

Charging & Remissions Policy

Policy No. F07

Trustee Lead Reviewer: Maureen Fowler

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1. GENERAL PRINCIPLES

Trustees recognise the valuable contribution that a wide range of activities, including Academy visits, residential experiences and clubs, can make towards all aspects of students' education. Trustees therefore wish to actively promote and provide as far as possible such activities as part of a broad and balanced curriculum for the benefit of all students of the Academies within The Evolve Trust. However, the Trustees reserve the right to refuse letting facilities if they so wish.

2. GENERAL DATA PROTECTION REGULATIONS (GDPR)

This policy has been reviewed in accordance with the General Data Protection Regulation (GDPR) which will replace the Data Protection Act 1998 from 25th May 2018. The introduction of GDPR has resulted in changes to many existing data protection rules and regulations that educational establishments adhere to. The Evolve Trust has undertaken a full data protection audit and have ensured that appropriate changes that have been made to data protection rules and regulations have been adhered to in full. The Evolve Trust has carried out all additional compliance requirements and fully accepts their duty of care to ensure individuals' data is kept safe and secure, resulting in increased compliance in our systems, processes and policies.



3. CHARGES

Trustees reserve the right to make a charge for the following activities which may from time to time be organised by the Academies within the Trust. Remission arrangement for activities are at the discretion of Trustees except in the circumstances set out below.

3.1 Residential Activities Held During Academy Hours

No charge can be made for education provided on any visit that takes place during academy hours nor the cost of supply teachers to cover those teachers who are absent from school accompanying pupils on a residential visit. Charges may be made for the board and lodging element of those residential activities which take place during Academy hours. Parents will be notified in advance of any such activities which the Academies propose to organise and the estimated cost. Parental consent will be obtained for their children's participation in any such activities for which a charge may be made.

Any charge for a particular activity will be calculated by reference to the actual cost of providing the board and lodging for each student; no other costs will be covered by the charge. Where a parent can prove they are in receipt of benefits set out in the DfE Charging for School Activities guidance, they will be exempt from paying the cost of board and lodging.

3.2 Activities Held Outside Academy Hours

The Trust will endeavour to provide a range of such activities from time to time. These will sometimes include day and residential experiences and are known generally as 'optional

extras'. Charges may be made for these activities EXCEPT where they are provided to fulfil any requirements specified in the syllabus of a prescribed public examination or are required in order to fulfil statutory duties relating to the National Curriculum or to religious education in which case they are not regarded as option extras as such and charges cannot be made. (Board and lodging charges may still however be made for any residential activities subject to the remission arrangements described below.)

If 50% or more of the time spent on the activity occurs during academy hours, it is deemed to have taken place during academy hours. Time spent on travel counts in this calculation if the travel itself occurs during academy hours, but do not include the break in the middle of the day. Where less than 50% of the time spent on the activity occurs outside academy hours, it is deemed to have taken place outside academy hours.

Parents will be notified well in advance of any 'optional extras' which the Academies propose to organise and the estimated cost. Parental consent will be obtained if their children are to participate in any activities for which a charge may be made. Any charge for a particular activity will be dependent upon the type of activity and its cost and the number of participants. This charge will not exceed the actual cost of providing the activity, divided equally by the number of students willing to participate.

The cost of other students participating in the visit will not be included in the charge. The charge may however include an appropriate element for such things as:

- i) The student's travel costs (except where relates to travel to premises where education is provided)
- ii) The student's board and lodging costs for a residential visit
- iii) Extended day services offered to pupils (e.g. breakfast or after-school clubs)
- iv) Materials, books, instruments and other equipment
- v) Non-teaching staff costs
- vi) Entrance fees to museums, castles, theatres etc.
- vii) Insurance costs
- viii) The expenses only of participating teachers engaged on a separate contract for services to provide the 'optional extra'.

Any charge made must not exceed the actual cost of providing the optional extra activity, divided equally by the number of pupils participating. It must not include an element of subsidy for those pupils wishing to participate whose parents are unwilling or unable to pay the full charge. There cannot be any charge for alternative provision for those pupils who do not wish to participate e.g. supply teachers.

Participation in any optional extra activity will be on the basis of parental choice and a willingness to meet the charges. Parental agreement is therefore a necessary requirement.

3.3 Individual music tuition may be charged for and can include the cost of the teacher as well as the cost of sheet music and the hire of a musical instrument, provided the tuition is at the request of the pupil's parent. The charge may not exceed the cost of the provision, including the cost of the staff who provide the tuition. No charge can be made in respect of a pupil who is looked after by a local authority. This is the only activity taking place wholly during Academy hours for which a charge may be made.

3.4 Materials and ingredients: a charge will only be made for any materials and ingredients relating to activities taking place during Academy hours where parents have indicated in advance a wish to own the finished product e.g. in food or technology. Alternatively parents may, in these circumstances, be asked to volunteer to provide the ingredients and materials prior to the activity taking place.

3.5 Examination Fees: no charge will be made for prescribed public examination for which a student has been prepared by the Academies. However, the Academies will only pay for students to resit one exam per subject. The cost of any additional resits will be charged to the student. Charges for other, non-prescribed public examinations or prescribed examinations for which the student has not been prepared by the Academies will be at the discretion of Trustees unless the fees for the examinations would normally be met by the LA in accordance with its current policy.

If a student fails without reasonable cause to complete the examination requirements of any public examination, prescribed or otherwise, for which the LA or the Academies have paid, or is liable to pay, an entry fee, the fee will be recovered from the student's parents. The examination fees payable by parents in these circumstances may be remitted if the LA or Trustees, whichever is funding the examination, is satisfied that the cause of a student's failure to complete the examination requirements was reasonable. Each case will be considered on its individual merits. As a general guide however, the payment of examination fees will only be remitted if a student was prevented from completing the examination requirements because of illness or some other very exceptional circumstances.

Where sales invoices are raised for charging for any of the above, we are required by HMRC to retain a copy of the sales invoice for a period of 6 years from the end of the financial year. This invoice is likely to include personal information such as name and contact details in order to process the transaction. We will ensure that any such information is secured in line with the Trust's Data Security Policy which can be found on the Evolve Trust website.

4 REMISSIONS

The guarantee element of State Pension Credit or an income related employment and support allowance Net was introduced in October 2008. Where the parents are in receipt of Income Support, Income Based Job Seekers Allowance, support under Part VI of the Immigration and Asylum Act 1999 or Child Tax Credit, where the parent is not entitled to Working Tax Credit and whose annual income (as assessed by Inland Revenue) does not exceed £16,190

(Financial Year 2013/14), Trustees will remit in full the cost of board and lodging for any residential activity the Academies organise for the student if the activity:

- i) Takes place within Academy hours OR
- ii) Forms part of the syllabus for a prescribed public examination or fulfils statutory duties relating to the National Curriculum or religious education, irrespective of whether the activity takes place within or outside Academy hours.

Any other remission arrangements for a particular activity or student will be entirely at the discretion of Trustees. Any subsidy provided by Trustees will be met from the funds at its disposal.

5 VOLUNTARY CONTRIBUTIONS

Nothing in this policy statement precludes Trustees from inviting parents/carers to make voluntary contributions for the benefit of the Academies or in support of any Academy activity, whether during or outside Academy hours. Any contributions sought will be entirely voluntary and students will not be treated differently according to whether or not their parents/carers make a contribution in response to any invitation.

If an activity cannot take place without voluntary contributions, this should be made clear to parents/carers in the initial letter. The letter could indicate the contribution per student which would be required if the trip were to take place. However, the letter could make it clear that the activity would not take place if insufficient parents were able to support it.

There is no limit to the level of voluntary contribution which parents/carers can make towards Academy activities.

6 BREAKAGES AND DAMAGE TO ACADEMY PROPERTY

Trustees reserve the right to seek reparation from parents where their children cause breakages or damage to Trust property.

7 LETTINGS

7.1 Trustees control the use of the Trust premises both during and outside academy hours. Trustees regard the Trust 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.

7.2 Definition of a Letting:

A letting may be defined as “any use of the Trust 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 Trust, which is to provide a high standard teaching and learning environment for all its students.

7.3 Charges for a Letting:

Trustees are responsible for setting charges for the letting of the Trust 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 insurance (if the Trust has arranged its own public liability insurance);
- Cost of use of Trust equipment (if applicable);
- Profit element (if appropriate).

The specific charge levied for each letting will be reviewed no less than annually by Trustees. 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.

7.4 Trustees have the right to refuse an application – no letting should be regarded as “booked” until approval has been given in writing. Once a letting has been approved by (or on behalf of) Trustees, a letter of confirmation will be sent to the Hirer outlining terms and conditions of hire (Appendix A).

7.5 All lettings fees, which are received by the academies, will be paid into the bank account, in order to offset the costs of services, staffing etc. (which are funded from the academies’ delegated budgets). Income and expenditure associated with lettings will be regularly monitored and reported to Trustees.

7.6 VAT:

The Evolve Trust is registered for VAT and is required to charge VAT on lettings.

6.7 Management and Administration of Lettings:

The Chief Executive Officer is responsible for the management of lettings, in accordance with the Trusts’ Charging & Remissions Policy. The Chief Executive Officer may delegate all or part of this responsibility to other members of staff whilst still retaining overall responsibility for the lettings process.

If the Chief Executive Officer has any concern about whether a particular request for a letting is appropriate or not, they will consult with the Chair of Trustees or Chair of the Audit

Committee, which has been given delegated authority to determine the issue on behalf of the Full Board of Trustees.

We are required by HMRC to retain a copy of all sales invoices and signed contracts (as set out in Appendix A) relating to lettings for a period of 6 years from the end of the financial year. This invoice may include personal information such as name and contact details for the purpose of providing an audit trail for such transactions. We will ensure that any such information is secured in line with the Trust's Data Security Policy which can be found on the Evolve Trust website.

8 POLICY REVIEW

The Evolve Trust Trustees reserve the right to review and amend this policy statement from time to time as appropriate.

Appendix A – Hire Agreement

This Hire Agreement dated _____ is made between The Evolve Trust and the HIRER named below whereby in consideration of the sums(s) mentioned:

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

1) Hirer Contact Details:

Name of Organisation (Hirer):

Name of Contact:

Address of Organisation (Hirer):

Telephone:

Mobile:

Email:

2) Invoice Details (if different from above):

Name of Contact:

Address of Contact:

Telephone:

Mobile:

Email:

3) Booking Details (Licence Period):

Term	Day	Date (From)	Date (to)	Time (From)	Time (to)	Excluding date(s)	Block bookings – total no. sessions	Area Booked
Autumn (Sept – Dec)								
Spring (Jan-Mar)								
Summer (Apr-Aug)								

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

4) Premises: Please indicate any additional requirements

5) Equipment Required:

6) Hire (Licence) Fee:

	Autumn Term	Spring Term	Summer Term
Booking Charge £			
Less 10% Deposit			
Balance			

7) Payment:

The Hirer - 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 Trust 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.

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 Trust premises 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 Trust 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 you always have at least one adult trained to administer First Aid.

11) Parking:

Whilst the Trust will make all reasonable efforts to protect the property of Clients, please note that those parking Private Cars within the confines of the Trust premises do so at their own risk. The Trust 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.

12) Bookings inside the main buildings of the academy:

Please note: It is a requirement of the booking that bookings inside the main buildings of the academy, that reception staff are provided to monitor entry and exit. This applies to all evening and weekend bookings when the Trust does not have its own reception staff

The HIRER agrees with the academy to observe and perform the conditions contained or referred to in the academy's "Standard Conditions of Hire" for the time being in force as annexed hereto (receipt and an understanding of which the Hirer acknowledges). The academy reserves the right before or during the Licence Period to relocate a booking to an alternative venue within the academy, notwithstanding the signing of this form by the Hirer.

Signed by the duly authorised representatives of the parties on the date set out at the head of this agreement.

.....
Signed on behalf of the Trust
Position:
Date:
Conditions of Hiring

.....
Signed on behalf of hirer
Position:
Date:

1. The hirer shall pay the charge requested.

Trustees reserve the right to adjust the hiring charge:-

- (i) to cover any increases in hiring charges which may occur if an application covers a series of lettings over an extended period, and
- (ii) to cover any increase in a hiring charge which may occur between the date of the approved application and the date of the actual hiring.

2. The hirer shall ensure during the time these premises are so used that such activities are conducted in an orderly manner and under adult supervision and that the right to use the premises is exercised quietly and in a manner unlikely to cause any annoyance or inconvenience or to become a nuisance to the owners or occupiers of any adjoining or neighbouring property or to the public.

3. For the purpose of a dance or similar function to which the general public are admitted, and at which there may be a large gathering, it is the responsibility of the organisers to ensure that the letting is properly controlled by appointed stewards or such other responsible persons to maintain order throughout the whole period of the letting.

4. The hirer shall defray the cost of making good all damage caused to the premises or other property of The Evolve Trust which is in any way attributable to the exercise of this right.

5. The hirer will be responsible for ensuring the premises are left in the same condition they are found and if this is not the case a cleaning fee will be forwarded, payable within 14 days of the event.

6. The hirer shall be responsible for loss caused to the Academy Trust i.e. the hirer shall indemnify The Evolve Trust and keep it indemnified from and against all costs, charges, claims and demands for injury, loss or damage to persons or to property arising from the exercise of the right howsoever such injury, loss or damage may be caused unless due to any negligence on the part of The Evolve Trust or their servants or agents.

7. Bookings are taken subject to the Trust premises not being subsequently required by the Council for Parliamentary or Local Government elections and in the event of the Trust premises being so required, the Council will refund to the Applicant all charges made by the Council and already paid by the Applicant, neither the Council nor the Trust shall be liable to pay any compensation for any loss incurred by the Applicant.

8. The hirer shall obtain at his own expense all the necessary licences required in connection with the use of the premises for the purposes for which the same is let and to observe and comply with all the conditions attaching thereto.

NOTE: Early enquiries should be made of the appropriate District Council in respect of application for music, singing and dancing licenses and licences for stage plays and cinematograph performances. Applicants for music, singing and dancing licences are required to give at least 28 days' notice to the Licensing Authority.

A licence is required for the public performance of gramophone records, CD and tape recordings and a licence covering most makes can be obtained from the Phonographic Performances Limited of Evelin House, 62 Oxford Street, London W.1. Applicants are advised that failure to obtain such a licence is an offence against the Copyright Act, 1956.

9. The use of the premises is restricted to finish at 10.00pm unless approval to an extension to 11.00pm has been obtained prior to the letting. Where the letting runs over this time, the Trust has the right to charge for additional usage.

10. Furniture, fixtures and equipment must not be removed or interfered with in any way. The users of the Trust premises are forbidden to stand upon any desk and seat or upon other furniture or fittings. No fixtures or decorations of any kind requiring nails or screws to be driven into the Trust property are permitted and the premises must be left at the end of the letting in a reasonably clean and orderly condition.

11. No notice, either permanent or temporary, may be affixed to Trust notice boards or displayed on the Trust premises without prior approval of the Chief Executive Officer.

12. The provision of alcoholic drinks is not permitted unless prior approval has been sought from the Trust. Where permitted, the hirer is responsible for arranging for necessary licences.

13. No special preparation may be applied to the floors of the Trust premises for dancing purposes.

14. Stiletto heels, studded shoes and other types of footwear likely to cause damage to floors of the Trust premises are not permitted. It is expected that the organisers of functions for which the premises are hired will draw attention to this ban by means of a suitable notice on the programme, ticket or invitation issued for the function.

15. The hirer is responsible for the prevention of overcrowding and for keeping clear all passages and exits as required under Health and Safety regulations. In the event of an emergency, all occupants must leave the academy by the nearest exit and assemble at the venue area as advised to them by the hirer. The hirer is responsible for familiarising themselves with emergency exits and must ensure that participants are aware of emergency evacuation procedures and assembly points.

16. The Hirer must adhere to the correct adult / child ratios at all times.

17. In the event of the premises not being used after approval has been granted the Applicant will be responsible for payment of the caretaker's fee if written notification of cancellation is not received by the appropriate Principal at least 24 hours before the approved time of letting.
18. The Evolve Trust do not accept any liability in respect of the parking of any vehicle at the Trust premises connected in any way with the Applicant or the letting of the premises during the letting period.
19. The Evolve Trust accept no liability for goods and personal effects left on its premises by the hirer, its servants or agents, or by any user of the premises.
20. The Applicant may not sublet or assign the benefit of any letting of the Trust premises without the knowledge of the Chief Executive Officer and will be held personally responsible for the observance of these conditions.
21. There is no legal requirement for the academy to provide first aid facilities for hirer. It is the hirer's responsibility to make their own arrangements.
22. The Trust premises are non-smoking areas and smoking is not permitted within academy buildings or on the academy grounds at any time.
23. The Trust will cover the cost of premises security and is included in the cost of hire. Only named key holders may operate the security system.
24. A draft copy of any promotional literature / marketing that contains reference to the Trust must be approved by the Chief Executive Officer at least one week prior to distribution.
25. The hirer must state on the hire agreement any equipment they intend to bring into the academy and are responsible for ensuring the suitability of the equipment and for ensuring that it is in good order. Any electrical equipment must comply with the Local Authority Code of Practice for Portable Electrical Appliance Equipment. Equipment must have a certificate of safety. The hirers shall at the expiration of the hiring remove everything brought by them on to the Trust site shall leave it in a clean and orderly condition.
26. Where jumping pits are used, the hirers shall provide their own rakes and shovels for levelling the sand.
27. The hirers shall be responsible for keeping visitors off all sports facilities, other than those hired, particularly cricket squares, hard porous and synthetic areas, shrub borders, trees etc.
28. No vehicle shall be parked on or taken over the grass, sports facilities or borders.
29. The Site Manager is responsible for the pitches and he will decide if they are fit for play. The hirer should consult the Chief Executive Officer/Site Manager if in doubt.

30. The Evolve Trust may cancel the hiring on occasions where it is of the opinion , for any reason whatsoever, that it would be potentially dangerous to allow the activity to continue.

31. Where there are special conditions of hire relating to a particular activity the hirer must comply with those special conditions.

In the event of a breach of any of the conditions of hiring (including any special conditions of hire relating to a specific activity) The Evolve Trust may terminate the hire.

Template for self-assessment and action planning: Equality Act 2010 (Amendment Order 2012)

Name of Policy:	Charging and Remissions Policy
Date Analysis Undertaken:	20 November 2017

General Duty	Current Provision	Task to be completed / Undertaken	Support needed / Date for action / Lead
Eliminate unlawful discrimination, victimisation and harassment and other prohibited conduct.	Policy currently in place in line with Department for Education guidance	Review policy as determined by Trustees. Ensure any changes to legislation are incorporated into the Policy and actioned within the Trust	On-going: BAS
Advance equality of opportunity between people who share a protected characteristic and those who do not	Policy neutral impact, all employees receive support and any reasonable adjustments made when necessary	Seek professional support and advice as and when necessary. Review Policy as determined by Trustees	On-going: BAS
Foster good relations between people who share a protected characteristic and those who do not	Policy neutral impact, all employees receive support and any reasonable adjustments made when necessary	Seek professional support and advice as and when necessary. Review Policy as determined by Trustees	On-going: BAS

Template for self-assessment and action planning:

Equality Act 2010 (Amendment Order 2012)

Protected Characteristic	Positive Impact	Negative Impact	Neutral Impact	Engagement undertaken	Evidence and action taken/Outcome
Race			✓		
Religion or Belief			✓		
Gender / Gender Reassignment			✓		
Sexual Orientation			✓		
Disability			✓		
Age			✓		
Other (please specify)			Students entitled to Remissions – in line with Government guidelines		
Summary: All trips visits individually assessed at the time of initial costing to allow for protected characteristics. Reasonable adjustments implemented as necessary.					

Undertaken by:	Barbara Sims		
Signature			
Date:	April 2018		
QA:		QA Signature:	