

Charging, Remissions and Lettings Policy



Author:

Finance Committee

Responsibility:

Finance Committee

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Table of Contents

Ringwood Junior School Charging and Remissions Policy	3
Statement of Intent	3
Introduction	3
Aim of the Policy	4
Principles of Charging	4
Responsibilities	4
Activities Attracting Charges	5
Residential and Day Study Visits	5
Off-site Extracurricular Activities	5
On-site Activities	5
Music Instrumental Teaching	5
Extracurricular Clubs	6
Letting of Premises.....	6
Charges for Services	6
Arrangements for Part or Full Remissions of Charges.....	6
Use of School Facilities by the Local Community.....	7
Rationale	7
Application for Booking, Insurance and Conditions of Hire	7
Charges for Lettings	9
Administrative Records and Internal Procedures.....	9
APPENDIX	10
A.....	10
School Premises Hire Agreement.....	13
Appendix	
A. Application Form for Hire of School Premises	10
B. HCC Public Liability Insurance	12
C. School Premises Hire Agreement	13
D. School Plan.....	20

Ringwood Junior School Charging and Remissions Policy

Statement of Intent

The Governing Body of Ringwood Junior School is committed to equality for everyone across all aspects of school life. We aim to ensure that equality is incorporated into existing and future policies to eliminate unlawful discrimination, harassment and victimisation and to advance equality of opportunity between different groups with particular emphasis towards the “protected characteristics” now enshrined in the Equality Act 2010.

The School Access Action Plan has been incorporated into the Single Equality Policy to incorporate those duties provided in the Disability Discrimination Act 2005, as amended by the SEN and Disability Act 2014 (SENDA). We aim to reduce and eliminate barriers to access to the curriculum and to full participation in the school community for pupils, and prospective pupils, with a disability.

Where specific duties come into force under the Equality Act 2010, these will be incorporated into the individual policies by the Governing Body’s sub-committees to ensure a cohesive framework for the benefit of our school, its staff and visitors to the school. Where appropriate, the committees will have responsibility for publishing equality information and objectives.

Introduction

The Governors recognise the valuable contribution a wide range of additional activities including clubs, trips and residential experiences can make towards pupils personal and social education and therefore seeks to promote such activities within the bounds of this policy.

As a Community School the Governors support the development of community groups use of school facilities through a flexible charging scheme reviewed annually by the Governing Body Finance Committee.

The Governing Body are responsible for determining the content of the policy and the Headteacher is responsible for its implementation. Any determinations with respect to individual parents will be considered jointly by the Headteacher and Governing Body.

Aim of the Policy

At Ringwood Junior School, we encourage the development of a wide range of enriching activities and uses of our facilities. 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.

Principles of Charging

The Governors make no charge for National Curriculum and related activities carried out in school time

The Governors may ask for voluntary contributions for activities wholly or partly in school time which otherwise would be prohibited by cost. No child is excluded from any such activity on the basis of non-contribution.

Support is available towards part or all the cost of activity where there are financial difficulties or the family is in receipt of entitlement to free school meals.

The Governors may charge for an activity where it increases or enriches non-statutory extra curricular provision at any time

The Governors support the development of all community groups use of school facilities through a flexible charging approach. The charges are in line with County guidelines and are intended to cover the additional cost to the school of caretaking/cleaning and other overheads brought about by this use. The scale of charges is reviewed annually by the Governors Finance Committee and forms a separate document to this policy approved by the whole Governing Body.

Responsibilities

The Governing Body Finance Committee will review annually the scale of charges for community use, music tuition and other charges to ensure **parity** with county guidelines and to ensure a reasonable balance between income and expenditure from such activities.

The Headteacher will be responsible for the implementation of this policy and ensuring office staff manage the lettings accordingly.

The Headteacher and School Business Manager will be responsible for drafting proposals for charges and providing reports to the Finance Committee.

The Site Manager will be responsible for managing the school during all lettings.

All users will abide by the terms and conditions of the letting procedure.

Activities Attracting Charges

Residential and Day Study Visits

A charge not exceeding the total cost will be made for specialist tuition and residency fees.

The terms of any request made to parents will specify that the request is for a voluntary contribution and in no way represents a charge; in addition the following will be made clear to parents:

- a) the contribution is genuinely voluntary and a parent is under no obligation to pay;
- b) registered pupils at the school will not be treated differently according to whether or not their parents have made any contribution in response to the request;

If the total sum collected does not amount to 80% of the total cost of the activity then the school reserves the right to cancel the activity and reimburse accordingly.

The responsibility for determining the level of voluntary contribution is delegated to the Headteacher.

Off-site Extracurricular Activities

A voluntary contribution of an amount not exceeding the actual cost of the activity will be requested

On-site Activities

Music Instrumental Teaching

Class based specialist teaching will be provided free of charge. The cost of instrumental lessons to individuals or small groups will be met through a combination of subsidy from the school's budget and charges to parents subject to funds being available as determined by the Governors Finance Committee. Charges are set on an annual basis and paid termly in advance. Parents will be expected to hire or buy their child's own instrument; some instruments may be available for loan from Hampshire Music Service.

Extracurricular Clubs

A charge may be levied for participation in extracurricular activities to meet the costs or contribute to materials and staffing needs. An option may be given for those families whose children are in receipt of pupil premium funding for the charge to be covered by the school. External providers who hire our facilities will have payment arrangements for their clubs agreed directly with parents and be responsible for their own administration.

Letting of Premises

The annual charges are set on the basis of the county suggested rates and may include a partial subsidy from the school's community budget. The conditions of hiring and booking are laid down in the contract.

Charges for Services

Details of charges for photocopier, telephone and fax facilities are available from the school office. Subsidised rates are set for community users and non-subsidised rates for non-community users.

Arrangements for Part or Full Remissions of Charges

The Governors may provide financial support from the school budget or external grants for those families unable to meet the full cost of voluntary contributions or charges on application to the headteacher. The Finance Committee will be informed in general terms of the total provided for each activity.

The Governing Body supports the development of all community groups use of the school through a flexible charging approach. This may include offering reduced rates for up to one month in order to assist a new group and would be negotiated with the Headteacher.

Use of School Facilities by the Local Community

Rationale

We are committed to working with local community to maximise the use of our school facilities. We aim to support improvement in social and educational opportunities for as many people as possible. In an attempt to support 'anytime anywhere learning' we offer our school classrooms, sports facilities, hall and general facilities to be used out of school hours providing the use does not impinge in any way upon the quality and access to resources and facilities for our pupils. We aim to support Ringwood as a Learning Community.

In this policy we aim to clarify:-

1. *Application for booking, insurance and the conditions for hire.*
2. *Charges for lettings.*
3. *Administrative records and internal procedures.*

Application for Booking, Insurance and Conditions of Hire

The Application Process

Organisations seeking to hire the school premises should approach the Headteacher (or other designated member of staff), who will identify their requirements and clarify the facilities available. A hiring application form [appendix A] should be completed at this stage.

Once a hiring has been approved, a letter of confirmation should be sent to the hirer, setting out full details of the hiring and enclosing a copy of the terms and conditions of the hire agreement (see further guidance on hire agreement below). The person/organisation applying to hire the premises will be invoiced for the cost of the hire in accordance with the Governing Body's/School current scale of charges. (Schools may wish to seek payment in advance in order to reduce any possible bad debts).

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

Hire Agreement Template

The hiring template along with the hiring application form should be used for all hire arrangement for school premises. The hiring agreement template contains highlighted clauses and special conditions which would need to be amended and adapted for each hiring according to its specific requirements.

Schools should seek legal advice when amending the hiring agreement to ensure that it adequately reflects the requirements for each school premises hire.

Insurance Guidance – Hire of HCC premises

Hirers of Hampshire County Council premises would ideally provide copies of their own Public Liability Insurance up to £10million. 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. The Policy is in the name of 'Hirers of County Council Premises'. 'Premises' include buildings, grounds and building contents.

When Hampshire County Council facilities are hired or loaned to an external organisation or individual it is therefore important to ascertain if they are a "commercial" or "non-commercial" hirer. This may seem complicated as we class "commercial" hirers to include not-for profit organisations and charities. Please find examples of each below which should help you to clarify the hire type.

Commercial hirers include:

- *Businesses, including small businesses and independent/self employed traders*
 - *Including Dodgeball clubs, Dance instructors/classes, Slimming World etc., Exercise classes*
- *Charities and Clubs*
 - *i.e. Save the Children, Royal British Legion, Darby and Joan*
- *Not-for-profit organisations*
 - *Including Guides, Scouts, Brownies, Rainbows, PTA, "Friends of" societies, Women's Institutes, Parish Councils.*

A useful 'rule of thumb' to ascertain if the hirer is considered commercial is whether the activity organiser is charging a fee/subscription for the activity. If they are they are classed as a commercial hirer.

All the above would hold their own Public Liability Insurance and the period of their hire/activity in the School premises would be run under their Insurance. You will need to ensure that they complete the Hirers Agreement as this lays out the Terms and Conditions of hire and range of facilities they are allowed to access. You will also need to ask for a copy of their Public Liability insurance to ensure it meets the minimum you require (this is determined by completing a Risk Assessment for the hire and activity the company/individual is undertaking). Hampshire County Council would usually request that they hold a minimum £10 million Public Liability insurance limit for high risk activities and a minimum of £5 million Public Liability cover for low risk activities; however your Head Teacher / Department Manager has the authority to reduce the minimum requested if the activity is deemed to be very low risk. The Insurance Team cannot give further advice regarding Risk Assessments and the level of Indemnity required for specific activities, for further guidance in relation to Contract Risk Assessments and Health & Safety please contact the Childrens Services Health & Safety Team: cshst@hants.gov.uk

Non-Commercial hirers would include:

- *Private individuals*
 - *Including parents of pupils hiring the hall for a private birthday party*

-
- *Private groups*
 - *Including non-organised groups such as groups undertaking non-club/group affiliated 5-a-side football match*

All of the above would not be expected to hold commercial Public Liability Insurance and can be insured under the extension of Hampshire County Council's Public Liability Insurance. This is activated by their signing the Hire Agreement and the insurance cover is in place for the duration of the hire, under the provision of the lettings regulations and whilst they are the hirer of the premises. Again they must sign the Hire Agreement and receive a copy of the Hire Terms and Conditions. It might be worth highlighting to the event organiser that this cover does not include Personal Accident (cover for participants in the activity if they are injured as a result of a pure accident and there is no negligence on the part of the hirer or the School). If they feel that cover is required for these elements they will need to arrange separate commercial insurance.

For further guidance in relation to the Hire Agreement forms please contact the School Legal Support Team: SchoolLegalSupport@hants.gov.uk

For further guidance in relation to the insurance for periods of hire please contact the Insurance Team: insurance.queries@hants.gov.uk

Charges for Lettings

- *Charges for letting school premises are set out in Appendix D.*
- *The school Governors review charges annually.*
- *Some community activities attract a subsidy from Hampshire County Council and these charges are identified on the schedule.*
- *Non-subsidised activities must cover **all** costs incurred – Caretaking time for opening and closing the premises, heating, lighting and general maintenance.*

Administrative Records and Internal Procedures

- *A schedule of hires will be completed and held at school as a record of all school use for non-school activities. Full details of the part of the premises used, the duration of the hire, the charges to be made will be included.*
- *Where activities take place outside the normal hours of the Caretaking staff, they may be invited to work overtime.*
- *Invoices will be raised on a termly basis for regular users.*
- *Single lettings will need to be paid for before the letting takes place.*
- *Invoices will show clearly the date of hire, facility used, the duration of the hire and the appropriate rate per hour including VAT where appropriate.*
- *All monies will be promptly banked and entered into the budget in accordance with HC financial procedures.*

APPENDIX

A.

Application Form for Hire of School Premises – Ringwood Junior School

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 that 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 for a period of current year + 3 years.

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

You can contact the school's Data Protection Officer at: dataservices@judicium.com

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.

APPLICANT

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

.....

Address

Telephone

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)

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.....

B.

HAMPSHIRE COUNTY COUNCIL PUBLIC LIABILITY INSURANCE

Public Liability Insurance with Marsh Ltd see confirmation of cover below:



Ray Winterflood
Client Advisor

Marsh Ltd
Tower Place East, Lower Thames Street
London
EC3R 5BU
Ray.winterflood@marsh.com
www.marsh.com

To Whom It May Concern

Dear Sirs,

CONFIRMATION OF INSURANCE – Hampshire County Council

As requested by the above client, we are writing to confirm that we act as Insurance Brokers to the client and that we have arranged insurance(s) on its behalf as detailed below:

Combined Liability

INSURERS/POLICY NUMBERS:

QBE UK Limited (primary liability up to £50M) - policy number Y132466QBE01725A, Officials Indemnity - policy number 037499/01/2024/0044, Liberty Mutual Insurance Europe SE (EL/PL/Products/Pollution Liability Excess Layer £25M/£50M) – policy number 1000532831-02, Aspen Insurance UK Ltd (EL/PL/Products Liability Excess Layer £25M/£75M) – policy no IDAAUD925B0S, Allied World Assurance Company (Europe) DAC (EL/PL/Products/Pollution Liability Excess Layer £25M/£100M) – policy number C061124/005, Chubb European Group SE (PL/Products/Pollution Liability Excess Layer £50M/£125M) – policy number UKCASD12272, Axis Underwriting Ltd leading 40%, Aviva PLC following 60% - (PL/Products/Pollution Liability Excess Layer £25M/£175M) – Axis and Aviva 33116022 & 100757705CLP

PERIOD OF INSURANCE: 1 April 2025 to 31 March 2026

LIMIT(S) OF LIABILITY:

Employers Liability	GBP 125,000,000	any one Occurrence
Public Liability	GBP 200,000,000	any one Occurrence
Products Liability	GBP 200,000,000	any one Occurrence and in the Aggregate
Pollution Liability	GBP 200,000,000	any one Occurrence
Hirer's Liability	GBP 5,000,000	any one Claim or series of Claims arising out of any one Occurrence
Libel or Slander	GBP 1,000,000	any one Claim or series of Claims and in the Aggregate
Officials Indemnity	GBP 10,000,000	any one Claim and in the Aggregate



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C.

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 (see Appendix A) forming part of the School premises ('the Premises).

Date(s) and Times of hiring: e.g. Monday to Friday (during the school term dates).

Start Date:

End Date: ('the Hire Period')

The governors ('the Governing Body') of Ringwood 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.....

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 A childcare provider must meet and comply with the requirements of the Special Conditions annexed to this agreement.

5.3 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 £5 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.

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 22:00 hours no noise shall be audible in any of the neighbouring houses and flats.

10. CAR PARKING FACILITIES

10.1 Subject to prior agreement with the school and availability, car parking facilities in the school front playground *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 as agreed and [playground playing field / other designated outside area] is included as part of the hire arrangements. **N.B Children are not permitted to use the school's playground equipment.**

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 termly.

22.2 There will be a review at the end of each 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 month'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 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 [*insert link*]

34.10 The School's Data Protection Officer can be contacted by email [*insert email address*].

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 or

[] 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. MISCELLENEOUS – parking arrangements, food consumption, use of school facilities, Hirer's property etc.
2. Any conditions relating to Premises, School keys and responsibilities for locking.
3. Conditions relating to hire of a swimming pool

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. [A Termination Notice shall take effect [insert number of weeks] from its date.

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
- 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

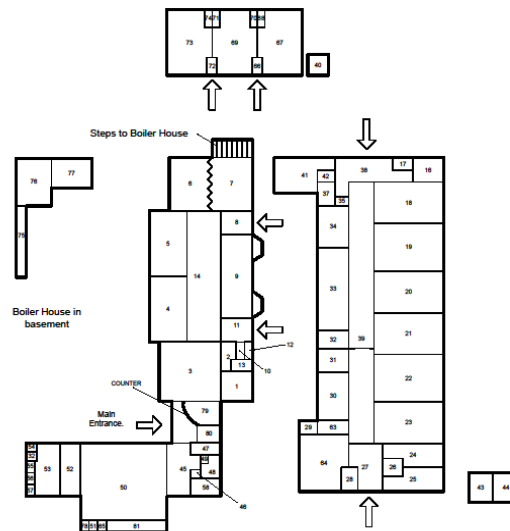
5. Monitoring

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)
- Review of Safeguarding policies including Child Protection

APPENDIX D:



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	Scale: Not to Scale	Date: 20/09/2007	Drawn by: LC - Caretaking Support Service	Drawing Number: 21750 - Ringwood Junior