



Wincham Community Primary School

"Learning Together For the Future"

Charging & Remissions Policy

Our School Mission Statement

Learning together for the future in a safe,

happy and supportive community.



Reviewed & amended by MB 20.10.17

Approved by the Finance Committee 20.10.17

Approved and adopted by Governors 27.6.14

Reviewed and amended by MB 20.10.17

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Statement of intent

Wincham Community 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.
- To inform parents on low incomes and in receipt of relevant benefits of the support available to them when asking for contributions.

Signed by:

_____ **Headteacher**

_____ Chair of governors

Date: _____

Date: _____

1. 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 (2014) 'Charging for School Activities'
- DfE (2017) 'Governance Handbook'

2. Charging for education

2.1. 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.
- Entry for a prescribed public examination, if the pupil has been prepared for it at the school.

2.2. We may charge parents for the following:

- Materials, books, instruments or equipment, where they desire their child to own them
- [Optional extras](#)
- [Music and vocational tuition \(in certain circumstances\)](#)
- Use of community facilities

3. Optional extras

3.1. We may charge parents for the following optional extras:

- Education provided outside of school time that is not:
 - Part of the national curriculum eg an extra-curricular club.
 - Part of a syllabus for a prescribed public examination that the pupil is being prepared for at the school.
 - Religious education.

- Examination entry fees where the pupil has not been prepared for the examinations at the school
 - 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
- 3.2. 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
- 3.3. 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.
- 3.4. 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.

4. Examination fees

4.1. We may charge for examination fees if:

- The examination is on the prescribed list (which includes SATs, GCSEs and A levels), but the pupil was not prepared for it at the school.
- The examination is not on the prescribed list, but the school arranged for the pupil to take it.
- A pupil fails, without good reason, to complete the requirements of any public examination where the governing body or LA originally paid or agreed to pay the fee.

5. Examination re-sits

5.1. If parents consider it to be in the best interests of the pupil to request that an examination is re-marked, any fees involved must be covered by the parents.

- 5.2. If the school agrees that it is in the best interests of the pupil to request that an examination is re-marked, then fees will be covered by the school.
- 5.3. If the awarding body changes the overall grade of the result, the school will not be charged by the awarding body and the parent/pupil will have their fees refunded.

6. Voluntary contributions

- 6.1. We may, from time-to-time, ask for voluntary contributions for 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.
- 6.2. 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.
- 6.3. We will strive to ensure that parents do not feel pressurised into making voluntary contributions.

7. Music tuition

- 7.1. 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.
- 7.2. The charges will not exceed the cost of the provision, including the cost of the staff providing the tuition.

8. Transport

- 8.1. 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 body or LA has arranged for pupils to be educated.

9. Residential visits

- 9.1. We will make a charge for residential trips. The whole of the cost of the trip will be divided equally between the numbers of children planned to attend.
- 9.2. Whilst all possible measures will be taken to ensure children can attend a residential trip, such as long timescales, and where arranged in advance, a payment plan extended after the date of the trip, non-payment will result in the child being unable to take part in the residential trip unless for reasons outlined in 9.3
- 9.3. 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:
 - Universal Credit
 - Income Support
 - Income Based Jobseekers Allowance
 - 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) did not exceed £16,190 in the previous financial year
 - The guarantee element of State Pension Credit
 - An income related employment and support allowance
- 9.4. Any charges for extended day services will be optional.

10. Damaged or lost items

- 10.1. 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.

11. Nursery

- 11.1. The costs for additional sessions within the Schools EYFS Setting.
- 11.2. Children aged 3+ can have sessions in the Nursery as part of their 15 hours allocation, or 30 hours allocation (if the 30 hours have been verified with the relevant code obtained from the DfE website)
- 11.3. Children can have additional hours to their 15 or 30 free hours, chargeable per hour.
- 11.4. There is an additional cost for snacks in Nursery.
- 11.5. The costs for 'Lunch Time Club'. The children in the Caterpillars Pre-School and Nursery Setting can extend their morning or afternoon sessions by an hour. The club provides supervision whilst the children eat their packed lunch (which is provided by their parents) and additional play activities are organised. A 'Lunch Time Club' form needs to be completed by the Parents or Guardians and a weekly charge is made, (see Office for rates) Lunch Time Club places are available first to children who are in the Nursery in the morning and then Caterpillars in the afternoon (all day care)

12. Remissions

12.1. 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.

12.2. Parents in receipt of any of the following benefits may request assistance with the costs of activities:

- Universal Credit
- Income Support
- Income Based Jobseekers Allowance
- 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) did not exceed £16,190 in the previous financial year
- The guarantee element of State Pension Credit
- An income related employment and support allowance

12.3. To request assistance, parents should contact the Tracey Woodward (Bursar) via admin@winchamcp.cheshire.sch.uk.

Part 2 - Premises Letting

The objectives of the Premises Letting are:

- ◆ to establish community and adult use of the school premises when not in use by the school
- ◆ to ensure that a fair system of charging for lettings is established
- ◆ to ensure that fees from lettings cover school overheads on maintenance, services, cleaning and wear and tear
- ◆ to ensure that all long-term lettings are supported by the CW&C Council Premise Licence

In accordance with the CW&C Council guidance, the school charges for the following lettings:

A hiring agreement has been drawn up by Property Management and Legal colleagues for use by Headteachers to cover all third party use of premises **except:-**

1. Childcare provision - providers of services linked to children from the school or within the community or services within the broader remit of education or child care provision - breakfast, after school and holiday care clubs, playgroups, private nurseries etc. require a hiring agreement.

2. Commercial use (profit making) – for this provision a lease will be required, rather than the hiring agreement.

3. Exclusive use (with own access and key holding) - a lease will be required, rather than the hiring agreement.

The hiring agreement can be used by schools to cover periods of up to one year ie. renewable annually.

The school needs to ensure that a lease, licence or hiring agreement is in place before any third party (including a Voluntary Management Committee formed from members of your Governing Body) is allowed to take occupation on the school site (either buildings or land).

Failure to have a lease, licence or hiring agreement in place may result in a claim to the Governing Body for compensation from the third party if the area being used is required by the School or the Local Authority at some time in the future. When drawing up leases, the CW&C Council contracts out of the Landlord and Tenants Act to avoid the third party claiming a business tenancy.

Leases / licences are drawn up by CW&C Council Legal Services, upon instruction from the CW&C Property Management Service. **However, initial enquiries should come through the SLT and Governors Premise Sub-Committee:**

Mary Oliver tel: 01244 972395 e-mail mary.oliver@cheshire.gov.uk

who will ensure that, in school planning terms, the proposal can be supported.

See Appendix A , B & C

Appendix A

WINCHAM COMMUNITY PRIMARY SCHOOL

TRANSFER OF CONTROL AGREEMENT

(COMMUNITY SCHOOL)

Between:

The Governing Body of Wincham CP School

Whose nominated representative is:

Name.....

Phone.....

Email.....

And

[.....] (“the Service Provider”)

Whose contact details are:

Contact Name.....

Address.....

.....

Phone.Email.....

The land upon which the School is situated and the School buildings are owned by CW&C Council. Under the School Standards and Framework Act 1998 the Governing Body controls the occupation and use of the School premises. The Governing Body has resolved to allow the Service Provider to use part of the School premises on the terms set out in this Agreement.

This Agreement shall incorporate the implied terms set out in Schedule 13 of the School Standards and Framework Act 1998. In accordance with Schedule 13, this Agreement does not grant any property interest to the Service Provider.

The Governing Body and the Service Provider agree that the Service Provider shall be allowed to use the following parts of the School premises:

.....
.....

on the following days at the following times:

.....

between the following dates:

.....

for the purpose of:

.....

.....

The Service Provider agrees to pay the following sums for this use:

£.....

The Service Provider confirms that they have read and understood the Conditions attached to this Agreement.

The Service Provider has provided the following documents in connection with this activity and confirms that their contents are true, accurate and up-to-date:

Risk assessment for the proposed activity.

Evidence of public liability cover in a minimum sum of £5,000,000 (unless excepted from this requirement under condition 2.6 of this Agreement).

The Service Provider confirms that it has carried out enhanced CRB checks on all appropriate individuals responsible for the proposed activity and is satisfied that based on this information they do not present a risk to children.

Signed:

.....

Date:

On behalf of the Governing Body

.....

Date:

On behalf of the Service Provider

WINCHAM COMMUNITY PRIMARY SCHOOL

The Service Provider should retain these Conditions

SCHOOL PREMISES TRANSFER OF CONTROL - CONDITIONS

1. In this Agreement:
 - 1.1 “the Governing Body” means the Governing Body of the School
 - 1.2 “the Owners” means CW&C Council
 - 1.3 “the Service Provider” means the person signing the application form and in addition any organisation for whom he/she is stated in such form to be representing. The liability under this Agreement of such person and such organisation shall be joint and several.
 - 1.4 “the School Premises” means the above-mentioned School or any part of it

2. The Service Provider shall:
 - 2.1 not permit more persons to be in the School Premises at any one time than any limit specified by the Governing Body, the Owners or their representatives.
 - 2.2 not use the School Premises or the relevant part thereof other than for the purposes and at the times stated on the application form.
 - 2.3 accept that this Agreement is personal to the Service Provider and any organisation which he/she represents and is not assignable and no other person or organisation shall be permitted to use or share the School Premises under the terms of this Agreement. It constitutes permission only to use the School Premises and confers no tenancy or other right of occupation on the Service Provider.
 - 2.4 not permit any animals to be brought onto or kept on the School Premises.
 - 2.5 comply with and observe the School’s no-smoking policy on all parts of the School Premises including its grounds (not just in that part of the School Premises occupied under this Agreement).
 - 2.6 indemnify and keep the Owners and the Governing Body indemnified against all personal injury claims, damage to the School Premises and/or damage or loss of any property on the School Premises occurring in relation to the

occupation or use or while persons are entering or leaving the School Premises pursuant to the activity however and by whomsoever caused and shall obtain public liability insurance cover in a minimum sum of £5m for the period of use. A copy of such insurance cover must accompany the application form and be submitted to the Governing Body at least 48 hours before occupation or use commences.

The only exception to the above insurance requirement is if the Service Provider is an individual person occupying for sole use, or a loose-knit group using the building for the benefit of the community. In these circumstances the Governing Body can exempt the Service Provider from the need to have Public Liability insurance, providing risk management controls are in place.

For the loose-knit community groups a risk assessment must be completed by the Service Provider for the activity itself and submitted to the Governing Body with the application form.

- 2.7 accept that neither the Governing Body nor the Owners shall be responsible for any loss, theft or damage to any property arising out of the activity nor for any loss, damage or injury which may be suffered by or be done or happen to any person using the School Premises during or in relation to the activity arising from any cause whatsoever or for any loss due to any breakdown of machinery, failure of supply of electricity, leakage of water, fire, government restriction, requirement of the Local Authority or Act of God which may cause the School Premises to be temporarily closed or the activity to be interrupted or cancelled and the Service Provider shall indemnify the Governing Body and the Owners against any claim which may arise out of the activity or which may be made by any person using the School Premises during or in relation to the activity in respect of any such loss, damage or injury.
- 2.8 accept that the use of the School Premises is in common with the Governing Body and the Owners and any other persons authorised by them and the right at any time to enter the School Premises and remain on the premises during the activity is reserved to the Governing Body and the Owners.
- 2.9 shall ensure that at all times good order is kept on the School Premises.
- 2.10 not use school equipment without the Governing Body's specific consent. Any telephone calls on the school phone must be paid for unless they are genuine emergency calls.
- 2.11 accept that the Governing Body and the Owners may put a stop to any activity on the School Premises which in their opinion may put at risk the health, safety and wellbeing of children or other participants and shall be entitled to cancel the booking whether before or during the activity without notice or refund of any fees paid.
- 2.12 ensure that no bolts, nails, screws, bits, pins, spikes or other objects shall be driven into the fabric or furnishings of the School Premises nor shall any

articles be affixed thereto without the prior permission of the Governing Body or its representative.

- 2.13 ensure that no structural alterations whatsoever shall be made to the School Premises.
- 2.14 ensure that no footwear shall be worn which could damage the surface of any floor. Any black marks from footwear must be removed at the end of each session of use.
- 2.15 leave the School Premises in a clean and orderly state at the end of each session of use.
- 2.16 ensure that all property brought onto the School Premises during each session of use is removed on the expiration of each session if required by the Governing Body. The Governing Body shall not be responsible for any property left behind and reserve the right to charge extra while it is on the School Premises.
- 2.17 ensure that no slogans, advertisements, flags, emblems or decorations shall be displayed outside the School Premises whether affixed to the same or free standing and the Service Provider shall remove any slogan, advertisement, flag, emblem or decoration displayed inside the School Premises if in the opinion of the Governing Body it shall be unlawful, unseemly, libellous or expose the School Premises to an undue risk of fire or is likely to lead to a disturbance or is otherwise regarded as inappropriate.
- 2.18 ensure that no exits are blocked or chairs or obstructions are placed in corridors or fire appliances are removed or tampered with and the Service Provider shall ensure that users of the School Premises are aware of the locations of emergency exits and fire-fighting equipment. The Service Provider shall co-operate in fire drills from time to time.
- 2.19 ensure that any lights or other electrical apparatus which shall be connected to the electrical installation in the School Premises shall be properly insulated and fused and electrical plugs and sockets shall not be overloaded. All must be fully electrically tested and comply with the current Electricity at Work Regulations. No unauthorised heating appliances shall be brought onto the School Premises or used in them.
- 2.20 ensure that the playground is not used for parking other than with the specific consent of the Governing Body.
- 2.21 comply with all conditions attached to any music or dancing licence and any theatre licence for the School Premises. A copy of each such licence may be seen on application to the Governing Body and the Service Provider shall be deemed to have had notice of all such conditions and shall indemnify the Governing Body and the Owners against all losses costs damages and expenses resulting from any failure to comply with the same.

- 2.22 strictly comply with all legal requirements regarding the sale and consumption of alcoholic liquor, the performing of plays and the exhibition of cinematograph films and shall not infringe any copyright subsisting under the Copyright Act 1956. The Governing Body and the Owners shall be entitled to require proof that the provisions of this clause have been complied with not less than 48 hours before the activity commences. All legal requirements of Gaming and Lottery legislation shall similarly be observed without infringement.
 - 2.23 ensure that all scenery and costumes used for stage performances and the like are fire-proofed.
 - 2.24 if the activity includes the use of the School kitchen ensure compliance with all such conditions as the Governing Body may prescribe at the time of the activity.
 - 2.25 ensure that nothing shall be done on the School Premises which shall endanger other users or invalidate any insurance cover relating to the School Premises.
 - 2.26 ensure that any activities involving children comply with all relevant legislative, local Children's Services, local authority and OFSTED requirements as are appropriate including the necessity of obtaining CRB disclosure checks on all adults in attendance for the Service Provider's activities when children are on the School Premises.
 - 2.27 ensure that any payments are made using the method and timing specified by the Governing Body. If payment is required in advance, the Service Provider will have no right to use the School Premises until full payment is received. In the event of cancellation howsoever caused the question of any refund shall be at the absolute discretion of the Governing Body.
 - 2.28 comply with any guidance on acceptable/unacceptable behaviour and/or requirements for use provided to the Service Provider by the Governing Body.
 - 2.29 at all times during the activity to comply with the School's security, fire and health and safety arrangements as brought to the Service Provider's attention and ensure that any specific instructions in relation to site security are carried out in accordance with such instruction.
 - 2.30 be responsible at its own expense for carrying out its own risk assessment with regard to the activity.
-
- 3 This transfer of control agreement may be terminated by either party giving to the other one month's notice in writing, such notice from the Service Provider to be served on the Governing Body for the time being and such notice served by the Governing Body or the Owners to be served on the

Service Provider or the Service Provider's representative at the address stated in this Agreement service by fax or email not being acceptable.

Notice to terminate having immediate effect may be served by the Governing Body or the Owners on the Service Provider in the event of mis-use, damage caused to property, fixtures and fittings or damage to persons or other fundamental breach of these terms and conditions.

NOTE: All arrangements for use of the School Premises are subject to the Governing Body and/or CW&C Council reserving the right to cancel bookings when the School Premises are required for use by the School or are rendered unfit for the intended use howsoever caused

13. Monitoring and review

13.1. This policy will be reviewed annually by the Finance Committee.