

Cantonian High School Ysgol Uwchradd Cantonian



THE BEST FROM EACH
SUCCESS FOR ALL

Charging, Remissions & Lettings Policy

New Policy Autumn 2023

This policy was adopted by Governors on 30 November 2023

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Introduction

At Cantonian High School, we aim to provide a happy, caring environment in which all children can feel confident and able to learn. We seek to foster an environment of mutual respect and support between all staff, pupils, parents and carers, and the wider community.

Our school is committed to eliminating any unlawful discrimination on grounds of Race, Gender, Transgender, Religion or Belief, Disability or Sexual Orientation, Pregnancy or Maternity Marriage or Civil Partnership by creating an environment where every individual, regardless of ability or background, is able to participate and is valued fully as a member of the school community. Being opposed to all forms of discrimination and prejudice we promote a positive attitude towards differences and expect respect for people of all backgrounds.

This policy has been formulated in accordance with Cardiff County Council's guidance on charging and remissions.

The aim of the policy is to set out what charge will be levied for activities and the letting of school premises, what remissions will be implemented and the circumstances under which voluntary contributions will be requested from parents/carers. The policy has been drawn up in accordance with Sections 449 – 462 of The Education Act 1996, which sets out the law regarding what charges can and cannot be made for activities in schools maintained by local authorities.

The Governing Body of the school is responsible for determining the content of the policy, and the Headteacher for implementation. Any determinations with respect to individual parents/carers will be considered jointly by the Headteacher and Governing Body.

The Governing Body acknowledges the right of every pupil to receive free school education and understands that activities offered wholly or mainly during normal teaching time must be made available to all pupils regardless of their parents'/carers' ability or willingness to help meet that cost.

Charges to Pupils

Prohibition of Charges

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

- education provided wholly or mainly during school hours (including the supply of any materials, books, instruments or other equipment);
- admission to school for children of compulsory school age;
- education provided outside school hours if it is part of the National Curriculum, or part of a syllabus for a prescribed public examination that the pupils is being prepared for at the school;
- tuition for pupils 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 pupil is being prepared for at the school, or part of religious education;
- entry for a prescribed public examination, if the pupil has been prepared for it at the school;
- examination re-sit(s) if the pupil is being prepared for the re-sit(s) at the school;
- 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, or 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 those teachers who are absent from school accompanying pupils on a residential visit;
- transporting registered pupils to or from the school premises, where the LA has a statutory obligation to provide transport;
- transporting pupils to other premises where the Governing Body or LA has arranged for pupils to be educated;
- transport that enables a pupil to meet an examination requirement when he/she has been prepared for that examination at the school; and
- transport provided in connection with an educational visit which is part of the National Curriculum.

Charges

Charges may be made for other activities known as “optional extras”. Where an optional extra is being provided, a charge may be made for providing material, books instruments or equipment as follows:

- **Examinations**
No charge will be made for entry to a public examination except where the pupil without good reason fails to attend or complete the requirements of the public examination (i.e. fails to submit coursework) where the Governing Body or LA originally paid or agreed to pay the entry fee. An examination fee may also be charged to parents/carers 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.

Candidates will usually be expected to pay for re-sit examinations, with the exception of cases where the school has provided extra curriculum time for the preparation of candidates for these examinations.

- **Finished Products**
Where parents/carers have expressed a wish in advance to have a finished product made at school (e.g. in craft, art or food and nutrition lessons), a charge will be made at cost price. Parents/Carers will be informed of this charge in advance.
- **Music Tuition**
Parents/Carers of pupils wishing to take the opportunity to be involved in music tuition, whether in or out of school hours, will be informed of the cost and will be billed termly. No charge will be levied if the tuition is provided as part of a syllabus for a prescribed public examination or is required by the National Curriculum.
- **Board and Lodging on Residential Trips**
The board and lodging element of approved residential activities, even when taking place largely in school hours. The cost will not exceed the actual cost of the provision, and prior written confirmation from the parent/carer is required that he/she is willing to pay the charge.
- **Breakages**
The school will charge for breakages and replacements as a result of loss or damages caused wilfully or negligently by pupils. Each incident should be dealt with on its own merit and at the school's discretion.
- **Extra-curricular activities and school clubs**

Remissions

The Governing Body will not wish to see any child disadvantaged by virtue of the fact that their parent(s)/carer(s) are unable to pay. The Governing Body will:

- Remit all charges otherwise payable by parents/carers of a pupil in respect of board and lodging, provided for their child pursuant to the charging policy, for the duration of a residential trip if the parents/carers meet the criteria for the 'benefits' that qualify them for free school lunch eligibility purposes;
- Give consideration to remitting all or part of any charges payable by a parent/carers of a pupil in all other instances pursuant to its charging policy.

Parents/Carers who can prove that they are in receipt of the following support payments will, in addition to having free meals entitlement, be exempt from paying the cost of board and lodging of a residential trip:

- Income Support
- Income-based Job Seeker's Allowance
- Any other benefit or allowance, or entitled to any tax credit under the Tax Credits Act 2002 or element of such a tax credit, as may be prescribed by regulations from time to time for any period wholly or partly comprised in the time spent on the trip. Currently, the following are prescribed:
 - Support under Part VI of the Immigration and Asylum Act 1999;
 - Child Tax Credit, where the parent/carers is not entitled to Working Tax Credit and whose annual income (as assessed by HM Revenue and Customs) does not exceed £16,190 (i.e. children who are eligible to receive free school meals);
 - Income-related employment and support allowance; and
- Guarantee element of the State Pension Credit
- Receipt of Universal Credit.

When arranging a chargeable activity, such parents/carers will be invited in confidence for the remission of charges in full or in part. The Headteacher, in consultation with the Chairperson of the Governing Body, will make authorisation for such remission.

Voluntary Contributions

To enable the school to maximise the opportunities for pupils to access a wide range of opportunities and experiences, parents/carers will be invited to make a voluntary contribution for the following:

- a) any activity which takes place during school hours
- b) school equipment
- c) school funds generally

Where there are not enough voluntary contributions to make the activity possible, and there is no way to make up the shortfall, then regretfully the activity will be cancelled.

The terms of any request made to parents/carers will specify that the request for a voluntary contribution in no way represents a charge. In addition, the following will be made clear:

- the contribution is genuinely voluntary and a parent/carer is under no legal obligation to pay;
- pupils of parents/carers who cannot contribute will not be treated any differently;
- the continuance of an activity may depend upon voluntary contributions;
- registered pupils at the school will not be excluded or treated differently according to whether or not their parents/carers have made any contribution in response to the request.

The responsibility for determining the level of voluntary contribution is delegated to the Headteacher. Requests made for voluntary contributions do not include any element of subsidy for any other pupils wishing to participate in the activity whose parents/carers are unwilling or unable to pay the full charge.

Voluntary contributions will be used to contribute towards the cost of various activities that will enhance pupils' educational experience.

Lettings

Principles

Cantonian High School is committed to letting various parts of the school premises (e.g. 3g Pitch, MUGSA, Halls, etc.) and to maximize the income received from these lettings for the benefit of the school and its pupils. For the period December 2023 to March 2024 the times of hire will be:-

Monday to Friday 5pm-8pm, there will be no weekend lettings

We aim to:

- Generate additional income to the school for the benefit of its pupils.
- Ensure there are clear 'Conditions of Hire' and a 'Charging Policy'.
- Ensure insurance and Health & Safety requirements of lettings are met in full.

Practices

With the aforementioned aims in mind, it is the Policy of this school that:

- Use of the premises for school functions will take priority over lettings.
- The Governing Body will set charges for lettings guided by these principles.
- The Governing Body will retain income derived from lettings and this will be used to make contributions to the school for specific premises-related projects.
- The school premises will not be let to individuals or organisations if there is reason to believe that the name of the school will be brought into disrepute.
- Where the school premises are let for functions where a Public Entertainment License is required, it is the responsibility of the hirer to acquire the appropriate license.
- Decisions whether to permit lettings will be delegated by the Governing Body to the Headteacher and the Business Manager.
- If the Headteacher or Business Manager believes a letting should not be permitted, they will report the reasons to the Governing Body.
- All persons hiring the school premises will be expected to conform to the relevant Health & Safety regulations and provide a copy of their public liability insurance certificate.
- There will be an annual review of lettings charges.

Charging for the use of School Premises

The school budget cannot be used to subsidise non-school activities, and community use of the school must at least cover the cost of letting the school to community groups. The charges set by the school cover the cost of opening the school, including the cost of caretaker time and utilities.

The charges to be levied from the hire of school premises are:

Summary of Charges	
Hire of 3g Pitch inclusive of floodlights	£100 per Hour full pitch ££50 per half pitch inc of VAT *
Hire of MUGAS inclusive of floodlights	1-£25 per hr incl VAT 2 £40 per hr inc VAT *
Hire of North Hall/South Hall	£25 per hour inc VAT *
For hire periods outside of normal letting hours, i.e. school holidays and for other school facilities	Charge to be calculated using charges above, plus additional charges for caretaker time and energy costs. To be calculated upon request and looked at on individual basis

VAT Exemptions may apply if the following conditions are met:


In order to be eligible for the VAT Exemption the club/organisation will have to meet the following conditions:


1. The booking must consist of at least 10 lets
2. Each session must be for the same sport or activity
3. Each session is to be held at the same venue, although different pitches, courts etc. at the site are allowable
4. The interval between each let is to be at least 1 day but not more than 14 days. Please note that there is no exception for intervals that exceed 14 days through closure of the centre for bank holidays.
5. All lets referred to on the original booking must be paid for in full, whether or not the organisation actually turns up on any particular occasion. Please note that there is no cancellation facility permitted by HMRC other than where the School cancel due to adverse weather conditions or due to unforeseen non-availability of the facility.
6. The facilities must be let exclusively to the hirer during the periods of hire
7. The club must sign up to a formal agreement with the establishment concerned and the agreement must specify the dates and times of lets covered

See Appendix 1 Lettings Agreement

Policy Review

This policy will be reviewed annually.

Agreed by Headteacher: 

Agreed by Chair of Governors: 

Date of Issue: Autumn 2023

Date for Review: Autumn 2024

POLICY REVIEW		
Consultation with:		Method of consultation
Pupils		
Staff		
Senior Leadership Team		
Parents		
Governors	✓	Finance Committee
LEA	✓	Through Audit procedures

Documents/Websites	LEA guidelines for School's Financial Regulations
Date approved by	
Date for full	
Date for review	

Conditions of Hire

Cantonian High School



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Conditions and Guidelines for the Hire of School Premises

1. Conditions

- a) In these conditions the "Hirer "means the person signing the form of agreement and includes the organisation on whose behalf the application is made. The 'School' means Cantonian High School. The 'Manager' means the school's officer in charge of the premises during the booking.
- b) The premises shall only be hired upon receipt of an official booking form signed by the hirer, and a copy of public liability insurance certificate and all other corresponding documentation i.e. risk assessments etc.

2. Payment

- a) Payment is to be made upon receipt of an official school invoice.

3. Cancellation

- a) By the Hirer: All cancellations shall be notified either in writing, email, text or telephone at least seven days prior to the booking date. Failure to notify the School will result in the hirer being charged the full hire fee.
- b) By the School: The School reserves the right to cancel or close the facility for special events and other circumstances beyond its control. Monies paid will be refunded in this case.

4. Use of Premises

- a) The premises may be used for the purpose specified in the application. In the event of it being used by the Hirer or any person for whom the Hirer is responsible for any other purpose other than what was stated on the hire form, the School may terminate the agreement and thereafter stop proceedings and evict the Hirer and close the premises.
- b) The premises may not be sub-let.
- c) The Hirer is responsible for ensuring adequate health and safety precautions are operated during the event; this includes adequate supervision of competitors and spectators.
- d) The Hirer and persons under that charge should only use areas of the school designated under the conditions of the initial booking.
- e) Access is available from the prior agreed booking time and no sooner. Events should start and finish in the time agreed. Hirers that over run the allotted time will be charged for every hour, or part thereof, plus the wages of the staff at the appropriate rate.
- f) The School has a no smoking policy anywhere in or on the school premises including the use of electronic smoking devices.
- g) The school will be locked down, this to include the front gates, toilets and changing rooms 15 minutes after the last booked hire time.
- h) The premises must be left clean and tidy after use, or a charge may be applied.

5. Parking

- a) Parking is limited within Cantonian High School and may be unavailable during school events. The Hirer is responsible for ensuring that all persons under his/her charge park in designated parking areas.
- b) All safety signs around the school must be adhered to.
- c) The school does not make any claim or warrant as to the safety of the car park. Any motor vehicles or bikes are left entirely at the owner's risk.

6. Damage

- a) The Hirer is responsible for any damage to the premises or any equipment on the premises caused by persons the Hirer is responsible for.

7. Equipment and Storage

- a) Hirers should provide all the necessary equipment with them for the activity. Items cannot be borrowed unless by prior arrangement with the School.
- b) All items brought into the school must be fit for purpose.
- c) There are no storage facilities available within the School for the Hirer's equipment.
- d) The School shall not be responsible for any damage to or loss of property to the Hirer or any other person the Hirer is responsible for.

8. Admission and Access

- a) The School reserves the right at its discretion to refuse admission to any person.
- b) The School and officials authorised by the School shall at all times have free access to the hired area.

9. Restrictions

- a) No intoxicating liquor shall be brought into, sold or consumed on the premises.
- b) No collections, games of chance, sweepstakes or betting may be conducted on the premises without the consent of the School.
- c) No dogs, except service dogs, are permitted on the school grounds.

10. Indemnity

- a) The Hirer shall indemnify the School against all claims for damages, compensation and/or costs in respect of injury [fatal or otherwise] to and/or damage to property of any persons caused by, or arising out of, an accident to or in any way connected with the Hirer's use of the premises.

11.Fire Evacuation Procedure

- a) The Hirer must make him/herself aware of and follow the school fire evacuation procedure.
- b) A register of all attendees should be taken for each event taking place.
- c) The fire alarm consists of a repetitive tone high-pitched siren. Should the alarm go off, all users should immediately stop any activity and remain on the 3G pitch until the arrival of Cantonian High School's estates team and report to them any missing persons. All Hirers should make themselves aware of all fire exits in the vicinity and to inform other users in their charge.
- d) Re-entry to the site should only be done when the all clear has been given by the competent person in charge of the site at the time.

12.Welfare

- a) Toilets: Users should use toilets as identified by the Manager.
- b) Showers: There are no showers available for everyday use. If showers are required, the Hirer may incur an additional charge.
- c) First Aid: The Hirer must provide their own first aid provision including qualified personnel and suitable first aid kits. A qualified first aider should be present at each activity. Any injury/incidents **MUST** be reported to the school within 24 hours.
- d) Heating: Hirers wishing to have the heating provided outside of the heating periods will be required to pay an additional charge.
- e) Food: No food should be consumed while on site.
- f) Telephone: Hirers should use their own mobile phones to make their necessary calls; a phone located in the main office is available in an emergency.
- g) School Contact Numbers: Business Manager, Nick Powell – 07868 450206, School Office – 029 2041 5250.

13.The Hirer is also responsible for

- a) Where the purpose of hire will include use of the premises by under 18 year old/vulnerable adults, the Hirer will ensure that all persons over 16 years of age present in connection with the hire will have submitted criminal records disclosure form to the Disclosure and Barring Service. Sight of disclosure forms will be required by a School official.
- b) The administration, organisation and running of a particular event is the responsibility of the Hirer. Special arrangements can be made with the School for specific help, but it is not the School's responsibility to run events for the Hirer.
- c) The Hirer will not discriminate directly or indirectly against any person because of their colour, race, nationality or national or ethnic origin, or their sex or sexual orientation, or because of any disability or disablement in relation to the provision of goods, facilities or services or access to the same or by deliberately omitting to provide any of them or by refusing or deliberately omitting to provide such goods, facilities or services if the like quality in the manner and on the like terms as are normal in connection with the hiring.
- d) The Hirer shall not publish or cause to be published in connection with the hiring any advertisement, leaflet documents or other form of publicity which indicates or might reasonably be understood as indicating an intention by a person to do an act of discrimination whether the doing of the act by him/her would be lawful or unlawful and whether or not the same would be contravention of the foregoing paragraph of this clause.

3G Pitch Rules

RECOMMENDED FOOTWEAR



Moulded or
short screw in
studs








Short blades



Hybrid studs
and blades

To enjoy, protect and preserve the surface
please help by observing the pitch rules:

-  Footwear should be clean of loose mud and grass
-  Only players and coaches with the recommended footwear on the playing surface
-  No glass bottles, cans, food, chewing gum
-  No smoking
-  Dispose of litter, loose tape, plastic bottles and other waste, before leaving the pitch

Please complete the details below and return this Agreement to:

Nick Powell

Business Manager

Cantonian High School

Cardiff

CF5 3JR

np@cantonian.cardiff.sch.uk

I confirm receipt of these conditions and guidelines. I have read and understood them and informed the rest of the users under my supervision:

Name of Organisation				
Nature of Activity				
Contact Name				
Contact Number				
Contact Email				
Second Contact Number				
Duration of Contract	From		To	
Frequency of use				
Signed				
Date				

Any data supplied by you on this form will be processed in accordance with GDPR and in supplying it, you consent to the School processing the data for the purpose for which it is supplied. All personal information provided will be treated in the strictest confidence and will only be used by the School or permitted law.