

# **BRAYTON C OF E VC PRIMARY SCHOOL CHARGING & REMISSIONS POLICY FOR SCHOOL ACTIVITIES & 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.

## **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.

Activities outside of normal lesson times and not within the National Curriculum (ranging from visits abroad to school matches) are classed as ‘optional extras’. Parents may be asked to meet the full cost of these activities. In the case of residential experiences, every effort will be made to offer value for money but the cost might be quite high. It is intended that School-based extra curricular activities should be free or very low cost. The School will do its best to offer assistance or remission of charges in any case where there is hardship.

For activities during normal School hours and/or within the National Curriculum, parents may be asked to make a voluntary contribution to cover the cost of the activity to enable it to go ahead. Each year, such visits are likely to include visits to museums and galleries for Art and theatre trips.

When making requests for voluntary contributions to School funds, parents will not be made to feel pressurised into paying as it is not compulsory

Parents may be asked to meet the costs of private music tuition in full, where tuition is given either to an individual student or to students in small groups. General fundraising and sponsorship may be used to permit additional activities.

## **Charging Structure**

For residential courses during the time of normal School hours, parents can be asked to meet the full cost of board and lodging, and to make a voluntary contribution towards any travel expenses. The School will meet the costs for students whose parents receive the income support benefits, where it is still possible for the visit to go ahead. The School will do its best to offer assistance and remissions in any case where there is hardship.

Parents may be charged for some or all of the cost of damage to School property where this has been intentional. **Parents** will be expected to meet some or all of the cost for replacing lost or damaged books or equipment.

### **Activities and Visits**

If the number of School sessions taken up by the visit is equal to or greater than 50% of the number of half days spent on the visit, it is deemed to have taken place during normal School hours (even if some activities take place late in the evening). Whatever the starting and finishing times of the day, regulations require that a school day be divided into two sessions: a 'half day' means any period of 12 hours ending with noon or midnight on any day. Time spent on travel counts in this calculation if the travel itself occurs during School hours. Activities during normal School hours may only involve a request for a voluntary contribution; parents may be charged an amount to cover the costs incurred to the School for activities mainly taking place outside of School hours.

Parents should be informed of the decision to ask for contributions at the planning stage of activities. Planned activities may be cancelled if financial support is not forthcoming. Parents may be asked to make a voluntary contribution towards activities taking place during School time, or towards activities which are a necessary part of the National Curriculum, or towards activities that form part of the School's basic curriculum for Religious Education. Parents will be asked to meet the full cost of optional extra activities that occur outside of normal School hours, where these activities are not a necessary part of the National Curriculum. Parents will be asked to meet the full cost of board and lodging, and to make a voluntary contribution towards travel expenses for residential visits which fall, in the main, during normal School sessions. Students whose parents are receiving the following benefits should not be prevented from taking part in any School activity or trip that is open to other students:

- Income Support (IS);
- Income Based Jobseekers' Allowance (IBJSA);
- support under part VI of the Immigration and Asylum Act 1999;
- Child Tax Credit, provided that Working Tax Credit is not also received and the family's income (as assessed by Her Majesty's Revenue and Customs) does not exceed the limit set by HMR&C
- the guarantee element of State Pension Credit
- any similar income related employment and support allowances introduced by the Government.

Any charge made in respect of individual students will not exceed the actual cost of providing the optional extra activity, divided equally by the number of students participating. It will not include an element of subsidy for any other students wishing to participate in the activity whose parents are unwilling or unable to pay the full charge. 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;
- non-teaching staff;
- teaching staff engaged under contracts for services purely to provide an optional extra, this includes supply teachers engaged specifically to provide the optional extra; and
- 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.

In cases where a small proportion of the activity takes place during School hours, the charge will include the cost of alternative provision for those students who do not wish to participate. Therefore no charge will be made for supply teachers to cover for those teachers who are absent from School

accompanying students on a residential visit. Participation in any optional extra activity will be on the basis of parental choice and a willingness to meet the charges. Parental agreement is therefore a necessary pre-requisite for the provision of an optional extra where charges will be made.

When the School informs parents about a forthcoming visit, the member of staff leading the trip should make it clear that parents who can prove they are in receipt of income support benefits will be exempt from paying the cost of board and lodging. However, where voluntary contributions would not cover the cost of a visit, it would be likely that the visit would be cancelled where the trip was not an essential element of the curriculum.

### **Music Tuition**

The law states that all education provided during school hours must be free, but music lessons are an exception to this rule. The Education and Inspections Act 2006 introduced a regulation-making power which allowed the Department for Children, Schools and Families to specify circumstances where charging can be made for music tuition. The new Regulations, which came into force in September 2007, provide students with greater access to vocal and instrumental tuition. Charges may now be made for teaching either an individual student or groups of any appropriate size (provided that the size of the group is based on sound pedagogical principles) to play a musical instrument or to sing. Charges may only be made if the teaching is not an essential part of either the National Curriculum or a public examination syllabus being followed by the student(s).

### **Extended Schools –**

School does not currently run a before or after school club.

### **Free School Meals**

For information on free school meals where applicable please see the School Office Manager. Where there is entitlement to a Free School Meal the lunchtime supervision charge will be waived for the sessions that the Free School meal applies.

### **Miscellaneous Charges (other than for students)**

#### **LETTINGS**

#### **This can be changed for individual schools and can incorporate a schedule of charges**

Groups hiring for a one off evening session £30.00

Groups hiring for existing and regular users (-20%) £24.00

Evening session is from 7pm – 9pm.

Each additional hour £10.00

Minimum cost £30.00

Pitch to be hired (not whole field) £10.00 per session and £5.00 per hour after with minimum cost of £10.00

All charges are at the discretion of the Head Teacher and governors.

Invoices will be sent monthly.

**NB. Rental from the school bungalow is bound by a separate agreement drawn up by NYCC.**

**Any additional charges or caretaking work will be charged to the individual organisation as required.**

Approved By Governors:

Signed \_\_\_\_\_ Date \_\_\_\_\_

## **Lettings Policy**

### **Introduction**

The Governing Body of Brayton C of E VC 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		

Hiring for a series of dates, not exceeding one school term
Dates and times of proposed letting: From.....am/pm to .....
On .....day .....date
Until.....day .....date( inclusive)
For..... (number of occasions)during the Autumn/Spring/Summer Term

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  
BRAYTON C OF E VC 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.