

Haydock High School



Charging and Remissions Policy

Includes: Pitches, CLC charges, School buildings, Leisure Centre

Conditions for the use and hire of recreation facilities

Policy Review Guidance	
Statutory	Yes
Review Cycle	Annually
Reviewer	Finance Committee
Member of Staff Responsible	School Business Manager
Last reviewed	May 2021
Next Review Date	February 2022

Haydock High School

Charging and Remissions Policy

Introduction

Sections 449-462 of the Education Act 1996 sets out the law on charging for school activities in schools maintained by local authorities in England. Academies (including free schools, studio schools and university technical colleges) are required through their funding agreements to comply with the law on charging for school activities.

This policy is written in conjunction with the Department for Education guidance 'Charging for School Activities' October 2014 and is reviewed annually by the governing body.

The Governing Body recognises that the legislation prohibits charges for the following:

School governing bodies and local authorities, cannot charge for:

- an admission application to any state funded school - paragraph 1.9 (n) of the 'School Admissions Code 2012' rules out requests for financial contributions as any part of the admissions process;
- 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^①, or part of a syllabus for a prescribed public examination that the pupil is being prepared for at the school, or part of religious education;
- instrumental or vocal tuition, for pupils learning individually or in groups, unless the tuition is provided at the request of the pupil's parent;
- entry for a prescribed public examination, if the pupil has been prepared for it at the school; and
- examination re-sit(s) if the pupil is being prepared for the re-sit(s) at the school^②.

Schools and local authorities can charge for:

- any materials, books, instruments, or equipment, where the child's parent wishes him/her to own them;
- optional extras;
- music and vocal tuition, in limited circumstances;
- certain early years provision^③;
- community facilities^④

① It should be noted that 'part of the national curriculum' is not restricted to learning outside the classroom experiences that are specifically subject based (e.g. geography or science fieldwork) and include, for example, activities designed to fulfil requirements under the national curriculum 'inclusion statement' (e.g. developing teamwork skills).

② However, if a pupil fails, without good reason, to meet any examination requirement for a syllabus, the fee can be recovered from the pupil's parents.

③ The Education (Charges for Early Years Provision) Regulations 2012

④ The powers to provide community facilities are under s.27(1) of the Education Act

Optional Extras

Charges may be made by the school 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. Optional extras are:

- education provided outside of school time that is not:
 - a) part of the national curriculum;
 - b) part of a syllabus for a prescribed public examination that the pupil is being prepared for at the school; or
 - c) part of religious education.
- examination entry fee(s) if the registered pupil has not been prepared for the examination(s) at the school;
- transport (other than transport that is required to take the pupil to school or to other premises where the local authority/governing body have arranged for the pupil to be provided with education);
- board and lodging for a pupil on a residential visit;
- extended day services offered to pupils (for example breakfast club, after-school clubs, tea and supervised homework sessions).

In calculating the cost of optional extras an amount may be included in relation to:

- any materials, books, instruments, or equipment provided in connection with the optional extra;
- the cost of buildings and accommodation;
- non-teaching staff;
- teaching staff engaged under contracts for services purely to provide an optional extra, this includes supply teachers engaged specifically to provide the optional extra; and
- the cost, or an appropriate proportion of the costs, for teaching staff employed to provide tuition in playing a musical instrument, or vocal tuition, where the tuition is an optional extra.

Voluntary Contributions

The school may ask for voluntary contributions for the benefit of the school or any school activities. In all cases children will be given an equal chance to go on a visit and no child will be excluded from an activity simply because his or her parents are unwilling or unable to pay. However, if insufficient voluntary contributions are raised to fund a visit or activity and the school cannot fund it from some other source, then it will be cancelled. Areas where the school may seek voluntary contributions include the following:

- Residential courses/trips
- Non-residential courses/trips
- Materials
- Services of visiting performers

The school governors agree to delegate responsibility to the Executive Headteacher for the collection of charges.

The Governing body agree to the following charges:

- lost or damaged textbooks, exercise books and breakages of any school equipment at cost if damaged or broken as a direct result of misconduct on the pupil's part;
- cost for ingredients, materials or equipment (or the provision of them by parents) or require them to be provided if the parents have indicated in advance that they wish to own the 'finished product';
- at a cost decided by the school, any materials purchased by the school and offered to pupils for sale, e.g. stationery, calculators, art folders that may enrich pupils' learning, but is not a statutory requirement of the school to provide;
- the sales of goods not linked to the National Curriculum by Departments for a small profit to raise money for departmental resources.

The Governing Body agree to delegate responsibility to the Executive Headteacher for the collection of charges.

Music Tuition

Although the law states that, in general, all education provided during school hours must be free, instrumental and vocal music tuition is an exception to that rule. The school will charge for vocal or instrumental tuition provided either individually, or to groups of any size, provided that the tuition is provided at the request of the pupil's parent. No charge may be made in respect of a pupil who is looked after by a local authority (within the meaning of section 22(l) of the Children Act 1989).

Transport

The school will not charge for:

- transporting registered pupils to or from the school premises, where the local education authority has a statutory obligation to provide transport;
- transporting registered pupils to other premises where the governing body or local authority has arranged for pupils to be educated;
- transport that enables a pupil to meet an examination requirement when he/she has been prepared for that examination at the school; and
- transport provided in connection with an educational visit.

Assistance to Parents

Where family income is limited, there are various forms of help available to parents. Confidential advice will always be given by staff at the school.

Examples of assistance to parents are:

- Free Meals – where a family is in receipt of Income Support. Applications can be made to the Unified Benefits department at the LA.
- Free Clothing – assistance is given by means testing. Application forms available from the LA.

- Travel Claims – assistance may be given for students living over 3 miles from school and for students whose parents are on low income over 2 miles – further information from the LA.

Residential Visits

The school does not charge for:

- education provided on any visit that takes place during school hours;^⑤
- education provided on any visit that takes place 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 religious education;
- supply teachers to cover for those teachers who are absent from school accompanying pupils on a residential visit.

The school does charge for:

- board and lodging

The school will adhere to the visit flowchart found in Appendix A when categorising visits and deciding which charges are applicable. When the experience is defined as an optional extra, the parents and carers who consent to young people taking part may be charged the full cost of the experience including accommodation costs. They will not be charged any additional element to subsidise other young people.

In using Appendix A flowchart, when the experience is not categorised as an optional extra and parents can prove they are in receipt of the following benefits, they will be exempt from paying the cost of board and lodging:

- Universal Credit in prescribed circumstances;^⑥
- Income Support (IS);
- Income Based Jobseekers Allowance (IBJSA);
- 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 £16,190 (financial year 2013/14);
- the guarantee element of State Pension Credit;
- an income related employment and support allowance that was introduced on 27 October 2008.

Breakfast Club Charges

- Bowl of cereal 30p
- Toast is 20p/per slice.
- Hot drink 20p
- 2 slices of toast and hot drink deal 50p
- Cereal and a hot drink 50p

FSM students receive their breakfast free.

^⑤ See section 452 of the Education Act 1996 for guidance as what counts as during school hours. The government plans to prescribe the circumstances when Universal Credit is fully rolled out.

Lettings Facilities

Conditions for the use and hire of recreation facilities

Interpretation

The 'Facility' includes all the building, grounds, car parks, or any other facilities within the cartilage thereof as well as such constituent parts of the facility as are identified as the subject of the letting.

Haydock High School relates to the Governing Body of the school.

The Executive Headteacher is identified as the Authorised Officer.

User means any person using any of the facilities whether as a participant or spectator and where or not a charge has been paid either for entry or for the use of the facilities.

Hirer means the person or persons hiring any part of the facilities and whether or not a charge has been levied for the use of the facilities.

Organisation means any group or organisation approved by the duly Authorised Officer for booking facilities.

Application

All advance applications for the use of facilities shall be made in writing on the official booking application form and shall only become a booking when confirmed in writing by the Authorised Officer. The person signing the application form must be age 18 years or over.

The hirer may not use the facilities for any other purpose other than that specified in the agreement.

Cancellation

By the hirer (block bookings):

In the event the hirer cancels the hirer shall pay Haydock High School the full amount.

By the hirer (non-block bookings):

In the event the hirer cancels the booking they will lose their 50% deposit.

By the School:

The school reserves the right to cancel any booking. It also reserves the right to specify on what days and at what times the use of its facilities and equipment will be available to declare the facilities or equipment unfit for use and to decide opening and closing times for the facility and any part thereof.

The school shall not be liable for any expenditure incurred or loss sustained directly or indirectly by the hirer or any persons whomsoever arising from any bookings cancelled.

The school reserve the right to cancel or re arrange bookings in order to stage tournaments, competitions or other special events e.g. school examinations, celebration evenings, open evening.

The hirer acknowledges the right of the school to enter upon the activity area at any time during the period of hiring and determine the hiring forthwith. In the event of the breach of any of the conditions herein contained or if they are of the opinion that the hiring is likely to prove any objectionable or undesirable character, and shall return any money paid by the hirer. In that event the school shall not be liable to compensation to any person in respect of the cancellation.

Charges

The charge for hiring a facility shall be according to the current scale of fees set by the school.

The hire time is inclusive of the time required to erect and/or dismantle equipment used in connection with the hiring.

The hirer shall not sub-let or assign the benefit of any permission to use the hired facilities or any part thereof.

No individual or organisation shall levy any charges in connection with their booking without prior consent of the school.

In the case of non-block bookings the full amount must be paid at the time of booking which includes a 50% deposit. If the booking is then cancelled by the hirer the 50% deposit will not be refunded. Payment must be made online before commencement of the chosen activity.

It is the responsibility of the hirer to collect all subscriptions from its members.

By signing up for a block booking (10 sessions or more) the club will be entitled to VAT exemption. However, if the hirer does not use all the bookings within the block all sessions less than 10 will subject to VAT, and any sessions not attended within the block will be charged the full amount.

Insurance and Indemnity

A hirer shall indemnify Haydock High School against any claim for or in respect of accident to, loss or damage sustained by any person or property at the facility during such time as the facility is in use by the individual or organisation except in the case of accident loss or damage caused by the negligent act or default of the Hirer acting as such insofar as this cannot be required under the provisions of the Unfair Contract Terms Act 1977.

Insurance required for organisations hiring the facility to undertake an activity deemed to warrant Public Liability insurance of £10m – the LA will advise as necessary.

Damage to / or Loss of Property

Any damage done to the premises, fittings, conveniences, accessories or any other property of the facility during such as it is used by an individual or organisation and not arising from the act or default of the said Hirer thereof shall be made good at the expense of the individual or organisation.

The school does not accept responsibility or liability for any damage to, or loss of, any property or articles or things whatsoever, placed or left in or at the facility or any part thereof, by a user however such loss or damage may be caused or sustained.

Supervision

The hirer shall be responsible for:

The administration, organisation and supervision of the booking

The maintenance and keeping of good order and decent behaviour at the facility and its immediate vicinity at all times during the actual hiring and including the time until all people connected with the booking have left the vicinity of the facility.

Ensuring the facility is left in a clean, tidy and orderly condition.

Observing all regulations and conditions applicable to any entertainment theatre or other licences which may in operation at the premises.

Ensuring that there are sufficient stewards and officials to fulfil those regulations.

General Use

Any person using the facility shall:

Comply with all reasonable instructions and requests of the Authorised Officer.

Refrain from any conduct which may interfere with the use of the facility by any other persons and also refrain from any conduct which may place himself or other users in any danger whatsoever.

Wear suitable dress, clothing and footwear appropriate to the facility being used.

Consume refreshments in the appropriate area.

Comply with all bye laws, regulations or other instructions which apply to the facility.

Any person using the facility shall not:

Bring any food or drink onto the premises without obtaining permission from the Authorised Officer.

Bring any dangerous or obnoxious article or substance onto the premises. Under no circumstances will bottles, glass etc be allowed into the changing or activity areas.

Sell or supply to other persons any goods of any description without obtaining permission from the Authorised Officer.

Bring any animals in the building other than a guide dog.

Put up notices or decorations at the facility inside or outside unless authorised by Governors.

Take photographs or recordings of any activity or the facility without consent by Governors.

Alter or interfere with any equipment or fittings of the facility or structure thereof.

Admission

The Governors of Haydock High School reserves the right through its Officer to

- refuse or restrict access to the facility or any part of it
- reserve the rights to evict from the facility any user refusing to comply with the regulations or misconducting himself in any way causing danger or annoyance to other persons.

The Governors reserve the right for the Authorised Officer to enter freely on any part of the facility at any time during the hire period.

Charges

School Grounds Hire

Charges for the football pitches are reviewed annually and are community based charges:

Football Pitches	annual charge for weekly hire	£215
	annual charge for alternate weeks	£107
Football Pitch	single match	£26
School Playground	hire of playground per day	£30

School Buildings

Cost of hiring the Drama Theatre or a room £15 per hour with enhancements of cost x 1.5 for evening and Saturday use and cost x 2 for Sundays. Appropriate VAT charges applicable.

School Playground £30 per day, £15 per half day (if no caretaking or additional costs are required).

Minibus provision (16 seater) £10 per hour minimum for driver (minimum hourly charge) + diesel/on costs equates to 50p per mile in addition to driver costs.

Leisure Centre Charges

Charges for the use of the Sports Hall facilities and the MUGA are reviewed annually for which VAT charges are payable unless blocks of 10 or more bookings are made.

Prices per hour inc VAT

5 a side football	Adults	All times	£47.00
		before	
and cricket	Junior	6.00pm	£23.50
	Junior	after 6.00pm	£38.00
Hire of Sports Hall	Adults	All times	£46.00
		before	
No facilities	Junior	6.00pm	£23.50
	Junior	after 6.00pm	£35.00
Half of Sports Hall	Adults		£24.50
		before	
	Junior	6.00pm	£14.50
	Junior	after 6.00pm	£19.50

Badminton per court	Adults	All times	£9.50
	Jnr	All times	£5.20
	Family	All times	£7.50
Parties per hour football	Saturdays		£32.00
	Sundays		£35.00

Climbing Wall

Parties one instructor	12 children	2 hours	£84.00
Additional instructor for parties	over 12 children	per hour	£21.50

Synthetic Pitch prices for football/cricket/tennis/hockey

Winter Peak		After 6.00pm	
Full pitch	Adult		£63.00
Half pitch	Adult		£37.00
Full pitch	Junior		£39.00
Half pitch	Junior		£23.50
Off Peak		Before 6.00pm	
Full pitch	Adult		£55.00
Half pitch	Adult		£31.50
Full pitch	Junior		£35.00
Half pitch	Junior		£22.50

Special Offer

Saturday and Sundays £10 per 1/2 pitch for Juniors
£15 for adults

All users must complete a booking form and receive a copy of conditions of use.

CLC Charges

CLC Charges

NOTE: All prices exclusive of VAT at standard rate.

St Helens Schools

Room Session Full Day Room Capacity

Suite ONE £15 £25 27

Suite TWO £15 £25 27

QUEST Room £15 £25 30

CONFERENCE Room £15 £25 12

Minibus provision (16/17 seater) £10 per hour minimum for driver (minimum hourly charge) + diesel/on costs equates to 50p per mile in addition to driver costs

Training

Room Session Full Day Room Capacity

Suite ONE £55 £110 27

Suite TWO £55 £110 27

QUEST Room £55 £110 30

CONFERENCE Room £40 £80 12

Other Education Establishments and Charities

Room Session Full Day Room Capacity

Suite ONE £55 £110 27

Suite TWO £55 £110 27

QUEST Room £55 £110 30

CONFERENCE Room £40 £80 12

Business

Room Session Full Day Room Capacity

Suite ONE £115 £230 27

Suite TWO £115 £230 27

QUEST Room £115 £230 30

CONFERENCE Room £80 £160 12

A Depreciation Charge of £15 per session/£25 per day will be applied to all bookings.

NOTE: All prices exclusive of VAT at standard rate.

Staffing Fees

Technical Support £100.00 per day

Freelance Teacher and Peripatetic Teacher Support £175.00 per day

Miscellaneous Charges

Printing/Photocopying £0.10 per sheet (mono)

£0.30 per sheet (colour)

Flip Chart & Stand £5.00

Refreshments

Tea / Coffee with Biscuits £1.30 per person

Cancellation Policy

Room Bookings cancelled within seven days of the event will be charged in full. Staffing fees will be charged in full if cancelled within fourteen days of the event.

Appendix A

Visits - Charging Categorisation Flowchart

