



**THE BAY  
LEARNING TRUST**

## Charging and Remissions Policy

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## Document Control

<b>This document has been approved for operation within:</b>	<b>All Trust Establishments</b>
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**THE BAY LEARNING TRUST**  
**CHARGING AND REMISSIONS POLICY**

**1 Compliance**

1.1 This policy has been prepared with due regard to the following statutory provisions and guidance:-

1.1.1 Education Act 1996

1.1.2 Education (School Sessions and Charges and Remissions Policies) (Information) (England) Regulations 1999

1.1.3 Education (Residential Trips) (Prescribed Tax Credits) (England) Regulations 2003

1.1.4 School Information (England) Regulations 2008

1.1.5 Department for Education's publication, "Charging for school activities" May 2018

1.1.6 Master Funding Agreement

**2 Admissions**

The Bay Learning Trust does not charge for admissions.

**3 Education**

3.1 The Trust does not charge for:

3.1.1 education provided during Trust hours (including the supply of any materials, books, instruments or other equipment) ;

3.1.2 education provided outside Trust hours if it is part of the National Curriculum, a syllabus for a prescribed public examination that the pupil is being prepared for at the Trust or religious education;

**4 School meals**

4.1 The Trust does not charge for children who are entitled to free school meals or infant free school meals.

4.2 Pupils who are not entitled to free school meals will be charged a set amount decided by each Local Governing Body.

## **5 Examinations**

- 5.1 The Trust does not charge for examinations that are part of the curriculum and on the Trust's set examinations list, where children have been prepared for the examinations by the Trust.
- 5.2 The Trust does not charge for re-sits of examinations if the pupil is being prepared for the re-sits at the Trust.
- 5.3 If the pupil fails without good reason to meet an examination requirement, the Trust may recover the fee incurred from that pupil's parents.
- 5.4 The Trust does not charge for examinations that are not on the set list, but have been arranged by the Trust.
- 5.5 The Trust will charge for examination entry fee(s) if the registered pupil has not been prepared for the examination(s) at the Trust. See Optional Extras under section 8.

## **6 Transport**

- 6.1 The Trust will not charge for:
  - 6.1.1 Transporting registered pupils to or from Trust premises where the Trust has statutory obligation to provide the transport;
  - 6.1.2 Transporting registered pupils to other premises where the Trust Board has arranged for pupils to be educated;
  - 6.1.3 Transport that enables a pupil to meet an examination requirement where the pupil; has been prepared for examination at the Trust;
  - 6.1.4 Transport in connection with an educational visit.

## **7 Activities that take place during academy hours**

- 7.1 There is no charge for activities during Trust hours with the exception of music tuition or other tuition which is an optional extra. See Section 12.
- 7.2 There is no charge for transport during Trust hours to Trust organised activities.
- 7.3 The Trust may charge for:
  - 7.3.1 books, materials and ingredients that the parent wishes the child to keep, for which the cost will be made clear to the parents before charge;
  - 7.3.2 optional extras (see Section 8.2);

7.3.3 certain early years provision;

7.3.4 music, instrumental or vocal tuition (see Section 12);

7.3.5 Use of community facilities.

7.4 For the avoidance of doubt, 'Trust hours' does not include the break in the middle of the Trust day.

## 8 **Non-residential activities that take place outside of school hours**

8.1 The Trust does not charge for activities that take place outside of Trust hours when they are:

8.1.1 part of the set curriculum, including sports matches against other schools;

8.1.2 part of the syllabus for a public examination that the pupil is being prepared for by the Trust;

8.1.3 part of the Trust's basic curriculum for religious education.

8.2 For the purposes of this Section 8.1, the definitions of '*during Trust hours*' and '*outside Trust hours*' in Section 10.2 are used.

## 9 **Optional extras**

9.1 The Trust will charge for optional extras. Optional extras are:

9.1.1 education provided outside of Trust time that is **not**:

9.1.1.1 part of the National Curriculum;

9.1.1.2 part of a syllabus for a prescribed public examination that the pupil is being prepared for at the Trust;

9.1.1.3 part of religious education.

9.1.2 examination entry fee(s) if the registered pupil has not been prepared for the examination(s) at the Trust;

9.1.3 transport that is not taking the pupil to the Trust or to other premises where the local authority or governing body has arranged for the pupil to be provided with education;

9.1.4 board and lodging for a pupil on a residential visit;

9.1.5 Extended Services (see Section 13).

9.2 **The cost of optional extras**

- 9.2.1 The Executive Headteacher/Headteacher will decide when it is necessary to charge for optional activities, and the levels of charge will be set annually by the Executive Headteacher/Headteacher on the recommendation of the Local Governing Body. The charges, when determined, will be published on the Academy's website.
- 9.2.2 Any charge made in respect of individual pupils will not exceed the actual cost of providing the optional extra activity, divided equally by the number of pupils participating. In no circumstances will there be an element of subsidy required for any pupils wishing to participate in the activity whose parents are unwilling or unable to pay the full charge (see Section 16).
- 9.2.3 When calculating the cost of optional extras an amount may be included in relation to:
  - 9.2.3.1 any materials, books, instruments or equipment provided in connection with the optional extra;
  - 9.2.3.2 non-teaching staff;
  - 9.2.3.3 teaching staff engaged under contracts for services purely to provide an optional extra, including supply teachers engaged specifically to provide the optional extra;
  - 9.2.3.4 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.
- 9.2.4 Participation in any optional extra activity will be on the basis of parental choice and a willingness to pay the charges. The Trust will need to have the agreement of parents before organising the provision of an optional extra where charges will be made.

## 10 **Activities that take place partly during Trust hours either on or off the Trust site**

- 10.1 Where the majority of a non-residential activity takes place during Trust hours the charging of the activity will be the same as is outlined in Section 7.
- 10.2 For the purposes of Section 10.1 (and Section 8.1):
  - 10.2.1 where 50% or more of time spent on an activity occurs during Trust hours, it is deemed to take place during Trust hours. For these purposes, time spent on travel counts if the travel time occurs during Trust hours; and
  - 10.2.2 where less than 50% of time spent on an activity occurs during Trust hours, it is deemed to take place outside Trust hours.
- 10.3 In cases where the majority of a non-residential activity takes place outside of Trust

hours the charge cannot include the cost of alternative provision for those pupils who do not wish to participate.

10.4 No charge will be made for supply teachers to cover for those teachers who are absent from the Trust accompanying pupils on a visit.

10.5 In this case the charging of the activity will be the same as is outlined in Section 8.

## 11 Residential activities

11.1 The Trust will not charge for:

11.1.1 education provided on any visit that takes place during Trust hours;

11.1.2 education provided on any visit that takes place outside Trust 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 Trust, or part of religious education;

11.1.3 supply teachers to cover for those teachers who are absent from the Trust accompanying pupils on a residential visit;

11.1.4 travel costs where the residential activity is classed as being within Trust hours;

11.1.5 residential activities that take place during Trust hours.

11.2 For the purposes of this Section 11.1, if the number of Trust sessions taken up by the visit is equal to or greater than 50% of the number of half days spent on the visit, it is deemed to have taken place during Trust hours (even if some activities take place late in the evening). Regardless of the starting and finishing times of the Trust, for the purposes of calculating a 'half day', the Trust is divided into two sessions and a 'half day' means any period of 12 hours ending with noon or midnight on any day.

11.3 **The Trust will charge for:**

11.3.1 **Board and lodging** – When any visit has been organised by the Trust where there may be a cost for board and lodging, parents will be informed of this before the visit takes place. The Trust will charge anything up to the full cost of board and lodging on residential visits, whether it is classified as taking place during Trust hours or not. The charge will not exceed the actual cost. Parents who are able to provide proof of receipt of certain benefits may be exempt from paying this cost (see Section 15).

11.3.2 **Travel** – Travel charges may apply when the residential activity takes place outside of Trust hours. The amount charged will be calculated to cover the unit cost per pupil. These charges may not apply to those pupils entitled to remissions, but no other pupils will be charged extra to cover

those costs.

- 11.3.3 **Activities** – The Trust may charge for residential activities that fall outside of Trust hours (see Section 8).

## 12 **Music and vocal tuition within Trust hours**

- 12.1 The Trust follows government legislation that states that all education provided during school hours must be free; however, music and vocal lessons are an exception to this rule by virtue of the *Charges for Music Tuition (England) Regulations 2007*.
- 12.2 The Trust is dedicated to ensuring equal opportunities for all pupils including access to specialised music tuition, therefore charges made for music tuition within Trust hours will be remitted for pupils on free school meals.
- 12.3 There is no charge for vocal or instrumental tuition for children in care. This includes instruments, music books and exam fees.

## 13 **Extended Services**

- 13.1 The Trust is dedicated to providing a well-rounded and extensive education for its students which includes a wide range of extra-curricular activities (Extended Services).
- 13.2 Extended Services enable the Trust to provide:
- 13.2.1 high-quality learning opportunities either side of the Trust day;
  - 13.2.2 ways of intervening early when children are at risk of poor outcomes, e.g. by providing access to study support, parenting support or to more specialist services (such as health, social care or special educational needs services);
  - 13.2.3 ways of increasing pupil engagement;
  - 13.2.4 ways of improving outcomes and narrowing gaps in outcomes between different groups of pupils.
- 13.3 The Trust may provide Extended Services such as breakfast clubs, after-school clubs such as homework clubs, or childcare which schools are able to charge for.
- 13.4 The total charge will not exceed the cost of providing the activity and no parent will be asked to subsidise others.

## 14 **Damage to property and breakages**

- 14.1 Where Trust property has been wilfully damaged, the Trust may charge those responsible for some or all of the cost of repair or replacement.



- 14.2 Where property belonging to a third party has been damaged, and the Trust has been charged, the Trust may charge some or all of the cost to those responsible.
- 14.3 Whether or not these charges will be made will be decided by the Executive Headteacher/Headteacher and dependent on the situation.

## 15 Remissions and concessions

- 15.1 Parents may apply to the Trust for remission of charges in whole or part towards the charges for activities. This is available on a case by case basis.
- 15.2 The Trust may from time to time decide to remit all or part of the cost of activities involving particular students and this will be at the discretion of the Executive Headteacher/Headteacher of the Academy.
- 15.3 When arranging a chargeable activity, the Trust will invite parents to apply in confidence for the remission of charges in part or in full. To qualify for help, parents must complete the Application for Remission form (under Appendix 2 of this policy), forward it to the Academy's general office and, if requested, provide proof of their income or benefit (see Section 15.6).
- 15.4 Authorisation of remission will be made by the Executive Headteacher/Headteacher. All parents will have the right of appeal to the Trust.
- 15.5 Other exceptional circumstances for remission may be considered by the Executive Headteacher/Headteacher at the Academy.
- 15.6 The Trust will give consideration to the remission of charges to parents or carers who receive the following support payments:
- 15.6.1 Income Support
  - 15.6.2 Income based Job-seekers Allowance
  - 15.6.3 Child Tax Credit (where the person is not receiving Working Tax Credit as well and where the family's income does not exceed the prescribed limit set by Her Majesty's Revenue and Customs in the relevant year);
  - 15.6.4 Support under part VI of the Immigration and Asylum Act 1999
  - 15.6.5 Guaranteed Element of State Pension Credit
  - 15.6.6 Income related employment and support allowance
  - 15.6.7 Universal credit in certain circumstances

Children of families who receive these payments are also entitled to free school meals. Parents who are eligible for the remission of charges will be dealt with confidentially.

15.7 The Trust may choose to subsidise part or all of the payment of some charges for certain activities and pupils, and this will be determined by the Executive Headteacher/Headteacher.

## **16 Voluntary contributions**

16.1 The Directors may ask for voluntary contributions to the Trust for general funds which are for the benefit of the Trust and/or to fund activities that will enrich its pupils' education.

16.2 In any case where the activities of the Trust cannot be afforded without voluntary funding, this will be made clear to the parents by the Trust. If the activity is cancelled all monies paid will be returned to parents.

16.3 There is no obligation for a parent or carer to make any contribution and the Trust will in no way pressure parents to make a contribution. For example, the Trust will not send colour-coded letters to parents or guardians to remind them to pay contributions and direct debit or standing order mandates will not be sent to parents when requesting contributions.

## **17 Inability or unwillingness to pay**

17.1 The Trust is committed to ensuring fair access and treatment of all pupils, and this means ensuring that no child is excluded from an activity because the parents or carers of that child are unwilling or unable to pay. If there is insufficient funding for an activity, then it will be cancelled.

17.2 The identity of the pupil or parents of the pupil who did not want to make the payment, or could not make the payment, will not be disclosed under any circumstances.

## **18 Implementation and review**

18.1 Each Academy Executive Headteacher/Headteacher holds delegated responsibility for implementation of this Charging and Remissions Policy.

18.2 All Trust staff have a responsibility to report serious breaches of this Charging and Remissions Policy to the Directors.

18.3 The Trust will work in partnership with all relevant parties to ensure that this Charging and Remissions Policy is planned, implemented, reviewed and maintained successfully and at suitable frequency.

## **19 Refund Procedures**

19.1 Each Academy Executive Headteacher/Headteacher holds the delegated responsibility to ensure the refund of large sums of surplus money for school trips.

19.2 The amount under which the surplus is too small for refunds will be £5 to £10 per pupil, or 10% of the total funds if that is less. Any surplus money below this amount will be used towards funding future trips.

## 20 **Complaints**

20.1 The Trust encourages parents who are not satisfied with arrangements and support provided by the Trust to discuss their concerns directly with the Academy.

If the issue is not resolved within the Academy, a formal complaint can be made via the Trust's Complaints Procedure.

### **Appendix 1**

### **THE BAY LEARNING TRUST**

## APPLICATION FOR REMISSION

This application form is to be used when a parent is seeking a remission of charges for a chargeable activity arranged by the Trust. Parents are referred to paragraph 14 of the **Trust's** Charging and Remissions policy for relevant information.

Once the application has been completed it must be returned to the Academy's general office for processing.

<b>Section 1</b>	
Name of chargeable activity	
Date of chargeable activity	
Cost of activity	
Seeking remission in whole or in part?	

<b>Section 2</b>	
Please explain the reasons for seeking a remission of charges below:	

<b>Section 3</b>	
Are you in receipt of any welfare benefits/tax credits? Please list all benefits/tax credits.	

Can the benefits/tax credits be evidenced?	

<b>Section 4 (office use only)</b>	
Is the remission application approved?	
If approved, is the remission in whole or in part?	
How much is the remission?	
Is the application rejected?	
Reasons for the rejection of the application:	

We/I confirm that the information contained within this application is true.

Signed:.....

Signed:.....

Name:

Name:

Dated:

Dated: