



NOTTINGHAM UNIVERSITY
SAMWORTH ACADEMY

CHARGING & REMISSION POLICY

1 Introduction

The Governing Body recognizes the valuable contribution that the wide range of additional activities can make towards students' all round educational experience and their personal and social development:

2 Charging

The Governing Body reserves the right to make a charge in the following circumstances for activities organised by the Academy:

- i. *Academy trips and residential events held in Academy time:* the board and lodging element of any residential or outdoor education programme.
- ii. *Activities held outside Academy time:* the full cost for each student of journeys, trips and residential fees in the UK and abroad which take place at weekends and during holidays, where these are deemed to be optional extras.
- iii. *Materials:* the cost of ingredients or raw materials used by students to make food or technology products where the product will be the property of the student.
- iv. *Acts of vandalism or negligence:* part or all of the cost of repairs or replacement for loss or damage to buildings or equipment where this is the result of vandalism or negligence by one or more students.
- v. *Examination fees:* part or all of the cost of entry for an examination, either where the Academy considers the examination unsuitable for the student or where the student fails to complete all of the requirements for the examination without evidence of good reason, such as a medical certificate.

Any insurance costs will be included in the charge made for trips or activities

3 Remission

Where those having financial responsibility for a student are in receipt of qualifying benefit, the Governing Body will remit the full cost of board and lodging for any residential activity which the student is required to attend and which takes place within Academy time or forms part of the requirements for their studies at the Academy.

On a case by case basis, the Governing Body may remit charges in full or in part in response to a parental request on grounds of financial hardship where the request has the support of the Headteacher.

4 Voluntary Contributions

The Governing Body may deem that a particular activity during Academy time is voluntary and collective and may only take place provided sufficient voluntary contributions are received by a particular date. In this case, there will be no discrimination against those who have not made a voluntary contribution.

5 Community Lettings

The Academy will seek to maximize the use of the building by the community and will offer a range of discounts to community organisations to achieve this. Appendix 1 to this policy is the Nottingham University Samworth Academy Terms and Conditions of Hire. Information regarding prices and the availability of facilities for hire, can be obtained by contacting the academy via email thevenue@nusa.org.uk or by phoning the main switchboard on 01159 291 492 and selecting 'The Venue' option.

6 Monitoring, Evaluation and Review

This policy will be promoted and published throughout the Academy.

The Governing Body will review the policy within two years and assess its implementation and effectiveness.



Terms and Conditions of Hire

1. The Hirer shall pay the agreed charge requested on the quotation form.
The Governing Body reserves the right to adjust the hiring charge: -
 - (i) To cover any increases in hiring charges which may occur if an application covers a series of lettings over an extended period, and
 - (ii) To cover an increase in a hiring charge which may occur between the date of the approved application and the date of the actual hiring.
2. The Hirer shall ensure during the time these premises are so used that such activities are conducted in an orderly manner and under adult supervision and that the right to use the premises is exercised quietly and in a manner unlikely to cause any annoyance or inconvenience or to become a nuisance to the owners or occupiers of any adjoining or neighbouring property or to the public.
3. The Hirer will be responsible for the prevention of overcrowding and ensure all activities promote good public safety at all times. All gangways, passages and fire exits are to be kept clear at all times.
4. If the Hirer is using the premises to offer an external commercial activity to the wider public, they shall effect Third Party (Public Liability) Insurance with a minimum indemnity limit of five million pounds for any one occurrence to cover its legal liabilities for accidents resulting in injuries to persons, including participants in the hiring activity, and/or loss of or damage to property including the hired premises, arising out of the hiring of educational premises.
5. The Academy will not be responsible for any injury to persons or damage to property arising out of hiring these premises unless such injury or damage results from the negligence or breach of statutory duty on the part of the Academy. The Hirer shall be responsible for loss caused to the Governing Body i.e. the hirer shall indemnify the Governing Body and keep it indemnified from and against all costs, charges, claims and demands for injury, loss or damage to persons or to property arising from the exercise of the right howsoever such injury, loss or damage may be caused unless due to any negligence on the part of the Governing Body or their servants or agents. The Hirer shall defray the cost of making good all damage caused to the premises or other property of the Academy, which is in any way attributable to the exercise of this right.
6. The Hirer must declare if the intention is to use the premises to offer an external activity or event that involves direct contact or working with minors (under 18's). The Academy will require copies of current, eligible Criminal Record Bureau checks of all individual providers and the Academy Governing Body reserve the right to refuse hiring if these expectations are not met as a minimum requirement. The Academy will not be directly responsible for the safeguarding of minors involved with third party activities but will request documentation before bookings can be confirmed.
7. The charge for accommodation includes the use of the furniture only within the room. In the event of the Hirer requiring additional furniture or specialist equipment, a separate charge will be made according to circumstances. Any use of specialist equipment must only occur after a predetermined agreement has been made with the Hirer and Academy.
8. On the days where the Academy is in session, articles such as pianos, tables, flowers and any other external equipment may not be delivered to the Academy site before 4pm on the day of use unless arrangements for early delivery have been made with the Site Manager. All equipment and deliveries must come to the Hanslope Crescent Delivery point and no vehicles are to access the front drive/walkway of the Academy. The Hirer should remove all chairs and decorations and any other material introduced into the premises, within an agreed reasonable time after the period of hire. If this is not done, the Academy Governing Body will be entitled to remove and dispose of such items and the Hirer will pay the cost of removal (less the proceeds of disposal where relevant) on demand.
9. For the purpose of a dance or similar function to which the general public are admitted, and at which there may be a large gathering, the Academy will require the Hirer to pay for additional security (through the academy team) if event numbers exceed 100.
10. As stated on the 'List of Hire Charges' form, the Hirer must abide by the agreed hiring times requested (inclusive of set up and set down). Any overrun will be charged at a rate of £15 per 15 minutes over the end of booking time, to cover caretaking and premises costs.
11. Payment Procedures:

Regular bookings (Clubs, groups etc): Agreed hire fees are to be paid before the start of hire, either to the Academy in advance or on the commencement of the session. There will be a 5% discount for payment in full in advance for a series of 5 or more bookings made under one agreement period.

Events/One off Activities: 50% of the agreed hire fee will be required on confirmation of the booking, along with a £250 or a 20% of total fee (whichever is the greater amount), in the form of a refundable deposit. This will be returned to the Hirer on completion of the event, pending all Terms and Conditions of the hire was met. The remaining 50% of the agreed fee will need to be received at least 30 days before the confirmed event date. Any late payments may result in the loss of the refundable deposit and cancellation of the event hire.

Payments to be made in cash, cheque or bank transfer. Cheques are to be made payable to 'Nottingham University Samworth Academy'. Bank transfer details can be given on request.
12. Cancellation Policies:

Regular bookings (Clubs, groups etc): If a cancellation is made less than 5 days from an agreed hire period, there will be a cancellation fee charged to the hirer of either the cost of one hire period or £20, whichever is the greater amount. No further bookings will be honoured or made until the cancellation fee is paid in full.

Events/One off Activities: If a cancellation is made with at least 30 days' notice from the agreed hire date, the Hirer will lose the refundable deposit, in compensation to the Academy but will have 50% of the final hire fee returned.

If a cancellation is made within 30 – 14 days from the agreed hire date, the Hirer will lose the refundable deposit and 50% of the final hire fee in compensation to the Academy.

If a cancellation is made within 13– up to the agreed hire date, the Hirer will lose the refundable deposit and 100% of the final hire fee in compensation to the Academy.

13. Bookings are taken subject to the Academy premises not being subsequently required for Parliamentary or Local Government elections and in the event of the Academy premises being so required, the Academy will refund to the Hirer all charges made by the Academy and already paid by the Hirer. The Governing Body shall not be liable to pay any compensation for any loss incurred by the Hirer.

14. The Hirer shall obtain at his own expense all the necessary licences required in connection with the use of the premises for the purposes agreed for which the same is let and to observe and comply with all the conditions attaching thereto.

NOTE: Early enquiries should be made of the appropriate City/County Council and/or relevant copyright holder in respect of application for music, singing and dancing licences and licences for stage plays and cinematograph performances. Applicants for music, singing and dancing licences are required to give at least 28 days' notice to the Licensing Authority.

A licence is required for the public performance of gramophone records and tape recordings and digital electronic media recordings and a licence covering most makes can be obtained from the Phonographic Performances Limited of 1 Upper James Street, London, W1F 9DE. Applicants are advised that failure to obtain such a licence is an offence against the Copyright Act, 1956.

15. These premises are not licensed under the Cinematography Acts and no inflammable films or materials of any inflammable nature should be used.

16. The use of the premises is restricted to finish at 10.00 p.m. unless approval to an extension to 11.00 p.m. has been obtained prior to the letting.

17. Furniture and Academy equipment must not be moved unless the written permission of the Academy Headteacher has been obtained beforehand. Furniture and Academy equipment must not be removed from the Academy premises.

18. The users of the Academy are forbidden to stand upon any desk and seat or upon other furniture or fittings. No fixtures or decorations of any kind requiring nails or screws to be driven into the Academy property are permitted and the premises must be left at the end of the letting in a reasonably clean and orderly condition.

19. No notice, either permanent or temporary, may be affixed to Academy notice boards or displayed on the Academy premises without prior approval of the Site Manager.

20. In accordance with fire regulations, naked flames, flammable materials, gases, smoke machines or pyrotechnic equipment must not be used on Academy premises under any circumstance.

21. Intoxicating or alcoholic liquor is not permitted to be sold to the public or supplied on educational premises without the express consent of the Academy Governors, which the Governors will not be obliged to give reason of refusal. The hirer is responsible for arranging all necessary licences. Details of the licence for the sale to the public of intoxicating liquor will need to be available for inspection at all times.

22. The Academy adheres to new government legislation and is a non-smoking environment. Hirers using the Academy premises must adhere to these regulations and are not allowed to smoke in the Academy building or its surrounding grounds.

23. No special preparation may be applied to the floors of the Academy premises for dancing purposes.

24. Stiletto heels, studded shoes and other types of footwear likely to cause damage to floors of the Academy premises are not permitted. This footwear is not permitted on the sprung floor areas of the Sports Hall, Dance Studio, Drama Studio and Gymnasium. It is expected that the organisers of functions for which the premises are hired will draw attention to this ban by means of a suitable notice on the programme, ticket or invitation issued for the function.

25. No payment should be made to the Site Team staff, who will receive this fee direct from the Academy.

26. The Governing Body does not accept any liability in respect of the parking of any vehicle at the Academy premises connected in any way with the Hirer or the letting of the premises during the letting period.

27. The Governing Body accepts no liability for goods and personal effects left on its premises by the Hirer, its servants or agents, or by any user of the premises.

28. The Hirer may not sublet or assign the benefit of any letting of the Academy or college premises without the knowledge of the relevant Academy Staff or Site Manager and will be held personally responsible for the observance of these conditions.

Additional Conditions for the Hiring of Outdoor Sports Facilities

29. The Hirers shall at the expiration of the hiring remove everything brought by them on to the Academy site and shall leave it in a clean and orderly condition.
30. The Hirer shall be responsible for keeping visitors off all sports facilities, other than those hired, particularly cricket squares, hard porous and synthetic areas, shrub borders, trees, etc.
31. No vehicle shall be parked on or taken over the grass, sports facilities or borders.
32. The Site Manager is responsible for the pitches and he will decide if they are fit for play. The Hirer should consult the Site Manager if in doubt.
33. The Site Manager, Academy Headteacher or the Governing Body may cancel the hiring on occasions where it is of the opinion, for any reason whatsoever, that it would be potentially dangerous to allow the activity to continue.
34. Where there are special conditions of hire relating to a particular activity the hirer must comply with those special conditions.
35. In the event of a breach of any of the conditions of hiring (including any special conditions of hire relating to a specific activity) the Governing Body may determine the hire forthwith.

Declaration by the Hirer:

- i. I am over 18 years old.
- ii. I have read the Condition of Hire and agree to abide by them. iii. I confirm the insurance arrangements are in place in accordance with clauses 4 and 5 of the Conditions of Hire.
- iv. I confirm that all licences that may be required for the activities during the hire period have been obtained/have been applied for/will be applied for before the date of first applicable use.
- v. I agree to indemnify the Academy of any loss arising out of a breach of this agreement.

For and behalf of the Hirer:

PRINT NAME:

SIGNATURE:

DATE:

Declaration by the Academy:

Approval is given to the above application subject to the hiring conditions. The lettings charge, stated on the quotation form received, is assessed according to the number and type of facilities used and the duration of the occupations. Additional costs for staffing and cleaning are inclusive of the agreed fee. The charge may vary and increased during the course of the hiring agreement in accordance with clauses 7 through to 12 of the Conditions of Hire. An invoice will be issued in due course for initial payments of fees and deposits. Cheques and remittances should be made payable to 'Nottingham University Samworth Academy'

For and behalf of the Academy:

PRINT NAME:

POSITION HELD:

SIGNATURE:

DATE:
