

LONDON BOROUGH OF HAVERING



**ST. URSULA'S
CATHOLIC PRIMARY SCHOOL**

CHARGING AND REMISSION POLICY

*“With God at the heart of our St Ursula’s family, we welcome all as
we learn and grow together”*

Spring 2024

CHARGING FOR SCHOOL ACTIVITIES

Introduction

The LA or Governing Body may not levy any charges to pupils or their parents unless it has drawn up a statement of general policy on charging. The basis on which charges are made needs to be made clear to parents as should the eligibility criteria for support. Parents have a right to ask for this information and it is commended that a summary be included in the prospectus published by the school. If a charge is made for each pupil this should not exceed the actual cost of the activity. If further funds need to be raised, for example, to help in hardship cases, this must be by voluntary contributions or general fundraising.

The permitted charge may include an allowance for the costs of teachers from the school who supervise the activity only if those teachers have been given a separate contract to provide the optional extra. A contract need not be a formal document. It could be simply a letter to a teacher asking him/her to provide a service on a particular occasion.

Considerations

a) Education during school hours

No charge can be made for admitting pupils to maintained schools and this includes the cost of materials, equipment and transport provided in school hours to carry pupils between the school and an activity. School hours are those when the school is actually in session and do not include the lunchtime, which is not part of the school day. Details of the timings for the school day must be included in the prospectus as published by the school.

Nursery Education

See **Appendix 1** for full details of all charges.

b) Musical Instrument Tuition

There is an exception to the rule about not charging for activities in school hours. Charges may be made for teaching either an individual pupil or groups of up to four to play a musical instrument if the teaching is not an essential part of either the National Curriculum or a Public Examination syllabus being followed by the pupil.

c) Voluntary Contributions

Although schools cannot charge for school time activities subject to the musical instrument tuition as above, they can invite parents and others to make voluntary contributions. All such requests must make it clear to parents that the contributions are to be made on a voluntary basis and that the children of parents who do not contribute will not be treated any differently. If a particular activity cannot take place without some help from parents, then it should be explained to them at the planning stage. Where there are not enough voluntary contributions to make the activity possible and there is no way to make up the shortfall then it must be cancelled.

d) Education outside school hours

Parents can only be charged for activities that happen outside school hours when these activities are not a necessary part of the National Curriculum or syllabus for an approved examination or religious education. Sometimes an activity may happen partly during and partly outside of school hours. If most of the time spent on a non-residential activity occurs during school hours then that activity counts as taking place entirely in school hours and no charge may be made.

e) Residential Activities

For residential activities taking place largely during school time or which meet the requirements of the syllabus for a public examination, or is to do with the National Curriculum or religious education, no charge may be made either for the education or for the cost of travel. However, charges can be made for board and lodging in these circumstances except for pupils whose parents are receiving Income Support, Working Families Tax Credit, Disabled Persons Tax Credit or income-based Job Seekers allowance. The Headteacher should tell all parents of the right to claim free activities if they are receiving these benefits.

f) Public Examinations

No charges may be made for entering pupils for public examinations that are set out in regulations.

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 school;
- The examination is not on the set list but the school arranges for the pupil to take it;
- A pupil fails without good reason to complete the requirements of any public examination where the governing body or LA originally paid or agreed to pay the entry fee.

Charging is allowed for tuition and other costs if a pupil is prepared outside school hours for an examination that is not set out in regulations.

g) Charges

Charges levied for any of the above must not exceed the actual cost of the activity.

h) Refunds

Refunds will only be given where there is a profit made of over £10.00 per child.

Appendix 1

Nursery Charging Policy

Top Up Session Fees	£85.00 for 15 hours per week top up. £20.00 per session for occasional top up, if space is available, which needs to be booked and paid for 24 hours in advance.
Nursery Lunchtime Provision for all Full Time sessions	You will be required to pay £5.00 per day to cover lunchtime provision if your child attends full time. This is due to the lunchtime not being covered within your 30 hours funding. We ask that this is paid half termly via Schoolcomms.
I agree to my 15 or 30 hours free entitlement funding to be paid to St Ursula's Catholic Infant Nursery.	If I do not adhere to the notice period, as stated in this agreement, I agree that I will be liable for the cost of funding at this or any other provider. If I do not inform any additional settings that an agreement is in place at St Ursula's Catholic Primary School Nursery and has been breached, then I am liable for the cost of the funding at any other provider.
Notice required to terminate the contract of topped up fees to full time provision	One month (whether it is you or us who wishes the Child to stop attending, one month's written notice is required to be given) in order for the funding to follow my child if they move to another provider during the funded term.

1. Charges and payment

- You shall pay the charges as set out in Part A.
- Top up payments will not be refunded even if the Child is absent.
- Nursery Lunch Provision payments will **not** be refunded even if your child is absent.
- We will not charge for bank holidays and/or staff training days.
- VAT is not charged on Nursery fees (Nursery provision is an exempt supply for VAT purposes).
- The quoted charges are per Child, per core day. They do include a snack but do not include lunch. You must provide your child with a healthy packed lunch for any full day session they attend.
- Extra sessions will be charged at £20.00 per session and must be booked, and paid for, at least 24 hours in advance. Full time top up sessions are available at £85.00 per week.

- All payments must normally be made via Schoolcomms, our payment and communication system. We may, on occasion, agree to payment by cash, but it is your responsibility to obtain a receipt from the School Business Manager as proof of payment. No payment shall be deemed to have been made until it is cleared into our bank account. If payment fails, we may charge a reasonable administration fee (**currently £20**).
- We may increase our charges once per year. We will give you written notice of any such increase one month before the proposed date of increase.
- Without restricting any other legal right that we may have, if you fail to pay us on time, we may:
 - 1..1 Make an interest charge of up to 1.5% per cent per month or part month on late payment. Unless otherwise notified to you in writing, interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us the interest together with the overdue amount. In addition we will be entitled to recover from you the full amount of our administrative and other costs incurred in recovering any unpaid sum including legal costs and disbursements on an indemnity basis.
 - 1..2 Charge you a reasonable administration fee (**currently £20**).
 - 1..3 Suspend all Services until payment has been made in full, which will include the suspension of the Child, or even terminate the contract permanently.
- If you owe us any money, and make a claim against us, we may set off what you owe us against what you are claiming from us.

2. Free Nursery education

- If you wish to take up your free Nursery education, you are required to complete and sign a Parental Declaration at the start of the academic year, regarding your use of free sessions at St. Ursula's Catholic Nursery.
- Our charges will not be made in respect of the free sessions as detailed in the Parental Declaration, but we are entitled to make a reasonable charge for additional activities provided during any free session.

3. Welfare of the Child

- We will do all that is reasonable to safeguard and promote the Child's welfare and to provide care to at least the standard required by law and often to a much higher standard.
- We will respect the Child's human rights and freedoms which must however, be balanced with the lawful needs and rules of our nursery and rights and freedoms of others.

- Your consent to such physical contact as may be lawful accord with good practice, and be appropriate and proper for teaching and instruction and for providing comfort to a Child in distress, or to maintain safety and good order, or in connection with the Child's health and welfare.
- Parents of Children who are not toilet trained must provide disposable nappies/pull ups and wipes.
- As regards behaviour management techniques and sanctions, please refer to the Nursery's Promoting Positive Behaviour Policy. Please ask for a copy of it if necessary.
- The Nursery uses emergency procedures for accidents, evacuations, incidents and allergic reactions, please refer to the individual policies and procedures and ask for a copy where required.

4. Health and medical matters

- If the Child becomes ill during the Nursery session the Nursery will contact you, or the emergency contact indicated on the registration form. You **must** inform us immediately of any changes to these contact details. If your child requires urgent medical attention while under our care we will, if practicable, attempt to contact you and obtain your prior consent. However, should we be unable to contact you we shall be authorised to make the decision on your behalf should consent be required for urgent treatment recommended by a doctor.
- If the Child is suffering from a communicable illness, he/she should not be brought to the Nursery until such time as the infection has cleared.
- You must notify the Nursery if the Child is absent from the Nursery through sickness.
- If the Child has been sent home from the Nursery because of ill health, he/she will not be re-admitted for at least 24 hours. If the Child is prescribed antibiotics, he/she will not be allowed to return to the Nursery for 48 hours. If your child is sent home due to sickness or diarrhoea they cannot return for 48 hours from the last episode.
- Only prescribed medication from the Doctor/Hospital can be administered by staff in school. Paperwork will need to be completed giving your authority to administer any prescribed medication.

5. Food/dietary requirements

- Parents of children staying for full time sessions will provide a healthy packed lunch daily. No packed lunches supplied by parents will be heated up by us.

6. Reporting of neglect or abuse

- We have an obligation to report to the relevant authorities any suspicions we have that your Child has suffered neglect or abuse, and where necessary we may do so without your consent and/or without informing you.

7. Limitation of liability

- This clause sets out our (and our employees', agents', consultants' and subcontractors') liability to you in respect of the contract (including any breach of it, any statement we make to you about it, our termination of it).
- All terms implied by law are, to the fullest extent permitted by law, excluded or deleted from the contract.
- Nothing in these terms and conditions in any way limits our liability for fraud, or for death or personal injury resulting from negligence.
- We shall not be liable for:
 - 7..1.1 Any loss or damage to any toys, equipment or bags, clothing etc. you may bring into our Nursery;
 - 7..1.2 Loss of any profits, or consequential loss; or any other indirect loss; and
- Subject always to clause 13.1, our total liability (in contract, tort including negligence or breach of statutory duty, or otherwise) shall be limited to cumulative price paid by you for the Services over the course of the contract.

8. Data protection

- We may take photographs and/or videos of your Child for promotional or training purposes only. If you do not wish for your Child to be included in such photographs or videos, please inform us by completing the 'permission form' given to you on enrolment, or by writing to the Nursery.

9. Security

- Parents are welcome to visit the Nursery, but we will not admit anyone without prior notification. It is your responsibility to ensure that we are aware of who will be collecting your Child. No Child will be allowed to leave the building with any person who has not been notified as an authorised person to collect the Child on your behalf.

10. Complaints and concerns

- Please address any complaint or concern to the teacher in charge, in the first instance, and if the matter is not resolved within a reasonable period, please refer it to the Early Years Assistant Head and following that the Headteacher. If matter has not been resolved refer to the Chair of Governors. Please also refer to our complaints and compliments policy which shall apply to any complaints received by us.

11. Events that are beyond our control

- If any event beyond our reasonable control (e.g. a fire, flood, E-Coli outbreak, strike, civil action, act of terrorism, war etc.) occurs, for which we have business interruption insurance, we may close the Nursery without liability to you and we will consider refunding any prepaid fees for the time the Nursery is closed. We will keep you informed, in such an event.
- If it is, in our reasonable opinion, necessary or in the interests of the Child to do so, we may close the Nursery. Sessions already paid for on that day/s will not be refundable. For example, we may close because of severe weather conditions, outbreak of flu, swine flu or other illnesses etc.

HAVING'S POLICY ON CHARGING AND REMISSIONS

Introduction

Given that all schools are now responsible for their own budgets under the Fair Funding scheme of financial delegation charging and remission is in the main a matter for governing bodies, subject to compliance with the statutory requirements as described above. The Authority's policy would only be directly relevant where it had used its powers to suspend financial delegation. In that event the Authority's policy, as set out below, would operate. However, the main purpose of the policy is to provide useful guidance for Governing Bodies who may adopt without amendment or with such variations as they think fit, providing that they comply with the law. A separate policy statement on music tuition is in place for the Havering Music School.

Individual Music Tuition

A charge will be made to parents of pupils receiving individual tuition or in groups of up to four pupils in the playing of any musical instrument, except where the tuition is essential to fulfil either the requirements of the National Curriculum or a syllabus for a prescribed public examination. Voluntary contributions may, however, be sought. Where a charge is made it will include all teaching costs and the cost of sheet music and any other relevant items and the hire and insurance of the musical instruments.

Charges will be remitted in full for individual or small group music tuition for a pupil whose parents are in receipt of Income Support, Working Families Tax Credit, Disabled Persons Tax Credit or an income-based Job Seekers allowance.

Board and Lodging

Where a school activity requires pupils to spend nights away from home the Authority will make a charge for board and lodging in all cases whether or not the residential trip is deemed to have taken place in school hours.

Charges will be remitted in full for board and lodging for pupils whose parents are in receipt of Income Support, Working Families Tax Credit, Disabled Persons Tax Credit or an income-based Job Seekers allowance.

Residential Visits

Charges will only be made for the costs of such visits if they are largely out of school time and are not required by the National Curriculum, the syllabus for a public examination or for statutory religious education purposes.

Charging for Finished Products

A charge may be levied to cover the costs of materials/ingredients for subjects such as design or food technology where parents have indicated in advance that they would like their child to bring home the finished product.

Public Examinations

Charges may be levied for:

- 1) The cost of any entry fee for any examination for which a pupil has not been prepared by the school.
- 2) The costs arising from a parental request for the reassessment of an examination script or associated material
- 3) The costs of any examination entry fee for an examination that is not on the set list but the school arranges for the pupil to take it.
- 4) The cost of the examination entry fee where a pupil fails without good reason to complete the requirements of any public examination where the governing body had originally paid the fee.

Charges may also be made for tuition and other costs if a pupil is prepared outside school hours for an examination that is not set out in regulations.

Non Residential Visits

Charges will only be levied where the activities are provided wholly or mainly outside of school hours and where they are not a necessary part of the National Curriculum or syllabus for an approved examination or religious education. The charges will include:

- 1) The pupil's travel costs
- 2) Materials, books, instruments and any other equipment
- 3) Any additional staff costs
- 4) Entrance fees to museums, theatres etc
- 5) Insurance costs