

# DURHAM MARTYRS MULTI ACADEMY TRUST

## School Charging and Remissions Policy

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including Lettings

<b>Approved by:</b>	Resources	<b>Approved on:</b>	4 <sup>th</sup> December 2018
<b>Review date:</b>	September 2020	<b>Originator(s):</b>	<b>SBC / DPM</b>
<b>Version</b>	2		

*“In economic matters, respect for human dignity requires the practice of the virtue of temperance, so as to moderate attachment to this world's goods; the practice of the virtue of justice, to preserve our neighbor's rights and render him what is his due; and the practice of solidarity, in accordance with the golden rule and in keeping with the generosity of the Lord, who "though he was rich, yet for your sake . . . became poor so that by his poverty, you might become rich." (2 Corinthians 8:9)*

*The seventh commandment forbids theft, that is, usurping another's property against the reasonable will of the owner. There is no theft if consent can be presumed or if refusal is contrary to reason and the universal destination of goods. This is the case in obvious and urgent necessity when the only way to provide for immediate, essential needs (food, shelter, clothing . . .) is to put at one's disposal and use the property of others.(GS 69 § 1)*

*Even if it does not contradict the provisions of civil law, any form of unjustly taking and keeping the property of others is against the seventh commandment: thus, deliberate retention of goods lent or of objects lost; business fraud; paying unjust wages; forcing up prices by taking advantage of the ignorance or hardship of another. )(cf. Deut 25:13-16; 24:14-15; Jas 5:4; Am 8:4-6)”*

## **Catechism of the Catholic Church paras. 2407 2409**

### **1. Roles and Responsibilities**

The School Business Manager will take responsibility for the implementation of this policy and provision and on an operational basis, also for management, responsibility and evaluation of this policy. Any determination with respect to individual parents/carers will be considered jointly by the Head Teacher and the Governing Body.

### **2. Suggested Audience**

All administration, teaching and support staff and parents/carers. As part of their induction and professional development, these members of staff will participate in training which will enable them to competently use the procedures and principles defined in this policy.

### **3. School Aims**

At St Leonard's we...

- pursue excellence in all and for all;
- take Christ as the model for life;
- strive to create community.

### **4. Policy Aim**

The aim of this policy is to set out what charges will be levied for activities, what remissions will be implemented and the circumstances under which voluntary contributions will be requested from parents/carers.

### **5. Activities for which charges cannot be made**

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

- education provided during school hours (including the supply of any materials, books, instruments or other equipment);
- education provided outside school hours, if and only 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;
- tuition for pupil learning to play musical instruments, if the tuition is 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;
- entry for a prescribed public examination, if the pupil has been prepared for it at the school;
- examination re-sits and at the discretion of the Head Teacher;
- education provided on any trip that takes place during school hours that is part of the National Curriculum or an examination course or re-marks requested by parents;
- 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 pupil is being prepared for at the school, or part of religious education;
- supply teachers to cover those teachers who are absent from the school accompanying students on National Curriculum or examination courses;
- transporting pupils to or from the school premises, where in the past, the local education authority has had a statutory obligation to provide transport;
- transporting registered pupils to other premises where the Governing Body or in the past, the local education authority has arranged for pupils to be educated;
- transport that enables a pupils to meet an examination requirement when he or she has been prepared for that examination at the school.

## 6. Activities for which charges may be made

The Governing Body and Head Teacher will consider asking parents/carers to meet the costs of the activities detailed below. The charges will be made after consultation with parents/carers, will not exceed the cost of the provision and will be proportional for each student. Lessons/activities will not be confirmed until parental/carer agreement has been received, ideally by return of a signed reply slip.

Activity	Note
Board and lodging on residential trips	Information about activities and costs to be distributed to parents/carers well in advance of any trip, to enable financial planning by the family to take place
<p>The proportionate costs for any pupil on activities wholly or mainly outside school hours ('Optional extras') to meet the costs of:</p> <ul style="list-style-type: none"> <li>(a) travel</li> <li>(b) materials and equipment</li> <li>(c) non-teaching staff costs</li> <li>(d) entrance fees</li> <li>(e) insurance costs</li> </ul>	

Vocal and musical instrumental tuition	Charges to cover additional costs incurred by the school, beyond any element covered by public funding
Re-sits for public examinations where a pupil/student has chosen to resit the examination	
Examination fees where a pupil/student fails without good reason to sit an exam	After consultation with parents/carers
Any other education, transport or examinations where no further preparation has been provided by the school.	
Any other education, transport or examinations fee unless charges are specifically prohibited	
Breakages, repairs and replacements as a result of damage caused wilfully or negligently by the student	Charges will be made after consultation with parents/carers and will not exceed total replacement /repair costs
Extra-curricular activities and clubs	Charges to cover the additional costs incurred by the school, beyond any element covered by public funding
Any extended school activity	Charges to cover the additional costs incurred by the school, beyond any element covered by public funding

The school will make every effort to ensure that all information clearly defines costs and activities as simply and clearly as possible and is communicated well in advance, to enable families to plan for these charges.

## 7. Remissions

7.1 As far as its resources allow, the School will support pupils and their families to participate in the full range of activities which will be offered as part of the curricular and extra-curricular provision, where a voluntary parental contribution may be necessary, for any activity to be financially viable. This applies particularly to those pupils whose families receive support payments, such as those detailed below. While each case for support will be reviewed sympathetically, and in full confidence, the school itself has only limited resources at its disposal, and will seek to use these resources prudently to affect the greatest number of its pupils.

7.2 Pupils whose parents/carers are in receipt of the following support payments will, on addition to having a statutory free school lunch entitlement, also be entitled to apply to the school for some remission of charges for board and lodging costs during residential school trips, up to a maximum of £100 per academic year.

7.3 The relevant support payments are:

- Income Support
- Income Based Jobseeker's Allowance
- Support under Part VI of the Immigration and Asylum Act 1998
- Child Tax Credit, where the parent/carer is not entitled to Working Tax Credit and whose annual income (as assessed by the Inland Revenue) does not exceed £15,575 for 2008-2009 (in respect of this item, account will need to be taken of any revision to the amount)
- Guarantee element of State Pension Credit

- 7.4 All letters to parents/carers regarding activities which request a parental/carer contribution will include a statement inviting those parents/carers receiving any of the benefits above to contact the school in confidence if they would like their child/children to participate, giving details of the relevant benefit, so if necessary the school can confirm this.

## **8. Voluntary Contributions**

- 8.1 The Head Teacher may ask parents/carers for a voluntary contribution to support school activities.
- 8.2 The terms of any request made to parents/carers will specify that it is a voluntary contribution and in no way represents a charge. In addition the following will be made clear to parents/carers:
- that the contribution is genuinely voluntary and a parent/carer is under no obligation to pay;
  - that the students at the school will not be treated differently whether or not their parents/carers have made any contribution in response to the request.
  - that the activity may not take place if insufficient contributions are made.
- 8.3 The responsibility for determining the level of voluntary contribution will be delegated to the School's Business Manager under the direction of the Head Teacher.

## **9. Lettings**

- 9.1 The School will make its facilities available to outside users and the community at a charge of at least the cost of providing the facilities. The scale of charges will be determined annually by the Resources Committee.
- 9.2 Users will be asked to complete the Hire agreement set out in Appendix I if hiring out an area of the School Premises.
- 9.3 All potential school users will be made aware on application that they will be expected to use the school in accordance with the school's ethos and character.

## **10. Home to School Transport**

St Leonard's Catholic School has entered into a partnership with Durham County Council to ensure school buses continue to be available for pupils who do not qualify for free travel from Durham County Council.

Durham County Council continues to provide free transport where pupils are eligible under its policy. Details of who is eligible can be found at [www.durham.gov.uk/concessionaryspareseats](http://www.durham.gov.uk/concessionaryspareseats) or by ringing Durham County Council's school transport line on 03000 264444.

The full details of the Home to School Transport Scheme are available via the school website or upon request from the school.

The Home to School Transport Scheme is a subsidised scheme to ensure the continued provision of school buses for pupils at St Leonard's Catholic School. The Governing Body reviews the scheme annually to ensure that it provides value for money and that the financial impact of any subsidy upon the financial running of the school is minimised.

## **11. Other charges**

The Head Teacher, the school's Resources Committee or the Governing Body may levy charges for miscellaneous services up to the cost of providing such services e.g. for providing a copy of an Ofsted report.

## **12. School Meals**

The Governing Body will determine and publish annually the price to be charged for school meals.

## **13. Monitoring and Review**




The Business Manager is responsible for monitoring all aspects of this policy. An annual written report will be made to the Governing Body, giving precise figures around charges and parental/carer contributions.

## APPENDIX I -HIRE AGREEMENT – ST LEONARD’S CATHOLIC SCHOOL




This Hire Agreement dated \_\_\_\_\_ is made between St Leonard’s Catholic School ("The School") and the HIRER named below whereby in consideration of the sums(s) mentioned:

The School agrees to permit the HIRER (1) to use the Premises (4) for the Licence Period(s) (3) all described below:

### I. HIRER CONTACT DETAILS

Name of Organisation (Hirer)	
Name of Contact Person	
Address of Organisation (Hirer)	
Telephone Number (Hirer)	 _____
Mobile Number (Hirer)	 _____
Email Address (Hirer)	 _____

### 2. INVOICE DETAILS (IF DIFFERENT FROM ABOVE):

Name of Organisation (Hirer)	
Name of Contact Person	
Address of Organisation (Hirer)	
Telephone Number (Hirer)	 _____
Mobile Number (Hirer)	 _____
Email Address (Hirer)	 _____

### 3. BOOKING DETAILS

TERM	Day	Date (from)	Date (to)	Time (from)	Time (to)	Excluding Dates	Block Booking (Total No of Sessions)	Area Booked
AUTUMN								
SPRING								
SUMMER								

If your group has more than one booking per week separate forms **MUST** be filled out.

### 4. PREMISES

Please outline any additional requirements.

### 5. EQUIPMENT REQUIRED

### 6. HIRER (LICENCE) FREE

	Autumn Term	Spring Term	Summer Term
Booking Charge			



<b>Deposit (10%)</b>			
<b>Balance</b>			

## 7. PAYMENT

The Hirer shall be charged a 10% deposit at the time of booking with the full balance payable within 14 days of invoice. For block bookings, the Hirer will be invoiced every 4 weeks (or at the end of the booking period if less than 4 weeks). If any amounts are not received the School reserves the right to:

- (a) cancel the booking
- (b) charge interest at a rate of 4% per annum

## 8. TYPE OF ORGANISATION

Adult                Yes                No

Children            Yes                No

The Protection of Children Act 1999 requires that all adult members of the organisation that have contact with children are suitably checked as defined within the Act. Please confirm this in writing. No organisation that works with children shall be permitted to use the School's premises where it cannot confirm that its members have been appropriated vetted in accordance with the law.

If you are unable to confirm the above, please state reasons:

## 9. INSURANCE

It is a requirement that all organisations have an up-to-date **Public Liability Insurance Certificate**. A copy must be provided with this booking form. Third party insurance cover to be taken out prior to the Period of Hiring to meet any claim action or liability including death and personal injury brought by an individual using the School or any part thereof under this agreement or any dependent of such a person. Such insurance may be limited to £2,000,000 for loss or damage. If a copy of the above certificate is not received at least 3 days prior to the Licence Period the School reserves the right to cancel the booking (without Liability to the Hirer) if the insurance cover in operation is inadequate.

## 10. FIRST AID

We strongly recommend that your club always has at least one adult trained to administer First Aid.

## **11. PARKING**

Whilst the School will make all reasonable efforts to protect the property of Clients, please note that those parking Private Cars within the confines of St Leonard's Catholic School do so at their own risk. The School will not be responsible for any losses or thefts from vehicles. Hirers must advise their members and attendees to take suitable precautions to protect their property. All vehicles must be parked in allocated parking bays. Under no circumstances is it permitted to blocked gates, entrances or exits. It is not permitted vehicles to be parked on paths, pavements, ramps or grass. Any damage caused to the school by the irresponsible parking of hirers' vehicles will be charged for.

## **12. BOOKINGS INSIDE THE MAIN SCHOOL**

Please note: It is a requirement of the booking that bookings inside the main school, that reception staff are provided to monitor entry and exit. This applies to all evening and weekend bookings when the school does not have its own reception staff. The HIRER agrees with the School to observe and perform the conditions contained or referred to in the School's "Standard Conditions of Hire" for the time being in force as annexed hereto (receipt and an understanding of which the Hirer acknowledges). The School reserves the right before or during the Licence Period to relocate a booking to an alternative venue within the School, notwithstanding the signing of this form by the Hirer.

## **DECLARATION**

Signed by the duly authorised representatives of the parties on the date set out at the start of this agreement:

### **Signed on behalf of the school**

Name \_\_\_\_\_ Signed \_\_\_\_\_

Designation \_\_\_\_\_ Date \_\_\_\_\_

### **Signed on behalf of the Hirer / Organisation (named at 1)**

Name \_\_\_\_\_ Signed \_\_\_\_\_

Designation \_\_\_\_\_ Date \_\_\_\_\_

**St Leonard's Catholic School Durham  
Lettings Rates**

**Summer Term**

Room	1st Hour	Subsequent Hours Rate per hour or part thereof
Sports Hall	£30	£15
Main Hall	£30	£15
Classroom	£15	£10
Computer Suite	£30	£15

**Autumn/Spring Term**

Room	1st Hour	Subsequent Hours Rate per hour or part thereof
Sports Hall	£30	£20
Main Hall	£30	£20
Classroom	£15	£15
Computer Suite	£30	£20

**Special Terms**

Full term bookings – 10% discount