

CHARGING & REMISSION POLICY



EXCEEDING EXPECTATIONS

This policy will be reviewed July 2024

Introduction

This policy has been formulated in accordance with Authority's guidance on charging for school activities.

Aim

The aim of this policy is to set out what charges will be levied for activities, what remissions will be implemented and the circumstances under which voluntary contributions will be requested from parents.

Responsibilities

The Governing Body of the School are responsible for determining the content of the policy and the Headteacher for implementation. Any determinations with respect to individual parents will be considered by the Headteacher.

The Governing Body recognise that the legislation prohibits charges for the following:

- 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, 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;
- instrumental or vocal tuition, for pupils learning individually or in groups, unless the tuition is provided at the request of the pupil's parents.

Voluntary contributions

When organising school trips or visits which enrich the curriculum and educational experience of the children, the school invites parents to make a voluntary contribution towards the cost of the trip. If sufficient voluntary contributions are not received, we may cancel the trip. If a trip goes ahead, it may include children whose parents have not paid the full contribution. We do not treat these children differently from any others.

If a parent wishes their child to take part in a school trip or event, but is unwilling or unable to make a voluntary contribution, we do allow the child to participate fully in the trip or activity. Sometimes the school pays additional costs in order to support the visit.

For all pupils (except nursery) an annual charge will be requested in September, which will include five or six experiences per year (three will be out of school).

Parents can pay this monthly via Parent Pay. No other voluntary contributions will be requested.

Voluntary contributions for nursery will be requested separately per trip.

Residential visits

The school organises residential visits for Key Stage 2 in school time or mainly school time which enrich the curriculum and enhance understanding and respect for differing cultures and beliefs. We make a charge to cover the costs of any entry fees, workshops, board and accommodation. The Governors have agreed to allocate part of the Pupil Premium funding to subsidise 40% of the cost of these residential visits for children who are eligible for free school meals. Any other parents who are experiencing financial difficulty are invited to speak in confidence to the Headteacher to establish whether any financial assistance can be offered.

All residential trips can be paid by instalments via Parent Pay.

As the school needs to book residential trips in advance, any deposit received from parents will be non-refundable, unless the trip is cancelled due to insufficient numbers. By paying the deposit, parents are giving authorisation for the child to attend the trip and are liable for the full cost, unless there are exceptional circumstances.

Non Educational Trips

The full cost of the trip will be paid by parents/carers wanting their children to attend.

Lettings charges

The Governing Body and Headteacher are responsible for setting charges for the letting of the school premises. The charge is based on the following:-

Energy costs

The marginal energy cost is calculated by Kirklees Council each year which the school charge.

Note: The overall aim of the marginal cost recharge is to ensure that the school does not lose or gain financially as a result of the energy used after school hours.

Caretaking costs

The marginal caretaking cost is based on the actual payment (plus employers' oncost) which is claimed by the caretaker on his/her weekly lettings overtime claim.

i) There are two categories of lettings:

Category A - Where the caretaker is required to be in attendance during the letting

Category B - Where the caretaker is not required to be in attendance but is required to open and close the building and may also be required to carry out preparation and cleaning up afterwards.

ii) **Category A Lettings Payments**

- a) Payments for these lettings are based upon the actual time the caretaker is required to be in attendance. The Caretaker should always get agreement from their Line Manager prior to doing an “A” letting.

N.B. This may not be confined simply to the hours of the letting as the time may be spent in preparation and cleaning up. Schools are recommended to issue clear instructions to caretakers as to the amount of time they will be required to be in attendance which will rank for overtime payments.

Basis of Payment

- b) The claim is for the same period as the time sheet. Category A letting payments are based on spinal column point 18 (Single Status Grade 6) with overtime enhancements paid where appropriate.
Saturdays (all day) - Time and a half
Sundays and Bank Holidays (all day) - Double time

iii) **Category B Lettings Payments**

- a) A letting is classed as a “B” letting when you are required to open/close different rooms in succession one after the other.

Basis of Payment

- b) The claim must be for the same period as your timesheet with exact times shown. The hourly rate used is based on SCP 18 (Single Status Grade 6). Caretakers will receive a minimum of 2 hours with overtime enhancements paid where appropriate. This will depend on the total number of hours you work in your caretaker post.

For **Saturday** payment is made at time and a half.

For **Sunday** and **Bank Holidays** payment is made at double time.

N.B. Caretakers salary is based on a 37 hour week.

Please see appendix 1 for terms and conditions.

Consultancy & Training

Charges are made to external agencies and other schools for training provided by the Headteacher or other senior staff. These charges are calculated on an individual basis depending on the course/training being delivered. Standard charges have been set for delivering INSET programmes to other schools and speaking at conferences. These charges are reviewed annually.

Reviewed by: Finance, Resources & Premises Committee

Date reviewed: March 2022

Appendix 1 – Lettings

1. The conditions of letting in this document are required by the Council under the powers granted by Section 40 and Schedule 13 of the School Standards and Framework Act 1998. They are without prejudice to the Council's right to require further conditions in specific instances.
2. Premises will not normally be let during the last two weeks of the main school holiday period and at other times when cleaning/refurbishing is taking place.
3. Use will not normally be granted for more than one school year at a time. Your attention is drawn to the Council's Schemes of Affiliation for Societies, Clubs, Associations and Youth Groups to the Council's Adult Education and Youth Services, details of which are available from the Council.
4. Application forms for the hire of school premises are available from the school..
5. Where the event for which the premises are hired requires an Entertainment of Stage Play Licence and where no such licence is in force, contact Licensing, Public Protection Services
6. The governors reserve the right to refuse to hire the school premises to any person or organisation for any reason whatsoever.

GENERAL CONDITIONS OF HIRE

1. In these conditions, "the Council" means Kirklees Council.

"The governors" means the governing body of the school.

"The premises" means the premises of the school specified in the application form.

"The school" means the school specified in the application form.
2. (a) In consideration of the acceptance by the Hirer of the conditions hereinafter contained and the payment of the specified fee, if any, which may be demanded in advance of letting, the governors hereby permit the Hirer to use the premises at the times specified in the Lettings Agreement.

(b) The Lettings Agreement is a contractual licence of which these general conditions of hire are a part and shall be construed accordingly.
3. The Hirer shall take good care of and shall not cause any damage or permit or suffer any damage to be done to the premises or to the fixtures, fittings, furnishings or articles thereon belonging to the Council, the governors or its licensees during occupation and shall make good any damage (including accidental damage).

4. The Hirer shall keep the Council, the governors, all persons lawfully within the premises, and all other persons who may be affected by the activities of the Hirer indemnified against all claims for damages arising from personal injuries (whether fatal or otherwise) loss of or damage to property and any other loss, damage, costs and expenses which may be suffered by the Council, the governors or other such persons as aforesaid and which arise either directly or indirectly as a consequence of the presence within the premises of the Hirer and his servants or agents provided that this indemnity shall not apply to any injury, loss or damage arising either directly or indirectly from the negligence of or breach of contract by the Council, the governors, their servants or agents.
5. The Hirer is most strongly advised to take out an insurance policy to cover the liabilities specified in Clauses 3 and 4 above. It is recommended that third party insurance be for a sum of not less than £5,000,000.
6. Neither the Council nor the governors shall be liable to the Hirer for any loss, damage or personal injuries (whether fatal or otherwise) or any other costs or expenses which arise in consequence of the letting of the premises save where such injury, loss or damage is caused by the negligence of or breach of contract by the Council, the governors, their servants or agents.
7. In the event of the premises being unavailable on the day of hire due to flood, fire strike, lock-out, act of God or any similar cause, the agreement shall be treated as frustrated. The Hirer shall be entitled to recover any monies paid in advance but shall not be entitled to recover any damages whatsoever.
8. (a) In the event of premises being required by the Council or the governors for any public purpose on any day on which it had previously been agreed that the premises were to be let, the Hirer shall be required, subject to the governors giving reasonable notice, to give them up on that day and may substitute for such engagement another day when the premises shall be available and no compensation of any kind save the repayment of any sum paid in advance shall be payable by the governors.

(b) The provision in (a) above requiring reasonable notice shall not apply if the premises are required immediately by the Council due to unforeseen circumstances such as a local or national emergency.
9. The premises must be suitable for the use intended and the use must not interfere nor conflict with arrangements made by the Council or governors for other activities.
10. The Hirer shall ensure that the group using the premises is under the control of a fit and proper person and shall ensure that there will be no interference with educational or training activities taking place on the premises.
11. The Hirer shall not permit smoking on the premises.

12. (a) The Hirer shall not, without permission, perform or permit any of the following during the period of hire:
- (i) the causing of any damage or alteration to the internal walls, structure or interior decorations of the premises
 - (ii) the display of any advertisement either on the interior or on the exterior of the premises except on notice boards provided expressly for that purpose
 - (iii) any damage to be caused to the floors of the premises by permitting the wearing of unsuitable footwear
 - (iv) the use, removal, damage or interference with any fixtures, fittings, furnishings or apparatus located on the premises except those objects which are required for the purpose for which the premises have been hired and which shall be specified to the Governors at the time of the booking
 - (v) the installation or use of any additional light or in any other way interfere with the electrical or sound reproduction equipment on the premises
 - (vi) the taking onto the premises of any object or performance of any action which, in the opinion of the governors, Chief Fire Officer of the West Yorkshire Fire Service, or the Council, represents a fire risk.
- (b) In the event of any breach of Conditions 12 (i)(a) to (f) above, the Council or the governors shall take such steps as it deems necessary to remedy the breach and the Hirer shall be responsible for any costs incurred in so doing.
13. (a) The Hirer shall be responsible for the taking out of the following when they are required:
- (i) Entertainment Licence for public dancing and entertainments;
 - (ii) Licence for a Car Boot Sale or other market.
- (b) The Hirer shall, when dances, stage plays or other public events are held, provide adequate stewarding to cover entrances and exits and to maintain order in the parts of the premises hired including toilets, cloakrooms and corridors. A minimum of four adult stewards shall be on duty during the whole period of the letting.
- (c) The Hirer shall be acquainted with the following:
- (i) the conditions of any licence granted for the purpose of the hiring;

- (ii) the fire evacuation procedures, fire escape routes, fire assembly points, fire alarms and fire fighting equipment.
- (d) When the premises are used for the purpose of a public entertainment, the Hirer shall be responsible for the security of the premises whilst emergency exits remain unlocked.
- (e) The Hirer shall ensure that the number of persons on the premises at any one time does not exceed either (i) the number prescribed in the Entertainment Licence, or (ii) where no such Licence is in force the number prescribed by the governors. The Hirer shall not, in any circumstances, issue tickets for more than the prescribed number of persons.

14. The Hirer hereby undertakes as follows:

- (a) not to use the premises or any part thereof for the performance in public of any dramatic or musical works or for the delivery of any lecture in which copyright subsists without the consent of the owner of the copyright
- (b) to indemnify the Council and the governors against all payments which the Council or the governors may have to make by reason of any infringement of copyright during the period of hire
- (c) to give a written assurance to the governors that the appropriate steps have been taken in connection with (a) and (b) above.