

Mark Rutherford School



Letting and Charging Policy

Author:	Business Manager
Governor's Committee:	Finance, Property, Health & Safety and Audit
Adopted by the Governing Body on:	11 th July 2022
Signed (Chair of Committee):	<i>J. Marsh</i>
Signed (Headteacher):	<i>K. Foster</i>
Policy review date:	July 2023

A LETTING OF THE SCHOOL PREMISES

There are a large number of facilities available for use by pupils and adults on the school site. It is therefore essential that any lettings are carefully managed and that an effective Lettings and Charging Policy is in place.

1 Conditions of Hire

These are set out in Appendix 1. The conditions are given to all new hirers when their first booking is made.

2 Value Added Tax (VAT)

Mark Rutherford School Trust is not VAT registered so VAT will not apply to lettings.

3 Site Security

The Assistant Site Agent is responsible for patrolling the building internally and externally and is, therefore, responsible for the security of the premises. In accordance with arrangements elsewhere in the county there is no security supervision by the Site Agent. On these occasions known as 'B Lettings', every effort is made to minimise the area of the school, which is open. Should there be any threat to the security of people or premises, then the Site Agent should be advised if he is resident at home on the site or the Police informed.

B CHARGING POLICIES

1 Lettings

1.1 The Governors continue to review on an annual basis their lettings charging policy, the rate of charges and any free/concessionary lettings of the school premises. The hire charges remain as detailed below:

	Per hour or part thereof
Sports Hall	£36.85/hr
Drama Hall	£33.00/hr
Drama Studio	£18.00/hr
Activity Hall	£26.00/hr
Space for Learning	£25.00/hr
001	£26.40/hr
Classrooms	£15.00/hr
Vicinity	£15.00/hr
Car parking Hire* minimum 5 hours hire	£15.50/hr
Football Pitch	£30.00 per match

Prices for and availabilities of other facilities are available on an individual basis from the Business Manager.

1.2 The Governors indicate that as a general policy, and to reflect the community nature of the provision, external organisations will be given a concessionary 50% discount if more than half of the youngsters attending are current pupils at Mark Rutherford School so long as this charge would cover at least the known cost to the school of the letting, i.e. Site Agents' Lettings costs.

Discounts for all clubs with children under 18 can be offered by the Business Manager so long as the charge meets any costs incurred by the school.

1.3 The Conditions of Hire be reviewed annually by the Finance Committee.

2 Minibus

- 2.1 The School leases two minibuses. It is unable to totally fund the running of it but is able to make a contribution towards the running costs.
- 2.2 **All** use has to be separately funded, not absorbed within the Minibus budget.
- 2.3 **All** use by budget holders must be debited from an appropriate account, whether from the School Fund or a Supplies and Services account.
- 2.4 A separate 'Transport' fund is used within the 'Supplies and Services' budget to fund the following:
- i. Minibus use by the PE Department
 - ii. Costs of hiring minibus and coaches for PE matches/transport
 - ii. Other non-funded use:
 - a. Site Agent use for Buildings Maintenance purposes
 - b. Taking funds to Bank and items to Post Office
 - c. Use by Music/Drama Departments. Where there is a definite benefit to the school as a whole, e.g., Church, concerts, Assemblies
 - d. Drama Dept. doing Assemblies at Middle/Lower Schools
 - e. Others agreed by the Headteacher
- 2.5 A sum from the School budget is allocated to the Transport fund to cover the uses itemised in 2.4 above. This budget balance should not be carried forward from one financial year to another. It will be reviewed annually as part of the budget setting process.
- 2.6 All fuel, maintenance and repair work, road licence, MOT, AA membership and other overheads are funded from the Minibus account.
- 2.7 School use of the minibus will be charged at £2.00 per mile to cover the cost of 2.6 as well as the costs of Minibus Driver Assessment (MIDAS) and Supply Cover for this training.
- 2.7 Non-school use shall be charged at the school rate plus 10% i.e. £2.20 per mile at present.

3 Fieldtrips

- 3.1 Fieldtrips, visits and other events are organised by the School to enhance the education of our pupils. For those events which are not a compulsory part of the curriculum it is necessary to charge parents for any costs incurred. These may include such items as accommodation, transport, insurance, equipment, additional tutoring, consumables (e.g. files, worksheets, and leaflets), entrance fees, VAT and so on. An additional administration fee of £4.00 per Students will be charged for each trip to cover administration and Auditors fees.
- 3.2 Finances for these trips will be organised through the School Fund. All money will be taken directly to the Finance Office by the pupils to reduce the risks to staff carrying large amounts of cash.
- 3.3 Whilst it is necessary to ensure that each trip is self-financing, every effort will be made to ensure that there is no profit or loss for any trip, event etc.

- 3.4 If a 'loss' is made, this must be funded from another account held within the School fund or from the appropriate Capitation account.
- 3.5 If a 'profit' is made the following procedure must be followed:
- a. If the excess is **more** than £5 per paying person on the trip, this **must** be refunded to the family.
 - b. If the excess is **less** than £5 per paying person on the trip, this will be transferred to a relevant 'Departmental General Account'.
- 3.6 The School will make every effort to ensure that no pupil will be barred from attending an event on the grounds of financial hardship alone. It may be possible to finance such cases from the School Fund or the 'Public' fund.
- 3.7 The cost of Insurance for each at:
- a. Non-hazardous activity 71p per Student
 - b. Hazardous activity £1.16 per Student

4 Catering

Current meal prices from September 2021 are:

- Student Dinners £2.70
- Staff Dinners £3.90
- Breakfast £2.10

Prices for other kitchen prepared items are regularly reviewed to ensure all costs are covered. Prices may be changed after consultation between the Kitchen Manager, Principal and Business Manager.

5 Design Technology

Project costs:

- The department will endeavour to keep project costs low.
- All pupils will have access to the full range of activities in schemes relevant to their course.
- No pupil will be disadvantaged through lack of personal financial contribution.

At KS3 parents are asked to make a standard voluntary contribution towards the cost of materials used throughout the craft units of work.

At KS4 & 5 it is expected that students will contribute towards the cost of projects if ownership is desired. Cost will be calculated and billed as materials are issued.

Food Studies students are expected to provide ingredients as needed. In the case of difficulties these can be provided by the school if sufficient notice is given.

6 Reprographics

Any non-school photocopying undertaken within Reprographics is charged at a higher rate than for school work.

7 Exam Charging and Debts

The school has a legal obligation to pay for students' exam entries. However, when a student fails to complete an exam without good reason (normally a Doctor's Certificate or similar) they are charged for the cost of the exam. If a debt situation arises, the school has a duty to recover the debt.

The cost of re-sits of modular exams is borne by the student unless there are extenuating circumstances. An Appeals Procedure has been implemented.

8 Library Fines

Overdue library books will be charged at a rate of 2p per day per item up to a maximum of 50p per item. Discretion will be used in special circumstances.

9 Shop

The School Shop will offer a range of items including uniform, books and basic administration items at a price which covers costs including staffing costs and VAT.

10 Review

All charges contained within this policy will be reviewed annually. Fuel charges may be increased at any time to reflect changes in fuel prices.

CONDITIONS OF HIRE

These terms and condition, together with the booking form to hire the school, shall constitute the contract between MR School & hirer(s)

Application

1. Application for hire must be made on the booking form provided which will form the basis of a licence to use Mark Rutherford School premises.
2. If an organisation is hiring the accommodation both the organisation itself and its members are jointly and severally liable under this agreement.
3. The hirer must ensure that everybody making use of the accommodation complies with the conditions of use.
4. This agreement is personal to the hirer and may not be assigned to any third party.
5. The number of persons using any hired property/premises shall not exceed the number advised by the hirer and authorised by the school.

Cancellation

6. There will be at least one week's notice, in writing to the Lettings Co-ordinator, for any cancellation of a booking made by the hirer. Cancellations made after this date will be charged at half the booking fee.
7. The school reserves the right to cancel any licence at any time in the event of the school requiring any hire property for school purposes or for any other reason which is considered necessary by the school. **This may be at short notice.**

Force Majeure

8. Neither party shall be liable to the other for any loss or damage, which may be suffered by the other party due to any cause beyond reasonable control. This may include, without limitation, any act of God, inclement weather, failure or shortage of power or fuel supplies, flood, fire, strike, lock-out, trade dispute or labour disturbance, the act or omission of telecommunications operators, internet services providers, government or highway authorities, public or other competent authorities disturbance of the peace, riot, war and military operation.

Payment

9. The fee is payable in full upon signing this agreement.
10. Payment must be made at least 24 hours before the event takes place unless previously agreed by the Governors. A deposit of £50 is required for Lettings other than sport.
11. The hours of Hire MUST include time preparing for the event and clearing up.
12. Hires will be charged for additional work not undertaken by the Hirer at the end of the let e.g. removal and replacement of furniture, apparatus, equipment, etc. Cleaning will be carried out by our Site Agent at a charge of £32.46 per hour should the accommodation not be left in similar condition at the end of the letting period to that found at the start. An invoice will be raised as soon as costs are known.
13. During the winter months a supplementary heating charge may be made if the Hirer has sole use of the premises at the weekends or when the school is not otherwise in session.
14. The charges of Hire will be those in force on the date Hire. If charges are increased between the date of application and the actual date of Hire, then supplementary charge will be made.
15. The hirer shall be responsible for all damage caused and shall indemnify the school against all loss, damage and expense unless due to the negligence of the school and any such damage shall be reported immediately to the school.
16. Any damaged caused to the accommodation (or elsewhere in the school) shall be compensated to an extent considered reasonable at the discretion of the school within seven days of a written demand.

17. The hirer shall indemnify the school against all and any expenses, liability, loss, claim and proceedings arising in respect of personnel injury to or death of any person or damage to any property arising directly or indirectly from the use of the accommodation unless due to the school's negligence.
18. The hirer shall obtain insurance against legal liabilities to third parties (including the schools) with a limit of indemnity of a least £5 million for any one incident.

The Premises

19. Access is restricted to the rooms comprised in the accommodation and any toilet facilities and access shall only take place during the designated time and for the permitted purpose.
20. The hours of Hire **MUST** include time preparing for the event and clearing up.
21. Smoking is not allowed anywhere on site or within 100 yards from the schools gate.
22. This agreement does not include the use of any equipment, including PE, except where specifically agreed and subject to any further fees chargeable: kitchens and catering equipment shall not be used.
23. **Sports Hall/Activities Hall** Outdoor shoes must not be worn in these two areas. A regulation five-a-side football must be used for this event.

All equipment must be returned to its original storage position and the facilities must be left in their original condition.

001 No footwear shall be worn in this area and food or drink to be consumed inside this hall. **Drama Hall** No food or drink to be consumed inside the hall.

24. Vehicles are not allowed on the grass or the school playing fields unless by prior agreement with the school. Any damage resulting will be subject to a charge to the Hirer.
25. Hirers should note that the changing facilities must be left in a good condition at the end of the letting – litter should be removed, muddy boots should not be worn inside nor cleaned in the shower, the schools strict no smoking policy applies.
26. Hires are reminded that spectators as well as active participants are bound by the Condition of Hire.
27. The Site Manager or Lettings Co-ordinator may be forced to cancel the letting of sports pitches because of poor grounds conditions.
28. Animals (except for guide dogs) are not permitted on the school site.
29. Vehicles are parked on the school site at their own risk. The school cannot accept any responsibilities for damage or theft.
30. The Hires should familiarise themselves with the escape routes and the position of fire alarms and fire extinguishers. They should ask the School Site Agent to show them these. A map of the school site should be given to every Hirer. The Site Manager and Assistant Site Agent, who both resident on the site, also have a telephone.
31. The Hirer shall agree that should the accommodation be required for a school function or by Authority or if maintenance of the grounds/premises is necessary, then alternative accommodation or dates will be offered to the Hirer, or if agreement cannot be reached then the Hire fees will be refunded.
32. No intoxicated person shall be admitted or allowed to remain on the schools premises.
33. The Governors will only allow the use of the schools premises for activities which they consider consistent with the character of the building and the educational purpose for which they are provided.
34. The Governors and the Local Education Authority will not accept any responsibility for any loss or other expenses incurred by the Hirer. In the event of the cancellation by Governors or the Local Education Authority of the Hire.
35. The Hirer will clean down any equipment used considering the relevant government guidance in the event of a pandemic.

Performing Rights and Licences

36. No copyright work shall be performed in the accommodation without licence of the copyright owner and the hirer shall indemnify the school against any penalty or sanction for any copyright infringement that may occur.

37. The hirer shall not use the accommodation for any purpose or activity for which a licence or permission is necessary, e.g. preparation and sale of food, unless such a licence has been obtained.
38. The accommodation shall not be used for the sale or display of goods or services or for any public entertainment unless agreed with the school.
39. No alcoholic drinks shall be brought onto the accommodation except where the school agrees otherwise and where a licence has been obtained.
40. No film or video shall be shown in the accommodation or taken in the facilities without the school's prior consent.

Health and Safety

41. The Hirer is responsible for the health and safety of everybody using the accommodation (including first aid) and must make itself aware of the fire precaution and procedures in existence.
42. No addition, adaptation or alteration of the electrical installation shall be carried out nor shall any material be affixed to the schools walls without permission from the Site Agent. Hirers are responsible for ensuring that any electrical equipment which they bring onto the site complies with normal health and safety standards. The school has no liability for any electrical equipment brought onto the school site.
43. Animals, other than guide dogs are not permitted on the school premises.
44. No intoxicated person shall be admitted or allowed to remain on the schools premises.
45. The hirer shall leave the accommodation in a clean and orderly state.
46. The disposal of any refuse from the use is the responsibility of the hirer.
47. All clubs hiring the facilities must have staff who have appropriate coaching certificates and are checked with the Criminal Records Bureau if working with children under 18 or vulnerable adults, even if this is supervised.
48. In relation to activities for children, the hirer must ensure that 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.
49. All clubs/organisation hiring the facilities must have the following policies in place:
 - Health and Safety
 - Quality Assurance
 - Child Protection (if working with children)
50. The Hirer will consider the relevant government guidance for their sector regarding the safety of the persons using the premises and provide an appropriate risk assessment in the event of a pandemic.
51. The Hirer will put in place protective measures as a result of any risk assessment in point 49.

Preservation of Order

52. The hirer shall not cause nuisance or annoyance to the occupiers of any neighbouring premises.
53. The School does not accept any responsibility for any articles of property left by the hirer, their guests, agents or any member of the public on the hired property during the period of the hire.

**MARK RUTHERFORD SCHOOL
Lettings Booking Form**

Booking Number:

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Name of Hirer:

Address:

Name of Organisation:

Type of Organisation:
(i.e. Charitable, Voluntary, Sports Club, Youth Organisation)

Telephone No: Home: Mobile:

Email Address:

Date(s) of Hire: From: To:

Time of Hire: From: To:

Insurance Company: Policy No:

Facilities Required

Sports Hall	Activity Hall	Sixth Form	Football Pitch	Changing Rooms
Drama Hall	Drama Studio	Dance Studio	Rugby Pitch	Classroom
Month	Date			

Have you used our facilities before? Yes () No ()

When? What for?

I agree to abide by the Terms & Conditions of Hire at Mark Rutherford School

Signature: Date: Total Amount Due:

Cheques should be made payable to **Mark Rutherford School Trust**

Contacts: **Carmela McHugh or Tracie Vanner (Finance Dept)**

Entered onto calendar:		
Previous Booking Number:		

**MARK RUTHERFORD SCHOOL
INTERNAL LETTING FORM**

Name of Organiser:

Name of Responsible member of Staff:

Date of Hire:

Any alteration to times must be pre-approved by James Mayes, Site Manager

Time of Hire: From: To:

Purpose of Hire:

Number Attending:

Room/s Required:

Facilities Required:

Catering Services – please email pam.lorenc@mrus.co.uk

Furniture Movement – please email james.mayes@mrus.co.uk

I agree to abide by the Terms & Conditions of Hire at Mark Rutherford School please tick box []

Signature of Organiser:

Signature of Responsible Member of Staff:

Date:

Date	Changes/updates
6 th July 2020	Prices updated