

# Barnwell School

## Charging & Remissions Policy



*Achieving Excellence Together*

**Adopted by the LA Action Group – December 2012**

**Reviewed – January 2020**

**To be reviewed – January 2021**

## **1. Purpose**

Barnwell School aims to have a robust, clear process in place for charging and remission. This policy sets out the type of activities that can be charged for, and when charges will be made.

Where education is provided wholly or mainly during school hours, it must be free. However, the school may charge for activities outside of school hours where these are not a necessary part of the national curriculum. Provision before and after the school day, which delivers the National Curriculum or prepares a child for a public examination may not be charged for.

Barnwell School believes that all our students 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 the School will endeavour to ensure a good range of visits and activities is offered and, at the same time, try to minimise the financial barriers which may prevent some students taking full advantage of the opportunities.

This policy is based on advice from the Department for Education DfE on charging for school activities, and the Education Act 1996, which sets out the law on charging for activities in maintained schools.

## **2. Roles and Responsibilities**

- 2.1 The Governing Board has the overall responsibility for approving the Charging and Remissions Policy, this role has been delegated to the Governors Personnel and Finance Committee. The policy will be reviewed on an annual basis.
- 2.2 The Headteacher is responsible for ensuring staff are familiar with the Charging and Remissions policy, and that it is being applied consistently.
- 2.3 Barnwell staff are responsible for implementing this policy consistently and notifying the Headteacher of any specific circumstances which are unclear or where they are not certain if the policy applies
- 2.4 Parents are expected to notify the School of any concerns or queries regarding the Charging and Remissions policy.

## **3. Prohibition of Charges**

The Governing Board of the School recognise that the legislation prohibits charges for the following:

- 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 the National Curriculum, or part of a syllabus for a prescribed public examination that the student is being prepared for at the school, or part of religious education;
- instrumental or vocal tuition if required as part of the National Curriculum, or part of a syllabus for a prescribed public examination that the student is being

- prepared for at the school, or part of religious education;
- entry for a prescribed public examination, if the student has been prepared for it at the school;
- examination re-sit(s) if the student is being prepared for the re-sit(s) at the school;
- education provided on any trip that takes place during school hours;
- education provided on any trip 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 student 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 students on a residential trip;
- transporting registered students to or from the school premises, where the local education authority has a statutory obligation to provide transport;
- transporting registered students to other premises where the governing body or local education authority has arranged for students to be educated;
- transport provided in connection with an educational trip;
- transport that enables a pupil to meet an examination requirement when he has been prepared for that examination at the school;

#### **4. Voluntary Contributions**

The Headteacher or Governing Body may ask parents for a voluntary contribution towards the cost of:

- any activity which takes place during school hours;
- school equipment;
- school funds generally.

The contribution must be genuinely voluntary and in no way represents a charge. In addition, the following will be made clear to parents:

- that the contribution is genuinely voluntary, and a parent is under no obligation to pay;
- that registered students at the school will not be treated differently according to whether or not their parents have made any contribution in response to the request;
- if there are insufficient voluntary contributions received, the school reserves the right to cancel the event.

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.

#### **5. Residential Trips**

Schools are permitted to charge for the cost of board and lodging during residential school trips, even if they occur mainly during school time.\* This cost must not exceed the actual cost of the provision. However, the school cannot charge for the educational or travel elements.

*\* Is a residential trip in or out of school time?*

*If the number of school sessions on a residential trip is equal to or greater than 50% of the number*

*of half days spent on the trip it is deemed to have taken place during school hours (even if some activities take place late in the evening). Whatever the starting and finishing times of the school day, regulations require that the school day is divided into two sessions. A "half day" means any period of 12 hours ending with noon or midnight on any day.*

In some circumstances the school may not charge for certain items or activities. This will be at the discretion of the Governing Body and will depend on the activity in question.

Where the trip takes place wholly, or mainly, during school hours, children whose parents are in receipt of the following support payments will, in addition to having a free school lunch entitlement, also be entitled to the remission of the charge for board and lodging:

- universal credit in prescribed circumstances;
- income support;
- income-based Jobseeker's Allowances;
- support under part VI of the Immigration and Asylum Act 1999
- Child Tax Credit provided the parent is not entitled to Working Tax Credit and their annual income, assessed by Her Majesty's Revenue and Customs does not exceed the annual limit as set out in the Revenue and Customs rules.
- The guarantee element of State Pension Credit;
- Students who receive Income Support or Income Based Jobseekers allowance in their own right are also entitled to Free School Meals
- Parents in receipt of the guaranteed element of State Pension Credit are also entitled to free school meals

## **6. Instrumental Music Lessons**

A charge is permitted for vocal or instrumental music tuition undertaken in school hours for up to and including four pupils, unless the tuition forms part of the syllabus for a prescribed public examination (e.g. GCSE). (See Appendix B).

Charges may not exceed the cost of the provision, including the cost of staff giving the tuition. Charges cannot be made:

- if the teaching is an essential part of the national curriculum; or
- for a pupil who is looked after by the local authority.

Hertfordshire Music Service provides financial support (formerly called 'Remission of Music Fees') to enable those students who qualify for Free School Meals and other benefits to access tuition provided by the Music Service.

All students who are eligible because of their qualification for Free School Meals (as well as receiving their school's recommendation for financial support) will pay £20 per term towards the cost of their tuition. The maximum level of financial support will be for the equivalent of 20 minutes individual tuition. Students who qualify for certain other benefits may also be eligible for partial support of their tuition costs to be paid through the scheme. The maximum for this level 2 financial support will be half the cost of 20 minutes individual tuition. Students receiving level 2 support will not pay the termly support fee.

Eligibility will be rechecked for continuing students and for those on the waiting list for financial support.

Full details of Hertfordshire Music Services Remissions arrangements and qualifying criteria can be found at <http://www.hertsmusicservice.org.uk/remission-criteria/>

## **7. Public Examinations**

No charges may be made for entering students for public examinations that are set out in Regulations. However, an examination entry fee may be charged to parents if:

- the examination is on the set list, but the student was not prepared for it at the school;
- the examination is not on the set list, but the school arranges for the student to take it; or
- a student fails without good reason to complete the requirements of any public examination where the Governing Body or LEA originally paid or agreed to pay the entry fee.

Charges may not be made for any cost associated with preparing a student for an examination. However, charging is allowed for tuition and other costs if a student is prepared outside of school hours for an examination that is not set out in Regulations.

## **8. Minibus**

Only the school's students, staff or parents may travel for a charge in a school's minibus and only where a permit has been issued under Section 19 of the Transport Act 1985. This permit is not required where no charge (in cash or kind) is made. Any charge made may cover the costs of running the vehicle but must not make a profit.

Where the School has entered into an arrangement to transport pupils from other schools, such as the Stevenage 6<sup>th</sup> Form Consortium, a charge will be agreed locally between the respective schools to cover the cost of running the vehicle.

## **9. Materials, books, instruments, equipment**

Charges will be made for any materials, books, instruments or equipment where a parent wishes their child to own them.

## **10. Optional Extras**

Barnwell School is able to charge for activities known as 'optional extras'. The following are optional extras:

- Education that is provided outside of school time that is not part of:
  - the national curriculum
  - a syllabus for a prescribed public examination that the pupil is being prepared for at a school; or
  - religious education
- Examination entry fees if the registered pupil has been prepared for the examination at the school.
- Transport (other than transport that is required to take a pupil to school or other premises where the Governing Body 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 and after school clubs, or supervised homework sessions)

When calculating the cost of optional extras, and amount may be included in relation to:

- Any materials, books, instruments or equipment provided in connection with the optional activity.
- The cost of buildings and accommodation.
- Non-teaching staff.
- Teaching staff engaged under contracts for services purely to provide the optional activity.
- The cost, or an appropriate proportion of the costs, for teaching staff employed to provide tuition in playing a musical instrument or vocal tuition.

Any charge made in respect of individual pupils will not be greater than the actual cost of providing the 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.

## **11. Lettings**

Barnwell School ensures that the most effective use is made of school premises, and that the School is available as a resource for the wider community. Roles and responsibilities for letting arrangements are contained in the Barnwell School Lettings Policy. Current letting rates are contained in Appendix B. Barnwell School has contracted with an external lettings management company, School Lettings Solutions, to manage the hire of school facilities outside of school time.

## **10. Refunds**

Where an activity makes an unexpected surplus, the school will consider making a refund. In accordance with the guidance set out within the HCC Financial Handbook for Schools', Barnwell School will make a refund where the surplus is either:

- 5% or more of the total cost per person, or
- £5, whichever is the lower

Surpluses will be reimbursed in 'round amounts' only, e.g. £5 not £5.29

Where a refund is offered, the accompanying letter will indicate that 'a surplus of £x has been made and that if the parent / guardian would like to take advantage of it they should contact the office within 2 weeks of the date of the letter. If the school is not contacted within this time it will assume that the refund has been donated to school funds.' A clear audit trail of refunds will be maintained by the Finance Office. Refunds donated to the

school will be transferred to an appropriate budget heading.

## **11. Debt Recovery Policy**

Barnwell School will take all reasonable measures to vigorously collect debts as part of its management of public funds. A debt will be written-off only after all reasonable measures (commensurate with the size and nature of the debt) have been taken to recover it.

Barnwell's debt recovery policy will observe the relevant financial regulations and guidance set out in the Financial Handbook for Schools and any other legal requirements. In particular:

- The Governing Body will not write-off any debt belonging to the school which exceeds £500. Any sums above this will be referred to the local authority for approval and the formal agreement of the County Council's Finance Director obtained before writing-off. (If any debtor has a number of debts which together exceed the write-off limit then these will be treated as a total amount).
- A formal record of any debts written off will be maintained and this will be retained for 7 years. (See Appendix A attached).
- Barnwell School will not initiate any legal action to recover debts but will refer any debts which it has not been able to collect (unless a decision to write-off the debt is demonstrably a reasonable course of action) to the County Secretary to consider taking legal or other action to recover the debt.
- Barnwell School will NOT write-off any debt belonging to the County Council or another party, e.g. debts for school meals. If in doubt as to the appropriate action to collect any such debts the school will seek advice promptly from officers of the County Council.

### **School staff are expected to follow the following procedures to secure the collection of all debts.**

#### **Recording of goods or services supplied where payment is not received in advance or 'at the point of sale'.**

A record will be kept of all such supplies that details what was supplied, the value, the date(s) and the identity of the 'debtor', e.g. child, parent, hirer, etc.

Where invoices are raised these should state the date by which payment is due.

In all other cases correspondence with parents, etc. should indicate the maximum period that the school regards as reasonable before payment is overdue, e.g. contributions for a school trip should be received by, payment for items purchased should be sent to the school office by, etc.

The Headteacher should determine what the reasonable 'credit period' is if this is not otherwise specified, e.g. the governors may stipulate the maximum settlement period for school lettings in a separate 'premises hiring policy'.

## **Initial reminders**

Initial reminders may be informal and made either in person (when a parent comes to collect/drop off the child) or by telephone. Normally, the Finance Office will undertake this having built up a good relationship with the parents. The initial reminder will be followed-up with a letter providing a statement of hire and charges owing.

## **First reminder letter**

A formal reminder letter should be issued no later than 4 weeks from any informal reminder / the date of supply.

## **Second reminder letter**

A second reminder letter will be issued a further 4 weeks after the First reminder letter. Failure to respond to reminders / settle a debt.

If no response is received from the reminders issued, a letter will be sent to the debtor advising them that the matter will be referred to the County Secretary's Department, Legal and Administration.

At the discretion of the Headteacher the debtor may be advised that they will be required to pay in advance for all future supplies or the supply will no longer be available to them. This decision and its basis will be recorded.

## **Negotiation of repayment terms**

Debtors are expected to settle the amount owed by a single payment as soon as possible after receiving the first 'overdue reminder'.

If a debtor asks for 'repayment terms' these may be negotiated at the discretion of the Finance Manager. A record of all such agreements will be kept. A letter will be issued to the debtor confirming the agreed terms (unless this is not judged necessary). The settlement period should be the shortest that is judged reasonable.

The Headteacher will decide whether any debtor who has been granted extended settlement terms will not be offered any further 'credit' and will be required to pay in advance in future.

## **Costs of debt recovery**

Where the school incurs material additional costs in recovering a debt then the Headteacher will decide whether to seek to recover such costs from the debtor. This decision and its basis will be recorded.

The debtor will be formally advised that they will be required to pay the additional costs incurred by the school in recovering the debt.

## **Reporting of outstanding debt levels**

The Finance Manager will ensure that the level of outstanding debt is known / can be determined at any time.



The Finance Manager will review the level of outstanding debts every month to determine whether this level is acceptable and whether action to recover debts is effective.

### **Bad debts**

As per the Schedule of Financial Delegation the Personnel and Finance Committee will approve the write-off of all debts over £200 and up to a maximum of £500. Debts above £500 are referred to the LA Finance Director for approval.

A record of the write-off, the reason for it, and the approval for it, will be retained for 7 years.

Any debt belonging to the County Council will be referred to the appropriate officer for consideration/action without delay once the school has taken reasonable measures to collect the debt (i.e. has followed the reminder notification procedures set out above). In the case of school meal debts, the procedure set out in the School Meals & Milk Administration Handbook will be followed.

## Appendix A

### Record of Debts Written Off

Debtor	Details of debt	Amount (£)	Invoice reference and date <i>(where applicable).</i>	Reason for write-off <i>(including brief details of measures taken to secure payment - as appropriate).</i>	Authorisation of write off – name and signature of the authorising individual and date. Cross reference to entry in the accounts where applicable.

## Appendix B

### Music Charges – 2019/20

#### Charges made to Parents for Instrumental/Vocal Tuition

NB Music charges run for the academic year. Charges effective from September 2018 are also shown for comparison. The Hertfordshire Music Service will notify schools of the charges for the following academic year early in the summer term.

Tuition Type	Charge for Sept 2018 to July 2019	Charge for Sept 2019 to July 2020
Groups of 3 or 4 pupils sharing for 30 minutes	£77.00 per term	£77.00 per term
15 minute individual	£112.75 per term	£115.00 per term
30 minute share (2 pupils)	£112.75 per term	£115.00 per term
20 minute individual lesson	£150.70 per term	£154.50 per term
30 minute individual lesson	£225.50 per term	£231.00 per term
GCSE Level individual 20 minute lesson	No charge	No charge
GCSE Level individual 30 minute lesson	£77.00 per term	£77.00 per term
AS/A Level individual 30 minute lesson	No charge	No charge
100% Remission	£20 per term	£21.00 per term
50% Remission	50% of a 20 minute lesson (£75.35)	50% of a 20 minute lesson (£77)

These charges are as recommended by the Music Service. To cover the charges, the above fees require a small subsidy from the school's delegated budget. Students who are studying GCSE music will receive 20 minutes tuition free of charge. Lessons can be extended to 30 minutes with a reduced fee, (see above).

#### Cost to School for Instrumental/Vocal Tuition

Shared tuition (2 pupils)	£41.00 per hour
Individual tuition	£41.00 per hour

Lessons are provided for 33 weeks per year, an average of 11 weeks per term.

#### School Meals

The Meal of the Day price is £2.50 as recommended by Hertfordshire Catering Ltd.

#### Letting Rates

Guideline prices for lettings at Barnwell School from April 2020 are shown below. School lettings are managed by an external organization, School Letting Solutions, and charges may vary depending on staffing and resourcing requirements.

Discounts are available for local charitable groups.

Leisure Centre	Per hour
Sports Hall (Whole)	£45
Sports Hall (Half)	£25
Dance Studio 1	£28
Dance Studio 2	£28

Conference Room	£15
<b>Upper Campus</b>	<b>Per hour</b>
Main Hall	£30
Gym	£25
Dining Hall	£22
Kitchen	£25
Standard Classroom	£17
Technology Classroom	£22
Post 16 Centre	£22
<b>Middle Campus</b>	<b>Per hour</b>
Main Hall	£30
Gym	£25
Dining Hall	£22
Kitchen	£25
Standard Classroom	£17
Technology Classroom	£22
<b>Outside Pitches</b>	
Adult Football/Rugby	
- With Changing	£75 Per match
- Without Changing	£55 Per match
Junior Football/Rugby	
- With Changing	£45 Per match
- Without Changing	£25 Per match
Hardcourt Pitches	
- With Changing	£35 Per hour
- Without Changing	£15 Per hour

These rates are reviewed each year and shall be subject to periodic benchmarking to other providers.