# CHARGES, REMISSIONS AND LETTINGS POLICY

Learning Academies Trust

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LEARNING ACADEMIES TRUST

## CONTENTS

1. Aims ..... 3
2. Legislation and guidance ..... 3
3. Definitions ..... 3
4. Roles and Responsibilities ..... 3
5. Where charges cannot be made ..... 4
6. Where charges can be made ..... 5
7. Voluntary contributions ..... 6
8. School-specific chargable activities and local schedule of charges ..... 6
9. Calculating charges ..... 6
10. Remissions ..... 6
11. Letting of school premises ..... 7
12. Complaints and Disputes ..... 9
13. Monitoring and Review ..... 9

## CHANGES

| Policy date | Summary of change | Author | Version | Review date |
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| 02/12/2021 | Policy has been created. | Kay Mabin, CFO | 1.0 | 02/12/2022 |
| 19/01/2023 | Policy reviewed – no changes. | Kay Mabin, CFO | 1.1 | 31/01/2024 |
| 06/02/2024 | Policy reviewed – no changes | Kay Mabin, CFO | 1.2 | 31/03/2025 |
| 01/04/2025 | Policy Reviewed – no changes | Kay Mabin, CFO | 1.3 | 31/03/2025 |
| 31/05/2026 | Policy reviewed and updated, including new Lettings Section | Gordon Otley, CFO | 2.0 | 31/05/2027 |

## 1. AIMS

The Trust wishes to provide the best possible educational opportunities available for all pupils within the funds allocated by the Department for Education. Education during normal school hours must legally be free of any compulsory charge to parents, carers or guardians, and the Trust and its schools are committed to upholding these legal requirements.

This Policy ensures that, during the school day, all pupils have full and free access to a broad and balanced curriculum and sets out the circumstances in which Trust schools may charge for activities, when charges will be remitted, and the basis on which school premises and facilities may be let to third parties. It is intended to provide a clear, consistent and lawful framework across the Trust while allowing each school to publish its own local schedule of charges where required:

- Ensure robust, transparent and legally compliant processes for charging, remissions and lettings.
- Clarify the activities for which charges cannot be made and those for which charges may be made.Set out how remissions and discretionary reductions will be considered.
- Establish clear conditions for the hire of school premises, including safeguarding, health and safety, insurance, supervision and site protection requirements.
- Enable the Trust and its schools to recover costs where loss or damage is caused to premises, equipment or property, including where damage arises from the actions of pupils, parents, hirers, attendees or visitors.

## 2. LEGISLATION AND GUIDANCE

This Policy is based on advice from the Department for Education (DfE) on charging for school activities and the Education Act 1996 (The Act), sections 449-462 of which set out the law on charging for school activities in England. Trusts are required to comply with this Act through their funding agreements. This Policy complies with the Trust's funding agreement and Articles of Association. It also reflects the Trust's established approach to the hire of school premises and incorporates relevant principles from the Trust's standard letting agreement and transfer of control arrangements where exclusive or defined control of accommodation is granted to a hirer.

## 3. DEFINITIONS

- **Charge**: a fee payable for a specifically defined activity, service, use of premises, or loss or damage recovery permitted by law or contract.
- **Remission**: The full or partial cancellation of a charge that would otherwise be payable.
- **Letting**: Any use of school premises by a community group, third-party organisation or commercial body, whether or not a hiring fee is charged.
- **Hirer**: The named individual or organisation entering into a hire agreement for the use of school premises.
- **Controlling body**: The body or organisation granted defined control of accommodation under a transfer of control arrangement for the agreed period and purpose.

**School premises**: Buildings, grounds, rooms, halls, sports facilities, hard courts, playing fields, furniture, fixtures, fittings and equipment owned, occupied or controlled by the Trust or its schools.

## 4. ROLES AND RESPONSIBILITIES

### 4.1 The Trust Board

- Has overall responsibility for approving this Policy, .
- Has overall responsibility for monitoring the implementation of this Policy.
- May delegate approval and monitoring responsibilities in accordance with the Trust's governance arrangements.
- Approves the strategic framework for charges and lettings across the Trust.

## 4.2 Executive Headteachers, Headteachers and School Leaders

- Ensure that relevant staff understand and apply this policy consistently.
- Approve or decline lettings in line with school operational needs, safeguarding requirements and Trust expectations.
- Ensure that local schedules of charges for clubs, wraparound care, nursery provision, lettings and other chargeable activities are kept up to date.
- Determine, where delegated, whether remissions or discretionary reductions should apply.
- Ensure that appropriate action is taken where costs need to be recovered for loss, damage, cleaning, reinstatement or other expenditure caused by pupil or hirer actions.
- Are responsible for setting the charging policies for the activities provided by their schools, as suggested in Section 8 below, and then publishing this on the school website.

## 4.3 Finance, Estates and Site Staff

- Administer charges, invoices, deposits, refunds and financial records.
- Support the management of lettings, access, security, cleaning, condition checks and compliance requirements.
- Report damage, defects, incidents and breaches of hire conditions.
- Provide guidance on implementation of this Policy.

## 4.4 Parents, Carers, Guardians and Hirers

Parents, carers, guardians and hirers are expected to comply with this Policy, raise any queries promptly, provide accurate information when requested, and meet any lawful charges, fees, deposits or recovery costs that apply.

# 5. WHERE CHARGES CANNOT BE MADE

The Education Act sets out what schools **cannot** charge for:

## 5.1 Education

- Admission applications.
- Education provided during school hours for use in lessons including the supply of any materials, books, instruments or other equipment.
- Education provided outside school hours if it forms part of:
    - The National Curriculum and not an enhancement to it
    - A syllabus for a prescribed public examination that the pupil is being prepared for at the school
    - Religious education
- Instrumental or vocal tuition, for pupils learning individually or in groups, if it forms part of the National Curriculum, a public examination syllabus being followed by the pupil(s), or the first access to the Key Stage 2 Instrumental and Vocal Tuition Programme (Wider Opportunities).
- Entry for a prescribed public examination where the pupil has been prepared for the examination at the school.
- Examination re-sit(s) where pupils has been prepared for the re-sit(s) at the school.

## 5.2 Transport

- Transporting registered pupils to or from the school premises, where the local authority has a statutory duty to provide transport.

- Transporting registered pupils to other premises where the Trust or local authority has arranged for pupils to be educated.
- Transport that enables a pupil to meet an examination requirement when they have been prepared for that examination at the school.
- Transport provided in connection with an educational visit where legislation prevents a charge.

## 5.3 Residential

- 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 and not an enhancement
    - A syllabus for a prescribed examination syllabus that the pupil is being prepared for at the school
    - Religious education
    - Supply teachers to cover for those teachers accompanying pupils on a residential visit

# 6. WHERE CHARGES CAN BE MADE

The Trust and its schools **can** levy charges, where permitted by law and this Policy. Any charge will be reasonable, transparent and, where relevant, based on the actual or appropriately apportioned cost of provision:

## 6.1 Education

- Any materials, books, instruments or equipment, where the pupil's parent or guardian wishes them to own them
- Optional extras provided wholly or mainly outside school time and not forming part of the national curriculum, a prescribed examination syllabus, or religious education.
- Board and lodging for residential visits, not exceeding the actual cost.
- Examination entry fees where the pupil has not been prepared for the examination at the school.
- Extended day services, including breakfast clubs, after-school clubs, wraparound care and supervised homework provision.
- Certain early years provision and additional nursery hours where not covered by government funding.
- Community facilities and use of school premises by third parties.
- Music and vocal tuition provided at the request of a parent, where charges are lawful.

When calculating charges for optional extras, the school may include the cost of materials, books, instruments or equipment, the cost of buildings and accommodation, non-teaching staff, and teaching staff engaged under contracts for services solely to provide the activity. Charges for individual pupils will not exceed the actual cost of the activity divided equally by the number of participants and will not subsidise other pupils.

## 6.2 Charges relating to premises lettings

- Hire fees for rooms, halls, sports facilities, fields, specialist spaces and other agreed areas of the premises.
- Charges for utilities, caretaking, cleaning, security, opening and locking, waste disposal and administration where applicable.
- Deposits, emergency call-out charges and costs associated with overruns beyond the agreed hire period.
- Additional charges for exclusive use arrangements or where a transfer of control agreement is required.
- Charges for reinstatement, specialist cleaning, repairs, replacement of equipment, insurance excesses, legal or professional costs, and other direct losses caused by the hirer or persons attending under the hirer's booking.

## 6.3 Recovery of costs for loss or damage

Where loss, damage, breakage, defacement, misuse, vandalism, neglect, exceptional cleaning or reinstatement costs arise as a result of the actions of a pupil, parent, guardian, carer, hirer, attendee or visitor, the Trust or school reserves the right to recover the reasonable cost incurred. This may include the cost of repair or replacement, specialist contractor fees, cleaning costs, emergency call-out charges, wasted staff time where significant, and any applicable insurance policy excess. In relation to pupils, any decision to seek recovery of costs will be considered on a case-by-case basis, taking account of the circumstances, evidence, age of the pupil, any relevant vulnerabilities, and the school's wider behaviour and safeguarding responsibilities.

# 7. VOLUNTARY CONTRIBUTIONS

Certain educationally valuable activities are dependent on financial contributions in whole or in part from parents, carers or guardians. In any case where an activity cannot be afforded without voluntary funding, this will be made clear to parents, carers or guardians by the school and cancelled if insufficient contributions are received. If the activity is cancelled, all monies paid will be returned to parents, carers or guardians. Schools will endeavour to keep financial contributions to a reasonable minimum and to ensure, as far as possible, that all children are able to take part, irrespective of their circumstances. Voluntary contributions may be sought for activities during the school day which entail additional costs e.g. materials, equipment, entrance fees and transport between the school and the activity. The Trust is committed to ensuring fair access and treatment of all pupils; this means that no child is excluded from an activity if their parents or guardians are unwilling or unable to make a contribution. There is no obligation for a parent or guardian to make any contribution.

# 8. SCHOOL-SPECIFIC CHARGEABLE ACTIVITIES AND LOCAL SCHEDULE OF CHARGES

Each Trust school will maintain and publish, or otherwise make available, a local schedule of charges covering its own chargeable activities and lettings. This may include breakfast club, wraparound care, nursery additional hours, educational visits, music tuition, community use and premises hire. Parents, carers, guardians and hirers will be informed of applicable charges in advance, and schools will review these regularly to ensure charges remain lawful, proportionate, and financially sustainable. See Annex 1 for an example schedule of charges.

# 9. CALCULATING CHARGES

When charges are made for any activity, whether during or outside the school day, they will be based on the actual costs incurred, divided by the total number of pupils participating. Any charges made must not therefore include an element of subsidy for any other pupils wishing to participate in the activity whose parents or guardians are unwilling or unable to pay the full charge. The principles of best value will be applied when planning activities that incur costs to the school and/or charges to parents or guardians. Where a charge may be made to parents or guardians in certain defined circumstances, schools will identify the activities for which charges will be made and explained the basis on which charges may be reduced or waived for certain children.

# 10. REMISSIONS

In some circumstances the school may reduce or waive charges set out in sections 6 and 8 of this policy. This will normally be at the discretion of the Executive Headteacher or Headteacher and will depend on the nature of the activity, financial hardship, available budget, vulnerability, attendance considerations or other relevant circumstances.

## 10.1 Remission for residential visits

Parents who can demonstrate that they are in receipt of a qualifying benefit may be exempt from paying the cost of board and lodging for residential visits. Qualifying benefits are those set out in current legislation and guidance and may include 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 Pension Credit, qualifying Child Tax Credit, Working Tax Credit run-on, and Universal Credit where the relevant income threshold is met.

Parents, carers or guardians who are eligible for the remission of charges, or who are experiencing financial difficulty, should speak with the school Executive Headteacher/Headteacher regarding support available to them; any such conversation will be dealt with in strict confidence. The remission of any charges will be authorised by the school Executive Headteacher/Headteacher, who may choose to subsidise part or all of the payment for certain activities and children.

## 11. LETTING OF SCHOOL PREMISES

The Trust is committed to making reasonable use of school premises for community and compatible external use where this does not interfere with the school's primary purpose or operational requirements. Priority will always be given to school use. No booking is confirmed until approved in writing by the school or Trust representative with delegated authority.

**Any queries regarding lettings under this Policy should be discussed with the Trust's Estates Team initially and specifically any letting potentially involving kitchen facilities, as these facilities are covered by a contract with the Trust's Catering Contractor. Please contact the Estates Team at estates@learningat.uk for details and required booking forms.**

### 11.1 Applying for Use of the Premises

Applications to use school premises must be made in writing to the LAT Estates Team or other delegated officer Applications should normally be submitted at least 14 days before the proposed event or start date. LAT may refuse any application and no public announcement should be made by the applicant until written confirmation is issued. The school name must not be used in association with the event without prior written approval.

### 11.2 Hire Agreement and Letting Status

All approved lettings must be covered by a written hire agreement signed by the hirer and the authorised Trust representative before the letting takes place. The agreement is personal to the hirer and does not create a tenancy. Lettings will not normally be made to persons under 21 years of age. The named hirer will be personally responsible for compliance with the hire terms and for payment of all fees and other sums due.

### 11.3 Transfer of Control Arrangements

Where the nature of a letting gives a hirer defined control of accommodation for the hire period, the school may require a separate transfer of control agreement in addition to the hire agreement. In such cases, the accommodation may only be used for the agreed purpose, times and dates; the arrangement will be personal to the controlling body and may not be assigned, transferred or sub-let; and the controlling body must comply with all rules, access arrangements and written conditions issued by the Trust. The Trust will remain responsible for core service costs associated with running the premises unless expressly agreed otherwise, while the controlling body will be responsible for its own equipment, furniture, personal belongings, operational arrangements and regulatory compliance connected with its use.

### 11.4 Safeguarding, Supervision and DBS

Where a letting involves children or young people, the hirer must demonstrate compliance with safeguarding requirements, including appropriate DBS arrangements where required, safer recruitment practice where applicable, appropriate supervision ratios and prompt reporting of any safeguarding concerns. The school may request evidence of DBS checks and related records before confirming or during a letting.

## 11.5 Insurance, Indemnity and Liability

The hirer or controlling body must indemnify the Trust and school against loss, damage, cost or expense arising from their use of the premises, except where directly attributable to the negligence of the Trust or school. Hirers must hold appropriate public liability insurance and, where applicable, employers' liability insurance. Unless the school agrees otherwise in writing, the minimum public liability cover required is £2,000,000 for each and every claim. Proof of insurance must be provided on request and may be required before a booking is confirmed. Where required under a transfer of control arrangement, the controlling body remains responsible for insuring its own equipment, furniture and personal belongings.

## 11.6 Health, Safety and Statutory Compliance

- The hirer must comply with all applicable legal and regulatory requirements and must not do anything illegal, unsafe, immoral or likely to invalidate insurance.
- The hirer is responsible for obtaining any licences, consents, registrations, planning approvals or temporary event notices required for the activity.
- Emergency exits, gangways, fire equipment and access routes must be kept clear at all times.
- Highly flammable substances, unauthorised heating appliances and unsafe activities are prohibited.
- Electrical equipment brought on site must be safe and, where appropriate, subject to current PAT testing, with evidence provided on request.
- The hirer is responsible for familiarising themselves with evacuation procedures, escape routes, assembly points and relevant emergency arrangements, and for communicating these to attendees.
- A qualified first aider or appropriate first aid provision must be available during periods of use where required by the nature of the activity, and under transfer of control arrangements a qualified first aider must be on the premises throughout the period of use.

## 11.7 Use of Premises, Equipment and Conduct

- Only the areas booked may be used and only for the approved purpose.
- Furniture, fittings and equipment must not be removed, altered, drilled into, fixed to, disposed of or rearranged without prior approval.
- No alterations or adaptations may be made to the premises without prior written consent.
- The hirer must not permit anything that causes nuisance, annoyance, damage or inconvenience to the school or neighbouring property.
- No sub-letting, sharing of possession or assignment is permitted.
- Food and drink may only be prepared or consumed with permission and in accordance with food hygiene and allergen requirements.
- Smoking, including e-cigarettes, is not permitted anywhere on the premises or grounds.
- Alcohol may not be brought, sold or consumed without prior written approval and any required licence.
- Parking is only permitted in designated areas and must not obstruct emergency access.
- Animals are not permitted other than assistance dogs, unless expressly authorised.

## 11.8 Damage, Condition, Cleaning and Reinstatement

The hirer must leave the premises in a clean, tidy and secure condition at the end of each occupation and must report any fault, accident, damage or issue encountered during the hire. Where the premises are not left in their original condition, or where any loss or damage arises from the letting, the Trust or school may charge the hirer for the full cost of reinstatement, repair, replacement, cleaning or any associated professional or insurance costs. Where damage is caused by misuse during a transfer of control period, the school reserves the right to recover any costs incurred, including any insurance excess, from the controlling body.

## 11.9 Charges, Invoicing, Deposits and Cancellations

Hire charges will be set by the Trust and/or school and reviewed periodically. Unless otherwise agreed, charges may include the hire fee, caretaking or site supervision, utilities, cleaning, equipment, emergency call-out charges and any applicable deposit. Hirers may be invoiced in advance. The school may cancel a booking where payment is not

received by the due date. Hirers should give at least 28 days' notice of cancellation unless the agreement states otherwise; cancellations made with less notice may be charged in full. The Trust or school may normally cancel a letting by giving notice in accordance with the agreement and may terminate immediately where there is a serious breach, safeguarding concern, safety issue, non-payment or urgent operational need.

### 11.10 Right of Access and Monitoring

The Trust and school reserve the right of access to the premises during any letting or transfer of control period for emergency, safeguarding, compliance, inspection, monitoring or operational purposes.

## 12. COMPLAINTS AND DISPUTES

Any complaint, dispute or concern arising from a charge, remission decision or letting should be raised promptly with the school in writing in the first instance. The matter will be considered under the relevant school or Trust procedure, depending on its nature.

## 13. MONITORING AND REVIEW

The Trust will review this Policy regularly and sooner if there are changes in legislation, guidance, operational practice or Trust requirements. Schools should also review their local schedules of charges and standard letting documentation periodically to ensure consistency with this policy.

**SCHEDULE OF CHARGES 2026/2027**

| | |
|---|---|
| **School Name** | **Plaistow Hill Primary and Nursery School** |
| **Contact email address** | office@plaistowhill.co.uk |
| | |
| **Chargeable items** | **Detail of charges** |
| **Breakfast Club** | 7.30 am – 8.35 am daily<br>Standard rate: £ 2.50 per pupil per session |
| **Wraparound Club** | Standard session 3.10 pm – 4.15pm daily<br>Rate: £ 4.50 per pupil per session<br>Extended session 3.10 pm – 5:15pm daily<br>Standard rate: £7:00 per pupil per session |
| **Cancellation and refunds** | Cancellation fees:<br>Cancellation fees apply for both breakfast club and wraparound club.<br>Notice period: A minimum of 24 hours notice is required to cancel any booked session. |
| **Preschool / Nursery additional hours** | This is offered to parents who are not entitled to Government 30 hour funding, in 3 hour blocks, covering either a morning or afternoon. Once all hours have been allocated, should there be any spare hours, these will be available to purchase at a cost of £15 per 3-hour block session. For children who attend all day a charge of £2.50 per day is charged for the time from 2:30-3:00pm to tie in with the end of the school day (as this is above the 6 hour daily rate). |
| **Late to Collect fees** | If you are late to collect your child from any after school activity including clubs, sporting activities, outing or trips you will be charged a £5 late to collect fee immediately. |