

# **Charging Policy**

Empathy, Respect, Forgiveness and Responsibility

Committee Responsible:	Resource, Finance and Personnel
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#### **Mission Statement**

At The King's CE School

we believe that everyone is unique and created in God's image.

We enable all to achieve their God-given potential;

to grow, learn and aspire;

to transform their lives and the lives of others

and to journey in faith without limits

within a unified, respectful and harmonious community.

'Be joyful. Grow to Maturity. Encourage each other. Live in harmony and peace. Then the God of love and peace will be with you' 2 Corinthians 13 v 11.

# 'Aspire, Believe and Achieve Together'

Aspire to be the best that we can be... Believe that anything is possible... Achieve beyond what we ever imagined...

- ◆ Learn and worship in the name of God Father, Son and Holy Spirit revealed in the life, death, and resurrection of Jesus Christ and value, respect and celebrate all faiths and cultures.
- Believe in themselves and become successful adult developing their vision, faith, ambition and aspirations.
- Develop a resilience and inner strength to overcome life challenges.
- Embrace life-enriching experiences and make well-informed lifestyle choices that promote health and wellbeing.
- Develop thinking skills and transferrable skills, working in partnership to become lifelong learners.

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#### **INTRODUCTION**

Sections 449-462 of the Education Act 1996 set out the law on charging for school activities in schools maintained by local authorities in England. This guidance has been written to provide information and complements the information given in "A Guide to the Law for School Governors" and accurately reflects the terms of the Education Act 1996, but it is not a substitute for those terms.

The Governing Body of The King's C of E School sets out the policy on charging and remissions for school activities and relevant amendments will be made as and when required.

Charges may be made for some activities that are known as "optional extras". Where an optional extra is being provided, a charge can be made for providing materials, books, instruments, or equipment.

The broad principles are:

- i. that no child will be disadvantaged by being unable to pay
- ii. that the details of the policy are communicated to parents/guardians and the community

#### **SPECIFIC CHARGING**

#### **SCHOOL FUND**

Legislation does not prevent the School Governing Body from asking for voluntary contribution for the benefit of the school or any school activities. However, if the activity cannot be funded without voluntary contributions, the Governing Body or Principal should make this clear to parents at the outset. The Governing Body or Principal must also make it clear to parents that there is no obligation to make any contribution.

A contribution of £10 for the term or £25 for the whole year, is requested from the youngest child of each family. These funds are used to support a range of pupil activities, including educational visits.

If any parent is unable to make a payment of £10 in one amount, smaller instalments per fortnight are acceptable. The contribution is voluntary.

## **EXAMINATIONS**

The Principal has the delegated responsibility to decide whether pupils are entered for particular examinations (see examination policy). All pupil examination fees for first entry for approved subjects, are remitted and paid for from the School budget.

Any decision on examination re-sit entries for pupils will be made by the senior Vice-Principal (Curriculum and Standards) having taken advice from the relevant Head of Faculty. If the school is recommending that a pupil resits an exam then there will be no charge. If a pupil or their parents is requesting a resit and this is not recommended by the school then the cost of entry will be levied to the pupil.

In the case of English and maths GCSE resits for pupils in the 6<sup>th</sup> form there is an automatic requirement for them to re-sit at the earliest opportunity and to continue resitting until they are successful (or until they leave the 6<sup>th</sup> form). For such resits there will be no charge made to a student who has not attained a grade 4 in that subject. Any pupil who has attained a grade 4 or higher in GCSE English and/or maths and who wishes to be re-entered in order to secure a higher grade will be charged in full for their entry.

The Governing Body has the authority to charge for examination entries in certain circumstances. These include:

- i. Candidates who fail to complete course work after entries are made or miss an examination paper without a valid reason as recognised by the Examination Bodies, will be charged the wasted examination fee.
- ii. External candidates will be charged the full examination fee.

#### **VISITS**

No child should be excluded from an activity simply because his or her parents are unwilling or unable to pay. If insufficient voluntary contributions are raised to fund a visit, then it may be cancelled. If a parent is unwilling or unable to pay, their child must still be given an equal chance to go on the visit and at the outset, parents should be made aware of what the policy for allocating places on school visits will be.

Staff organising any school visit will consult the Staff Handbook to ensure that the proposed arrangements are within the School and LA Guidelines.

- Non-residential visits, which form an essential part of a programme of study, will be subsidised. Such visits will be built into courses well in advance and for each Financial Year [April to March] general approval for such visits should be confirmed when other capitation requests are being made. If confirmed, adequate funding will be made available.
- Other visits may also be funded, fully or partially, depending on the desirability of the visit and available funds. General proposals should be submitted in March whenever possible, as it assists with the arrangement of an equitable distribution of the limited funds available.
- Even when visits are to be paid for entirely by voluntary pupil contributions, approval is needed before any arrangements can be made, in order not to place undue pressure on parents.
- iv Visits to be arranged on the basis that parents are asked to either pay full costs or a contribution towards the full cost, may be cancelled if the total income does not meet the proposed cost.
- v In the event of a pupil or parent indicating financial hardship, the Head of Faculty and the visit organiser should immediately be informed. They will then make any necessary arrangements to establish the nature of the difficulty and liaise with the Principal regarding the possible financial implications of a pupil (or pupils) being unable to pay for a school trip.

Where a group contains pupils from other schools, different arrangements apply:-

The school organising the visit is responsible for all the arrangements, including any subsidies for all pupils equally, except in the case of hardship, where the pupil's own school takes such responsibility. The teacher organising the visit must keep all schools fully informed at all times; particularly with regard to dietary and financial arrangements.

#### **LETTINGS**

School lettings are charged according to the terms and conditions outlined in the 'Conditions of Lettings Policy' and reviewed at the beginning of every academic year by the Resource & Finance Committee (Appendix 1 & 2).

#### **INSTRUMENTAL TUITION**

The Governing Body is authorised to charge for music tuition outside normal classroom activities. Although the law states that all education provided during school hours must be free, music lessons are an exception to this rule.

Charges may be made for teaching 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.

- A contribution of £50 for each individual pupil receiving peripatetic music tuition, including vocal lessons, will be requested at the beginning of each term.
- For Pupil Premium pupils and pupils studying music GCSE and A Level (or BTEC equivalents) this will be £25 per term

#### **Post-16 Consortium Education**

A financial agreement is in place between all schools within the consortium and this lays out the charge per student per term. Currently this is £300 per student per term, therefore £900 per year.

Parents/Guardians of pupils who study practical subjects may be expected to purchase any finished products which a pupil wishes to own.

#### LOSS AND DAMAGE TO SCHOOL PROPERTY

Parents/Guardians of a pupil who damages or loses any item of school property or equipment, are liable for the cost of repair or replacement.

#### **PHOTOCOPYING**

Pupils are allocated a set number of photocopies per week, monitored by the ICT team.

### **SCHOOL MEALS**

Charges following the LA recommendations. The pricing of school meals is reviewed annually.

### **SCHOOL CONCERTS AND PRODUCTIONS**

A nominal charge from spectators for School Concerts and Productions should be levied.

#### **CONDITIONS OF LETTINGS POLICY**

# SITE MANAGEMENT TEAM OR OTHER AUTHORISED PERSONS SHALL BE ALLOWED UNIMPEDED ACCESS THROUGHOUT ALL PARTS OF THE PREMISES DURING THE PERIOD OF THE LETTING

These Conditions are IMPORTANT and must be adhered to by all Hirers

- 1. Hire charges must be paid, during the period of the agreement whether or not the option to hire is actually exercised on a particular occasion. Non payment will result in the termination of the agreement forthwith and the Hirer will be liable for the payment of V.A.T on all previously exempt hiring, during the period of this agreement.
- 2. The agreement must be for the period of the playing season for the sport or at least three calendar months, whichever is less.
- 3. The agreement period must include at least <u>TEN</u> individual hirings occurring not less frequently than <u>ONCE</u> a fortnight.
- 4. The Hirer is granted exclusive use of the sports facilities as defined in the agreement, during each period of hire.
- 5. The Hirer shall not assign the benefit or burden of the Agreement or any part thereof or sub-let any part of the premises.
- 6. The Hirer shall indemnify the Governors against all claims, demands, actions and proceedings arising out of any infringement of copyright or the unauthorised playing, performance, or use of any sound recording or any sound recording reproduction equipment or any other apparatus occurring during he period of hire on the premises.
- 7. The Hirer shall:
  - a) Repay to the Governors on demand the cost of reinstating or replacing any part of the premises or any property belonging to the Governors in or upon the premises which shall be damaged or destroyed (otherwise than by fire) stolen or removed during the period of hire or prior or subsequent thereto if in relation to or by reason of the hiring. The amount of the cost shall be certified by the Governors whose certificate shall be final.
  - b) Indemnify the Governors against all claims, demands, actions or proceedings in respect of:
    - i) Any damage to or loss of property in the premises belonging to any person except the Governors.
    - ii) The death of or injury to any person howsoever or by whomsoever caused which shall occur while such person is in or upon any part of the premises or arise from any accident or occurrence which shall occur while such person is in or on any part of the premises or in respect of any loss or damage suffered or sustained by any person in consequence of such death or injury.

Provided always that the indemnity given by sub-clauses (i) and (ii) hereof shall not apply to:-

c) i) Damage. Loss, death or injury occasioned by or in consequence of (1) bursting of
or overflowing from any heating, ventilating, lighting, electrical or water
equipment or apparatus of the Governors, unless such bursting or overflowing
shall be caused by actions or by reason of instructions of the Hirer or his
servants

or agents, (2) lightning, thunderbolt, earthquake, storm, tempest, flood, aircraft,

articles dropped therefrom, aerial objects or impact of vehicles, horses or cattle or

- the acts of foreign enemy or wilful destruction by or under the order of the Government or any Public Authority.
- iii) Removal of any property in the premises in consequence of a confiscation, nationalisation or requisition.
- d) Damage, death or injury caused by any defect whether of construction, treatment or arrangement of any part of the premises or any of the fixtures therein unless such defect shall be caused by the actions or by reason of instructions of the Hirer or his servants or agents.
- 8. ALL HIRERS ARE REQUIRED TO HAVE IN PLACE THEIR OWN PUBLIC LIABILITY INSURANCE, AT THE REQUIRED LEVEL OF £5 MILLION LIMIT OF LIABILITY, PRIOR TO THE HIRE OF ANY FACILITY. A COPY OF THE INSURANCE SCHEDULE EVIDENCING SUCH COVER MUST BE FORWARDED WITH APPLICATION FORM.

The Hirer shall inform the Governors forthwith of any abnormal use to which it is intended to put the premises or of any special risks inherent in the hiring.

- 9. The premises must be left clean and tidy on the termination of the hiring and in as good condition as at the start of the hiring, failing which the Hirer shall pay the Governors such reasonable charge for putting the premises in such good order and condition.
- 10. Intoxicating Liquors shall **NOT** be consumed on school premises without prior approval. Where approval is granted for 'bar facilities' the persons preparing or dispensing intoxicating liquors and soft drinks are food handlers, and as such must conform to the appropriate health and hygiene regulations.
- 11. Smoking is **NOT** allowed in or around the premises required for hire, therefore the Hirer is requested to ensure this condition of letting is observed.
- 12. No person shall in any part of the premises:-
- i) Bring any article of any flammable or explosive character, or any article producing an offensive smell, or any oil, electric, gas or other engine.
- ii) Bring, place or erect any furniture, fitting, erection or structure.
- Place or fix any additional or decorative lighting or any decorations, shrubs,
  plants or similar things. Place, fix or exhibit any advertisement in or upon any
  part of the premises without the previous written consent of the Governors. If required
  by the Governors, the Hirer must arrange for a firefighter, to be approved by the Chief
  Fire Officer of Wolverhampton, to attend during the period of hire.
- 13. Furniture or equipment must **NOT** be moved, except within room hired. No gymnasium

apparatus, fixed or portable, is available. Pianos must not be moved under any circumstances.

- 14. Nails, screws or other fittings must not be affixed to any part of the premises or furniture.
- 15. All exits to the premises must be kept clear of obstruction. It is advisable to consider the means of evacuating the premises in the event of a fire and ensure that all members of their group are made aware of the location of fire exits. It is also advisable that Hirers ensure someone in their group has access to a mobile telephone in the event of an emergency. Please note that the provision of first aid items is not the responsibility of Governors. If this is an issue you are advised that appropriate arrangements are made.
- 16. All hiring will cease at the end of July in any year, and users will be able to re-apply if they wish to use the premises for the next academic year, commencing September, although the use of the same accommodation or facilities cannot always be assured.
- 17. Accounts for hiring charges, in respect of occasional use, should be paid on receipt of an invoice.

Accounts for hiring charges for regular use of premises, where applicable, will be charged on one invoice which will be issued at the commencement of the contract with arrangements set up for payment by instalments, at no extra cost to the Hirer. Any anomalies will be rectified on the completion of the contract. Failure to comply with this request may result in the suspension of premises.

Note – a retainer fee of £25.00 will be charged if a letting is cancelled within the first month.

Adequate notice of cancellation, **not less than 48 hours**, must be forwarded to the Letting Officer at the school so that a credit may be raised otherwise charges will be payable.

- 18. **Two** qualified lifesavers to the level required by the Royal Life Saving Society must be in attendance where swimming pools are used. Hirers must adhere to the minimum safety requirements for teacher to pupil ratios, which is, 1:20 for swimmers for non-swimmers and beginners.
- 19. Lettings relating to gymnastics / sports halls:
  - a) The only ball allowed shall be a Melton cloth ball or such other ball as may be approved in advance by Governors.
  - b) Black soled training shoes/plimsolls shall not be worn.
- 20. **Judo / Karate Clubs** etc., providing instruction in Martial Arts shall present a current certificate of registration for examination and confirmation that a qualified instructor will attend at all sessions. All clubs to be affiliated to the appropriate karate association.

No hiring of facilities will be permitted until the above requirements have been met. Instructors in charge of classes shall keep licences and grading records available for inspection at all times.

- 21. Lettings relating to activities involving admission of the general public:
  - a) Where public performances are held in school premises it will be the Hirers responsibility to obtain either a public entertainments licence or stage play licence as appropriate. Application for such a licence should be made direct to:

    The Chair of Governors of The King's School.

No letting falling within this category will be eligible to take place until the appropriate licence has been granted and final confirmation of the letting will not be made until such a licence has been produced for inspection.

- b) Food for consumption by the general public:
  - i) shall not be cooked or prepared in any domestic premises.
  - ii) shall be prepared in the premises of outside caterers approved by the Chair of Governors and be conveyed to the school in satisfactory containers and a safe and proper manner.
  - iii) no cooking or heating of food shall take place on the premises and no gas bottles shall be taken into the said premises.

Note – School kitchens are not normally available for letting. Schools cannot offer catering facilities except by special prior arrangements, which would involve the employment at their usual wage rate of two members of the Catering Staff.

22. <u>Please note that as the Hirer it is your responsibility to be in attendance at all times during your use and sign the letting sheet provided at the end of your hiring.</u>

# **General Notes**

- a) School use takes precedence over all other in the use of the premises out of school hours. Adequate warning will be given to regular users of any occasion when premises will not be available.
- b) <u>EDUCATIONAL BUILDINGS WILL BE UNAVAILABLE FOR HIRE ON BANK HOLIDAYS AND STATUTORY HOLIDAYS.</u>