

**Austwick CE (VA) Primary and Nursery School**  
**Charging & Remissions Policy for School Activities and Lettings**

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 new Government or Local Authority recommendations. It sets out the School’s position on charges, remissions and lettings.

**Activities Schools CANNOT Charge For**

The following list of activities cannot be charged for by school governing bodies and local authorities:

- a) an admission application to any state funded school (paragraph 1.9(n) of the School Admission Code 2014 rules out requests for financial contributions as any part of the admissions process);
- b) education provided during school hours (including the supply of any materials, books, instruments or other equipment; sports activities such as swimming lessons and professional coaching; author visits);
- c) 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;
- d) instrumental or vocal tuition, for pupils learning individually or in groups, unless the tuition is provided at the request of the pupil’s parent;
- e) entry for a prescribed public examination, if the pupil has been prepared for it at the school; and
- f) examination re-sit(s) if the pupil is being prepared for the re-sit(s) at the school.

**Activities Schools CAN Charge For**

Schools and local authorities can charge for the following:

- a) Any materials, books, instruments, or equipment, where the child’s parent wishes him/her to own them, i.e. a charge can be made to cover the cost of materials or ingredients required for design or food technology subjects where parents have indicated in advance that they would like their child to bring home the finished product;
- b) Optional extras (see section below);
- c) Music and vocal tuition, in limited circumstances (see section below);
- d) Certain early years provision; and
- e) Community facilities.

**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.

**Optional Extras**

Charges can be made for providing materials, books, instruments or equipment where an optional extra is being provided. Participation in optional extra activity is a matter of parental choice and a willingness to meet the charges. Parental agreement is a necessary pre-requisite for the provision of an optional extra where charges will be made. Optional extra charges may be made in the following circumstances:

- Education that is not part of the National Curriculum, or part of a syllabus for a prescribed public examination that the pupil is being prepared for, or part of religious education is provided outside of school time;
- Examination entry fee(s) if the registered pupil has not been prepared for the examination(s) at the school;

- Transport, other than that required to take the pupil to school or to other premises where the local authority/governing body has arranged for the pupil to be provided with education;
- Board and lodging for a pupil on a residential visit; and
- Extended day services offered to pupils (for example breakfast club, after-school clubs, tea and supervised homework sessions).

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;
- The cost of buildings and accommodation
- Non-teaching staff;
- Teaching staff engaged under contracts for services purely to provide an optional extra (including supply teachers); and
- The cost, or a proportion of the costs, for teaching staff employed to provide tuition in playing a musical instrument, or vocal tuition, where the tuition is an optional extra. The charge per pupil should not:
  - exceed the actual cost of providing the optional extra divided equally by the number of pupils participating;
  - include any form of subsidy for other pupils wishing to participate whose parents are unwilling or unable to pay the full charge
  - include the cost of any alternative provision for other pupils not wishing to participate in the optional extra where a small proportion of the optional extra takes place during school hours; or
  - include the costs of supply teachers contracted to cover for teachers who are away from school accompanying pupils on a visit as they are seen to be providing education during school time, not an optional extra

### **Music Tuition**

Although the law states that, in general, all education provided during school hours must be free, instrumental and vocal music tuition is an exception. The Charges for Music Tuition (England) Regulations 2007 set out the circumstances in which charges can be made for tuition in playing a musical instrument, including vocal tuition. Charges may now be made for vocal or instrumental tuition provided either individually or to groups of any size provided that the tuition is provided at the request of the pupil's parent. Charges may not exceed the cost of the provision, including the cost of the staff that provides the tuition. Charges may not be made where the teaching is either an essential part of the national curriculum, or is provided under the first access to the Key Stage 2 Instrumental and Vocal Tuition Programme. Charges may not be made in respect of a pupil who is looked after by a local authority (within the meaning of section 22(1) of the Children Act 1989).

### **Transport**

Schools cannot charge for:

- a) Transporting registered pupils to or from the school premises, where the LA has a statutory obligation to provide transport;
- b) Transporting registered pupils to other premises where the governing body or LA has arranged for pupils to be educated;
- c) Transport that enables a pupil to meet an examination requirement when he/she has been prepared for that examination at the school; and
- d) Transport provided in connection with an educational visit.

### **Residential Visits**

Schools cannot charge for:

- a) Education provided on any visit that takes place during school hours (provided by school);
- b) 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 that the pupil is being prepared for at the school, or part of

religious education; and

c) Supply teachers to cover for those teachers who are absent from school accompanying pupils on a residential visit. Schools can charge for board and lodging but the charge must not exceed the actual cost.

### **Eligibility for Remission for Residential Visits**

Section 200 of the Education Act 2002 outlines the eligibility to entitlement for board and lodging costs for residential visits. When a school informs parents about a forthcoming trip, they should make it clear that parents who can prove that they are in receipt of certain benefits will be exempt from paying the cost of board and lodging: The current criteria is the same as for Free School Meals;

- income Support
- income-based Jobseeker's Allowance
- income-related Employment and Support Allowance
- support under Part VI of the Immigration and Asylum Act 1999
- the guaranteed element of Pension Credit
- Child Tax Credit (provided you're not also entitled to Working Tax Credit and have an annual gross income of no more than £16,190)
- Working Tax Credit run-on - paid for 4 weeks after you stop qualifying for Working Tax Credit
- Universal Credit - if you apply on or after 1 April 2018 your household income must be less than £7,400 a year (after tax and not including any benefits you get) Children who get paid these benefits directly, instead of through a parent or guardian, may also be exempt from paying the cost of board and lodging.

## Lettings Policy

### Introduction

The Governing Body of Austwick Primary 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 Chairman 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 or drinking of alcohol is permitted by individuals on the school premises.

A minimum of two weeks 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 representation 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 hours notice to be given for any cancellation or change of time. The full charge will 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		

<p>Hiring for a series of dates, not exceeding one school term</p> <p>Dates and times of proposed letting:</p> <p>From.....am/pm to .....</p> <p>On .....day .....date</p> <p>Until.....day .....date( inclusive)</p> <p>For..... (number of occasions)during the Autumn/Spring/Summer Term</p>
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I /we agree (1) to pay the Governor's charge on demand  
(2) 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 Authority reserve the right to cancel letting arrangements, without notice if necessary. This will be done only in exceptional circumstances, in the event, for example, of premises being required for a statutory purpose, such as an election. **Use of the grounds may, however, be cancelled by the Head 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/Scullery – a high standard of hygiene must be adhered to at all times and the kitchen/scullery 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.

### **Charges**

VAT has to be added to the lettings charges when sports facilities are used on a casual basis, ie 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.

**NORTH YORKSHIRE COUNTY COUNCIL  
Austwick CE (VA) Primary School**

Information and Instructions to Organisers of Events held on Council Property.

Organisation .....

Event .....

Name of Organiser .....

Date .....

Under the Health and Safety at Work etc Act 1974 the County Council is required to provide you with the following information.

1. The area/room allocated for your activity is .....
2. Access is gained to this area from .....
3. The nearest telephone is located .....
4. The Caretaker's telephone number is .....
5. The telephone number of the Officer in Charge is .....
6. The First Aid box is located .....
7. Potential Health and Safety Hazards .....

**Instructions to Organisers**

1. In the event of fire **immediately** dial 999 for the Fire Brigade.
2. **Evacuate** all your party from the area to a safe place. Check your register, await Fire Brigade.
3. **Immediately** thereafter telephone Caretaker and/or Officer in Charge.
4. In the event of an accident- follow First Aid procedures, if **serious** telephone 999 for Ambulance.
5. **Immediately** thereafter telephone Officer in Charge (inform Caretaker if on the premises). All accidents must be reported.
6. Obtain names and addresses of at least two witnesses where possible.
7. If accident has occurred whilst utilising the Council's equipment do not touch or move the equipment until a Council representative has examined it.

**Notes to Organisers.**

1. The area allocated to you must be reached by the most direct route from the access point indicated, and members of your party must not enter other rooms or areas, other than to utilise cloakroom or toilet facilities.
2. In the event that the council has agreed to permit the use of facilities for the purpose of preparing beverages or food, only such equipment shall be used as is necessary for the preparation of these, and the activity must be under the supervision of the organiser or some other person.
3. Any equipment made available must be used strictly in accordance with standard practice and under the supervision of the Organiser.
4. Organisers are reminded that the responsibility for the safety of their party rests with the Authority and with the Organisers jointly.

**Or take the following into account when completing your own scale of charges/lettings policy**

*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*
- (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 Finance Assistant. 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 on a cost plus income margin 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. Charges are available on request from the School's Finance Office and will be reviewed each year. 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 School will allow the extension of credit to local organisations and individuals where they are satisfied that these are credit worthy. 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. The Governors will not normally extend credit for lettings where the invoice value is less than fifty pounds (£50). The Finance Officer will refer any queries or concerns regarding the creditworthiness of person(s) or groups wishing the hire the premises to the Finance Manager or Headteacher.*


**Value Added Tax**

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

**Private Telephone Calls and Faxes**

Staff and others using a School telephone or the fax machine may do so, with the prior agreement of the Finance Manager or Finance Assistant, at the rate charged by the telephone supplier.