

CHARGING & HIRING POLICY, including Remissions

Aim

- To make a broad programme of trips and activities accessible to as many students as possible.
- To establish and maintain a fair and coherent system of charges within the constraints of the Academy budget.

Practice

- In cases where charges are to be levied, parents will be advised in advance and monies collected prior to the activity.
- Activities which are wholly within Academy hours will not normally be chargeable. (exclusions - trips, visits off site and productions by external providers)

Voluntary Contributions

- In practical subjects parents may be asked for the full or partial cost of materials or ingredients if they have indicated in advance that they wish to own the finished product. In addition parents may be asked to provide voluntary contributions towards the costs of consumable materials that are used by their child during the course.

Examinations

- The cost of examination entries for subjects taught within the Academy will normally be met by the Academy.
- In cases where candidates have either failed to attend the exam without an acceptable reason or failed to meet the Academy's entry criteria but still wish to be entered, they may be asked to pay entry or resit fees.
- The costs of re-scrutinising an examination entry will be passed on to parents.

No charges may be made for entering pupils for public examinations that are set out in the DfE Charging for School Activities regulations. The Trust must enter a pupil for each examination in a public examination syllabus for which the Academy has prepared the pupil. This does not apply if the Trust thinks there are educational reasons for not entering the pupil, or if the pupil's parents request in writing that the pupil should not be entered.

An examination entry fee may be charged to parents if:

- the examination is on the set list, but the pupil was not prepared for it at the Academy;
- the exam is not on the set list, but the Academy arranges for the pupil to take it;
- a pupil fails, without good reason, to complete the requirements of any public examination where the Trust originally paid or agreed to pay the entry fee.

Charges may not be made for any cost associated with preparing a pupil for an examination. However, charging is allowed for tuition and other costs if a pupil is prepared outside Academy hours for an examination that is not set out in the regulations.

Breakages, damage and lost items

- Parents will be expected to pay for all and any breakages or damages caused by their son's/daughter's irresponsible or careless behaviour and deliberate vandalism. They will also be expected to pay for replacement text/library books or other Academy property entrusted to their son/daughter if lost, damaged or defaced.

Residential Trips

- Special rules apply for residential trips. A residential trip counts as taking place during Academy hours if the number of Academy sessions (of which there are two in a day) missed by the pupils on the trip amounts to at least half of the number of half days taken up by the trip. In every other case a residential trip would count as taking place outside Academy hours. This definition becomes more important if the trip starts or ends at a weekend, for example.
- If the residential trip counts as taking place during Academy hours, such as Year 7 Camp, a charge will be made for board and lodging on the trip, except for those pupils whose parents or carers are receiving any of the following benefits at the time of the trip:
 - 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 2013/14);
 - 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 2013/14);
 - the guarantee element of State Pension Credit;
 - an income related employment and support allowance that was introduced on 27 October 2008.

All parents and carers will be advised of the right to claim free board and lodging if they are receiving the benefits set out above.

Remissions

- **Residential Trips - during Academy hours, involving delivery of the National Curriculum and required as part of a syllabus for a public examination**
 - Requests for help with the cost of board and lodging from parents in receipt of income support, income based job seekers allowance, working families tax credit or disabled persons tax credit will be considered and assistance provided within the limits of the Academy's budget. Complete confidence will be observed in all such matters. Parents are encouraged to claim free Academy meal entitlement if claiming income support or income based job seekers allowance.
- **Residential Trips - not meeting the above criteria**

- Requests for help with the cost of board and lodging from parents in receipt of income support or income based job seekers allowance and claiming free Academy meals will be considered and assistance provided within the limits of the Academy's budget. Complete confidence will be observed in all such matters.
- **Day Trips**
 - Requests for help with the cost from parents in receipt of income support or income based job seekers allowance and claiming free Academy meals will be considered.N (See Financial Support Application Form – [Appendix 1](#))

Management

- The Executive Finance Committee of the Trust are responsible for reviewing and recommending this policy to the Trust Board.

Basic key principles:

- Any charges made by the Academy must meet the requirements of the Education Act 1996 Sections 449 - 462. The Trustees and Governors endorse the guiding principles contained in the Act, in particular that no child should have their access to the curriculum limited by charges.
- Charges are to recover as a minimum the full cost of providing the goods or service.
- Any surpluses from trading will be made available to meet agreed educational priorities or reduce the cost of that service to the Academy as a user.
- Priorities will include supporting financial hardship cases, supporting educational activities which would not be self financing.
- All expenses, including any set up costs (including software or admin systems costs) will be deducted from any surplus generated.
- Charges will not be made for any activities which form part of a prescribed examination syllabus, or are in fulfilment of National Curriculum requirements.
- The Academy shall have priority of use where resources are concerned, over and above external customers.

Trips

- All trips will be charged under a voluntary contribution arrangement unless they are fully funded by the Academy (part of prescribed examinations syllabus or National Curriculum requirement). If the level of voluntary contribution is insufficient to support the trip then it will be cancelled and parents will be advised of this.
- All trips must have an approved full and detailed financial plan prepared by the trip organiser
- All costs associated with the trip, including supply costs are to be included when completing the detailed financial plan
- All trips to have a completed financial statement following completion of the trip to identify any surplus or loss.
- Any surplus will then be adjusted for any costs not already charged – eg: online payment charges, administration time
- If there is any surplus following these charges and the surplus exceeds £10 per pupil this will be refunded to parents. If less than £10 this will be retained by the Academy .

- Voluntary contributions will be sought for trips which take place mainly within Academy hours. No child may be excluded because of inability to pay but the Academy is entitled to cancel the trip if the level of contributions does not meet its budgetary requirements.
- All trips are chargeable, subject to any remissions.
- Trip Refund Policy can be found in [Appendix 2](#)

Hiring

- The full costs of hiring the premises will be charged to all users of the Academy.
- The basis for charges are set and reviewed annually by the Executive Finance Committee of the Trust.
- Terms and Conditions of hire covering the hire of Academy premises are available from the Academy Finance Office. Please see Hiring policy ([Appendix 3](#)) for details
- All Hiring will be quoted for on an individual basis to ensure full cost recovery plus an element of profit, which is consistent with other similar Hiring.

Reprographics

- The Academy provides a reprographics service at Swavesey Village College which is available to the public.
- The scale of charges are set and reviewed annually by the Executive Finance Committee of the Trust.

Musical Instrument Tuition

- Charges will be made for musical instrument tuition provided to individual pupils or in groups of up to four pupils. This tuition is an optional extra. (No charge would apply for musical instrument tuition which is an essential part of the National Curriculum or part of the Academy's basic curriculum for religious education)
- Most musical tuition is provided direct from external tutors under contract with the parents and Academy staff will only deliver this on occasion.
- Students in receipt of free Academy meals will be provided tuition at no cost, the Academy will fund this in full.

Unpaid Charges

- In circumstances where legitimate charges have been clearly notified to the relevant debtor but continue to remain unpaid, the Academy reserves the right to carry out following actions:
 - Issue a gentle reminder letter requesting payment within ten days
 - If payment continues to remain outstanding, a second, 'Notice of Intended Proceedings', letter will be issued requesting payment within seven days. The letter will clearly state the Academy's

intention to pursue the matter through the Small Claims Court and the possible effects of such an action (for example the inability to obtain future credit)

- If payment continues to remain outstanding, the Principal will decide whether it is appropriate to instruct the Academy's legal representative to issue a County Court Summons in order to recover the outstanding debt. No further warnings will be issued to the debtor
- The Academy reserves the right to cancel / disallow the relevant students and their siblings from participating in any non-curricular activities whilst any of the above debt recovery processes are being undertaken
- Entries in the Hiring Diary specific to the debtor, will be suspended with immediate effect as soon as the 'Notice of Intended Proceedings' letter has been posted. The decision whether to reinstate any future bookings will remain at the Academy's discretion

Academy Shop – trading (where applicable)

Elements to be included within costs apportioned to Academy shop:

- Costs of items/service as charged to the Academy
- All delivery costs
- The risk of not selling all items purchased with a view to sale.
- Cash/stock handling costs – including online payments charges, banking, accountancy charges, audit charges.
- Premises related costs – modifications
- Software costs
- Set up costs relating to Academy shop
- Equipment needed to deliver the service (eg: Lockers)

Areas covered by this policy

- Academy Shop
 - Uniform
 - Stationary items (eg: pencils, pens, rulers etc)
 - Calculators
 - Revision Guides
 - Workbooks
 - Student Planners (replacements)
 - ICT equipment – including memory sticks
 - Folders (eg: Art & DT)
- Lockers (where provided and charged)
- Examinations
- Photographs
- UCAS registration (reimbursements)
- Reprographics
- Hiring – including sports and Fitness Centres
- Trips

VAT – charged in accordance with HMRC Guidelines and Accountants recommendations.

Cross reference to:

- Trips Policy for each Academy

Appendices

- Financial Support Application Form – [Appendix 1](#)
- Academy Trips – Refund Policy – [Appendix 2](#)
- Hiring Policy – [Appendix 3](#)

Appendix 1

Cambridge Meridian Academies Trust - Financial Support Application 2014-15

Name

Students Name:

Form:

Address:

Details of the trip / educational resource you are applying for and the cost

Item	Cost

Explanation of financial hardship

(Please attach any evidence you feel would support your application)

Signature.....

Date.....

Application meets criteria:

SLT member to sign

Funds available to meet request:

Finance Manager to sign

Appendix 2

Academy Trips – Refund Policy

UK Day Trips / UK Residential / Abroad

General

- No refunds issued 4 weeks prior to departure- but see below for details and any exceptions.
- Any refund not covered by the circumstances below will be at the sole discretion of the Academy.

Cancellation of a Trip by the Academy

- Refund in full

Change of Trip date by the Academy

- Deposits/Instalments refunded on request

Pupil withdrawn from Trip by Parent/Carer – for any reason other than those covered by Trip Insurance* including personal issue, friendship issue or non-attendance

- If replacement pupil found then a full refund of sums paid less an admin fee of £3 and any extra costs charged to the Academy as a result of the change. (i.e. name change on flight)
- If replacement not found - no refund

*Covered by Trip Insurance circumstances include -death in the family, illness or injury

- Full refund – less admin fee of £3 and any insurance excess

Pupil excluded from Trip because of behaviour issues / other issues

- No refund – however if there are individual circumstances to be taken into account these will be considered by the Principal

Appendix 3

HIRING POLICY

1.0 STATEMENT OF GENERAL POLICY

- 1.1 All applications for the letting of Academy premises shall be made using the Hiring booking forms.
- 1.2 A designated member of the site staff team will be responsible for locking/unlocking the premises in respect of all Hiring.
- 1.3 An Initial Incident Action Card will be issued to all Hirers to be used in the event of an emergency.

2.0 TERMS & CONDITIONS

The terms and conditions on which the premises are let shall be as follows:-

2.1 BOOKINGS & FEES

- (a) All Applications for the hiring of Academy premises must be made through the **individual Academy** using the appropriate *Booking Form*.
- (b) Bookings can normally only be accepted for up to 6-months in advance.
- (c) A Booking will only be accepted, subject to availability, upon completion of a Booking Form and signed indemnity. All bookings will be confirmed, **in writing**. (*Please do not make any arrangements until you have received written confirmation.*)
- (d) The fees charged will be those in force on the day(s) of the hiring; the scale of charges is normally revised with effect from **1st September** each year by the Academy trust Finance Committee.
- (e) All charges are inclusive of caretaking, cleaning, lighting, heating and water (where applicable).
- (f) Demountable staging will be charged for based upon the time taken to set up and dismantle
- (g) Self-catering is only permitted by arrangements with the Academy. The Academy kitchen is available for hire by special arrangement

- (h) The premises are subject to the normal Sunday trading laws under the Sunday Trading Act 1994 and only restricted items may be sold on a Sunday
- (i) Hirers wishing to make use of the sound and lighting facilities will have to pay for the hire of the College technician to operate these. Hirers are NOT permitted to use any stage lighting
- (j) The Trust will not let Academy premises to any hirer without first ensuring that such organisations understand the Trust's child protection procedures, including the appropriate procedures regarding confidentiality.
- (k) All charges will be invoiced and are payable within **14 days** of Invoice Date.
- (l) The hirer shall not assign the benefit or burden of the hiring or sub-let the premises or any part thereof.

2.2 DEPOSIT

- (a) A non-refundable deposit of **20%** of the hire charge is required at the time of booking. (Cheques to be made payable to "**Cambridge Meridian Academies Trust**")

2.3 CANCELLATIONS

- (a) Notice of cancellation must be given, in writing, to the **local Academy** at least 14 days before the hiring date. If notice is not received in time then the Hirer will be liable for any costs incurred. Deposits are non-refundable.
- (b) The Trust reserves the right, by notice to the hirer, to terminate the hiring at any time for reasons outside of their control and to return to the hirer any monies paid by way of deposit. The Trust shall not be under any liability to the hirer for any loss or damage they may sustain arising out of such termination. During the Christmas, Easter and Summer holiday periods Hiring may be refused in order that cleaning, redecoration and other essential work may be carried out. Hiring may also be refused when the facilities are required for examination purposes.

2.4 PUBLIC LIABILITY INSURANCE

- (a) All Hirers must have adequate **Public Liability Insurance** cover as a condition of the Letting. Please enclose a copy of your own cover with this application.

2.5 HIRERS' RESPONSIBILITIES

The Hirer shall:

- a) vacate the premises by the time stated on the Booking Form.
- b) obtain the necessary licence if alcohol is to be sold, a copy of which must be submitted to the Academy at least a week before the event.
- c) ensure that they have made appropriate arrangements for the provision of entertainment licence/s in particular elements that are not covered by the Academy's Entertainment Licence a copy of which is displayed in the entrance to the Academy
- d) be responsible for obtaining the licence of the owner of the copyright of any dramatic or musical work intended to be performed or sung and must indemnify the Academy against any infringement of copyright.
- e) A copy of all licences must be provided to the Academy prior to hire
- f) If any part of the premises are to be used for purposes of gaming, or games of chance of any description, the Hirer shall be responsible for securing that the provisions of the Betting, Gaming and Lotteries Act 1963, the Gaming Act 1968 or any subsequent amending Act are fully observed and complied with.
- g) Where premises are not licensed under the Cinematography Acts no inflammable films or materials of any inflammable nature shall be used.
- h) ensure that any equipment brought onto the premises and used is safe and meets the standards of any statutory requirements regarding its serviceability, control and use.
- i) fireproof all scenery and props etc to be used in any performances, in accordance with instructions issued by the Fire Officer.
- j) **Environment:** Observe the Trust's '**NO SMOKING POLICY**'. All those who use the premises are kindly asked to refrain from smoking on the premises at all times. We also operate a '**Gum Free**' zone on the entire site and chewing gum is banned throughout the Academy campus, (including grounds).
- k) observe the Academy's **Health & Safety Policy**. A copy is provided to the hirer with each booking
- l) comply with all applicable notices and signs.
- m) immediately evacuate the premises by the nearest Fire Exit on the sounding of the **Fire Alarm**. (*The Fire Alarm is a continuous ringing of the Academy bell*). A copy of the fire evacuation guidance is provided to hirers.

- n) inform the Caretaker / *Site Officer* immediately of any **accidents/incidents**.
- o) leave the premises and equipment as found.
- p) If any additional expense is incurred, arising from the letting, or any extra cleaning becomes necessary as a consequence of the use of the premises, the person/organisation hiring the Academy will be responsible for any such expense and charged accordingly.
- q) Persons hiring premises or grounds will be held responsible for any damage to buildings, furniture, equipment or other property and a claim for the reinstatement, replacement or repair of such will be made whether as a result of the negligence of the Hirer or his/her invitees, employees or agents during the period of hire. The Hirer shall be deemed to have undertaken to pay the cost of such reparation by signing this hire agreement. **Please note** that no nail or fastening of any kind shall be driven or put into any wall, partition, pillar or other fittings or furniture.
- r) In respect of Item 2.4 the Hirer will be expected to insure this risk and hold legal liability insurance to cover claims directly arising from their group or organisation's activities.
- s) The Hirer is responsible for the supervision of all persons attending the premises for the purpose of the hiring whilst they are on the premises or on any part of the Academy's site, and for preserving good order.
- The Hirer shall provide such number of attendants and stewards as may be necessary to secure the efficient supervision of the premises during the hiring, including:-
 - the orderly and safe admission on departure of persons to and from the premises and the orderly and safe clearance of the premises in case of emergency.
 - the safety of the premises and the preservation of good order and decency therein.
 - ensuring that all doors giving egress from the premises are kept unfastened and unobstructed and are immediately available for exit during the whole time the premises are in use.
 - During the period of the hire a Caretaker / Site Officer will be on duty
- t) The Trust cannot allow the Hirer to use ladders or scaffolding unless they hold a recognised certificate to show that they have been adequately trained to do so.

- u) The Trust cannot accept responsibility for any loss, damage, accident or injury arising during the Hirer's use of the premises, or to any member of the Hirer's party and the hirer shall indemnify the Academy trust against all claims, demands, actions or proceedings.
- v) Car Parking is available at the Academy. All hirers must ensure that vehicles are parked in designated parking spaces only; vehicles should never be parked on the grass. All vehicles are parked at the owner's risk. The Trust accepts no responsibility for theft or damage to vehicles while parked on the premises.

3.0 **FORM OF AGREEMENT & INDEMNITY**

3.1 A Booking Form must be completed for each letting, giving full details of use of premises/equipment.

3.2 The following indemnity will be included on the Booking Form and must be signed by the Hirer before the booking can be accepted:-

"I certify that I am over 18 years of age. I have read and agree to be bound by the Terms & Conditions of Hire, for the time being in force, and I accept responsibility for the observance of the conditions and agree to pay on demand the letting charge hereby incurred.

I hereby indemnify Cambridge Meridian Academies Trust against all claims in respect of injury, loss or damage (including damage to the premises and equipment) arising from this letting.

(In requiring this undertaking the Trust does not seek to absolve itself or any employees from liability as owners/occupiers of the premises.)"

3.3 The Trust reserve the right to refuse any booking which is deemed unsuitable.