



# Milford Haven School

## Charging Policy

*(October 2017)*



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..... (Signed by Chair)

.....*Date*

## **Purpose**

Legislation allows schools to charge for certain activities which take place outside school hours. Milford Haven School's policy applies to charges made to parents/students for facilities used by private individuals and to third party organisations that rent school premises.

Under the terms of the Education Act 1996, the Governing Body of Milford Haven School must have a policy on charging students to participate in school activities. By law, students may not be charged for taking part in activities that take place during the school day. Parents may be asked for voluntary contributions but if they are unable to contribute, their child should not be prevented from participating should the activity go ahead. In any request for voluntary payments it must be clear from the terms in which it is made that:

- There is no obligation to make any contribution and
- That pupils will not be treated differently according to whether or not their parents have contributed towards the planned activity

## **Procedure**

**1. Admissions** – no charge shall be made in respect of admission unless it is for the purpose of:

- part-time education for persons over compulsory school age
- full-time education for persons over compulsory school age
- teacher training

**2. Provision of education** – no charge shall be made in relation to the education of registered pupils where education is provided during school hours. Where education is provided outside of the normal school hours, no charge shall be made provided it is required as part of the syllabus/curriculum. The school may charge persons who are not registered pupils at the school for education provided or for facilities used by them belonging to the School.

**3. Practical subject charge** – charges will be made for materials and ingredients for practical subjects where parents indicate they wish to receive the finished articles. The policy however is to blanket charge all eligible students and to only allow those that have paid to take work home. Any student involved in projects where materials are uniquely expensive pay for materials in advance, based on prices obtained beforehand from the Faculty Leader.

**4. Visits during the school day** – A voluntary charge will be made to cover the cost of educational visits and other activities. However, as detailed at the outset, charges cannot be enforced where this forms part of the curriculum. Where the level of non-payment renders a trip financially unviable consideration will be given to cancellation.

**5. Residential visits** – Where at least half of the time away from home is not normal school time or where the work undertaken is not an integral part of the examination course, the trip can be classified as optional. Any charge in respect of an optional extra requires parental agreement and willingness to meet the charges. Parents should be made aware that the activity might be cancelled if insufficient contributions are received. If the visit is deemed to have taken place during the school day, or is part of the national curriculum or is preparation for a public examination then only the cost of board and lodging can be passed onto parents and this cannot exceed the actual cost.

**6. Public examinations** – No charge shall be made in respect of the entry of a pupil registered at the school. Charges are applied for the entry of a student for an examination for which he/she has not been prepared by the school. Post examination requests may be paid by the school if the candidate is very close to a grade boundary. Otherwise, the candidates must pay. Entry for re-sit examinations is also subject to charge. Where a student has paid for an examination re-mark and the new grade exceeds the original, then a refund is made for the fee.

**9. Optional extra visits** – Visits that take place beyond the school day or as part of an extra-curricular activity can be charged and parents are expected to meet the full cost of the trip.

**10. Breakages** – The financial cost relating to breakages/damage/fines are recoverable from parents and can be pursued as a civil debt. A charge will also apply for loss or damage to school property which is placed under the responsibility of the student and which may be taken off the premises.

**11. Third Party Lettings/Use of Facilities** – A charge can be made to cover the use of the premises, administration, wear and tear and general disturbance. Under no circumstances will lettings be subsidised from resources provided for students' education. Facilities will only be let where they are not needed for purposes of education during that time. The charge is negotiated between the School and the prospective tenant, as per the Lettings Policy (appended) and scale of charges. The Business Manager and Site Manager are made aware of the letting, the Business Manager being responsible for the provision of fixed facilities (washrooms etc.), health and safety and cleanliness. All hirers will need to demonstrate that they have adequate insurance to compensate the school for any damage they cause and a copy of the insurance certificate should be obtained and retained. Where there is a doubt the School can consult its insurer. Consideration is given to charging where a third party tenant makes use of school facilities, at whatever hour, that belong to the School. Examples of these might include projectors, IWB, ovens etc.

***All charges for income of any nature must be made through the Finance Office.***

***Likewise, all monies received for such income must be paid to the Finance Office.***

# LETTINGS POLICY

## Introduction

The Governing Body of Milford Haven School regards the school buildings and grounds as a community asset and will make every reasonable effort to enable them to be used as much as possible. However, the overriding aim of the Governing Body is to support the school in providing the best possible education for its pupils, and any lettings of the premises to outside organisations will be considered with this in mind.

The school's delegated budget (which is provided for the education of its pupils) will not be used to subsidise any lettings by community or commercial organisations. A charge will be levied to meet the additional costs incurred by the school in respect of any lettings of the premises. As a minimum, the actual cost to the school of any use of the premises by an outside organisation must be reimbursed to the school's budget.

## Definition of a Letting

A letting may be defined as "any use of the school premises (buildings and grounds) by either a community group (such as a local music group or football team), or a commercial organisation (such as the local branch of 'Weight Watchers')". A letting must not interfere with the primary activity of the school, which is to provide a high standard of education for all its pupils.

Use of the premises for activities such as staff meetings, parents' meetings, Governing Body meetings and extra-curricular activities of pupils supervised by school staff, fall within the corporate life of the school. Costs arising from these uses are therefore a legitimate charge against the school's delegated budget.

## Charges for a Letting

The Governing Body is responsible for setting charges for the letting of the school premises. A charge will be levied which covers the following:

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

Where there are multiple lettings taking place at the same time, the costs for services and staffing will normally be shared between the organisations involved.

The specific charge levied will be reviewed annually, during the spring term, by the Finance and Estates Committee, for implementation from the beginning of the next financial year, with effect from 1<sup>st</sup> April of that year. Current charges will be provided in advance of any letting being agreed.

## Management and Administration of Lettings

The Headteacher is responsible for the management of lettings. Where appropriate, the Headteacher may delegate all or part of this responsibility to other members of staff, whilst retaining overall responsibility for the lettings process.

If the Headteacher has any concern about whether a particular request for a letting is appropriate or not, s/he will consult with the Chair of the Finance and Estates Committee, who is empowered to determine the issue on behalf of the Governing Body. In addition, the Headteacher may consult with the Director of Education regarding any individual letting, and as a result the letting application may be refused.

### **The Administrative Process**

Organisations seeking to hire the school premises should approach the Business Manager, who will identify their requirements and clarify the facilities available. A form LET 1 should be completed at this stage. The Governing Body has the right to refuse an application (form LET 3), and no letting should be regarded as “booked” until approval has been given in writing. No public announcement of any activity or function taking place should be made by the organisation concerned until the booking has been formally confirmed.

Once a letting has been approved, a form LET 2 will be sent to the hirer, setting out full details of the letting and enclosing a copy of the terms and conditions and the hire agreement. The person applying to hire the premises will be invoiced for the cost of the letting, in accordance with the Governing Body’s current scale of charges.

The hirer should be a named individual and the agreement should be in their name, giving their permanent private address. This avoids any slight risk that the letting might be held to be a business tenancy, which would give the hirer security of tenure.

All lettings fees which are received by the school will be paid into the school’s delegated budget, in order to offset the costs of services, staffing etc (which are funded from the school's delegated budget). Income and expenditure associated with lettings will be regularly monitored to ensure that at least a “break even” situation is being achieved.

### **Public Liability and Accidental Damage Insurance**

All organisations submitting applications for letting of school premises must certify that they possess an appropriate level of cover for the activity being undertaken. The minimum level of cover required by the governing body is £2,000,000.

Further information on this matter may be obtained by contacting Paul Eades, Risk Manager, on 01437 776291.