# **Mount Pleasant Junior School**

# **Policy and Booking Document**



Policy for:	Charging, Remissions and Lettings
Overarching Area:	School Organisation, Child Protection Policy
Other policy links:	Safeguarding policy.
Date of review:	March 2024
Governors' Ratification Date:	22 <sup>nd</sup> March 2023
Revisions and Amendments:	
Comments:	

## Organisers, please read this policy in full and complete the booking forms on page 7

Group Name:	
Date:	
Office use:	

### Statement

The purpose of this policy is to explain the school position in respect of charging for school activities and visits (defined as "optional extras") which we believe will enrich the curriculum and learning of our pupils.

In writing this policy the governing body is compliant with the following legislation and guidance:

- DfE Charging for school activities.
- Sections 48 of the Education Act 2011.
- Section 6.7 of the Governance Handbook. October 2020.

### What schools can charge for

Primary schools and local authorities can charge for:

- Any materials, books, instruments, or equipment, where the child's parent wishes him/her to own them, cookery ingredients or materials to use in technology.
- Music and vocal tuition, where it is an additional curriculum activity and not part of the National Curriculum, including examinations, or other extra-curricular activities.
- Community facilities.
- Optional extras.

### Optional extras are defined as:

- Transport (other than transport that is required to take the pupil to school or to other premises where the local authority/governing body have arranged for the pupil to be provided with education) such as for swimming lessons.
- Board and lodging for a pupil on a residential visit, as long as parents are not in receipt of benefits that qualify their child to receive free school meals.
- Extended day services offered to pupils (for example breakfast club, after-school clubs, tea and supervised homework sessions).
- Education provided outside of school time that is not:

Part of the national curriculum;

Part of a syllabus for a prescribed public examination that the pupil is being prepared for at the school; or Part of religious education.

In calculating the cost of optional extras schools may take into account the following expenditure:

- Any materials, books, instruments or equipment provided in connection with the optional extra.
- The cost of buildings and accommodation
- Teaching and non-teaching staff
- The cost, or an appropriate proportion of the costs, for teaching staff employed to provide tuition in playing a musical instrument, or vocal tuition, where the tuition is an optional extra.

The following is a list of examples of optional extra activities organised by the school, for which we will invite voluntary contributions from parents and carers.

Sporting activities which require transport expenses.

Outdoor adventure activities.

Visits to or by a theatre company.

School trips. Musical events.

### Requests for voluntary financial contributions from parents

The school reserves the right to invite voluntary contributions for activities\trips organised by the school and we will make clear to parents, from the onset, whether the activity is dependent upon parental contributions to go ahead. There may be cases where, if we do not receive sufficient voluntary contributions, it is possible that we may cancel a trip.

If, however, we decide that a trip can go ahead, every child who would like to attend will be allowed to do so and information relating to which parents have contributed and which have not will remain confidential. Parental contributions will not subsidise children whose parents have not made a contribution, these costs will be met from school funds.

When we contact parents about an optional extra activity we will ensure that parents on low incomes and in receipt of qualifying benefits are clear about what steps to take if they require support with the invited financial contribution.

As a school, we are committed to:

- Giving parents as much advance warning as possible for any activities when we will be inviting a voluntary contribution towards the cost.
- Offering, wherever possible, a payment plan so that parents can pay their contribution by instalments which should also support parents with more than one child so that they can then spread the cost.
- Providing the best value for money possible.
- Providing transparent information to parents about costs.

#### **Community Facilities**

The school can let facilities in compliance with our safeguarding duties towards our pupils and appropriate insurance arrangements being in place. The governing body will be notified of any lettings.

Lettings will be subject to appropriate checks and agreement to conditions of hiring (**Appendix C**). In instances where the letting involves children (anyone under 18 years of age) additional checks will be required and is subject to the procedures as set out in KCSiE Part 2 2021, page 40, sections 155 and 156.

#### Checks for community hire include:

- Contact details for lead hirer
- Agreement with MPJS and SCC Conditions of Hire

### Checks for hirers providing a service to adults:

- Contact details for service lead
- Agreement with MPJS and SCC Conditions of Hire
- Public liability insurance details

#### Checks for hirers providing a service including children:

- Contact details for service lead
- DBS reference number for service lead
- Agreement with MPJS and SCC Conditions of Hire
- Public liability insurance details
- Safeguarding & Child Protection Policy

### **MUGA (Multi Use Games Area)**

In order to meet the Sports England agreement for community use of the MUGA, the governors have a two-tiered charging policy to enable community groups to access the community facility that is the MPJS MUGA. **Appendix B** includes the current charges and forms for hirers.

### **Damage to School Property**

The school will cover accidental breakages of school property (refer to appendix B for facilities hire wording).

Deliberate or willful acts, which result in breakage or damage to school property, may be charged for at a rate appropriate to replacement costs.

#### Music

Music and singing tuition is currently taught within school curriculum therefore there are no charges. In the future if music is taught through a 3<sup>rd</sup> party, for example Southampton Music Services, charges may be appropriate when, for example hiring a musical instrument. Parents will be informed beforehand in all circumstances.

#### **Dinner Money**

Dinners are charged for at the rate set by City Catering and the full cost passed on to parents. For children eligible for Free School Meals, no charge is made.

### **Breakfast Club and After School Clubs**

Breakfast club and After School Clubs are chargeable. If and when they are being run parents will be advised. Charges will also be advised and will be subject to the costs incurred with the event.

### **Other Charges to Parents**

The Headteacher or Governing Body may levy charges for miscellaneous services up to the cost of providing such services, e.g. for providing a copy of an OFSTED report.

The school charging policy will be subject to change if there are new Local Authority or Department for Education policy changes, or changes in the law.

#### **Debt Recovery**

Parents owing money will ne informed by the school office of their debt

The school will follow the debt recovery procedure, developed with the Local Authority Finance Department (**Appendix A**)

### Appendix A - Debt Recovery Procedure

1	Initial Reminder	Initial reminders may be informal and made either in person
		(when a parent comes to collect/drop off the child) or by
		phone or text.
2	First Reminder	A formal reminder letter should be issued after two weeks
		from any informal reminder and/or from the date of the
		event.
3	Second Reminder	A second reminder letter will be issued within two weeks of
		the date of the first reminder letter.
Pho	ne calls can be made, the	date and outcome of the call will be recorded and kept with
any	letters.	

### **Using reminder letters**

If a debt is taken past two reminder letters formal written evidence may have to be produced. It is therefore important that the reminder letters are sent and retained. Details of all reminders, whether verbal or in writing, should be maintained. Where a letter is issued a copy should be kept.

### Failure to respond

If no response is received a letter will be sent to the debtor advising them that the matter will be referred to the Local Authority.

At the discretion of the Headteacher the debtor may be advised that they will be required to pay in advance for future events. Regarding a dinner debt, the debtor may be requested to provide a packed lunch for their child.

### **Negotiation of Repayment Terms**

Debtors are expected to settle the amount owed as soon as possible after receiving the first reminder. If a debtor asks for repayments terms these may be negotiated at the discretion of the Headteacher. A record of all such agreement shall be kept. A letter will be issued to the debtor confirming the agreed terms. The settlement period should be the shortest that is judged reasonable.

## Appendix B – Charges and Forms for MUGA Hire

Facility	Lower Band*	Upper Band*
Pavilion**	£25	£35
Multi Use Games Area (MUGA)	£25	£35
Pavilion, MUGA and Grounds**	£50	£70

All prices above are charged per hour Prices are correct as at 01/11/2021 and may be subject to change

*Lower Band:	Youth groups, not for profit community groups and charities
*Upper band:	Commercial or business lettings, any other lettings
The school will h	ave final authority over which band a letting is placed into

<sup>\*\*</sup> Pavilion and Pavilion, MUGA and Grounds combined lettings will only be let to close partners of Mount Pleasant Junior School.



### **Booking Form to hire facilities at Mount Pleasant Junior School**



**Part 1** (a copy of this form will be emailed to you)

Name of Hirer or Organisation

Is this Lower band or Upper Band? Circle one	
Lower Band*	Upper Band**
Please state exactly what your group activities will be, in total expected numbers.	nclude ages of the group, specifically any under 18's and
* Lower Band: Youth groups, not for profit community gro **Upper Band: Commercial or business lettings, any other	
Coordinators name (list all, if applicable)	Telephone Numbers:
Main Coordinator:	Main Coordinator:
2:	2:
3:	3:
Email Address:	
Full address of main coordinator (the invoice will be so	ent here):
I understand and agree to the conditions of the let Signed: Name:	
Dated:	
The health & safety and safeguarding of those present is Head Teacher and/or Governing Body of the school.	s the responsibility of those 'in charge' of a let not of the

I the Applicant hereby undertake and agree with the Governing Body of Mount Pleasant Junior School to perform and observe the regulations and conditions set out in the school's Charging and Remissions Policy, should permission for the let be granted.

I the Applicant agree to indemnify the Governing body of Mount Pleasant Junior School & Southampton City Council from and against all loss, damage, costs, claims, demands, expenses or charges which the School or Council may sustain or incur in respect of any matter arising out of the use of the accommodation or the conditions relating thereto and pay the School or Council on demand all such sums as may be payable by reason of indemnity.

I the Applicant confirm that we have appropriate public liability insurance for this event of £1,000,000 and have provided a copy of the document to the school.

I the Applicant confirm that enhanced Disclosure and Barring Service (DBS) checks, which include childrens barring list information, have been completed for all adults who will supervise children on site and have provided evidence of the check to the school.

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Facility Required (Please circle):	MUGA	Pavilion	Muga, Pavilion and Grounds

Session Booking D	Session Booking Details:		
Start date:			
Finish Date: (State ongoing if continuous)			
(State ongoing if			
continuous)			

Please note, facilities can only be booked on the hour:

- 17:00pm to 21:00pm during term time Monday to Friday
- 09:00am to 21:00pm weekends
- 09:00am to 21:00pm during school holidays Monday to Sunday.

Last booking of the day finishes at 22:00pm.

Please tick to indic	Please tick to indicate your required time slots each week.						
	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Start Time							
Finish Time							

#### Additional:

If a one off booking, entry cards and toilet key to be left in the post box by the MUGA at the end of the session.

Any lost cards and keys will incur a charge for the school to replace them. £5 for a card and £3 for a key.

Your card will only work for the duration of your session.

Please leave the site promptly at the end of your session.

Please ensure the toilet is locked and in good condition at the end of your session.

When leaving please ensure the gate is held closed until the mag lock catches.

Failure to comply with any of these may result in you and your group not being able to book future sessions.

Office use only

Office use only			
Check:	Documents Provided	Checked by	Date checked
DBS checks	Yes / No / NA		Copies to be retained
Risk Assessments	Yes / No		Copies to be retained
Child Protection Policy	Yes / No / NA		Copies to be retained
Liability Insurance	Yes / No		Copies to be retained
Agreed price per hour: (Refer to the Charging and Remissions Policy)			

Copies of these documents must be retained for the duration of the booking.

A final scanned copy of this document must be sent to the organiser for their records.

Checked by:	
Dated:	

All bookings review dates should be September each year, reviews can be made more frequently if required.

	Date	Comments
Review date:		

### **Conditions of Booking and Hire**

Booking Enquiries should be made to the school office on 02380 223634 or email: <a href="lettings@mpjs.org.uk">lettings@mpjs.org.uk</a>. An enquiry form can be found on the School's website, <a href="www.mpjs.org.uk">www.mpjs.org.uk</a>

**Community Activities** are controlled by the Headteacher, who reserves the right, at their absolute discretion, to refuse admission to, or to evict any person from the premises, or to refuse any application for the hiring of the premises without being required to give reason for such refusal

**Applications for Hire** of facilities must be made on an official Booking form, obtainable from the school office and the schools website. The Hirer shall satisfy themselves that the facilities are suitable for their purposes. The use of the premises must not interfere with the proper working of the School or impair its efficiency. In particular, the Hirer acknowledges that it will not have exclusive use of the site. All hirings and timings are subject to the discretion of the Headteacher. The Hirer may not assign or sub-let the hire of the school. No person under the age of 18 years will be accepted as a Hirer.

Charges for Hire of facilities are fixed by the Headteacher who reserves the right to vary charges without prior notice. New charge rates normally operate from April and September each year. Setting up and clearing away time must be included within the hire period.

Hire Fees must be paid within 30 days of the date of invoice. Payment beyond this period may incur additional charges. Cheques should be made payable to 'Mount Pleasant Junior School'. In the event fees are not paid in accordance with these conditions, all further periods booked may be cancelled forthwith by the Headteacher, without prejudice of the right of the Headteacher to recover the total charges due in respect of the full period of hire. The Hirer shall, if so demanded, pay at the time of booking a refundable deposit to be held by the Headteacher against damage caused or additional cleaning required as a result of the premises not being left in a reasonably tidy condition. Any decision made by the Headteacher is final.

### **Cancellation of Hire**

- (a) The Hirer must give 3 days' notice of cancellation or changes in times/dates of bookings, in writing. If sufficient notice is not given, the Hirer will be expected to pay the hire charges for the facilities booked.
- (b) The Headteacher reserves the right to close any part of the premises or prohibit the use of any facilities deemed unfit for use. In such circumstances any monies paid will be refunded, but the Headteacher will not be liable for any other expenditure incurred or loss sustained directly or indirectly by the Hirer arising from the cancellation.
- (c) The Headteacher may refuse an application if:
  - (i) The premises are required by the School.
  - (ii) There has been damage to the property or breach of these conditions during previous use of the premises by the Hirer. No compensation shall be payable by the Headteacher by reason of such a decision.
- (d) The Headteacher reserves the right to cancel the agreement to hire, by giving 2 weeks notice to the Hirer in writing (email is acceptable) and sent to the address given by the Hirer. The Headteacher also reserves the right to cancel any hiring without notice if:
  - (i) the accommodation will, due to circumstances outside their control, be unavailable for the hire period, or (ii) the hirer has failed to disclose material information concerning the proposed hiring, or
  - (iii) there are reasonable grounds to conclude that the Conditions of Hire may be breached to a material extent

The Headteacher excludes any liability as a result of the exercise of these rights for breach of contract or otherwise and shall not be held liable for any expenses incurred by the Hirer as a result of such cancellation. (e) All block bookings are subject to review and may be cancelled at two weeks' notice.

### The Hirer is responsible for the proper conduct and control as follows:

- (a) The number of persons using the premises does not exceed that for which the booking was made and approved.
- (b) The administration, organisation and supervision of a particular activity or event.
- (c) The provision of qualified coach(es) or competent supervisor(s) for all activities. The School may request evidence that such persons are suitable, e.g. coaching qualification certificates; DBS disclosures for groups with young people and/or vulnerable adults, etc. This evidence must be provided on request. The Hirer shall at all times provide an adequate number of supervisors for any activity and those supervisors shall be present throughout the hiring period. Any specialised equipment must be operated / supervised by appropriate qualified persons. All

necessary safety precautions for activities must be taken in accordance with the relevant statutory and School safety publications.

- (d) The supervision of all visitors, spectators and officials attached to the Hire.
- (e) Leaving premises in a tidy and orderly condition at the end of each hire period.
- (f) Where applicable, ensuring equipment is returned to its storage place.
- (g) Finishing the activity promptly at the end of the hire period and if the last hire of the day, vacating the premises no later than 10 minutes after the end of the hire period.
- (h) Supplying on request to the School, the names and addresses of persons taking up any booked period under the hire agreement and the age of any of them who are minors.
- (i) The Hirer is responsible for the safeguarding and safekeeping of all items belonging to the Hirer, its guests/delegates or third parties engaged by it. The School accepts no responsibility for such items.
- (j) Hirers shall familiarise themselves with the fire precautions in force on the premises and with the means of evacuation in the event of a fire, bomb warning or any other threat to safety. The Hirer is responsible for ensuring that persons attending are made aware of the evacuation procedures. Fire and other exits must be kept clear at all times. Internal fire doors must not be fixed in an open position. Please see Hirers guide and the Emergency Evacuation Plan provided at booking.

NB Hirers will be expected to comply with all reasonable requests made by the Community Staff and/or Site Staff.

**Collections and Lotteries** No collections, games of chance, sweepstakes or lotteries or any betting may be conducted on the premises without prior permission of the Headteacher.

**Licences** The Hirer shall be responsible for ensuring that all necessary licences have been obtained in respect of activities to be carried out, and shall pay all fees due in respect of these activities, eg performing rights, entertainment's licences, etc.

**Alcoholic Drinks** In no circumstances shall alcoholic drinks be available at any function without prior written consent of the Headteacher. Permission will be granted only in exceptional circumstances. Applications must be made in writing at the time the Hirer applies for the use of the premises. If permission is granted for alcoholic drinks to be sold it will be the responsibility of the Hirer to ensure the Temporary Event Notice is obtained from the local authority. The School reserves the right to see sight of the Temporary Event Notice prior to the letting.

**Catering** The School does not normally permit the heating or cooking of food during a hire.

**Smoking** The site operates a No Smoking policy in all areas, including outside spaces.

**Rubbish/Litter** The Hirer shall be responsible for clearing the site of any rubbish that results from the hire **Tickets** No Hire is permitted where tickets will be sold to the general public. If tickets are to be sold to members of a specific group or organisation, the Hirer must inform the School in advance.

**Media** The Hirer is requested to inform the School in advance if the media is expected to attend any event. If any media interest occurs on the day of the Hire, the Hirer must alert Site Staff prior to giving permission for media access.

**Furniture** Furniture should not normally be moved. Movement of furniture may only be done with permission of the site staff; it must be put back in its original place at the end of the hire. If a large number of chairs need to be moved, the Hirer shall provide assistance before and after the event

**The school building** At times the school building may be open for school staff and contractors, for example during school holidays. The school building is not available for hire and not accessible to hirers of facilities on site.

Dogs No dogs, except for Guide dogs and school authorised dogs, are permitted on the School site

**Language and noise** Participants and Hirers are not to use foul or abusive language. Noise levels should be kept to an acceptable level.

Fences and boundaries Under no circumstances are fences, gates or any boundaries to be climbed.

**School reputation** Any event deemed to bring the School's name into disrepute can be cancelled at any time, without liability to the School

**Risk Assessments** It is the responsibility of the Hirer to complete their own Risk assessments. The School reserves the right to review these assessments

**Emergency services** If a Hirer needs to call the Emergency services a member of the Site Staff should be informed immediately if available or at your earliest opportunity if not available.

Location: SO14 0WZ, Junction of Imperial Road with Mount Pleasant Road opposite the PDSA Veterinary Surgery.

**Accidents** Any accidents or serious incidents must be reported to the School Staff immediately or at your earliest opportunity. An accident form may be completed.

**School staff** We respect our staff and Hirers and participants must do the same. Any form of abuse towards our staff will not be accepted and may result in the cancellation of the hire.

Parking and Access Parking is not available anywhere on the school site.

### **Equipment and Premises**

- (a) Use of the premises is limited to the accommodation hired and necessary facilities such as the toilet. Hirers should check all areas are left clean and tidy.
- (b) No equipment/facilities are to be used without prior specific permission from the School Staff.
- (c) Storage facilities are not provided. If Hirers leave equipment on the premises, they do so entirely at their own risk.
- (d) Furniture and apparatus required may be brought onto the premises at the Hirer's own risk. Hirers shall not bring on to the premises, without the prior consent of the Headteacher, 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.
- (e) No School games equipment may be used
- (f) The Hirer shall not carry out or permit to be carried out any alterations, additions or attachments to the premises, fittings, equipment or decoration thereof, without prior written permission of the Headteacher. No nails or screws shall be driven into the walls, floors, ceilings, furniture or fittings, and no placards shall be affixed to any part of the premises. Any alteration or addition to the School's lighting or electrical heating systems is strictly forbidden, except with the written consent of the Headteacher. Consent may be subject to conditions, which the Hirer will be required to observe.
- (g) Any equipment (e.g. electrical) brought onto the premises must meet all current safety standards.
- (h) The Hirer shall pay the costs of any loss or damage to the premises or equipment, whether provided by the Site or any other person, however caused and whatever nature.
- (i) The Hirer, on arrival should report any damage, litter, or disorder immediately to the Site Staff. Any damage must be reported to the Community Staff and charges for damage or breakages may be made.
- (j) No outdoor or black soled footwear is to be worn in the Pavilion for sports or dance purposes. Only clean soft-soled shoes are permitted.
- (k) Chewing gum is not permitted on the site and therefore should not be disposed of in or on any part of the site.
- (I) Only authorised persons shall use steps or ladders.
- (m) The pedestrian gate is released using the provided swipe card, the card will only operate during the timings of the hire with half hour added following the booking in case of delay. When using the facilities and following your session please ensure the gate is closed and the mag lock fixed. Leaving the gate open after your session may result in future sessions being cancelled.
- (n) Block bookings will be allowed to keep the entry card and toilet key for the duration of the booking. Single use booking must post the card and key into the post box by the gate when exiting, ensure the gate is open prior to posting the card and the facilities are empty of group members.

### Hard Court Multi-Use Games Areas and 3G Pitch

- (a) These facilities should be used for their intended purposes only i.e. participation in formal and informal play and sport.
- (b) The 3G pitch and hard court multi-use games area shall be hired together with access to toilets at the School.
- (c) The 3 G pitch and the hard court multi-use games area may have indicative markings for sports like netball, basketball, tennis and smallsided football. No additional marks shall be made to the sports pitch or hard court areas by the Hirer.
- (d) Use of the 3G pitch is compliant upon wearing the correct footwear
- (e) To protect the surface of the 3G pitch, no litter etc. must be left. Drinks should only be contained in plastic bottles.

**Affiliated Hirer's Insurance - Indemnity Clause** In accordance with the terms of hiring it is customary to require persons / organisations to accept responsibility for damage to the premises and its equipment and for the Third Party claims involving injury to persons and / or damage to property.

Southampton City Council's liability insurance arrangements will not provide cover for a Hirers potential liabilities.

### Injury to Persons or property

- (a) The Hirer shall indemnify the School and Southampton City Council against all claims for damages, compensation and / or costs in respect of:
  - (i) accidental bodily injury or illness to Third Parties and agents and / or

- (ii) accidental damage or loss to Third Party property caused by, or arising out of, or being incidental to the Hirer's use of the premises. Except when claims for damages, compensation and /or costs are as a result of the negligence of Southampton City Council, its servants or agents.
- (b) The Hirer shall have adequate insurance to cover this liability with a minimum limit of indemnity of:
- £10 million for commercial hirings except where otherwise agreed
- £5 million for non-commercial hirings

### **Damage to Premises and Equipment**

- (a) The Hirer shall be responsible for the loss of or damage to the premises and contents therein which is the property of the School except when loss or damage to the premises or contents are as a result of the negligence of the School or Southampton City Council.
- (b) The Hirer shall have adequate insurance to cover this liability with a minimum limit of indemnity of:
  - £10 million for commercial hirings except where otherwise agreed
  - £5 million for non-commercial hirings
- (c) Hirers must produce evidence that the required insurance cover is in place.
- (d) Injury to Persons The school does not accept responsibility for personal injury, unless caused as a result of negligence by the School or Southampton City Council.

**Breach of Conditions** The person who signs the booking form will be held responsible for ensuring these conditions and regulations are adhered to. Failure to abide by them will lead to a cancellation of the agreement.

If a hire period or booking is cancelled or terminated by the Headteacher as a result of a breach of conditions (as to which the decision of the Headteacher shall be final) the Hirer shall remain personally liable to the Headteacher for all charges due up to that time, but without prejudice to any claim which the School may have against the Hirer arising out of such a break or otherwise.

Right of access The Headteacher and its agents reserve the right of access to the premises during the letting

### **Arising issues**

In the event of a problem or a fault whereby you are unable to access the site for your booking when school is closed, please advise the school at your next earliest opportunity. The booking fee will be refunded or not charged for any session disrupted by a school fault.

If you are unable to leave the site for any reason when school is closed please contact the schools out of hours security company, Kestrel Guards on 02380 865658 who will be able to assist you. Charges may apply for a call out if not a school fault.