



# Charging & Lettings Policy

## Statutory

<b>Written by:</b>	Headteacher/Finance Officer <i>(based on Hire of Hampshire County Council premises guidance June 2019)</i>	<b>Reviewed by:</b>	FGB
<b>Review Date:</b>	July 2022	<b>Next Review Date:</b>	July 2025
<b>Review Cycle:</b>	Every 3 Years	<b>Ratified by FGB:</b>	12.7.22
<b>Name: Jay Mullineaux</b>		<b>Signature</b> 	

# Hart Plain Junior School

## Charging Policy

### 1. **Status**

Statutory

### 2. **Purpose**

The purpose of this policy is to ensure that, during the school day, all children have full and free access to a broad and balanced curriculum.

The school day is defined as: 8.45am to 3.15pm.

### 3. **Who was consulted?**

The policy has been informed by the 'Governor Handbook', the 'Schools' Manual of Finance Practice and Procedure' and current legislation.

### 4. **Relationship to other policies**

This policy complements the school's equal opportunities policy, curriculum policy and ethos and culture policy.

### 5. **Roles and responsibilities of headteacher, other staff and governors**

The Governing Body will ensure that the following applies:

### 6. **During the school day**

All activities that are a necessary part of the National Curriculum plus religious education will be provided free of charge. This includes any materials, equipment and transport to take pupils between the school and the activity. It excludes charges made for music tuition given by instrumental teachers specifically employed for this purpose. Unless the teaching is an essential part of the National Curriculum, the governors will make a charge.

Voluntary contributions may be sought for activities during the school day which entail additional costs, for example a charge may be made for materials in practical lessons such as technology if the finished article is to be taken home.

### 7. **Optional activities outside the school day**

The school may charge for optional, extra activities provided outside of the school day. Such activities are not part of the National Curriculum or religious education. Remissions will be made to parents whose children are entitled to Free School Meals.

### 8. **Educational visits**

The school may request a voluntary contribution from parents for activities including educational visits, which are considered valuable and which the school is otherwise unable to fund.

### 9. **Residential courses**

Charges for the board and lodging element of residential visits will be made and remissions for this element will be made to parents whose children are entitled to Free School Meals. Residential visits may be cancelled if insufficient voluntary contributions are received to cover the remaining costs to the school, such as transport and activities.

## **10. Calculating charges**

When charges are made for any activity, whether during or outside of the school day, they will be based on the actual costs incurred, divided by the total number of pupils participating. There will be no levy on the parents who can pay to support those who cannot pay. Additional financial support may be available at the Headteacher's discretion.

Parents who would qualify for support are those who are entitled to Free School Meals.

The principles of best value will be applied when planning activities that incur costs to the school and/or charges to parents.

## **11. Damage to property**

Parents can be asked to pay for wilful damage to school property or the misuse of books and equipment.

## **12. Reimbursements and Refunds**

Voluntary contributions will be reimbursed if the child is no longer able to participate in the activity.

Charges for optional activities will only be refunded if the supplier agrees to refund the school.. The Headteacher may consider a refund in certain exceptional circumstances.

# Hart Plain Junior School

## Lettings Policy

### **Rationale**

The Governing Body Hart Plain Junior School believe that the school is here to serve the local community. As such, where the hiring of the premises supports the high-quality education of Hart Plain children, or where there it does not inhibit such education, the school will make every effort to enable the use of the premises wherever practical and subject to the school's own requirements. It is important to note that the school does not employ site staff with a specific remit for community/commercial hirings.

### **Aims**

- To enable activities and provision to enhance the curriculum for our pupils
- To provide high quality child care provision outside of the school day
- To enable high quality activities for children and young people from the local area
- To provide a community base for local activities, where appropriate

### **Management and Administration of Lettings**

The Headteacher of the school has overall responsibility for the management of lettings. This responsibility has been delegated to the Finance Officer, whilst the Headteacher still retains overall responsibility for the lettings process.

Organisations /individuals wishing to hire the school premises should approach the Finance Officer who will identify their requirements and clarify the facilities available. A hiring application form [appendix A] should be completed at this stage. The Finance Officer will also enclose a copy of Conditions of Hire [appendix B]

The Headteacher has the right to refuse an application, and no letting should be regarded as "booked" until approval has been given in writing. No public announcement of any activity or function taking place should be made by the organisation or individual until the booking has been formally confirmed.

Once a hiring has been approved, a letter of confirmation will be sent to the hirer, setting out full details of the hiring. The organisation/individual applying to hire the premises will be invoiced for the cost of the hire in accordance with the Governing Body's current scale of charges. It is expected that payment will be made in advance for all bookings from individuals and from organisations where a long term agreement is not in place with the School.

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

### **Insurance**

Hirers of Hart Plain Junior School premises must provide copies of their own Public Liability Insurance up to £10 million. In certain, limited circumstances however, Hampshire County Council does recognise that 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. Guidance regarding commercial and non-commercial hirers can be obtained from [insurance.queries@hants.gov.uk](mailto:insurance.queries@hants.gov.uk)

## **Child Protection Guidelines**

### Aim

Hart Plain Junior School takes seriously its responsibility to protect and safeguard children and vulnerable adults. We share a commitment to:

- Check the suitability of adults in care of, or working with, children and vulnerable adults;
- Have clear procedures and lines of communication;
- Work closely with parents and other organisations;
- Ensure that staff, course leaders and volunteers are properly trained.

Sometimes allegations are made against staff, course leaders or volunteers. These will be investigated thoroughly and fairly. The following guidelines include advice about good practice intended to reduce the risk to children and vulnerable adults and to provide safeguards for supervising adults against unfounded allegations of abuse.

### Guidance

All persons responsible for providing activities for children up to the age of 18 and vulnerable adults should be aware of Hampshire County Council's Child Protection procedures and guidance which is available from the school. Members of local or national associations should conform to their advice about child protection (e.g. Pre-school Alliance, Football Association, etc.). Such community organisations usually provide model policies, helpful practical guidance and can often assist with disclosure applications to the Disclosure and Barring Services (DBS).

All user groups which have a child protection policy should provide a copy to the School Office. Ideally a minimum of two adults should be supervising all activities with children and vulnerable adults and should be present throughout. Ideally, there should be a male and female adult for mixed gender groups. If there is only one adult available, another adult must be present on the school site who can be called upon in an emergency.

Leaders or persons responsible for the activities must ensure that children and vulnerable adults are always under the supervision of appropriately qualified persons, who have relevant checks from the DBS. Unqualified helpers, or helpers without a DBS check, should never be left to work alone or without supervision. All organisations should comply with the current HCC or DfES advice with regard to the need to check the suitability of staff, course leaders and volunteers, as advised by the school. The parents of all children participating in activities should be asked to complete a consent form and provide any medical information and contact details for use in an emergency. Any suspicions of child abuse or allegations against a member of staff, course leader, volunteer or other adult should be taken seriously and dealt with in line with existing procedures as advised by the school. These should be reported to the School's Designated Safeguarding Lead. Should school staff not be available at the time, the person suspecting abuse or receiving an allegation against someone else should contact the Local Authority Designated Officer (LADO) immediately for advice.

Out of school hours, child protection referrals will be received by Social Care's Out of Office (Emergency) Service, which may be contacted via the Police. Decisions about whether to inform parents will be made in accordance with HCC procedures, with the involvement of the Allegations Officer, during office hours, or if unavailable, in collaboration with Social Care or the Police. The Headteacher or Designated Safeguarding Lead should be informed of any referral to Social Care or the Allegations Officer as soon as possible after the event. The person suspecting abuse or receiving an allegation against another should make an accurate record including the known facts, any suspicions or allegations, the date and time of the incident, the names of any others involved and

details of those informed. This information should be provided to the Headteacher or the Designated Safeguarding Lead.

All staff, course leaders, supervisors and volunteers should be advised:

- Not to spend time alone with children or vulnerable adults away from another adult unnecessarily;
- Not to take children or vulnerable adults alone in cars or to their own home;
- Not to photograph or video children or vulnerable adults without the written consent of parents or carers;
- Not to take photographic equipment, including mobile phones, into any area where children or vulnerable adults will be in a state of undress;
- Not to use inappropriate or suggestive language;
- Not to touch children or vulnerable adults except as appropriate in some coaching or training situations.

It is the responsibility of all persons hiring the school's facilities for the provision of activities for children or vulnerable adults to adhere to these guidelines and they must undertake to ensure that all supervisors and helpers also understand and follow the Child Protection Guidelines.

**APPLICATION FORM FOR HIRE OF SCHOOL PREMISES AT HART PLAIN JUNIOR SCHOOL**



**APPLICANT**

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

.....

Address.....

.....Postcode.....

Telephone.....Email.....

**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)

Are IT facilities required? **YES/NO**

(If yes, please provide details of requirements)

**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 which is for 4 years from last booking.

You have some legal rights in respect of the personal information we collect from you. Please see our website page: <https://www.hartplain-jun.hants.sch.uk/> for further details.

You can contact the school’s Data Protection Officer at: e.smith@hartplain-jun.hants.sch.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/>

*Note for school: If the school will share the personal information the school must tell the applicant who the information will be shared with.*

**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 £.....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.....

## **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 Hart Plain Junior 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 the numbers indicated on the plan.

### **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 any public holidays.

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 £10 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, unless previously agreed.

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 11 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. Parking shall be for the purpose and times specified in this Hire agreement and not at any other times.

## **11. TOILET FACILITIES AND PLAYGROUND**

11.1 Access to the School's toilet facilities is included as part of the hire arrangements. Other areas of the school (including playing field) subject to prior agreement.

## **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 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 drunken 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 initial charge will be [£            per and will be payable            ].

22.2 There will be a review at the end of the academic year.

## **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.

## **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 one week's 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, becomes unusable for any reason.

## **26. SECURITY**

26.1 If the Hirer is provided with keys to the Premises, keys should not be passed to any other person without direct written 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 which is available upon request.

34.10 The School's Data Protection Officer can be contacted by email [e.smith@hartplain-jun.hants.sch.uk](mailto:e.smith@hartplain-jun.hants.sch.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.

[ ] 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.

### **Special Conditions [1]**

#### Miscellaneous

1.1. The staff car park at the front of the Junior School is for school's staff use only during the usual working day. Hirers are not permitted to use this car park between the hours of 8am and 4.30pm on school days in term time. Exceptions may be made for attendees on training courses if requested at the time of application. At all times, consideration must be given to the safety of and respect for children, local residents and school staff/visitors when parking on or near the school.

### **Special Conditions [2]**

#### School keys and responsibility for locking

2.1 A key holder will usually be paid overtime to unlock and lock the premises for a hire outside of the usual school opening hours. This overtime charge will be included in the hire fee.

2.2 If the hirer is a current member of school staff, they may become a temporary key holder if not so already. This will be dependent on governor and the staff member's agreement to undergo relevant training. Temporary key holders will only be authorised by the Head Teacher and Chair of Governors.

**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.

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 (to be decided if the need arises)
- 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**

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

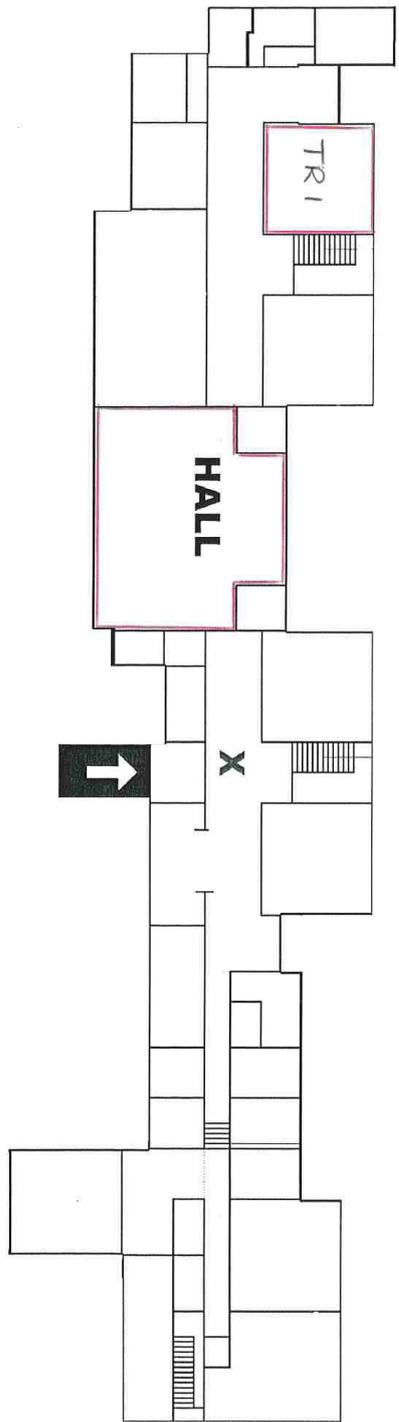
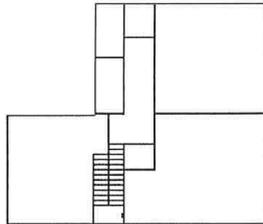
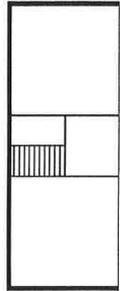
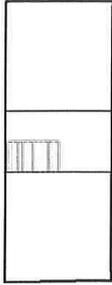
4.4 The provider must work with the School and be prepared to meet with representatives from the School to discuss services and work together to ensure the successful transition of those children who attend the out of school provision

##### **5. Monitoring**

5.1 The Provider must attend monitoring meetings with the Schools 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

5.2 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)



TR 1 - MAX 32  
 HALL - MAX 180 No furniture/stage  
 HALL - MAX 140 Seated / no stage  
 HALL - MAX 120 Seated with stage  
 HALL - MAX 96 with tables/chaurs

## Hart Plain Junior School Hire Charges

	Hall/classroom charge/hour	School field charge/hour *
During school hours term time (training rooms only)	£18.00	
After school until 6.00 p.m.	£19.00	£12.00
Weekends and after 6.00 p.m.	£23.00	£23.00
School holidays	£19.00	£12.00
Refreshments (if required) – Tea, coffee, biscuits	Full Day £2.50 per person Half Day £1.25 per person	
<ul style="list-style-type: none"> <li>• Use of the school field is dependent upon the weather and suitability for use</li> </ul>		