



## ALDERMAN JACOBS PRIMARY SCHOOL (ACADEMY TRUST)

### CHARGING AND REMISSION POLICY

#### Aims

The aims of this policy are to:

- Set out what the school will not charge for, what it will make a charge for or request a voluntary contribution towards, from parents/guardians.
- Clarify how charges will be determined, so parents and guardians understand why requests for payment are sometimes made for some activities.

#### Legislation and Guidance

This Charging and Remissions Policy complies with statutory requirements as set out in:

- The Government document *Charging for School Activities*, October 2014.
- The Education Act 1996, sections 449 - 462 of which set out the law on charging for school activities in England. Academies are required to comply with this act through their funding agreement.

This policy complies with our funding agreement and articles of association.

#### Definitions

- **Charge:** a fee payable for specifically defined activities
- **Remission:** the cancellation of a charge which would normally be payable

#### Roles and responsibilities

- **The governing board:** The governing board has overall responsibility for approving the charging and remission policy, but can delegate this to a committee, an individual governor or the Headteacher. The governing board also has overall responsibility for monitoring the implementation of this policy. In Alderman Jacobs School the responsibility for approving the charging and remissions policy and monitoring the implementation of this policy has been delegated to the Resources Committee.
- **The Headteacher:** The Headteacher is responsible for ensuring staff are familiar with the charging and remissions policy, and that it is being applied consistently.
- **Staff:** Our staff are responsible for:

1. Implementing the charging and remission policy consistently
  2. Notifying the Headteacher of any specific circumstances which they are unsure about or where they are not certain if the policy applies.
  3. The Senior Leadership team will provide staff with appropriate training in relation to this policy and its implementation.
- **Parents:** Parents are expected to notify staff or the Headteacher of any concerns or queries regarding the charging and remissions policy.

### **Introduction**

Schools may invite but not require parents to make voluntary contributions to the school's activities in order to enhance what is otherwise provided eg school visits or journeys.

Charges may be made for the cost of activities provided outside school hours except where the activity is specifically required by external examination syllabus or national curriculum legislation.

Schools are prohibited from charging for any activity undertaken within normal school hours except for board and lodging on residential courses.

### **Activities partly during school hours**

If 50 per cent or more of the time spent on the activity occurs during school hours, it is deemed to take place during school hours. Time spent on travel counts in this calculation if the travel itself occurs during school hours. School hours do not include the lunch break in the middle of the day.

Where less than 50 per cent of the time spent on an activity falls during school hours, it is deemed to have taken place outside school hours. For example, an excursion might require pupils to leave school an hour before the school day ends, but the activity does not end until late in the evening.

### **Charges**

We categorise trips at the school as 'Curriculum Related' and 'Entirely Optional' and ask for voluntary contributions for trips that are 'Curriculum Related'. A charge will be made for 'Entirely Optional' and no remission is available from the School. An alternative school based activity will always be provided for children who do not wish to participate in an 'Entirely Optional' trip.

### **Voluntary Contributions**

In seeking voluntary contributions for curriculum linked school activities, schools must make it clear to parents that:

- There is no obligation to contribute.
- That pupils will not be treated differently according to whether or not their parents have made a contribution.

In consequence schools are permitted and are strongly advised to:

- Indicate the level of contribution required for the activity to take place.
- Consider that such contribution may include, for example, an element to cover the participation by pupils from low-income families or the cost of travel for accompanying teachers.
- Indicate that the activity may not take place if parents are reluctant to support it.

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 pupils who do not wish to participate.

Parental agreement is necessary for the provision of an optional extra which is to be charged for.

### **Charitable Fundraising / Non uniform days**

The School undertakes many fundraising activities. All donations are voluntary.

### **Chargeable Activities**

#### **Activities outside school hours**

Non-residential activities which take place outside school hours, but only if the majority of the time spent on that activity takes place outside school hours

#### **Residential activities**

Board and lodging costs of overnight school trips. When any trip is arranged parents will be notified of the policy for allocating places.

#### **Music tuition**

Although the law states that all education provided during school hours must be free, music lessons are an exception to this rule. This is to allow pupils greater access to vocal and instrumental tuition. Charges may be made for teaching either an individual pupil or groups of any appropriate size to play a musical instrument or to sing during the school day, when requested by parents, as well as music tuition outside of the school day

*We will not charge for the above activities if the pupil is a Looked After Child*

#### **Concerts and Drama Performances**

Some performances held during the evenings will be charged per person entry, with the proceeds usually supporting the production costs, the drama or music curriculum or for charity fundraising

#### **Breakages and Damages**

The Governors are entitled to require parents to pay for the cost of damage caused by the pupil's behaviour (e.g. breakage of a window, damage to furniture). This also applies to lost, damaged or defaced text books and resources.

#### **Refunds**

The school does not make a profit on trips or extra-curricular activities. Cancellation charges apply to all trips since charges are made by providers upon receipt of the first

deposit so the school will be charged in full for the place reserved. Refunds are not given if a child cannot attend a trip or extra-curricular event unless a refund is issued by the provider. If a child is unable to attend at the last moment through illness, then a refund of cost may be given upon receipt of a doctor's certificate and only if issued by the provider. The initial deposit still remains non-refundable.

### **Residential Trips**

Refunds are only granted once written notice of a cancellation is received for a pupil and the following scale charges will apply for each cancelled place:

More than 150 days prior to departure	Loss of deposit plus associated transport costs
Between 150 and 31 days prior to departure	Please speak to the school office about the amount that may be refundable as it is at the discretion of the booking provider's policy.
Between 0 and 30 days prior to departure	Loss of 100% of entire trip fee

The full payment is non-refundable in the event of your child's withdrawal from the trip. This includes costs associated with transport.

### **Remissions**

In order to remove financial barriers from disadvantaged pupils, the Governing Body has agreed that activities and visits classed as 'Curriculum Related' or where charges can legally be made will be offered at a reduced charge to parents in particular circumstances. Set out below are the circumstances in which charges may be waived.

Parents in receipt of the following qualify for remission against the specified charges:

- Income Support or Income-Related Employment and Support Allowance
- Income-based Jobseeker's Allowance
- 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 HM Revenue and Customs) does not exceed the sum given in the Revenue and Customs rules
- Guaranteed State Pension Credit

For residential activities deemed to be Enrichment visits, such remissions are at the discretion of schools and their Governors.

### **Resources**

Parents will not be required to supply books, materials or other equipment for use in school hours, but parents are invited to assist with the provision of any basic items listed in the school prospectus.

### **Additional considerations**

The school recognises its responsibility to ensure that the offer of activities and educational visits does not place an unnecessary burden on family finances. To this end we will try to adhere to the following guidelines:

- Where possible we shall publish a list of visits (and their approximate cost) at the beginning of the school term so that parents can plan ahead.
- We have established a system for parents to pay in instalments.
- When an opportunity for a trip arises at short notice it will be possible to arrange to pay by instalments beyond the date of the trip.
- We acknowledge that offering opportunities on a 'first pay, first served' basis discriminates against pupils from families on lower incomes and if possible we will avoid that method of selection.

### **Debt recovery**

The school will take all reasonable measures to vigorously collect debts as part of its management of public funds. A debt will be written off only after all reasonable measures (commensurate with the size and nature of the debt) have been taken to recover it.

The school's debt recovery policy will observe the relevant financial regulations and guidance and any other legal requirements. In particular:

- The Governing Body will approve the write-off of all debts, stocks, stores and surplus assets
- All such write-offs will be recorded in the minutes of the governing body
- A formal record of any debts written off will be maintained and this will be retained for 7 years (the form of this record is specified below).
- The school will seek the professional legal advice should they consider taking legal or other action to recover the debt.

In general payment for all goods and services supplied by the School should be collected in advance or 'at the point of sale'.

The procedures to secure the collection of all debts are outlined below and should be followed by all School staff.

### **Acceptable 'credit period'**

The Governing Body must determine the length of time they deem as an acceptable 'credit settlement period' before the debt recovery procedures are applied.

The Governing Body may consider that an 'acceptable' credit period may vary between different income generating activities; for example;

- School lettings;
- Trips and activities.

The Governors may have stipulated a maximum settlement period for school lettings in a

separate 'Lettings policy'.

Debt recovery procedures should be applied in accordance with this policy.

### **Reporting of outstanding debt levels**

The Head teacher will ensure that the level of outstanding debt is regularly monitored.

Suitable records will be maintained to detail individual debts and the total value of debt to the school in order that it can be determined at any time and reported to the Resources Committee.

The Resources Committee will review the level of outstanding debts every month to determine whether this level is acceptable and whether action to recover debts is effective.

*(Monitoring of outstanding debts may be differentiated by type, e.g. if lettings debts prove more of a problem then the frequency and degree of monitoring should reflect this).*

### **Debt Recovery Procedures**

Where payment from the parent/guardian has not been received in advance, or 'at the point of sale', the following process should be applied.

- (a) An invoice should be issued for the full amount in order to officially set up the debt;  
Where invoices are raised they should state the date by which payment is due.
- (b) In all other cases, such as:
  - Correspondence with parents, etc. the maximum period that the school regards as reasonable before payment is overdue should be clearly stated.
- (c) A record of all goods and services will be maintained detailing:
  - type of good/services supplied;
  - value;
  - date(s) good/services supplied; and
  - the identity of the 'debtor', e.g. parent, hirer, etc.

### **Verbal and Written Reminders**

**Details of all reminders, whether verbal or in writing, should be maintained.**

**Where a letter is issued, a copy must be retained on file.**

Should a debt need to be taken beyond two reminder letters, formal written evidence may have to be produced.

It is therefore important that at least one, but preferably two, written reminders are

sent.

### **Initial 'overdue payment' reminder**

An initial reminder may be informal and can be made either in person (when a parent/guardian comes to collect/drop off the child), or by telephone or email.

The date of the initial reminder should be recorded.

### **First 'overdue payment' reminder letter**

A formal reminder letter should be issued 2 weeks after the informal the date of supply.

If action is to proceed further, it is necessary to prove that all reasonable attempts have been made to recover the debt, and that these attempts have been made in a timely manner, i.e. at the time that the debt first became overdue.

The date of the initial reminder should be recorded.

### **Second 'overdue payment' reminder letter**

A second reminder letter will be issued 2 weeks after the First Reminder Letter.

The date of the initial reminder should be recorded.

### **Failure to respond to reminders / settle a debt**

If after 2 reminders, a response or payment is not received, a letter will be sent to the debtor advising them that the matter will be referred to the school's legal advisers. At the discretion of the Resources Committee the debtor may be advised that they will be required to pay in advance for all future supplies or the supply will no longer be available to them.

This decision and its basis will be recorded and reported to the Governing Body.

### **Negotiation of repayment terms**

Debtors are expected to settle the amount owed by a single payment as soon as possible after receiving the first 'overdue payment' reminder.

#### **However, if people are unable to pay;**

The School may reduce or cancel a debt in certain circumstances. A sensitive approach to debt recovery will be carried out, taking the following factors into account.

- Hardship - where paying the debt would cause financial hardship.
- Ill health - where our recovery action might cause further ill health.
- Time - where the debt is so large compared to the person's income that it would take an unreasonable length of time to pay it all off.
- Cost - where the value of the debt is less than the cost of recovering it.
- Multiple debt - where someone owes more than one debt to the School. In this situation an attempt to agree one repayment plan to include all debts will be established.

Debtors are expected to settle the amount owed by a single payment as soon as possible after receiving the first 'overdue payment' reminder.

If a debtor requests 'repayment terms' these may be negotiated at the discretion of the Headteacher.

A record of all such agreements entered into will be retained.

In all cases, a letter will be issued to the debtor confirming the agreed terms for repayment.

The settlement period should be the shortest that is judged reasonable.

The Resources Committee will decide whether any debtor who has been granted extended settlement terms will not be offered any further 'credit' and will, in future, be required to pay in advance.

This decision and its basis will be recorded and reported to the Governing Body.

### **Costs of debt recovery**

Where the school incurs material additional costs in recovering a debt then the Resources Committee will decide whether to seek to recover such costs from the debtor.

The debtor will be formally advised in writing that they will be required to pay the additional costs incurred by the school in recovering the debt.

This decision and its basis will be recorded and reported to the Governing Body.

### **Bad debts**

This debt recovery policy should be cross-referenced to the Scheme for Financing Schools.

Write-off of any debt requires the written approval of the Headteacher.

A record of the write-off, the reason for it, and the approval for it, will be retained for 7 years.

### **Procedures for complaints regarding the implementation of the Policy**

The procedure for complaints is outlined in the School's Complaints Policy, which should be consulted prior to any complaint being made.

Created/Updated / Reviewed		Ratified		Review Frequency	Next Review Date	Signed by	
By	Date	By	Date			Head	Chair
Jocelyn Sumner	Spring Term 2019	Resources Committee	Feb 2019	2 Years	Spring 2021	<i>Cathy Carlisle</i>	<i>W Allend</i>

## Appendix 1

The following statement will be included on letters related to educational trips, visitors into schools and requests for payments:

I have read, understood and accept the schools charging and remissions policy (available on the school website)