



Charging, Remissions and Arrears Policy

Date adopted by governors: October 2019

Committee: Staffing, Finance & Premises

Review date: October 2020

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Statement of intent

Grasmere Academy is committed to ensuring equal opportunities for all pupils, regardless of financial circumstances, and has established the following policy and procedures to ensure that no child is discriminated against by our offering of school trips, activities and educational extras.

In addition, we are committed to adhering to legal requirements regarding charging for school activities, and meeting all statutory guidance provided by the DfE.

We promise:

- Not to charge for education provided during school hours.
- To inform parents on low incomes and in receipt of relevant benefits of the support available to them when asking for contributions.

1. Legal framework

1.1. This policy will have consideration for, and be compliant with, the following legislation and statutory guidance:

- Education Act 1996
- The Charges for Music Tuition (England) Regulations 2007
- The Education (Prescribed Public Examinations) (England) Regulations 2010
- DfE (2018) 'Charging for School Activities'
- DfE (2017) 'Governance Handbook'
- 'Our Funding Agreement'

2. Charging for education

2.1. We will not charge parents for:

- Admission applications.
- Education provided during school hours.
- Education provided outside school hours if it is part of the national curriculum, part of a syllabus for a prescribed public examination that the pupil is being prepared for by the school, or part of religious education.
- Instrumental or vocal tuition, unless provided at the request of the pupil's parents.
- Entry for a prescribed public examination, if the pupil has been prepared for it at the school.
- Examination re-sits, if the pupil is being prepared for the re-sits at the school.

2.2. We may charge parents for the following:

- Materials, books, instruments or equipment, where they desire their child to own them
- [Optional extras](#)
- [Music and vocational tuition \(in certain circumstances\)](#)
- Use of community facilities

3. Optional extras

3.1. We may charge parents for the following optional extras:

- Education provided outside of school time that is not:
 - Part of the national curriculum.
 - Part of a syllabus for a prescribed public examination that the pupil is being prepared for at the school.
 - Religious education.
 - Examination entry fees where the pupil has not been prepared for the examinations at the school
 - Transport, other than that arranged by the LA for the pupil to be provided with education
 - Board and lodging for a pupil on a residential visit
 - Extended day services offered to pupils
- 3.2. When calculating the cost of optional extras, the school will only take into account the following:
- Materials, books, instruments or equipment provided in relation to the optional extra
 - The cost of buildings and accommodation
 - The employment of non-teaching staff
 - The cost of teaching staff (including teaching assistants) under contracts for services purely to provide an optional extra
 - The cost, or an appropriate proportion of the costs, for teaching staff employed to provide vocal tuition or tuition in playing a musical instrument
- 3.3. The school will not charge in excess of the actual cost of providing the optional extra divided by the number of participating pupils. We will not charge a subsidy for any pupils wishing to participate but whose parents are unwilling or unable to pay the full charge. If a proportion of the activity takes place during school hours, we will not charge for the cost of alternative provision for those not participating.
- 3.4. Participation in any optional activity will be on the basis of parental choice and a willingness to meet the charges. Therefore, parental agreement is a pre-requisite for the provision of an optional extra.

4. Voluntary contributions

- 4.1. We may, from time-to-time, ask for voluntary contributions towards the benefit of the school or school activities. If an activity cannot be funded without voluntary contributions, we will make this clear to parents at the outset. We will also make it clear that there is no obligation for parents to make a contribution, and notify parents whether assistance is available.

- 4.2. No child will be excluded from an activity simply because their parents are unwilling or unable to pay. If a parent is unwilling or unable to pay, their child will still be given an equal opportunity to take part in the activity. If insufficient voluntary contributions are raised to fund an activity, and the school cannot fund it via another source, the activity will be cancelled.
- 4.3. We will strive to ensure that parents do not feel pressurised into making voluntary contributions.

5. Music tuition

- 5.1. Music tuition is the only exception to the rule that all education provided during school hours must be free. The Charges for Music Tuition (England) Regulations 2007 allow for charges to be made for vocal or instrumental tuition provided either individually or to groups of any size – provided that the tuition is at the request of the pupil's parents.
- 5.2. The charges will not exceed the cost of the provision, including the cost of the staff providing the tuition.

6. Transport

- 6.1. We will not charge for:

- Transporting registered pupils to or from the school premises, where the LA has a statutory obligation to provide the transport.
- Transporting registered pupils to other premises where the governing board or LA has arranged for pupils to be educated.
- Transporting pupils to meet an examination requirement when they have been prepared for the examination at the school.
- Transport provided for an educational visit.

7. Residential visits

- 7.1. We will not charge for:

- Education provided on any visit that takes place during school hours.
- Education provided on any visit that takes place outside school hours 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, or part of religious education.

- Supply teachers to cover for teachers accompanying pupils on visits.

7.2. We may charge for board and lodging – but the charge will not exceed the actual cost.

7.3. Parents will be exempt from board and lodging costs if they can prove that they are in receipt of one or more of the following benefits:

- 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 State Pension Credit
- Child Tax Credit, provided that they are 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 four weeks after they stop qualifying for Working Tax Credit
- Universal Credit – if they apply on or after 1 April 2018, their household income must be less than £7,400 a year (after tax and not including any benefits they receive)

8. Education partly during school hours

8.1. If 50 percent or more of the time spent on an activity occurs during school hours (including time spent travelling if the travel occurs during school hours), it is deemed to take place during school hours and no charge will be made.

8.2. If less than 50 percent of the time spent on an activity occurs during school hours, it is deemed to have taken place outside school hours and we may charge for the activity; however, we will not charge if the activity 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, or part of religious education.

8.3. **Residential visits:** If the number of school sessions covered by the visit is equal to or greater than 50 percent of the number of half days (any period of 12 hours ending with noon or midnight on any day) spent on the visit, we will not charge for the activity.

8.4. The remission of charges for board and lodging payments is the responsibility of the school. These costs will be borne by our contingency funds.

8.5. Any charges for extended day services will be optional.

9. Damaged or lost items

9.1. The school may charge parents for the cost of replacing items broken, damaged or lost due to their child's behaviour. Parents will not be taken to court for failure to pay such costs.

10. Remissions

10.1. We have set aside a small fund to enable families in financial difficulty to send their children on visits/activities. The funding is limited and there is no guarantee that all requests can be met. Assistance will be allocated on a needs basis, and if the full cost of the trip/activity cannot be met through assistance funding and voluntary contributions, the trip/activity will be cancelled.

10.2. Parents in receipt of any of the following benefits may request assistance with the costs of 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 State Pension Credit
- Child Tax Credit, provided that they are not also entitled to Working Tax Credit and they have an annual gross income of no more than £16,190
- Working Tax Credit run on – paid for four weeks after they stop qualifying for Working Tax Credit.
- Universal Credit – if they apply on or after 1 April 2018, their household income must be less than £7,400 a year (after tax and not including any benefits they receive)

10.3. To request assistance, parents should contact the Company Secretary on 0191 200 8343

11. Monitoring and review

11.1. This policy will be reviewed annually by the Staffing, Finance and Premises Committee.

12. Arrears

12.1. The most important aspect of arrear management is not to let arrears accrue. Where they do occur, it is important to ensure that these are dealt with as soon as possible. Arrears should also be tackled before they have time to grow as parent/carers will have more difficulty in managing and clearing a large amount of arrears.

12.2. It may be that parent/carers personal circumstances mean that they are unable to clear their account immediately. In this situation it is acceptable for the arrears to be paid in instalments, however, this must be of an agreed weekly amount that both parties accept as fair.

12.3. Where a parent/carer accrues arrears, the following procedure should be put into effect:

- Parent/carers will be reminded of the arrears and requested to pay them immediately. If they are unable to do this, and an agreement cannot be made to pay an amount off the arrears on a weekly basis on top of any fees accruing in that week, then the process detailed below will be followed. If an agreement is made, parent/carers will be asked to complete an instalment agreement form. A copy of this should be kept by both the Academy / and the parent/carers.
- If payment is made or an agreement is being kept, no further action is required.
- Where the payment or an agreement is not forthcoming the parent/carers should be issued with a standard Arrears Letter 1. This letter is to be sent out by the Company Secretary and a copy kept. Even though a letter has been issued, the arrears should continue to be discussed with the parent/carer and should be paid within 14 days.
- Should the parent/carer still not pay or make a written agreement to pay instalments, then an Arrears Letter 2 should be issued 14 days later requesting payment should be collected within 7 days.
- Should payment still not be made, a letter will be sent out to parent/carers advising them that the debt will be referred to Governors who will decide on any further action to be taken.
- Parent/carers will be reminded of the arrears and requested to pay them immediately. If they are unable to do this, and an agreement

cannot be made to pay an amount off the arrears on a weekly basis on top of any fees accruing in that week, then the process detailed below will be followed. If an agreement is made, parent/carers will be asked to complete an instalment agreement form. A copy of this should be kept by both the Academy / and the parent/carers.

- If payment is made or an agreement is being kept, no further action is required.
- Where the payment or an agreement is not forthcoming the parent/carers should be issued with a standard Arrears Letter 1. This letter is to be sent out by the Company Secretary and a copy kept. Even though a letter has been issued, the arrears should continue to be discussed with the parent/carers and should be paid within 14 days.
- Should the parent/carers still not pay or make a written agreement to pay instalments, then an Arrears Letter 2 should be issued 14 days later requesting payment should be collected within 7 days.
- Should payment still not be made, a letter will be sent out to parent/carers advising them that the debt will be referred to Governors who will decide on any further action to be taken.
- Arrears over the value of £50 and up to the value of £2500 will be referred to the Staffing, Finance and Premises Committee who will make a decision as to whether or not to write off or pursue the matter further including debt collectors. All decisions will be minuted.
- Details of users who have left the Academy without clearing their arrears will be referred to the Governing Body.