

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”

Autumn 2019

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 Nursery Contract and 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 head 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

Parent Contract and Terms and Conditions

PART A

This contract is between:

(1) St Ursula’s Catholic Nursery School the principal address of which is ;
Straight Road, Harold Hill, Romford Essex RM3 7JS

and

(2) _____
of _____

The Terms and Conditions in Part B apply to this contract. Please read them carefully.

Child or Children					
Hours of attendance (tick as appropriate)	Mon am pm	Tues am pm	Wed am pm	Thurs am pm	Fri am pm
Top Up Session Fees	£75.00 for 15 hours per week top up. £20.00 per session for occasional top up which needs to be booked and paid for 24 hours in advance.				
Charges / procedures for late collection of the Child/ren	Following the dismissal of children at the end of any session, any Child/ren remaining will incur late collection fines as follows: 0-5 min = £0 5-15min = £10 Every 10 minutes thereafter = £20 Late, uncollected children will be brought to the main school office – where late procedures will need to be completed and fees settled with the School Business Manager.				
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 Free 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 Nursery and has been breached, then I am liable for the cost of the funding at any other provider.				
If any provision is attended outside of Havering Please state the name of the Local Authority (LA)	London Borough of _____				

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.
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Signed - (both parents/carers to sign)

Mother/Carer:

Father/Carer:.....

Date:

Signed for and on behalf of St Ursula's Catholic Infant School.

School Business Manager:

Agreement for payment of fees

Child's name.....

Parent's name.....

Person responsible for payment of any fees e.g. (top up fees, snack money, trips)

Name.....

Address.....

.....

.....postcode.....

Telephone:

Day.....

Evening

Mobile

I hereby agree to pay any fees for the above child on the date they fall due

Signed..... Date.....

PART B – TERMS AND CONDITIONS

1. Definitions

1.1 The definitions below apply in these terms and conditions.

- “Child”** the child or children who are named in Part A;
- “You”** the Parent/Carer, who purchases Services from us;
- “Services”** the services of a day-care Nursery during the days or half days indicated in Part A (*excluding public and school holidays) together with any other services which we provide, or agree to provide, to you;
- “Us”** the Nursery named in Part A.

1.2 A reference to **writing** or **written** includes letter or email.

1.3 Any requirement in this contract for either party not to do something includes an obligation on that party not to allow that thing to be done.

2. Formation of the contract

2.1 A contract for the Services will be formed between you and us once you have given us a signed, fully completed, registration form and a £50 fully refundable deposit, and we have confirmed to you, in writing, that your application for a place has been successful.

2.2 These terms and conditions govern the contract between you and us for the Services. No other terms apply unless they are in:

- 2.2.1 A handbook issued to you by us,
- 2.2.2 A policy issued to you by us,
- 2.2.3 A letter that is signed by both you and us.

2.3 In the case of any uncertainty as to which terms apply, these terms and conditions will apply.

3. Duration of the contract

3.1 The contract shall last until it is terminated by either you or us giving to the other, in writing, at least one month’s notice (i.e. notice received on the 1st of a month could end the contract on the last day of the month, but notice received on the 2nd of a month, would only be able to end the contract on the last day of the following month). However, the contract can, in some circumstances be terminated immediately under clause 18.

3.2 If you fail to give proper notice, you are liable for the fee during the notice period.

4. **Suspension of the Services**

The Services may be suspended (meaning the Child is temporarily not able to attend the Nursery) in the event of circumstances beyond our reasonable control. If the Services are suspended for a period of more than one month, either of us may terminate the contract by giving the other one month's written notice.

5. **Our Obligations**

5.1 We will use all reasonable efforts to provide the Services to you, in accordance in all material respects with these terms and conditions and any other documents referred to in 2.2 above.

5.2 We welcome staff and children from many different backgrounds and ethnic groups. Human rights and freedoms are respected and we will do all that is reasonable to ensure that our culture, policies and procedures are made accessible to children who have disabilities and to comply with their social and moral obligations under the Special Educational Needs and Disability Act 2001 or Equality Act 2010 in order to accommodate the needs of children, applicants and members of staff who have disabilities for which, after reasonable adjustments, we can cater adequately

5.3 If we determine, in our sole discretion (after appropriate and reasonable analysis) that reasonable adjustments cannot be made for a Child and as such we cannot continue to adequately provide for that Child (or admit them as the case may be) then we shall be permitted to request that you withdraw the Child without being charged fees in lieu of notice.

6. **Your obligations**

6.1 You shall:

6.1.1 Co-operate with us;

6.1.2 Provide to us such information as we may reasonably require about

6.1.2.1 The Child (e.g.

6.1.2.1.1 Any known medical condition, health problem, allergy, or diagnosed dietary requirement;

6.1.2.1.2 Any prescribed medication;

6.1.2.1.3 Any lack of any vaccination which the Child would ordinarily have by their age;

6.1.2.1.4 Any family circumstances or court orders affecting the Child;

6.1.2.1.5 Any concerns about the Child's safety; and

6.1.2.2 Your contact details, and those of your authorised persons who may collect the Child including and will be available in an emergency.

6.2 You must (a) ensure that these details are accurate and (b) keep these details up-to-date, by promptly informing us in writing whenever they change.

6.3 If our performance of our obligations under the contract is prevented or delayed by anything you do (or fail to do), we shall not be liable.

7. Charges and payment

7.1 You shall pay the charges as set out in Part A.

7.2 Top up payments will not be refunded even if the Child is absent.

7.3 We will not charge for bank holidays and/or staff training days.

7.4 VAT is not charged on Nursery fees (Nursery provision is an exempt supply for VAT purposes).

7.5 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.

7.6 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 £75 per week.

7.7 All payments must normally be made via Schoolcomms, our payment and communication system. We may, on occasion, agree to payment by cash or cheque, 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 a cheque bounces, or payment fails, we may charge a reasonable administration fee (**currently £20**).

7.8 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.

7.9 Without restricting any other legal right that we may have, if you fail to pay us on time, we may:

7.9.1 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.

7.9.2 Charge you a reasonable administration fee (**currently £20**).

7.9.3 Suspend all Services until payment has been made in full, which will include the suspension of the Child, or even terminate the contract permanently.

7.10 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.

8. Free Nursery education

8.1 If you wish to take up your free Nursery education, you are required to complete and sign a Parental Declaration on a termly basis, regarding your use of free sessions at St. Ursula's Catholic Nursery.

8.2 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.

9. Welfare of the Child

9.1 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.

9.2 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.

9.3 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.

9.4 Parents of Children who are not toilet trained must provide disposable nappies/pull ups and wipes.

9.5 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.

9.6 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.

10. Health and medical matters

10.1 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.

- 10.2 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.
- 10.3 You must notify the Nursery if the Child is absent from the Nursery through sickness.
- 10.4 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.
- 10.5 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.
- 10.6 Please also see clause 6.1.2 on matters we need to be informed about.

11. Food/dietary requirements

- 11.1 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.
- 11.2 Parents will also be required to pay £6.00 termly snack money, in advance, via our Schoolcomms system. The first payment will be made in cash via the school office.

12. 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.

13. Limitation of liability

- 13.1 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).
- 13.2 All terms implied by law are, to the fullest extent permitted by law, excluded or deleted from the contract.
- 13.3 Nothing in these terms and conditions in any way limits our liability for fraud, or for death or personal injury resulting from negligence.
- 13.4 We shall not be liable for:
- 13.4.1.1 Any loss or damage to any toys, equipment or bags, clothing etc. you may bring into our Nursery;
 - 13.4.1.2 Loss of any profits, or consequential loss; or any other indirect loss; and
- 13.5 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.

14. Data protection

14.1 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.

15. 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.

16. 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.

17. Termination for breach of contract, or bankruptcy/insolvency

17.1 Without restricting any other legal rights which the parties may have, either party may terminate the contract without liability to the other immediately on giving written notice to the other if:

17.1.1 The other party fails to pay any amount due under the contract on the due date for payment and remains in default for [10] days or more; or

17.1.2 The other party commits a material breach of any of the terms of the contract and (if such a breach is capable of being remedied) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or

17.1.3 The other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986.

17.2 On termination of the contract for any reason:

17.2.1 You shall immediately pay all of our outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, we may submit an invoice, which shall be payable immediately on receipt; and

17.2.2 Any clause in these terms and conditions which implicitly is intended to survive termination shall continue in force.

18. Events that are beyond our control

18.1 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.

18.2 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.

19. Invalid clauses

If any part of the contract is found by any court or similar authority to be invalid, illegal or unenforceable, that part shall be struck out, but the rest of the contract shall apply.

19. Changes to these terms and conditions

- a. We may change these terms and conditions where such a change arises from changes in regulations or legislation affecting us.
- b. We may change any other terms in these terms and conditions provided we give you at least one month's written notice of our intention to do so.

20. No other terms

Each party acknowledges that, in entering into the contract, it has not relied on anything said or written that is not written in the contract. This applies unless fraud is established.

21. Assignment

The contract is personal to you. You shall not, without our written consent, transfer to anyone else any of your rights or obligations under the contract.

22. Rights of third parties

A person who is not a party to the contract shall not have any rights under or connection with it.

23. Governing law and jurisdiction

The contract, and any dispute or claim arising out of it or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by the law of England. The courts of England shall have exclusive jurisdiction to settle any such dispute or claim.

AGREEMENT

I / We agree to abide by the terms and conditions and the policies and procedures of St. Ursula's Nursery School, which I/We have read and fully understood.

Signed..... Date.....

Print name.....

Relationship to child.....

Signed.....

Print name.....

Relationship to child.....

Permission Forms

Emergency consent

I agree to the registered person in the provision (or deputy in charge or nominated person) taking the necessary steps to ensure that my child _____ **[name of child]** receives the best and most appropriate care, attention and treatment should there be an emergency or accident in the setting or while my child is on an authorised outing.

I understand that the registered person or deputy in charge or nominated person will make every effort to inform me of any emergency or accidents as soon as possible after the event but they may have to accompany _____ **[name of child]** to hospital in the case of a serious accident in my absence.

I give my permission for the registered person in charge of **St Ursula's Catholic Nursery** or deputy in charge or nominated person to authorise hospital staff to administer essential treatment until my arrival.

Parent/Carer Name: _____

Parent/Carer Signature: _____ Date _____

If you do not agree with any or all of the above declaration, please do not sign but make your views known in the space below.

The registered person in charge of **St Ursula's Catholic Nursery** or deputy in charge or nominated person will discuss this with you and do their best to accommodate your particular wishes.

Signed Parent/Carer _____ Date _____

HAVERING'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