall for a private birthday party

- Private groups
 - Including non-organised groups such as groups undertaking non-club/group affiliated 5-a-side football match

All of the above would not be expected to hold commercial Public Liability Insurance and can be insured under the extension of Hampshire County Council's Public Liability Insurance. This is activated by their signing the Hire Agreement and the insurance cover is in place for the duration of the hire, under the provision of the lettings regulations and whilst they are the hirer of the premises. Again they must sign the Hire Agreement and receive a copy of the Hire Terms and Conditions. It might be worth highlighting to the event organiser that this cover does not include Personal Accident (cover for participants in the activity if they are injured as a result of a pure accident and there is no negligence on the part of the hirer or the School). If they feel that cover is required for these elements they will need to arrange separate commercial insurance.

For further guidance in relation to the Hire Agreement forms please contact the School Legal Support Team: SchoolLegalSupport@hants.gov.uk

For further guidance in relation to the insurance for periods of hire please contact the Insurance Team: insurance.queries@hants.gov.uk

Appendix 4 – Summary of Letting Charges

Valid from: 1st September 2023

Valid until: 31st August 2024

Time of Occupancy	School Hall		School Field	
	Subsidised (per hour)	Adult (per hour)	Subsidised (per hour)	Adult (per hour)
Monday - Friday Daytime (before 6 p.m.)	£15.00	£17.50	£15.00	£17.50
Monday - Friday Evening (after 6 p.m.)	£17.50	£20.00	£17.50	£20.00
Saturday or Sunday	The school prefers not to let our the premises at weekends other than for use by the PTFA.			
Special Rates applicable to the following subsidised groups:				
Early morning sports clubs	No charge			
PTFA	No charge for use of facilities			
<p>Notes:</p> <ol style="list-style-type: none"> 1) Rooms/facilities are generally available only during school term time and not during school holiday periods, unless by special arrangement. 2) A discount of 10% may be available if 4 or more bookings are made at the same time by non-subsidised groups paying full rates. 3) The groups eligible for 'no charge' are run solely for our pupils benefit. If membership of any of the above groups has more than 20% non Orchard Junior School pupils then the above charges will become applicable. 4) VAT is not included in above charges and is not normally applicable to general room hire, however may be incurred when specific equipment is included in the letting. VAT is not charged, unless the school is asked to provide any equipment such as sound systems, computers etc (tables and chairs can be used without the need to add VAT). 				

Appendix 5 - Minibus booking form

ORCHARD JUNIOR SCHOOL

Water Lane, Dibden Purlieu, Southampton

Hampshire SO45 4SB

Telephone: (023) 8084 3162

E-mail: admin.office@orchard-jun.hants.sch.uk

Headteacher: Mrs C. Taylor

Deputy Headteacher: Miss C Goldup



Orchard Junior School Minibus booking form

<p>Hirer details (must be completed by all hirers)</p>	<p>Name.....</p> <p>Organisation/school/charity.....</p> <p>Enter charity number</p> <p>Address.....</p> <p>.....</p> <p>Contact number.....</p> <p>E-mail address.....</p>
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<p>Preferred driver</p>	<p>Name.....</p> <p>Contact mobile telephone number</p>
<p>Hire requirements</p> <p>Please note the pick up and drop off must be between 7.00 am and 5.00 pm, Monday to Friday during term time only</p>	<p>From (day, date and time) Destination / Estimated mileage</p> <p>To (day, date and time)</p> <p>Purpose of hire.....</p>
<p>Terms and conditions of hire</p>	<ol style="list-style-type: none"> 1. All bookings <u>must</u> be made in advance by completing the minibus hire document [Appendix 5] 2. Only community groups, schools and organisations that are registered charities are permitted to hire the school minibus. 3. Only MIDAS certified or other suitably qualified drivers will be permitted to drive the school minibus 4. Hire will be charged at £1.75 per mile and this price is inclusive of VAT and fuel charges. 5. The vehicle will be supplied fully fuelled and the cost of fuel is included in the mileage charge for the hire. In the event that you need to re-fuel during your hire period, retain the VAT receipt; this will be deducted from your overall hire charge 6. External and internal inspection checks <u>must</u> be carried out before and after the hire period as per the pre drive check form and any defects or issues noted on the relevant documentation and reported at the time. The vehicle contains a copy of the ROSPA handbook as well as a Hi Vis vest for the driver to wear, a fire extinguisher, a first aid kit, a torch and a road safety triangle. 7. The vehicle has full emergency breakdown cover; however, this only applies to the vehicle and driver. In the event of a

breakdown where the vehicle cannot be repaired at the roadside, the hirer accepts that the passengers would be responsible for their own onward travel arrangements

8. All hirers must check the mileage at the commencement and completion of their hire period as this will be used to calculate the cost to the hirer (failure to do so could lead to you being charged more than the mileage you have completed)
9. Vehicle must be returned in clean and tidy condition, an excess cleaning charge of £25 will be applied to the final invoice if the vehicle is considered to have been left in a dirty condition. On return vehicle to be checked by school staff to confirm if excess applies
10. In the event of an accident where the hirer is deemed to be at fault, an insurance excess of £150 will be payable, insurance details are on board
11. All borrowers must investigate whether or not they need a Section 19 (licencing law imposed by the DVLA). This is dependent upon the type of journey, whether or not the borrower is charging or accepting donations for the trip. This can be clarified by telephoning the Community Transport Team on 01962 846785. Please note, the minibus must only be used by the organisation to whom the permit has been granted. You will need their own Section 19 Permit. We always encourage schools to have these for their own purposes because as soon as a school starts to operate for Hire and Reward (which can be determined by as little as charging towards the vehicle in fees for trips out) a S19 permit is required to avoid the need for gaining a full PSV licence. S19 Permits available via [Section 19 applications](#). You must agree to display a Section 19 permit in the window of the vehicle(s) if operating a vehicle(s) without a view to profit to transport their members, or people whom the organisation exists to help.
12. An extra charge will be levied if the minibus is not returned to Orchard Junior School, unless alternative arrangements have been mutually agreed in advance.
13. The hirer agrees to pay the charges stated overleaf.
14. In the event of damage to the minibus, both internal and external, which is not caused by an accident and not claimable from insurance, the hirer agrees to pay the full amount of repair, including tyre punctures or replacements. This will also include the cost of valeting the minibus if this is deemed necessary.

15. The hirer acknowledges that the rental charge includes fuel, which will be invoiced at a cost of £1.75 pence per mile.
16. The hirer agrees to pay all fines, court costs and recovery expenses for parking, traffic and other violations.
17. The hirer agrees to pay additional rental charges if I fail to return the minibus by the date and time stated overleaf. The charge will depend on whether the bus is to be used by another party and whether or not this results in the hire of an HTM minibus hire. If not the charge will be £25.
18. The hirer agrees not to permit the minibus to be used for hire or to carry passengers or property for hire, to tow or push anything, to be operated in a test, race or contest or on unpaved roads, or while under the influence of a controlled substance or contraband or for an illegal purpose, including the transportation of a controlled substance or contraband. A violation of this paragraph automatically terminates my rental and makes me liable to you for all the penalties, fines, forfeitures, and recovery and storage costs, including all related legal expenses.
19. Only the drivers named overleaf will drive the minibus during the stated period of this hire. The minimum age for drivers is 21 when used by a school and 25 when loaned or hired to outside groups. Drivers should have no more than 5 penalty points on their licence for the last 5 years.
20. Schools will be protected by insurance on Zurich Insurance policy. Other organisations (e.g. voluntary, charitable or welfare groups) will also be covered A copy of the insurance policy is available from Orchard Junior School.
21. It is the responsibility of the driver to ensure that the vehicle is in a roadworthy condition at all times during the period of the hire.
22. The hirer agrees not to drive the minibus outside of England, Scotland or Wales.
23. The hirer agrees that the minibus can be repossessed at any times if found illegally parked, used to violate the laws and terms of this agreement, or appears to be abandoned. This re-possession will also apply if any statement overleaf is found to be fraudulent or a misrepresentation in order to hire the minibus. Notification in advance is not required.
24. The hirer agrees that Orchard Junior School is not responsible for loss or damage to any property left in or on the minibus.

	<p>The hirer agrees to abide by the conditions of hire for the Orchard Junior School Minibus and confirm I <u>will</u> complete the Pre-Drive check list.</p> <p>Signed.....</p> <p>Name.....</p> <p>Organisation/school/charity.....</p>
<p>For office use only</p>	<p>Mileage at start.....</p> <p>Mileage at end.....</p> <p>Total miles used at £1.75 per mile.....</p> <p>Excess cleaning charge applied YES/NO</p> <p>Insurance excess charged YES/NO</p> <p>Invoice sent.....</p> <p>Payment received.....</p>