

Luttons Community Primary School

Policy on Charging and Remissions



Our Mission Statement

Together we care, learn and grow

Our aim is to

Nurture, support and mentor everyone as they strive for excellence

LUTTONS COMMUNITY PRIMARY SCHOOL CHARGING AND REMISSIONS POLICY

This document reflects the school's mission statement: **'Together we care, learn and grow'** and provides a framework for the creation of a happy, secure and orderly environment in which everyone can work.

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 School's Finance Committee and will be adjusted in line with any new Government or Local Authority recommendations. It sets out the School'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 School or any School activities and the School 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 school 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 School-based extra-curricular activities should be free or very low cost. The School will do its best to offer assistance or remission of charges in any case where there is hardship.

For activities during normal School 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 School funds, parents will not be made to feel pressurised into paying as it is not compulsory. Charges and contributions should cover the anticipated costs.

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 School 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 School 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 School 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 School 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.

Nursery charges

3-year-old pupils are welcomed at Luttons with their 15 hours of free funding or part of their extended entitlement. Should parents/carers choose to use dual providers, the chargeable cost per hour is £4.00 per child.

Activities and Visits

If the number of School 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 School hours (even if some activities take place late in the evening). Whatever the starting and finishing times of the day, regulations require that a school 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 School hours. Activities during normal School hours may only involve a request for a voluntary contribution; parents may be charged an amount to cover the costs incurred to the School for activities mainly taking place outside of School 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 School 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 School 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 School sessions. Students whose parents are receiving the benefits should not be prevented from taking part in any School activity or trip that is open to other students.

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 School 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 School 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 School 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 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 school 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

The School may decide from time to time to run a Breakfast Club depending on the needs of the pupils and their parents/carers. Fees are payable for the school's Breakfast Club.

LETTINGS

Scale of charges

Dining Hall £15 per session

School Hall £15 per session

A session being a morning (9-12) or afternoon (1 – 4pm) or evening (any 3 hours)

Any additional cleaning or caretaking work will be charged for at least one hour at £38

Photocopier charges

We ask for a donation to the School Fund.

Lettings Policy

The Governing Body of Luttons CP School is committed to ensuring the efficient use of the school'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 school 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 in April 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 Chair 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 LA maintains insurance cover for liabilities incurred by Governors 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 is permitted by any individual on the school premises. No Alcohol may be consumed on the school premises without the express, written permission of the Governing Body.

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

Where hirers use equipment that is the property of the school or catering contractor the Headteacher / Contractors representative 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 school.

24 hour's notice to be given for any cancellation or change of timings. The full charge may be levied if this is not adhered to.

APPLICATION FOR HIRE OF EDUCATIONAL PREMISES OR GROUNDS.
 (Including Kitchens)

School

Name of Applicant or Organisation.....
 (In CAPITAL letters)

Name and address for correspondence

.....

Purpose for which letting is requested

Dates and times of proposed letting:

Day	Date	Month	Year	From am/pm	To am/pm
1.					
2.					
3.					

Accommodation requested (specify)	£	p
Equipment(specify)		
Caretaking and Cleaning		
Catering Services		

Hiring for a series of dates, not exceeding one school term
Dates and times of proposed letting: From.....am/pm to
Ondaydate
Until.....daydate(inclusive)
For..... (number of occasions)during the Autumn/Spring/Summer Term

I /we agree to pay the Governors' charge on demand and that use of accommodation shall be in accordance with the conditions given.

Signed Date

Position in Organisation

Conditions relating to Letting of Educational Premises, Grounds and Kitchens

Hirers will be held responsible for any damage to premises, property, equipment or loss which occurs during or as a result of their use.

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.

The Authority has insurance cover for liabilities which occur in school 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 and the Authority will not be responsible for any claims which may arise as a result of negligence on the part of the hirers or their supervisors.

The School reserves the right to cancel letting arrangements, without notice if necessary. This will be done only in exceptional circumstances, in the event of premises being required for a statutory purpose, e.g. an election. Use of the grounds may, however, be cancelled by the Headteacher at any time should he/she consider that they are unfit for use.

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

Kitchen – a high standard of hygiene must be adhered to at all times and the kitchen and equipment must be left in as hygienic a condition as after normal use by the catering service.

The hirers or outside caterers must not use catering foodstuffs, crockery or other light equipment or cleaning materials belonging to the school or its contractor(s).

Charges

Value Added Tax has to be added to the lettings charges when facilities are used on a casual basis, unless the whole session of lettings is booked in advance for at least three calendar months, covering a minimum of ten individual dates at not less than fortnightly intervals and on the basis that the lettings charges will be paid whether or not use takes place on a particular date.

Charges for lettings will be reviewed annually by members of the Finance Committee and will be in line with those in the North Yorkshire County Council Schools' Finance Manual. Lettings will be based upon the following principles:

- (i) the School'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; and

- (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 School 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 School's premises, including those for which no charge is made, shall be documented by the School's Secretary. 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.

In arriving at the charges for lettings and hiring of the premises, the School will use the following principles:

- (i) statutory users will be charged an amount commensurate with the costs incurred to the School
- (ii) designated users will be charged no more than the cost incurred
- (iii) private users will be charged in line with the Charging and Remissions Policy to enable income generation that can contribute towards wear and tear incurred and the replacement of furnishings/equipment, enabling the sustainability of lettings and hire
- (iv) there will be parity of treatment for similar users
- (v) overall, the cost of letting School facilities should be recovered from users.

For the purpose of charging, the Governing Body, Headteacher, or member of staff to which this duty is suitably delegated, will be empowered to determine to which group any particular individual or organisation belongs. The basis of charging will be determined by the purpose for which a letting is arranged as per the Local Authority's guidelines.

The Governing Body reserves the right to require a deposit over and above the hiring charge as provision against damage to the premises (including any equipment) or the premises being left in an unacceptable condition, necessitating additional costs for cleaning, caretaking or other expenses.

The School will seek to recover any costs incurred which were unavoidable and resulted directly from a cancelled letting.

The School will not always employ a continuous caretaking presence during lettings, but the Governing Body reserves the right to insist upon this where the nature of the hiring may leave the School vulnerable to theft or damage.

The Governors will review and update the lettings and room hire charges each year. Increases will take account of the rise in caretaking staff pay and any other relevant, inflationary rises of which the School is informed by the Local Authority or supplier of a service relevant to the letting.

The School's Governing Body will be mindful of their responsibilities in safeguarding the School 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. The Governors will

Charging and Remissions Policy
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not normally extend credit for lettings. However, the School may allow the extension of credit to local organisations and individuals where they are satisfied that these are creditworthy. The School reserves the right to withdraw credit facilities where prompt payment is not received. In all cases, where credit is extended, an official invoice will be issued.

Value Added Tax

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