



# **University Academy Keighley**

## **Charging and Remissions Policy**

**‘Inspiring Education in the Bradford District’**

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## **1.0 Roles and Responsibilities**

1.0 The Governing Body of the Academy is responsible for determining the content of this policy and the Principal for implementation. Any determination with respect to individual parents/carers will be considered jointly by the Principal and Governing Body. While the responsibility for the implementation of this policy and provision rests with the Principal, on an operational basis, the management, responsibility and evaluation of this policy is undertaken by the **Operations Manager**.

## **2.0 Suggested Audience:**

**All Staff and parents**

## **3.0 University Academy Keighley Mission Statement**

**'Inspiring Education in the Bradford District'**

## **4.0 Aim**

4.1 The aim of this policy is to set out what charges will be levied for activities, what remissions will be implemented and the circumstances under which voluntary contributions will be requested from parents/carers.

## **5.0 Activities for which charges cannot be made**

5.1 The Governing Body recognises that legislation prohibits charges for the following:

- Education provided during Academy hours (including the supply of any materials, books, instruments or other equipment).
- Education provided outside Academy hours, if it is part of the National Curriculum, or part of a syllabus for a prescribed public examination that the student is being prepared for at the Academy, or part of religious education.
- Tuition for students learning to play musical instruments, if the tuition is required as part of the National Curriculum, or part of a syllabus for a prescribed public examination that the student is being prepared for at the Academy.
- Entry for a prescribed public examination, if the student has been prepared for it at the Academy.

- In exceptional circumstances examination re-sits and at the discretion of the Principal.
- Education provided on any trip that takes place during Academy hours that is part of the National Curriculum or an examination.
- Education provided on any trip that takes place outside Academy hours if it is part of the National Curriculum, or part of a syllabus for a prescribed public examination that the student is being prepared for at the Academy, or part of religious education.
- Supply teachers to cover those teachers who are absent from the Academy accompanying students on National Curriculum or Examination Courses.
- Transporting registered students to or from the Academy premises, where in the past, the local education authority has had a statutory obligation to provide transport.
- Transporting registered students to other premises where the Governing Body or in the past, the local education authority has arranged for students to be educated.
- Transport that enables a student to meet an examination requirement when he or she has been prepared for that examination at the Academy.

## **6.0 Activities for which charges may be made**

- 6.1 The Governing Body and Principal will consider asking parents/carers to meet the costs of the activities detailed below. The charges will be made after consultation with parents/carers, will not exceed the cost of the provision and will be proportional for each student. Lessons / activities will not be confirmed until parental/carers agreement has been received, ideally by return of a signed reply slip.

Activity	Note
Board and lodging on residential trips	Information about activities and costs to be distributed to parents/carers well in advance of any trip, to enable financial planning by the family to take place
<p>The proportionate costs for any student on activities wholly or mainly outside Academy hours ('Optional extras') to meet the costs of:</p> <ul style="list-style-type: none"> <li>• Travel</li> <li>• Materials and equipment</li> <li>• Non teaching staff costs</li> <li>• Entrance fees</li> <li>• Insurance costs</li> </ul>	
Vocal and musical instrumental tuition	Charges to cover the additional costs incurred by the Academy, beyond any element covered by public funding
Re-sits for public examinations where no further preparation has been provided by the Academy	
Examination fees where a student fails without good reason to sit an exam	After consultation with parents/carers
Examination fees where a student chooses to re-sit an examination without valid reason.	
Any other education, transport or examinations where no further preparation has been provided by the Academy	
Any other education, transport or examinations fee unless charges are specifically prohibited	
Breakages, repairs and replacements as a result of damage caused wilfully or negligently by the student	Charges will be made after consultation with parents/carers and will not exceed total replacement /repair costs
Extra-curricular activities and clubs	Charges to cover the additional costs incurred by the Academy, beyond any element covered by public funding
Any extended Academy activity	Charges to cover the additional costs incurred by the Academy, beyond any element covered by public funding

Damage/ vandalism / loss to and of Academy property or services	Charges will be made after consultation with parents/carers and will not exceed total replacement /repair costs
Replacement of any damaged parts caused by students setting off fire alarms for a prank	A charge of £100 will be made to a student who deliberately triggers the fire alarm knowing there to be no fire.

6.2 The Academy will make every effort to ensure that all information details costs and activities as simply and clearly as possible and is communicated well in advance, to enable families to plan for these charges.

## 7.0 Remissions

7.1 Students whose parents/carers are in receipt of the following support payments will, on addition to having a free Academy lunch entitlement, also be entitled to the remission of charges for board and lodging costs during residential and other Academy trips.

7.2 The relevant support payments are:

- Income Support
- Income Based Jobseeker's Allowance
- Support under Part VI of the Immigration and Asylum Act 1999
- Child Tax Credit, where the parent/carer is not entitled to Working Tax Credit and whose annual income (as assessed by the Inland Revenue) does not exceed £16,105 for 2017-2018 (in respect of this item, account will need to be taken of any revision to the amount)
- Guarantee element of State Pension Credit
- Universal Credit

7.3 All letters to parents/carers regarding activities which request a parental/carer contribution will include a statement inviting those parents/carers receiving any of the benefits above to contact the Academy in confidence if they would like their child / children to participate, giving details of the relevant benefit, so if necessary the Academy can confirm this.

## **8.0 Voluntary Contributions**

- 8.1 The Principal may ask parents/carers for a voluntary contribution to support Academy activities.
- 8.2 The terms of any request made to parents/carers will specify that it is a voluntary contribution and in no way represents a charge. In addition, the following will be made clear to parents/carers:
- a) That the contribution is genuinely voluntary and a parent/carer is under no obligation to pay.
  - b) That registered students at the Academy will not be treated differently according to whether or not their parents/carers have made any contribution in response to the request.
  - c) The activity may not take place if insufficient contributions are made.
- 8.3 The responsibility for determining the level of voluntary contribution is delegated to the Operations Manager, under the direction of the Principal.
- 8.4 The Head of Communities will have the responsibility for determining which students attend an activity.

## **9.0 Lettings**

The Academy will make its facilities available to outside users and the community at a charge of at least the cost of providing the facilities. The scale of charges will be determined annually by the Finance and General Purposes Committee. For users connected to the Academy, the charge will be based on the site staff overtime costs.

N.B. Scale of charges to be reviewed and publicised in the Autumn Term of 2017 following occupancy and assessment of the new buildings efficiency and facilities.

## **10.0 Other charges**

The Principal, Sponsors, Finance and General Purposes Committee or Governing Body may levy charges for miscellaneous services up to the cost of providing such services e.g. for providing a copy of an OFSTED report.

## **11.0 Academy Meals**

- 11.1 The Governing Body will determine and publish annually the price to be charged for Academy meals.

## **12.0 Monitoring and Review**

- 12.1 The Operations Manager is responsible for monitoring all aspects of this policy. An annual written report will be made to the Governing Body, giving precise figures around charges and parental/carer contributions.

## **12.2 Approval by the Governing Body and Review Date**

- 12.3 This policy has been formally approved and adopted by the Governing Body at a formally convened meeting

Policy approved: \_\_\_\_\_

(Chair of Governing Body)

Date: 10.7.2018

Date of Policy review: July 2019



# **UNIVERSITY ACADEMY KEIGHLEY LETTINGS CONDITIONS OF USAGE AND HIRE AGREEMENT**

## **Definition of a Hiring**

A hiring may be defined as 'any use of University Academy Keighley (UAK) premises by either a community group or a commercial organisation, regardless of whether a hiring fee is charged. It must not interfere with the primary activity of UAK, which is to provide a high standard of education for all its pupils.

## **Charges for a Hiring**

UAK is responsible for setting the charges for the hiring of the Academy's premises.

## **Applying for use**

Application to use UAK premises should be made to the Lettings Manager. The Operations manager will resolve any conflicting requests for the use of the premises, with Academy functions always receiving priority. The Operations Manager is responsible for the management of lettings but may delegate all or part of this responsibility to other members of staff, whilst retaining overall responsibility. If the Operations Manager has any concern about the appropriateness of a particular request for a letting, they will consult with the Principal who has the authority to determine the issue on behalf of the Governing Body. The Governing Body has the right to refuse an application and no letting should be regarded as 'booked' until approval has been given in writing. No public announcement of any activity or function taking place should be made by the organisation concerned until the booking has been confirmed in writing.

## **Hire Agreement**

Once a hiring has been approved, a letter will be sent to the hirer, confirming the details of the letting, along with a copy of the terms and conditions and the hire agreement. The hire agreement must be signed and returned to the Academy at least 21 days before the event. It should be signed by a named individual and the agreement should be in their name, giving their permanent private address. The hire agreement (with the terms and conditions of hire of the Academy premises attached thereto) will be signed in duplicate by the hirer and on behalf of UAK. The signature of the hirer is an acknowledgement that they will abide by the terms and conditions of the agreement. The named individual applying to hire the premises will be invoiced for the cost of the letting.

## **VAT Regulations relating to the use of Sports Facilities**

The letting of Academy sports facilities is standard rated for VAT purposes. However, if the conditions detailed below are fully met, the letting may be exempt from VAT (VAT Notice 742). The conditions are:

1. The series of letting is for 10 or more sessions
2. Each session is for the same sport or activity
3. Each session is at the same place

4. The interval between each session is at least one day and not more than fourteen days. The duration of the sessions may be varied. There is no exception for intervals greater than 14 days through the closure of the facility for any reason.
5. The series is to be paid for as a whole and there is written evidence to the fact. This must include evidence that payment is to be made in full whether or not the right to use the facility for any specific session is actually exercised. Provision for a refund given by the provider in the event of the unforeseen non-availability of their facility would not affect this condition.
6. The facilities are let out to a school, club, association or an organisation representing affiliated clubs or constituent associations, such as a local league.
7. The person to whom the facilities are let has exclusive use of them during the sessions.

### **Conditions of Hire**

1. Any movement of furniture required must be undertaken by the hirer under the direction of the Lettings staff of UAK. No furniture or apparatus is to be used without prior permission.
- 2 The authorised hirer is responsible for those attending the function and in particular for leaving the site in a quiet and orderly fashion by the time stated in the booking agreement and by the designated entrance/exit.
- 3 Vehicles should only be parked in suitable car parking bays and the use of Disabled bays is restricted to those entitled and whilst displaying the appropriate blue badge.
4. All vehicles are to abide by the road traffic laws, observing the one way system and by utilising the correct entrance/exit gates.
5. Where large volume car parking is required, the hirer must undertake the proper stewarding and control of the parking area in collaboration with the site staff / police where necessary. The hirer must maintain safe entry and exit from the premises and provide and maintain clear access for emergency vehicles and service vehicles.
6. No alcoholic drinks may be consumed or brought onto the premises unless written permission has been applied for and received from the Governing Body. No alcoholic drinks may be sold without a magistrate's license, and this must be shown in advance to the Governing Body. Safety regulations require that no alcoholic drinks are stored or consumed in the kitchen area.
7. The hirer is responsible for, the protection of the premises of UAK from damage, for the good behaviour of all associated users, and ensuring that alcoholic drinks (where permitted) are consumed in moderation when brought onto the premises for any organised function.
8. The hirer is responsible for ensuring that all areas are left clean and tidy and are in a suitable condition for the next letting or the next school day. This includes all outside areas and indoor areas. If this is not found to be the case the hirer will be charged a penalty sum to cover costs of any repairs or additional cleaning that may be required.

9. UAK staff are not permitted to accept hospitality gifts, either cash or in kind, at any time. We request that no gifts of this nature are offered.

10. No confetti or rice is to be thrown on the premises.

11. Only adults preparing food are permitted access to the kitchen, where an agreement has been made. Kitchen regulations must be adhered to at all times. It is the responsibility of the hirer to ensure that the kitchen certificate is signed at the beginning and the end of the letting.

12. UAK's 'No Smoking Policy' must be adhered to at all times.

13. The hirer must report to the Lettings Staff at the beginning and the end of their hire period.

14. The hirer must provide proof of adequate insurance on their part.

15. The hirer will adhere to all aspects of the UAK lettings policy at all times through the procedure of applying for and accepting a let on our premises.

16. The hirer's signature on the application form confirms his/her agreement of the above conditions of booking and all other aspects of the UAK Lettings Policy. The hirer will adhere to all Health and Safety requirements as required by UAK.

17. Be respectful to all site visitors and staff. Abuse of any kind will not be tolerated.

18. No food or drink is only allowed in any area except those areas designated as social areas, unless prior written permission has been granted.

19. No animals are allowed on site with the exception of service animals.

20. Foul language is not be used on site; the facility is used by many children and the use of such language may result in a request to leave the facility.

21. Appropriate footwear must be worn in all sports areas of the Academy. **Please see below for the rules on artificial grass pitch.**

#### **ARTIFICIAL GRASS PITCH**

- No food / chewing gum
- No smoking
- No dragging of equipment or bags
- Always wear clean suitable footwear
- No climbing on the fences
- No climbing on or sitting on the goalposts
- No spectators directly on the pitch side.
- No music to be played
- If moving a goal, it is to be returned to the previous location
- No music to be played
- No foul language
- Be respectful to other site users
- Allow runners their right of way when crossing the track.