

# Wilberforce Primary School

## Charging and Lettings Policy

Ratified: May 2015

Next Review: May 2016

Principal: Mrs Ann Sheppard

## Wilberforce Primary

### Charging and Remission Policy

Wilberforce Primary provides a free education for all of our students.

The current charge for casual hire of the infant hall to community groups is £50 an hour Monday – Saturday and £60 an hour on a Sunday.

Hirers are advised that they are responsible for any damage and a deposit against damage is taken. They are then requested to leave the place clean and tidy. Hirers are required to take out the public liability insurance if they do not already have it. There are no catering facilities but cold food may be brought in.

Hirers are advised there is a no smoking policy in the school. The school does not accept lettings where there would be alcohol consumption or where there may be community tension. Hirers are required to sign a lettings agreement indicating their agreement to the terms. Organisations are required to complete a lettings agreement on an annual basis.

No charge is made to community groups for use of class rooms/halls etc. during school opening hours, e.g. Adult Education classes which take place twice a week (English and IT with literacy). A crèche is provided by Westminster Adult Education Service. The crèche uses the Annexe.

#### Charges for School Activities

The Education Reform Act 1988 clarifies the activities for which charges can be made or voluntary contributions sought.

The Act gives LAs and schools the discretion to charge for optional activities provided wholly or mainly out of school hours and the right to invite voluntary contributions for the benefit of the school, or in support of any activity organized by the school whether during or outside school hours.

The school reserves the right to make a charge in the following circumstances for activities organized by the school:

*School Journeys:* The board and lodging element of the residential experience and outdoor pursuit courses;

*Activities outside school hours:* The full cost for each student of journeys, trips and overnight stays in the United Kingdom and abroad which take place at weekends and during holidays, which are deemed to be optional extras.

*Uniform:* The cost of purchasing uniform will be the parents' responsibility.

*School Equipment:* Should a child be found deliberately damaging school property (laptops, books etc.), Governors will be asking parents for the replacement cost or a contribution towards a replacement, whichever is appropriate, at the discretion of the Principal.

## Voluntary Contributions

Wilberforce Primary is permitted to ask parents for voluntary contributions. On these occasions, it is made explicit that the contributions are entirely voluntary and if insufficient funds are raised the activity will be cancelled and all monies returned. All students are treated equally in this regard, irrespective of whether their parent/carer has made a voluntary contribution or otherwise. Parents are under no obligation to make a voluntary contribution, and if a parent is unable or unwilling to pay, their child is still given an equal opportunity to participate.

Activities which take place mainly during the school day and which involve a cost (e.g. a theatre visit to the school or a day visit to a museum) will only take place if voluntary contributions from parents/carers are sufficient to cover the cost. In cases where charges are to be levied parents will be advised in advance and monies collected prior to the activity.

## Remission

It is the policy of the Governing Body:

- To remit charges for school activities to parents in receipt of income support and working family tax credit who have been unable to give a donation
- To provide some sort of payment plan
- To look at individual cases where parents have been unable to give a donation
- To agree how to fund shortfalls for activities
- To encourage fundraising activities throughout the year to part fund visits

*Amendment to indicate that legislation applies to academies and free schools via their funding agreements.*

## Wilberforce Primary

### School Lettings Policy

A letting situation occurs when a school sports area, hall, classroom or any other area is hired out to a club or an individual for a sum of money.

There are VAT implications for lettings and these are set out in the document “Tax Guidelines” which can be found on the BiE Cloud.

Note that the VAT registration number is 834 8515 12. This must be shown on all sales invoices that are raised.

The following must be noted:

- When a booking is received from a club, school, individual or other source the appointments should be recorded in a diary or similar media.
- A lettings agreement must then be sent to the club, school or individual, completed by the club, school, individual or other source and authorised by the Principal (or his/her authorised delegate) before any money changes hands and before the letting has taken place.
- For tax purposes, the Lettings agreement must be retained for 6 years, after which it can be destroyed.
- As soon as the Lettings agreement is finalised, invoices must be raised on PSF. Any long term agreements must be invoiced at least monthly in advance of the next series of lets.
- Invoices must be paid by the lessee before, or less than a week after the letting occurs.
- Ensure that payments for lettings are monitored for receipt as per agreed payment terms.
- Payment as far as possible should be by bank transfer. Payment for lettings by cash should be avoided as far as possible but where unavoidable can be accepted up to a maximum value of £150. If it is necessary for payments to be made in excess of this amount, the customer should be provided with a slip showing the bank account details and requested to deposit the cash directly into the bank. Any cash payments above £150 which do not come through the bank, must be notified to the Financial Controller.

## Wilberforce Primary

### School Lettings Agreement

An agreement between Wilberforce Primary (the Lessor) and xxxxxxxxxxxx (the Lessee) for the use of Wilberforce Primary premises at Beethoven Street, London W10 4LB.

This document specifies the Terms and Conditions for using the premises after normal school hours.

#### 1. Use

Areas specified in this agreement are for the sole purpose of **teaching and learning** for members of xxxxxxxxxxxx organization only. The use of the premises for any other purpose by any other organization will invalidate this agreement. The signatory will ensure that no illegal activities are carried out on the premises.

#### 2. Period

This agreement is for a period of 12 calendar months beginning xxxxxx 20xx and will cease at xxxxxx 20xx. Renewal of this agreement for a further period must be applied for one calendar month in advance. The agreement will permit one weekly session on xx day of xx duration.

#### 3. Termination

Wilberforce Primary reserves the right to terminate this agreement without notice.

#### 4. Accommodation

This agreement is for the use of:

Classroom number(s) xxxxx

Assembly Hall

Classroom

#### 5. Fees

Rooms or sports facilities to be used: xxxxxxxxxxxx

Cost per session: £xx

**Fees will include VAT where appropriate and will be payable by cheque to Wilberforce Primary on the first of each calendar month in advance.**

Any extension to the agreement period will be liable to an additional fee charged at a pro rata rate.

## **6. Indemnity**

The Lessee will indemnify Wilberforce Primary against any claims in respect of any actions, loss, damage, liabilities or injuries to persons or damage to property, arising out of the use of the premises, caused either directly or indirectly as a result of the action or non-action of the Lessee, Wilberforce Primary employees, Wilberforce Primary representatives, contractors or subcontractors. Furthermore, it is understood that the Lessee will be required to provide third part public liability insurance cover to a minimum of £5,000,000. Wilberforce Primary will require a copy of the insurance certificate.

## **7. Nuisance**

The Lessee will ensure that all reasonable steps are taken to prevent any nuisance being caused to adjoining owners and occupiers and the public generally as a result of the use of the premises and the work or activity being undertaken.

## **8. Access**

The Lessee and their appointed agents and visitors are to use only approved access points via the main entrance(s) to the school and are to comply with all statutory and bye-law requirements.

## **9. Conditions**

- a) Hours of occupancy will be between xx hour and xx hour.  
No changes to these times are permitted without the written permission of Wilberforce Primary.
- b) No estate, right or interest whatsoever shall accrue to the Lessee by virtue of their occupation of the premises.
- c) The Lessor, their agents or representatives reserves the right at any time during the period of the licence, without the giving of prior notice, to enter any part of the premises occupied by the lessee.
- d) Any request made, either verbally or in writing, by the Lessor or their authorised representative, relating to the use of premises, must be complied with in full by the Lessee.
- e) Wilberforce Primary reserves the right to cancel any booking without notice as a result of changes of circumstances beyond its control, or if circumstances or

adverse weather conditions affect the use of the grounds or premises. Any monies paid in advance will either be refunded or off set against the next occupancy.

**10. Further Conditions**

- a) The Lessee will ensure that the areas of the premises specified in this agreement are left in a clean and tidy condition.
- b) Liability for any damage to the fabric of the building, the grounds, equipment, furniture or fixtures that occurs during the periods of occupancy will be the responsibility of the Lessee. In the event of such damage, Wilberforce Primary reserves the right to reinstate the original condition of the facilities, equipment, furniture or fixtures, the cost for which to be met by the Lessee.
- c) The Lessee will ensure that Health & Safety and fire policies and procedures will be adhered to.
- d) The Lessee will ensure that all persons entering the premises are bona fide members of their organisation and that accurate record of attendance is kept.
- e) Wilberforce Primary operates a ‘no smoking’ policy in all parts of the premises and grounds. The Lessee will ensure that this policy is maintained at all times.
- f) Wilberforce Primary will periodically require use of the premises during the Lessee’s occupancy. In the event that this may involve restricted access to particular rooms for the Lessee, this will be negotiated with at least one week’s notice.

**I hereby agree to accept the above terms and conditions.**

Full Name.....(BLOCK CAPITALS)

Address.....

Designation.....

For and on behalf of.....

Signature.....

Date.....

Please sign and return the second copy of this agreement to:

Wilberforce Primary

## Application for Hire of Accommodation at Wilberforce Primary School

Name .....

Address .....

..... Telephone Number .....

Group/Organisation ..... Position in Group .....

Date(s) of use .....

Event .....

Non-refundable Admin Charge Yes/No .....

Accommodation	From	To	
Dining Hall			Is food and drink to be served? Yes/No .....
Community/Private/Business			Caterer's Name and Address ..... ..... ..... .....

I declare that I have viewed the accommodation available at Wilberforce Primary in connection with my hiring of the premises on ..... together with means of escape, fire exits and toilet facilities and they are to my satisfaction.

I hereby agree to be bound by, and confirm to, the Regulations and Conditions of Lettings, a copy of which I acknowledge to have received, and to indemnify the Governing Body in accordance with these conditions.

I declare that I am 18 years of age/or over and that the booking is not made on behalf of or in the interests of a prohibited organisation as set out in the regulations.

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



## Wilberforce Primary School Hire Charges

### COMMERCIAL RATES

#### Charges for Monday - Friday

Description	Per Hour
Main Hall	75
Classrooms	35

#### Charges for Saturday - Sunday

Description	Per Hour
Main Hall	90
Classrooms	40

### COMMUNITY RATES

#### Charges for Monday - Saturday

Description	Per Hour
Main Hall	50
Classrooms	30

#### Charges for Sunday

Description	Per Hour
Main Hall	60
Classrooms	35



**Wilberforce Primary**  
The best in everyone™  
Part of United Learning

