

This policy is currently under review

St Thomas More Primary School



Charging, Remissions & Lettings Policy

Version – 1.1

Date Approved by Board – 3 October 2016

Next Review Date – October 2020

Responsible Officer – DFCS

Charging, Remissions & Lettings Policy

1.0 Roles and Responsibilities

- 1.1 The Trust's Board is responsible for determining the content of this policy and the Head Teachers for its implementation. Any determination with respect to individual parents/carers will be considered jointly by the respective Head Teacher and the Trust's Director of Finance & Corporate Services (DFCS). While the responsibility for the implementation of this policy and provision rests with Head Teachers, on an operational basis, the management, responsibility and evaluation of this policy will be undertaken by each academy's School Business Manager.

2.0 Suggested Audience

- 2.1 All staff and parents

3.0 Aim

- 3.1 The aim of this policy is to set out what charges will be levied for activities, what remissions will be implemented, the circumstances under which voluntary contributions will be requested from parents/carers and how lettings are to be managed and administered.

4.0 Activities for which charges cannot be made

- 4.1 The Trust's Board recognises that legislation prohibits charges for the following:
- An admission application
 - Education provided during Academy hours (including the supply of any materials, books, instruments or other equipment).
 - Education provided outside Academy hours, if it is part of the National Curriculum, or part of a syllabus for a prescribed public examination that the student is being prepared for at the Academy, or part of religious education.
 - Tuition for students learning to play musical instruments, if the tuition is required as part of the National Curriculum, or part of a syllabus for a prescribed public examination that the student is being prepared for at the Academy.

- Entry for a prescribed public examination, if the student has been prepared for it at the Academy.
- In exceptional circumstances examination re-sits and at the discretion of the Head Teacher.
- Education provided on any trip that takes place during Academy hours that is part of the National Curriculum or an examination.
- Education provided on any trip that takes place outside Academy hours if it is part of the National Curriculum, or part of a syllabus for a prescribed public examination that the student is being prepared for at the Academy, or part of religious education.
- Supply teachers to cover those teachers who are absent from the Academy accompanying students on National Curriculum or Examination Courses.
- Transporting registered students to or from the Academy premises, where in the past, the local education authority has had a statutory obligation to provide transport.
- Transporting registered students to other premises where the respective academy's Local Management Board or in the past, the Local Authority has arranged for students to be educated.
- Transport that enables a student to meet an examination requirement when he or she has been prepared for that examination at the Academy.

5.0 Activities for which charges may be made

- 5.1 Head Teachers will consider asking parents/carers to meet the costs of the activities detailed in the following table. The charges will be made after consultation with parents/carers, will not exceed the cost of the provision and will be proportional for each student. Lessons / activities will not be confirmed until parental/carers agreement has been received, ideally by return of a signed reply slip.

Activity	Note
Board and lodging on residential trips	Information about activities and costs to be distributed to parents/carers well in advance of any trip, to enable financial planning by the family to take place
Materials or equipment if parents/carers indicate in advance that they want the child to bring it home.	
<p>The proportionate costs for any student on activities wholly or mainly outside Academy hours ('Optional extras') to meet the costs of:</p> <ul style="list-style-type: none"> •1 Travel •2 Materials and equipment •3 Non-teaching staff costs and costs of staff specifically engaged for the activity •4 Entrance fees •5 Insurance costs 	
Vocal and musical instrumental tuition	Charges to cover the additional costs incurred by the Academy, beyond any element covered by public funding
Re-sits for public examinations where no further preparation has been provided by the Academy	
Examination fees where a student fails without good reason to sit an exam	After consultation with parents/carers
Any other education, transport or examinations where no further preparation has been provided by the Academy	
Any other education, transport or examinations fee unless charges are specifically prohibited	
Breakages, repairs and replacements as a result of damage caused wilfully or negligently by the student	Charges will be made after consultation with parents/carers and will not exceed total replacement /repair costs
Extra-curricular activities and clubs	Charges to cover the additional costs incurred by the Academy, beyond any element covered by public funding

Any extended Academy activity	Charges to cover the additional costs incurred by the Academy, beyond any element covered by public funding
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5.2 The Academy will make every effort to ensure that all information sets out costs and activities as simply and clearly as possible and is communicated well in advance, to enable families to plan for any charges.

6.0 Remissions

6.1 Students whose parents/carers are in receipt of the following support payments will, in addition to having a free school meal entitlement, also be entitled to the remission of charges for board and lodging costs during residential and other Academy trips.

6.2 The relevant support payments are:

- Income Support
- Income Based Jobseeker's Allowance
- Income-Related Employment and Support Allowance
- Support under Part VI of the Immigration and Asylum Act 1998
- Child Tax Credit, where the parent/carer is not entitled to Working Tax Credit and whose annual income (as assessed by the Inland Revenue) does not exceed £16,105 (as at April 2016) (in respect of this item, account will need to be taken of any revision to the amount)
- Guarantee element of State Pension Credit

A child aged 16-18 is also entitled if they receive any of the above benefits in their own right.

6.3 All letters to parents/carers regarding activities which request a contribution will include a statement inviting those parents/carers receiving any of the benefits above to contact the Academy in confidence if they would like their child / children to participate and giving details of the relevant benefit to allow the Academy to confirm this where required.

7.0 Voluntary Contributions

7.1 Head Teachers may ask parents/carers for a voluntary contribution to support Academy activities.

7.2 The terms of any request made to parents/carers will specify that it is a voluntary contribution and in no way represents a charge. In addition the following will be made clear to parents/carers:

- a) That the contribution is genuinely voluntary and a parent/carer is under no obligation to pay.
 - b) That registered pupils at the Academy will not be treated differently according to whether or not their parents/carers have made any contribution in response to the request.
 - c) The activity may not take place if insufficient contributions are made.
- 7.3 The responsibility for determining the level of voluntary contribution is delegated to the School Business Manager, under the direction of the Head Teacher.
- 7.4 The Head Teacher will have the responsibility for determining which students attend an activity.

8.0 Lettings

- 8.1 A letting may be defined as “any use of the academy buildings and grounds by parties other than the academy”. In line with the Trust’s Financial Regulations and Procedures School Business Managers are responsible for maintaining records of bookings for facilities and for identifying the sums due from each organisation. Payments must be made in advance for these facilities whenever possible and charges levied must be on a full cost recovery basis. This would take into account all relevant costs such as, but not limited to, staffing, security, utilities and cost of the use of any equipment. An additional rate of return can be applied when operating in a commercial environment. Where an academy wishes to charge a rate at lower than full cost this must be approved by both the Head Teacher and Chair of LMB/Finance Committee with the reasons documented. Further advice can be provided by the Trust’s DFCS. The scale of charges will be determined annually by each academy’s Local Management Board or Finance Committee.
- 8.2 Lettings that are well managed will enable safe access to the academy’s premises, promote use by the wider community and safeguard the interests of both the academy and Trust.
- 8.3 There are three types of letting agreements:
- Short Form Lettings Agreement – this arrangement is used when members of the public wish to use an area of the academy premises for an activity. An example is the use of a MUGA pitch to play football, or use of a room for members of the public to practice sewing. A Lettings Agreement should be completed which lists terms and conditions for the use of the premises. Anyone wishing to hire a room on behalf of a commercial organisation, registered charity, established group/ association or who is employed for the purposes of the activity must enter into a Facility Hire Agreement. Anyone providing a service to children will also require a Facility Hire Agreement. This

agreement does not create a business tenancy. The Applicant should sign the Lettings Agreement, acknowledging and agreeing to adhere to the stated terms and conditions (see Appendix A).

- Facility Hire Agreement – this agreement is used when the Local Management Board is approached by a third party to provide a service/ activity to children or members of the community on the academy premises. Such activities will not be supervised by academy staff. Examples include dance tuition, arts and crafts clubs, sports coaching, community groups, associations and commercial organisations. This agreement does not create a business tenancy. Applicants should complete the application form and return it to the School Business Manager (see Appendix B). Once approved the guidance attached at Appendix C should be used to allow for the template agreement (See Appendix D) to be populated and signed by both parties.
 - Permanent Lease Agreement – this agreement is used when the Local Management Board wishes to have permanent groups on site who occupy parts of the premises on an exclusive basis. The academy will not have access or use of a room and the occupier controls the space. An example is an independent nursery occupying a part of the academy premises. A lease agreement will be required for this arrangement. The lease creates a business tenancy. ***Such an arrangement would not be possible without the prior written consent of the Secretary of State for Education, the Trust and the Diocese.***
- 8.4 An academy reserves the right to require a deposit over and above the hiring charge as a surety against damage to the premises (including any equipment) or the premises being left in an unacceptable condition incurring additional cost for cleaning, caretaking or other expenses. The academy will also seek to recover any costs incurred that are unavoidable and result directly from the cancellation of a letting.
- 8.5 Head Teachers will need to be satisfied that the hirer is able to manage the let in accordance with academy's principles and policies before agreeing to accept the booking. If the Head Teacher does not feel that satisfactory management and security procedures will be in place during the letting they should not accept the booking application. If the Head Teacher has any concerns about whether a particular request for a letting is appropriate or not, he/ she should consult with the both the Chair of the LMB and Trust's DFCS.
- 8.6 The School Business Manager will decide what type of agreement is appropriate and ensure all documentation is received, checked and verified. For regular users or block bookings, income due and income received should be recorded, e.g. on control sheets, allowing balances outstanding to be clearly identified. Where lettings income due remains outstanding, prompt and appropriate recovery action should be taken and in line with the Trust's Financial Regulations and Procedures.
- 8.7 The Local Management Board reserves the right to terminate a hiring agreement at any time on reasonable grounds and the right to cancel any booking based on reasonable grounds, giving one month's notice in writing for any cancellation.

9.0 Other charges

- 9.1 Charges may be made in accordance with the Data Protection and Freedom of Information Act legislation.

10.0 Academy Meals

- 10.1 The Trust will determine and publish annually the price to be charged for Academy meals.

11.0 Monitoring and Review

- 11.1 Each School Business Manager is responsible for monitoring all aspects of this policy. An annual report should be provided to each Local Management Board or Finance Committee, giving actual figures around charges levied, parental/carer contributions and lettings users and income.

APPENDIX A – STANDARD LETTINGS AGREEMENT
(Including Terms and Conditions)

LETTINGS AGREEMENT

XXXXXXXXXX, A Catholic Voluntary Academy, part of St Hilda’s Catholic Academy Trust permits the use of space known as XXXXXXXX (Community Room etc.) (“the premises”) within the Academy (“the building”)

To: [Insert name of Hirer]

Of: [Insert Address of Hirer]

On the terms and conditions printed herein.

The Lettings Period:

Period from the: [Insert date from]

To the: [Insert date to]

Subject to the conditions herein.

The Lettings Fee:

Lettings Fee £ _____ (To be paid prior to hire)

Permitted Use:

Permitted Use means _____

Signed on behalf of the Academy (Head Teacher or Chair of LMB):

The hirer hereby confirms that he/she has read and understand these terms and conditions and agrees to be bound by such terms and conditions from the commencement of this agreement.

Print Name: _____

Signed (Hirer): _____ Date: _____

LETTINGS AGREEMENT TERMS AND CONDITIONS

1. FEES

The Lettings Fee is payable prior to the hire.

2. USE AND ACCESS

The Academy permits the hirer to access and use the premises on the times specified for the permitted use only. 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 Academy or any other occupiers within the building or any owner or occupier of neighbouring property.

The Academy retains the right to access the premises at all times during the Lettings Period.

The premises remain in the Academy's legal possession notwithstanding the hirer's occupation thereof during the Lettings Period and that such occupation shall not be deemed to constitute or create any lease tenancy or agreement for the same.

3. CANCELLATION

The hirer will pay the full cost of the hire for bookings cancelled less than 24 hours before commencement.

4. CONDITION AND DAMAGE

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 commenced and each party will agree to the condition prior and after the hire.

Any damage that occurs during the Lettings Period in or to the premises will be the responsibility of the hirer who shall pay to the academy the cost of making good any such damage.

5. PUBLIC LIABILITY INSURANCE

The hirer will hold public liability insurance in respect of their occupation of the premises and will provide a copy of their public liability insurance of £5 million for every hire. A copy of which will be kept by the Academy.

The Local Management Board may at its discretion waive this requirement where the hirer is an individual or small informal group of individuals (not using the academy buildings for commercial or business purposes) who do not hold public liability insurance and who, because of this informal nature, may find it difficult to obtain.

6. INDEMNITY

The hirer shall keep the academy indemnified against all expenses, costs, claims, damage and loss (including any diminution in the value of premises and 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 terms and conditions of this agreement by the hirer, or any act or omission of the hirer, or any other person on the premises with the actual or implied authority of any of them.

7. ASSIGNMENT AND ALTERATIONS

This 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. The hirer shall not make any alteration or addition to the premises and shall not affix any items to the premises.

8. COMPLIANCE WITH HEALTH AND SAFETY, STATUTE AND REGULATIONS

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 legislation.

Risk Assessments and DBS certificates required by the hirer must be supplied to the Academy if so required.

Any portable equipment that is to be used must have a current PAT test certificate.

The hirer must ensure they are aware of the fire exits and the evacuation procedure on hearing an alarm.

9. LOSS

The Academy does not accept liability for loss or damage to property brought onto the premises by or on behalf of the hirer or any of its servants, agents or invitees, however caused.

10. TERMINATION

Should the hirer be in breach of the terms and conditions of this agreement at any time then this agreement can be terminated immediately upon notice by the Academy to the hirer and no Lettings Fee or part thereof will be refundable.

The Academy can terminate this agreement upon one month's notice to the hirer whereupon this agreement shall cease and determine.

Any termination of this agreement shall be without prejudice to the rights of any party against the other in respect of any antecedent breach of the terms and conditions.

12. FORCE MAJEURE

The Academy shall not be liable for any loss or damage which the hirer suffers as a direct or indirect result of the performance of this agreement being prevented hindered or delayed by reason of any act of God, riot, strike or lockout trade dispute or labour disturbance, accident, breakdown of 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 hirer of access to or use of the space.

13. ADVERTISING

The Academy must approve all advertising and posters concerning the use of the premises.

APPENDIX B
FACILITY HIRE AGREEMENT

AGREEMENT APPLICATION FORM

<p>FACILITY HIRE AGREEMENT APPLICATION FORM 1. Your Details:</p> <p>Name:</p> <p>Address:</p> <p>Date of Birth:</p> <p>Tel:</p>
<p>2. Is the application for: (please circle)</p> <p>A) a company/ business</p> <p>B) a charity</p> <p>C) other organisation (please specify).....</p> <p>D) you, the individual completing the application form</p>
<p>3. Organisation Details:</p> <p>(Please complete if you answered A, B or C above)</p> <p>Name of organisation:</p> <p>Registered Number:</p> <p>Address:</p> <p>Tel:</p> <p>What is your association with the organisation? (please circle)</p> <p>A) an employee (please state occupation).....</p> <p>B) the secretary</p> <p>C) the treasurer</p> <p>D) the owner</p> <p>E) a partner</p> <p>F) other (please give full details).....</p>
<p>4. Purpose</p> <p>What is the purpose of the hire (i.e. what activities will be undertaken)?</p>

5. Insurance Requirements

Essential:

Is there Public Liability insurance (to a minimum of £5 million) which adequately covers the proposed activities? (Yes/ No)

If required:

Is there Employee Liability insurance (to a minimum of £10 million) which adequately covers all employees? (Yes/ No)

Please provide a copy of the insurance policy schedules as evidence

(Please note the insurance policy schedules should be in the name of the contracting party i.e. the name of the organisation. The schedules should only be in the name of an individual if you answered D to question 2).

6. Accommodation

What accommodation is required for the hire?

7. Dates and Times

What are the dates and times required?

8. Facilities

What facilities will be required? (e.g. toilets, entrances/ exits, kitchens, car parks etc):

9. Attendees

Approximately how many people will be attending?

What is the age range of those attending?

10. Qualifications

Please list the qualifications required to deliver the activity/ service:

Do the provider(s) have first aid certificates? (Yes/ No)

Please provide copies of qualifications for all providers as evidence. All qualifications must be in date.

11. Health and Safety

Are there generic risk assessments which cover the activities which will be undertaken?

Please provide a copy as evidence

Please note that if this application is successful the risk assessments should be reviewed to assess the environment/ location where the activities will be held.

12. Vulnerable Groups

Please provide evidence of the following documents if delivering activities/ services to vulnerable groups:

Safer recruitment checks – required for all providers

Current Enhanced CRB – number, date and clearing house

Right to work in the UK

Identity

Safeguarding Training – required for all providers

Introduction to Working Together to Safeguard Children/ Awareness Raising in Child Protection (as appropriate) – must have 6 months left to run on training

Certificate of attendance at Safer Recruitment Training (as appropriate)

Safeguarding Procedures including:

Contingency arrangements for emergencies

Child protection policies ratified by MSCB

Correct ratio of child to adults

Procedures for waiting with children until parents pick them up

First Aid Training certificates

APPENDIX C FACILITY HIRE AGREEMENT

Facility Hire Agreement - Guidance

INTRODUCTION

A Facility Hire Agreement creates legal rights and responsibilities and so the parties need to consider whether they should take independent legal advice about entering into it. The individuals signing on behalf of the 'User' may be taking on personal liability by doing so.

The Facility Hire Agreement is intended to set out standard terms which Academy and third parties might consider adopting, with spaces for information that the Academy and the third party can add based on what they have agreed. These Notes provide guidance on the standard terms and the areas where the parties need to add extra information.

NOTE 1 - THE PARTIES

The "User" is the legal entity in which the academy is contracting with i.e. a registered commercial organisation or charity.

If the User is an organisation, the name of the organisation, registered address and registration number should be stated as the contracted party.

If the User is not a registered organisation (i.e. partnership or club) it is important to set out the name and address of the individual who is authorised to sign the agreement on behalf of the User.

If the User is an individual, set out their name and address.

NOTE 2 - THE TRANSFERRED AREA

It is useful to attach a plan to the Facility Hire Agreement marking the area that is being transferred. If this is not possible, define the transferred area as clearly as possible [at Schedule 2] to avoid confusion. It is also important to set out what additional areas the user can have access to, such as toilets and changing rooms and to indicate if any particular routes need to be taken.

NOTE 3 - NOTICE PERIODS

The Academy may terminate the agreement at any time by giving two weeks' notice. The third party may terminate the Agreement on two weeks' notice (at no costs).

NOTE 4 – THE FEE

Set out any other arrangements that the parties have agreed, for example, method of payment or day of week for payment.

If the Local Management Board is not charging a fee, include a nominal amount (E.g. £1) so that the other terms and conditions can still be legally-binding on the parties.

NOTE 5 – USER'S OBLIGATIONS

Set out any specific obligations that the parties have agreed.

NOTE 6 – INSURANCE

The insurance policies must be in the name of the User as stated in the contract. Where the arrangements are complex or unusual it is sensible to check with the RPA Insurance Section that the insurance cover is adequate.

NOTE 7 – VAT

If in doubt, seek advice on this clause and the applicability of VAT to the arrangements from the Central Trust Finance Team.

NOTE 8 - SIGNING THE AGREEMENT

To formally complete the Agreement, both parties need to sign it. Normally, the Agreement should be dated with the date that the last party signs it, as this is the date on which the agreement is made. The date of the agreement is set out at the start of the document.

NOTE 9 – POLICIES AND PROCEDURES (SCHEDULE 3)

There are a number of policy/ procedure decisions to consider when developing a Facility Hire Agreement. The following should be included in the agreement:

Description of the staffing arrangements during the letting

Description of the employment arrangements

Contingency plan for academy closure (both temporary and permanent)

Safeguarding protocols

Equal opportunities policies

Restrictions/ priorities for particular user groups

Health and safety responsibilities

Financial charging arrangements for management and overhead costs

Data protection, confidentiality and records retention.

FACILITY HIRE AGREEMENT CHECKLIST

Information for Academies:

- Intended use meets with Lettings policy
- Facilities identified for hire can be let to the third party with no impact on academy service delivery and can be accessed without interaction with academy children (unless after academy provision)

Information Required for Facility Hire Agreement:

- What time is the facility to be hired out?
- What access is required for the hire i.e. toilets/entrances/exits/kitchen?
- Which areas of the academy can be securely locked to ensure the academy is secure but whilst still maintaining fire exits

- Fee Level to be assessed (full cost recovery)

Are there any additional costs directly relating to letting? i.e. caretaker overtime

What are costs of the facilities- contribution to utilities/cleaning?

Signed agreement is to be kept on file with copies of documentation and reviewed annually

Evidence Required from User:

Copies of the following are held:--

- Public Liability Insurance minimum of £5million
- Risk Assessments
- Safer Recruitment Checks
 - Current Enhanced DBS – number, date and clearing house
 - Right to work in UK
 - Qualifications relevant to service delivery
 - Identity

Safeguarding Training:

Introduction to Working Together to Safeguard Children/Awareness Raising in Child protection (6 months minimum left to run on training), whichever is the most appropriate for particular job roles (for childcare provision speak to your assigned Childcare Development Officer.

Certificate of attendance at Safer Recruitment Training for those members of staff with Recruitment and Selection responsibilities.

Safeguarding Procedures (incl. but not limited to);*

Contingency arrangements for emergencies

Child protection policies ratified by MSCB

Correct ratio of child to adults i.e. minimum 2 adults

Group/hirer responsible for children until parents pick them up

First Aid and Health and Safety Policy

Emergency Contact Details

First Aid Training certificates

Recruitment and Vetting procedure for those organisations responsible for the recruitment of staff.

*only relevant when hirer is dealing with Vulnerable Groups