

Charging, Remissions and Letting Policy



Approved by:

Date:

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1. Aims

Our school aims to:

- **Have robust, clear processes in place for charging and remissions**
- **Clearly set out the types of activity that can be charged for and when charges will be made**

2. Legislation and guidance

This policy is based on advice from the Department for Education (DfE) on charging for school activities and the Education Act 1996, sections 449-462 of which set out the law on charging for school activities in maintained schools in England.

3. Definitions

Charge: a fee payable for specifically defined activities

Remission: the cancellation of a charge which would normally be payable

4. Roles and responsibilities

4.1 The Governing Body

The governing body has overall responsibility for approving the charging and remissions policy, but can delegate this to a committee, an individual governor or the headteacher.

The governing body also has overall responsibility for monitoring the implementation of this policy.

In our school, responsibility for approving the charging and remissions policy has been delegated to Resources Committee.

In our school, monitoring the implementation of this policy has been delegated to the Headteacher and Senior Leadership team.

4.2 The Headteacher

The Headteacher is responsible for ensuring staff are familiar with the charging and remissions policy, and that it is being applied consistently.

4.3 Staff

Our staff are responsible for:

Implementing the charging and remissions policy consistently

Notifying the headteacher of any specific circumstances about which they are unsure or where they are not certain if the policy applies

The senior leadership team will provide staff with appropriate training in relation to this policy and its implementation.

4.4 Parents

Parents are expected to notify staff or the headteacher of any concerns or queries regarding the charging and remissions policy.

5. Where charges cannot be made

Below we set out what the school cannot charge for:

5.1 Education

Admission applications

Education provided during school hours (including the supply of any materials, books, instruments or other equipment)

Education provided outside school hours if it is part of:

The national curriculum

A syllabus for a prescribed public examination that the pupil is being prepared for at the school

Religious education

Instrumental or vocal tuition, for pupils learning individually or in groups, unless the tuition is provided at the request of the pupil's parent

Entry for a prescribed public examination if the pupil has been prepared for it at the school

Examination resit(s) if the pupil is being prepared for the resit(s) at the school

5.2 Transport

Transporting registered pupils to or from the school premises, where the local authority has a statutory obligation to provide transport

Transporting registered pupils to other premises where the governing body or local authority has arranged for pupils to be educated

Transport that enables a pupil to meet an examination requirement when he or she has been prepared for that examination at the school

Transport provided in connection with an educational visit

5.3 Residential visits

Education provided on any visit that takes place during school hours

Education provided on any visit that takes place outside school hours if it is part of:

The national curriculum

A syllabus for a prescribed public examination that the pupil is being prepared for at the school

Religious education

Supply teachers to cover for those teachers who are absent from school accompanying pupils on a residential visit

6. Where charges can be made

Below we set out what the school can charge for.

6.1 Education

Any materials, books, instruments or equipment, where the child's parent wishes him or her to own them

Optional extras (see below)

Music and vocal tuition, in limited circumstances

Certain early years provision

Community facilities

6.2 Optional extras

We are able to charge for activities known as 'optional extras'. In these cases, the school can charge for providing materials, books, instruments or equipment. The following are optional extras:

Education provided outside of school time that is not part of:

The national curriculum

A syllabus for a prescribed public examination that the pupil is being prepared for at the school

Religious education

Examination entry fee(s) if the registered pupil has not been prepared for the examination(s) at the school

Transport (other than transport that is required to take the pupil to school or to other premises where the local authority/governing body has arranged for the pupil to be provided with education)

Board and lodging for a pupil on a residential visit

Extended day services offered to pupils (such as breakfast clubs, after-school clubs, tea and supervised homework sessions)

When 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

The cost of buildings and accommodation

Non-teaching staff

Teaching staff engaged under contracts for services purely to provide an optional extra (including supply teachers engaged specifically to provide the optional extra)

The cost, or an appropriate proportion of the costs, for teaching staff employed to provide tuition in playing a musical instrument, or vocal tuition, where the tuition is an optional extra

Any charge made in respect of individual pupils will not be greater than the actual cost of providing the optional extra activity, divided equally by the number of pupils participating.

Any charge will not include an element of subsidy for any other pupils who wish to take part in the activity but whose parents are unwilling or unable to pay the full charge.

In cases where a small proportion of the activity takes place during school hours, the charge cannot include the cost of alternative provision for those pupils who do not wish to participate.

Parental agreement is necessary for the provision of an optional extra which is to be charged for.

6.3 Music tuition

The school can charge for vocal or instrumental tuition provided either individually or to groups of pupils, provided that the tuition is provided at the request of the pupil's parent.

Charges may not exceed the cost of the provision, including the cost of the staff giving the tuition.

Charges cannot be made:

If the teaching is an essential part of the national curriculum

If the teaching is provided under the first access to the Key Stage 2 instrumental and vocal tuition programme

For a pupil who is looked after by a local authority

6.4 Residential visits

We can charge for board and lodging on residential visits, but the charge must not exceed the actual cost.

7. Voluntary contributions

As an exception to the requirements set out in section 5 of this policy, the school is able to ask for voluntary contributions from parents to fund activities during school hours which would not otherwise be possible.

There is no obligation for parents to make any contribution, and no child will be excluded from an activity if their parents are unwilling or unable to pay. If the school is unable to raise enough funds for an activity or visit then it will be cancelled.

8. Activities this school charges for

The school will charge for the following activities:

Outside organisations, i.e. a third party may charge parents/pupils or activities involving pupils from the schools within school time or for extra-curricular activities

Where the school does not have the resources to provide activities/visits/services for the children, then parents/carers will be asked to make voluntary contributions towards part or all of the cost of school visits/activity etc undertaken wholly or mainly within the school day. There is no obligation to contribute and pupils will not be treated differently according to whether their parents have made a voluntary contribution or not.

Visits/activities may be cancelled if the school does not receive sufficient income to help cover/subsidise the costs of the activity. This policy is stated in the prospectus.. The Act states there is no restriction placed upon the use made of such contributions or the level of contribution.

a) Activities outside school hours

Non-residential activities that take place outside school hours, but only if the majority of the time spent on that activity take place outside school hours (time spent on travel counts in this calculation if the travel itself occurs during school hours).

Contributions towards the costs of the use of third parties involved in delivering activities on activities outside school hours supervised by staff e.g. end of term Y6 out of school activity

b) Residential visits and activities depending on time/duration

Board and lodging costs of residential trips deemed to take place during school time. However, pupils whose parents are in receipt of certain benefits (see point 3 below) may not be charged for board and lodging costs.

Residential trips deemed to take place outside school time

Contributions towards the costs of the use of third parties involved in delivering activities on residential trips

c) Music tuition

Music tuition requested by parents for individuals or groups of up to four pupils taken during lesson time in the school day. (NB looked after children are exempt from these charges and the school may consider using Pupil Premium money in some cases)

d) Additional extra-curricular activities provided by professional coaches or third parties

Each school may provide additional voluntary extra-curricular activities before or after school for which a charge is made as these are run by additional external staff e.g. football, dance. Parents/Carers will be informed of the costs and duration of these activities and they will not exceed the unit cost of the activity. NB all staff undertaking such activities will be subject to safeguarding requirements.

e) Materials or products where parents have indicated in advance they wish to own the outcome

The above may include CDT, Art or cookery products.

f) Contribution towards swimming coach transport

g) Deliberate and wanton damage caused by identifiable pupils

The circumstances relating to the above will be fully investigated by the Headteacher and staff, and parents/carers involved prior to a charge being made.

9. Remissions

In some circumstances the school may not charge for items or activities set out in sections 6 and 8 of this policy. This will be at the discretion of the governing body and will depend on the activity in question.

9.1 Remissions for residential visits

Parents who can prove they are in receipt of the following benefits will receive a 20% discount on the full cost of the visit.

Universal credit in prescribed circumstances

Income Support

Income Based Jobseekers Allowance

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 £16,105

The guarantee element of State Pension Credit

An income related employment and support allowance that was introduced on 27 October 2008

10. Monitoring arrangements

The Headteacher, Senior Leadership and Admin Team monitors charges and remissions, and ensures these comply with this policy.

This policy will be reviewed by Headteacher and Senior Leadership Team every year. At every review, the policy will be approved by the Resources Committee of the Governing Body.

11. Lettings

The Governing Body of Sutton Green Primary School regards the school buildings and grounds as a community asset and will make every reasonable effort to enable them to be used as much as possible. We believe that our schools should be a centre for lifelong learning and a resource for parents and the wider community. It is also the policy of the Authority to maximise the use of all

educational premises and to seek to encourage the active participation of as wide a range of groups as possible from the community.

We recognise that the facilities could generate resources for the school. However, the overriding aim of the Governing Body is to support the school in providing the best possible education for its pupils, and any lettings of the premises to outside organisations will be considered with this in mind.

Definition of a Letting

A letting may be defined as “any use of the school premises (buildings and grounds) by either a community group (such as a local music group or football team), or a commercial organisation (such as the local branch of ‘Weight Watchers’)”. A letting must not interfere with the primary activity of the school, which is to provide a high standard of education for all its pupils.

Use of the premises for activities such as staff meetings, parents’ meetings, Governing Body meetings and extra-curricular activities of pupils supervised by school staff, fall within the corporate life of the school. Costs arising from these uses are, therefore, a legitimate charge against the school’s delegated budget.

The governing body, with advice from the headteacher, will:

- Balance the desire to generate income against the desire to support “local groups within the community”
- Agree the criteria to be used when deciding which groups are to be allowed to use the premises and consider requests for bookings against those criteria.
- Take a positive approach to enhancing learning opportunities for the whole school community through promoting community use of the school.
- Ensure that use by external organisations does not degrade the standards of the facilities to the extent that they are no longer suitable for use by pupils.
- Consider issues of political balance
- Consider the implications of all requests received for the health, safety and security of pupils and staff. All users of school premises will be required to complete documentation with regard to this. *This documentation is held by school bursars and includes specific reference to health and safety requirements, key holder responsibilities and requests to use school equipment*
- Consider the implications for workload of all staff of any decisions it makes
- Take advice from the LA on the charges to be levied – kept with this policy

The Headteacher is responsible for the management of lettings. Where appropriate, the Headteacher may delegate all or part of this responsibility to other members of staff, whilst retaining overall responsibility for the lettings process. If the Headteacher has any concern about whether a particular request for a letting is appropriate or not, she will consult with the Chair of the Environment and Community Committee (or alternative, as appropriate), who is empowered to determine the issue on behalf of the Governing Body.

In addition, the Headteacher may consult with the Director of Children’s Services regarding any individual letting, and as a result the letting application may be refused.

User groups

The school currently has a variety of groups who use the school premises. These include: S4YC Pre-School, Breakfast Club and any other occasional community use.

- Pre school groups

In order to support community use, nursery and pre-school groups will not be charged at full rate.

- Parish Councils

Parish Councils have a statutory right to use a school building for council meetings if no other accommodation is available within the community. Letting charges can be determined by each school.

- Elections

Returning officers have a statutory right to use school premises at a rate to cover the marginal costs for caretaker services, heating and lighting. The school is responsible for billing the returning officer for services provided.

- Other groups

Other groups will be charged up to recommended Local Authority rates depending on the nature and scale of usage. The school will also take into account other community use charges and local rates.

Charges

A charge will be levied to meet the additional costs incurred by the school in respect of any lettings of the premises noting that Schools are largely free to determine their own charge rates. As a minimum, the actual cost to the school of any use of the premises by an outside organisation must be reimbursed to the school's budget. When setting charges, reference is made to recommended rates.

A charge will be levied which covers the following:

- Cost of services (heating and lighting);
- Cost of staffing (additional security, caretaking and cleaning) –including “on-costs”;
- Cost of administration;
- Cost of “wear and tear”;
- Cost of use of school equipment (if applicable);

Where there are multiple lettings taking place at the same time, the costs for services and staffing will normally be shared between the organisations involved.

The specific charge levied will be reviewed annually, during the spring term, by the Environment and Community Committee for implementation from the beginning of the next financial year. Current charges will be provided in advance of any letting being agreed.

Record keeping

In line with LA guidance, each school will maintain the following records

- All applications requested for lettings
- The name of the organisations using school premises along with charge made, staff overtime worked and receipting
- Each hirer is required to complete school documentation relating to their responsibilities, and use of school equipment. Signed copies are kept in the Letting File.

- A file showing the name of the organisation using the premises and copy invoice detailing the amount charged and received is retained.
- Caretakers can claim payment for additional hours related to approved lettings on their timesheets submitted to the school bursar. *Note this is not always necessary due to approved key holders also managing access to the buildings.*
- If groups enter into regular use to run their own business then a lease agreement should be drawn up. This should be drawn up with the LA to ensure it meets legal requirements. The lease agreement should then be signed by HT, person using the premises and nominated Governors.

The Administrative Process

Organisations seeking to hire the school premises should approach the

Headteacher or bursar who will identify their requirements and clarify the facilities available. A form (see Appendix 1) should be completed at this stage. The Governing Body has the right to refuse an application, and no letting should be regarded as “booked” until approval has been given in writing by the headteacher. No public announcement of any activity or function taking place should be made by the organisation concerned until the booking has been formally confirmed.

Once a letting has been approved, a form will be sent to the hirer, setting out full details of the letting and enclosing a copy of the terms and conditions and the hire agreement. The person applying to hire the premises will be invoiced for the cost of the letting, in accordance with the Governing Body’s current scale of charges. (The school may wish to seek payment in advance in order to reduce any possible bad debts.)

The hirer should be a named individual and the agreement should be in their name, giving their permanent private address. This avoids any slight risk that the letting might be held to be a business tenancy, which would give the hirer security of tenure.

All letting fees which are received by the school will be paid into the school’s delegated budget, in order to offset the costs of services, staffing etc (which are funded from the school's delegated budget). Income and expenditure associated with lettings will be regularly monitored to ensure that at least a “break even” situation is being achieved. All lettings to be referenced in the Headteacher’s Report to Governors.

Public Liability and Accidental Damage Insurance

All organisations submitting applications for letting of school premises must certify that they possess an appropriate level of cover for the activity being undertaken. The minimum level of cover required by the governing body is £2,000,000

4. Additional notes

- If catering facilities are required beyond tea brewing and washing up, then permission must be obtained from the catering contractor for the School.
- Licences for public dances are only required if they are held weekly or monthly on a regular basis
- A licence will be required for a public performances – see reference to Performing Rights paperwork
- Outside bodies using the premises and equipment are responsible to the Governing Body for any charges incurred in respect to damage to property and equipment. This is clearly stated on paperwork.

- **Outside bodies are responsible for ensuring they hold appropriate insurance. This is clearly stated on paperwork provided to hirers. *Note* if a PTA / Friends event is held then this is covered.**

5. Monitoring

The Environment and Community committees will review this policy annually and associated lettings/charging/remission policy and documentation.

6. Arrangements for monitoring and evaluation

The Environment and Community Committee of the governing body will monitor the impact of this policy on an annual basis. It will seek to evaluate the impact of the school's extended services on those children most in need of additional support.

APPENDIX 1 – HIRING CONDITION

The Hirer should retain the Hiring Conditions and return the Hiring Application to the Headteacher

HIRING CONDITIONS

1. In these Conditions:

(a) 'The Owners' means the Governors of the above mentioned School, and 'the Agent' means the Headteacher.

(b) 'The Hirer' means the person signing the application from and in addition any organisation for whom he is stated in such form to be acting. The liability under the hiring agreement of such person and such organisation shall be joint and several.

2. Not more than the number of persons stated in the application form shall be allowed in the School premises at any one time.

3. Use of the School premises or the relevant part thereof and entry thereto is limited to the purposes and times stated on the application form and no sub-letting is permitted.

4. The Hirer is responsible for and shall indemnify the Owners against all damage to the School premises and to any property on the school premises occurring during or in relation to the hiring or while persons are entering or leaving the School premises pursuant to the hire, however and by whomsoever caused.

5. The Owners shall not be responsible for any loss or damage to any property arising out of the hiring not for any loss, damage or injury which may be suffered by or be done or happen to any person resorting to the School premises during or in relation to the hiring arising from any cause whatsoever or for any loss due to any breakdown of machinery, failure of supply of electricity or gas, leakage of water, fire, government restriction, requirement of the Local Education Authority or act of God which may cause the premises to be temporarily closed or the hiring to be interrupted or cancelled and the Hirer shall indemnify the Owners against any claim which may arise out of the hiring or which may be made by any person resorting to the School premises during or in relation to the hiring in respect of any such loss, damage or injury.

6. The right at any time to enter the School premises and remain on the premises during the hiring is reserved to the Owners and the Agent and any police officer.

7. The Hirer shall ensure that good order is kept in the premises.

8. The Owners (by themselves or the Agent) may put a stop to any entertainment or meeting which in their opinion is not properly conducted or which may infringe any of the provisions hereof.

9. No bolts, nails screws, bits, pins, spikes or other objects shall be driven into the fabric or furnishings of the School premises. No articles may be fixed thereto and there shall be no structural alterations to School.
10. The Hirer shall at the expiration of the hiring leave the School premises in a clean and orderly state.
11. The Hirer shall ensure that all property brought into the premises for the purposes of the hiring is removed before the expiration of the hiring. The Owners shall not be responsible for any property left behind and reserve the right to charge extra while it is in the premises.
12. No slogans, advertisements, flags, emblems or decorations shall be displayed outside the School premises whether affixed to the same or free standing.
13. The Hirer shall remove any slogan, advertisement, flag, emblem or decoration displayed inside the school premises if the opinion of the Agent it shall be unlawful, unseemly or libellous or expose the premises to an undue risk of fire or is likely to lead to a disturbance or a breach of the peace.
14. No exits may be blocked or chairs or obstructions placed in corridors or fire appliances removed or tampered with and the Hirer shall ensure that users of the premises are aware of the locations of emergency exits and that the Hirer's staff know the location of the fire-fighting equipment.
15. Any lights or other electrical apparatus which shall be connected to the electrical installation in the premises shall be properly insulated and fused and electrical plugs and sockets shall not be overloaded. All should be fully electrically tested.
16. All the conditions attached to any music and dancing licence and any theatre licence for the School premises shall be observed. A copy of each such licence held may be seen on application to the Agent and the Hirer shall be deemed to have had notice of all such conditions.
17. All legal requirements regarding the sale and consumption of alcoholic liquor the performing of plays and the exhibition of cinematograph films shall be observed and there shall be no infringement of any copyright subsisting under the Copyright Act 1956. The Owners or the Agent shall be entitled to require proof that the provisions of this clause have been complied with 48 hours before the hiring. All legal requirements of Gaming and Lotteries legislation shall similarly be observed without infringement.
18. All scenery and costumes used for stage performances and the like must be fireproofed.
19. If the hiring includes use of the School kitchen the Hirer shall comply with such conditions as the Owners or the Agent may prescribe at the time of the hiring.
20. The Hirer shall make such provision for such Insurance cover as the Owners or their Agent may require, and shall pay all premiums due thereunder, and produce the policy or policies of insurance 48 hours before the time of the hiring.

21. Payment should be made, preferable by cheque to, 'Sutton Green Primary School', and sent to the school.

22. Insurance (public liabilities) should be shown to the school and a copy retained by the school.

HIRING APPLICATION

Sutton Green Primary School

To the Governors of the above-mentioned School and to the Headteacher their Agent.

1. I

of

hereby apply for the hire of the following parts of the premises of the above mentioned School

.....

.....

from.....am/pm on

until.....am/pm on.....

for the purpose

of.....

2. I agree to pay for such hire the following sums, namely:- £ p

Hire charge

3. Not more than 150 persons shall be allowed on the premises during the hiring.

4. I agree to observe and perform the Hiring Conditions relating to the hall whether I have in fact seen the same or not prior to signing this application. I understand that I may see a copy on application to the aforesaid and that a copy will be on the premises at the time of hiring.

5. This hiring is on behalf of

.....

whose authority I have to bind them by signing this application on their behalf.

Dated

Signed