

# COWLEY INTERNATIONAL COLLEGE



## CHARGING AND REMISSIONS POLICY (including Lettings Policy and Procedures)

Status	<b>STATUTORY</b>
Responsible Governors' Committee	Finance, Personnel and Premises
Date first approved by GB	25 <sup>th</sup> January 2018
Responsible Person	Business Manager
Next review Date	Spring 2022
Ratified Date	Spring 2021

The Governors and staff of Cowley International College believe that all our pupils should have an equal opportunity to benefit from college activities and visits (curricular and extra-curricular) independent of their parents'/carer's financial means. This Charging and Remissions Policy describes how we will do our best to ensure a good range of visits and activities is offered and, at the same time, try to minimise the financial barriers which may prevent some pupils taking full advantage of the opportunities.

The 1996 Education Act requires all schools to have a policy on charging and remissions for school activities, which will be kept under regular review. The review date for this policy is recorded on the front sheet of the document.

### **The policy identifies activities for which -**

- No charges will be made.
- Voluntary contributions may be requested.
- Charges may be made.
- Charges may be waived or subsidised.

### **Education**

No charge will be made for:

- an admission application;
- education provided during school hours<sup>1</sup> (including the supply of materials, books, instruments or other equipment);
- education provided outside of school hours if it is part of the national curriculum, or part of a syllabus for a prescribed public examination that the pupil is being prepared for at the school, or part of religious education;
- instrumental or vocal tuition, for pupils learning individually or in groups, unless the tuition is provided at the request of the pupil's parent;
- entry for a prescribed public examination, if the pupil has been prepared for it at the school; and
- examination re-sits if the pupil being prepared for the re-sit(s) at the school<sup>2</sup>.

A charge may be made for:

- any materials, books, instruments, or equipment, where the child's parent wishes their daughter/son to own them;
- optional extras (see next section);
- music and vocal tuition, in limited circumstances (see Music Tuition section);
- community facilities.

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<sup>1</sup> See section 452 of the Education Act 1996 for further information as what counts as during school hours or contact the School Business Manager for further guidance.

<sup>2</sup> However, if a pupil fails, without good reason, to meet any examination requirements for a syllabus, reimbursement of the fee will be pursued with the parent.

## **Optional extras**

A charge may be made for:

- education provided outside of school time that is not:
  - a) part of the national curriculum;
  - b) part of a syllabus for a prescribed public examination that the pupil is being prepared for at the school; or
  - c) part of religious education.
- examination entry fee(s) if the registered pupil has not been prepared for the examination at the school;
- 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);
- board and lodging for a pupil on a residential visit;
- extended day services offered to pupils.

In calculating the cost of optional extras an amount may be included in relation to:

- any materials, books, instruments, or equipment provided in connection with the optional extra;
- the cost of buildings and accommodation;
- non-teaching staff;
- teaching staff engaged under contracts for services purely to provide an optional extra; this includes supply teacher engaged specifically to provide the optional extra; and
- the cost, or 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.

Any charge made in respect of individual pupils will not exceed the actual cost of providing the optional extra activity, divided equally by the number of pupils participating and will not include an element of subsidy for any other pupils wishing to participate in the activity whose parents are unwilling or unable to pay the full charge.

Participation in any optional activity will be on the basis of parental choice and a willingness to meet the charges. Parental agreement is therefore a necessary prerequisite for the provision of an optional extra where charges will be made.

## **Voluntary contributions**

Where no charge can be made, voluntary contributions will be sought to extend the number of opportunities available to our pupils. It will be made clear to parents that there is no obligation to make any contribution; however, if the activity cannot be funded without voluntary contributions, this will be made clear to parents from the outset.

All students will be given an equal chance to go on a visit and no child will be excluded from an activity simply because their parents are unwilling or unable to make a contribution. If insufficient voluntary contributions are raised to fund a visit and the school cannot fund it from another source, the visit will be cancelled and any contributions made refunded.

In circumstances when demand outweighs the place available, a random name generator programme will be used.

## **Music Tuition**

No charge will be made for:

- instrumental or vocal tuition which is an essential part of the national curriculum;
- instrumental or vocal tuition provided for a pupil who is looked after by the Local Authority.

A charge may be made for:

- instrumental or vocal tuition provided either individually or to groups of any size, provided that the tuition is provided at the request of the pupil's parent.

## **Transport**

No charge will be made for:

- transporting registered pupils to or from the school premises, where the Local Authority has a statutory obligation to provide transport;
- transporting registered pupils to other premises where the Governing Body or Local Authority has arranged for pupils to be educated;
- transport that enables a pupil to meet an examination requirement when he has been prepared for that examination at the school;
- transport provided in connection with an educational visit.

## **Residential visits**

No charge will be made for:

- education provided on any visit that takes place during school hours;
- education provided on any visit that takes place outside school hours if it is part of the national curriculum, or part of a syllabus for a prescribed public examination that the pupil is prepared for at the school, or part of religious education;
- supply teachers to cover for those teachers who are absent from school accompanying pupils on a residential visit.

A charge may be made for:

- board and lodging and the charge will not exceed the actual cost.

When parents are informed about a forthcoming visit, it will be made clear that parents who can prove they are in receipt of the following benefits will be exempt from paying the cost of board and lodging:

- Universal Credit (provided you have an annual net earned income of no more than £7,400, as assessed by earning from up to three of your most recent assessment periods)
- Income Support
- Income Based Jobseeker's Allowance
- Income-related Employment and Support Allowance
- Support under Part VI of the Immigration & Asylum Act 1999
- Child Tax Credit (provided you're not also entitled to Working Tax Credit and have an annual gross income of no more than £16,190)
- Guarantee element of State Pension Credit
- Working Tax Credit run-on - paid for 4 weeks after you stop qualifying for Working Tax Credit

# Lettings Policy and Procedures

## 1. Introduction

The Governing Body regards the College buildings and grounds which are owned by St Helens Council as a community asset and will make every reasonable effort to enable them to be used as much as possible.

However, the overriding aim of the Governing Body is to support the College in providing the best possible education for its pupils, the promotion of equality of opportunity and the community cohesion of the local area. Any lettings of the premises to outside organisations will be considered with this in mind.

## 2. Definition of a letting

A letting may be defined as:

“Any use of the College buildings and grounds by parties other than the College. This may be a community group such as a local football team or a commercial organisation such as a local judo club”.

## 3. Priority for lettings

The Governing Body is mindful of the needs in the local area and has carried out an assessment of local needs. This information has been used to assess the priorities for lettings.

The following lettings are especially encouraged:

- Educational activities open to College pupils and their families
- Recreational activities open to College pupils and their families
- Activities organised by local community groups for the benefit of the local community
- Activities for groups with protected characteristics.

## 4. Charges

The Governing Body is responsible for setting charges for the letting of the College premises.

The scale of charges will be reviewed annually by the Governors' Finance, Personnel and Premises Committee for implementation from the 1<sup>st</sup> April of each year.

For the purpose of charging, the Principal is empowered to determine to which group any particular individual or organisation belongs. The basis of charging will be determined by the purpose for which a letting is arranged.

The College is constrained by law to apply value added tax to all transactions where this is appropriate.

The minimum hire period is one hour.

The College reserves the right to recharge the user the cost of any damage to the premises or equipment and/or the cost of any additional cleaning/caretaking or other expenses where the premises are left in an unacceptable condition.

The College will seek to recover any cost incurred by the College that is unavoidable and result directly from the cancellation of a letting. The timescale and charges for cancellations are set out in the Conditions of Letting of College Premises (see Appendix ii).

## 5. Letting times and available facilities

The available facilities are agreed as follows:

Term Time	<u>Monday to Friday 5pm to 9pm, Saturdays and Sundays 9am to 6pm</u> Sportshall, Gym, Playing fields, 3G <u>Monday to Friday 8am to 9pm, Saturdays and Sundays 9am to 6pm</u> Classrooms, Cowley International Hall, Cowley Hall
School Holidays	<u>Monday to Friday 8am to 9pm, Saturdays and Sundays 9am to 6pm</u> All facilities

Variations to these facilities and times are subject to the approval of the Principal.

## 6. Conditions of Letting of College Premises/Conduct of users

This is set out in the Conditions of Letting of College Premises (Appendix ii).

## 7. Security

The Principal has delegated authority to determine the security risk for each letting and is responsible for allocating a continuous security presence or other control measure.

## 8. Management of lettings

The Governing Body has delegated day-to-day responsibility for lettings to the Principal in accordance with the Governing Body's policy. The Principal has delegated all of this responsibility to the Business Manager, whilst still retaining overall responsibility for the lettings process.

A risk assessment will be undertaken to assess the level of Public Liability Insurance required.

If the Principal has any concern about whether a particular request for a letting is appropriate or not, he will consult with the Governors' Finance, Personnel and Premises Committee or the Chair of Governors where time does not permit a decision from the named committee.

An annual report on lettings will be made to the Governors' Finance, Personnel and Premises committee by the Business Manager. The report will include information on users, finances, incidents and accidents, enquiries, and any lettings refused.

## **9. Considering applications for lettings**

Organisations seeking to hire the College premises should approach the Lettings Officer in the first instance. The Lettings Policy and details of charges and conditions of use will be issued to the potential hirer at this point. The Lettings Policy can also be viewed on the college website.

A record of all enquiries will be kept on file. A standard booking form (Appendix iii) will be completed for all bookings. The Lettings Officer will check that, where required, the appropriate level of Public Liability Insurance is in place and seek signed confirmation that safeguarding and child protection policy and procedures are in line with Local Safeguarding Children's Board requirements. These conditions must be met prior to the issuing of any agreement.

The Principal will decide on the application with consideration to:

- the priorities for lettings agreed by Governors and set out in the College's Lettings Policy
- the availability of the facilities and staff
- the health and safety considerations such as numbers of users, type of activity

## **10. Issuing a Lettings Contract and Indemnity Agreement**

Once a letting has been approved, a letter of confirmation will be sent to the hirer, enclosing a copy of the Conditions of Letting of College Premises (Appendix ii), a signed copy of the Standard Booking Form (Appendix iii) and the Indemnity Agreement (Appendix iv).

The Indemnity Agreement (Appendix iv) should then be signed and returned to the College. The College will be in receipt of these signed copies before a letting takes place.

The person applying to hire the premises will be invoiced for the cost of the letting, in accordance with the Governing Body's current scale of charges (Appendix i). We will seek payment in advance in order to reduce any possible bad debts.

An official receipt will be issued for all payments received. All lettings fees received will be paid into the College's individual school delegated bank account. The income and expenditure relating to lettings will be clearly recorded by the College and reported under the guidelines for School Financial Value Standards.

The Principal, on behalf of the Governing Body has the right to refuse an application, and no letting should be regarded as "booked" until approval has been given in writing and payment received in full. The reason for refusals will be recorded on the bottom of the Standard Booking Form and fully explained to the enquirer.



**COWLEY INTERNATIONAL COLLEGE**  
**ANNUAL LETTINGS CHARGES 2020-21**

**Sporting Facility Charges**

Room/Area/Facility	Monday to Friday 5pm onwards	Saturday	Sunday
Sports Hall	£35 per hour	£52.50 per hour	£70 per hour
Gym	£22 per hour	£33.00 per hour	£44 per hour
Playing Field – Hard Lane (no changing facilities)	£22 per hour	£33.00 per hour	£44 per hour
Playing Field – Hard Lane (with changing facilities and caretaker)	£35 per hour	£52.50 per hour	£70 per hour
3G Astroturf (including changing facilities and caretaker)	£75 per hour full pitch £25 per hour 1/3 pitch £50 per hour 2/3 pitch	£75 per hour full pitch £25 per hour 1/3 pitch £50 per hour 2/3 pitch 25% discount for booking a season for matches	£75 per hour full pitch £25 per hour 1/3 pitch £50 per hour 2/3 pitch 25% discount for booking a season for matches

All lettings are subject to:

- A signed booking form and up to date Indemnity Agreement being in place
- Evidence of Public Liability insurance, if required
- Safeguarding and child protection policies and procedures being in line with Local Safeguarding Children's Board requirements.
- Payment being received in advance of the letting taking place.

**School Buildings Charges**

Room/Area/Facility	Monday to Friday up to 5pm	Monday - Friday 5pm onwards	Saturday	Sunday
General Classroom	£15 per hour	£22.50 per hour	£22.50 per hour	£30 per hour
ICT/Food/Technology Classroom	£20 per hour	£30 per hour	£30 per hour	£40 per hour
Cowley International Hall	£35 per hour	£52.50 per hour	£52.50 per hour	£70 per hour
Cowley Hall	£35 per hour	£52.50 per hour	£52.50 per hour	£70 per hour

All rates are exclusive of VAT which is payable on all single bookings. Some block bookings of 10 or more sessions are VAT exempt, dependent upon the purpose of hire.

Any additional equipment/resources will be charged at a rate negotiated with the Business Manager.

**CONDITIONS OF LETTING OF COLLEGE PREMISES**

- 1) The hirer will meet all requirements relevant to the letting and in line with the Lettings Policy, including obtaining any necessary licences and that all personnel employed by the hirer or involved in the activity concerned will be advised of these conditions.
- 2) The hirer will be fully responsible for the orderly nature of the function and shall ensure compliance with Health and Safety issues: reporting accidents, first aid and faulty equipment.
- 3) Attendances will be limited to the number of persons that may be comfortably and safely accommodated on the premises.
- 4) Cowley International College is responsible for ensuring that any equipment, the premises and means of access and egress are safe for the use of hirers. Therefore, if the hirer discovers a hazard in regard to the access and egress to College premises or equipment to be used, he/she will take action to make the caretaker on duty aware of the hazard.
- 5) The hirer will be fully responsible for familiarising him/herself with emergency procedures including evacuation, the position of telephones, escape routes, fire alarms and fire-fighting equipment.
- 6) The hirer will not interfere with the gas, electrical or water fittings.
- 7) The hirer will not sub-let the premises.
- 8) The College will not be held responsible for the loss of or damage to the property of hirers or guests.
- 9) The hirer will not allow any liquids to be brought into the sportshall or gymnasium.
- 10) The hirer will ensure that respect is given to our local neighbours and other users by–
  - a. Keeping noise down to a minimum level
  - b. Not using foul or abusive language
- 11) The hirer will ensure that any guidelines issued are followed, e.g. correct footwear being worn for the facility used, no chewing gum.
- 12) The hirer will make adequate arrangements for the provision of cloakroom supervision since servants of the Authority are not available for these services.
- 13) The hirer will ensure that safeguarding and child protection policies and procedures are in line with Local Safeguarding Children's Board requirements for all staff/volunteers of any organisation working with children, young people or vulnerable adults.
- 14) The hirer will sign a form indicating his/her acceptance of these conditions and indemnifying the College and the Council against any claims arising from the use of the premises and shall reimburse the College or Council for the cost of remedying any loss or damage occasioned by the use of the College for any function. Evidence of Public Liability Insurance cover, if required, will be presented prior to the letting taking place.
- 15) Although the College will make every effort to give seven days' notice of a cancellation, the College has the right to cancel any function without any notice. In the event of a cancellation, the College will make every effort to contact the hirer but the College cannot be held responsible should contact not be made.
- 16) The hirer will give the College seven days' notice of a cancellation and where this notice is not met, full charges will apply.
- 17) There will be no general admission of the public to any function and no money shall be taken at the door as guests are admitted. Admission will be limited to only members and friends of the organisation.

- 18) All articles found within the College premises will be handed to the caretaker.
- 19) College accommodation will not be let for any lecture, entertainment or purpose having, in the opinion of the Governors, may damage the reputation of the college.
- 20) Any charge made for the premises will be paid to the College in advance of the date of hire. The signatory of the application form will be responsible for ensuring that this is carried out.
- 21) Payment of gratuities to any member of the College Governors, College Staff or the servants of the Education Authority and acceptance thereof by such servants is forbidden.
- 22) After the letting the hirer will leave the premises in a perfectly clean state and return any equipment to its original location. Where this condition is not observed the hirer will be recharged any expenses incurred by the College and may be refused further lettings.
- 23) The caretaker has the right to remove any person from the premises who infringes any of these regulations and may call in the aid of the police for this purpose.
- 24) Cowley International College operates a no smoking policy and it is against the law to smoke on the premises, including anywhere within the site boundary. The hirer, and those using the College premises under the same letting arrangement, must respect this policy.
- 25) Any additional conditions, which the Council approve, shall be enforceable without notice.
- 26) The premises will not be heated between the last day of May and the first day of October for the hirer.

## STANDARD BOOKING FORM

This form must be completed in respect of an application for the letting of College Buildings/College Playing Field and this form of application must be received at Cowley International College not less than 14 days in advance of the first proposed letting date.

Purpose of letting			
Date of proposed letting	From:		To:
Proposed start time			Proposed finish time

NB. The times booked and charged for include set up and take down times. Should you go over your allocated time you will be charged accordingly.

Accommodation required	Tick as required			
a) Playing fields	Occasional use		Season (weekly)	Season (alternate weeks)
b) Other facilities	General classroom		Practical classroom ICT/Food/Technology	Cowley Hall
	Cowley International Hall		Sportshall	Gymnasium
	3G		Changing accommodation	

Has the organisation used education premises previously?	Delete as appropriate		
	Yes		No

Name and address for account purposes (if different from below)

I, as the Responsible Person, accept the Conditions of Letting of College premises enclosed with this form and agree to indemnify the Governors and Local Authority against any claim arising from the use of the premises/equipment and to reimburse the Governors and/or Local Authority for the cost of remedying any loss or damage occasioned by the use of the College for any letting.

Signed		Print Name	
Date		Telephone No.	
Address			
For and on behalf of			

Signed		Print Name	
For and on behalf of Cowley International College		Date	

**COWLEY INTERNATIONAL COLLEGE**

LETTING OF COLLEGE PREMISES - INDEMNITY AGREEMENT

1) NAME OF FACILITY: \_\_\_\_\_

2) NAME OF ORGANISATION HIRING PREMISES: \_\_\_\_\_

In consideration of the Governors of the College granting me/us the use of the facility/facilities requested at the above premises I/we agree to pay the College the sum of £ ..... (per .....) and to replace or pay to the College/Council the cost of making good any damage caused to the premises by reason of the use of the premises by me/us.

It is further acknowledged and agreed that the Governors and the Council give no warranty of the suitability of the premises for the use to which I/we intend to put them and I/we hereby agree to indemnify the Governors and the Council, its officers, servants and agents against all actions, costs, claims and demands arising out of any accidents which may occur on the said premises during their use by me/us provided that the same is not due to any negligence, omission or default of the Governors or the Council, its officers, servants or agents.

It is further acknowledged and agreed that I/we will indemnify the Governors and the Council in respect of all actions, costs, claims and demands arising out of any breach of copyright as defined in the Copyright Act 1956, or under any enactment in that behalf for the time being in force in respect of any performances or any literary, dramatic or musical work, which takes place or which is given whilst the said premises are being used by me/us, our servant or agents.

SIGNED: .....

PRINT NAME: .....

DESIGNATION: .....

DATE: .....