Brownhills Ormiston Academy
Charging and Remissions Policy

Renewal /TH

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Statement of intent

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

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

We promise:

- Not to charge for education provided during Academy hours.

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 (2019) 'Governance handbook'
- 'Our Funding Agreement'

2. Charging for education

2.1. We will not charge parents for:

- Admission applications.
- Education provided during Academy hours.
- Education provided outside Academy 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 Academy, or part of religious education.
- Entry for a prescribed public examination, if the pupil has been prepared for it at the Academy.
- Examination re-sits, if the pupil is being prepared for the re-sits at the Academy.

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)

3. Optional extras

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

- Education provided outside of Academy 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 Academy.
  - Religious education.

- Examination entry fees where the pupil has not been prepared for the examinations at the Academy
- 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 students

3.2. When calculating the cost of optional extras, the Academy 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 Academy will not charge in excess of the actual cost of providing the optional extra divided by the number of participating students We will not charge a subsidy for any students wishing to participate but whose parents are unwilling or unable to pay the full charge. If a proportion of the activity takes place during Academy 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. Examination fees

4.1. We may charge for examination fees if:

- The examination is on the prescribed list (which includes SATs, GCSEs and A levels), but the pupil was not prepared for it at the Academy.
- The examination is not on the prescribed list, but the Academy arranged 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 fee.

5. Examination re-sits

5.1. Where a pupil is entered for a second or subsequent attempt at an examination, we will pay the fee.

5.2. If a pupil or their parents consider it to be in the best interests of the pupil to request that an examination is re-marked, any fees involved must be covered by the pupil or their parents. If the awarding body changes the overall grade of the result, the Academy will not be charged by the awarding body and the parent/pupil will have their fees refunded.

6. Voluntary contributions

6.1. We may, from time-to-time, ask for voluntary contributions towards the benefit of the Academy or Academy 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.

6.2. 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 Academy cannot fund it via another source, the activity will be cancelled.

6.3. We will strive to ensure that parents do not feel pressurised into making voluntary contributions.

7. Music tuition

7.1. Music tuition is the only exception to the rule that all education provided during Academy 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.

7.2. Our Current Academy policy is to provide free peripatetic lessons to students

8. Transport

8.1. We will not charge for:

- Transporting registered students to or from the Academy premises, where the LA has a statutory obligation to provide the transport.
- Transporting registered students to other premises where the governing body or LA has arranged for students to be educated.
- Transporting students to meet an examination requirement when they have been prepared for the examination at the Academy.
- Transport provided for an educational visit that is part of the curriculum.

9. Residential visits

9.1. We will not charge for:

- Education provided on any visit that takes place during Academy hours.
- Education provided on any visit that takes place outside Academy 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 Academy, or part of religious education.
- Supply teachers to cover for teachers accompanying students on visits.

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

10. Education partly during Academy hours

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

10.2. If less than 50 percent of the time spent on an activity occurs during Academy hours, it is deemed to have taken place outside Academy 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 Academy, or part of religious education.

10.3. **Residential visits:** If the number of Academy 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.

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

11. Damaged or lost items

11.1. The Academy may charge parents for the cost of replacing items broken, damaged or lost due to their child's behaviour.

12. Remissions

12.1. 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. Please contact the Academy Business Manager

12.2. To request assistance, parents should contact the Academy business manager

13. School trip refunds

13.1. All initial deposits for school trips will be non-refundable. Parents will be informed of this when they are provided with initial information about the trip.

13.2. In the event that the school has to cancel a trip due to foreseen circumstances, parental contributions will be refunded.

13.3. In the event that a school trip is cancelled due to unforeseen circumstances, it is at the Principal's discretion as to whether a refund is given to parents. The Principal will consult the governing board on the matter, taking into account the cost to the school, including alternative provision cost.

13.4. In the event that a school trip is postponed due to unforeseen circumstances, it is at the Principal's discretion as to what happens with the parental contributions for the trip. The Principal will discuss options with the governing board, which could include carrying forward the money until the trip takes place, transferring the money to another trip, or refunding parents.

13.5. In the event that a pupil or their parents cancel their place on a trip, it is at the Principal's discretion as to whether a refund is given to parents. The Principal will consult the governing board on the matter, taking into account the reason for cancellation, whether the school will be reimbursed for the pupil's place on the trip, and whether the place on the trip can be offered to another pupil.

13.6. Where a pupil or their parents have previously cancelled a place on a trip and received a full refund, the school has the right to refuse to allow the pupil to attend future trips and visits.

13.7. In the event that a pupil cannot attend a trip at the last minute (e.g. due to illness), it is at the Principal's discretion as to whether a refund is given to parents. The Principal will consult the governing board on the matter, taking into account whether the school will be reimbursed for the pupil's place on the trip and whether the place on the trip can be offered to another pupil.

13.8. Once trip arrangements have been booked and confirmed, if contributions exceed the total cost of the trip, a refund will be given where the excess if greater than £10 per pupil. If the excess is less than £10 per pupil, this will be paid into the school's account.

13.9. The school will deal with cancellations and refunds on a case-by-case basis, ensuring that all pupils and their families are treated equally.

13.10. If a parent wishes to make a complaint about refunds, they can do so via the Complaints Procedures Policy.

14. Monitoring and review

14.1. This policy will be reviewed annually by the governing board

14.2. The next scheduled review date for this policy is September 2027. The policy start date was September 2022 and is reviewed annually.