



Charging and Remissions Policy

Our Mission

“Together we work as one family to ensure excellence for all.”

Our Vision

To be an ambitious, inclusive, collaborative family of schools, ensuring fullness of life and excellence in education, whilst celebrating individuality.

Policy Reviewed and Adopted by Board of Directors:	Autumn Term 2023
Date of Next Review:	Autumn Term 2024
Responsible Officer:	Katherine Frazer

Charging and Remissions Policy

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Charging and Remissions Policy

1. Roles and Responsibilities

- 1.1 The Board of Directors of the Trust are responsible for determining the content of this policy and the Head Teacher / Head of School for implementation. Any determination with respect to individual parents/carers will be considered jointly by the Head Teacher and Board of Directors. While the responsibility for the implementation of this policy and provision rests with the Head Teacher/ Head of School, on an operational basis, the management, responsibility and evaluation of this policy is undertaken by the Chief Finance Officer, the Trust Finance Manager and Senior Administrators.
- 1.2 The suggested audience is all staff and parents.

2. Aim

- 2.1 The aim of this policy is to set out what charges will be levied for activities, what remissions will be implemented and the circumstances under which voluntary contributions will be requested from parents/carers.

3. Activities for which charges cannot be made

The Board of Directors recognises that legislation prohibits charges for the following:

- An admission application
- Education provided during Academy hours (including the supply of any materials, books, instruments or other equipment).
- Education provided outside Academy hours, if it is part of the National Curriculum, or part of a syllabus for a prescribed public examination that the student is being prepared for at the Academy, or part of religious education.
- Tuition for students learning to play musical instruments, if the tuition is required as part of the National Curriculum, or part of a syllabus for a prescribed public examination that the student is being prepared for at the Academy.
- Entry for a prescribed public examination, if the student has been prepared for it at the Academy.
- In exceptional circumstances examination re-sits and at the discretion of the Head Teacher.
- Education provided on any trip that takes place during Academy hours that is part of the National Curriculum or an examination.
- Education provided on any trip that takes place outside Academy hours if it is part of the National Curriculum, or part of a syllabus for a prescribed public examination that the student is being prepared for at the Academy, or part of religious education.

- Supply teachers to cover those teachers who are absent from the Academy accompanying students on National Curriculum or Examination Courses.
- Transporting registered students to or from the Academy premises, where in the past, the local education authority has had a statutory obligation to provide transport.
- Transporting registered students to other premises where the [Board of Directors/Governing Body] or in the past, the Local Authority has arranged for students to be educated.
- Transport that enables a student to meet an examination requirement when he or she has been prepared for that examination at the Academy.

4. Activities for which charges may be made

- 4.1 The Board of Directors and Head Teacher will consider asking parents/carers to meet the costs of the activities detailed in the following table. The charges will not exceed the cost of the provision and will be proportional for each student. Lessons / activities will not be confirmed until parental/carer agreement has been received, ideally by return of a signed reply slip.
- 4.2 Each academy will have a charging schedule that is issued to parents on an annual basis detailing costs for nursery hours and before and after school clubs. These amounts are agreed following consultation with LABS and The Finance Audit Resources and Risk Committee. These charges may vary across our academies due to uses of funding and the needs of the different locations that the schools are in – these are attached to this policy.

Board and lodging on residential trips	Information about activities and costs to be distributed to parents/carers well in advance of any trip, to enable financial planning by the family to take place
Materials or equipment if parents/carers indicate in advance that they want the child to bring it home.	
<p>The proportionate costs for any student on activities wholly or mainly outside Academy hours ('Optional extras') to meet the costs of:</p> <ul style="list-style-type: none"> • Travel • Materials and equipment • Non teaching staff costs and costs of staff specifically engaged for the activity • Entrance fees • Insurance costs 	
Vocal and musical instrumental tuition	Charges to cover the additional costs incurred by the Academy, beyond any element covered by public funding

Re-sits for public examinations where no further preparation has been provided by the Academy	
Examination fees where a student fails without good reason to sit an exam	After consultation with parents/carers
Any other education, transport or examinations where no further preparation has been provided by the Academy	
Any other education, transport or examinations fee unless charges are specifically prohibited	
Breakages, repairs and replacements as a result of damage caused wilfully or negligently by the student	Charges will be made after consultation with parents/carers and will not exceed total replacement /repair costs
Extra-curricular activities and clubs	Charges to cover the additional costs incurred by the Academy, beyond any element covered by public funding
Any extended Academy activity	Charges to cover the additional costs incurred by the Academy, beyond any element covered by public funding
Additional Nursery Hours	Charges to cover the additional costs incurred by the Academy, beyond any element covered by public funding – ie for 2 year old private nursery places, holiday clubs and additional nursery hours.

- 4.3 The Academy will make every effort to ensure that all information lays out costs and activities as simply and clearly as possible and is communicated well in advance, to enable families to plan for these charges.

5. Remissions

- 5.1 Students whose parents/carers are in receipt of the following support payments will, in addition to having a free Academy meal entitlement, also be entitled to the remission of charges for board and lodging costs during residential and other Academy trips.

The relevant support payments are:

- Universal Credit – the household income must be less than £7,400 a year (after tax and not including any benefits)
- Income Based Jobseeker's Allowance
- Income-Related Employment and Support Allowance
- Support under Part VI of the Immigration and Asylum Act 1998
- Child Tax Credit, where the parent/carer is not entitled to Working Tax Credit and whose annual income (as assessed by the Inland Revenue) does not exceed £16,190 (as at April 2013) (in respect of this item, account will need to be taken of any revision to the amount)
- Guarantee element of State Pension Credit.

- 5.2 All letters to parents/carers regarding activities which request a parental/carer contribution will include a statement inviting those parents/carers receiving any of the benefits above to contact the Academy in confidence if they would like their child / children to participate, giving details of the relevant benefit, so if necessary the Academy can confirm this.

6. Voluntary Contributions

- 6.1 The Head Teacher may ask parents/carers for a voluntary contribution to support Academy activities.
- 6.2 The terms of any request made to parents/carers will specify that it is a voluntary contribution and in no way represents a charge. In addition the following will be made clear to parents/carers:
- a) That the contribution is genuinely voluntary and a parent/carer is under no obligation to pay.
 - b) That registered pupils at the Academy will not be treated differently according to whether or not their parents/carers have made any contribution in response to the request.
 - c) The activity may not take place if insufficient contributions are made.
 - d) The responsibility for determining the level of voluntary contribution is delegated to the Headteacher.
 - e) The Headteacher will have the responsibility for determining which pupils attend an activity

7. Lettings

- 7.1 The Academy will make its facilities available to outside users and the community at a charge of at least the cost of providing the facilities. The scale of charges will be determined annually by the Finance Audit Resources and Risk Committee with consultation from LABS

8. Other charges

- 8.1 Charges may be made in accordance with the Data Protection and Freedom of Information Act legislation.

9. Academy Meals

- 9.1 The trust will determine and publish when changes are made the price to be charged for school meals – this is inline with the price charged by our external provider.

10. Monitoring and Review

- 10.1 The Chief Finance Officer / Senior Administrators, are responsible for monitoring all aspects of this policy. An annual written report will be made to the Finance Audit Resources and Risk Committee, giving precise figures around charges and parental/carer contributions.

11. Charging Schedules for all Schools

ST MARK'S CHARGES 23-24

CHARGING SCHEDULE ST MARKS PRESCHOOL FOR 3-4 YEARS OLDS

	New Price
Afternoon top-up (children can only stay for an afternoon if they are already in on a morning) 12.00-3.00	£15.00
Breakfast club 8.00-9.00	£4.50
After School club 3.00-4.30	£5.50

CHARGING SCHEDULE ST MARKS AFTER SCHOOL CLUB

	New Price
Breakfast club 7.45-8.45	
After School Club 3.20-4.00	
After School club 3.20-5.30	

PENTLAND CHARGES 23-24

CHARGING SCHEDULE PENTLAND PRESCHOOL FOR 2 YEAR OLDS

	Price
Full Day 7.30-4.30	£30
Pre- School day 9.00-3.00 (doesn't include school meal)	£27.50
Morning/ half day 9.00-12.00	£15.00
Afternoon Top- Up (children can only stay for an afternoon if they are already in on a morning) 12.00-3.00	£15.00 (School meal can be purchased for £2.41)
Morning with lunch club 9.00-1.00	£17.50 (School meal can be purchased for £2.41)
Breakfast Club 8.00 – 9.00	£4.50
After School club 3.00-4.30	£5.50

CHARGING SCHEDULE PENTLAND PRESCHOOL FOR 3-4 YEARS OLDS

Afternoon top-up (children can only stay for an afternoon if they are already in on a morning) 12.00-3.00	
Breakfast club 8.00-9.00	
After School club 3.00-4.30	

CHARGING SCHEDULE PENTLAND AFTER SCHOOL CLUB

Breakfast club 7.45-8.45	
After School Club 3.25-4.00	
After School club 3.25-5.30	

CHARGING SCHEDULE ST MICHAELS 23-24
CHARGING SCHEDULE FOR 3-4 YEARS OLDS

Afternoon top-up (children can only stay for an afternoon if they are already in on a morning) 12.00-3.00	

CHARGING SCHEDULE ST MICHAELS AFTER SCHOOL CLUB

Breakfast club 7.45-8.45	
After School club 3.15-4.00	

CHARGING SCHEDULE EVENWOOD 23-24
CHARGING SCHEDULE FOR 3-4 YEARS OLDS

Afternoon top-up (children can only stay for an afternoon if they are already in on a morning) 12.00-3.00	

CHARGING SCHEDULE EVENWOOD AFTER SCHOOL CLUB – NO CHARGE

Appendix A – Standard Lettings Agreement (Including Terms and Conditions)

LETTINGS AGREEMENT

[Insert name of school], part of One Excellence Multi Academy Trust permits the use of space known as [Insert name of room/space/area i.e. Community Room] (“the premises”) within the School (“the building”)

To: [Insert name of Hirer]

Of: [Insert Address of Hirer]

On the terms and conditions printed herein.

The Lettings Period:

Period from the: [Insert date from]

To the: [Insert date to]

Subject to the conditions herein.

The Lettings Fee:

Lettings Fee £ _____ (To be paid prior to hire)

Permitted Use:

Permitted Use means _____

Signed on behalf of the School (Headteacher or Chair of LGB):

The hirer hereby confirms that he/she has read and understand these terms and conditions and agrees to be bound by such terms and conditions from the commencement of this agreement.

Print Name: _____

Signed (Hirer): _____ Date: _____

LETTINGS AGREEMENT TERMS AND CONDITIONS

1. FEES

The Lettings Fee is payable prior to the hire.

2. USE AND ACCESS

The School permits the hirer to access and use the premises on the times specified for the permitted use only. The hirer shall not use the premises for any illegal purpose nor for any purpose or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the school or any other occupiers within the building or any owner or occupier of neighbouring property.

The School retains the right to access the premises at all times during the Lettings Period.

The premises remain in the School's legal possession notwithstanding the hirer's occupation thereof during the Lettings Period and that such occupation shall not be deemed to constitute or create any lease tenancy or agreement for the same.

3. CANCELLATION

The hirer will pay the full cost of the hire for bookings cancelled less than 24 hours before commencement.

4. CONDITION AND DAMAGE

The hirer will keep the premises in a clean and tidy condition when in occupation. The premises must be left in the same condition as before the hire commenced and each party will agree to the condition prior and after the hire. Any damage that occurs during the Lettings Period in or to the premises will be the responsibility of the hirer who shall pay to the School the cost of making good any such damage.

5. PUBLIC LIABILITY INSURANCE

The hirer will hold public liability insurance in respect of their occupation of the premises and will provide a copy of their public liability insurance of £5million for every hire. A copy of which will be kept by the School. The Chief Operating Officer may at his discretion waive this requirement where the hirer is an individual or small informal group of individuals (not using the school buildings for commercial or business purposes) who do not hold public liability insurance and who, because of this informal nature, may find it difficult to obtain.

6. INDEMNITY

The hirer shall keep the School indemnified against all expenses, costs, claims, damage and loss (including any diminution in the value of premises and loss of amenity of the premises) arising out of the use of the premises by the hirer or from any breach of any of the terms and conditions of this agreement by the hirer, or any act or omission of the hirer, or any other person on the premises with the actual or implied authority of any of them.

7. ASSIGNMENT AND ALTERATIONS

This agreement is personal to the hirer and the hirer shall not assign or underlet or part with or share possession or occupation of the premises. The hirer shall not make any alteration or addition to the premises and shall not affix any items to the premises.

8. COMPLIANCE WITH HEALTH AND SAFETY, STATUTE AND REGULATIONS

The hirer must comply with all laws relating to the premises and the occupation and use of the premises by the hirer, including but not limited to Health and Safety legislation. Risk Assessments and DBS certificates required by the hirer must be supplied to the School if so required.

Any portable equipment that is to be used must have a current PAT test certificate. The hirer must ensure they are aware of the fire exits and the evacuation procedure on hearing an alarm.

9. LOSS

The School does not accept liability for loss or damage to property brought onto the premises by or on behalf of the hirer or any of its servants, agents or invitees, however caused.

10. TERMINATION

Should the hirer be in breach of the terms and conditions of this agreement at any time then this agreement can be terminated immediately upon notice by the academy to the hirer and no Lettings Fee or part thereof will be refundable. The School can terminate this agreement upon one month's notice to the hirer whereupon this agreement shall cease and determine. Any termination of this agreement shall be without prejudice to the rights of any party against the other in respect of any antecedent breach of the terms and conditions.

11. FORCE MAJEURE

The School shall not be liable for any loss or damage which the hirer suffers as a direct or indirect result of the performance of this agreement being prevented hindered or delayed by reason of any act of God, riot, strike or lockout trade dispute or labour disturbance, accident, breakdown of plant or machinery, fire, flood, difficulty in obtaining workmen's materials or transport, electrical power failures or other circumstances whatsoever outside its control and which affect the provision by the hirer of access to or use of the space.

12. ADVERTISING

The School must approve all advertising and posters concerning the use of the premises.

Appendix B – Facility Hire Agreement

Application Form

HIRE AGREEMENT APPLICATION FORM	
1. Your Details:	
Name:	
Address:	
Date of Birth:	
Tel:	
2. Is the application for: (please circle)	
a. a company / business	
b. a charity	
c. other organisation (please specify)	
d. you, the individual completing the application form	
3. Organisation Details: (Please complete if you circled a, b or c above)	
Name of organisation:	
Registration Number:	
Address:	
Tel:	
What is your association with the organisation? (please circle)	
a. an employee (please state occupation)	
b. the secretary	
c. the treasurer	
d. the owner	
e. a partner	
f. other (please give full details).....	
4. Purpose	
What is the purpose of the hire (i.e. what activities will be undertaken)?	
5. Insurance Requirements – ESSENTIAL:	
Is there Public Liability insurance to (to a minimum of £5 million) which adequately covers the proposed activities? (Yes/No)	
If required:	
Is there Employee Liability insurance (to a minimum of £10 million) which adequately covers all employees? (Yes/No)	
Please provide a copy of the insurance policy schedules as evidence	

(Please note the insurance policy schedules should be in the name of the contracting party i.e. the name of the organisation. The schedules should only be in the name of an individual if you answered d to question 2).	
6. Accommodation	
What accommodation is required for the hire?	
7. Dates and Times	
What are the dates and times required?	
8. Facilities	
What facilities will be required? (e.g. toilets, entrances /exits, kitchens, car parks)	
9. Attendees	
Approximately how many people will be attending?	
What is the age range of those attending?	
10. Qualification	
Please list the qualifications required to deliver the activity/service:	
Do the provider(s) have first aid certificates? (Yes/No)	
Please provide copies of qualification for all providers as evidence. All qualifications must be in date.	
11. Health and Safety	
Are there generic risk assessments which cover the activities which will be undertaken?	
Please provide a copy as evidence	
Please note that if this application is successful the risk assessments should be reviewed to assess the environment/location where the activities will be held.	
12. Vulnerable Groups	
Please provide evidence of the following documents if delivering activities/services to vulnerable groups:	
Safer recruitment checks – required for all providers: <ul style="list-style-type: none"> ● Current Enhanced CRB – number, date and clearing house ● Right to work in the UK ● Identity 	

<p>Safeguarding Training – required for all providers:</p> <ul style="list-style-type: none"> ● Introduction to Working Together to Safeguard Children / Awareness Raising in Child Protection (as appropriate) – must have 6 months left to run on training ● Certificate of attendance at Safer Recruitment Training (as appropriate) 	
<p>Safeguarding Procedures including:</p> <ul style="list-style-type: none"> ● Contingency arrangements for emergencies ● Child Protection Policies ratified by relevant local authority safeguarding children board ● Correct ratio of child to adults ● Procedures for waiting with children until parents pick them up ● First Aid Training certificates 	

Appendix C – Facility Hire Agreement – Guidance

INTRODUCTION

A Facility Hire Agreement creates legal rights and responsibilities and so the parties need to consider whether they should take independent legal advice about entering into it. The individuals signing on behalf of the 'User' may be taking on personal liability by doing so.

The Facility Hire Agreement is intended to set out standard terms which schools and third parties might consider adopting, with spaces for information that the School and the third party can add based on what they have agreed. These notes provide guidance on the standard terms and the areas where the parties need to add extra information.

NOTE 1 - THE PARTIES

The "User" is the legal entity in which the School is contracting with i.e. a registered commercial organisation or charity.

If the User is an organisation, the name of the organisation, registered address and registration number should be stated as the contracted party.

If the User is not a registered organisation (i.e. partnership or club) it is important to set out the name and address of the individual who is authorised to sign the agreement on behalf of the User.

If the User is an individual, set out their name and address.

NOTE 2 - THE TRANSFERRED AREA

It is useful to attach a plan to the Facility Hire Agreement marking the area that is being transferred. If this is not possible, define the transferred area as clearly as possible [at Schedule 2] to avoid confusion. It is also important to set out what additional areas the user can have access to, such as toilets and changing rooms and to indicate if any particular routes need to be taken.

NOTE 3 - NOTICE PERIODS

The School may terminate the agreement at any time by giving two weeks' notice. The third party may terminate the Agreement on two weeks' notice (at no costs).

NOTE 4 – THE FEE

Set out any other arrangements that the parties have agreed, for example, method of payment or day of week for payment. If the LGB is not charging a fee, include a nominal amount (e.g. £1) so that the other terms and conditions can still be legally-binding on the parties.

NOTE 5 – USER'S OBLIGATIONS

Set out any specific obligations that the parties have agreed.

NOTE 6 – INSURANCE

The insurance policies must be in the name of the User as stated in the contract. Where the arrangements are complex or unusual it is sensible to check with the RPA Insurance Section that the insurance cover is adequate.

NOTE 7 – VAT

If in doubt, seek advice on this clause and the applicability of VAT to the arrangements from the Central Trust Finance Team.

NOTE 8 - SIGNING THE AGREEMENT

To formally complete the Agreement, both parties need to sign it. Normally, the Agreement should be dated with the date that the last party signs it, as this is the date on which the agreement is made. The date of the agreement is set out at the start of the document.

NOTE 9 – POLICIES AND PROCEDURES (SCHEDULE 3)

There are a number of policy/ procedure decisions to consider when developing a Facility Hire Agreement. The following should be included in the agreement:

- Description of the staffing arrangements during the letting;
- Description of the employment arrangements;
- Contingency plan for school closure (both temporary and permanent);
- Safeguarding protocols;
- Equal opportunities policies;
- Restrictions/ priorities for particular user groups;
- Health and safety responsibilities;
- Financial charging arrangements for management and overhead costs;
- Data protection, confidentiality and records retention.

Appendix D – Facility Hire Agreement – Template

Insert Date
Facility Hire Agreement
relating to
Facilities at [School/Location of facilities]

DATE []

Parties

(1) One Excellence Multi Academy Trust, a charity and company limited by guarantee (Registered Number: 10817580) whose registered office is situated at Pentland Primary School, Pentland Avenue, Billingham TS232RG; and

(2) [Insert name] [a company limited by guarantee/shares (Registered Number: [Insert number if a company])] whose registered office is situated at [insert address] (User).

Background

The Department for Education encourages schools and academies to deliver sport and healthy living outcomes. Schools and academies are expected to offer community access to facilities including adult and family learning, ICT and sports facilities.

Agreed terms

1. DEFINITIONS AND INTERPRETATION

1.1 The definitions and rules of interpretation in Clause 1 apply:

Authorised Representatives the persons respectively designated as such by the Trust and the User, the first such persons being:

(a) Trust: [Insert representative]; and

(b) User: [Insert representative];

Commencement Date: _____ Insert date of first use of Facility];

Default Interest Rate means two per cent (2%) above the base rate from time to time of Lloyds Bank plc;

Disclosure and Barring Scheme means the disclosure and barring scheme operated by the Disclosure and Barring Service;
Disclosure and Barring Service means the non-departmental public body established pursuant to the Protection of Freedoms Act 2012;

Dispute Resolution Procedure the procedure set out in clause 7;

Facility means the facility described at Schedule 2;

Fee means the fees and charges listed at Schedule 5, which shall become due and payable in accordance with the terms of this Agreement;

Force Majeure any cause affecting the performance by a party of its obligations under this Agreement arising from acts, events, omissions or non-events beyond its reasonable control, including acts of God, riots, war, acts of terrorism, fire, flood, storm or earthquake and any disaster;

Period of Use has the meaning given to it in Schedule 4;

School means [insert school];

Special Conditions means the additional specific terms and conditions listed at Schedule 1 in respect of the Facility;

Termination Date has the meaning given to it in clause 2;

Termination Payment Default means failure by the User to pay any sum of money owed to the Trust;

Trust Policies means the policies of the Trust listed at Schedule 3 and as amended from time to time;

User Related Party means any employee, agent, visitor or guest of the User;

VAT any tax chargeable under the Value Added Tax Act 1994 or any other tax that succeeds said Act or replaces said Act

Working Day Monday to Friday, excluding any public holidays in England and Wales.

1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.

1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement and any reference to this Agreement includes the Schedules.

1.5 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.6 Words in the singular shall include the plural and vice versa.

1.7 A reference to one gender shall include a reference to the other genders.

1.8 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.9 A reference to writing or written includes faxes but not email.

- 1.10 Any obligation in this Agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.11 A reference to a document is a reference to that document as varied or novated (in each case, other than in breach of the provisions of this Agreement) at anytime.
- 1.12 References to clauses and schedules are to the clauses and schedules of this Agreement; references to paragraphs are to paragraphs of the relevant schedule.
- 1.13 Where there is any conflict or inconsistency between the provisions of the Agreement, such conflict or inconsistency shall be resolved according to the following order of priority:
- 1.13.1 Schedule 1 to this Agreement;
- 1.13.2 The clauses of the agreement;
- 1.13.3 The remaining Schedules to this Agreement.

2. TERM

This Agreement shall take effect on the Commencement Date and, unless terminated earlier in accordance with this Agreement, shall [terminate on [insert date] ("Termination Date")]/[continue in force for a term of [words] ([number]) [years][months]].

3. PAYMENT

- 3.1 In consideration of the non-exclusive licence granted to the User at clause 4, the User shall pay the Fee to the Trust in accordance with the provisions of this Agreement.
- 3.2 Subject to clause 3.3, the Trust shall one month prior to the Commencement Date issue to the User an invoice in respect of the Fee at clause 3.1. The User shall pay the Fee within fourteen [(14)] days of receipt of the invoice.[1]
- 3.3 In the event that the Commencement Date is less than one month from the date of this Agreement, the Trust shall immediately issue to the User an invoice in respect of the Fee and the Fee will become payable by the User on receipt of the invoice.
- 3.4 Interest shall be payable on the late payment of any Fee under this Agreement at the Default Interest Rate.
- 3.5 The Fee stated is exclusive of VAT, which shall be added at the prevailing rate as applicable and paid by the User following delivery of a valid VAT invoice.

4. LICENCE

- 4.1 The Trust hereby grants to the User a non-transferable, non-exclusive licence to occupy the Facility for the Periods of Use, together with the right to use such access ways, parking areas and toilet facilities as the Trust may specify.

4.2 The licence in clause 4.1 shall not confer on the User any rights to exclusive possession of any part of the Facility nor create the relationship of landlord and tenant.

4.3 The User may use the Facility during the Periods of Use for the [Insert purpose of the provision e.g. Childcare, Holiday Clubs, Extended Services Activities] (the Permitted Use).

5. USER'S OBLIGATIONS

5.1 The User agrees and undertakes:

5.1.1 not to make any alteration or addition whatsoever to the Facility without the prior written consent of the Trust;

5.1.2 not to display any advertisement, signboards, nameplate, inscription, flag, banner, placard, poster, signs or notices at the Facility without the prior written consent of the Trust;

5.1.3 not to do or permit to be done on the Facility anything which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to the Trust or any owner or occupier of any neighbouring property or which, in the opinion of the Trust, is incompatible with the Trust's Articles of Association or the use of the Facility as part of a school or which may cause damage to the reputation of the Trust;

5.1.4 not to cause or permit to be caused any damage to:

(a) the Facility or any neighbouring property; or

(b) any Trust property;

and in the event of any such damage occurring to indemnify the Trust in respect of all loss, damage and expense caused;

5.1.5 not to obstruct any common parts, make them dirty or untidy or leave any rubbish on them;

5.1.6 not bring onto the Facility any electrical equipment without the Trust's prior written consent (such consent only being given where the electrical apparatus has an up to date PAT certificate);

5.1.7 not to take into or allow to be brought into the Facility any food or drink, except bottled water (unless agreed by the Trust);

5.1.8 to not block the roads around the Facility, ensuring that they are left clear for emergency access;

5.1.9 to observe the Trust and School Policies; and

5.1.10 to observe and comply with the Special Conditions.

5.2 The User agrees and undertakes:

5.2.1 not to perform any copyright works at the Facility without the licence of the copyright owner and the User shall indemnify the Trust against any penalty or sanction for any copyright infringement which may occur as a result of a breach of this clause 5.2.1

5.2.2 not to use the Facility for any purpose or activity for which a licence or permission is necessary, unless such a licence or permission has been obtained;

5.2.3 not to use the Facility for the sale or display of goods or services or for any public entertainment unless previously agreed in writing by the Trust;

5.2.4 not to bring any alcoholic drinks onto the Facility except where the Trust agrees otherwise and where a licence has been obtained by the User; and

5.2.5 not to show any film or video at the Facility or allow for any film or video to be taken in the Facility without the Trust's prior written consent.

5.3 The User shall indemnify the Trust against all and any expenses, liabilities, losses, claims and proceedings arising in respect of personal injury to or death of any person or damage to any property arising directly or indirectly from the use of the Facility by the User or any User Related Party, save to the extent caused by the negligence of the Trust.

6. SAFEGUARDING

6.1 If the User is hiring the Facility for activities involving children and/or vulnerable adults, the User shall provide to the Trust in advance of the Commencement

Date copies of the following policies:

6.1.1 Code of conduct and procedures;

6.1.2 Health and safety policy;

6.1.3 Quality assurance policy; and

6.1.4 Child protection / safeguarding policy (including the role of the welfare officer).

6.2 The User shall complete and provide to the Trust prior to the Commencement Date the Safeguarding Checks For Hirers declaration form at Schedule 6 together with appropriate coaching certificates.

6.3 The Trust reserves the right to refuse to admit to, or request the removal from, the Facility, any person, employed or engaged by the User or proposed to be at the Facility at the invitation of the User, whose admission or continued presence would, in the opinion of the Trust, present a risk to the Trust, any of its employees, staff, other workers, any pupils of the School or any person visiting the Facility or School at the invitation (express or implied) of the Trust, and the Trust shall not be obliged to give any reasons for such refusal.

7. DISPUTE RESOLUTION

7.1 No party may terminate this Agreement in reliance on, or initiate any court proceedings in respect of any unresolved matter until it has attempted to settle the dispute by mediation and either the mediation has terminated or the other party has failed to participate in the mediation provided that the right to issue proceedings is not prejudiced by a delay.

8. LIMITATION OF LIABILITY

8.1 The User acknowledges that the Trust does not accept any responsibility for any articles of property left by the User or any User Related Party at the Facility.

8.2 Neither party shall be liable to the other party (as far as permitted by law) for indirect special or consequential loss or damage in connection with the Agreement which shall include, without limitation, any loss of or damage to profit, revenue, contracts, anticipated savings, goodwill or business opportunities whether direct or indirect.

8.3 Each party shall at all times take all reasonable steps to minimise and mitigate any loss or damage for which the relevant party is entitled to bring a claim against the other party pursuant to this Agreement.

9. INSURANCE

9.1 Where the User is not an individual entering into this Agreement for their own use, the User shall:

9.1.1 take out and maintain public liability insurance cover with a limit of indemnity that shall be a minimum of [five] million pounds (£[5,000,000]) for any one incident; and

9.1.2 provide evidence (as and when reasonably required by the Trust) satisfactory to the Trust of the public liability insurance (referred to in clause 9.1.1) being in full force and effect from the Commencement Date (such evidence to include details of the cover).

10. TERMINATION FOR BREACH

10.1 The Trust may terminate this Agreement in whole or part with immediate effect by the service of written notice on the User if the User is in breach of any obligation under this Agreement.

10.2 The Trust may terminate this Agreement in the event that the User commits a Termination Payment Default by giving five (5) days' written notice to the User. In the event that the User remedies the Termination Payment Default in the five (5) day notice period, the Trust's notice to terminate this Agreement shall be deemed to have been withdrawn.

11. CANCELLATION[2]

11.1 The Trust may terminate this Agreement at any time on [two] ([2]) [weeks'] written notice to the User and such termination shall be at no cost to either party.

11.2 The User may terminate this Agreement at any time on [two] ([2]) [weeks'] written notice to the Trust and such termination shall be at no cost to either party.

11.3 If the User terminates this Agreement giving less than [two] ([2]) [weeks'] written notice to the Trust, the User shall remain liable to pay 50% of the Fee.

11.4 The User shall not be entitled to serve a notice under clause 11.2 in circumstances where the Trust has previously served a notice under either clause 10.1 or 10.2 and the breach which is the subject of the service of such notice remains unremedied

12. Temporary Unavailability of FACILITY

12.1 The Trust may give verbal notice to the User that the Facility is temporarily unavailable in the following instances:

12.1.1 where the School is closed for any reason;

12.1.2 where the Facility is in the Trusts reasonable opinion unsafe to be used by the User; and

12.1.3 where there are emergency circumstances, which require the use by the Trust of the Facility.

12.2 The Trust may give one calendar months' notice in writing that the Facility is to be temporarily unavailable to the User where the Facility is required by the Trust and will state in such notice the period during which the Facilities are to be unavailable.

12.3 In situations where there is a temporary unavailability of Facility or an interruption in the use of the premises then the Trust are not liable to pay any compensation in respect of any losses, loss of profit or damages incurred by the User.

13. FORCE MAJEURE

13.1 Subject to the remaining provisions of this clause 12, neither party to this Agreement shall be liable to the other for any delay or non-performance of its obligations under this Agreement to the extent that such non-performance is due to a Force Majeure Event.

14. CONSEQUENCES OF TERMINATION

14.1 If this Agreement is terminated by the Trust pursuant to clauses 10.1 or 10.2, such termination shall be at no loss or cost to the Trust and, subject to clause 8, the User hereby indemnifies the Trust against any such losses or costs which the Trust may suffer as a result of any such termination.

14.2 The provisions of clause 8 (Limit on Liability), clause 9 (Insurance), and this clause 14 (Consequences of termination) shall survive termination or expiry of this Agreement.

15. WAIVER

No forbearance or delay by either party in enforcing its respective rights will prejudice or restrict the rights of that party, and no waiver of any such rights or of any breach of any contractual terms will be deemed to be a waiver of any other right or of any later breach.

16. CUMULATION OF REMEDIES

Subject to the specific limitations set out in this Agreement, no remedy conferred by any provision of this Agreement is intended to be exclusive of any other remedy except as expressly provided for in this Agreement and each and every remedy shall be cumulative and shall be in addition to every other remedy given thereunder or existing at law or in equity by statute or otherwise.

17. SEVERABILITY

If any of the provisions of this Agreement is judged to be illegal or unenforceable, the continuation in full force and effect of the remainder of them will not be prejudiced.

18. PARTNERSHIP OR AGENCY

Nothing in this Agreement shall be construed as constituting a partnership between the parties or as constituting either party as the agent of the other for any purpose whatsoever except as specified by the terms of this Agreement.

19. THIRD PARTY RIGHTS

No term of this Agreement is intended to confer a benefit on, or to be enforceable by, any person who is not a party to this Agreement.

20. NOTICES

Any notice, notification or other communication under or in connection with this Agreement shall be in writing and shall be delivered by hand or recorded delivery or sent by prepaid first class post to the relevant parties at the relevant address for service set out below, or to such other address in the United Kingdom as each party may specify by notice in writing to the other:

Party: One Excellence Multi Academy Trust

Address: Pentland Primary School

Pentland Avenue

Billingham

TS23 2RG

Attention: [Insert representative]

Party: User

Address: [TBC]

Attention: [TBC]

21. ENTIRE AGREEMENT

This Agreement, the Schedules and the documents annexed to it or otherwise referred to in it contain the whole agreement between the parties relating to the subject matter hereof and supersede all prior agreements, arrangements and understandings between the parties relating to that subject matter.

22. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Agreement, but all the counterparts shall together constitute the same agreement.

23. GOVERNING LAW AND JURISDICTION

23.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the law of England.

23.2 The parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter.

This Agreement has been entered into on the date stated at the beginning of it.

Schedule 1 - Special conditions

1. [List and insert other Special Conditions].

2. Health and Safety Conditions:

- 2.1 Normal emergency procedures are followed;
- 2.2 Health and Safety requirements in relation to the Early Years and the Childcare Register are followed; [Delete as appropriate]
- 2.3 Risk assessments are carried out, recorded and updated;
- 2.4 A First Aid Kit is provided;
- 2.5 A member of staff with a paediatric first aid/first aid certificate (delete as appropriate - paediatric first aid is only a requirement for childcare on the Early Years register) is on the premises at all times during opening hours;
- 2.6 Any equipment brought onto the School premises must be approved by the Trust;
- 2.7 All staff are familiar with emergency equipment, such as fire extinguishers, alarms, mobile telephone and first aid facilities;
- 2.8 An emergency evacuation procedure is established. This will detail who will be responsible for taking control, calling emergency services and where to assemble. Consideration must be given to the needs of disabled participants. Fire practice must be undertaken on a half-termly basis and records kept as evidence;
- 2.9 Facilities and equipment (if made available) are used in a responsible manner, in an orderly way and for the purposes for which they are hired and do not compromise the safety of the users or the Facilities and equipment.

3. This includes the User ensuring that:

- 3.1 Alcohol is not consumed;
- 3.2 Emergency exits, fire extinguishers, alarm points are not obstructed;
- 3.3 Adequate walkways are available to allow free and easy access and egress;
- 3.4 No gas cylinders or canisters are used inside the Facility or on School grounds;
- 3.5 Combustible materials are not placed adjacent to heat sources;
- 3.6 Equipment is used for the purpose for which it was designed;
- 3.7 Electrical equipment is PAT tested and complies with the British standards

then applicable;

3.8 Flammable or hazardous substances are not to be used;

3.9 No open fires, candles or unauthorised electrical equipment will be used at the Facility;

3.10 Furniture, instruments or equipment belonging to the User may be left or stored at the Premises if agreed by the Headteacher.

4. Safeguarding

4.1 In addition to the User's liability in respect of health and safety concerns referred to above and elsewhere in this Agreement, the User specifically undertakes to ensure suitable arrangements are in place with regard to safeguarding children, vulnerable adults and child protection in line with the requirements of the Children Act 1989 & 2004, Education Act 2002, Safeguarding Vulnerable Groups Act 2006, and the guidance set out in the 'Safeguarding Children and Safer Recruitment in Education [as well as adhering to Middlesbrough Safeguarding Children's Board Procedures] and all other relevant legislation and any relevant legislation that supersedes this existing legislation;

4.2 For childcare provision all policies and procedures including safeguarding must be in line with the requirements of both the Early Years and Childcare Registers [as well as adhering to Stockton / Durham's Safeguarding Children's Board Procedures];

4.3 For Extended Service Provision where the provider is working with a vulnerable group, the User must adhere to safeguarding and safer recruitment requirements and provide the Trust with evidence of safer recruitment checks i.e. identity, qualifications suitable for the activity, DBS enhanced check (number, date and clearing house), right to work in UK, safeguarding training certificate from a legitimate awarding body e.g. sporting bodies, safeguarding policies with procedures for providers working with Children and Young People the policies and procedures need to be ratified by the Trust;

4.4 For any service delivery Safer Recruitment practices must be in evidence and anyone in the organisation responsible for recruiting staff, students or volunteers must attend Safer Recruitment training;

4.5 There is also a requirement for childcare provision staff with Designated Person responsibility to follow the training pathway for the Designated Person Role in academies – 4 day training:

4.5.1 Designated Person;

4.5.2 Introduction to Working Together to Safeguard Children;

4.5.3 Child Protection Conferences; and

4.5.4 Effective Child Protection Planning.

Schedule 2 – Facility

1. [Insert description of Facility (including address and plan where possible)]

Schedule 3 – trust’s policies

1. Trust’s Policies:

1.1 [Trust to List]

Schedule 4 – periods of use

1. [Insert Period of Use/Booking time]

Schedule 5 – fees

The Trust is required to ensure that all Users (and their employees) of the Facilities who come into contact with children or vulnerable adults have undergone appropriate safeguarding checks. You are therefore required to provide us with written confirmation that these checks have taken place by making the declaration below.

(Please give details below)

Date

[illegible]

SIGNED by)

Duly authorised on behalf of the)

TRUST)

(Position)

SIGNED by)

Duly authorised on behalf of the)

USER)

(Position)

Appendix E – Facility Hire Agreement – Checklist

Information for schools:

- Intended use meets with Lettings Policy;
- Facilities identified for hire can be let to the third party with no impact on school service delivery and can be accessed without interaction with school children (unless after school provision).

Information Required for Facility Hire Agreement:

- What time is the facility to be hired out?
- What access is required for the hire i.e. toilets/entrances/exits/kitchen?
- Which areas of school can be securely locked to ensure the School is secure but whilst still maintaining fire exits
- Fee Level to be assessed (full cost recovery)
- Are there any additional costs directly relating to letting? i.e. caretaker overtime
- What are costs of the facilities- contribution to utilities/cleaning?

Signed agreement is to be kept on file with copies of documentation and reviewed annually.

Evidence Required from User:

a) Copies of the following are held:

- Public Liability Insurance minimum of £5million;
- Risk Assessments;
- Safer Recruitment Checks.
 - o Current Enhanced DBS – number, date and clearing house;
 - o Right to work in UK;
 - o Qualifications relevant to service delivery;
 - o Identity.

b) Safeguarding Training:

- Introduction to Working Together to Safeguard Children/Awareness Raising in Child protection (6 months' minimum left to run on training), whichever is the most appropriate for particular job roles (for childcare provision speak to your assigned Childcare Development Officer);
- Certificate of attendance at Safer Recruitment Training for those members of staff with Recruitment and Selection responsibilities.
- Safeguarding Procedures* (incl. but not limited to);
 - o Contingency arrangements for emergencies;
 - o Child protection policies ratified by relevant local authority area safeguarding children board;
 - o Correct ratio of child to adults i.e. minimum 2 adults;
 - o Group/hirer responsible for children until parents pick them up;
 - o First Aid and Health and Safety Policy;
 - o Emergency Contact Details;
 - o First Aid Training certificates

*only relevant when hirer is dealing with Vulnerable Groups.