



Bhylls Acre Primary School

Charging & Remissions Policy

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Introduction

The Governing Board recognises the valuable contribution that the wide range of additional activities, including clubs, practical activities, trips and residential experiences can make towards pupils' personal and social education. The Governing Board aims to promote and provide such activities both as part of a broad and balanced curriculum for the pupils of the school and as additional optional activities.

Statement of intent

Bhylls Acre Primary School is committed to ensuring equal opportunities for all pupils, regardless of financial circumstances, and has established the following policy and procedures to ensure that no child is discriminated against by our offering of school trips, activities and educational extras.

In addition, we are committed to adhering to legal requirements regarding charging for school activities, and meeting all statutory guidance provided by the DfE.

We promise not to charge for education provided during school hours and to inform parents on low incomes and in receipt of relevant benefits of the support available to them when asking for contributions

Legal framework

1.1. This policy will have consideration for, and be compliant with, the following legislation and statutory guidance:

- Education Act 1996
- The Charges for Music Tuition (England) Regulations 2007
- The Education (Prescribed Public Examinations) (England) Regulations 2010
- DfE (2018) 'Charging for school activities'
- DfE (2019) 'Governance handbook'
- 'Our Funding Agreement'

Charging for education

1.2. We will not charge parents for:

- Admission applications
- Education provided during school hours
- Education provided outside school hours if it is part of the national curriculum, part of a syllabus for a prescribed public examination that the pupil is being prepared for by the school, or part of religious education

- Instrumental or vocal tuition, unless provided at the request of the pupil's parents

1.3. We may charge parents for the following:

- Materials, books, instruments or equipment, where they desire their child to own them
- Music and vocational tuition (in certain circumstances)
- Use of community facilities
- Education provided outside of school time that is not part of the National Curriculum
- Transport, other than that arranged by the LA for the pupil to be provided with education
- Board and lodging for a pupil on a residential visit
- Extended day services offered to pupils

1.4. When calculating the cost of optional extras, the school will only take into account the following:

- Materials, books, instruments or equipment provided in relation to the optional extra
- The cost of buildings and accommodation
- The employment of non-teaching staff
- The cost of teaching staff (including teaching assistants) under contracts for services purely to provide an optional extra
- The cost, or an appropriate proportion of the costs, for teaching staff employed to provide vocal tuition or tuition in playing a musical instrument

1.5. The school will not charge in excess of the actual cost of providing the optional extra divided by the number of participating pupils. We will not charge a subsidy for any pupils wishing to participate but whose parents are unwilling or unable to pay the full charge. If a proportion of the activity takes place during school hours, we will not charge for the cost of alternative provision for those not participating.

1.6. Participation in any optional activity will be on the basis of parental choice and a willingness to meet the charges. Therefore, parental agreement is a pre-requisite for the provision of an optional extra.

Voluntary contributions

- 1.7. We may, from time-to-time, ask for voluntary contributions towards the benefit of the school or school activities. If an activity cannot be funded without voluntary contributions, we will make this clear to parents at the outset. We will also make it clear that there is no obligation for parents to make a contribution, and notify parents whether assistance is available.
- 1.8. No child will be excluded from an activity simply because their parents are unwilling or unable to pay. If a parent is unwilling or unable to pay, their child will still be given an equal opportunity to take part in the activity. If insufficient voluntary contributions are raised to fund an activity, and the school cannot fund it via another source, the activity will be cancelled.
- 1.9. We will strive to ensure that parents do not feel pressurised into making voluntary contributions.

Music tuition

- 1.10. Music tuition is the only exception to the rule that all education provided during school hours must be free. The Charges for Music Tuition (England) Regulations 2007 allow for charges to be made for vocal or instrumental tuition provided either individually or to groups of any size – provided that the tuition is at the request of the pupil's parents.
- 1.11. The charges will not exceed the cost of the provision, including the cost of the staff providing the tuition.

Transport

- 1.12. We will not charge for:
 - Transporting registered pupils to or from the school premises, where the LA has a statutory obligation to provide the transport
 - Transporting registered pupils to other premises where the governing board or LA has arranged for pupils to be educated
 - Transport provided for an educational visit

Residential visits

1.13. We 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, 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 teachers accompanying pupils on visits

1.14. We may charge for board and lodging – but the charge will not exceed the actual cost.

1.15. Parents will be exempt from board and lodging costs if they can prove that they are in receipt of one or more of the following benefits:

- 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 State Pension Credit
- Child Tax Credit, provided that they are 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 four weeks after they stop qualifying for Working Tax Credit
- Universal Credit – if they apply on or after 1 April 2018, their household income must be less than £7,400 a year (after tax and not including any benefits they receive)

Education partly during school hours

1.16. If 50 percent or more of the time spent on an activity occurs during school hours (including time spent travelling if the travel occurs during school hours), it is deemed to take place during school hours and no charge will be made.

1.17. If less than 50 percent of the time spent on an activity occurs during school hours, it is deemed to have taken place outside school hours and we may charge for the activity; however, we will not charge if the activity is part of the national curriculum, part of a syllabus for a prescribed public examination that the pupil is being prepared for at the school, or part of religious education.

- 1.18. **Residential visits:** If the number of school sessions covered by the visit is equal to or greater than 50 percent of the number of half days (any period of 12 hours ending with noon or midnight on any day) spent on the visit, we will not charge for the activity.
- 1.19. The remission of charges for board and lodging payments is the responsibility of the school. These costs will be borne by our contingency funds.
- 1.20. Any charges for extended day services will be optional.

Damaged or lost items

- 1.21. The school may charge parents for the cost of replacing items broken, damaged or lost due to their child's behaviour. Parents will not be taken to court for failure to pay such costs.

Remissions

- 1.22. We have set aside a small fund to enable families in financial difficulty to send their children on visits/activities. The funding is limited and there is no guarantee that all requests can be met. Assistance will be allocated on a needs basis, and if the full cost of the trip/activity cannot be met through assistance funding and voluntary contributions, the trip/activity will be cancelled.
- 1.23. Parents in receipt of any of the following benefits may request assistance with the costs of activities:
- 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 State Pension Credit
 - Child Tax Credit, provided that they are not also entitled to Working Tax Credit and they have an annual gross income of no more than £16,190
 - Working Tax Credit run on – paid for four weeks after they stop qualifying for Working Tax Credit.
 - Universal Credit – if they apply on or after 1 April 2018, their household income must be less than £7,400 a year (after tax and not including any benefits they receive)

1.24. To request assistance, parents should contact the school office on 01902 761153 or office@bhyllsacre.staffs.sch.uk

Definition of a Letting

A letting may be defined as any use of the school premises (buildings and grounds) by either a community group or a commercial organisation. Activities which fall within the corporate life of the school, such as PTFA meetings and events and extracurricular activities for pupils organised by the school are not considered lettings.

10.1 Designated User – The Governing Board has decided that for the purpose of charging there will be the following categories of a designated user:

- Wrap around care
- Pre-school provision

10.2 Private user – the Governing Board has decided that for the purpose of charging there will be the following categories of a private user:

- Sports groups
- Business use

Charges and Payment

The Governing Board is responsible for setting charges for the letting of the school premises and will ensure that the school budget does not subsidise non-school activities and that all costs are recoverable. In arriving at their scales of charges the Governing Board has followed these principles:

- There will be parity of treatment for similar users
- The overall cost of letting school facilities will be recovered from users

For the purpose of charging, the Chair of Finance along with the Business Committee are empowered to determine to which group any particular individual or organisation belongs.

Lettings times, facilities, equipment and priced are available from the school bursar on Tel: 01902 761153 or email: office@bhyllsacre.staffs.sch.uk

Considerations:

- Interference of school activities
- The availability of staff
- The H & S and CP policies
- Safeguarding

Security & Safeguarding

The Headteacher has delegated authority to determine the security risk for each letting and with the Business committee, will be responsible for allocating a continuous presence.

The school's Child Protection Policy and Procedures must be consulted and adhered to when dealing with external organisations that working with young children.

The school is dedicated to ensuring the safeguarding of its pupils at all times.

It is the responsibility of the hirers to ensure that safeguarding measures are in place while hiring out the space. If there is a chance that those hiring the premises will come into contact with pupils for example, if hire occurs outside school hours, the school reserves the right to ask for evidence of appropriate levels of DBS.



Bhylls Acre Primary School Lettings Application

Name of Hirer (person, body, association, limited company)	
Address of Hirer	
Contact Number(s)	
Email Address	

Purpose of Hire						
Attendees	Total No.		No. Adults		No. children	
Single Booking	Date of booking		Start time		End time	
Block Booking	Frequency/Days					
	Start date				Start time	
	End date				End time	

Booking times must allow sufficient time for preparation and clearing away before and after the event.

Facility Required		✓		✓
	✓	Hall		Classroom
Kitchen		Hall with audio visual		Playground
				Field
Equipment required				
Other arrangements				

The School does not provide any warranty that the Premises, facilities and equipment provided are suitable for the intended purpose of the hire. The Hirer is required to satisfy themselves that their requirements are met, and the facilities are fit for purpose.

Will refreshments be served?	Yes	
	No	
Will alcohol be consumed?	Yes	No
If yes, will the alcohol be served or sold?	Served	Sold
<i>If permitted by the School, the relevant licence must be obtained for all events that will involve the sale of alcohol, gambling and public entertainment.</i>		
I have read and accept the terms and conditions of Hire and I confirm that I am over the age of 18.		

Signed (Hirer):	Date:
Full name:	

You will be sent confirmation of whether this application has been accepted or rejected by post or email. No letting will be regarded as booked until the deposit and booking fee is received in full and the Hire Agreement has been signed by the Hirer and the School.

Please return this form to the Headteacher

<i>(School use only)</i>		
This application for letting is: ACCEPTED/REJECTED		
Signed:		
Position:		
Date:		
Evidence of own insurance cover supplied and approved	Yes	No
If no, include in School's insurance cover	Yes	No
Does the letting involve working with children/young people?	Yes	No
If yes, has the School followed their Safeguarding Procedures?	Yes	No



Bhylls Acre Primary School Particulars of Hire

The Governing Board of Bhylls Acre Primary School of Bhylls Lane, Castlecroft, Wolverhampton, WV3 8DZ permits the hiring of facilities within the school ('the premises' as set out below) on the Conditions of Hire and Booking Form attached and the following particulars apply:

Name of Hirer	
Address of Hirer	
Premised to be Hired	
Hire Period	
Deposit	
Permitted Use	
Equipment Provided	
School Emergency Contact	
Any other information or arrangements	

Signed on behalf of the school

The Hirer confirms that they have read and understood these conditions of Hire and agrees to be bound by such terms and conditions from the commencement of this agreement.

Print Name

Signed on behalf of the Hirer Date
.....

Terms and Conditions

1. Interpretation

- a. Health and Safety Legislation.
- b. School: means the Governing Board of the School, its employees and agents.

2. Use and Access

- a. The School permits the Hirer to access and use the Premises on the times specified for the permitted use.
- b. The School do not warrant that the Premises are fit or suitable for the purpose of the hire.
- c. The Hirer is responsible for ensuring these terms and conditions of use are observed for the effective supervision of the arrangements and activities in the premises during the hire period and for the prevention of disorderly behaviour.
- d. The Hirer will be responsible for obtaining and paying for any Public Entertainment Licence required.
- e. The School retains the right to access the premises at all times during the hire period and the Hirer must comply with any reasonable instructions given by school staff.
- f. The Premises remain in the Schools' legal possession notwithstanding the Hirer's occupation during the Hire Period and such occupation shall not be deemed to constitute or create any lease or tenancy.

3. Restrictions on Use

- a. The Hirer shall not use the Premises for any illegal purpose nor for any purpose or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the School or any other occupants within the Building or any owner or occupier of neighbouring property.
- b. School kitchens may only be used with the express consent of the School and may incur an additional fee to cover the attendance of a representative of any contractor and/or additional cleaning.
- c. The Hirer shall not make any alterations or addition to the Premises, shall not affix any items to the Premises and no interference is to be made with School property/equipment or other parts of the building, which do not form part of this hire agreement.
- d. Alcohol is not to be allowed to be sold on the Premises unless prior permission is given by the School and a licence obtained by the Hirer.
- e. Illegal drugs are not to be brought not or consumed on the Premises.
- f. No items of a flammable, dangerous or noxious character may be brought onto the Premises, including fireworks, confetti or gas.
- g. Smoking is not allowed on the Premises or the building at any time.
- h. No betting, gaming or gambling is allowed on the Premises without the written permission of the School and the relevant licence from the licencing authority.
- i. Dogs, other than guide dogs for the blind or other assistance dogs, shall be allowed on the Premises.

4. Hire Fee and Deposit

- a. The Hire fee is due and payable 14 days prior to the Hire Period.
- b. The school reserves the right to require a deposit over and above the Hire fee as a surety against damage to the Premises (including any equipment) or the Premises being left in an unacceptable condition requiring additional cleaning, caretaking or other expenses.

5. Condition and Damage

- a. The Hirer will keep the Premises in a clean and tidy condition when in occupation. The Premises must be left in the same condition as before the hire period.
- b. Any damage, destruction or theft that occurs during the Hire period in or to the Premises, to the building, equipment or School property will be the responsibility of the Hirer and the Hirer shall pay to the School the cost of making good any such damage.

6. Insurance

- a. The Hirer must hold public liability insurance in respect of their occupation of the Premises for a minimum of £5 million and will provide a copy to the school.
- b. The school may at its discretion waive the requirement to hold public liability insurance where the Hirer is an individual or small informal groups of individuals (not using the Premises for commercial or business purposes) who do not hold public liability insurance and who might find it difficult to obtain. In these circumstances, the School will arrange for the Hirer to be covered under the Schools own public liability insurance and any extra associated costs will be reflected in the hire fee.

7. Indemnity

- a. The Hirer shall keep the School indemnified against all expenses, costs, claims, damage and loss (including any diminution in the value or loss of amenity of the Premises) arising out of the use of the Premises by the Hirer or from any breach of any of the Condition of Hire by the Hirer, or any act or omission of the Hirer, or any other person on the Premises with actual or implied authority of the Hirer.

8. Loss

- a. The School does not accept liability for any loss, theft or damage to property brought onto the Premises by or on behalf of the Hirer or damages to vehicles parked in any carpark provided or injury to any person however caused.
- b. The School shall not be liable for any loss or damage suffered by the Hirer as a direct or indirect result of the performance of this hire agreement being prevented, hindered or delayed by reason of any act of god, riot, strike or lockout, trade dispute or labour disturbance, accident, breakdown or plant or machinery, fire, flood, difficulty in obtaining workmen's materials or transport, electrical, power failures or other circumstances whatsoever outside its control and which affect the provision by the School of access to or use of the Premises.

9. Assignment

- a. This hire agreement is personal to the Hirer and the Hirer shall not assign or underlet or part with or share possession or occupation of the Premises.

10. Health and Safety

- a. The Hirer must comply with all laws relating to the Premises and the occupation and use of the Premises by the Hirer, including but not limited to Health and Safety legislations.
- b. The Hirer should, as far as possible, have an accurate list of those present.
- c. Any portable equipment to be used must have a current PAT test certificate.
- d. The Hirer must ensure they are aware of the fire exits and the fire and emergency evacuation procedures. The Hirer is required to take any precautions necessary to ensure the safety of those attending during the Hire period, including ensuring the means of escape from fire are not blocked or impeded.
- e. The Hirer will immediately inform the School of any emergency, accident or serious incident that occurs during the Hire Period by telephoning the School Emergency Contact. The Hirer will be responsible for reporting any accident to the Health and Safety Executive.

11. Safeguarding and Child Protection

- a. Hirers providing services to children must have policies and procedures in place to ensure children's safety and any Risk Assessment and DBS certificates required by the Hirer must be supplied to the School upon request.
- b. At an event where the number of children is likely to exceed 100, the Hirer must ensure that a sufficient number of adults are stationed to prevent more children being admitted, to control the movement of the children and to take all reasonable precautions for the safety of the children as required by the Children's and Young Person's Act 1933.

12. Cancellation

- a. The Hirer may cancel the booking at any time by contacting the School. If a booking is cancelled with more than one week's notice, the full Hire fee and any deposit will be repaid. If less than one week's notice is given, only 50% of the Hire fee will be repaid. The Hirer will pay the full cost of the hire for bookings cancelled less than 24 hours before commencement of the period of hire.
- b. This agreement will be cancelled immediately should the Hirer breach these conditions of hire at any time and no hire fee (or part thereof) shall be refundable.
- c. The School reserves the right to cancel the booking at any time without notice and without assigning any reason but will endeavour to give as much notice as possible. In such circumstances, the School will refund the Hire fee (and any deposit) but will not be responsible for any loss or expenditure whatsoever in relation to the letting which the Hirer may have incurred or be liable to pay.

13. Advertising

- a. The School must approve all advertising and posters concerning the use of the Premises.