



Policy: Charging and Remissions	Last reviewed: Summer 2016
To be reviewed by the Finance/Premises Committee every 2 years.	A1

Charging and Remissions Policy

	Page
Section 1 Introduction and Purpose	2
Section 2 Legislation	2
Prohibited Charges	2
Permissible Charges	2
Optional Charges	2
Voluntary Contributions	3
Music Tuition	3
Transport	3
Section 3 Durham Sixth Form Centre Charges	3
School Meals and Catering	3
Hire of Lockers	3
Resale of Goods	3
Photocopying / Printing charges	4
Loss or Damage	4
Prescribed Public Examinations	4
Residential Trips	4
Voluntary Contributions	5
Hire of the School Premises	5
Section 4 Review	6
Appendix Current Charges	7
Locker Rental	7
Resale of Goods	7
Photocopying / Print Credits	7
Examinations	8
Educational Visits	8
Lettings	8

Section 1: Introduction & Purpose

Introduction

This policy has been drawn up to conform to the charging arrangements for Maintained Schools as set out in the Education Act 1996 and the Department of Education Charging for School Activities; Advice for governing bodies, school leaders, school staff and local authorities, November 2013.

Purpose

The Governing Body recognises that the Education Act prohibits charges for school activities which take place within school hours and/or are part of the education provide by Durham Sixth Form Centre. The Governing Body equally recognises the valuable contribution that the wide range of additional activities, including visits and residential experience can make towards a student's education. This Policy reinforces those principles, whilst setting out those school activities for which a charge may be made or a voluntary contribution requested, and those circumstances in which charges may be remitted.

Section 2: Legislation

Prohibited Charges

Admission

Under the 'School Admissions Code 2014', paragraph 1.9 (n) the Governing Body will not request any financial contributions (either in the form of voluntary contributions, donations or deposits (even if refundable)) as any part of the admissions process. Schools are also prohibited from charging for:

- education provided during school hours, (including the supply of any materials, books or instruments or other equipment) will be free of charge;
- education provided outside school hours if it is part of a syllabus for a prescribed public examination that the student is being prepared for at the school;
- tuition for students learning to play musical instruments if the tuition is 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 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 request of the school. If a student fails, without good reason, to meet any examination requirement for a syllabus, the fee can be recovered by the student's parents.

Durham Sixth Form Centre school hours are published by the school in its prospectus/website excluding the lunch period.

Permissible Charges

Schools can charge for:

- Any materials, books, instruments, or equipment, where the student's parent wishes to own them
- Optional extras
- Music and vocal tuition, in limited circumstances
- Community facilities

Optional Charges

Charges may be made for some activities that are known as "optional extras". Where an optional extra is being provided, a charge can be made for providing materials, books, instruments, or equipment.

Optional extras are:

- Education provided outside of school time that is not part of a syllabus for a prescribed public examination that the student is being prepared for at the school or part of religious education.
- Examination entry fee(s), if the registered student has not been prepared for the examination(s) at the school;
- Transport that is not required to take the student to school, or to other premises where the governing body have arranged for the student to be provided with education;
- Board and lodging for a student on a residential trip;
- Any materials, books, instruments, or equipment provided in connection with the optional extra;
- The cost of buildings and accommodation;
- Non-teaching 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;

- The cost, or an appropriate proportion of the costs, for teaching staff employed to provide tuition in playing a musical instrument, where the tuition is an optional extra.

Any charge made in respect of individual students may not exceed the actual cost of providing the optional extra activity, divided equally by the number of students participating. It must not therefore 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. Furthermore 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 students who do not wish to participate. Therefore no charge can be made for supply teachers to cover for those teachers who are absent from school accompanying students on a residential trip.

The charge cannot exceed the actual cost of providing the optional extra or the board and lodging.

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 via a parental consent form.

Voluntary Contributions

Nothing in legislation prevents the school from asking for voluntary contributions for the benefit of the school or any school activities. If the activity cannot be funded without voluntary contributions however, the organising teacher will make this clear to parents at the outset. They will also make it clear to parents that there is no obligation to make any contribution. Where insufficient voluntary contributions are raised to fund a trip, it will be cancelled and any contributions received returned in full.

Music Tuition

The Charges for Music Tuition (England) Regulations 2007 set out the circumstances in which charges can be made for tuition in playing a musical instrument, including vocal tuition.

Charges may be made for vocal or instrumental tuition provided either individually, or to groups of any size, provided that the tuition is provided at the request of the student's parent. Charges may not exceed the cost of the provision, including the cost of the staff providing the tuition.

No charge may be made in respect of a student who is looked after by the local authority (within the meaning of section 22(I) of the Children Act 1989).

Transport

Schools cannot charge for:

- Transporting registered students to other premises where the governing body or local authority has arranged for students to be educated;
- Transport that enables a student to meet an examination requirement when they have been prepared for that examination at the school.

Section 3: Durham Sixth Form Centre Charges

Under the Education Act 1996 the Governing Body reserves the right to charge or request voluntary contributions for the activities as outlined below.

School Meals and Catering

Except in the case where a student is entitled to a free school meal, charges will be made for food and drinks offered to students through the school catering services, and including vending.

Hire of Lockers

Lockers for student's personal equipment may be hired for a rental fee reviewed annually. Students may hire the lockers for one or two years. The rental payment is paid in advance and includes a returnable deposit, refundable at the end of the rental period only with the return of the locker key. In the event that a locker key is lost or mislaid, the cost of replacement will be charged to the student. A student may share a rental hire with another student. In this instance an additional charge will be made to cover the cost of the second key only. The returnable deposit will only be refunded provided that both keys are returned.

Resale of Goods

The school may at times offer the resale of the following goods to students: for example:

- Items of clothing

- Revision Guides/Text Books
- Magazine subscriptions
- Curriculum resources i.e. calculators, art resources etc.

Any resale of goods must be within the compliance of VAT regulations and accounting procedures. Goods will be resold at cost price including VAT (where applicable) and any other on-costs i.e. carriage divided equally.

Photocopying/Printing Charges

All students will be given 150 free print credits each academic year. Students may purchase additional print credits from the Resource Centre Manager. Charges will be clearly displayed and reviewed on an annual basis.

Loss or Damage

Where school property has been wilfully damaged by a student and/or by other person(s) the school will charge those responsible for some or all of the cost of repair or replacement.

Where school assets have been defaced, damaged or lost the full cost of replacement or repair, as appropriate, will be charged to those found responsible.

Where property belonging to a third party has been damaged by a student and/or by other person(s) and the school has been charged, the school may recover some or all of the cost to those responsible.

The decision to charge in full or part will be the decision of the Headteacher. Each incident will be judged individually on the circumstances surrounding the activity. Charges will not exceed the cost of the repair or replacement.

Prescribed Public Examinations

No charge will be made for first entry to a prescribed public examination for which a student has been prepared by the school, irrespective of whether the preparation takes place within or outside school hours.

The full fee will be charged for any re-take of a prescribed modular examination.

The cost of a re-mark requested by a student and not the school will be charged for any unit of work, which is re-submitted for assessment.

The full fee will be charged for entry to a prescribed public examination where the school has not prepared the candidate.

The full fee will be charged for entry to any non-prescribed public examination. The full cost associated with preparing a student for a non-prescribed examination will be charged if the preparation takes place outside school hours.

In the event of a request from parents for a scrutiny of examination results, the full fee will be charged to the parents.

If a student fails without good reason to complete the examination requirements for any public examination for which the school has paid, or is liable to pay, an entry fee, that fee will be charged to the student's parents. Failure to complete examination requirements includes failure to complete coursework assignments, unauthorised absence from lessons, lack of evidence of satisfactory study after entry to the examination, or failure to attend any final examination

Residential Trips

Schools cannot charge for:

- 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 a syllabus for a prescribed public examination that the student is being prepared for at the school;
- supply teachers to cover for those teachers who are absent from school accompanying students on a residential trip.

Under the Education Act, Schools can charge for:

- board and lodging, but the charge must not exceed the actual cost.

Parents who can prove they are in receipt of the following benefits will be except from paying the cost of board and lodging:

- Universal Credit in prescribed circumstances;
- 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 £16,190 (Financial Year 2014/15);
- the guarantee element of State Pension Credit;
- an income related employment and support allowance that was introduced on 27 October 2008

Voluntary Contributions

Voluntary contributions may be sought from parents in support of any school activity, in or outside the school time, residential or otherwise if the activity is not part of a syllabus for a prescribed public examination that the student is being prepared for at the school. Where a voluntary contribution is requested the school will make it clear that there is no obligation to contribute and that the students will not be treated differently according to whether or not their parents have contributed.

Where the activity is totally reliant on voluntary contributions, it is permissible for the activity to be cancelled if insufficient numbers to make the activity viable are secured and/or insufficient funds are raised. If the activity is cancelled any voluntary contributions received will be refunded in full.

Once an activity funded solely on voluntary contributions becomes viable and payments have been made to a Third Party¹ to secure the booking, the voluntary contribution to secure that booking will become non-returnable unless the third party refunds the amount back to the school.

In the event a student wishes to cancel their participation in an activity for any reason (i.e. change of mind, illness, unaffordability etc) and where a voluntary contribution has been made, the contribution will be fully refunded except where:

- a payment has been made to a Third Party to secure the booking and that payment is non-refundable by the Third Party;
- an administration charge² has been incurred as part of the booking;
- the late withdrawal of the contribution results in the activity becoming unviable and the cancellation of the activity is unreasonable.

In these circumstances, where the school is able, a refund less the costs incurred will be made. The school will also endeavour to find another student to take the place and if successful will refund the voluntary contribution in full less any administration charges incurred.

In the event where a late withdrawal endangers the activity as a whole, (i.e. makes the activity unviable) and no other student is available to take the place, the voluntary contribution will not be refunded.

Where a voluntary contribution refund is uneconomical to process (i.e. the refund amount is less than the cost to process it) the refund will not be administered.

Activities arranged by Third Parties within or outside school hours

Where the activity is in relation to part of a syllabus for a prescribed public examination that the student is being prepared for at the school there will be no charge.

Where the activity is an optional extra to the syllabus a charge not exceeding the actual cost of providing the optional extra activity, divided equally by the number of students participating will be made. Participation in any optional extra activity will be on the basis of parental choice and a willingness to meet the charges.

Hire of the School Premises

A Letting is defined as "any use of the school building and grounds by parties other than the school". Use of the premises for activities such as staff meetings, Governing Body meetings or where students are supervised by school staff, are considered school related and do not require a letting agreement.

Application may be made to hire the school premises on a one-off basis or as a regular hire reviewed on an annual basis. Governors will review the letting charges based on energy, caretaking and cleaning, administration and wear and tear on an annual basis. Hirers will be bound by the terms and conditions document and will be required to pay in advance for one-off hires and on a monthly basis for regular hires. Additional charges may be made for any equipment that is also hired as part of the activity i.e. broadband connectivity, flipcharts etc.

¹ A Third Party is somebody other than the school providing the activity. A third party may make a charge for their services to the parents of the students who are released to participate.

² An Administration charge includes charges made to the school by a Third Party to administer payments and bookings and any costs incurred by the school to administer income procedures including stationery costs.

VAT

Durham Sixth Form Centre is responsible to Durham County Council and HM Revenue and Customs for ensuring that VAT regulations are correctly applied to all lettings of school facilities. Under the VAT regulations the letting of an open space such as a field, hall or room are VAT exempt. This also applies to the use of a classroom with tables and chairs. Standard VAT will be charged if the hirer requires use of school facilities such a projector, computer, kitchen facilities or any other equipment during the hire. Any hire which is determined as a physical activity (i.e. dance) and undertaken in a space adapted for physical activities (i.e. dance room) will be subject to VAT. All lettings to commercial organisations are subject to VAT.

Section 4. Review

The Governors will review this policy on an annual basis, and may from time to time amend the categories of activity for which a charge may be made within the guidelines of the legislation.

CURRENT CHARGES

Locker Rental

Whole period of hire	Hire Charge	Refundable Deposit
Two Years	£20	£10
Locker Shared	Period charge + £5	As per period
Replacement Key	£5	As per period

Resale of Goods

The items offered to students for sale may change from time to time and it may be necessary to increase or decrease the cost in accordance with supplier's charges. The following items are an example of what is sold on a regular basis.

For Art Students

A3 Art Packs (current price £50). Each pack includes:

A3 'Dekko' blue waterproof art portfolio with carrying handle
 A3 'Pink Pig' sketchbook with 35 sheets of off-white heavy duty cartridge paper
 Box of 12 Reeves acrylic paints
 Tin of 10 watercolours
 Pack of 30 Caran d'Ache Swiss water soluble colouring pencils
 Putty rubber
 Tin of 12 Derwent artist's sketching pencils 9B-H
 Black fineliner
 5 sable substitute paintbrushes in a range of sizes
 Large glue stick
 Pencil Sharpener

NEW to 2016/17 Textiles Pack - approximately £20-£25 per pack – including

Quality scissors
 Sewing needles and sewing thread
 Embroidery hoop and threads
 Crochet hook
 Stitch ripper
 Knitting needles (tbc)

Final A1 pieces professional printed for Art, Graphic Design and Photography @ £10 each

A3 Plastic wallet £4 each

Science – Revision books at discounted rate

Mathematics – Scientific calculators at discounted rate

Photocopy/Printer Credits

Description	Single Sided	Double Sided
A4 Black & White	0.03p	0.04p
A3 Black & White	0.06p	0.10p
A4 Colour	0.09p	0.16p
A3 Colour	0.18p	0.32p

Examinations

An Examination re-sit chargeable under this policy will be charged at £21 per exam.

Re-marks will be charged at £50 which is refundable if the grade is changed.

The full fee, as determined by the examination board, will be charged for entry to a prescribed public examination where the school has not prepared the candidate.

Educational Visits

Parents will be notified of visits offered to their child and any associated costs by letter which will outline whether a voluntary contribution or not is required. Where the trip exceeds half a day and/or a voluntary contribution is required, the parent will be requested to give consent for the trip and a deposit may be requested to secure their place.

Lettings

Lettings charges will be determined by the Governing body annually. The charge for each letting will be calculated on the facilities required by the hirer, the number of hours and any special requests. All lettings will incur a minimum charge to cover the opening and closure of the premises. Application should be made to the School Business Manager for availability and cost.