

FIVE RIVERS Multi Academy Trust



Charging and Remissions Policy

Policy start date: January 2017

Policy amended: June 2017

Policy review date: June 2018

Introduction

All education during school hours is free. The academies comprising Five Rivers Multi Academy Trust do not charge for any activity undertaken as part of the National Curriculum.

1. Admissions

There is no charge for admissions.

2. School meals

There is no charge for children who are entitled to free school meals or infant free school meals. Pupils who are not entitled to free school meals will be charged a set amount per term decided by the Academy Trust.

3. Public examinations

There is no charge for examinations that are part of the curriculum and are on the academy's set examinations list, where children have been prepared for the examinations by the academy. However, if the pupil fails, without good reason, to meet an examination requirement, the academy may recover the fee incurred from that pupil's parents. This includes re-sits. There is no charge for examinations that are not on the set list, but have been arranged by the academy.

4. Activities that take place during school hours (this does not include the break in the middle of the school day)

There is no charge for activities during school hours, with the exception of music tuition (**section 9**). There is no charge for transport during school hours to academy-organised activities.

We may charge for:

- books and ingredients/materials that the parent wishes the child to keep, e.g. food products, models containing electrical components or batteries. The school will inform parents prior to these activities, giving them the choice to pay for materials or purchase their own materials for the activity;
- optional extras (**section 5**);
- music or singing tuition (**section 9**);

5. Activities that take place outside school hours (non-residential)

There is no charge for activities that take place outside of school hours when they are:

- part of the set curriculum, including sports matches against other academies;

- part of the syllabus for a public examination for which the pupil is being prepared by the academy;
- part of the academy's basic curriculum for religious education.

Under normal circumstances, extra-curricular clubs which are supervised by members of the school staff are without charge.

Where external coaching staff are employed to supervise clubs, a charge may be made to offset some or all of the cost to the school.

Optional extras

The Trust may charge for optional extras. Optional extras are:

- education provided outside of school time that is **not**:
 - a) part of the National Curriculum;
 - b) part of a syllabus for a prescribed public examination for which the pupil is being prepared at the academy;
 - c) part of religious education.
- examination entry fee(s) if the registered pupil has not been prepared for the examination(s) at the academy;
- transport other than that taking the pupil to an academy or to other premises where the Trust has arranged for the pupil to be provided with education;
- board and lodging for a pupil on a residential visit.

The cost of optional extras

The Executive Leadership Team will decide when it is necessary to charge for optional activities. The levels of charge will be set annually by the CEO. If applicable, these charges, will be published on the academy's website and appended to this policy.

Any charge made, in respect of individual pupils, will not exceed the actual cost of providing the optional extra activity, divided equally by the number of pupils participating. In no circumstances will there be an element of subsidy for any pupils, wishing to participate in the activity, but whose parents are unwilling or unable to pay the full charge (**see section 10**).

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;
- non-teaching staff;
- teaching staff engaged under contracts purely for the provision of the optional extra, including supply teachers engaged specifically to provide the optional extra;

- 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.

Participation in any optional extra activity will be on the basis of parental choice and a willingness to pay the charges. The academy will require the agreement of parents before organising the provision of an optional extra where charges will be made.

6. Activities that take place *partly* during school hours either on or off site

Where the majority of a non-residential activity takes place during school hours the charging of the activity will be the same as is outlined in **section 4**.

Travelling time is included in time spent on the activity.

In cases where the majority of a non-residential activity takes place outside of school hours, the charge cannot include the cost of alternative provision for those pupils who do not wish to participate. No charge will be made for supply teachers to cover for those teachers who are absent from an academy accompanying pupils on a visit.

In this case the charging of the activity will be the same as is outlined in **section 5**.

7. Residential activities

Each year the academy may organise an annual residential visit for Year 6 children. The cost of this trip reflects the charges placed on the academy by the provider, along with any additional transport costs and the cost of entry into any additional activities.

While the central focus of these trips is educational, it is neither part of the National Curriculum nor is it compulsory for children to attend.

For those children who choose not to attend, for any reason, suitable and appropriate educational provision is made within school during that period.

The academy will seek sponsorship to assist with the overall costs and reduce these on an equitable basis, dependent on the monies raised.

Currently we undertake to reduce the cost of the trip by 25% for children of families on certain forms of income support or, in special circumstances, such as multiple siblings, to enable them to take part. This is stated clearly on letters and is dealt with discreetly and in

confidence by the Head of School/Principal. Parents will be given the option of a payment plan to spread the cost of the residential visit.

In respect of residential visits, the Trust will not charge for:

- 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, or part of a syllabus for a prescribed public examination for which the pupil is being prepared at the academy, or part of religious education;
- supply teachers to cover for those teachers who are absent from an academy accompanying pupils on a residential visit;
- travel costs where the residential activity is classed as being within school hours;
- residential activities that take place during school hours.

The Trust will charge for:

Board and lodging

For any visit organized by the academy, where there may be a cost for board and lodging, parents will be informed of this before the visit takes place. We will charge anything up to the full cost of board and lodging on residential visits, whether it is classified as taking place during school hours or not. The charge will not exceed the actual cost. **Parents who can prove they are in receipt of certain benefits may be exempt from paying this cost** (see **section 12** for more guidance on remissions).

Travel

Travel charges may apply when the residential activity takes place outside school hours. The amount charged will be calculated to cover the unit cost per pupil. These charges may not apply to those pupils entitled to remissions, but no other pupils will be charged extra to cover those costs.

Activities

The academy may charge for residential activities that fall **outside** school hours (**see section 5**).

8. Swimming

The academies organise swimming lessons for children during Year 4. Lessons take place in school time and are part of the National Curriculum. Currently, we do not ask for a voluntary contribution to cover the cost of transport to and from the pool, provision of a lifeguard/specialist teacher or the hire of the pool itself.

9. Music tuition within school hours

Five Rivers Multi Academy Trust follows government legislation that states that all education provided during school hours must be free, however, music tuition is an exception to this rule.

Charges may be made if the teaching is **not** an essential part of either the National Curriculum or a public examination syllabus being followed by the pupil(s), or, the first access to the Key Stage 2 Instrumental and Vocal Tuition Programme (Wider Opportunities). The academy may charge for teaching requested by parents and delivered by specialist tutors. This teaching may be given to either an individual pupil or a group of any appropriate size and relates to musical instruments or to singing. The cost of these lessons may depend on the size and duration of the lesson as well as the type of instrument.

The academy will not charge if the music tuition is part of the National Curriculum or public examination syllabus being followed by the student. This includes instruments, music books and exam fees.

All children study music as part of the normal school curriculum, including whole class tuition for instruments. The academies comprising Five Rivers Multi Academy Trust do not charge for this.

Five Rivers Multi Academy Trust is dedicated to ensuring equal opportunities for all pupils, including access to specialised music tuition, therefore charges made for music tuition within school hours will be remitted for pupils on free school meals (not counting UIFSM).

10. Extended services

Five Rivers Multi Academy Trust is dedicated to providing a well-rounded and extensive education for our students which includes a wide range of extra-curricular activities (extended services). Extended services enable our academies to provide:

- high-quality learning opportunities either side of the school day;
- ways of intervening early when children are at risk of poor outcomes;
- ways of increasing pupil engagement;
- ways of improving outcomes and narrowing gaps in outcomes between different groups of pupils;
- a breakfast club service.

The total charge will not exceed the cost of providing the activity and no parent will be asked to subsidise others.

11. Damage to property and breakages

Where academy property has been wilfully or recklessly damaged by a student or parent, the academy may charge those responsible for some or all of the cost of repair or replacement.

Where property belonging to a third party has been damaged by a pupil, and the academy has been charged, the academy may charge some or all of the cost to those responsible. Whether or not these charges will be made will be decided by the Principal/Head of School/Head of School and dependent on the situation.

12. Remissions and concessions

The academy will give consideration to the remission of charges to parents or carers who receive the following support payments:

- Income Support;
- Income based Job-seekers Allowance;
- Child Tax Credit (where the person is not receiving Working Tax Credit as well);
- Support under part VI of the Immigration and Asylum Act 1999;
- Guaranteed Element of State Pension Credit;
- Income related employment and support allowance.

Children of families who receive these payments are also entitled to free school meals.

Parents who are eligible for the remission of charges will be dealt with confidentially.

The Principal/Head of School will authorise the remission of charges.

The academy may choose to subsidise part or all of the payment of some charges for certain activities and pupils, and this will be determined by the Principal/Head of School.

13. Voluntary contributions

The Academy Trust may ask for voluntary contributions to the academy for general funds and/or to fund activities that will enrich our pupils' education.

In any case, where an activity cannot be afforded without voluntary funding, this will be made clear to the parents by the academy. If the activity is cancelled, all monies paid will be returned to parents.

There is no obligation for a parent or carer to make any contribution and the academy will in no way pressure parents to make a contribution.

14. Inability or unwillingness to pay

Fiver Rivers Multi Academy Trust is committed to ensuring fair access for and treatment of all pupils, and this means ensuring that no child is excluded from an activity because the

parents or carers of that child are unwilling or unable to pay. If there is insufficient funding for an activity, then it will be cancelled.

The identity of the child or parents of the child who did not want to make the payment, or could not make the payment, will not be disclosed under any circumstances.

15. Facilities Hire

Under Section 27 of the Education Act 2002, academies have the power to provide community facilities for the benefit of families of pupils at the academy, or people who work in the locality in which the academy is situated. This includes childcare.

Specifically, the Act:

- Provides flexibility for academies to enter into agreements with other partners to provide services on academy premises;
- Enables academies to charge for some services;
- requires community activities to be self-financing(at least), either through alternative funding streams or charges to users;
- allows children, their parents, adults, families, clubs and businesses to be charged for participation in community activities or services arranged on school property.

Any surplus funds generated by any charges levied must be used to finance further community activities or transferred into the academy's budget share. In deciding the level of any charges to be made in respect of extended school activities, academies should take account of the fact that many facilities, equipment and staff may be shared. All costs must be fairly apportioned between the academy's delegated budget and the extended academy budget. It may be necessary to estimate the different levels of use by the academy and other groups.

The following costs must be covered:

- Heating and lighting
- Water
- Equipment and materials
- Refreshments
- Staffing
- Cleaning
- Maintenance
- Wear and tear
- Programme management and administrative support

The Trust may wish to encourage activities and services that they consider a priority, but which might not be self-financing. Activities and services that generate income can be used

to help support other programmes. Equally, charges can be subsidised for individual users of services who might be unable to pay to participate, but who could benefit from the activity or service.

See the Appendix for charges.

Signed by:

_____ **Principal/Head of School** **Date:**

_____ **Trust Director of Business Strategy** **Date:**

This policy will be reviewed on an annual basis.

APPENDIX:

TINSLEY MEADOWS PRIMARY ACADEMY: CHARGES FOR HIRE OF FACILITIES

- a) Charges are payable in advance and are normally for a minimum hire of 1 hour. Charges apply from the time the facilities are required, including preparation and cleaning on completion. A Booking Fee of £50.00 is to be lodged with the Finance Office at the time of booking. This fee is 100% refundable if there is no loss or damage and adequate notice has been given of cancellation. The decision whether or not a charge is required is made by the Principal/Head of School. Lettings should finish promptly at the agreed time. Please note that overruns will be charged at the appropriate rate.
- b) Charges are detailed below:

| Facility | Hourly rate for community use | Hourly rate for general use |
|--|--------------------------------------|------------------------------------|
| Sports Hall with the use of changing facilities App 140sq meters | £20 per hour | £25 per hour |
| Main Hall App 260sq meters | £25 per hour | £30 per hour |
| Main hall with the use of a stage App 260sq meters | £30 per hour | £35 per hour |
| Practical Room App 70sq meters | £15 per hour | £20 per hour |
| Meeting Room App 20sq meters | £15 per hour | £20 per hour |
| Creative studio App 59sq meters | £15 per hour | £20 per hour |

Benchmarking

| Company | Facility | Hourly rate | Reduced rate |
|------------------------|--------------------------|-------------|-----------------|
| Interserve (Firvale) | Sports hall 200sq meters | £26.50 | £20 for Juniors |
| St Mary's Catholic | Sports hall | £22 | |
| St Pius Rotherham | Sports hall | £22 | |
| St Mary's Catholic | Main hall | £30 | |
| Barnsley Academy | Main hall | £30 | |
| Sheffield Park Academy | Main hall | £30 | |
| Barnsley Academy | Practical room | £18 | |
| St Pius Rotherham | Practical room | £18 | |
| Sheffield Park Academy | Practical room | £18 | |
| Interserve (Firvale) | Meeting room 20sq meters | £26.50 | |
| St Mary's Catholic | Meeting room | £18 | |
| Barnsley Academy | Meeting room | £20 | |
| Barnsley Academy | Studio | £20 | |
| St Mary's Catholic | Studio | £18 | |
| Sheffield Park Academy | Studio | £20 | |

CONDITIONS OF USE FOR A LETTING

Use of academy premises for a letting must be agreed in advance and confirmed in writing by both the user and the authorised representative of the academy. The agreement will include the fee, appropriate VAT and any other charges payable. These are reviewed in advance of the second and succeeding years. It must be recognised that academy use of the premises takes priority and that there may be occasions when arrangements have to be changed (where possible these will be advised at the time agreement is reached). Formal confirmation of bookings will be made termly when academy requirements have been finalised.

If the user wishes to cancel a specific booking or set of bookings, adequate notice must be given of the cancellation. The school may charge a cancellation fee.

Standard rated VAT is payable on lettings of sports facilities unless the letting is to an academy or club that meets with the ten sessions rule and, more generally, with the full VAT regulations, in which case the lettings will be exempt from VAT. Therefore a refund for a cancellation may break the series and result in VAT being chargeable on all the lettings. Full details of the VAT regulations are available from the HMRC website in the *Internal Guidance Manual for Land and Property*, section 18.

Damage or loss of any kind sustained to the premises, fixtures and/or fittings, furniture and/or other chattels therein arising out of, or in connection with, use of the academy, shall be made good at the expense of the user within one month by the academy or, by agreement, by the user and to the satisfaction of the academy.

The users are required to make arrangements for suitable insurance cover (currently a minimum of £5 million for each and every claim for public liability) with a reputable company in respect of claims which might be made against them by a third party for accidental injury including death or accidental loss, or damage to property arising out of, or in consequence of, the letting and to cover the academy, and must produce proof of the policy before the letting is contracted.

However, if non-commercial users are unable to provide insurance cover which meets the academy's requirements, cover must be arranged through the academy's insurance for which a contribution towards the cost of the Hirers' Liability Policy equal to 3.15% of the total hire charge will be levied in addition to the hire charge itself. The user will be responsible for the first £500 of each and every property damage claim.

The charge for a letting payable by the user, includes an amount to cover payment for standard opening and closing caretaking duties and, may include additional duties if agreed prior to the letting. The user is expected to adhere strictly to the agreed times or, subject to a caretaker being available, be prepared to pay additional overtime.

It is the user's sole responsibility to control entry of all visitors at the external entrance allocated and to ensure that only those people known to them are allowed access to academy premises. The entrance and any other external doors that are unlocked must be controlled by responsible adults at all times during the period of the letting. On completion of

the letting a check must be carried out to ensure that all windows have been shut and secured, and all visitors have left the premises.

The user shall not cause or permit any nuisance or disturbance to other occupiers or users at the academy or to occupiers of neighbouring properties. The user should be aware of the appropriate action to be taken in the event of fire or other emergency. They should know where extinguishers are located and how to use them, how to obtain assistance from the emergency services and the location of fire exits.

The Health and Safety at Work Act 1974 imposes duties, not only on employers in respect of their employees, but also on persons having control over places of work or places where plant or substances are used and on anyone who by virtue of a contract has an obligation in relation to such a place. The duties are to ensure as far as is reasonably practicable, that the facilities and means of access are safe and without risk to health. Users must comply with the academy Health and Safety policy, a copy of which is available on request.

If agreement is given for the use of the academy meals facilities/canteen, KCC regulations must be observed.

All rubbish, empty containers, crates, etc must be removed from the premises by the user immediately after the letting has taken place and before the caretaker locks up. Furniture and equipment is to be left as found unless other arrangements have been agreed with the academy's authorised representative or caretaker.

The use of materials for preparing floors for dances and the wearing of shoes likely to damage floors, especially in any hall and any gymnasium, is strictly prohibited.

The premises shall not be used for any purpose other than that for which agreement has been granted nor shall any areas of, or furniture/equipment in, the academy, but not included in the letting agreement, be used without express permission; in such cases an extra fee may be payable.

The user must have written permission from the academy before arranging for alcoholic drinks to be consumed on the premises. Under the Licensing Act 2003 the users are responsible for Temporary Event Notices (TENs) to the district/borough council and local police. Alcoholic drink may not be brought onto the premises while students are present and are to be cleared from the premises when the event ends.

No public performance of a play, cinematography exhibition, public dancing, singing, music or other public entertainment of the like shall be performed in or close to the premises unless any necessary license for the same shall first have been obtained from the appropriate authority and all necessary measures taken to fulfil the conditions of the license. It may be that KCC blanket PRS (Performing Rights Society) or PPL (Phonographic Performance Ltd) Licenses will cover some situations but this aspect must be cleared in advance with the academy.

Temporary Event Notices (TENs) are required not only for any sale/supply of alcohol, but also for regulated entertainment (e.g. live and recorded music and performance of dance) and late night refreshments.

Parking is not available on the academy site during the school day. At other times, no parking which restricts the caretakers' or emergency services access will be permitted. Consideration of separating vehicles and pedestrians on site should be considered where the activity poses additional risk. Control of parking is the responsibility of the user. No responsibility can be taken by the academy for any damage to vehicles sustained whilst in the academy grounds. Vehicles are not permitted on the playing fields.

No landlord and tenant relationship shall be created.

Safeguarding Children

Hirers who are providing a service which involves the supervision of children are responsible for carrying out all recruitment and vetting checks on staff and volunteers. It is the hirer's responsibility to ensure that there are appropriate child/adult ratios and contingency arrangements are in place for the unexpected or emergencies. Hirers should be aware of their responsibilities under the Safeguarding Children and Safer Recruitment in Education guidance, a full copy of which can be found at www.everychildmatters.gov.uk.