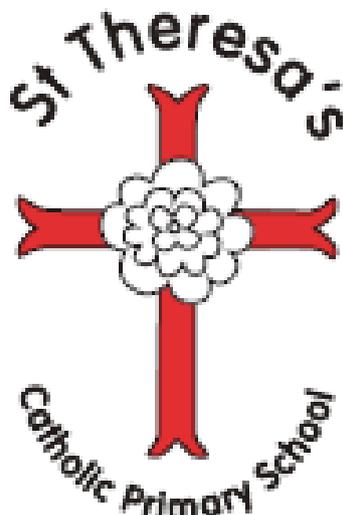


St. Theresa's Catholic Primary School, Blacon

Mission Statement:

Fully valuing everyone in the love of Jesus.

Caring and Learning together.



Charging, Remissions and Lettings Policy

Policy date: January 2025

Review date: January 2027

POLICY FOR CHARGING IN THE LIGHT OF THE EDUCATION REFORM ACT 1988 (Circular 2/89)

The legislation refers only to charges made by the LEA, the school, or the governing body for "*optional extras*" outside of school hours (see section 5).

- Outside organisations, ie. a third party, may charge parents/pupils for activities, visits/services involving pupils from the school within school time. Parents would be under no obligation to receive these services but would be required to ask the school to grant their children leave of absence to join any activity requiring time away from school. Any teaching staff involved would have to be satisfied that any arrangements would secure the safety and welfare of the children.
- Parents may also be invited to make "voluntary contribution" to meet the cost of providing an activity/visit (see section 12).

1. Admissions

There is no charge for admission to St Theresa's Catholic Primary School.

The legislation maintains the right to free school education. We as a school agree in principle to this.

Legislation requires that education should be free from charge if it:

- takes place in school sessions
- is part of the National Curriculum or part of an agreed syllabus.

The only exceptions allowed are:

- Instrumental tuition (small groups or individual). (NB. There is no obligation for the Governing Body or LA to provide individual instrumental tuition).

2. School meals

There is no charge for children who are entitled to free school meals or infant free school meals. Pupils who are not entitled to free school meals will be charged a *set amount* per day decided by the *Governing body of the school and in line with the charge made by the Catering Company*.

3. Public examinations

There is no charge for examinations that are part of the curriculum and on the school's set examinations list, where children have been prepared for the examinations by the school. However, if the pupil fails without good reason to meet an examination requirement, the school may recover the fee incurred from that pupil's parents. This includes re-sits.

4. Activities that take place during school hours (this does not include the break in the middle of the school day)

There is no charge for activities during school hours with the exception of music tuition (see section 8).

We may charge for:

- books and materials that the parent wishes the child to keep (the cost will be made clear to the parents before charge)
- optional extras (see section 5)
- music or vocal tuition (see section 8).

5. Activities that take place outside of school hours (non-residential)

There is no charge for activities that take place outside of school hours when they are:

- part of the set curriculum
- part of the syllabus for a public examination that the pupil is being prepared for by the school
- part of the school's basic curriculum for religious education.

Optional extras

The school will charge for optional extras. Optional extras are:

- education provided outside of school time that is **not**:
 - a) part of the National Curriculum
 - b) part of a syllabus for a prescribed public examination that the pupil is being prepared for at the school
 - c) part of religious education
- examination entry fee(s) if the registered pupil has not been prepared for the examination(s) at the school
- transport that is not taking the pupil to school or to other premises where the local authority or governing body has arranged for the pupil to be provided with education.
- board and lodging for a pupil on a residential visit.

The cost of optional extras

The Headteacher will decide when it is necessary to charge for optional activities, and the levels of charge will be set annually by the Headteacher on the recommendation of the finance committee. The charges, when determined, will be published on the school's website and appended to this policy.

Any charge made in respect of individual pupils will not exceed the actual cost of providing the optional extra activity, divided equally by the number of pupils participating. In no circumstances will there be an element of subsidy required for any pupils wishing to participate in the activity whose parents are unwilling or unable to pay the full charge (see section 13).

When 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, including supply teachers engaged specifically to provide the optional extra
- 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.

Participation in any optional extra activity will be on the basis of parental choice and a willingness to pay the charges. The school will need to have the agreement of parents before organising the provision of an optional extra where charges will be made.

6. Activities that take place *partly* during school hours either on or off site

Where the majority of a non-residential activity takes place during school hours the charging of the activity will be the same as is outlined in section 4.

Travelling time is included in time spent on activity.

In cases where the majority of a non-residential activity takes place outside of school hours the charge cannot include the cost of alternative provision for those pupils who do not wish to participate. So no charge can be made for supply teachers to cover for those teachers who are absent from school accompanying pupils on a visit.

In this case the charging of the activity will be the same as is outlined in section 5.

Where an activity/visit takes place partly during school hours and partly out of school sessions, a 50% rule applies. If 50% or more of the time is spent on the activity/visit during school time (including any travelling time), the law does not allow any charge to be made. If 50% of the time is outside of school sessions, then a charge may be made as this is defined as an optional extra.

7. Residential activities

Our school will not charge for:

- education provided on any visit that takes place during school hours
- 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
- supply teachers to cover for those teachers who are absent from school accompanying pupils on a residential visit
- travel costs where the residential activity is classed as being within school hours
- residential activities that take place during school hours.

Our school will charge for:

Board and lodging

When any visit has been organised by the school where there may be a cost for board and lodging, parents will be informed of this before the visit takes place. We will charge anything up to the full cost of board and lodging on residential visits, whether it is classified as taking place during school hours or not. The charge will not exceed the actual cost. Parents who can prove they are in receipt of certain benefits may be exempt from paying this cost (see section 11 for more guidance on remissions)

Travel

Travel charges may apply when the residential activity takes place outside of school hours. The amount charged will be calculated to cover the unit cost per pupil. These charges may not apply to those pupils entitled to remissions, but no other pupils will be charged extra to cover those costs.

Activities

The school may charge for residential activities that fall **outside** of school hours (see section 5).

The Act requires that calculations for the charging of visits/activities be based on half days and the number of school sessions, ie. morning session/afternoon session. If the number of school sessions is more than the number of half days spent on a residential visit, then no charge can be made, with the exception of board and lodgings and specialised tuition, (see point 4)

Example 1

A residential visit in term time for 5 days (Wednesday to <u>Sunday</u>)	Wednesday	= 2 sessions
	Thursday	= 2 sessions
	Friday	= 2 sessions

**= 6 sessions
TOTAL**

_____	Saturday	= 2 half days
	Sunday	= 2 half days

**= 4 half days
TOTAL**

**THERE CAN BE NO CHARGE FOR THIS VISIT
(with the exception of Board and Lodging)**

Example 2

A residential visit in term time for 3 days (Friday to Sunday)	Friday	= 2 sessions
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**= 2 sessions
TOTAL**

	Saturday	= 2 half days
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	Sunday	= 2 half days
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**= 4 half days
TOTAL**

**THERE CAN BE A CHARGE FOR THIS VISIT
(with the exception of Board and Lodging)**

8. Music tuition within school hours

St Theresa's Catholic Primary School follows government legislation that states that all education provided during school hours must be free; however, music lessons are an exception to this rule.

Charges will be made if the teaching is not an essential part of either the National Curriculum or a public examination syllabus being followed by the pupil(s), or the first access to the Key Stage 2 Instrumental and Vocal Tuition Programme (Wider Opportunities).

The school may charge for teaching requested by parents and delivered by specialist tutors given to either an individual pupil 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. The cost of these lessons may depend on the size and duration of the class as well as the type of instrument.

The school will not charge if the music tuition is part of the National Curriculum or public examination syllabus being followed by the student. This includes instruments, music books and exam fees.

9. Extended services

St Theresa's Catholic Primary School is dedicated to providing a well-rounded and extensive education for our students which includes a wide range of extra-curricular activities (extended services). Extended services enable our school to provide:

- high-quality learning opportunities either side of the school day
- ways of intervening early when children are at risk of poor outcomes
- ways of increasing pupil engagement
- ways of improving outcomes and narrowing gaps in outcomes between different groups of pupils.

St Theresa's Catholic Primary School offers wrap around care to all pupils before and after school. The care is provided by an outside agency who make a charge for this service.

The total charge will not exceed the cost of providing the activity and no parent will be asked to subsidise others.

10. Damage to property and breakages

Where school property has been wilfully or recklessly damaged by a student or parent the school may charge those responsible for some or all of the cost of repair or replacement.

Where property belonging to a third party has been damaged by a pupil, and the school has been charged, the school may charge some or all of the cost to those responsible.

Whether or not these charges will be made will be decided by the Headteacher and dependent on the situation.

11. Remissions and concessions

The school will give consideration to the remission of charges to parents or carers who receive the following support payments:

- Income Support
- Income based Job-seekers Allowance
- Child Tax Credit (where the person is not receiving Working Tax Credit as well)

- Support under part VI of the Immigration and Asylum Act 1999
- Guaranteed Element of State Pension Credit
- Income related employment and support allowance
- Universal Credit

Children of families who receive these payments are also entitled to free school meals. Parents who are eligible for the remission of charges will be dealt with confidentially.

The Headteacher and Chair of Governors will authorise the remission of charges.

The school may choose to subsidise part or all of the payment of some charges for certain activities and pupils, and this will be determined by the Governing Body and Headteacher.

12. Voluntary contributions

The Governing Body may ask for voluntary contributions to the school for general funds and/or to fund activities that will enrich our pupils' education.

In any case where an activity cannot be afforded without voluntary funding, this will be made clear to the parents by the school. If the activity is cancelled all monies paid will be returned to parents.

There is no obligation for a parent or carer to make any contribution and the school will in no way pressure parents to make a contribution.

A draft email might be worded as follows:

Dear Parents

We are proposing to take children from Class X to the theatre on (date). Whilst we would like to fund this visit ourselves, we do not have the resources to meet the total cost. Therefore, before the visit can take place, £90 must be raised to cover transport and admission for the 30 children in the class. This is an average of £3 per child. Would you please indicate on the return slip below whether or not you would be willing to make a contribution of £3? I would like to assure you that if the visit takes place, no child will be prevented from going on the grounds that no contribution has been made.

If, however, there is insufficient support for the proposed visit then, reluctantly, we shall have to cancel our provisional booking. Please reply to this email with your consent for your child to take part in the trip.

We shall notify you shortly if there is sufficient interest from parents for this proposed visit.

Yours sincerely

Ms Smith

Class Teacher

13. Inability or unwillingness to pay

St Theresa's Catholic Primary School is committed to ensuring fair access and treatment of all pupils, and this means ensuring that no child is excluded from an activity because the parents or carers of that child are unwilling or unable to pay. If there is insufficient funding for an activity, then it will be cancelled.

The identity of the child or parents of the child who did not want to make the payment, or could not make the payment, will not be disclosed under any circumstances.

14. Summary

- i. Should there be any wanton damage caused by identifiable pupils, charges will be made.
- ii. If the Governing body so choose, charges can be made for most individual (one-to-one) and small group instrumental tuition.
- iii. Charges will be remitted for parents on family income support, family credit or unemployment benefit. In cases of hardship, any parents of pupils will also be exempted from all or part of any charges, at the discretion of the headteacher and/or governors.
- iv. Where the school does not have the resources to provide activities/visits/services for the children, then parents will be asked to make voluntary contributions towards part or all of the cost of the activity/visit, etc.
- v. Third parties, ie. school photographer, school book club, etc. may make a charge, provided parents of children are not under any obligation to receive the service/product, etc.

St Theresa's Catholic Primary School Lettings Policy

For the purpose of this document, the Governing body acts on the behalf of the Diocese of Shrewsbury, who own the footprint of the building, and Cheshire West and Chester, who own the grounds surrounding the school.

The Governing Body regards the school buildings and grounds as a community asset and will make every reasonable effort to enable them to be used as much as possible. However, the overriding aim of the Governing Body is to support the school in providing the best possible education for its pupils, and any lettings of the premises to outside organisations will be considered with this in mind.

A letting may be defined as

“Any use of the school buildings and grounds by parties other than the school and its partners. This may be a community group, such as a local music group or football team, or a commercial organisation, such as the local branch of Weight watchers”.

Some activities (listed below) fall within the corporate life of the school and these are not considered to be lettings. The costs arising from these are therefore a legitimate charge against the school delegated budget.

- Governing Body meetings
- Family learning meetings
- TAF and child protection meetings etc.
- Meeting of PTA
- Services and meetings provided by partner organisations; such as drop in centres & police surgeries.
- Extra-curricular activities for pupils organised by school
- School performance
- PTA /school fundraising event
- Parents meetings
- Diocesan meetings

The Governing body has agreed to define lettings under the following categories:

- School lettings for pupils or their parents/cares which provides educational benefit to pupils, which the school has agreed to subsidise.
- Community lettings for other community activities which should be made on the basis of full cost recovery
- Commercial lettings will be charged on a cost plus an income margin for the school.

For the purpose of charging, the Head teacher, on behalf of the Governing body, is empowered to determine to which group any particular individual or organisation belongs. They are also able to offer discounts or agree a subsidy of any lettings, as they deem appropriate. The basis of charging will be determined by the purpose for which the letting is arranged.

All requests for lettings should be made in writing, on a lettings form provided by school and clearly state the purpose of the letting.

The Governing Body reserves the right to cancel a letting in the event of the school being required for use as a Polling station, a Parliamentary or Local Government election, Parents evening or Open evening, in which case the hirer shall be entitled to a refund of any deposit already paid.

The hire charge is to be paid upon issue of an invoice. Cheques must be made payable to Cheshire West and Chester.

All fees will be in line with an agreed tariff. The Governing Body shall review the tariff as they see fit. The Governing Body and Headteacher reserve the right to waiver or reduce hire charges for link schools, diocesan meetings, voluntary groups and other cluster meetings from which the school and its staff or pupils will benefit.

SHREWSBURY ROMAN CATHOLIC DIOCESAN TRUSTEES

CONDITIONS OF HIRE OF THE PREMISES

1. Applications for the hire of accommodation at the premises must be made in writing on the attached form. The person whose signature is appended to the form shall be considered to be the hirer. Where a promoting organisation is named in the application for hire, that organisation and its members shall be jointly and severally liable with the person who signs the form.
2. The Headteacher on behalf of the Governors reserves the right to refuse any application to hire the premises without stating reasons for doing so.
3. The fees for hiring the premises shall be those stated in the Hire Agreement and shall be paid in full upon submitting the application form, except where, prior to its submission; alternative arrangements are made for the payments of fees.
4. Where the accommodation hired forms part of the premises, access shall be restricted to those rooms forming the hired area, and the hirer shall be liable to pay such additional fees as the Governors may prescribe if without consent a larger area is used.
5. Access to the hired premises shall be restricted to the hours stated in the Hire Agreement, (i.e. the hirer shall not have access prior to the stated time) and the hirer shall be liable to pay such additional fees as the Governors may prescribe, if the hired premises are used by the hirer outside the agreed times.
6. The hirer shall not use the hired premises for any purpose for which any licence is necessary unless such a licence is in force in respect of the premises and the hirer shall strictly observe the conditions of any licence granted. No application for any licence shall be made without the consent of the Governors.
7. Intoxicating liquor is not permitted to be sold to the public or supplied on educational premises without the express consent of the School Governors, which the Governors will not be obliged to give or give reasons for refusal. Details of the license for the sale to the public of intoxicating liquor will need to be available for inspection.
8. No bolts, nails, tacks, pins or other like objects shall be driven into any part of the hired premises nor shall any placards or other article be affixed thereto.
9. The hirer shall be liable for all damage caused to the premises arising out of the hiring and shall indemnify the Governors against all loss, whether direct or indirect, arising therefrom.
10. The Governors accept no liability for damage to or loss of the possessions of the hirer or any person resorting to the hired premises howsoever arising.
11. The hirer shall not allow any animal to enter the hired premises.
12. The hirer during the period of the hire shall take all reasonable steps to ensure that no noise which may constitute a nuisance to neighbouring occupier is created.
13. The Governors reserve the right to enter into the hired premises at any time during the period of hire.
14. The hirer shall at the expiration of the hiring leave the premises in a clean and orderly state. Any additional cleaning costs must be met by the hirer.
15. The Hire Agreement does not include the use of school equipment.
16. The hirer shall be liable for and shall indemnify the Governors in respect of any loss, damage or injury which may be incurred by or be done or happen to the hirer or any

person or persons in its employ or any of his sub-contractors or by or to any other persons resorting to the hired premises by reason of the use of the premises by the hirer.

17. The hirer shall not sub-let the hired premises.

18. The hirer warrants to the Governors that it has appropriate insurance cover in respect of its liabilities herein contained. The School will not be responsible for any injury to persons or damage to property arising out of the hiring of the premises unless such injury or damage results from the negligence or breach of statutory duty on the part of the School.

19. Public Safety

a) The hirer will be informed of the emergency arrangements and will be responsible for passing this information on to all persons involved as part of this hiring agreement.

b) The Hirer shall be responsible for the prevention of overcrowding such as would endanger public safety and for keeping clear all gangways, passages and fire exits.

c) The Hirer shall be responsible for providing adequate supervision to maintain order and good conduct.

20. First Aid.

The Governors take no responsibility for First Aid provision. Hirers are recommended to provide their own First Aid cover at events.

21. Smoking.

Smoking is not permitted on the school premises or within the school grounds under any circumstances.

22. Telephones

There is no access to a public telephone.

23. No Tenancy

Nothing in this agreement shall create a tenancy.

Charges for a Letting

The Governing Body is responsible for setting charges for the letting of the school premises, and the Governing body has chosen to adopt Cheshire West and Chester's suggested charges for the current year. The charge levied includes the following elements:

- Cost of services (heating and lighting);
- Cost of staffing (additional security, caretaking and cleaning) - including "on-costs";
- Cost of administration;
- Cost of "wear and tear";
- Cost of use of school equipment (if applicable);
- Profit element (if appropriate).

Charges will be agreed with the hirers in advance of the hire taking place.

For the purpose of charging, the Head teacher, on behalf of the Governing body, is empowered to determine to which group any particular individual or organisation belongs. They are also able to offer discounts or agree a subsidy of any lettings, as they deem appropriate. The basis of charging will be determined by the purpose for which the letting is arranged.

Appendices:

Appendix 1: School Premises Hire Agreement

Appendix 2: Hiring Application form

Appendix 3: Transfer of Control Agreement

Appendix 4: Sample Lettings Invoice