


## Policy

# Charging and Remissions

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<b>Approved by:</b>	Board of Trustees
<b>Date:</b>	Summer 2024
<b>Review Date:</b>	Summer 2025
<b>This policy applies to:</b>	 <p>DURHAM SIXTH FORM CENTRE</p>

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## 1. Policy Introduction and Purpose Statement

- 1.1. Providence Learning Partnership's (Trust) Charges and Remissions Policy is designed to outline the financial responsibilities and allowances within our Academies. This policy ensures transparency and fairness regarding charges for activities, services, and any remissions available.
- 1.2. At Providence Learning Partnership we aim to:
  - Have robust, clear processes in place for charging and remissions.
  - Clearly set out the types of activity that can be charged for and when charges will and will not be made.
  - Offer a range of activities and visits whilst minimising the financial barriers that may prevent some students from taking full advantage of these opportunities.

## 2. Legislation

- 2.1. This policy is based on advice from the Department for Education (DfE) on [charging for school activities](#) and [the Education Act 1996](#), sections 449 to 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 agreements.
- 2.2. The Policy is also based on guidance from the DfE on [statutory policies for schools and academy trusts](#) and complies with our Academy Trust Funding Agreement and Articles of Association.

## 3. Definitions

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

## 4. Roles and responsibilities

### Trust Board

- 4.1. The Trust Board has overall responsibility for approving and monitoring the implementation of the Charging and Remissions Policy, but can delegate this to a committee, an individual governor or the Principal of the Academy. With this said the Trust Board of Providence Learning Partnership have:
  - Delegated responsibility for approving the Charging and Remissions Policy to the **Finance, Audit and Risk Committee**.
  - Delegated the monitoring of the implementation of this policy to the Academy's **Local Governing Board**.

### Principal

- 4.2. The Principal is responsible for ensuring staff are familiar with the Charging and Remissions Policy, and that it is being applied consistently.

### Staff

- 4.3. Staff are responsible for:
  - Implementing the Charging and Remissions Policy consistently.
  - Notifying the Principal of any specific circumstances that they are unsure about or where they are not certain if the policy applies.
- 4.4. The school will provide staff with appropriate training in relation to this policy and its implementation as appropriate.

## Parents/carers

- 4.5. Parents/carers are expected to notify relevant staff or the Principal of any concerns or queries regarding the Charging and Remissions Policy.

## 5. Where Charges Cannot Be Made

- 5.1. Below we set out what we cannot charge for:

### Education

- Admission applications.
- Education provided during Academy hours (e.g. teaching, the supply of materials, books, instruments or other equipment).
- Education provided outside Academy hours if it is a compulsory part of a syllabus for a prescribed public examination that the student is being prepared for at the Academy.
- First entry to a prescribed public examination for which a student has been prepared for by the Academy.
- Examination resit(s), if the student is being prepared for the resit(s) at the request of the Academy.
- Examination remark(s), if the remark is being requested, with permission from the student, by the Academy.

### Transport

- 5.2. We cannot charge for:
- Transporting registered students to or from the premises where students are being prepared, as part of their syllabus, for a prescribed public examination.

### Residential visits

- 5.3. We do not charge for:
- Education provided on any visit that takes place during Academy hours where the visit is a compulsory part of a syllabus for a prescribed public examination that the student is being prepared for at the Academy.

## 6. Where Charges Can Be Made

- 6.1. Below we set out what we can charge for:

### Education

- Education provided outside Academy hours if it is non-compulsory.
- Examination entry to a prescribed public examination for which a student has been prepared for by the Academy if a student fails, without good reason, to meet any examination requirement for a syllabus including failure to attend the exam and/or failure to complete coursework assignments (NEA).
- Examination resit(s), if the student is being prepared for the resit(s) at their request or the request of their parent/carer.
- Examination remark(s), if the remark is being requested by the student.
- Examination entry to a prescribed public examination where the Academy has not prepared the candidate. For example, if the candidate is not studying at the Academy or the Academy does not run the course.
- Materials, books, instruments, or equipment, where the student or their parent/carer wishes the student to own them.

## **Optional extras**

- 6.2. We are able to charge for activities known as optional extras. In these cases, a charge can be made for providing materials, books, instruments, or equipment.
- 6.3. The following are optional extras:
- Additional education/support/services provided outside of Academy hours.
  - Examination entry fee(s), if the registered student has not been prepared for the examination(s) at the Academy.
  - Additional course specific materials which are not compulsory.
  - Transport for educational visits that are not compulsory.
  - Board and lodging for a student on a residential trip.
  - Entrance fees e.g. musicals, plays, museums etc.
- 6.4. When 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.
  - The cost of buildings and accommodation.
  - Support staff time.
  - Teaching staff (including supply staff) engaged under contracts for services purely to provide an optional extra.
- 6.5. 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 but whose parents/carers are unwilling or unable to pay the full charge. Furthermore in cases where a small proportion of the activity takes place during Academy 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 the Academy accompanying students on a residential trip.
- 6.6. 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 prerequisite for the provision of an optional extra where charges will be made via a parental consent form.

## **Music tuition**

- 6.7. 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/carer. Charges may not exceed the cost of the provision, including the cost of the staff providing the tuition.
- 6.8. No charge may be made in respect of a student who is looked after by the local authority (within the meaning of section 22(1) of the Children Act 1989).

## **7. Withdrawal From A Non-Compulsory Activity**

- 7.1. It is permissible for the activity (including educational visit) 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 payments received will be refunded in full.

- 7.2. Once an activity becomes viable and payments have been made to a third party<sup>1</sup> to secure the booking, the payment to secure that booking will become non-refundable unless the third party refunds the amount back to the Academy.
- 7.3. In the event that a student wishes to cancel their participation in an activity for any reason (i.e. change of mind, illness, unaffordability etc.) and where a payment 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 charge<sup>2</sup> 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.
- 7.4. In these circumstances, where the Academy is able, a refund less the costs incurred will be made. The Academy will also endeavour to find another student to take the place and, if successful, will refund the payment in full less any administration charges incurred.
- 7.5. In the event where a late withdrawal (the timescale of which is dependent on the activity) endangers the activity as a whole, (i.e. makes the activity unviable) and no other student is available to take the place, the payment will not be refunded.
- 7.6. Where a payment refund is uneconomical to process (i.e. the refund amount is less than the cost to process it) the refund will not be administered.

## 8. Monitoring

- 8.1. The Chief Operating and Finance Officer (COFO) monitors charges and remissions, and ensures these comply with this Policy.
- 8.2. This Policy will be reviewed on an annual basis and at every review, the Trust Board Finance, Audit and Risk Committee will be responsible for approving the Policy.

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<sup>1</sup> A Third Party is somebody other than the Academy providing the activity. A Third Party may make a charge for their services to the parents/carers of the students who are released to participate.

<sup>2</sup> An administration charge includes charges made to the Academy by a Third Party to administer payments and bookings and any costs incurred by the Academy to administer income procedures including stationery costs.

## 9. Appendix 1: Durham Sixth Form Centre Charges

9.1. Durham Sixth Form Centre (DSFC) reserves the right to charge for the activities outlined below.

### Meals and Catering

9.2. 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 DSFC's catering services, with the exception of the early morning breakfast.

### Hire of Lockers

9.3. 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.

9.4. The following charges apply to the rental of a locker at Durham Sixth Form Centre:

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

### Sale of Goods

9.5. The following charges usually apply to students studying an **art endorsement or design technology** at Durham Sixth Form Centre, but are available to all students:

Various	A3 Art equipment pack (current price £20)	Textiles equipment pack (current price £20)
A5 sketchbook £3 A3 sketchbook £6 A2 sketchbook £10 A2 sketchbooks (black pages) £13 Acetates (pack of 10) £1 A3 Plastic display folder £5	Each pack includes: <ul style="list-style-type: none"> <li>● A3 blue folder</li> <li>● Box of 12 acrylic paints</li> <li>● Tin of 10 watercolours</li> <li>● Putty rubber</li> <li>● Tin of 12 Derwent artist's sketching pencils 9B-H</li> <li>● Black fineliner</li> <li>● 5 paintbrushes</li> <li>● Large glue stick</li> <li>● Pencil Sharpener</li> </ul>	Each pack includes: <ul style="list-style-type: none"> <li>● Sewing Kit</li> <li>● Clear Tough bag</li> <li>● Pallet</li> <li>● Safety Pins</li> <li>● Sharpie pens</li> <li>● Double sided Tape</li> <li>● Fineliner</li> <li>● Glue</li> <li>● Acetates</li> </ul>

9.6. The following charges usually apply to students studying **science and/or mathematics** at Durham Sixth Form Centre, but are available to all students:

- Revision books and textbooks at a discounted rate.
- Scientific calculators at a discounted rate.

### Resale of Goods

- 9.7. DSFC may at times offer the resale of goods to students, for example:
- Revision guides/textbooks.
  - Curriculum resources i.e. calculators, art resources etc.
- 9.8. 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

- 9.9. All students will receive £4.50 worth of credit in their printing accounts at the start of year 12. Students may purchase additional print credits from the DSFCafe. Charges will be clearly displayed and reviewed on an annual basis.
- 9.10. The following charges apply to the purchase of **photocopy/print credits** at Durham Sixth Form Centre:

Description	Single Sided	Double Sided
A4 Black & White	0.03p	0.04p
A3 Black & White	0.06p	0.10p
A4 Colour	0.06p	0.10p
A3 Colour	0.12p	0.20p

### Hire of the Academy Premises

- 9.11. A letting refers to any use of the Academy building and grounds by parties other than the Academy or Academy Trust.
- 9.12. Application may be made to hire the Academy premises on a one-off basis or as a regular hire reviewed on an annual basis. In the first instance the prospective hirer should contact the Chief Operating and Finance Officer (COFO) as below:
- Telephone number: 0191 383 0708
  - Email address: dsfc@durhamsixthformcentre.org.uk
- 9.13. Emails should be addressed to the Chief Operating and Finance Officer.

### VAT

- 9.14. The Academy is responsible to ESFA and HM Revenue and Customs for ensuring that VAT regulations are correctly applied to all lettings of Academy 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 Academy facilities such as 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.



### **Remissions for Residential Visits**

- 9.15. We can charge for board and lodging on residential visits, but the charge must not exceed the actual cost.
- 9.16. Parents/carers who can prove they are in receipt of the following benefits will be exempt from paying the cost of board and lodging:
- Universal Credit (household income must be less than £7,400 per year, after tax and not including any benefits received).
  - Income Support.
  - Income Based Jobseekers Allowance.
  - Income-related Employment and Support Allowance.
  - Support under part VI of the Immigration and Asylum Act 1999.
  - Child Tax Credit, provided that the 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.
  - Working Tax Credit run on – paid for 4 weeks after you stop qualifying for Working Tax Credit;
  - The guaranteed element of Pension Credit.

### **Loss or Damage**

- 9.17. Where the property or assets belonging to DSFC have been wilfully defaced, damaged or lost by a student(s) or member of the public the Academy will charge those responsible for some, all or a proportion of the cost of repair or replacement.
- 9.18. Where property belonging to a third party has been damaged by a student(s) or member of the public and the Academy has been charged, the Academy may recover some, all or a proportion of the cost to those responsible.
- 9.19. The decision to charge in full or part will be the decision of the Principal. Each incident will be judged individually based on the circumstances. Charges will not exceed the cost of the repair or replacement.



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