

The Oaks Federation



Charging and Remissions Policy

Introduction

1.1 This policy has been formulated in accordance with Cardiff County Council's guidance on charging and remissions.

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

1.3 The Governing Body is responsible for determining the content of this policy, and the Headteacher for its implementation. Any determinations with respect to individual parents will be considered jointly by the Headteacher and Governing Body.

1.4 The Governing Body acknowledges the right of every student to receive free school education and understands that activities offered wholly or mainly during normal teaching time must be made available to all students regardless of their parents' ability or willingness to help meet that cost.

1.5 This policy will be reviewed annually at the first meeting of the academic year by the Governors Finance Committee. An abbreviated version of this policy will be included in the school's information booklet, and on the school web site.

Charges to Pupils

2.1 Prohibition of Charges

2.1.1. As governors we recognise that 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 school;
- Tuition for pupils learning to play musical instruments if the tuition is required as part of the National Curriculum;
- Education provided on any trip that takes place during school hours;
- Education provided on any trip that takes place outside school hours if it is part of the National Curriculum.
- Transport provided in connection with an educational visit.

CHARGES

Music Tuition.

Parents of pupils who have music tuition whether in or out of school hours will be informed of the cost and will be billed termly. All fees must be paid in advance or the music lessons will not take place. If a pupil decides half way through the course that he/she does not wish to continue with the lessons then the fee is non-refundable. No charge will be levied if the tuition is provided as part of the National Curriculum. (Please see the Parents' music tuition agreement letter for more details.)

(b) Board and Lodging on Residential Visits.

The cost will not exceed the actual cost of the provision, and prior written confirmation from the parent is required that he/she is willing to pay the charge. At our Primary Schools we do not wish any pupil to be disadvantaged by not being able to pay.

The school will endeavour to subsidise costs should this be necessary. Parents are advised of residential visits well in advance and are given the opportunity to pay in instalments if they so wish.

(c) Cost of Activities

The schools will charge the proportionate costs for an individual child for activities wholly or mainly outside school hours ("optional extras") to meet the costs of:

- Travel and/or associated transport costs such as fuel
- Materials and Equipment
- Non-Teaching Staff Costs
- Entrance Fees
- Meals if required
- Insurance Costs

Charges will not exceed the cost of the provision and parents must agree to their child receiving any "optional extras".

(d) Damage and Breakages.

The school will charge for breakages and replacements as a result of loss or damages caused wilfully or negligently by pupils.

(e) Extra-Curricular Activities and School Clubs.

The school will endeavour to support as many extra-curricular activities as possible. However, there will be occasions when charges might be made for example, for resources, particular equipment etc.

2.3 Remissions

Governors have agreed that parents who demonstrate that they are in receipt of the following benefits will be exempt from paying the cost of board and lodging of a residential trip:-

- Income Support
- Income Related Employment Support Allowance
- Income Based Job Seekers Allowance
- Guaranteed Element of state Pension Credit
- Child tax Credit with Low Income less than £16 190
- Universal Credit The governing body may wish to remit in full or in part, the cost of other activities for parents in certain circumstances eg parents receiving working tax credit.

2.4 Voluntary Contributions

Parents will be invited to make a voluntary contribution for the following

- School Visits
- Sporting activities requiring transport
- Visits to school by e.g. musicians, theatre groups
- Breakages

The terms of any request made to parents will specify that the request for a voluntary contribution in no way represents a charge. In addition, the following will be made clear to parents:

- The contribution is genuinely voluntary and a parent is under no obligations to pay
- The continuance of an activity will depend upon voluntary contributions covering the total cost of the activity, including supply cover if necessary
- Pupils at the school will not be treated differently according to whether or not their parents have made any contribution in response to the request
- The responsibility for determining the level of voluntary contribution is delegated to the Headteacher

Voluntary contributions will be used to:

- Visits to e.g. museums, theatres etc
- Provision for hire of coaches for extra- curricular activities.
- To discreetly assist a pupils to take part in school activities where there is known hardship.

3.0 Charging for use of School Premises

3.1 The school budget cannot be used to subsidise non-school activities, and community use of the school must at least cover the cost of letting the school to community groups. The charges set by the school cover the cost of opening the school, including the cost of caretaker time and utilities.

3.2 If an activity is proposed that is of direct benefit to pupils and/or staff at the school and there is no charge for the activity then there will also be no charge for the use of hall / classroom / outside area.

If an individual or organisation wishes to charge for a club activity then a hiring charge will be agreed by the school and the club / activity organiser. This charge will be considered in relation to projected charges for the activity and the number of participants in the activity. The charge is negotiable.

Individual / organisations should complete the appropriate forms and send to the school.

Charges for the use of rooms by Cardiff Adult Education activities will be at the current recognised rate.

Example Charges to be levied are as follows:

Room Hire

Charges for hiring the hall out of school hours will be £20 per hour including VAT
Charges for hiring school rooms out of school hours such as the wellbeing room or a spare classroom will be £10 per hour including VAT.

Long term annual hiring fees for the International Schools room will be set each year with Governing Body approval and will be for 39 weeks of the year access.

In all cases, access to agreed toilets will be part of the hire.

If additional heating is required this will be charged separately.

4.0 Other Charges for External Hirers

4.1 Both schools are happy to encourage outside agencies to use the school premises particularly if it is for the benefit of our children directly and encourage health and fitness.

Greenway and Trowbridge Primary Schools

For use by external hirers only

Name of organisation:			
Contact name & address:	Post Code:		
Is this the same address to which invoices should be sent:	☐ Yes	☐ No	
Contact telephone numbers:	Home: Mobile:	Work:	
School in which accommodation is required:			
Type of accommodation required (eg hall, classroom etc):			
Is the kitchen required:	☐ Yes	☐ No If 'yes', please also complete form 4.SC.CA.011: Hire of Kitchen	
Purpose for which accommodation is required?			
Approx numbers using accommodation:	Under 18 year olds: _____ Over 18 year olds: _____		
Dates accommodation is required:	From: / / To: / / Number of weeks: _____ Or write individual dates below:		
Day(s) of the week required:	Mon ☐ Tue ☐ Wed ☐ Thu ☐ Fri ☐ Sat ☐ Sun ☐		
Times accommodation is required:	From: am/pm To: am/pm		
Period of hire (please tick):	☐ Single hire ☐ Spring term ☐ Summer term ☐ Autumn term		
Is heating required:	☐ No ☐ Yes (hours required: _____)		

Form of Agreement and Indemnity

- I agree to abide by and observe the several conditions imposed by Cardiff Council set out in this document. I undertake to pay the cost of making good any damage that may occur whether to buildings, fixtures, furniture, piano, apparatus, playground or otherwise and howsoever caused by reasons such as hiring. I also agree to indemnify Cardiff Council against all claims arising from accident or any other cause or causes in connection with the use of school premises under this hiring, including any claim by a third party in respect of any loss to any premises during the hiring in respect of any loss or damage, injury or accident whatsoever.
- This application does not constitute an approval of use until an official permit of authorisation is received by the hirer.
- All hirers are reminded of Regulation 18, that for their own protection they **must** obtain public liability insurance, insuring themselves against claims from other members of the public.
- Two days notice of cancellation must be given in writing to the caretaker of the school; otherwise the hirer will be responsible for full payment. No cancellation or any rearrangement of sessions will be allowed in respect of VAT exempt hiring's of sports of physical recreation facilities, hired for that purpose, except in the event of the unforeseen unavailability of the facility.
- Any invoices must be settled on demand and non-payment within one month of the date of issue may result in future agreements becoming void and the hiring terminated. Invoices for termly bookings are issued at the end of each term and are subject to payment immediately.
- **This form should be completed and returned to the school at least fourteen days before the first date of hiring.**

The organisation MUST have public liability insurance cover, please give details and attach a copy of the insurance certificate	Name of Insurance Company: _____ Policy Number: _____ Policy Certificate attached ☐ Yes
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Where the purpose of hire will include use of the premises by under 18 year olds/vulnerable adults, have you ensured that all persons connected to the hire over 16 have submitted a criminal records disclosure form to the Criminal Records Bureau?	☐ Yes ☐ No For the hire to proceed you <u>must</u> provide the following information: • Name of each individual over 16 • The disclosure number of each individual over 16 • The disclosure dates • The Registered Body Please use an additional sheet of paper if necessary.
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Signature of applicant:	
Name of applicant:	
Address if different from above:	
Date of application:	

Regulations for hiring Cardiff Council school premises:

1. Premises will not be available for hours included in the school timetable Unless agreed with the Governing Body), or for any purpose which shall interfere with the educational work of the school, or can be reasonably considered a cause of nuisance or annoyance to the neighbourhood.
2. Any application may be refused without reasons being given.
3. Meetings that interfere with the work of any Lifelong Learning classes/sessions may be terminated at once on grounds deemed to be satisfactory by the Director for education or his representatives whose decision will be final.
4. The hirer shall undertake to pay Cardiff Council the cost of making good any damage or injury that the property of this Council may sustain during occupation. Any breakages must be reported to the Headteacher or the Director for education.
5. Occupation shall not commence until the agreement form has been signed and a permit issued to the hirer.
6. Power of sub-letting shall not be granted to the user.
7. No meetings shall normally continue later than 10.00pm. Users must adhere strictly to the times given on the official permit and vacate the premises on or before that time.
8. No desk or fixed furniture that may be in the school shall be interfered with nor shall any furniture or apparatus be introduced to the premises without the sanction of the Director for education. In certain schools seating for adults is not provided and parties using the premises must make their own arrangements as to chairs or seating. Such seating must be removed after the hire as not to interfere with the caretaker in preparing rooms for the school's own use. Furniture must be replaced by the hirer in the situation in which it was found. Standing on seats, furniture, and window sills etc is not permitted. Fittings, fixtures or heating arrangements of the premises shall not be used or altered without the sanction of the Director for education.
9. Premises must be left clean and tidy after use.
10. No intoxicating liquors shall be allowed on the school premises, unless by special arrangement with the Headteacher or Director for education.
11. Smoking is not permitted on school premises.
12. Rooms reserved for staff will not be available for hire. When a school or part of it is closed for the day in consequence of the prevalence of infectious diseases, industrial dispute, building work, damage to the premises or services, use as a polling station or any other cause, it may be closed with or without notice during the said period to all users.
13. Occupation of any room shall not exceed the permitted number of seating or standing places as approved by the Fire Certificate on the premises.
14. The charge made for the use of rooms or halls is inclusive of all payments to the caretaker.
15. It shall be the duty of the caretaker to see that no room is used without the authority of the Director for education.

16. All meetings must be open to inspection by any person authorised by the Director for education and the police in the case of public meetings.
17. Normally no private hire, except for religious meetings shall be taken for use on Sundays.
18. The hirer shall make provision for public liability insurance with a minimum liability of £5million, and shall pay all premiums due and will be required to submit a copy of the policy document with the booking form.
19. Where the purpose of hire will include use of the premises by under 18 year olds/vulnerable adults, the hirer will ensure that all persons over 16 present in connection with the hire will have valid DBS certificate. Sight of disclosure certificates will be required at the time of booking.
20. The conditions of use shall include other restrictions, conditions and other matters as may be required by the appropriate authorities including licensing of plays and music, food hygiene, fire regulation, music, dancing and the consumption or sale of liquor.
21. School pianos may be available in connection with the letting but application must be made in advance to the Headteacher and usage may incur an additional charge.
22. The Council accepts no liability for vehicles parked on the playground.
23. School kitchens are the property of Cardiff Council and use out of school hours is at the discretion of the Director for education. Applications must be made on form 4.SC.CA.011 and usage may incur an additional fee set by the Catering DSU.
24. The hirer shall ensure that users of the premises (his/her party) are aware of the location of emergency exits and the location of fire fighting equipment prior to the commencement of the hire.
25. The Governing Body of the school is responsible for setting charges and the hirer will be invoiced for each usage accordingly.
26. Users wishing to have heating provided outside of heating periods will be required to pay for the cost of the heating.
27. Facilities designed or adapted for playing any sport or taking part in physical recreation will be subject to VAT at the standard rate unless:
 - a) the facility is hired for a purpose other than for playing any sport or taking part in physical recreation, or
 - b) the hire is for a continuous period of over 24 hours, or
 - c) the hire consists of a block booking for ten or more sessions and complies with rules set out by HM Revenue and Customs.
28. Where the premises are required during holiday periods it is important to give as much notice as possible to allow the caretaker time to make suitable arrangements. You should note that the Council has agreed with the Caretakers' Trade Unions that a minimum period of notice of 10 days will be given to the caretaker if he is required to work overtime. It is important that this form is received in good time so that we can conform to the agreed notice.