



Name of Policy	Charging and Remissions Policy (including Lettings)
Responsible Body	Trust
Responsible Person	CFOO
Review Committee	Finance, Audit and Risk
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1 Introduction & Definitions

Introduction

This policy applies to charges made to parents/pupils/students and for the use of facilities in our schools by Third Parties and members of the community.

This policy sets out what charges will be levied for activities, what remissions will be implemented and the circumstances under which voluntary contributions may be requested from parents/carers.

It also sets out what is required when a school wishes to let any of its facilities for non school use.

The Headteacher of each school is responsible for the implementation of this policy in their school.

Definitions

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

For the purposes of this document, 'Parent' is taken to include any parent, carer or person with parental responsibility for a student.

2 Suggested Audience

Trust staff, parents/carers and third parties wishing to use any facilities of the Schools and Trust.

3. Aims

Each school aims to:

- Have robust, clear processes in place for charging and remissions
- Clearly set out the types of activity that can be charged for and when charges will be made
- Encourage and promote external activities which give added value to the curriculum
- Respond to the wide variations in family income while not placing additional unexpected burdens on a School's budget

4. 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. As an Academy Trust we are required to comply with this Act through our funding agreement.

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

5. Roles and responsibilities

5.1 Board of Trustees

The board (via the Finance, Audit and Risk Committee) has overall responsibility for approving the policy, but delegates the implementation and any particular charges to each school in the Trust.

5.2 Headteacher

Headteachers are responsible for ensuring their staff are familiar with the charging and remissions policy, and that it is being applied consistently in their school.

5.3 Staff

Staff are responsible for:

- Implementing the charging and remissions policy consistently
- Notifying the headteacher of any specific circumstances which they are unsure about, or where they are not certain if the policy applies

5.4 Parents

Parents are expected to notify staff or the headteacher of their school of any concerns or queries regarding the charging and remissions policy.

5.5 Other Parties

Any third party wishing to hire any school facilities needs to comply with this policy.

6. Where charges cannot be made

Below we set out **what our schools cannot charge for**:

6.1 Education

- Admission applications
- 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:
 - o The national curriculum
 - o A syllabus for a prescribed public examination that the pupil is being prepared for at the school
 - o 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

- Examination resit(s) if the pupil is being prepared for the resit(s) at the school and the hours are included in the planned study programme for the pupil (this will cover most maths and English resits)

6.2 Transport

- Transporting registered pupils to or from the school premises, where the local authority has a statutory obligation to provide transport
- Transporting registered pupils to other premises where the board or local authority has arranged for pupils to be educated
- Transport that enables a pupil to meet an examination requirement when he or she has been prepared for that examination at the school
- Transport provided in connection with an educational visit

6.3 Residential visits

- Education provided on any visit that takes place during school hours
- Education provided on any visit that takes place outside school hours if it is part of:
 - o The national curriculum
 - o A syllabus for a prescribed public examination that the pupil is being prepared for at the school
 - o Religious education
- Supply teachers to cover for those teachers who are absent from school accompanying pupils on a residential visit

7. Where charges can be made

Below we set out **what any school in the Trust can charge for.**

7.1 Education

- Any materials, books, instruments or equipment, where the child's parent wishes him or her to own them
- Optional extras (see 'a' below)
- Music and vocal tuition, in limited circumstances (See 'b' below)
- Residential Visits (see 'c' below)
- Certain early years provision
- Breakfast or after school clubs
- Out of school hours clubs including inter school sports fixtures
- Willful or malicious damage to equipment or property

For regular activities, the charges for each activity will be determined by the headteacher. Parents will be informed of the charge as soon as the activity is advertised.

a Optional extras

We are able to charge for activities known as 'optional extras'. In these cases, the school can charge for providing materials, books, instruments or equipment. The following are optional extras:

- Education provided outside of school time that is not part of:
 - o The national curriculum
 - o A syllabus for a prescribed public examination that the pupil is being prepared for at the school
 - o Religious education
- Examination entry fee(s) if the registered pupil has not been prepared for the examination(s) at the school, i.e. there is no study included in the students planned study programme.
- Transport (other than transport that is required to take the pupil to school or to other premises where the local authority/school has 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 (such as breakfast clubs, after-school clubs, tea and supervised homework sessions)

When 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 (including supply teachers engaged specifically to provide the optional extra)
- 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

Any charge made in respect of individual pupils will not be greater than the actual cost of providing the optional extra activity, divided equally by the number of pupils participating.

Any charge will not include an element of subsidy for any other pupils who wish to take part in the activity but whose parents are unwilling or unable to pay the full charge.

In cases where a small proportion of the activity takes place during school hours, the charge cannot include the cost of alternative provision for those pupils who do not wish to participate.

Parental agreement is necessary for the provision of an optional extra which is to be charged for.

b Music tuition

The school can charge for vocal or instrumental tuition provided either individually or to groups of pupils, provided that the tuition is provided at the request of the pupil's parent.

Charges may not exceed the cost of the provision, including the cost of the staff giving the tuition.

Charges cannot be made:

- If the teaching is an essential part of the national curriculum
- If the teaching is provided under the first access to the Key Stage 2 instrumental and vocal tuition programme
- For a pupil who is looked after by a local authority

c Residential visits

We can charge for board and lodging on residential visits, but the charge must not exceed the actual cost.

d School meals

We can charge for school meals, except where a pupil is entitled to free school meals due to age or assessment.

7.2 Other

- Hire of School facilities

See **Appendix A** for detailed guidance on lettings

8. Voluntary contributions

As an exception to the requirements set out in section 5 of this policy, the school is able to ask for voluntary contributions from parents to fund activities during school hours which would not otherwise be possible.

Some activities for which the school may ask parents for voluntary contributions include:

- school trips,
- sports activities

There is no obligation for parents to make any contribution, and no child will be excluded from an activity if their parents are unwilling or unable to pay. If the school is unable to raise enough funds for an activity or visit then it will be cancelled.

9. Remissions

In some circumstances the school may not charge for items or activities set out in sections 6. This will be at the discretion of each school and will depend on the activity in question.

9.1 Remissions for residential visits

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 (same criteria as free school meals):

- Income Support
- income-based Jobseeker's Allowance
- income-related Employment and Support Allowance
- support under Part VI of the Immigration and Asylum Act 1999
- the guaranteed element of Pension Credit
- Child Tax Credit (provided you're not also entitled to Working Tax Credit and have an annual gross income of no more than £16,190)
- Working Tax Credit run-on – paid for 4 weeks after you stop qualifying for Working Tax Credit
- Universal Credit

APPENDIX A – Lettings

1. Introduction

The Trust regards the school buildings and grounds as a community asset and will make every effort to enable them to be available for the delivery of extended services including community use.

Schools control the use of their school premises both during and outside school hours.

The Trust welcomes the opportunity to work with partner organisations in extending the range of opportunities to help children and young people achieve their full potential by engaging with services meeting the wider needs of children, young people, families and the local community. The Trust acknowledges that extended services, including community services, support and complement the main teaching and learning activity within the school and contribute towards raising standards.

Any out of hours activities delivered by external organisations must have robust safeguarding procedures in place and evidence these before any activity is agreed to be run on a school site.

A charge will normally be levied to meet the additional costs incurred by the school in respect of any letting of the premises. As a minimum, the *actual* cost to the school of any use of the premises must be reimbursed to the school's budget where those activities are not directly aimed at raising pupil attainment and achievement.

This policy applies for short term lettings.

2. Definition of a Letting

A letting may be defined as “any use of the school premises (buildings and grounds) by either a community group (such as a local music group or football team), or a commercial organisation (such as the local branch of ‘Weight Watchers’)”.

A letting must not interfere with the primary activity of the school, which is to provide a high standard teaching and learning environment for all its pupils.

Lease arrangements and Partnership Agreements are the subject of separate legal processes and policy guidance (please ask Executive Team for Guidance before making any agreements).

Use of the premises for activities such as staff meetings, parents' meetings, Board meetings, out of school hours learning/study support activities or any other extended services which support the raising of attainment and achievement, fall within the corporate life of the school. Costs arising from these uses are therefore a legitimate charge against the school's budget.

3. Charges for a Letting

The schools are responsible for setting charges for the letting of the school premises. A charge may be levied in order to cover the following:

- Cost of services (heating and lighting)
- Cost of staffing (additional security, caretaking and cleaning) – including “on-costs”
- Cost of administration
- Cost of “wear and tear”
- Cost of use of school equipment (if applicable)

The specific charge levied for each letting will be reviewed no less than annually. This review will preferably take place during the summer term, for implementation from the beginning of the next financial year, with effect from 1st September of that year. Current charges will be provided in advance of any letting being agreed. (appendix 3)

4. VAT

Letting land and building facilities (e.g. the hall or classrooms) will generally be exempt unless they are sports facilities which will generally be standard rated, although the letting will remain VAT exempt in certain circumstances. These circumstances include:

- A single, continuous let period of over 24 hours to the same individual.
- A let of a series of sessions to the same individual where:
 - The series is of at least ten sessions.
 - Each session is for the same sport or activity.
 - Each session is in the same place.
 - The interval between each session is at least 1 day, but not more than 14 days.
 - The series is paid for as a whole with written evidence to that fact.
- Where the trust will be providing education free of charge.

5. Management and Administration of Lettings

The Headteacher is responsible for the management of lettings, in accordance with the Trust’s policy and may delegate all of this responsibility to a member of administration or site staff, whilst still retaining overall responsibility for the lettings process.

If the Headteacher has any concern about whether a particular request for a letting is appropriate or not, s/he will consult with the Trust CFOO.

6. The Administrative Process

Some of our schools use Vivify for the management of their lettings. Hirers for these schools should follow the instructions as set out on the school website.

For schools who do not use Vivify

Organisations seeking to hire the school premises should approach the school via the online booking platform; SchoolHire and make an initial booking request based on the calendar availability. The school has the right to refuse an application, and interested parties should be advised that no letting should be regarded as “booked” until approval acceptance has been given via SchoolHire. No public announcement of any activity or function taking place should be made by the organisation concerned until the booking has been formally confirmed.

The person applying to hire the premises will be invoiced, in advance, for the cost of the letting as appropriate (e.g. monthly) in accordance with the current scale of charges.

All lettings fees, which are received by the school, will be paid into the Trust’s bank account, 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 will be regularly monitored and reported to the Headteacher.

7. Public Liability and Accidental Damage Insurance

The Hirer warrants that it has appropriate public liability insurance to cover all its legal liabilities for accidents resulting in injuries to persons (including all participants in the activity for which the premises are being hired), and/or loss of or damage to property, including the hired premises, arising out of the letting. The minimum limit for this insurance cover is *£5 million*. The Hirer must produce the appropriate schedule of insurance cover before the letting can be confirmed.

8. Safeguarding/Child Protection/Prevent Duty

The school will ensure that appropriate arrangements are in place to keep children safe during the hiring of school premises and facilities.

Organisations submitting a lettings request involving working with children and/or young people will submit a signed copy of their current Child Protection and Safeguarding Policy. The Site Manager/DSL will ensure there are arrangements in place to liaise with the organisation on these matters where appropriate. The Site Manager/DSL will also ensure safeguarding requirements are included in any transfer of control agreement, as a condition of use and occupation of the premises. Failure to comply with this will lead to termination of the agreement.

Organisations submitting a lettings request involving working with children and/or young people must also ensure that the updated DfE guidance ‘After-school clubs, community activities, and tuition safeguarding guidance for providers’ is followed as outlined in Appendix 2 Terms and Conditions.

All hires must state the purpose of the hire. Each application will be vetted and any concerns will be reported to the DSL prior to approval.

When determining whether to approve an application, the school will consider the following factors:

- The type of activity
- Possible interference with school activities
- The availability of facilities
- The availability of staff
- Health and safety considerations
- The school's duties with regard to the prevention of terrorism and radicalisation
- Whether the letting is deemed compatible with the ethos of the school

An application will not be approved if it:

- Is aimed at promoting extremist views
- Involves the dissemination of inappropriate materials
- Contravenes the statutory Prevent duty
- Is likely to cause offence to public taste and decency (except where this is, in the opinion of the SBM, balanced or outweighed by freedom of expression or artistic merit)

The Site Manager will file an incident report if they have reason to believe that the letting has been used for political purposes not previously authorised, the dissemination of inappropriate material or any other purpose that contravenes the Prevent duty.

Where an individual or group is found to be promoting views in contravention of the school's Prevent duty, the person or group is guilty of an offence, under the Education Act 1996, and liable on summary conviction to a fine. In addition, the school will contact the police who will remove the person or group from school premises.

Schools using the Vivify booking system will follow their procedures/arrangements.

[Appendix 1 – SchoolHire](#)

[Appendix 2 – Terms and Conditions](#)

[Appendix 3 – Scale of Charges](#)