



YSGOL CAER DREWYN

Charging and Remissions Policy

Rationale

The law regarding what might and might not be charged in respect of activities provided by the school within and outside the school day has always been difficult to interpret and apply fairly to all pupils. The Government has set out the law on charges for school activities in Sections 449-462 of the Education Reform Act 1996. In accordance with the requirement of the 1996 Act; Governors are required to state their policy with regard to charges and their possible remission that apply in the school.

Aims

The aims of the policy are to:

- ❖ Maintain the right to free school education.
- ❖ Enable all pupils to take full advantage of the activities provided by the school

Objectives

The objectives of the policy are:

- ❖ To ensure that activities offered in school time should be available to all pupils regardless of their parents' ability or willingness to help meet the cost.
- ❖ To identify those activities for which charges may be levied.
- ❖ To determine which charges will be remitted for parents experiencing hardship.
- ❖ To invite voluntary contributions for the benefit of the school in support of any activity organised by the school either during or outside school hours.
- ❖ To ensure that the responsibilities for the policy are clearly and appropriately allocated.
- ❖ To ensure that the operation of the policy is systematically reviewed and the findings acted upon.

The Policy Statement

It is the policy of the Governing Body:

For activities during school hours:

- ❖ To levy a charge for ingredients or materials in practical subjects if parents indicate at the beginning of each school year that they wish to keep the finished product
- ❖ To levy a charge for the provision of music tuition to pupils that is not part of the National Curriculum.
- ❖ To levy a charge for the board and lodging element of a residential activity. Governors will remit a proportion for residential activities to parents in receipt of income support, jobseekers allowance or child tax credit.
- ❖ To levy a charge if school property is damaged or lost as a result of a pupil's bad behaviour.

For activities outside school hours:

- ❖ To levy a charge for all activities provided outside school with the following exceptions:
- ❖ No charge will be made if the activity is an essential part of the basic curriculum
- ❖ The board and lodging element of a residential activity will be part-remitted to parents in receipt of income support, jobseekers allowance and child tax credit.
- ❖ Education outside school hours is defined in the Education Act as an 'optional extra' i.e. external provided clubs and participation will be on the basis of parental choice and a willingness to meet such charges as are made.

The charges may include an element for:

- ❖ A pupil's travel costs
- ❖ A pupil's board and lodging costs, except where the parents are in receipt of income support, jobseekers allowance or family credit
- ❖ Materials, books, instruments and other equipment
- ❖ Non-teaching staff costs
- ❖ Entrance fees to museums, castles, theatres etc.
- ❖ Insurance costs
- ❖ The engagement of teaching staff specifically for providing the activity and supplying such staff with travel, board and lodging, providing that if they are employed by the LEA or governors, they are:
 - Employed to provide individual music tuition
 - Engaged on a separate contract for services to provide the optional extra

Voluntary Contributions

Voluntary contributions may be sought from parents for activities which supplement the normal school curriculum.

Requests to parents for voluntary contributions will state that:

- There is no legal obligation to make a voluntary contribution;
- Pupils will not be excluded through parents' inability or unwillingness to pay;
- Pupils of parents who cannot contribute will not be treated any differently; and
- Where there are not enough voluntary contributions to make the activity possible and there is no way to make up the shortfall, the activity will be cancelled.

When practicable the school will allow parents to pay for expensive trips in instalments over a reasonable period of time.

Remission

It is the policy of the Governing Body:

To remit part charges for residential activities to parents in receipt of income support, jobseekers allowance and child tax credit.

To delegate to the Headteacher the determination of any individual case arising from the implementation of the policy

Uniform, PE Kit, Calculators, Pens etc.

Parents can be invited to equip their child with items of personal equipment intended to be used solely by their child.

DCC provide school uniform grants for year 7 pupils.

Good quality 2nd hand uniform is available at a reduced cost in the reception area.

Child Poverty

When arranging school trips and activities the school will do as much as is practicable to ensure that children living in poverty are not unfairly disadvantaged. The cost pressures on families with low incomes are significant and we will try to ensure this is not exacerbated to the detriment of the child.

Requests for information under the freedom of information publication scheme

Single copies of information covered by the publication will be provided free unless stated otherwise.

If the request means that we have to do a lot of photocopying or printing or pay a large postage charge or is for priced items such as some printed publications or videos we will let you know the cost before fulfilling the request.

Printed publication, video or large postage charge – actual costs.
Photocopying/printing charge 5 pence per copy

Charges for a Letting

The Governing Body is responsible for setting and agreeing a scale of charges for the letting of the school premises or any part of it. The charge levied will cover the following:

- Cost of utility services (heating and lighting)
- Cost of staffing relating to the letting (any additional security, caretaking and cleaning) – including ‘Employer’s on-costs’
- The cost of administration
- Any cost for ‘wear and tear’
- The cost of use of school equipment (if applicable)

Should there be more than 1 letting taking place at the same time, the total costs for services and staffing will normally be shared between the organisations involved in fair proportion.

Value Added Tax (VAT)

In general, letting of rooms for non-sporting activities are exempt of VAT. Any sports lettings are generally subject to VAT (although there are exemptions under certain circumstances). As VAT is a complex area, we will take expert advice from the authority for specific advice if required.

Income and Collection

Income may be generated subject to relevant legislation and can be from a variety of sources including but not limited to lettings, school fund raising activities, school dinner sales. VAT must be correctly calculated and added to charges where appropriate in accordance with guidance.

Provided they are not constricted by any overriding trust, schools are permitted to retain all the income they generate. Any use must be a legitimate activity and the sale of the asset relates to an item purchased with funds from the delegated School Budget in the first instance. School dinner sales would normally be excluded as the payments are collected on behalf of the provider.

A school would not normally be permitted to retain income from the sale of land and buildings owned by the L.E.A. If any asset being disposed of was originally purchased

by means of a grant, then there may be special conditions imposed which would require a repayment of a proportion from the disposal of any assets.

Schools should maintain a brief summary of the administrative procedures and routine in place to effect the authorization and generation of invoices and collection of income. This summary should form part of the school's documentation for audit inspections. This should include a division of duties between those responsible for administering the income system and issuing invoices and those responsible for the receipt of income due in respect of that debt.

The summary should cover the following:

- Procedures for authorization and generation of a sales invoice/credit note
- Credit control and debt recovery procedures
- Entry of income on the school's accounting records.

The Head teacher should take account of the 'Denbighshire Operational Terms and Conditions for Collection of Sundry Debts' procedure, a copy of which will be made available on request.

Responsibilities

Authority of the day-to-day management of the fund will be devolved to the Head teacher, who will determine the proposition of costs of an activity which should be charged to public or non-public funds.

Staff organizing activities must do so within the provisions of this policy. Plans at the draft stage should be charged to public or on-public funds.

The Head teacher has the responsibility for monitoring and evaluating the implementation of the policy.

The Head teacher has overall responsibility for ensuring that all official income is identified, efficiently collected, properly accounted for, securely stored and properly banked.

Monitoring and Evaluation

The Head teacher will monitor the implementation of the policy. The implementation of the policy will be evaluated annually.

Appendix A

Hiring charges for the school

Statutory users

Free to:

- Governor meetings
- Governor training

Designated users

Free to:

- Ti & Fi (once a week)
- Corwen Sick Fund (once a year, 1 hour)
- Family Link Worker – Language and play (As and when required)

Private users

- £15 up to 2 hours, £5 per additional hour for groups within or outside the local community

Appendix B

Letting Guidance

Introduction

The school buildings and grounds should be considered as a community asset. The Governing Body should make every reasonable effort to enable the school buildings and grounds to be used as much as possible. The overriding core aim of the Governing Body ('core aim') is to support the school in providing the best possible education for its pupils, and any lettings of the premises to outside organisations will be considered with this in mind.

The school's delegated budget should not be used to subsidise any lettings by community or commercial organisations. A charge will be levied to meet the additional costs incurred by the school in respect of any lettings of the premises or any part of them. As a minimum, the actual cost to the school of any use of the premises by an outside organisation must be reimbursed to the school's budget to ensure that the school is not running at a loss as a consequence of any letting.

Definition of a Letting

A letting must not interfere with the core aim of the school. Use of the premises for activities such as staff meetings, parents' meetings, Governing Body meetings and extra-curricular activities of pupils supervised by school staff, fall within the core purposes of the school. Costs arising from these uses are therefore a legitimate charge against the school's delegated budget.

Legal position

The law states that the occupation and use of school premises is at all times under the direction and control of the governing body, subject to any directions given by the local authority. Where a school intends to provide extended services through the indirect delivery route, e.g. working in partnership with existing local private or voluntary sector providers, or voluntary management committees and limited companies set up with staff linked to the school, then a formal agreement must be in place to establish the responsibilities of each party.

Types of Letting

The following are the agreements that schools may put in place:

A **Hiring Agreement** can be arranged between the school and the third party provider direct.

This is appropriate for most extended service activities, with the exception of childcare provision, commercial activities or where the use of an area of the school is exclusively granted to a third party occupier to the exclusion of use by the school itself or any other third party provider. The Hiring Agreement can cover single occasions of use of room(s), hall or sporting facilities by groups or individuals e.g. a Parish Council meeting or one-off 5-a-side football match or for regular use of room(s), hall or sporting facilities by groups or individuals e.g. for 1 or 2 hours per week; e.g. weekly Slimming Club or Badminton Club matches.

A Hiring Agreement can be used by schools to cover a regularly occurring event for a maximum period of up to 1 year, and if granted on this basis, the Hiring Agreement MUST be renewed on an annual basis. The Hiring Agreement is in a standard format produced directly by the school.

A **License** covers the situation whereby the third party occupier shares school accommodation e.g. use of a room for the provision of a Breakfast Club or After School Club without having its own access and keys (exclusive use). It is also designed for use where the after school club is run by an individual or individuals who are not incorporated associations, e.g. limited companies or legal partnerships.

The School Standards and Frameworks Act 1998 provides for use of Transfer of Control Agreements as an alternative to Licences to be granted directly by Governing Bodies of schools but these have not proved popular with either Governing Bodies, Schools or most local authorities and Licences are still most widely used.

A **Lease** allows a third party to use part of the premises on defined terms and conditions at specific times, to the exclusion of everyone else (including the school). It is usually also used where the third party is a limited company legal partnership or other commercial entity. Leases may give the occupier (tenant) rights of security of tenure which may prove detrimental to the future operation of the school as repossession can only be secured in certain tightly defined statutory circumstances and on the payment of statutory compensation. Leases can be created by default if the basis of shared occupation covered by a Licence (or Transfer of Control Agreement) so that the third party occupier enjoys exclusive use and in particular is varied during the period of agreed occupation or possession of the accommodation. Leases are drawn up by the local authority if the area to be leased is owned by the County Council. The County Council will endeavour to ensure that the lease is excluded from the provisions of the Landlord & Tenant legislation thus removing the third party's rights to secure of tenure and automatic renewal of the lease.

When a proposal for a lease has been agreed between the County Council and a third party provider, i.e., heads of terms have been produced and agreed with the Council's Valuation & Property Manager.

Management of Lettings

Schools may wish to adopt the following categories of priority user:

1. Statutory users e.g. for use at General Elections, Governors' Meetings
2. Designated users e.g. schools sports groups
3. Private users

The Head teacher is responsible for the management of lettings, however, where appropriate, the Head teacher may delegate all or part of this responsibility to other members of staff, whilst still retaining overall responsibility for the lettings process.

Should the Head teacher have any concern as to whether or not a particular letting is appropriate or not, the Head teacher should consult firstly with the Head of Valuation and Estates for the time being of the Council and if considered necessary with the Head of Finance and Assets and Chair of the Premises and Safety Committee (or equivalent) to ensure that this issue is determined accordingly. Reasons for declining a letting should be clearly recorded and communicated accordingly to the proposed hirer.

Administrative Arrangements

Organisations seeking to hire the school premises should approach the Head teacher (or other designated member of staff), who will identify their requirements and clarify the facilities available. An Application Form (**copy below at Annex A**) should be completed at this stage. The Governing Body has the right to refuse an application, and no letting should be regarded as 'booked' until approval has been given in writing.

Once a letting has been approved, a letter of confirmation will be sent to the hirer, setting out full details of the letting and enclosing a copy of the terms and conditions and the hiring agreement/licence or lease as appropriate.

The letting should not take place until the signed agreement has been returned to the school. The person applying to hire the premises will be invoiced for the cost of the letting, in accordance with the Governing Body's current scale of charges. (Schools may wish to seek payment in advance in order to reduce any possible bad debts.)

Lettings that are deemed to be free of charge still require a lettings form to be completed. It is important that forms are completed for all lettings as the form details the terms and conditions that govern the use of a School's premises, for example any damages that may be incurred as a consequence of a letting and the responsibility of the hirer.

The hirer should be a named individual and the agreement should be in their name, giving their permanent private address.

All letting fees which are received by the school will be rapid into the school's delegated budget in order to offset the costs of services, staffing etc., (which are funded from the

school's delegated budget). Income and expenditure associated with lettings should be regularly monitored to ensure that at least a 'break even' situation is being achieved.

Public Liability and Accidental Damage Insurance.

Each organisation that hires the facilities must have third party/public liability and accidental damage insurance. This should be confirmed at the time of booking. It should be in the sum of at least 5 million pounds for any one event and if the school or the Council so advise in particular circumstances such higher figure of limitation as shall be advised to the hirer.

Duty Holders

Site managers/Head teachers/governors can be classed as the 'duty holder(s)' of a facility when they permit activities or events to take place in the facility that they have control over.

Health and Safety

It is important that the 'duty holder(s)' fulfils his/her/their legal duties under the Health and Safety at Work Act and hi/her/their civil duties under the Occupiers Liability Act.

The duties amount to taking reasonable steps to ensure that people are not unduly exposed to hazards which might put their health and safety at risk.

The level of control and complexity of any management system put in place when permitting others to use their facilities will be dependent on the level of risk.

The duty holder(s) should ensure that when their facility is being used by others:

- The activity/event organisers have:
 - Defined the activities or events
 - The organisation has a Health and Safety Policy or an event Health and Safety Policy as appropriate
 - An activity/event risk assessment
 - An activity/event plan
 - Emergency plans/procedures
 - Adequate public liability insurance
 - Adequate employee insurance (also covering volunteers)
- That the 'duty holder(s)':
 - Confirms to the activity/event organiser that the building or premises are fit for use for the event
 - Provides information about significant hazards at the venue

- Provides important information such as details of any automatic fire detection and alarm systems, what to do in an emergency, emergency contact procedures, escape routes and assembly points
- Provides any other existing procedures or processes that may be relevant to the event organisers
- Defines limitations of use
- Has a written agreement with the activity/event organisers, this may include a handover documentation
- Defines the responsibilities of all parties involved
- Ensures that all parties are aware of the requirement to communicate and cooperate with each other for the purpose of ensuring Health and Safety standards are maintained.

CRB Checks

Advice has been taken directly from the criminal Records Bureau.

The eligibility criteria for a CRB check will not be met by simply stating that an individual may come into contact with children or vulnerable adults. Eligibility to apply for a CRB check depends on the specific role a person will perform whilst conducting their duties within an organisation. A risk assessment should be undertaken to assess the role and duties they are expected to fulfill whilst carrying out their role and an application should be considered accordingly.

Therefore, in light of the above, the organisation is ultimately best placed to assess whether a Standard or Enhanced check is required for a specific role, bearing in mind their legal and other responsibilities.

The eligibility codes for CRB checks can be found on this direct link to the CRB website www.homeoffice.gov.uk/crb-eligibility and provides an overview of the eligible positions.

When considering if a position is eligible for a CRB check the criteria for regulated activity must be satisfied. The definition of regulated activity is:

Any activity that involves contact with children or vulnerable adults frequently, intensively and/or overnight. Examples would include teaching, training, care, supervision, advice, treatment and transportation.

Any activity allowing contact with children or vulnerable adults that is in a specified place frequently or intensively. Examples would include schools and care homes, fostering and childcare.

Any activity that involves people in certain defined positions of responsibility. Examples would include school governor, director of social services and trustee of certain charities.

Regulated Activity is when the activity is frequent (once a month or more) or intensive (takes place on 3 or more days in a 30-day period).

A template is attached for guidance setting out the instructions and information to be given out to third party organisations in **Annex B** and a check list for the ‘duty holder(s)’ in **Annex C**.

Annex B

Instructions and information for third party organisations

- Smoking is prohibited in all areas of this facility
- You must carry out only the activities that have been agreed with your site contact and you must make your site contact aware of any changes to your proposed activities
- In the event that activities involve children the necessary CRB checks and all regulatory or legislative or local authority of ESTYN requirements must be adhered to at all times and to comply with any school guidance given by the Head teacher as to acceptable behaviour
- You must have your own risk assessments and safe systems of work in place that cover all of your activities and any required CRB clearances and ensure that numbers are kept within advised limits so that there is no contravention of any insurance limits on the numbers of persons attending the events being held at any particular time at the school.
- You must have adequate third party insurance. Each organisation that hires the facilities must have third party/public liability and accidental damage insurance. This should be confirmed at the time of booking. It should be in the sum of at least 5 million pounds for any one event and if the school or the Council so advise in particular circumstances, such higher figure of limitation as shall be advised to the hirer.
- During the agreed period of use, you must accept that the school has the right at any time to enter onto and to remain on the Premises at any time but you will be responsible for all activities, damages and losses caused by any person attending the Premises with your consent whether express or implied and the school reserves the right to terminate the use immediately in the event of any fundamental breach of any of these conditions.
- You will be responsible for people/pupils attending your organised activities and if the Head teacher or other school official deems any use to be illegal immoral or improperly managed or conducted they may call for immediate cessation of such use.
- The hiring will be personal to the hirer and not assignable to any third party.
- You must leave the Premises in a clean, tidy and orderly condition ensuring that all property and equipment brought onto the Premises is removed at the end of each session and must not use any of the School or Council's equipment without first obtaining the express written consent of the Head teacher or his/her other representative as agreed.
- No slogans flags advertisements or emblems or decorations should be brought onto the Premises or displayed outside without the express consent of the Head teacher or his/her deputy or representative from the time being and to remove any such immediately if requested to do so by them.
- Apart from genuine emergency calls, the Hirer will pay for the cost of any telephone calls or other charges made for use of the telephone or other communications systems.
- These premises are regularly inspected for hazards and providing you follow this set of guidelines you are considered to be free from any significant hazards that may

affect you or your activities, however you should be aware that no attempt to alter the structure of the building or walls or fences should be made and no bolts, nails, screws, bits, pins, spikes, staples or other objects shall be driven into the fabric or furnishings (with the exception of any kept on pin-boards for such purposes) and black soled shoe marks or any other such marks should be removed by the Hirer at the end of any session.

Fire alarms and evacuation

- You should make yourself and your pupils/clients aware of the emergency escape procedure, escape routes and assembly point by reading the ‘fire emergency’ posters displayed adjacent to the entrance/exit doorway and make sure no entrances or exits (emergency or otherwise) are blocked at any time.
- All electrical appliances must be properly insulated and fused and plugs and sockets not overloaded and must be properly tested to comply with regulations in force for the time being.
- This facility is fitted with an automatic fire detection and alarm system which is connected to an external monitoring company.
- When the alarm sounds you must immediately evacuate the facility and go to the assembly point.
- The responsible person (event organiser/tutor) or deputy should call the fire service by dialing 999 from any phone (even if an automated call system is in operation at the facility).
- The responsible person must take all reasonable steps to ensure that all people leave the building.
- A register of those present must be maintained by the responsible person and used at the assembly point for a roll call.
- The responsible person or deputy will liaise with the fire and rescue service commander on their arrival to inform them:
 - Where the fire is (if they know)
 - That the facility has been evacuated by all personnel (or who is missing)
 - Of any particular hazards you may be aware of

Site and personal security

- Do not leave the buildings or rooms unattended unless you have made them secure
- Try not to be alone in the building, if you are, you should have a ‘lone worker’ system in place
- Keep your belongings with you at all times or leave them in the care of someone you trust
- Lock your car and place any valuables in the boot and only park in designated parking areas
- If there is someone on site you do not recognise or have reason to doubt their authority of being there you should challenge them but do not put yourself in danger. Get in touch with your site contact if you have any doubt

- You must comply at all times with all regulations in force for the time being including (but not limited to) Health and Safety, any licence or regulation relating to the playing of music or dancing performance of plays or cinematographic films including copyright laws etc., and relating to the sale or consumption of alcoholic liquor and gaming and betting
- Including any regulations specific to certain rooms and equipment in them e.g. kitchen or toilets

Termination

- Either the School or the Hirer may serve on the other 1 months notice to terminate the use to expire at any time
- The Hirer accepts that its use of the Premises may be moved from 1 part of the school to another (as practicable) at the Head teacher's discretion and that the use does not constitute (and the Hirer expressly covenants not to seek to claim) any tenancy or other legal estate in respect of its use of the Premises.

Annex C

The 'duty holder(s)' of the premises (landlord/site manager) checklist

- A written description of the planned activities
 - Numbers present
 - Type of activity
 - Times, dates
 - Equipment, resources to be used
- Risk assessments and CRB checks
- Any safe systems, procedures, controls
- Third party insurance details
- Identify the roles and responsibilities of yourself and of the third party user
- Identify any limitations imposed by you
- How will first aid issues be dealt with
- Who will open up and lock up – contact details
- Fire safety instructions
- Site and individual security
- Opening up – locking up
- No smoking site
- If third party use is a regular occurrence it may be worth having a log book so that site management and third party users can record any problems. It could be arranged for the caretaker to routinely read the log and carry out appropriate actions
- Ensure that all parties are aware of the requirements to communicate and cooperate with each other for the purpose of ensuring Health and Safety standards are maintained.
- A signed handover document may be appropriate depending on complexity and level of risk.

The third party may ask you for the following information:

- Your Health and Safety policy
- Facility related risk assessment
- Facility fire assessment
- Insurance details



GUIDANCE FOR THE HIRING OF A ROOM AT YSGOL CAER DREWYN

- **Please ensure that the leaders of the group sign in and out every time. (Book on table in the foyer).**
- **There is a NO SMOKING POLICY at the school.**
- **Fire exits are sign posted and fire information notices are on the walls.**
- **The toilets are in the corridor off the foyer.**
- **A first aid bag is located on the wall outside the toilets. Any accidents to be noted in the accident book.**
- **Please ensure that the room/s is left in the same condition as when you arrived.**
- **Please report any damages immediately to the caretaker. Any damages must be paid for.**
- **If you need to cancel, please do so the day before by phoning the school on 01490 412418.**
- **The caretaker is Mr. Paddy Sweetman. His contact telephone numbers are: 01490 413278 or 07496580914**

Hirer's Signature:

Date:

School's Signature:

Date: