

The Whitby Secondary Partnership

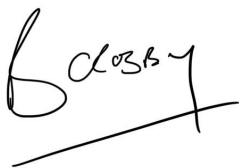
Charging & Lettings Policy

Governance Status

This policy was re-issued by NYC June 2014 and was formally adopted by Federation Governors on 24 March 2020. It will be reviewed annually by Governors.

Review dates	By Whom	Approval date
March 2020	Staff and Governors	20 October 2020
June 2022	Staff and Governors	21 June 2022
January 2023	Staff and Governors	7 February 2023
November 2023	Staff and Governors	9 January 2024

Signed by the Chair:



Brian Crosby

Introduction

This policy takes guidance from the DCSF Policy – ‘Charging for School Activities’ and Local Authority guidance on school lettings. Sections 449-462 of the Education Act 1996 set out the law on charging for school activities in schools maintained by local authorities in England. This guidance reflects the terms of the Education Act 1996. **This Policy will be reviewed on an annual basis by the Governing Body and will be adjusted in line with new Government or Local Authority recommendations. It sets out the Whitby Secondary Partnership’s position on charges and lettings.**

NB: Please also refer to the Sixth Form Bursary Policy in relation to charges to students/parents, such as for travel arrangements.

Voluntary Contributions and Responsibilities of Staff

Nothing in legislation prevents a Governing Body or Local Authority from asking for voluntary contributions that would benefit the School/College/Sixth Form or provide activities for students and we will invite parents and others, from time to time, to make voluntary contributions to enable the provision of activities and visits which may not otherwise be possible. If the activity cannot be funded without voluntary contributions, this will be made clear to parents at the outset. The Governing Board or Head of School will make it clear to parents that there is no obligation to make any contribution. No student will be excluded from an activity because his or her parents are unwilling or unable to pay. However, if insufficient voluntary contributions are raised to fund a visit or other school activity, it may not be possible for it to take place. Staff organising visits should make this clear to parents. Staff organising a trip will make it clear to parents at the outset what their policy for allocating places on the visit will be.

Activities outside of normal lesson times and not within the national curriculum (ranging from visits abroad to school matches) are classed as ‘optional extras’. Parents may be asked to meet the full cost of these activities. In the case of residential experiences, every effort will be made to offer value for money but the cost may be quite high. It is intended that school-based, extra-curricular activities should be free or at low cost where possible. The School/College/Sixth Form will aim to help in any cases where there is hardship and parents should discuss such circumstances with the trip leader or Head of School to request financial assistance, as necessary.

For activities during normal school hours and/or within the national curriculum, parents may be asked to make a voluntary contribution to cover the cost of the activity to enable it to go ahead. Each year, such visits are likely to include trips to Rievaulx Abbey and Mount Grace Priory for History at Key Stage 4, fieldwork visits for Geography students, visits to museums and galleries for Art, and theatre trips in English and Drama. The costs of visits will vary according to each student’s subject choices. When making requests for voluntary contributions to the school, parents will not be made to feel pressurised into paying. The School/College/Sixth Form will ensure that direct debit or standing order mandates are not sent to parents when requesting for contributions (as opposed to with a charge where this is allowed by law).

Charges and contributions should cover the anticipated costs. If contributions from an activity exceed the actual cost, the School/College/Sixth Form will refund surpluses of £5 or more, per student, where the charge for the activity is £100 or more. Any surplus falling below this amount per student will be retained in a separate fund for use with future student enrichment activities and trips. A charge may include an allowance for the cost of staff from the School/College/Sixth Form who supervise optional, additional activities if those staff have been specifically asked to cover the activity as an ‘optional extra’.

Parents may be asked to meet the costs of private music tuition in full, where tuition is given, either to an individual student or to students in small groups. General fundraising and sponsorship may be used to facilitate additional activities.

Charging Structure

For residential courses during the time of normal school hours, parents can be asked to meet the full cost of board and lodging, and to make a voluntary contribution towards any travel expenses. The School/College/Sixth Form will meet the costs for students whose parents receive the income support benefits, if it is still possible for the visit to go ahead in doing so. The School/College/Sixth Form will do its best to help in any case where there is hardship (please note that a separate policy exists regarding the Sixth Form Bursary Fund).

The School/College currently organises foreign exchange visits and voluntary contributions will be requested from parents to cover travel, board and optional activities during this trip.

Parents may be charged for some or all of the cost of damage to School/College/Sixth Form property where this has been intentional, and for exam entries where a student has failed without good reason to complete the requirements of any public examination where the Governing Body or LA originally paid or agreed to pay the entry fee, according to the procedures given in the School/College/Sixth Form's Examinations Policy. Parents will be expected to meet some or all of the cost for replacing lost or damaged books or equipment.

The School/College/Sixth Form sells a variety of materials to students, ranging from stationery and calculators to commercially produced revision guides. The prices set will be based on their cost to the School/College/Sixth Form in supplying such items. Further details can be sought from the relevant reception/office.

Activities and Visits

If the number of school sessions taken up by the visit is equal to or greater than 50% of the time spent on the visit, it is deemed to have taken place during normal school hours (even if some activities take place late in the evening). Whatever the starting and finishing times of the day, regulations require that a school day be divided into two sessions: a 'half day' means any period of 12 hours ending with noon or midnight on any day. Time spent on travel counts in this calculation if the travel itself occurs during school hours. Activities during normal school hours will only involve a request for a voluntary contribution; parents may be charged an amount to cover the costs incurred to the School/College/Sixth Form for activities that mainly take place outside of school hours.

Parents should be informed of the decision to ask for contributions at the planning stage of activities. Planned activities may be cancelled if financial support is not forthcoming. Parents may be asked to make a voluntary contribution towards activities taking place during school time, or towards activities which are a necessary part of the National Curriculum, or towards activities that form part of the basic curriculum for Religious Education at Key Stages 3 and 4. Parents will be asked to meet the full cost of optional extra activities that occur outside of normal school hours, where these activities are not a necessary part of the National Curriculum. Parents will be asked to meet the full cost of board and lodging, and to make a voluntary contribution towards travel expenses for residential visits which fall, in the main, during normal school sessions. Students whose parents are receiving the following benefits should not be prevented from taking part in any School/College/Sixth Form activity or trip that is open to other students:

- 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 the limit set by HMR&C
- the guarantee element of State Pension Credit
- any similar or replacement income related employment and support allowances introduced by the Government.

Where this applies, parents should contact the Head of School or trip leader to request financial support towards a trip, as required.

Any charge made in respect of individual students will not exceed the actual cost of providing the optional extra activity, divided equally by the number of students participating in the activity. It will not include an element of subsidy for any other students wishing to participate in the activity whose parents are unwilling or unable to pay the full charge. 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;
- support 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 a proportion of the costs, for teaching staff employed to provide tuition in playing a musical instrument, where the tuition is an optional extra.

In cases where a small proportion of the activity takes place during school hours, the charge will include

the cost of alternative provision for those students who do not wish to participate. No charge will be made for supply teachers to cover for those teachers who are absent from the School/College/Sixth Form accompanying students on a residential visit. 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 pre-requisite for the provision of an optional extra where charges will be made.

When the School/College/Sixth Form informs parents about a forthcoming visit, the member of staff leading the trip should make it clear that parents who can prove they are in receipt of income support benefits will be exempt from paying the cost of board and lodging. However, where voluntary contributions would not cover the cost of a visit, it would be likely that the visit would be cancelled where the trip was not an essential element of the curriculum. Before a trip is confirmed, cheque payment may be requested from parents, as this is more easily returned should the trip be cancelled for any reason, such as insufficient take-up or if a student no longer wishes to go.

Music Tuition

The law states that all education provided during school hours must be free, but music lessons are an exception to this rule. The Education and Inspections Act 2006 introduced a regulation-making power which allowed the Department for Education to specify circumstances where charging can be made for music tuition. The new Regulations, which came into force in September 2007, provide students with greater access to vocal and instrumental tuition. Charges may now be made for teaching either an individual student or groups of any appropriate size (provided that the size of the group is based on sound pedagogical principles) to play a musical instrument or to sing. Charges may only be made if the teaching is not an essential part of either the National Curriculum or a public examination syllabus being followed by the student(s).

Lockers

The details of the locker agreement between students and the School/College/Sixth Form is set out in a form that each student must sign when collecting and paying for their key. A contribution of £5 is requested to enable students to have their own locker from the start of their time at the College/Sixth Form until they leave. At the end of the student's time at the School/College or Sixth Form, £2.00 will be refunded under normal circumstances, upon return of the locker key to the main office. If the student loses their locker key, the first time this occurs, the key will be replaced with no further money requested from the student, but the original deposit will be retained by the School/College/Sixth Form to cover the cost of cutting and providing a new key. The second and subsequent times a student loses a key, a further £3.00 will be required from the student, on each occasion, to cover the cost of cutting and providing another key. If there is a surplus in the locker key fund following the return of student deposits, this will be used to fund new lockers for students. Students are advised not to bring personal valuables into School/College/the Sixth Form, even if they are to be kept in their locker, as the School/College/Sixth Form cannot be responsible for the safe-keeping or insurance of such items. The School/College/Sixth Form's insurance policy does not include personal loss or damage and, as such, these claims must be made through a student's home insurance policy if necessary.

Miscellaneous Charges (other than for students)

LETTINGS

Charges for lettings will be reviewed annually by Governors and will be in line with those in the North Yorkshire County Council Schools' Finance Manual. Lettings will be based upon the following principles:

- (i) the School/College/Sixth Form premises represent a significant capital investment and should be fully utilised
- (ii) the premises are a valuable community resource
- (iii) educational usage constitutes the main priority
- (iv) a profit margin would be welcome when derived from private or commercial usage but is not the objective when facilitating educational activity by designated users.

New applicants wishing to use any of the premises will be vetted, as appropriate to their request, before a contract with them is offered. Full contact details will be required and the Local Authority's terms and

conditions relating to such contracts will apply for lettings and hire of the premises. The termination notice period for a single event should be 14 days (minimum, where possible) and half a term for a regular booking. In the event of breach of contract, termination may be immediate.

All formal hiring of the School/College/Sixth Form premises, including those for which no charge is made, shall be documented by an appropriately trained member of staff and the relevant Site Manager will receive a schedule of lettings booked. Hirers must complete a hire agreement/lettings form, provided by the school/College and will receive a copy of the conditions of hire. The hire agreement is a contract which Governors may enforce in law.

In arriving at the charges for lettings and hiring of the premises, the School/College/Sixth Form will use the following principles:

- (i) statutory users will be charged an amount commensurate with the costs incurred to the School/College/Sixth Form
- (ii) designated users will be charged no more than the cost incurred
- (iii) private users will be charged on a cost-plus income margin to enable income generation that can contribute towards wear and tear incurred and the replacement of furnishings/equipment, enabling the sustainability of lettings and hire
- (iv) there will be parity of treatment for similar users
- (v) overall, the cost of letting facilities should be recovered from users.

For the purpose of charging, the Governing Board, Head of School, or member of staff to which this duty is suitably delegated, will be empowered to determine to which group any particular individual or organisation belongs. The basis of charging will be determined by the purpose for which a letting is arranged as per the Local Authority's guidelines. Charges are available on request from the School/College/Sixth Form and will be reviewed each year. The Governing Body reserves the right to require a deposit over and above the hiring charge as provision against damage to the premises (including any equipment) or the premises being left in an unacceptable condition, necessitating additional costs for cleaning, caretaking or other expenses. The School/College/Sixth Form will seek to recover any costs incurred which were unavoidable and resulted directly from a cancelled letting. There may not always be a continuous caretaking presence during lettings, but the Governing Body reserves the right to insist upon this where the nature of the hiring may leave the School/College/Sixth Form vulnerable to theft or damage.

The Governors will review and update, where appropriate, the lettings and room hire charges each year. Increases will take account of the rise in site staff pay and any other relevant, inflationary rises of which the School/College/Sixth Form is informed by the Local Authority or supplier of a service relevant to the letting. The charges payable shall be those applying at the time of the hiring and not at the time of application.

The Governing Body will be mindful of their responsibilities in safeguarding the School/College/Sixth Form from bad debt. Therefore, payment at the time of booking will be the preferred option. Cheques or cash are both acceptable and, in all cases, official receipts will be issued. The extension of credit may be allowed to local organisations and individuals where the School/College/Sixth Form are satisfied that these are credit-worthy. The School/College/Sixth Form reserves the right to withdraw credit facilities where prompt payment is not received. In all cases, where credit is extended, an official invoice will be issued. The Governors will not normally extend credit for lettings where the invoice value is less than fifty pounds (£50). The member of staff responsible for booking in lettings will refer any queries or concerns regarding the creditworthiness of person(s) or groups wishing to hire the premises to the Business & Resources Manager or Head of School.

Value Added Tax

The governors are constrained by law to apply value added tax to all transactions where this is appropriate. In accordance with current Value Added Tax regulations, the supply of sports facilities for playing any sport or participating in physical recreation normally incurs standard rated VAT of 20%. However, certain circumstances organisations may be eligible for a VAT exemption for use of the following facilities:

- Sports pitches
- Swimming pools

- Sports halls
- Sports courts
- Sports equipment
- Gymnasiums
- Assembly halls.

The supply of facilities for sporting activities can be exempt if all of the following criteria are met:

1. It is for a series of 10 or more periods of any duration.
2. Each period is for the same activity and at the same place.
3. The interval between periods is never less than one day or more than 14 days.
4. The fee for the hire arrangement relates to the whole series of sessions and is evidenced by a formal hire arrangement contract which is in writing from the provider.
5. The use of facilities is exclusive to the customer or is a distinct or separate area/facility.
6. The customer is a school, club, association, or organisation representing clubs and associations *and meets the criteria of an eligible body as determined by the HMRC*; and
7. The activity taking place is a qualifying activity (list available upon request).

The conditions governing these special arrangements are as follows:

- The minimum interval between periods of one day is a strict 24 hours - eg, if a session is booked from 7pm to 8pm on one day, it is not possible for the next session to start prior to 7pm the following day without invalidating the VAT exemption.
- There must be clear evidence of a formal agreement, which must be in place prior to the commencement of the first session in a series of hire arrangements.
- Any extra charges for extended or additional sessions not in the original agreement will incur the standard rated VAT at 20%.
- The formal agreement offers customers the option to pay in advance of the activity. Annual bookings for term time only use will be charged in advance/arrears of the term less VAT providing all the criteria are met and providing that there are 10 occasions booked in each term, otherwise VAT will be chargeable.
- If payment in advance is made, there will be no refund unless the sessions are cancelled due to circumstances outside of the control of the solely liable person – please see cancellation policy.
- If payment in arrears is made and a refund is given due to the customer cancelling or varying the length of any sessions then the whole hire arrangement (or term, if an annual term time only booking is made) becomes liable for standard rated VAT at 20%.
- Previous qualification for VAT exemption will not be considered for new bookings and each application will be assessed via the above legislative criteria.

Indemnity and Insurance

Neither North Yorkshire Council nor the school/college shall be liable for any injury or damage to persons or property upon its premises (so far as they are legally able to do so) sustained during the hire. Hirers must agree to indemnify North Yorkshire Council, its employees and agents and the school/college against all actions, proceedings, claims, damages, awards or costs in respect of loss, damage, death or personal injury during the period of hire or before or after that time unless such death or injury occurs as a result of the negligence or breach of duty of North Yorkshire Council, the school/college or their agents or employees.

The hirer must be covered by public liability insurance with a minimum limit of £5 million including damage to the premises and its contents. It shall be necessary to produce documentary evidence of the cover when booking. The Governing Body may, at its discretion, waive this requirement where the hirer is an individual or small, informal group of individuals (not using the school buildings for commercial or business purposes) who do not fall within the following definitions and are not able to obtain public liability insurance:

- members of any club, association or society which operates by subscription or entry fee;
- any charity or individual organisation, carrying on business with a view to profit.

Cancellation

The Governors may end a booking arrangement by giving the user three months' written notice to expire at any time.

The Governors may end the agreement immediately by notice given by them:

1. If at any time any payment due remains unpaid for more than 28 days after becoming due.
2. If the user fails to remedy any breach of any conditions as set out in the terms and conditions of hire after being required to remedy such breach with 28 days' notice in writing.
3. If the user breaches any of the conditions as set out in the terms and conditions of hire which, in the opinion of the Governing Board, is incapable of being remedied and this is stated in a notice given by them.
4. In extreme cases, the Governing Board may terminate this agreement summarily, without notice, if it has been shown that the user has not ensured that suitable arrangements are in place with regard to the safeguarding of children, vulnerable adults and child protection, in line with the requirements of current legislation and any North Yorkshire Council safeguarding procedures.

The school/college shall not be held liable or be required to pay compensation for any loss sustained as a result of or relating to the cancellation of a hire.

Appeals Procedure

If a hirer has a hire arrangement application rejected or agreement withdrawn, they have the right to appeal to the Governing Body. The appeal should be made in writing and will be presented at the next full meeting of the Governing Body. The hirer will be informed of any action and/or decision taken by the Governing Body. The Governing Body's decision is final.

Complaints Procedure

If a hirer is dissatisfied with any aspect of the service they have received, they should, at the earliest opportunity, attempt to resolve this with the staff at the college/school. Every effort will be made to resolve disputes between parties quickly and effectively. In the event of a dispute, the complainant should proceed as follows:

1. The relevant member of staff should be contacted to try to resolve the problem.
2. If the matter cannot be resolved satisfactorily, the Head of School should be contacted.
3. If the matter remains unresolved, the complaint must be submitted in writing to the Head of School.
4. Where the Head of School has failed to satisfy the complainant, the Governing Body (or a committee or an individual governor where delegated to do so) may review the case.

Having exhausted the steps above, all unresolved disputes or differences shall be referred to a single arbitrator who shall be determined by the school's Governing Body.

Appendix 1 – Whitby Secondary Partnership Reprographics Charges

Charges for department photocopying are as follows:

Printing/Copying	A4	A3	A2	A1	Per Sheet	A4	A3	A2	A1
B/W Repro	1p	2p	-	-	Coloured Paper	2p	4p	-	-
B/W Self Service	5p	10p	-	-	White Card	6p	12p	-	-
B/W Laser	10p	20p	-	-	Coloured Card	10p	20p	-	-
Colour	28p	40p	-	-	Printed Acetate	60p	-	-	-
Large Format Gloss	-	-	£3.30	£6.60	White Paper (Ream)	£5.00	£10.00	-	-
Laminating	55p	£1.10	-	-	Card (Pack)	£10.00	-	-	-
Binding	60p	-	-	-	Foam Board	85p	£1.65	£3.30	£6.60

Private photocopying charges are (staff and students only):

Printing/Copying	A4	A3	A2	A1	Per Sheet	A4	A3	A2	A1
B/W Repro	5p	10p	-	-	Coloured Paper	2p	4p	-	-
B/W Self Service	5p	10p	-	-	White Card	6p	12p	-	-
B/W Laser	10p	20p	-	-	Coloured Card	10p	20p	-	-
Colour	28p	40p	-	-	Printed Acetate	60p	-	-	-
Large Format Gloss	-	-	£3.30	£6.60	White Paper (Ream)	£5.00	£10.00	-	-
Laminating	55p	£1.10	-	-	Card (Pack)	£10.00	-	-	-
Binding	60p	-	-	-	Foam Board	85p	£1.65	£3.30	£6.60

*External photocopying charges are:

Printing/Copying	A4	A3	A2	A1	Per Sheet	A4	A3	A2	A1
B/W Repro	5p	10p	-	-	Coloured Paper	2p	4p	-	-
B/W Self Service	5p	10p	-	-	White Card	6p	12p	-	-
B/W Laser	10p	20p	-	-	Coloured Card	10p	20p	-	-
Colour	28p	40p	-	-	Printed Acetate	60p	-	-	-
Large Format Gloss	-	-	£3.30	£6.60	White Paper (Ream)	£5.00	£10.00	-	-
Laminating	55p	£1.10	-	-	Card (Pack)	£10.00	-	-	-
Binding	60p	-	-	-	Foam Board	85p	£1.65	£3.30	£6.60

***All external charges are subject to VAT charges**

Private telephone calls and use of school resources for personal purposes

Staff and others using a School/College/Sixth Form telephone for personal reasons may do so, with prior agreement from the Head of School/Business & Resources Manager at the rate charged by the telephone supplier. Other resources may be permitted for use by individuals where this has been agreed in advance with the Head of School and is in keeping with School/College/Sixth Form business and requirements. A contribution to cover the cost of this use will normally be expected and agreed in advance of such use.

Freedom of Information Requests

The standard costs to be used in the calculation of fees for requests under the Freedom of Information Act will follow the charging regime set out in Appendix 2.

Appendix 2

STANDARD COSTS TO BE USED IN THE CALCULATION OF FEES FOR SPECIFIC REQUESTS FOR COPIES UNDER THE FREEDOM OF INFORMATION ACT

Staff time	£25.00 per hour
Photocopying costs	10p per copy
Printing costs	10p per copy
Postage costs	1 st class at cost or original estimate, whichever is lesser
Other items such as relevant translation	As per cost value

CHARGING REGIME

Fee is less than £5.00	No charge will be made
Cost of fee between £5.00 and £450.00	If the cost to service a request is estimated at between £5.00 and £450.00 (approximately 17 staff hours plus £25 disbursements) then a charge for non-staff costs as above will be made.
Cost of fee is over £450.00 (*)	If the cost to service a request is estimated to cost in excess of £450.00 (more than 17 staff hours plus £25 disbursements) then the full cost, including staff time at the above rate, will need to be charged.
Aggregation of Requests (**)	If two or more requests are received within 60 consecutive working days, for the same or similar information either from the same person or different persons who appear to be acting as part of a campaign, then the charges will be aggregated. Once the cost exceeds £450.00 then the full costs, including staff time, will need to be charged.
Mixed Requests	If a request is received in which the information is covered by more than one access to information regime then, for the purposes of calculating fees, it is necessary to separate out the constituent parts of the request to determine what fee may be charged. The above charging regime is applicable to the FOI element.

*Where the fee is calculated at over £450.00

Section 16(1) requires the County Council to provide advice and assistance, "so far as it would be reasonable to expect the authority to do so, to persons who propose to make, or have made, requests for information"	Stage 1 – If the request is particularly wide-ranging, and therefore likely to be expensive to answer, the County Council must discuss this with the applicant to see if the question could be refined to a more manageable level to bring it below the £450 limit.
	Stage 2 – If after providing advice and assistance, as required under Section 16, the request is still over the appropriate limit the County Council can either turn the request down or answer the request and charge a fee.
	Or where the County Council decides to provide the information and charge a fee, and does not have other powers to do so, the County Council can charge on the basis of the costs outlined above, as well as the cost of informing the applicant whether the information is held and communicating the information to the applicant.

**Further detailed guidance is available from the Veritau department at North Yorkshire Council.