

# Phoenix Junior Academy



## Charging and Remissions Procedures (Including Hire of Premises)

Date written:	February 2018
Date received by staff:	February 2018
Date agreed by Local Governing Body:	March 2018
Date to be reviewed:	February 2020

## CHARGING AND REMISSIONS PROCEDURES

### Purpose of Policy

We believe that all our pupils should have an equal opportunity to benefit from school activities and visits (curricular and extra curricular) independent of their parents' financial means. This charging and remissions policy describes how we will do our best to ensure a good range of visits and activities is offered whilst, at the same time, trying to minimise the financial barriers which may prevent some pupils taking full advantage of the opportunities.

### Legislation and Guidance

This policy is based on advice from the Department for Education (DfE) on [charging for school activities](#) and [the Education Act 1996](#), sections 449-462 of which set out the law on charging for school activities in England. Academies are required to comply with this Act through their funding agreements.

This policy complies with our funding agreement and articles of association.

### Definitions

- Charge: a fee payable for specifically defined activities
- Remission: the cancellation of a charge which would normally be payable

### Relationship to other policies

The policy complements the school's equality policy, curriculum policy, finance policy, educational visits policy and the teaching and learning policy.

### Roles and responsibilities of Headteacher, other staff and governors

The Headteacher, staff and governors will ensure that the following applies:

1. *No charges will be made for*

- Education provided during school hours (including the supply of any materials, books, instruments or other equipment)
- Education provided outside school hours if it is part of the National Curriculum, or part of a syllabus for a prescribed public examination that the pupil is being prepared for at the school, or part of the school's basic curriculum for religious education or for the benefit of the pupils of the Academy.
- Tuition for pupils learning to play musical instruments (or singing) if the tuition is required as part of the National Curriculum.
- Education provided on any trip that takes place during school hours. However, Governors have agreed that Voluntary Contributions may be requested.
- Education provided on any trip that takes place outside school hours if it is part of the National Curriculum or part of the school's basic curriculum for religious education.

- Supply teachers to cover for those teachers who are absent from school accompanying pupils on a residential trip.
- Transport provided in connection with an educational trip. However, Governors have agreed that Voluntary Contributions may be requested.

## 2. *Activities for which charges may be made*

- Activities outside school hours - Non-residential activities (other than those listed in 1 above), which take place outside school hours, but only if the majority of the time spent on that activity takes place outside school hours (time spent on travel counts in this calculation if the travel itself occurs during school hours).
- Residential activities - Board and lodging costs (but only those costs) of residential trips deemed to take place during school time. However, pupils whose parents are in receipt of certain benefits (see point 3 below) may not be charged for board and lodging costs. Residential trips deemed to take place outside school time (other than for those activities listed in 1 above). When any trip is arranged parents will be notified of the policy for allocating places.
- Music tuition - for individuals or groups of any appropriate size.

## 3. *Families qualifying for remission or help with charges*

In order to remove financial barriers from disadvantaged pupils, the governing body has agreed that some activities and visits where charges can legally be made will be offered at no charge or a reduced charge to parents in particular circumstances. This remissions policy sets out the circumstances in which charges will be waived.

Parents who can prove they are in receipt of the following benefits will be exempt from paying the cost of board and lodging for residential visits:

- Children eligible for Pupil Premium
- Universal credit in prescribed circumstances
- 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) does not exceed £16,105
- The guarantee element of State Pension Credit
- An income related employment and support allowance that was introduced on 27 October 2008

In addition, whilst experiencing financial circumstances which prevent payment for school events (for example, activities, trips, board and lodgings) parents may seek financial assistance with some or all of the costs.

Such requests should be addressed to the Headteacher who will deal with each individual claim in strictest confidence. Having considered reasons for the claim, the Headteacher will decide whether remission is justified and will notify the parents accordingly.

**4. Additional considerations**

The local governing body recognises its responsibility to ensure that the offer of activities and educational visits does not place an unnecessary burden on family finances. To this end we will try to adhere to the following guidelines:

- Where possible we shall publish a list of visits (and their approximate cost) at the beginning of the school year so that parents can plan ahead
- We have established a system for parents to pay in instalments
- When an opportunity for a trip arises at short notice it will be possible to arrange to pay by instalments beyond the date of the trip
- We acknowledge that offering opportunities on a “first pay, first served” basis discriminates against pupils from families on lower incomes and we will avoid that method of selection.

**5. Use of Academy Facilities**

Recommended hourly rates for facilities

	Facilities	Adult	Junior
1	Use of Main Hall	25.00	20.00
2	Use of Playground/Grass	25.00	15.00
3	Kitchen	10.00	10.00
4	Classroom	15.00	15.00
5	Meeting Room	10.00	10.00
6	Multi-Function (hall/Classroom/Kitchen)	40.00	40.00
7	Conference Room	15.00	15.00

Normal School hours are considered to be 8.00am - 5.00pm Monday to Friday in Term Time.

To open and close the school out of normal hours will be charged at £25.00 per session if the cost of hiring does not exceed this sum.

**Signed.....**  
**(Chair of Local Governing Body)**



## Facilities Booking Form

### The Hirer

Full Name:	
Address:	
Telephone:	Email:

**If acting on behalf of a business, club, organisation etc please state its full name and address plus your position there**

Name of organisation:
Address:
Your position in the organisation:

**State the facilities you wish to hire and dates and times:**

Facilities:	
Dates:	Times:

**Cost of event:** Make cheques available to Phoenix Academy

Amount per event:
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**Insurance:** give details of your insurance provider; a copy is to be provided.

Name of Insurer:
Policy Number:
Expiry Date:
Limit of indemnity:

**DBS Checks/Certificates and qualifications:**

If the activity involves young people (under the age of 18), have all staff working with children been DBS checked?

Yes

No

If so, please supply the DBS numbers:

If you are planning sporting/coaching/specialist activities does your activity leader possess the appropriate qualifications?

Details of qualifications:

**Declaration**

I undertake to pay the appropriate hiring charges

I have read and agreed to be bound by the **Terms and conditions of use**

I agree to indemnify Phoenix Junior Academy and the FPTA Trust against any claims for loss or damage or personal injury or associated costs arising from this agreement

Signature:

Date:

Once completed, this form and a copy of your Public Liability insurance (if applicable) must be returned to the Executive Business Manager.

## **Terms and Conditions of use of Facilities**

### **Health and Safety**

In accordance with the provision of the Health and Safety at Work Act 1974 and Phoenix Junior Academy's Health and Safety Policy, you are reminded that this Act requires that everyone entering the building must take reasonable care for his or her own safety and for others who may be affected by their activities.

### **Applications, Hire and Acceptance.**

Applications for the hire of the facilities must be made on the official booking form.

### **Hire**

Any hire of the facilities must be for the purposes stated on the booking form. You are not permitted to use any other facilities unless otherwise stated on the form. In all correspondence including advertising you must refer to the venue as Phoenix Junior Academy.

### **Times**

Start and finishing times are to be clearly stated on the booking form. You will need to allocate time during your start and finishing times for setting up and packing away. The facilities are to be left in the condition in which they were found. If any mess is made or damage takes place whilst on hire, the hirer will be held responsible and will be charged for the labour to put it right.

### **Damage**

It is a condition of the hire that the hirer shall be liable for, and accept full responsibility for, injury or cost of repair of any damage to the facility which may be occasioned, done or committed during the period of the hiring of the facility or any part thereof, or to any furniture, fixtures or fittings or other property contained therein whether belonging to Phoenix Junior Academy or contractors, agents or employers and for any loss or removal of any such furniture, fittings or other property.

The decision of Phoenix Junior Academy regarding the appropriate sum to be paid by the hirer in respect of damages caused shall be final and conclusive.

### **First Aid**

It is the hirer's responsibility to ensure there is a qualified First Aider throughout the hire Period.

### **Electrical safety and portable electric appliances**

It is the responsibility of the hirer to ensure that any electrical appliance they wish to bring into the venue is safe for use, with no visible wiring that may cause an electrical shock.

### **Disclosure and Barring Service (DBS) and qualifications**

All sporting clubs and voluntary organisations are responsible for ensuring all DBS checks are completed for individuals who are likely to come into contact with vulnerable adults or children.

**Period of Hire**

If the hirer wishes to block book sessions in advance, there may be times when they will clash with the Academy. In such cases the Academy will have priority.

**Fire Alarm**

In the case of the fire alarm going off, hirers are to ensure they are aware of the Academy Fire Escape procedures and escape routes. Registers are to be taken and checked at the Fire Assembly Point.

**Payment**

Payment is to be direct to the Academy either by direct payment via bank transfer or by cheques made payable to Phoenix Junior Academy.

Payment should be made within seven days of the date of the invoice. Non-payment will be charged at the statutory rate of 8% thereafter.

**Indemnity in respect of third parties**

I agree to indemnify Phoenix Junior Academy/FPTA Trust against any claims for loss or damage or personal injury, death or associated costs arising from this agreement.

Proof of Third Party Liability Cover with a minimum level of indemnity of £5 million must be provided before the booking is confirmed.

