



## STAKESBY PRIMARY ACADEMY

### CHARGING & REMISSIONS POLICY FOR ACADEMY ACTIVITIES & LETTINGS (Hire Arrangements)

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This policy takes guidance from the DFE Policy – ‘Charging for School Activities’ which has been recently revised and Local Authority guidance on school lettings. Sections 449-462 of the Education Act 1996 set out the law on charging for school activities in schools maintained by local authorities in England. This guidance complements the information given in “A Guide to the Law for School Governors” (Chapter 23) and reflects the terms of the Education Act 1996.

This Policy will be reviewed on an annual basis by the Academy’s Finance Committee and will be adjusted in line with new Government or Local Authority recommendations. It sets out the Academy’s position on charges, remissions and lettings.

#### **Voluntary Contributions and Responsibilities of Staff**

Nothing in legislation prevents a Governing Body or Local Authority from asking for voluntary contributions that would benefit the Academy or any Academy activities and the Academy will invite parents and others from time to time to make voluntary contributions to enable the provision of activities and visits which may not otherwise be possible. If the activity cannot be funded without voluntary contributions, this will be made clear to parents at the outset. The Governing Body or Headteacher will make it clear to parents that there is no obligation to make any contribution. No student will be excluded from an activity because his or her parents are unwilling or unable to pay. However, if insufficient voluntary contributions are raised to fund a visit, it may not go ahead. Staff organising visits should make this clear to parents. Staff organising a trip will make it clear to parents at the outset what their policy for allocating places on the visit will be.

Activities outside of normal lesson times and not within the National Curriculum (ranging from visits abroad to Academy matches) are classed as ‘optional extras’. Parents may be asked to meet the full cost of these activities. In the case of residential experiences, every effort will be made to offer value for money but the cost might be quite high. It is intended that Academy-based extra curricular activities should be free or very low cost. The Academy will do its best to offer assistance or remission of charges in any case where there is hardship.

For activities during normal Academy hours and/or within the National Curriculum, parents may be asked to make a voluntary contribution to cover the cost of the activity to enable it to go ahead.

When making requests for voluntary contributions to Academy funds, parents will not be made to feel pressurised into paying as it is not compulsory.

Charges and contributions should cover the anticipated costs. If contributions from an activity exceed the actual cost, the Academy will refund surpluses of £5 or more per student. Any surplus of less than £5 per student will be retained in the Academy Fund for use with other activities. A charge may include an allowance for the cost of staff from the Academy who supervise optional extra activities if those staff have been specifically asked to cover the activity as an ‘optional extra’.

Parents may be asked to meet the costs of private music tuition in full, where tuition is given either to an individual student or to students in small groups. General fundraising and sponsorship may be used to permit additional activities.

### **Charging Structure**

For residential courses during the time of normal Academy hours, parents can be asked to meet the full cost of board and lodging, and to make a voluntary contribution towards any travel expenses. The Academy will meet the costs for students whose parents receive the income support benefits, where it is still possible for the visit to go ahead. The Academy will do its best to offer assistance and remissions in any case where there is hardship.

Parents may be charged for some or all of the cost of damage to Academy property where this has been intentional. **Parents** will be expected to meet some or all of the cost for replacing lost or damaged books or equipment.

### **Activities and Visits**

If the number of Academy sessions taken up by the visit is equal to or greater than 50% of the number of half days spent on the visit, it is deemed to have taken place during normal Academy hours (even if some activities take place late in the evening). Whatever the starting and finishing times of the day, regulations require that an Academy day be divided into two sessions: a 'half day' means any period of 12 hours ending with noon or midnight on any day. Time spent on travel counts in this calculation if the travel itself occurs during Academy hours. Activities during normal Academy hours may only involve a request for a voluntary contribution; parents may be charged an amount to cover the costs incurred to the Academy for activities mainly taking place outside of Academy hours.

Parents should be informed of the decision to ask for contributions at the planning stage of activities. Planned activities may be cancelled if financial support is not forthcoming. Parents may be asked to make a voluntary contribution towards activities taking place during Academy time, or towards activities which are a necessary part of the National Curriculum. Parents will be asked to meet the full cost of optional extra activities that occur outside of normal Academy hours, where these activities are not a necessary part of the National Curriculum. Parents will be asked to meet the full cost of board and lodging, and to make a voluntary contribution towards travel expenses for residential visits which fall, in the main, during normal Academy sessions. Students whose parents are receiving the following benefits should not be prevented from taking part in any Academy activity or trip that is open to other students:

- Income Support (IS);
- Income Based Jobseekers' Allowance (IBJSA);
- support under part VI of the Immigration and Asylum Act 1999;
- Child Tax Credit, provided that Working Tax Credit is not also received and the family's income (as assessed by Her Majesty's Revenue and Customs) does not exceed the limit set by HMR&C
- the guarantee element of State Pension Credit
- any similar income related employment and support allowances introduced by the Government.

Any charge made in respect of individual students will not exceed the actual cost of providing the optional extra activity, divided equally by the number of students participating. It will not include an element of subsidy for any other students wishing to participate in the activity whose parents are unwilling or unable to pay the full charge. In calculating the cost of optional extras an amount may be included in relation to:

- any materials, books, instruments, or equipment provided in connection with the optional

extra;

- non-teaching staff;
- teaching staff engaged under contracts for services purely to provide an optional extra, this includes supply teachers engaged specifically to provide the optional extra; and
- the cost, or a proportion of the costs, for teaching staff employed to provide tuition in playing a musical instrument, where the tuition is an optional extra.

In cases where a small proportion of the activity takes place during Academy hours, the charge will include the cost of alternative provision for those students who do not wish to participate. Therefore, no charge will be made for supply teachers to cover for those teachers who are absent from Academy accompanying students on a residential visit. Participation in any optional extra activity will be on the basis of parental choice and a willingness to meet the charges. Parental agreement is therefore a necessary pre-requisite for the provision of an optional extra where charges will be made.

When the Academy informs parents about a forthcoming visit, the member of staff leading the trip should make it clear that parents who can prove they are in receipt of income support benefits will be exempt from paying the cost of board and lodging. However, where voluntary contributions would not cover the cost of a visit, it would be likely that the visit would be cancelled where the trip was not an essential element of the curriculum.

### **Music Tuition**

The law states that all education provided during Academy hours must be free, but music lessons are an exception to this rule. The Education and Inspections Act 2006 introduced a regulation-making power which allowed the Department for Children, Schools and Families to specify circumstances where charging can be made for music tuition. The new Regulations, which came into force in September 2007, provide students with greater access to vocal and instrumental tuition. Charges may now be made for teaching either an individual student or groups of any appropriate size (provided that the size of the group is based on sound pedagogical principles) to play a musical instrument or to sing. Charges may only be made if the teaching is not an essential part of either the National Curriculum or a public examination syllabus being followed by the student(s).

### **Extended Schools**

- Breakfast Club
  - This runs from 7.45-9.00am and is charged at £2.00 per child per session.
  - This includes breakfast – cereals, toast or similar plus drinks.
  - At the discretion of the Headteacher, pupils may be funded using Pupil Premium on a temporary basis, if this enables children to have a settled start to the Academy day especially where punctuality is an issue. This is provided only on condition that punctuality ceases to be an issue.
  - Children of staff using the club are subsidised at 50p per session.
- Tea Time Terrors (after Academy club)
  - This runs for 2 hours after Academy and is charged at £3.00 per hour. This is discounted by 10% for siblings when both are booked into the same session.
  - This includes snacks and drinks – toasted sandwiches, sandwiches, small pizzas or similar.
  - Children of staff using the club are subsidised at £1 per hour.
  - Children of parents/carers attending Governing Body meetings are not charged. (If snack is required, there is a charge of £1)

### **Early Years- Acorns Nursery Class**

#### **15-hour provision**

- All 3 and 4-year-old children have an entitlement to 15 hours funded entitlement and this entitlement is always completely free at the point of delivery. A parental agreement is required in relation to the funded 15 hours provision.
  - Additional sessions above the 15-hour entitlement may be available dependent on the number of children attending and are charged at £10.
  - Where children stay over lunchtime, there is no charge for supervision.
  - For these children, if they are picked up at 2:45pm, there is no charge. (This enables families to avoid additional supervision costs)
  - If they wish to stay through to 3:30pm, there will be a supervision charge of £2.50

#### 30-hour provision

- Some families are entitled to an additional 15 funded hours according to the following criteria:
  - Both parents must be working - or the sole parent is working in a lone parent family
  - Each parent earns, on average, a weekly minimum equivalent to 16 hours at National Minimum Wage or National Living Wage.
  - Each parent must have an annual income of less than £100,000
  - They live in England
- As above
  - Where children stay over lunchtime there will be a supervision charge of £2.50

#### **Payment Procedures**

All school payments are handled through an online payment facility, Parent Pay.

#### **Non-Attendance or Cancellation**

There will be no refunds (full or part) for non-attendance of chargeable sessions. Fees for additional sessions are chargeable at £10 per session.

#### **Free School Meals**

For information on free school meals where applicable please go to the main Academy office.

#### **Important Note:**

If any Parent Pay account goes into arrears beyond £10, all academy paid services will be suspended until the account is settled. Any sums payable by parents for optional extras such as unpaid nursery fees, extended school provision etc to which they have agreed in writing, or for board and lodging shall be recoverable as a civil debt and may also be subject to late payment charges.

#### **Late Payment Charges:**

Charges will be levied at the higher of **£5.00 or 5%** (change as necessary) of the outstanding debt, to cover associated administration costs.

#### **Miscellaneous Charges (other than for students)**

#### **LETTINGS**

### Scale of charges

#### **Letting of rooms / site**

Academy Hall	£10 / hour (Community non-profit organisations £7.50 per hour) £90 / day (community non-profit organisations £67.50)
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£20 / hour or £90 / day  
Prefabricated Building  
(Community non-profit organisations - £10 per hour)

Playing Field Sports Groups – £10 per hour  
(Community non- profit organisations £7.50 per hour)

MUGA Sports Area - £10 per hour  
(Community non-profit organisations £7.50 per hour)

Caravan/Campervan Organisations - £8 per pitch per day

Caravan/Campervan – single user - £10 per pitch per day

**Any additional charges or caretaking work will be charged to the individual organisation as required.**

### **Photocopier charges**

5p per copy (reduced rates for large numbers of copies)

### **Telephone charges**

50p per call

### **The following have been taken into account when completing this scale of charges/lettings.**

Charges for lettings will be reviewed annually by members of the Business Manager and Principal in discussion with the Trust Finance Department. Lettings will be based upon the following principles:

- (i) the Academy's premises represent a significant capital investment and should be fully utilised
- (ii) the premises are a valuable community resource
- (iii) educational usage constitutes the main priority
- (iv) a profit margin would be welcome when derived from private or commercial usage but is not the objective when facilitating educational activity by designated users.

New applicants wishing to use the Academy premises will be vetted, as appropriate to their request, before a contract with them is offered. Full contact details will be required and the Local Authority's terms and conditions relating to such contracts will apply for lettings and hire of the premises.

All formal hiring of the Academy's premises, including those for which no charge is made, shall be documented by the Academy. Hirers must complete an appropriate hire agreement/lettings form and will receive a copy of the conditions of hire. The hire agreement is a contract which Governors may enforce in law.

The Academy's Governing Body will be mindful of their responsibilities in safeguarding the Academy from bad debt. Therefore, payment at the time of booking will be the preferred option. Cheques or cash are both acceptable and, in all cases, official receipts will be issued.

### **Value Added Tax**

The Governors are constrained by law to apply value added tax to all transactions where appropriate.

## Lettings Policy

### Introduction

The Governing Body of Stakesby Primary Academy is committed to ensuring the efficient use of the Academy's premises and making them available for use by the local community. To this end they have adopted this lettings policy.

### Policy

The Governing Body is required to ensure that any expenditure resulting from the use of Academy premises by external organisations does not fall on the delegated budget. Consequently a scale of charges for the use of accommodation has been produced and is reviewed by the Governing Body each year.

Authority is delegated by the Governing Body to the Headteacher to deal with requests for lettings of a routine nature. Where any prospective letting involves extended use of the premises (over a number of days/nights or after 12 midnight) or where the prospective hirer is not known to the Headteacher the Chairman of the Governing Body should be consulted. The LA's standard lettings forms shall be used on all occasions.

Hirers are responsible for damage to premises, property or loss which occurs during or as a result of their letting and appropriate supervision arrangements should be in place for activities held in buildings or grounds.

The Academy maintains insurance cover for liabilities incurred with regards to lettings, but insurance for liabilities incurred by hirers is the responsibility of hirers.

Hirers are responsible for removing or otherwise disposing of litter and rubbish resulting from their use of the premises or grounds.

No smoking or drinking of alcohol is permitted by individuals on the Academy premises – the exception to this is use of the Academy field by Caravan or Campervan groups

A minimum of two weeks' notice is required by the Academy of all lettings. The standard lettings forms should be completed by the Academy and signed by the hirer in advance of the letting.

Where hirers use equipment that is the property of the Academy or catering contractor the Headteacher Contractors representation shall satisfy themselves that the hirer is capable of using such equipment. Notice of use to be made at the time of application. No equipment to be used unless agreed with the Academy.

Two weeks' notice is to be given for any cancellation or change of time. The full charge will be levied if this is not adhered to.

## Stakesby Primary Academy

### APPLICATION FOR HIRE OF PREMISES OR GROUNDS

(please complete using capital letters)

Name of Organisation
Name of person requesting booking
Position within the Organisation
Address for correspondence
Email
Telephone Number
Purpose for which letting is requested

Specify in detail the area and/or facilities you require and indicate prices (if any) agreed. If unknown, please leave blank.	Yes/No (delete as appropriate)	£	p
Academy Field (price is per pitch, per sports event etc (*please circle or detail below)	Yes/No		
MUGA Sports Area	Yes/No		
Prefabricated Building	Yes/No		
Academy Hall	Yes/No		
Equipment	Yes/No		
Caretaking and Cleaning	Yes/No		
Catering Services	Yes/No		

**Please complete below if your booking is for an individual/'one off' event:**



Date	
Time	
Departure Date	
Departure Time	

Please complete below if you wish to use the Academy premises and/or facilities for multiple dates (i.e. one or more term, whole academic year etc). This applies specifically to lettings of the field, hall etc.

Please note the invoice will be raised in accordance with the dates you specify above and below. If sessions are cancelled by yourself, you will still be charged for them.

The invoice should be settled direct in to our bank account where possible:

Please contact the Academy Office for bank account details.

Dates and times of proposed letting:

Day of the week required	Date hire to	Date hire to	Arrival Time	Departure	Number of sessions facility to be used

I/we agree

- (1) to pay a deposit, to secure the booking
- (2) to pay the invoice within the specified payment terms
- (3) that use of accommodation shall be in accordance with the conditions given.
- (4) to send a copy of our Public Liability insurance with this confirmation booking
- (5) to send a copy of our Child Protection Policy (if applicable)

Signed ..... Date .....

Print Name .....

Position in Organisation .....

## **Conditions relating to Letting of Educational Premises, Grounds.**

Hirers will be held responsible for any damage to premises, property, equipment or loss which occurs during or as a result of their use. Please let the Event Contact know whilst you are here.

Hirers must ensure that premises and grounds are left in a clean and tidy state after their use, that all litter is removed and that where items of furniture have been moved they are put back in position at the end of the letting.

We have insurance cover for liabilities which occur in Academy hours as a result of lettings, but personal accident insurance and any insurance for liabilities incurred by the hirers are the responsibility of the hirers themselves.

Hirers must ensure that full supervision is provided during lettings, especially of playing fields. We will not be responsible for any claims which may arise as a result of negligence on the part of the hirers or their supervisors.

We reserve the right to cancel letting arrangements, without notice if necessary. This will be done only in exceptional circumstances, in the event, for example, of premises being used for illegal activity or in an anti-social manner.

Failure to comply with our conditions may result in the refusal of future requests to hire premises or grounds.

We allow dogs on site if they are kept on a lead and under control. Please clear up all dog poo – this is an Academy field and children play on it during the week. Thanks.

This site is in a residential area so please respect our neighbours by keeping noise and movement within reasonable limits. Thanks.

This is a shortened version of our full terms and conditions that are available on our school website: [www.stakesbyschool.net](http://www.stakesbyschool.net).

### STAKESBY PRIMARY ACADEMY

Information and Instructions to Organisers of Events held on Academy's Property.

Organisation .....

Event .....

Name of Organiser .....

Date .....

Under the Health and Safety at Work etc Act 1974 we are required to provide you with the following information.

1. The area/room allocated for your activity is .....
2. Access is gained to this area from .....
3. The nearest telephone is located .....
4. The Caretaker's telephone number is .....
5. The telephone number of the Officer in Charge is .....
6. The First Aid box is located .....
7. Potential Health and Safety Hazards .....

#### Instructions to Organisers

1. In the event of fire **immediately** dial 999 for the Fire Service.
2. **Evacuate** all your party from the area to a safe place. Check your register, await Fire Service.
3. **Immediately** thereafter telephone Caretaker and/or Officer in Charge.
4. In the event of an accident- follow First Aid procedures, if **serious** telephone 999 for Ambulance.
5. **Immediately** thereafter telephone Officer in Charge (inform Caretaker if on the premises). All accidents must be reported.
6. Obtain names and addresses of at least two witnesses where possible.
7. If accident has occurred whilst utilising the Council's equipment do not touch or move the equipment until a Council representative has examined it.

**Notes to Organisers.**

1. The area allocated to you must be reached by the most direct route from the access point indicated, and members of your party must not enter other rooms or areas, other than to utilise cloakroom or toilet facilities.
2. In the event that the council has agreed to permit the use of facilities for the purpose of preparing beverages or food, only such equipment shall be used as is necessary for the preparation of these, and the activity must be under the supervision of the organiser or some other person.
3. Any equipment made available must be used strictly in accordance with standard practice and under the supervision of the Organiser.
4. Organisers are reminded that the responsibility for the safety of their party rests with the Authority and with the Organisers jointly.

## **Terms and Conditions for Use of Academy Premises**

All groups/organisations that use the premises are required to read these terms and conditions and agree to abide by them. This terms and conditions document will be signed by the Chair of Governors at the Academy and the Hirer/nominated person from the hiring group/organisation.

### **Interpretation**

'The Academy' means the Governing Body of the Academy, its employees and agents.

'The Hirer' is the organisation or individual with whom the Academy is contracting.

### **Purpose of Use**

1. The accommodation shall only be used for the purposes and within the hours stated on the application, as confirmed by the Academy. The Hirer shall be responsible for ensuring these conditions of occupation are observed and that there is no interference with the normal activities of the Academy.
2. The Hirer shall not assign or sublet the whole or any part of the benefit of this agreement.
3. No interference is to be made with Academy property/equipment/premises which do not form part of the hire arrangement.
4. Nothing in this agreement shall create a tenancy.

### **Access**

5. The Governing Body or its representative has access to the areas subject to hire for the purpose of inspection.

### **Health and Safety**

6. 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.
7. The Hirer is responsible for the effective supervision of the arrangements and activities in the premises during the period of hire and for the prevention of disorderly behaviour so as to ensure that no nuisance or annoyance arises to the occupiers of adjoining premises or neighbouring residents and shall behave reasonably at all times.
8. Fire Safety - The Hirer shall be required to take any precautions necessary to ensure the safety of those attending the period of hire, including ensuring the means of escape from fire are not blocked or impeded.
9. It is the Hirer's responsibility to ensure that there is someone present who is suitably qualified to deliver first aid in the event of an emergency.
10. The Hirer shall immediately inform the Academy of any emergency, accident or serious incident that occurs on the Academy premises. Contact the Headteacher or the Assigned contact. The Hirer shall be responsible for reporting to the Health and Safety Executive any accident that arises from activities that it organises.
11. Hirers providing services to children, whether pupils at the Academy or others, must have policies and procedures in place to ensure children's safety, and must provide evidence of these to the Academy as required, i.e. Safeguarding Policy and Use of Mobile Phone Policy, CRB/ISA checks.  
Appendix 7 Sample Terms and Conditions

### **Payment of Hire Charges and Deposit**

12. The Academy reserves the right to require a deposit over and above the hiring charge as a surety against damage to the premises (including any equipment) or the premises being left in an unacceptable condition necessitating their incurring additional cost for cleaning, caretaking or other expense.

13. Failure to appear for a hire arrangement shall result in the cost of the booking being levied.
14. Whether or not the option to hire is actually exercised, payment must be made. For example, if the Hirer makes and pays in advance for a ten consecutive week booking but only uses the premises for eight weeks, the full charge for ten evenings is payable. There shall be no refund unless the reason for cancellation is due to Academy commitments /out of the control of the user group.

### **Responsibility of the Hirer for Good Order and Safety**

15. The Hirer shall be responsible for any damage to the Academy property, equipment or buildings caused by them or their guests. The Hirer must report any such damage to the Academy immediately. The Hirer shall repay to the Academy, on demand, the cost of re-instating or replacing any part of the premises or any property on the premises which shall be damaged, destroyed, stolen or removed during the period of hire or prior or subsequent thereto if in relation to or by reason of the hiring. Any such costs will be in addition to the specified hire arrangements charges.
16. The Hirer shall ensure that all accommodation is left in a clean and tidy condition at the end of the hire arrangement. Using litterbins and recycling facilities as appropriate will help this.
17. The Hirer must obtain express permission from the Academy to leave any equipment on the premises. Where permission is granted, the Hirer is responsible for any equipment they leave on the premises and shall ensure that such equipment is in good repair and after use, safely stowed away. Items no longer required by the Hirer or deemed by the Academy/Trust to be unsafe or beyond repair or else unsafely stored on the premises shall be promptly removed by the Hirer on demand. If such request is not complied with by the Hirer within [insert timescale], the items may be disposed of by the Academy/Trust and the Hirer shall reimburse the Academy/Trust for any expense incurred as a result.
18. The Academy shall not be responsible for any article brought or left in any part of the premises, or theft or loss of, or damage to vehicles parked in any car park provided.
19. The Hirer must ensure that all privately owned electrical equipment has a certificate of safety (Portable Appliance Test) from a qualified electrical engineer.
20. The Hirer shall comply with any reasonable instructions given by the Headteacher, premises Manager or other member of the Academy staff.
21. Alcohol is not allowed to be sold on the premises unless prior permission is given by the Academy and a licence obtained by the Hirer. Illegal drugs are not to be brought onto or consumed on the Academy premises.
22. There shall not be brought onto the premises anything of an inflammable, dangerous or noxious character.
23. Where the premises do not have a Public Entertainment Licence the Hirer shall be responsible for obtaining such a licence. Any fees for such licences are to be paid for by the Hirer.
24. The premises may not be used for games of chance, other than bingo, unless permission has been granted by the Governors in writing.
25. Smoking is not allowed on the Academy premises at any time. Smoking is permitted on the Academy field by Caravan or Campervan groups during the period of letting.
26. Animals, other than Guide Dogs, are not permitted on the Academy premises without the prior written consent of the Academy. Dogs are permitted on the Academy field by Caravan and Campervan groups during the period of letting, on condition that they are kept on a lead and under control. Any dog mess is to be cleared up immediately to ensure that the field is kept clean for Academy use.
27. The Hirer shall not make any alteration or addition to the premises and shall not affix any items to the premises.

### **Conditions of Hire Specific to Academy Kitchens**

28. The use of any kitchen equipment is prohibited without prior consent of the Academy. In the case of consent being given, a member of the Academy's kitchen staff shall be present during the hire of the facility to ensure that the equipment is used appropriately (if practical).

29. The use by the Hirer of any food stocks held by the Academy for the provision of a Academy meal service is not permitted.

30. The Hirer has received all necessary food safety training as required by law.

31. The kitchen premises shall be left in a clean and hygienic condition after the hire.

32. Any costs incurred by the Academy in remedying any damage caused by the Hirer or by the use of their own equipment shall be recharged in full.

### **Indemnity and Insurance**

33. The Trust and the Academy disclaim liability for injury or damage to persons or property upon its premises (so far as they are legally able to do so).

34. The Hirer agrees to indemnify Trust/Academy, its employees and agents and the school against all actions, proceedings, claims, damages, awards or costs in respect of loss, damage, death or personal injury during the period of hire or before or after that time unless such death or injury occurs as a result of the negligence or breach of duty of Trust, the Academy or their agents or employees.

35. The Hirer must be covered by a public liability insurance policy with a minimum limit of indemnity of £5 million including damage to the premises and its contents. It shall be necessary to produce documentary evidence of the cover when booking.

36. The Governing Body may at its discretion waive this requirement where the Hirer is an individual or small informal group of individuals (not using the Academy buildings for commercial or business purposes) who **do not** fall within the following definition and are not able to obtain public liability insurance:

- Members of any club, association or society which operates by subscription or entry fee;
- Any charity or individual organisation, carrying on business with a view to profit.

37. The Trust and the Academy shall maintain Public Liability insurance for third party injury and damage caused due to their negligence.

### **Cancellation**

38. The Academy reserves the right to cancel the booking at any time without notice and without assigning any reason but will endeavour to give as much notice as possible. Neither the Trust nor the Academy will be liable for the provision of alternative accommodation or be liable for any compensatory payment. In such circumstances, the Academy shall refund any monies paid in respect of the hire arrangement so cancelled but shall not be responsible for any loss or expenditure whatsoever in relation to the hire arrangement which the Hirer may have incurred or be liable to pay. The Academy reserves the right to refuse any application for hire as it may deem fit or withdraw permission for any hire arrangement at any time.

39. If the facilities/equipment hired are not fully available for the duration of the booking or if the booked activity is prevented from taking place due to circumstances that were not informed to the Hirer prior to commencement of the hire arrangement, the Academy shall refund the monies paid for that booking.