



The Oak Partnership

Charging and Remissions Policy

We are committed to safeguarding and ensuring the health, safety and well-being of all pupils in accordance with safeguarding procedures and guidance for staff outlined in the schools' Health and Safety, Child Protection, Security and Safeguarding policies.

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1.0 Introduction

This policy sets out when the Trust will charge a fee for a specific activity and when will be remitted.

This policy applies to all schools within The Oak Partnership.

2.0 Definitions

- Charge: a fee payable for specifically defined activities.
- Remission: the cancellation of a charge which would normally be payable.

3.0 Aims and Scope

We believe that live performance, visits and school trips help to enhance the education of our children. We believe that all our pupils should have an equal opportunity to benefit from school activities and visits, independent of their parents' financial means. We are unable to fully fund the cost of every event and sometimes need to rely on parents to help fund them.

This charging policy describes how we will do our best to ensure that a good range of activities and visits is offered whilst trying to minimise the financial barriers which may prevent some children taking full advantage.

4.0 Legislation

This policy is based on advice from the Department for Education (DfE) on [charging for school activities](#) and [the Education Act 1996](#), sections 449 to 462 of which set out the law on charging for school activities in England.

It's also based on guidance from the DfE on [statutory policies for schools and academy trusts](#).

This policy complies with our funding agreement and articles of association.

5.0 Roles and Responsibilities

The Trust Board: has overall responsibility for approving the charging and remissions policy.

The Chief Finance Officer: Has overall responsibility for monitoring the implementation of this policy. The central finance team will provide staff with appropriate guidance in relation to this policy and its implementation.

The Headteachers within each school is responsible for ensuring staff are familiar with the charging and remissions policy, and that it is being applied consistently.

Staff are responsible for:

- implementing the charging and remissions policy consistently;
- notifying the headteacher of any specific circumstances which they are unsure about or where they are not certain if the policy applies.

6.0 Activities for which there is no charge

There will be no charge for the following:

- admission to a school within the Trust
- school lunch for children who are entitled to free school meals or infant free school meals
- education provided during the school day, including the supply of materials, books, instruments or other equipment
- activities that are part of the set curriculum, including sports matches against other schools
- activities that are part of the syllabus for a public examination that the pupil is being prepared for by the school, including entry and re-sits
- activities that are part of the school's basic curriculum for religious education.
- instrumental or vocal tuition, for pupils learning individually or in groups, where this is provided as part of the school's set curriculum rather than at the request of the pupil's parent
- transport that is taking a pupil to school or to other premises where the Trust or school has arranged for the pupil to be provided with education

7.0 Activities for which there may be a charge

Below we set out what we **can** charge for:

7.1 Education

- Any materials, books, instruments or equipment, where the child's parent/carer wishes the child to own them
- Optional extras (see section 7.2)
- Music and vocal tuition, in limited circumstances (see section 7.3)
- Certain early years provision
- Community facilities
- Examination re-sit(s) if the pupil is being prepared for the re-sit(s) at the school **and** the pupil fails, without good reason, to meet any examination requirement for a syllabus

7.2 Optional extras

We are able to charge for activities known as 'optional extras'. In these cases, schools can charge for providing materials, books, instruments or equipment. The following are optional extras:

- Education provided outside of school time that is not part of:
 - The National Curriculum
 - A syllabus for a prescribed public examination that the pupil is being prepared for at the school
 - Religious education
- Examination entry fee(s) if the registered pupil has not been prepared for the examination(s) at the school
- Transport (other than transport that is required to take the pupil to school or to other premises where the LA or governing board has arranged for the pupil to be provided with education)
- Board and lodging for a pupil on a residential visit

- Extended day services offered to pupils (such as breakfast clubs, after-school clubs, tea and supervised homework sessions)

When calculating the cost of optional extras, an amount may be included in relation to:

- Any materials, books, instruments or equipment provided in connection with the optional extra
- The cost of buildings and accommodation
- Non-teaching staff
- Teaching staff engaged under contracts for services purely to provide an optional extra (including supply teachers engaged specifically to provide the optional extra)
- The cost, or an appropriate proportion of the costs, for teaching staff employed to provide tuition in playing a musical instrument, or vocal tuition, where the tuition is an optional extra

7.3 Music tuition

Schools can charge for vocal or instrumental tuition provided either individually or to groups of pupils, provided that the tuition is provided at the request of the pupil's parent/carer. Charges may not exceed the cost of the provision, including the cost of the staff giving the tuition.

Charges cannot be made:

- If the teaching is an essential part of the National Curriculum
- If the teaching is provided under the first access to the Key Stage 2 instrumental and vocal tuition programme
- For a pupil who is looked after by a local authority

7.4 Residential visits

We can charge for board and lodging on residential visits, but the charge must not exceed the actual cost.

8.0 Calculating the charge

The charge made in respect of individual pupils will not exceed the actual cost of providing the optional extra activity, divided equally by the number of participating pupils.

It will not, therefore, include an element of subsidy for any other pupils wishing to participate in the activity whose parents are unwilling or unable to pay the full charge or the cost of alternative provision for any pupils who do not wish to participate. This also means that the charge will not include the cost of supply teachers to cover for those teachers who are absent from schools accompanying pupils on a residential visit.

A residential visit is deemed to have taken place during the school day if the number of school sessions taken up by the visit (a school day is divided into two sessions, morning, and afternoon) is equal to or greater than 50% of the number of half days spent on the visit (where a half day is a period of 12 hours ending at noon or midnight). This could include the cost of materials where parents have indicated in advance that they would like their child to bring home the finished product.

The charge for the activity will be set out clearly in advance. A pupil's participation in an optional activity will be based on parental choice and an agreement to pay the charge. The school will need to have the agreement of parents before organising the provision of an optional extra where charges will be made.

In cases where a small proportion of the activity takes place during school hours, the charge cannot include the cost of alternative provision for those pupils who do not wish to participate.

Parental agreement is necessary for the provision of an optional extra that is to be charged for.

Charges for school lunches are determined by the Trust annually, based on the cost of provision. Charges for extended day services and nursery provision over and above the free entitlement are agreed as part of the annual budget setting process. All other charges allowed within this policy are determined by the Headteacher.

9.0 Support with charges (remission)

In some circumstances the Trust or school may remit (wholly or partly) any charge set out in this policy.

The Trust is dedicated to ensuring equal opportunities for all pupils. The school may choose to subsidise part or all the payment of some charges for other activities and pupils, and this will be determined by the Headteacher.

In order that any charges do not place an unnecessary burden on family finances, we will always give plenty of notice for expensive trips and provide a mechanism for payment by instalments, setting out clearly how any refunds might be given. If the trip is at shorter notice than we would prefer, the instalments may run beyond the date of the trip. We will refund any balance, if a trip does not cost as much as expected, except where the administrative cost of processing a refund would outweigh the value. We will not ask for additional payments if the trip or activity costs more than is estimated. We will avoid using a "first paid, first served" selection process if there is more demand than places, as we know that this can disadvantage families on low incomes.

10.0 Voluntary contributions

As an exception to the requirements set out in section 6 of this policy, the school is able to ask for voluntary contributions from parents/carers to fund activities that would not otherwise be possible. Parents and carers may be asked to make voluntary contributions for any school activities which take place during school hours, school equipment, or towards school funds generally.

There will be no limit on the level of voluntary contributions and no restrictions on the use to be made of such contributions. The contribution must be genuinely voluntary and the students of parents and carers who may be unable to contribute may not be discriminated against.

The School must make that possible consequence known to parents/carers when initially requesting financial support. In any case where an activity cannot be afforded without voluntary funding, this will be made clear to the parents by the school. If there is insufficient funding for an activity, then it will be cancelled. If the activity is cancelled all monies paid will be returned to parents.

The Trust is committed to ensuring fair access and treatment of all pupils, and this means ensuring that no child is excluded from an activity because the parents or carers of that child are unwilling or unable to pay. The identity of the child or parents of the child who did not want to make the payment, or could not make the payment, will not be disclosed under any circumstances.

10.0 Damage to Trust or school property

Where school property has been willfully or recklessly damaged by a pupil or parent, the school may charge those responsible for some or all the cost of repair or replacement.

Where property belonging to a third party has been damaged by a pupil, and the school has been charged, the school may charge some or all the cost to those responsible. Whether or not these charges will be made will be decided by the Headteacher and dependent on the situation.