



## CHARGING & REMISSIONS

### Statutory Policy

Document Title	Charging & Remissions Policy
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## CHARGES

The Governors would like the academy to continue, as far as possible, all the activities from which children have benefited in the past namely visits, and performances from visiting musicians and theatre groups. Charges will be made where legally required. Voluntary contributions for up to the whole amount of the activity may be asked for.

An initial letter will be circulated to explain the nature of the proposed activity and its value in educational terms.

It shall be made clear from the outset that if the activity cannot be funded from the voluntary contributions the activity will not take place.

### Day Trips

We shall endeavour that no pupil will be treated differently whether or not their parents are **unwilling** or **unable** to make the voluntary contribution.

Children who receive free school meals are exempt from paying for academy trips. The amount will be deducted from their Pupil Premium voucher.

Where over-subscription for limited places occurs – non-payment will **not** be a factor for deciding who will go.

### Breakages

A contribution will be asked from the parents for non-accidental breakages/damage/ loss of equipment and books as a result of a child's misbehaviour.

## INCOME

### Annual review of charges

All charges levied including deposits, as per the charging policy will be subject to annual review by the Finance Governing Body in the month of July.

### Invoicing Procedures

Invoices on Sage will be administered in accordance with the Financial Regulations relating to income.

Invoices will be prepared by the Academy Business Manager and authorised by the head teacher.

Invoices will be raised on a weekly/monthly/termly basis as appropriate e.g. lettings.

Block bookings invoices will be raised in full for a minimum of 10 sessions, where applicable. Payment will be required in full at the completion of the block bookings.

### Income Processing Procedures

All income received will be by bacs or cheque passed to the bursar who will keep a record of income received.

A receipt will be raised for all income received.

The bursar and the head teacher will post receipt of income in respect of debtor invoiced and non-invoice income promptly to Sage.

VAT will be accounted for in accordance with the guidance given in the VAT section of the LMS Handbook.

Income will be held in a locked safe pending banking.  
The head teacher/academy business manager will hold code to the safe.

Income will be banked promptly and intact.

A monthly reconciliation will be performed by the bursar to ensure that all income banked appears on the bank statement.

#### Credit control

The credit terms for debtors' invoices are 30 days

A reminder letter will be sent to debtors who have not paid their invoices on the due date by the head teacher.

If the debt remains unpaid a further reminder letter will be sent 14 days from the date of the first reminder letter by the head teacher. In addition (if possible) the debtor will be contacted by telephone.

At this stage the head teacher will decide if the debtor is to be permitted to make further use of the academy facilities.

If the debt remains unpaid for a further 10 days a third letter will be sent informing the debtor that the debt will be referred to the InMAT Legal Section if it is not settled within 7 days.

If the debt remains unpaid and is for an amount greater than £50 it will be referred to InMAT's legal section by the head teacher.

If the debt remains unpaid and it is for less than £50 it will be referred to the Governing Body by the head teacher.

On a monthly basis a report will be presented to the Chairman of the Finance Committee detailing outstanding debts by age and value.

#### Write off Debt

Write off of debt will only be considered when the credit control procedures have been exhausted. Before closure of the financial year a list of debts proposed for write off will be prepared by the bursar and will be submitted to the Governing Body for consideration. The submitted list will be supported by details of the debt.

The decision of the Governing Body will be clearly documented in the minutes of the relevant meeting.

At the point the Governing Body approves a debt write off, the debt will be cleared from Sage by the academy business manager. Such write offs will be cross-referenced to the relevant Governing Body minutes.

#### Cancellation of a Debt

In instances where invoices have been incorrectly raised the invoice will be presented to the bursar with an explanation of why the invoice is required to be cancelled. The responsible member of staff will mark across, and sign the invoice and all relevant documents which will be retained for audit purposes.

## Kettering Park Junior Academy Letting Agreement

### 1 CONDITIONS OF HIRE

- 1.1 Applications for the hire of the hall, any of the listed hireable rooms in the building or outside areas must be in writing on the enclosed form.
- 1.2 The scale of charges and hours of letting are set out on Appendix 2.
- 1.3 A deposit of £25 is due with the application and the balance must be paid by the hire date or within 30 days of the date of invoice.
- 1.4 Applications may not be made earlier than 53 weeks before the date of the hiring and are taken in the order in which they are received.
- 1.5 In the event of a revision of the charges for the hire after the date of application and before a hiring is confirmed by the academy governors the hirer shall pay the revised charges.
- 1.6 The Governors have the absolute right to refuse any application for hire.

### 2 CANCELLATIONS

- 2.1 The hirer may cancel a booking upon giving fourteen days' notice in writing.
- 2.2 If the building or the room hired is not re-let on the date or dates in question the deposit may be forfeited.
- 2.3 If a hiring is cancelled within fourteen days of the date of the hiring, the hirer will pay the balance of the charges that are due.
- 2.4 The academy governors reserve the right by notice to the hirer to terminate the hiring at any time for reasons outside their control and to return to the hirer any monies paid by way of deposit but the governors shall not be under any liability to the hirer for any loss or damage they may sustain out of such a termination.

### 3 FACILITIES AVAILABLE

- 3.1 The capacity of the hall is as set out below.

Type of Function	Capacity
Main Hall	
- Dances/Informal Parties/Discos	180
- Meetings	80
Small Meeting Room	10

### 4 LICENCES/LEGALITIES

- 4.1 The conditions attached to the premises licence and the stage play licences shall be duly observed. A copy of such licences may be seen on application and the hirer shall be deemed to have had notice of all such conditions.

- 4.2 No excisable liquor shall be sold unless the relevant licence or permission required under the Licensing Act 2003 or any subsequent legislation has been obtained by the hirer or on his behalf and the hirer shall ensure that any conditions attached to such licence or permission are complied with.
- 4.3 The hirer shall not use the premises or any part thereof for a performance for which copyright subsists without the consent of the owner of the said copyright or in any manner infringe any subsisting copyright.
- 4.4 If any part of the premises are to be used for purposes of gaming or games of chance of any description the hirer shall be responsible for securing that the provisions of the Gambling Act 2005 or any subsequent amending Act are fully observed and complied with.
- 4.5 The Hirer shall be expected to comply with the regulations of the Performing Rights Society.
- 4.6 The premises are subject to the normal Sunday trading laws for the time being in force and only restricted items may be sold on a Sunday. Details of these may be obtained from the Kettering Borough Council Offices.

## **5 HIRER'S RESPONSIBILITIES**

- 5.1 No nail or fastening of any kind shall be driven or put into or on to any wall, partition, pillar or other fittings or furniture. Decorations may put up in consultation with the Caretaker.
- 5.2 Electrical equipment must not be brought into the premises unless:
- (a) The arrangement has been approved in advance with the hirer, and
  - (b) The equipment has been checked and has a current certificate to confirm that it complies with the Electricity at Work Regulations for the time being in force.
- The hirer is responsible for inspecting and certifying the safety of any non-electrical equipment brought on to premises by them or their invitees or their agents.
- 5.3 The hirer shall repay to the governors on demand the cost of reinstating or replacing or repairing any part or parts of the premises, including any of the furniture and fittings therein contained, which shall be damaged, destroyed, stolen or removed as a result of the negligence of the hirer or their invitees, servants or agents during the period of hire.
- 5.4 The Hirer shall not assign the benefit or burden of the hiring or sublet or share possession of the premises or any part thereof.
- 5.5 The hirer shall indemnify the academy governors and InMAT against all claims, demands, actions or proceedings in respect of any loss, damage or injury caused by or to any persons which shall occur while such person is in or upon part of the premises or arise from any accident or occurrence which happens while such person is in or upon any part of the premises or in respect of any loss or damage suffered or sustained by any person by reason of use of the premises by the hirer.
- 5.6 The cloakrooms will be in the care and custody of the hirer, who must provide their own attendants and be responsible for any loss that may occur.
- 5.7 The hirer shall arrange insurance to cover the terms of indemnity set out in clauses 5.3 and 5.5 above and produce for inspection written confirmation from the insurance company or broker concerned.
- 5.8 If no suitable insurance has been arranged by the hirer, the hirer may, on payment of an additional 12.5% of the facilities hire fee, effect this insurance through a policy arranged by the academy governors. Where a nil hire fee is agreed a minimum premium of £1.25 per booking will

apply. Please indicate clearly on the hire application form if this option is to be taken up. This policy carries an excess of £100 for each and every claim for damage to the premises or contents caused other than by fire or explosion.

5.9 All areas used are to be left in a clean and tidy condition at the end of the function. Hirer to dispose of waste in black bin bags then put outside in correct bins. Nothing dangerous such as glasses or any kind of littering (such as cigarette butts) should be left on the grounds or inside the building

5.10 The wearing of footwear of any kind that is liable to cause damage to the flooring in any part of the academy is prohibited. When the premises are hired for the purposes of auction sales, horticultural shows or other events of a like nature the hirer must protect the flooring with a suitable covering.

5.11 If you run a club/group that involves children, you and your staff/helpers must have had the necessary checks carried out by the DBS.

5.12 All functions held on the academy premises must end by 12.00pm (Midnight) on the day of hiring. The Attention of the Hirer is drawn to County/District Council By-Laws relating to excessive noise and public nuisance.

## **6 PROVISION OF STEWARDS**

6.1 The hirer shall provide such number of attendants and stewards as may be necessary to secure the efficient supervision of the premises during the hiring, including:

- The orderly and safe admission and departure of persons to and from the premises and the orderly and safe clearance of the premises in case of emergency.
- The safety of the premises and the preservation of good order and decency therein.
- Ensuring that all doors giving egress from the premises are kept unfastened and unobstructed and immediately available for exit during the whole time the premises are in use.

6.2 For discos, the following will apply:

- All stewards must be clearly identified by a badge showing the word 'Steward'.
- All stewards (be they employed or volunteers) must be instructed in their duties by the hirers and not by any agent of the hirers.
- Stewards must be provided by the hirers at all times during the period of the booking for those options numbered (i) to (viii) below that are marked with a x

(i) [ x ] The emergency doors

(ii) [ x ] The foyer

(iii) [ x ] The main hall

(v) [ x ] Ensuring glasses are collected and returned to the bar at regular

intervals and at the end of the hiring

(vi) [ x ] Supervising the toilets

- There must be no admission after 10:00pm and no re-admission at any time during the course of the booking. If a person leaves the premises after admission he/she must not be allowed in again that evening.

- People known to have caused any problems inside or outside on any previous occasion or are clearly the worse for drink must be refused admission.
- Advertisements should include the words “No admission after 10:00pm. No re-admission at any time. The Organisers have the right to refuse admission”.
- Drinks must not be taken into the main hall and at no time must bottles and/or glasses be left lying about in any part of the premises.

## **7 EMERGENCY CONTACT DETAILS**

7.1 In the event of emergency during the period of hire, the hirer should contact:

The Caretaker – Lee Bellamy on 07749120358      The Head – Ann Walker on 07788518441

## **8 HEALTH AND SAFETY**

8.1 No smoking is permitted on the academy premises or grounds.

8.2 Users of premises are reminded of their responsibilities under the Health and Safety at Work Act 1974

8.3 No persons shall intentionally interfere with or misuse anything provided in the interests of health safety or welfare in line with the relevant statutory provisions.

8.4 Hirers should have their own First Aid Supplies AND know location of First Aid box in academy hall medical room. ALL accidents, no matter how insignificant, must be recorded in the accident log which will be given to you on confirmation of the booking.

8.5 Hirers should have access to a mobile phone in the case of an emergency.

## **9 FIRE INSTRUCTIONS**

9.1 In case of a fire the hirer will adhere to the fire instructions displayed in the premises. A prolonged bell will sound in event of a fire. Anyone seeing a fire should immediately set off the alarm. It is the Hirers responsibility to know where the exits, assembly points and fire alarms are situated.

## **10 GENERAL**

10.1 The governors reserve unto themselves and their officers, servants and agents a right of entry to every part of the premises at any time when duly authorised so to enter.

10.2 The academy governors may, by prior arrangement, allow a hirer reasonable time to clear up and remove property either at the end of the hiring or on the following morning but in any event the premises must be clear of all property by 9:00am on the date after a hiring. The governors do not undertake safe custody of property remaining on the premises.

10.3 The hirer must not do in or near the premises any act or thing which may cause the County council or the academy or the academy governors to incur or become liable to pay any penalty damages compensation costs charges or expenses

10.4 The hirer must comply in all respects with the provisions of any statutes and other obligations imposed by law or by any byelaws applicable to the hirer’s use of the premises

10.5 Hirer agreement forms and Insurance forms should be obtained from the academy office upon hiring.

**LETTING CHARGES**

(With effect from October 2018)

## PRIVATE AND OTHER TYPES OF HIRE (e.g. FUNDRAISING ETC)

Hall	Sundays £38 per 1st hour (or part)* Additional Hours £19
10% Discount or more at Head's discretion for Community & Non Profit Making Activities or Groups affiliated to the Academy	Saturdays £32 per 1 <sup>st</sup> hour (or part)* Additional Hours £17
Small Meeting Room	Weekdays £25 per 1 <sup>st</sup> hour (or part)* Additional Hours £13
	Sundays £28 per 1st hour (or part)* Additional Hours £10
	Saturdays £22 per 1 <sup>st</sup> hour (or part)* Additional Hours £7
	Weekdays £18 per 1 <sup>st</sup> hour (or part)* Additional Hours £5

## REGULAR ACTIVITIES INCLUDING ALL STAFF (LONG TERM BOOKINGS)

Hall/ Main rooms	£9.00 per hour (reviewed annually & increased if required, in line with inflation of amenities)
Small Meeting Room	£6 per hour

Regular use means weekly or monthly

A deposit of £25 for use of the Hall or £25 for use of a room is required at the time of application.

Full payment is required within 30 days from date of invoice.

- To include time for setting up and clearing away.
- Payment by Bacs (Please ask for details) or cheques made payable to Kettering Park Junior Academy