



# Charging and Remissions / Schools Letting and Debt Recovery Policy

Date of approval: February 2018

Review date: February 2019

Staff lead: Headteacher

Link governor: Finance Committee

# **Charging and Remissions Policy**

## **Aim**

The aim of this policy is to set out what charges will be levied for school activities, external lettings and extended school provision, what remissions will be implemented and the circumstances under which voluntary contributions will be requested from parents. Guidance is based on the Education Act 1996: Sections 449-462. The policy also outlines the conditions of hiring the school hall by outside organisations and the relevant documents to be completed. The debt recovery policy is incorporated within this policy outlining the procedure for recovering debts from parents or those who let the school premises.

## **Responsibilities**

The Governing Board 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 jointly by the Headteacher and/or Governing Board.

## **Definitions**

*Community Facilities* – activities which the governors do not feel is of direct educational benefit to children at the school.

*Extended school provision* – provision of childcare outside the standard school day where it is optional as to whether the child attends.

*External Lettings* – letting to an organisation other than the school.

*Remission* – where a charge is not payable, either in full or in part.

*Sinking Fund* – a reserve put aside over a number of years to pay for major maintenance or renewal costs.

## **Prohibition of Charges**

The Governing Board of the School 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;
- tuition for pupils learning to play musical instruments if the tuition is required as an essential part of the National Curriculum, or part of a syllabus for a prescribed public examination syllabus being followed by the pupil, or the first access to the Key Stage 2 Instrumental and Vocal Tuition Programme (Wider Opportunities);
- entry for a prescribed public examination, if the pupil has been prepared for it at the school;
- 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, or part of a syllabus for a prescribed public examination that the pupil is being prepared for at the school, or part of the schools basic curriculum for religious education;
- Supply teachers to cover for those teachers who are absent from school accompanying pupils on a residential trip;
- transporting registered pupils to or from the school premises, where the local education authority has a statutory obligation to provide transport;
- transporting registered pupils to other premises where the governing Board or local education authority has arranged for pupils to be educated;
- transport that enables a pupil to meet an examination requirement when he has been prepared for that examination at the school;
- transport provided in connection with an educational trip

## **Charges**

The Governing Board have agreed to the following charges:

- a) Board and lodging on residential visits (not to exceed the costs).
- b) Individual or group tuition in the playing of a musical instrument - the charge will be £2.75 per week per instrument. Concessions for low income families (those entitled to pupil premium) a 50% reduction. September 2018 this charge will increase to £3.25 per week per instrument.
- c) Breakages and replacements as a result of damages caused wilfully or negligently by pupils – at Headteacher’s discretion.
- d) Extra-curricular activities and school clubs – school clubs are free of charge, external providers set their own charges.
- e) Letting of the school premises or grounds – The charge will be £20 per hour, or part thereof, plus the cost of employing Senior Site Technician for opening premises.
- f) Extended school care activities such as breakfast club, after school club, holiday clubs and “wraparound” nursery provision.

### **Before and After School Club Price List – as at September 2017**

#### **Breakfast Club**

7.30am – 9.00am

£4.00 with breakfast

#### **After School Club**

Half session until 4.45pm

£4.00

Full session until 5.45pm

£6.00

## Wraparound charges – Nursery for 2 and 3 year olds from September 2017

• Morning session	9.00am – 12.00pm	£14.10
• Lunchtime session (care only)	12.00 – 12.30pm	£2.35
• Afternoon session	12.30 – 3.30pm	£14.10
• Extended afternoon	3.00 – 3.30pm	£2.35

If a child has a holiday or is off ill during an academic year, the full cost of the session will be charged to retain their place.

(g) Charges for materials or ingredients where the pupils wish to have the finished product – at Headteacher's discretion.

Consideration also needs to be given to:

- The proportion of the costs recovered where a charge is to be made.
- Whether any remission is to extend beyond the statutory minimum.
- Whether or not special consideration is to be given to hardship cases not contained within the exemptions and how this is to be determined.
- Arrangements for education where the parents fail to pay the charge being levied by the school.
- The level of support from the school budget where the level of voluntary contributions is insufficient to fund the visit or journey.
- The maximum amount that can be used from the school's budget to support community facilities is the amount of the school standards grant allocation.
- Any charge for a pupil activity should not exceed the actual cost. If further funds need to be raised to help in hardship cases, this must be voluntary.
- For lettings, the charge should at least cover the cost, including:
  - Services (heat & light)
  - Staffing (security, caretaking & cleaning)
  - Administration
  - Wear & tear (sinking fund)

## Remissions

Children who are in receipt of Free School Meals and/or Pupil Premium are eligible for a range of funding, which includes:

**\*Outdoor Education Residential Visits** (fully funded)

**School uniform** (partially funded)

**\*Education visits** (fully funded)

**Music tuition** (partially funded)

**\*only available to pupils currently in receipt of Free School Meals**

The relevant support payments, which entitle your child to Pupil Premium, include:

- Income Support
- Income Based Job Seekers Allowance
- Income Related Employment and Support Allowance
- Child Tax Credit **but not** Working Tax Credit and the household income (as used by HMRC to assess tax credits) is not more than £16,190. **Please note:** anyone eligible for Working Tax Credit, or if you have a partner and they receive it, regardless of Income, you will not qualify
- The Guarantee element of State Pension Credit (from 30th April 2005)
- Support under part VI of the Immigration and Asylum Act 1999
- In receipt of the 4 week run on of working tax credit (this is where someone becomes unemployed or reduces their hours and so is no longer entitled to working tax credit but will continue to receive it for a further 4 weeks and is entitled to free meals during that time)
- Universal credit

## School Lettings Policy

### Statement by the governing Board

We are happy to consider the use of the School's premises outside normal school hours for extra-curricular and social functions. Each application will be viewed on its individual merits and consent will be given where the proposed use is not in conflict with the interests and policies of the School, or contrary to normal social and moral standards.

We recognise the invaluable contribution of the PTFA (Parent, Teacher and Friends Association) towards the school's budget, hence use for social or fundraising events by or on behalf of the PTFA will normally be permitted without charge. Use by other individuals or bodies would be dealt with as laid out in the School Lettings Policy and Charging and Remissions Policy, and a reasonable charge made where appropriate.

To avoid this falling as a burden to teaching or other staff, those who use the School premises are expected to leave them in at least as tidy a condition as they found them. Smoking is not permitted on the School premises at any time.

Use of the School Sports Facilities by organisations or individuals will also be considered. Again, the proposed use must not be contrary to the best interests of the School and individual cases will be looked at on merit. Whilst the School accepts that this type of activity for which the Sports Ground would normally be used will inevitably result in some 'wear and tear,' abnormal damage would be the responsibility of those booking the facility.

The individuals arranging the booking and organising the event for which the facility is booked shall be responsible for the conduct and safety of guests attending.

Enquiries regarding booking should be addressed initially to the school office.

## Conditions of Use

School premises are provided essentially for educational purposes and must be let in such a manner as to prejudice their use for this purpose. The following conditions of use must be made aware to the hirers:

### **1. Applications**

All correspondence and applications for the hire must be made directly to the School. All applications are subject to approval by the Governing Board of the School, but subject to any direction given to them by the Local Authority. The Application for Hire of School form can be found in Appendix 1.

### **2. Hirer**

The hirer must be over 18 years of age and shall be the person by whom the application form for the hiring is signed. Such person shall be responsible for the payment of the fees payable in respect of the hiring, and for the observance and performance in all respects of the conditions and stipulations contained in this School Lettings Policy.

### **3. Fees and Charges**

The hire fee shall be paid in full upon signing the Application for Hire form together with any returnable deposit required by the Governing Board. Full details of hire charges can be found in the school's Charging and Remissions Policy. The Governing Board have taken the following costs into consideration when setting the costs of hiring the School premises: energy, caretaking and cleaning, wear and tear on equipment, and the use of consumables.

### **4. Duration of the Letting**

The Governing Board shall determine in advance the duration of a letting.

### **5. Cancellation or Postponement**

The Governing Board reserves the right to refuse any application without stating reasons for so doing. The right is reserved to cancel any hiring, without notice, where the Governing Board considers it necessary for any cause outside their control. Hirers will be allowed to cancel or postpone such bookings. Refunds or fees payable are at the discretion of the Governing Board.

### **6. Hired Area**

Access is strictly restricted to the hired area and any toilet facilities, entrances, exits and corridors as directed by the Governing Board. The Local Authority and Governing Board reserve to themselves, and their officials, the right to enter the hired area at all times on producing evidence of their identity.

### **7. Variation of Conditions**

There shall be no variation to the conditions of hire without the express consent of the Governing Board.

### **8. Care of School Premises**

The hirer is responsible for everyone who is on the School's premises for the activities they are organising and, generally, for everyone who comes on to the parts of the School's premises which are under the hirers control at the stated times. The hirer is responsible for ensuring that they comply with all the terms of the hire agreement.

No notices or placards shall be affixed to, lean upon or be suspended from any part of the School premises. No bolts, nails, tacks, screws, pins or other similar objects shall be driven into any of the walls, floors, ceilings, furniture or fittings. The hirer shall ensure that no persons using the permitted area to use shoes with stiletto heels or other footwear which may in the opinion of the Governing Board be damaging to the floor surfaces.

### **9. Intoxicating Liquor**

Intoxicating liquor shall not be brought into nor consumed on School premises without the prior consent of the Governing Board. Where such consent is given hirer must comply with the Licensing Laws and provide evidence of such to the Governing Board.

### **10. Smoking**

There shall be no smoking permitted on the School premises, including within the school grounds.

### **11. Public Entertainment and Other Licences**

The promoters of entertainment and functions to which the public are admitted on payment shall be responsible for completing to the satisfaction of the Governing Board all formalities in connection with the use of the premises for that purpose. Where the Chief Fire Officer or Licensing Authority require additional facilities for that purpose of a letting (such as an Exit sign and emergency lighting), which are not already installed, it shall be the responsibility of the hirer to provide such facilities of an approved type and method of installation.

Payment for admission shall be deemed to include admission by tickets or programmes or by any other method by which the making of a payment entitles a person to admission.

No entertainment or function to which the public are admitted shall be allowed unless the premises are licensed for the purpose under the bye-laws of the Local Authority in whose area the premises are situated and all necessary regulations against fire are complied with.

The hirer shall be responsible during the function or entertainment for which the premises are hired for ensuring: all safety requirements and recommendations of any licensing authority are complied with; any limitation on the number of persons admitted imposed by any licensing authority or the Governing Board are complied with; and suitably qualified persons are employed to be responsible for the supervision of the premises and the conduct of those attending so as to avoid personal danger, and damage to the premises.

### **12. Copyright and Performing Rights**

No copyright work shall be performed without the licence of the owner of the copyright and the payment of any appropriate fees.

The hirer shall comply with all the provisions of the Copyright, Designs and Patents Act 1988. If the hirer shall fail to do so, any permission previously granted by the Governing Board to use the School premises shall be immediately cancelled and the Governing Board shall have the right to recover fees, charges or any other payments referred to in these Regulations. The hirer shall indemnify the Governing Board from and against all actions, proceedings, costs, claims or demands whatsoever, arising out of the performance of Copyright Works on School premises.

The hirer shall, immediately after any performance or function at which music has been performed or songs sung, complete, sign and return to the Performing Right Society (PRS for Music) a form obtainable from the Performing Right Society Limited ([www.prsformusic.com](http://www.prsformusic.com)).

If it is proposed to play copyrighted music in public, an application for a licence to do so must be made to PPL (Phonographic Performance Ltd), 1 Upper James Street, London, W1F 9DE ([www.ppluk.com](http://www.ppluk.com)).

Evidence that the necessary licences have been obtained must be supplied to the school one month before the letting.

### **13. Gaming**

No gaming is allowed except in accordance with the conditions of the Gaming Act 1968, Section 41 when gaming is carried out at an entertainment promoted for raising money to be applied for purposes other than private gain. A copy of these conditions is open for inspection in the Local Magistrates Court during normal business hours, and the hirer shall be deemed to have knowledge of the contents thereof whether or not he has availed himself of the opportunity of inspection.

### **14. Use of Equipment**

The hire area does not include the use of any equipment except where specifically agreed and subject to any fees deemed appropriate by the Governing Board. School furniture (other than chairs for use in the hall) shall not be moved except by arrangement. The hirer must do everything reasonable to avoid loss, damage or breakage to the School's property whilst the School's premises are under the hirer's control. Any loss, damage or breakage must be reported as soon as practicable to the Headteacher. The Governing Board will be entitled to charge the hirer for any such loss, damage or breakage on terms to be approved by the School.

### **15. Insurance**

The hirer will be required to indemnify the School against any liability in respect of any accident involving death or bodily injury to any person, or damage to or loss of any property, real or personal, and happening consequent upon or in connection with the use of the premises, unless due to the negligence/default of the Governing Board, its Servants or its Agents. The Local Authority has a special insurance policy, which will provide cover for the hirer in certain cases. Full policy details including conditions and exclusions can be found as Appendix 2. Where the hirer is a political organisation, a professional entertainment promoter, or uses the premises on a commercial/business basis, or is unable to satisfy the requirements of the Third Party Hirer's Policy, then they will be required to obtain separate third party insurance cover.

### **16. Parking of Vehicles**

The parking of vehicles on the School's property shall be permitted in approved areas only on condition that persons bringing such vehicles on to the premises do so at their own risk, and that they accept responsibility for any damage to the School's property or injury to any person whether connected with the establishment or not, caused by such vehicles or their presence on the School's premises.

### **17. Use of Playing Fields**

Any hiring of a playing field may be cancelled without notice if weather conditions or the state of the ground make it likely that unreasonable damage may result from use. Suitable footwear must be worn.

### **18. Hazard Exchange & Lettings Risk Assessment**

A hazard exchange/lettings risk assessment must be completed before the hirer makes use of school property. A copy of the completed risk assessment will be retained by school and by the hirer. Appendix 3.

**APPENDIX 1**

**APPLICATION FOR HIRE OF SCHOOL**

1. Name of Hirer .....
2. Address of Hirer .....
3. Daytime Telephone Number ..... Evening Telephone Number .....
4. Details of requirements: Room and area to be hired (tick relevant columns)

Hall	Library	Classroom (provide details)	Playing field	Additional facilities
<b>Start date:</b>		<b>Start time:</b>		
<b>End date:</b>		<b>End time:</b>		
<b>Day of Week:</b>		<b>Number of Lettings</b>		
<b>Nature of Activity:</b>				
<b>Equipment / facilities requested:</b>				
<b>Equipment to be brought in by hirer:</b>				
<b>Age range of those attending:</b>		<b>Numbers attending:</b>		

I hereby make application for the hire of the accommodation and facilities stated above and agree to abide by the Conditions of Use specified in the attached documentation (School Lettings Policy).

\*Public liability insurance is being provided by the County Council’s Third Party Hirer’s Insurance Policy I can confirm that I have read the Summary of Cover and fully understand the insurance being provided including the policy conditions and exclusions which apply.

\*Public liability insurance is not being provided by the County Council’s Third Party Hirer’s Insurance Policy and I can confirm that I have arranged Public Liability Insurance in the name of the individual / organisation hiring the school premises for a limit of indemnity of at least £2,000,000.

Signature of Applicant: .....

Full Name (in block letters)..... Date: .....

**NOTE:** The giving of false information on this Application for Hire Form may lead to the cancellation of the booking without notice.

## Appendix 2 - INSURANCE

### THIRD PARTY HIRER'S INSURANCE POLICY – SUMMARY OF COVER

The policy will indemnify the insured (the Hirer) against all sums, which the insured shall become legally liable to pay as compensation arising out of:

- (a) Accidental bodily injury or illness (fatal or otherwise) to any person and/or
- (b) Accidental loss of or accidental damage caused to third party property.

Details of the policy cover is set out below:

#### 1. Persons/Organisations Insured

Individuals and organisations which would not normally be expected to have their own Public Liability Insurance hiring premises owned by Staffordshire County Council

#### 2. Occupations & Activities

The activities of the insured (see above) at the premises owned by Staffordshire County Council.

3. The intention of this policy is to protect the hirer where a claim of negligence is made against them by a third party.

4. The Insurer will indemnify the Hirer in respect of all sums which the Hirer may become legally liable to pay as damages and claimants' costs and expenses for:-

- (a) accidental injury to any person (other than an employee of the Hirer if such injury arises out of and in the course of employment by the Hirer)
- (b) accidental damage to the premises or the contents of the premises subject to the liability of the insurer not exceeding £100,000 in any one claim in respect of legal liability which attaches to the Hirer solely by reason of the agreement that would have not attached in the absence of such agreement.
- (c) accidental damage to other property not belonging to nor in the custody or control of the Hirer or of any person in the Hirer's service.

occurring during the period of insurance arising out of the activities of the Hirer at the premises,

5. The policy will not apply in respect of the use of the premises for the following:

- (a) meetings organised by political parties
- (b) professional entertainment promotion
- (c) commercial or business use
- (d) hire of play grounds and playing fields **unless** as part of a hiring for the school buildings. Where only the playground or playing fields are hired separate Public Liability Insurance must be in place to protect any legal liability attaching to the hirer.

6. The limit of indemnity under the policy is currently £5,000,000

7. The policy **only** applies whilst the individual/organisation is using Council premises.

8. If any other insurance covers the same loss, damage or liability this insurance will not pay any amount covered by such insurance

**CHANCEL PRIMARY SCHOOL**

<b>Premises name/address</b>	Chancel Primary School Wolseley Road Rugeley Staffs WS15 2EW
<b>Details of Letting (e.g. Brownies)</b>	
<b>Contact name</b>	Steve Blankley (Caretaker) Sharon Atkinson (Office Services Manager)
<b>Contact telephone number</b>	01889 228710

**Section 1 - Premises Hazards**

The premises manager must identify any hazards in the premises which may pose a risk to those letting the premises. Any control measures required to reduce risk must be followed by those letting the premises.

<b>Hazards identified and notified to those letting premises</b>	<b>Details/location and control measures to be taken.</b>

## Section 2 – Letting Activity Hazards

Those letting the premises must identify the hazards created by the activity or equipment used which pose a risk to the regular users of the premises or those present during the Letting.

Those letting premises must identify the control measures they will have in place to reduce the risks.

Hazards – Lettings	Details/location and control measures to be taken.

The following site arrangements for the letting have been agreed by both parties. Any changes to the letting, such as activities, duration or equipment being brought onto the premises must be reviewed by both parties.

Site Arrangements	Details

Where necessary, both the Premises Manager and the person/group letting the building will be required to exchange written risk assessments.

*Sign and date*

<b>Premises Manager</b>			
<b>Representative for those letting the premises</b>			
<b>Creation date</b>			
<b>Review date(s)</b>			

## **Chancel Primary School Debt Policy**

### **Introduction**

The school's governing board has a responsibility to have a debt recovery policy which ensures that appropriate procedures are in place to enable the school to receive all income to which it is entitled.

### **Aims and Objectives**

To ensure that the governing Board complies with the Staffordshire Scheme for Financing Schools and Financial Regulations;

To protect the delegated school budget;

To apply this policy consistently to ensure debt is dealt with in a timely manner;

To ensure further goods or services are not supplied to parents/carers or customers who have not paid for items already received or used.

### **The debt recovery process**

Chancel Primary School has their own procedures in place which are used to collect income. However, in the event that payment is not forthcoming then an official invoice will be raised on the County Council's finance system which will lead to the Council's debt recovery procedures as follows:

- Invoice raised with payment terms of 28 days
- A reminder is sent 3 days after the 28 days has expired
- A final notice is issued before the school can request the debt recovery officer to contact the parent/carer/customer at their home/ business address (minimum value £150) or the matter referred onto the courts (minimum value £250).

### **Dinner Money**

Payment for schools meals should be paid in advance made via ParentPay.

The school office will reconcile each day the payments received, to the meals ordered, and any discrepancy will in the first instance result in a phone call to the parent/carer to request payment. Any parent/carer that has not made payment by the end of the week will be sent a text requesting immediate payment.

Governors have decided on the following policy regarding unpaid meals:

- A meal will be served irrespective of whether the parent has paid until the arrears reach £20 after which point no further meals will be served

### **Extended school activities**

Payment for extended school activities should be made in advance and paid via ParentPay.

Accounts are reviewed on a weekly basis and statements will be sent out to parents/carers every month. If in the event that payment has not been made then at the end of the month parents/carers will be sent a letter or text requesting payment.

Any non-payment will result in the parent/carer being informed that they can no longer use the facility and the debt will be referred onto the County Council for recovery.

### **Music tuition**

Music lessons are provided by the school at a charge to the parent/carer of a child. Parents/carers are informed of the cost upfront and have a commitment to pay half termly regardless of whether the child continues with the lessons. A letter is sent asking for the payment.

If payment has not been received by the end of the half term, a further reminder is sent. In the event that no payment is received the debt will be referred onto the County Council for recovery.

### **Board and lodging on residential visits**

The board and lodging element of a residential visit can be charged to parents/carers and they are notified of the cost in advance and are given the opportunity to pay in instalments should they wish.

Payment must be made in full before the departure date or the child will not be allowed to attend.

### **Remissions**

In some cases governors have agreed that certain categories of pupils are not liable for the fee or are eligible for a reduced fee for some or all of; extended school activities, music tuition or residential visits. This is included within the Charging and Remissions Policy (reviewed annually).

### **Lettings**

Contracts for lettings of the school premises will be drawn up as necessary between the school and the client in line with the Charges and Remissions Policy.

Failure to pay on time will result in the debt being referred to the County Council for recovery. The letting agreement will be void and the client will be refused future hires. ▸

### **Writing off debts**

When all practical and cost effective methods of debt recovery have been exhausted by the County Council the school will be notified of the amount of debt that is considered to be irrecoverable.

The governing Board will take into account the age and size of each debt and any advice from the County Council before making a decision to write off debt.

**Equality Information**

This policy is underpinned by the Equality Information and Objectives Policy for Chancel Primary School which is available on request.

As a dyslexia friendly school we take into account the needs of children with specific learning difficulties.

This policy applies to the whole of Chancel Primary School, including the Early Years Foundation Stage.

The policy will be disseminated widely to all staff members, governors and parents and it will be reviewed annually. A copy of this policy must be given to any person who requests to hire the School's premises.

Approved by Governing Board (sign): \_\_\_\_\_

Dated: \_\_\_\_\_