



## Charging and Remissions Policy

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## Definitions

In this **Charging and Remissions Policy**, unless the context otherwise requires, the following expressions shall have the following meanings:

- I. **'The Romero Catholic Academy'** means the Company named at the beginning of this **Charging and Remissions Policy** and includes all sites upon which the Company is undertaking, from time to time, being carried out. The Romero Catholic Academy includes; **Corpus Christi, Good Shepherd, Sacred Heart, Blue Sky, SS Peter and Paul, St Gregory, St John Fisher, St Patrick, Cardinal Wiseman, Shared Services Team.**
- II. **'Romero Catholic Academy'** means the Company responsible for the management of the Academy and, for all purposes, means the employer of staff at the Company.
- III. **'Board'** means the board of Directors of the Romero Catholic Academy.
- IV. **'Chair'** means the Chair of the Board or the Chair of the Local Governing Body of the Academy appointed from time to time, as appropriate.
- V. **'Governance Professional'** means the Governance Professional to the Board or the Governance Professional to the Local Governing Body of the Academy appointed from time to time, as appropriate.
- VI. **'Catholic Senior Executive Leader'** means the person responsible for performance of all Academies and Staff within the Multi Academy Company and is accountable to the Board of Directors.
- VII. **'Diocesan Schools Commission'** means the education service provided by the diocese, which may also be known, or referred to, as the Birmingham Diocesan Education Service.
- VIII. **'Local Governing Body'** means the governing body of the School.
- IX. **'Governing Body Representatives'** means the governors appointed and elected to the Local Academy Committee of the School, from time to time.
- X. **'Principal'** means the substantive Principal, who is the person with overall responsibility for the day to day management of the school.
- XI. **'School'** means the school or college within The Romero Catholic Academy and includes all sites upon which the school undertaking is, from time to time, being carried out.
- XII. **'Shared Services Team'** means the staff who work in the central team across the Company (e.g. HR/ Finance)
- XIII. **'Vice-Chair'** means the Vice-Chair of the Governing Body elected from time to time.

## Introduction

The Romero Catholic Academy (The Academy) is required by law to publish a policy where it charges for its schools' activities. It is the intention of The Academy that no pupil will be disadvantaged by this policy. The Education Act 1996 establishes the following basic principle that schools cannot charge for:

- education provided during school hours including the supply of materials, books, instruments or other equipment. (If 50% or more of the time spent on the activity occurs during school hours it is deemed to take place during school hours);
- financial contributions as part of the admissions process;
- education provided outside of school hours (as defined above) if it is
  - part of the national curriculum
  - part of a syllabus for a prescribed public examination that the pupil is being prepared for at the school
  - part of religious education;
- instrumental or vocal tuition;
- entry for a prescribed public examination if the pupil has been prepared for it at the school;
- examination re-sit(s) if the pupil is being prepared for the re-sit(s) at the school
- transport -
  - transporting registered pupils to or from the school premises where the LA has a statutory obligation to provide transport
  - transporting registered pupils to other premises where the school or LA has arranged for pupils to be educated
  - transport that enables a pupil to meet an examination requirement when that pupil has been prepared for that examination at the school
  - transport provided in connection with an educational visit.

## Exceptions

Schools can levy charges in the following circumstances:

- Early years - children attending Nursery are eligible for 15 hours per week free provision. Children attending in excess of this (as agreed with the school) will be charged, either indirectly via the 30 hours funding eligibility system or in the event of eligibility expiring, the charge will be made directly to the parent(s) including any arrears of payments.
- Music tuition – charges may be made for vocal or instrumental tuition provided either individually or to groups of any size, where the tuition is provided at the request of the pupil's parent.
- Board & lodging – charges can be made where pupils are required to spend night(s) away from home. This is with the exception of pupils whose parents are in receipt of certain benefits (**Appendix 1**)
- Ingredients / materials – a charge can be made to cover the cost of e.g. food technology ingredients, design technology materials, arts and crafts, where parents have indicated in advance that they would like their child to bring home the finished product.
- Extended day services – the school may charge for out of hours services e.g. breakfast club, after school club, supervised homework/revision sessions.
- Deliberate damage to or loss of school property – parents may be required to make reimbursement towards the cost of repair and/or replacement.
- Examination fees – a charge may be made for any pupil who fails to complete the requirements of or to sit a public examination that the school has agreed to pay.
- Community facilities – schools are permitted to provide and charge for facilities that can be used by the local community for the benefit of pupils attending the school, their families or people who live or work in the locality of the school e.g. out of hours and holiday clubs, swimming pool sessions.

## Charging Principles

Any charge made in respect of individual pupils must not exceed the actual cost of providing the activity divided equally by the number of pupils participating. It must not therefore include an element of subsidy for any pupils wishing to participate whose parents are unwilling or unable to pay the full charge. Parental agreement is a prerequisite for the provision of an activity where charges will be made.

As an exception, charges relating to community facilities can generate a profit provided it is used for the purposes of the school and/or community facilities. Where an external third party is involved e.g. Scout Group, Dance Company, Sports' Club, Swim School, a Lettings Agreement must be drawn up and signed by both parties.

In the case of damage or loss of property the charge levied will be at the discretion of the Principal taking into account the value of the property damaged and/or the replacement/repair cost.

The charges set at the start of each academic year by individual schools are approved annually by the Local Governing Body and made available to parents on request.

## Voluntary Contributions

It is acceptable for schools to ask for voluntary contributions to fund school activities. If the activity cannot be funded without voluntary contributions, this should be made clear to parents at the outset. In addition, parents must be made aware that there is no obligation to make any contribution and a child will not be excluded from the activity (that is part of the national curriculum) simply because their parent is unwilling or unable to contribute. Where a school is unable to raise the necessary funding for an activity (from any source) then it must be cancelled. This possibility should be communicated to parents at the outset.

## Remission/Financial Support

Children of parents on low income or in receipt of benefits listed in Appendix 1 qualify for free school meals and Pupil Premium funding and may be entitled to financial support towards the cost of school activities where a charge is being levied. Where a school informs parents about a forthcoming activity, it must be made clear that those in receipt of benefits listed in Appendix 1 and who have made a successful application for free school meals will be eligible for financial assistance.

Remission may consist of part or all of the fees according to individual circumstances and dependant on the activity. All questions of remissions will be dealt with in the strictest confidence. The school will require written proof of entitlement to provide remission of fees.

The level of remission / financial support available to parents will be at the discretion of the individual school's Principal.

Appeals against decisions made with reference to this policy should be made in writing to the school Principal and will be dealt with by the relevant local or Romero Governing Body with oversight of the curriculum.

A Post 16 Bursary is available in addition to the above – please refer to that policy on the Cardinal Wiseman school website.

## Useful links

- DFE Charging for School Activities - <https://www.gov.uk/government/publications/charging-for-school-activities>

## Appendix 1

Pupils with a parent in receipt of one or more of the following will be entitled to free school meals and financial support towards the cost of chargeable school activities:

- Income Support;
- income-based Jobseeker's Allowance;
- income-related Employment and Support Allowance;
- support under Part VI of the Immigration and Asylum Act 1999;
- the guaranteed element of Pension Credit;
- Child Tax Credit (provided you're not also entitled to Working Tax Credit and have an annual gross income of no more than £16,190);
- Working Tax Credit run-on - paid for 4 weeks after you stop qualifying for Working Tax Credit;
- Universal Credit - if you apply on or after 1 April 2018 your household income must be less than £7,400 a year (after tax and not including any benefits you receive).