



# Cyfarthfa High School

## Charging Policy

Date September 2023  
Review Date September 2024

	Signed	Date
<b>Chair of Governors</b>		
<b>Headteacher</b>		
<b>Designated SLT</b>		
<b>Designated Governor</b>		
<b>Union representation</b>		

## **1. Introduction**

The Governing Body recognises the valuable contribution that the wide range of additional activities, including clubs, educational visits and residential experiences can make towards pupils' personal and social education. The Governing Body aims to promote and provide such activities both as part of a broad and balanced curriculum for the student of the school and as additional optional.

This policy sets out those items which the school will provide free of charge and those items where they may be a charge at Cyfarthfa High school. It has been agreed by the governing body, Headteacher and local authority.

The policy will be reviewed annually and any necessary amendments will be the subject of further consultation with staff members. The policy was last reviewed in September 2022.

The Headteacher will provide the Governing Body with an annual written report on the operation and effectiveness of this policy.

Staff should read and use this policy in conjunction with the staff handbook

The school day is defined as: 8.00am to 3.30pm, extended Community provision is from 3.30 to 8pm, Monday to Friday.

The lunch break does not form part of the school day but is used for wider activities.

## **2. Policy statement**

- .1 During the school day all activities that are a necessary part of the curriculum will be provided free of charge. This includes any materials, equipment and transport to take students between the school and the activity.
- 2.2 There will be no charge for any activity that is an essential part of the specification for an approved examination unless: please note that the clarification on examination charges can be found in our examination entry policy.
- 2.3 Voluntary contributions may be sought for activities during and after the school day which entail additional costs, for example field trips and community trips.

## **3. Optional activities outside of the school day**

- 3.1 We may charge for optional, extra activities provided, for example a *theatre visit*. Such activities may enhance the curriculum but are not necessary for its completion. Where we wish to charge we will tell parents/carers in advance.

## **4. Optional Extras**

- 4.1 Charges will be made for some activities known as "optional extras". Where an optional extra is being provided, a charge can be made for providing materials, books, instruments or equipment. Optional extras are:

- \* Education provided outside of school time that is not:
  - a. Part of the curriculum;
  - b. Part of a syllabus for a prescribed public examination that the pupil is being prepared for at the school; or
  - c. Part of religious education.
- \* Examination entry fee(s) if the registered student has not been prepared for the examination(s) at the school; and,
- \* Board and lodging for a student on a residential visit.  
Participation in any optional extra activity will be on the basis of parental/guardian/carer choice.

## 5. Hire of Premises

- 5.1 The hire of the premises is subject to the completion of the relevant hire forms and agreement to terms and conditions (see Appendix I)
- 5.2 VAT Exemption Conditions – Block Booking

The block booking you make with Cyfarthfa High may under very exact circumstances, be exempt from VAT. However, the onus will be on your organisation to comply with the following conditions imposed by Her Majesty's Revenues & Customs if you wish to claim a VAT exemption.

Conditions which **MUST** be met to allow a block booking to be treated as VAT exempt are:

1. The booking must consist of at least 10 lets.
2. Each session must be for the same sport or activity.
3. Each session is to be held at the same venue, although different pitches, courts etc at the site are allowable.
4. The interval between each let is to be at least 1 day but not more than 14 days. Please note that there is no exception for intervals that exceed 14 days through closure of the centre for bank holidays.
5. All lets referred to on the original booking must be paid for in full, whether or not the organisation actually turns up on any particular occasion. Please note that there is no cancellation facility permitted by Her Majesty's Revenues & Customs other than where the Council cancel due to adverse weather conditions or due to unforeseen non-availability of the facility.
6. The facilities must be let exclusively to the hirer during the periods of hire.
7. The club must sign up to a formal agreement with the establishment concerned and the agreement must specify the dates and times of lets covered.
8. The hirer must be a club, school, association or organisation representing affiliated clubs or constituent association, i.e. a league.

In order to comply with conditions, the organisation **MUST** sign and return the attached contract. **Failure to comply with all of the above conditions, throughout the period of the agreement will result in the WHOLE SERIES of lets being regarded as taxable. In these circumstances, the club will be liable to the additional VAT charged.**

Please note, additional dates not specifically quoted in the original contract at the time of booking will be subject to standard rated VAT unless they are part of a new series of lets, which meet all the conditions for VAT exemption.

## 6. Free School Meals

6.1 Free school meals are available to children whose parents or guardians are currently receiving one of the following benefits:

- Child Tax Credit.
- Income Support (with responsibility for children)
- Income Based Job Seekers Allowance (with responsibility for children)
- Support under Part VI of the Immigration and Asylum Act 1999
- Guarantee element of State Pension Credit
- Pupils who receive Income Support or Income Based Job Seekers Allowance in their own right are also eligible to receive Free School meals.
- Employment Support Allowance (Income Related) (ESA(IR)).

6.2 To support your application you may need to provide one of the following as evidence.

- A copy of the page called "How your Income Support/Job Seeker's Allowance is worked out" from a recent letter. If you do not have this, please contact your local Benefits Agency.
- Your Current Tax Award Notice. If you do not have this, contact the Inland Revenue Helpline on Tel: 0845 300 3900
- A copy of the Pension Credit Award notice (M1000) or Child Tax Credit Notice (TC602)
- Asylum seekers need the NASS Reference Number to confirm entitlement

However, if you are currently in receipt of Housing/Council Tax Benefit then we will already have evidence of your income held on record, so there will be no need to supply the information unless we ask for it.

## 7. Applying for free school meals

7.1 If you would like to claim free school meals for your children you must complete an online application form from:

<https://www.merthyr.gov.uk/resident/benefits-and-grants/free-school-meals>

## 8. School clothing grant and allowance

8.1 <https://www.merthyr.gov.uk/resident/benefits-and-grants/school-clothing-grants/>

The Welsh Government **Pupil Development Grant** helps **eligible** pupils acquire School uniform, equipment, sports kit and kit for activities outside of school for your child. The scheme is targeted specifically at pupils who are eligible for Free School Meals (not transitionally protected) and are:

- entering reception class or Year 3 in primary school
- entering year 7 or Year 10 of secondary school
- aged 4,7,11 or 14 at the start of the school year in special schools, special needs resource bases or pupil referral units
- Funding for looked-after children is available in every school year

The grant will be automatically awarded if your child is eligible for Free School Meals (not transitionally protected) or is a looked-after child with the Local Authority.

School Facilities Booking Form		
Name of Organisation:		
Hirer's Name:		
Hirer's Address:		
Postcode:		
Telephone Numbers :	1.	2.
E mail address:		
<b>BOOKING / EVENT DETAILS</b>		
Event Title :		
Day/s:		
Dates	From:	To:
Access Time		
Start Time		
Finish Time		
Exit Time		
Estimated numbers participating:	Adults	Children
If applicable, please supply the entrance / participation fee you intend to charge :		
Facility requirements	Costs	Total
<b>Sports Hall</b>	£30.00	
<b>Main Hall</b>	£30.00	
<b>Class Rooms</b>	£15.00	
<b>ICT Suites</b>	£25.00	
<b>Drama Studio</b>	£25.00	
<b>Community Room</b>	£15.00	
Additional Details/Requirements		

Payment Details		
Should you require an invoice Please contact Fiance Office at Cyfarthfa High School	Name Address Postcode Telephone Number E Mail	
Cheques should be made payable to:	Cyfarthfa High School	
BACS Transfer to:		

## DECLARATION

I hereby acknowledge receipt of "Conditions of Hire" governing the hire of facilities and hereby undertake to abide by and conform to the same and to observe the directions given in pursuance thereof in the event of this application being granted. I further agree that this application form, the said "Conditions of Hire" and a letter of confirmation under the hand of the Manager shall form a contract between myself and the Council upon the terms set out in such documents. The completion of this form does not guarantee the booking applied for.

**NB: A booking does not exist until the Hirer has received confirmation**

*(No person under the age of 18 may sign this form)*

Signed : \_\_\_\_\_ Date : \_\_\_\_\_

Please return to : Business Manager at Cyfarthfa High school

**Rates per hour for 2022-2023 will be charged at:-**

<b>Astroturf</b>	<b>£25 per hour</b>
<b>Sports Hall</b>	<b>£25 per hour</b>
<b>Main Hall</b>	<b>£25 per hour</b>
<b>Class Rooms</b>	<b>£25 per hour</b>
<b>ICT Suites</b>	<b>£25 per hour</b>
<b>Drama Studio</b>	<b>£25 per hour</b>

**7. MAINTENANCE OF GOOD ORDER** – The hirer shall at all times be responsible for the maintenance of good order and ensure that no gaming or unlawful act is permitted during the function and shall secure that no undesirable person is permitted to enter or remain in the accommodation hired or otherwise make use of the facilities hired. At the request of the Manager, the hirer shall remove or cause to be removed any person from the accommodation hired. The hirer must provide, at his own expense, stewards of such a manner as is necessary for the proper conduct of the function. (No staff will be provided by the Council except by special arrangement).

**8. COPYRIGHT**

(a) The hirer shall indemnify the Council against all claims, demands, actions and proceedings in respect of any infringement of copyright or as a result of any unauthorised performance or by the use of the record apparatus or contrivance at the facility by himself or his agents.

- (b) In the event of the hirer using any gramophone records, tape recordings or other equipment at the function, the hirer shall be responsible for the payment of any fees which may thereby become due to the Phonographic Performance Limited or the Performing Rights Society Limited, or any other person, and shall indemnify the Council against any claim or liability arising therefrom.

**9. CATERING**

(a) Arrangements with regard to catering and intoxicating liquor must be made with the Manager as far in advance of the function as possible. Final arrangements must be made at least 48 hours before the function and any adjustments to numbers made at this time. The hirer shall be liable to pay the agreed charge per head for all numbers notified 48 hours before the function.

- (b) No hirer shall sell or allow to be sold on the premises any refreshments, tobacco or goods of any description without the express consent of the Manager in writing beforehand and subject to the terms of any such consent.

**10. ALTERATIONS, FITTINGS AND DECORATIONS** – No alterations or additions shall be made by the hirer to the lighting, heating, seating, gangways, fittings, fixtures or other arrangements in the facility, nor shall he provide any decorations, flags, emblems or posters without the consent of the Council. No electrical wiring or electrical equipment or apparatus of any kind shall be placed in any part of the facility without the previous consent of the Manager. The hirer shall not bring into the facility any furniture, fittings, temporary erections, plant or equipment, except with the permission of the Manager, and no nails, screws or similar fastenings will be permitted to be fixed to any part of the building.

**11. PREMISES** – The hirer shall ensure that the accommodation hired is completely vacated and left in a tidy and orderly condition at the end of the period of hire.

**12. PARKING OF VEHICLES** – Under no circumstances will the Council accept any responsibility for the loss or damage to any vehicle, or any article left therein of thereon which, in connection with the function, may be brought or left within the precincts of the facility.

**13. BROADCASTING** – The hirer must not transmit or broadcast or permit to be transmitted or broadcast by telegraph, telephone, wireless or any other means, any function except with the previous consent of the Manager. If arrangements are to be made for broadcasting, relaying or televising any function, the consent of the Council must first be obtained, and the Council reserves the right to take part in any negotiations, to be a party to the terms and conditions or any agreement reached, and to share in any income and publicity derived therefrom.

**14. LIMITATION OF NUMBERS** – In all cases where the Manager considers it to be necessary to fix a limit on the numbers to be admitted, the hirer shall not admit a greater number of persons than specified by the Manager.

**15. PHOTOGRAPHY** – No photograph or cinematograph film may be taken in the facility for commercial purposes or press or public reproduction without the consent of the Manager.

- 16. CINEMATOGRAPH EXHIBITIONS** – No cinematograph exhibition shall be given in the facility without the written consent of the Manager and any such exhibition, if approved, will be subject to the provisions of the Cinematograph Acts 1909 and 1952. The hirer shall indemnify the Council in all respects in the event of a claim being made against the Council for any contravention.
- 17. ADVERTISING** – All posters and handbills advertising functions in the facility must be of a good standard and be approved by the Manager before being exhibited or distributed. Hirers shall advise the Manager if they require assistance with advertising facilities or tickets.
- 18. FLYPOSTING** – The attention of the hirer is drawn to the Town and Country Planning (Control of Advertisement) Regulations 1969 under which it is an offence punishable by fine or conviction, to display an advertisement (other than of the limited categories set out in the Regulations) on any land or building without the consent of the local planning authority.
- 19. EXITS AND GANGWAYS** – Under no circumstances must any fire exits and gangways be impeded or blocked by chairs, tables or any other equipment.
- 20. DOGS** – With the exception of guide dogs, no dogs or any other animals shall be brought into or allowed to enter the facility unless the express permission of the Manager has been obtained beforehand.
- 21. TIMES** – The event for which any of the facility is hired shall commence and end at such times as may have been agreed beforehand between the Hirer and the Manager, The proposed times of commencement and ending shall be stated in the application form and are to include preparation and clearing time.
- 22. TERMINATION** – Upon the breach of these conditions by the hirer the Manager may terminate the hiring forthwith both as to the hiring on the occasion of the said breach and as to any future hiring's by the same hirer, and if the period of hiring has not expired on the breach the hirer shall be liable to pay the Council the full amount payable under these conditions.



CYFARTHFA HIGH SCHOOL SPORTS HALL  
BOOKING FORM

ALL BOOKINGS ARE TAKEN FOR A SIX-WEEK OR TERM PERIOD AGREED WITH THE MANAGER ON SITE. ALL MONIES TO BE PAID EITHER UPFRONT, BEFORE EACH INDIVIDUAL SESSION OR BY INVOICE

Purpose of hire.....

Name of club/individual.....

Address.....

.....

.....

Contact number/s.....

Dates / times required

Day	Date required from	Date required to	Time	Adult or junior booking

Approximate numbers

attending.....

Have your club coaches gained a DBS certificate? YES / NO

Do you hold the relevant sporting insurance? YES / NO

When will your payments be made	Weekly	Weekly plus 1 week upfront	Total payment Invoice

How will your payments be made	Cash – Weekly	Cash – Upfront	Cheque – Weekly	Cheque - Upfront

All cheques to be made payable to “Cyfarthfa High School”

All information provided will be treated in compliance with the data protection act 1998.

I confirm that I have read and understood the terms and conditions of booking and agree to abide by them.

Signature of hirer.....Date.....

Signature of Manager.....Date.....

Signature of Interim Business Manager .....Date.....

CYFARTHFA HIGH SCHOOL SPORTS HALL CONTRACT.

It is very important that the upkeep and running of this facility is maintained. As well as the sports hall manager it is important that those who hiring the hall follow a simple set of guidelines.

- The use of black soled shoes/trainers are forbidden.
- No food or drink to be consumed in the hall.
- No alcohol allowed on premises

- All rubbish to be placed in the bins provided.
- The hall will be available to the organisation for the booking time only, if the hall is not evacuated in time then there will be a further charge.
- If you miss a session in the hall there will be a charge for the hall unless arrangements has been made prior with the staff at the sports hall.
- Contact numbers and details must be supplied to the sports hall manager and bookings confirmed before any activities can commence.
- All users of the sports hall must use the new road entrance provided unless stated otherwise.
- You must have adequate public liability insurance or relevant.
- Sports body insurance.
- Vehicles parked on site at owner’s risk.
- **No ball kicking above 6’ permitted.**
- **Cyfarthfa High School is not responsible for loss or damage to personal equipment**

If continual misuse and breach of the contract and guidelines supplied by the sports hall, the sports hall manager and staff terminate the bookings with immediate effect.

Name .....Signed.....Club.....

Date.....

Sports Hall Manager Mr Kerry Bunce Signed.....

Date.....

Interim Business Manager Mrs Julie Atkins Signed.....

Date.....

Kerry Bunce

Cyfarthfa High School

**CONDITIONS FOR THE HIRE OF SPORTS AND LEISURE FACILITIES**

The hirer’s attention is drawn to these conditions especially to Condition 3(b), 5(b) and 12.

**1. DEFINITIONS**

(a) ‘Hirer’ means the person signing the application form for the hire of accommodation and/or facilities. Where a promoting organisation is named in the application for hire the

organisation shall also be considered the hirer and shall be jointly and severally liable hereon with the person who signs the form.

- (b) 'Council' means Merthyr Borough County Council
  - (c) 'Manager' means the Manager of the facility or any person acting on his behalf.
  - (d) 'Function' means the event for which the facilities are hired.
2. **APPLICATIONS FOR HIRE** – Application for the hire of facilities must be made in writing on the official application form. The Council reserves the right to refuse any application without stating a reason for so doing. The Council also reserves the right to cancel any hiring in the event of it appearing that the hirer intends to use the facilities for any purpose other than the purpose specified in the form of application for hiring. The facilities will not be deemed to be hired until after the applicant has been notified in writing by the Council to that effect and any necessary deposit paid.
3. **CHARGES**
- (a) The charges for hiring shall be in accordance with the scale of charges made by the Council, save that any application not coming within the scale will be charged at a rate to be determined by the Manager. The hirer shall pay the hiring charge to the Council, in one payment or in instalments and at such time or times as shall be required by the Council and notified to the hirer by the Council at the time when the application is accepted.
  - (b) **Where an application for hire is accepted by the Council more than six months before the date of the hiring, such acceptance is subject to a condition that the Council shall have the right to alter the charge payable for the hiring, or any of the other terms and conditions of hire, upon giving notice to the hirer not less than six months before the date of hiring. In the event of such notice being given, the hirer may, within one month of the date of such notice, cancel the booking and the whole of any hiring charge paid by him shall be refunded by the Council.**
4. **PROHIBITION OF SUB-LETTING** – The hirer shall not sub-let the facilities or any part of the facilities without prior consent in writing of the Manager whose decision will be final.
5. **CANCELLATION**
- (a) **By Hirer** – All applications for cancellation shall be made in writing to the Manager. The booking will not be deemed to be cancelled until after the applicant has been notified by the Manager to that effect. No part of any hiring charges already paid shall be returnable to the hirer save at the entire discretion of the Council and the Council shall be entitled to require the payment of the whole of the hiring charge in respect of any hiring which is cancelled by the hirer less than seven days before the date on which the hiring is to take place.
  - (b) **By Council** – **The Council reserves the right to cancel any hiring at any time if the cancellation is as a result of reasons beyond its control, it shall not incur any liability for any breach of contract. Any charges paid by the hirer will be refunded to him by the Council in the event of any such cancellation but the Council will not be responsible or be**

**liable for any other expenses incurred by the hirer either directly or indirectly resulting from such cancellation.**

**6. DAMAGE, LOSS AND INJURY**

(a) Unless due to any act, omission or negligence on the part of the Council or of its servants or agents the hirer shall be responsible for and shall pay to the Council on demand the amount of any damage done or occasioned to the facility or to the fixtures, fittings, apparatus, equipment, furniture or other contents thereof in the course of the hiring.

(b) Unless due to any act, omission or negligence on the part of the Council or of its servants or agents, the Council shall not be responsible for any loss of, or damage to, the hirer, any other person, or any loss or damage to any property of any person or persons resorting to the facility during the period of hire arising from any cause whatsoever.

(c) The hirer shall indemnify the Council against any claim that may arise or which may be made by any person resorting to the facility during the period of hire in respect of any such loss or damage to persons or property.

**Workload Impact Assessment**

<b>Policy name:</b>	
<b>Date of assessment:</b>	
<b>Assessed by:</b>	

The policy complies with and is consistent with the teachers' contractual entitlements.	
The policy and any related procedures were introduced following full consultation with the each union.	
The policy and any related procedures include a specific statement regarding workload impact.	