



# **Charging, Remissions and Lettings Policy**

Date policy approved and adopted: January 2021

Signed on behalf of the Governors: Karen Armeanu

Signed by Head Teacher: Andrew Denham

Date for review: January 2022

Version 1



Standlake C E Primary school believes all our pupils should have an equal opportunity to benefit from school activities and visits (curricular and extra curricular) independent of their parents' financial means. This charging and remissions policy describes how we will do our best to ensure a good range of visits and activities is offered and, at the same time, try to minimise the financial barriers which may prevent some pupils taking full advantage of the opportunities.

The 1996 Education Act requires all schools to have a policy on charging and remissions for school activities, which will be kept under regular review. The review date for this policy is recorded at the end of the document.

**1. The policy identifies activities for which:**

- **voluntary contributions may be requested**
- **charges will be made**
- **charges will not be made.**
- **charges may be waived**

**2. Voluntary contributions**

Separately from the matter of charging, schools may always seek voluntary contributions in order to offer a wide variety of experiences to pupils. All requests for voluntary contributions will emphasise their voluntary nature and the fact that pupils of parents who do not make such contributions will be treated no differently from those who have.

***The Law states:***

If the activity cannot be funded without voluntary contributions the Governing Body or Headteacher will make this clear to parents from the outset.

No child will be excluded from an activity because his or her parents are unable or unwilling to pay.

If insufficient contributions are received, the trip or activity may have to be cancelled.

If a parent is unwilling or unable to pay their child will still be given an equal chance to go on the visit.

**3. No charges will be made for**

- a) An admission application to any maintained school
- b) Education provided during school hours (including the supply of any materials, books, instruments or other equipment);
- c) Education provided outside school hours if it is part of the National Curriculum, or part of a syllabus for a prescribed public examination that the pupil is being prepared for at the school,

- or part of the school's basic curriculum for religious education;
- d) Tuition for pupils learning to play musical instruments (or singing) if the tuition is required as part of the National Curriculum, or part of a syllabus for a prescribed public examination that the pupil is being prepared for at the school, or part of religious education;
  - e) Entry for a prescribed public examination, if the pupil has been prepared for it at the school\*;
  - f) Examination re-sit(s)\* if the pupil is being prepared for the re-sit(s) at the school;
  - g) Education provided on any trip that takes place during school hours (see 4a);
  - h) Education provided on any trip that takes place outside school hours (see 4a)
    - a. if it is part of the National Curriculum, or
    - b. part of a syllabus for a prescribed public examination that the pupil is being prepared for at the school, or
    - c. part of the school's basic curriculum for religious education;
  - i) Supply teachers to cover for those teachers who are absent from school accompanying pupils on a residential trip;
  - j) Transport provided in connection with an educational visit.

\* If a pupil fails, without good reason, to meet any examination requirement for a syllabus a charge may / will be made.

#### **4. Charges may be made for**

##### **a) Activities outside school hours**

Residential and non-residential activities (other than those listed in Section 3 above) which take place outside school hours, but only if the majority of the time spent on that activity takes place outside school hours (time spent on travel counts in this calculation if the travel itself occurs during school hours). (See Section 9)

##### **b) Residential visits during school hours**

The board and lodging costs (but only those costs) of residential trips deemed to take place during school time, However pupils whose parents are in receipt of certain benefits (see remissions policy below) will be exempt from paying the cost of board and lodging.

##### **c) Music tuition**

Music tuition for individuals or appropriate sized groups of pupils to play a musical instrument or to sing and which is not an essential part of either the National Curriculum or a public examination syllabus for all pupils.

**When any trip is arranged parents will be notified of the policy for allocating places. This should recognise that parents may not be able to pay quickly and may have to budget for the trip over a reasonable period of time.**

## 5. Optional Extras

Is a residential trip in or out of school time?

If the number of school sessions on a residential trip is equal to or greater than 50% of the number of half days spent on the trip it is deemed to have taken place during school hours (even if some activities take place late in the evening). Whatever the starting and finishing times of the school day, regulations require that the school day is divided into 2 sessions. A “half day” means any period of 12 hours ending with noon or midnight on any day.

Charges may be made for optional activities that are known as ‘Optional Extras’. Any charges made will not exceed the actual cost (per pupil) of provision

It is the policy of Standlake school that charges will (or may) be made as indicated below. Parental agreement will be obtained before a charge is made.

		<b>Remitted or help available</b> (enter your school decision here).
Charges will/may be made for any materials, books, instruments, or equipment, <b>where a parent wishes their child to own them;</b>	Eg. A clay model – a charge to cover the cost of the clay.	
Charges will/may be made for music tuition	The cost, or a proportion of the costs, for teaching staff employed to provide tuition in playing a musical instrument or singing, where the tuition is an optional extra for an individual pupil or appropriate groups pupils	
Charges will be made for the board and lodging component of residential trips	The charge will not exceed the actual cost	Remission for category A (see below)

## 6. Remissions

In order to remove financial barriers from pupils, the governing body has agreed that some activities and visits where charges can legally be made will be offered at no charge or a reduced charge to parents in particular circumstances. This remissions policy sets out the circumstances in which such charges will be waived.

## 7. Families qualifying for remission or help with charges.

If remission or help is available in relation to a particular charge it is indicated in the right hand column of the table above. Children entitled to Free School Meals will qualify for remission.

## Category A

Parents (in 2012\*) do not have to pay for school lunches if they receive any of the following:

- Income Support
- income-based Jobseeker's Allowance
- income-related Employment and Support Allowance
- support under Part VI of the Immigration and Asylum Act 1999
- the Guarantee element of State Pension Credit
- Child Tax Credit, provided they are not entitled to Working Tax Credit and have an annual income (as assessed by HM Revenue & Customs) that does not exceed £16,190 (at 2011/12\*)
- Working Tax Credit 'run-on' - the payment someone may receive for a further four weeks after they stop qualifying for Working Tax Credit

\*Update criteria and figures at

<http://portal.oxfordshire.gov.uk/content/public/LandC/Resources/CFM/Eligibilityforfreeschoolmeals.pdf>

## 8. Is a school visit in or out of school time?

When any visit is arranged, parents will be notified of the policy for allocating places. If the number of school sessions on a school 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 school hours (even if some activities take place late in the evening). Whatever the starting and finishing times of the school day, regulations require that the school day is divided into 2 sessions. A "half day" means any period of 12 hours ending with noon or midnight on any day.

## 9. Additional considerations

The governing body recognises its responsibility to ensure that the offer of activities and educational visits does not place an unnecessary burden on family finances. To this end we will try to adhere to the following guidelines:

- Where possible we shall publish a list of visits (and their approximate cost) at the beginning of the school year so that parents can plan ahead
- We have established a system for parents to pay in instalments
- When an opportunity for a trip arises at short notice it will be possible to arrange to pay by instalments beyond the date of the trip
- We acknowledge that offering opportunities on a 'first pay, first served' basis discriminates against pupils from families on lower incomes and we will avoid that method of selection.

## LETTINGS

The use of the school premises both during and outside of school hours is under the control of the governing body subject to any directions that are given to the Authority (e.g. concerning the availability for community use) and other statutory requirements. Governors are responsible for hiring procedures, arrangements and conditions. They must ensure they incorporate all the advice, guidance and requirements of the Eynsham Partnership Academy in order to safeguard users, buildings, equipment and sites and cover the legal liability of the governors and the Eynsham Partnership Academy in the event of accident or damage. Failure to do so may result in governors being liable for claims.

No lettings will be made to children under the age of 18.

No lettings will be made to any organisation with an unlawful or extremist background.

If the lettings activity is aimed at children mandatory DBS checks will need to be taken and the organisation will need to have up to date safeguarding policies and procedures.

Sub-letting to another person or organisation is not permitted.

Governors must ensure that the area and any furniture or equipment being hired is in a suitable condition for use by the hirer. It should be made clear what is or is not available for use.

The Governing body must ensure, as far as is reasonably practicable, that there are no risks to health and safety. This duty extends to the rooms or pitches being hired, corridors, staircases and paths used to access the premises and the accommodation, toilets, furniture and equipment used. The procedures adopted by the school for the safe hire of premises and use outside school hours should be outlined in the School's Health & Safety policies and procedures.

If the accommodation is to be used at night, suitable fire exit and emergency lighting to escape routes must be in place to allow users to evacuate safely.

All areas that are hired must be accessible to people with special needs and disabilities. This includes access to an adapted toilet. It is illegal to discriminate against disabled people in the provision of non-educational services. Governors must ensure that this forms part of the School Access Action Plan.

For every hire the hirer must complete, sign and retain a copy of a hire form and be given a copy of the full conditions of hire.

**All hirers must be given written details of emergency arrangements (including means of escape) and details of the location of an available telephone. Governors are responsible for the security of school premises when they are hired out to other users. Keys must not be given out to hirers. The school must be locked/unlocked by an employee or a Governor. The Council's Insurer requires that we keep the issue of keys to a minimum. An agreement form for hirers is used by the school so that the lettings key remains only with Governors or Standlake employees.**

Any entertainment, public assembly or liquor license required will need to be obtained either by the school or the hirer.

No smoking is allowed in any area of the school premises and this must be made clear in the hire agreement.

### **Insurance**

All hirers must be covered by public liability insurance with indemnity up to £5,000,000.

### **Charges**

Governors may fix whatever charge they consider is appropriate for hire. At Standlake CE Primary School each letting will be decided on its own merit and charges made accordingly. However, Governors should bear in mind the additional heating, lighting and cleaning costs associated with an out of school hours activity as well as any overtime payments to caretakers. It is advisable that a hiring charge should at least cover these additional costs. The Authority has developed a spreadsheet to help schools identify their estimated costs when hiring parts of their accommodation. A copy of this is available from Planning & Development.

The delegated School budget cannot be used to subsidise community use so non-school use must be self-financing.

Governors can chose to subsidise certain users as long as higher charges to other users will compensate. In adopting a subsidy policy, governors should ensure that the basis for subsidy is reasonable and fair and that the reasons for why a particular group or groups are being subsidised is readily understandable and consistent with the Governor's agreed policy.

Lettings bookings are made through the Headteacher. The Office Administrator prepares invoices for all lettings. One-off style lettings are charged in accordance with this policy and VAT procedures will be followed in accordance with the Eynsham Partnership Academy VAT manual. Payments are sent directly to the school office and signed as received and correct by the Headteacher. This is recorded as school income into the lettings budget account on the computer and receipts are issued.

All income generated from the hire of premises will be retained fully by the school.

### **Kitchen**

If equipment or fittings are damaged by the hirer, or the area is not cleaned properly, the ability of CFM (or other providers) to provide schools meals to the contract service specification will be impaired and additional costs will be incurred. Any additional costs will be charged to the school. The school will wish to pass these on to the hirer, but must ensure that this condition is included in the conditions of hire.

### **Hire of Playing Fields**

This should be treated in the same way as the hire of any part of the school. Governors and Schools must ensure that the pitches are properly maintained and are in a suitable condition for the purposes of the hire. Suitable changing accommodation for sporting activities should be made available as part of the hire agreement.



**Use by Parish Councils**

The Local Government Act 1972 (Part IV Section 134) allows a parish council to use a suitable room in school premises maintained by the Education Authority free of charge at all reasonable times.

Rooms may be used at schools for parish or parish council meetings, provided there is no interference with their use for educational purposes. Any additional costs incurred by the governing body for heating, lighting and caretaker's overtime, and costs of repairs to any damage, can be charged to the parish council.

**After School Clubs and Activities**

If organised and run by another body/individual, governors are advised to enter into a formal hire agreement or to take legal/valuer advice to enter into a transfer of control agreements. In most instances' schools are advised to treat them as hire arrangements. A hire agreement should not be longer than a term at a time and must include full conditions and a signed hire form even if no charge is made.

