



# CHARGING AND REMISSIONS POLICY

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|---------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Last Review Date          | September 2026                                                                                                                                                           |
| Policy Reviewer           | Director – Kane Wilson                                                                                                                                                   |
| Version                   | V2 23/09/26                                                                                                                                                              |
| Changes since last review | Expanded to reflect current alternative provision commissioning arrangements and to include remissions, optional activities, damage/loss, equality and review provisions |
| Next Review Date          | September 2027                                                                                                                                                           |

## 1. PURPOSE

The Ark is committed to ensuring that financial considerations do not create unnecessary barriers to a child or young person's participation in the educational provision arranged for them.

This policy sets out The Ark's approach to:

- charges associated with alternative provision;
- activities, resources and services provided as part of a pupil's placement;
- voluntary contributions and optional activities;
- remission or reduction of charges where appropriate; and
- loss of or damage to The Ark's property.

The policy is intended to provide transparency for pupils, parents/carers, commissioning schools, academies, local authorities and other commissioning bodies.

## 2. LEGAL AND GUIDANCE FRAMEWORK

In developing this policy, The Ark has had regard, where relevant to its status and provision, to:

- the Education Act 1996, including sections 449-462 concerning charging for school activities;
- Department for Education guidance, Charging for school activities;
- Department for Education statutory guidance, Alternative Provision;
- Department for Education, Non-school Alternative Provision: Voluntary National Standards;
- the Equality Act 2010; and
- the terms of individual commissioning agreements, service level agreements and placement agreements entered into between The Ark and commissioning bodies.

The statutory charging provisions applying to local-authority-maintained schools do not necessarily apply to independent or non-school alternative provision in the same way. However, The Ark adopts the underlying principles of fairness, transparency and equitable access as good practice.

### 3. RESPONSIBILITIES

The Directors of The Ark are responsible for approving and reviewing this policy.

The Lead Coordinator is responsible for its day-to-day implementation and for ensuring that commissioners and parents/carers receive clear information about any applicable charges.

Any exceptional decision concerning an individual pupil or family will be considered by the Lead Coordinator in consultation with a Director where appropriate.

### 4. COMMISSIONED ALTERNATIVE PROVISION

Where a pupil's placement at The Ark has been commissioned by a school, academy, local authority or other commissioning body, the cost of the agreed provision will normally be met by that commissioner in accordance with the agreed placement terms.

The fees, services included within the placement, invoicing arrangements and any applicable cancellation or notice arrangements will be agreed with the commissioner before or at the commencement of the placement.

Parents/carers will not be asked to pay for educational provision which forms part of a placement commissioned and funded by a school, local authority or other commissioning body, unless a separate optional service has been expressly requested and agreed.

A child's access to commissioned provision will not be made dependent upon a parent/carer making an additional payment or voluntary contribution.

### 5. PROVISION INCLUDED WITHIN THE AGREED PLACEMENT

Unless specifically agreed otherwise with the commissioner, The Ark will not make an additional charge to pupils or their parents/carers for resources or activities that form an ordinary and necessary part of the pupil's agreed programme.

This may include, as applicable:

- teaching, tuition and educational support;
- ordinary learning materials and resources;
- books and worksheets;
- use of tools, equipment and instruments belonging to The Ark;
- routine practical and smallholding-based activities;
- protective equipment supplied for activities;
- food and refreshments routinely provided as part of The Ark's programme;
- pastoral support forming part of the commissioned placement; and
- routine activities taking place as part of the pupil's planned educational programme.

Where an activity involves an exceptional additional cost, arrangements will be discussed with the commissioning body in advance.

## 6. EDUCATIONAL VISITS AND ADDITIONAL ACTIVITIES

Where an educational visit or activity forms an agreed and essential element of the pupil's commissioned programme, The Ark will agree responsibility for the cost with the commissioning body.

Where The Ark offers an activity which is genuinely optional and falls outside the commissioned programme, a separate charge or voluntary contribution may be requested.

Any such request will:

- be communicated clearly in advance;
- explain the nature and amount of the cost;
- make clear whether participation is optional; and
- take account of the individual circumstances of the pupil and family.

No pupil will be treated less favourably because their parent/carer is unable or unwilling to make a voluntary contribution.

## 7. MATERIALS, EQUIPMENT AND PUPIL WORK

Ordinary materials and equipment required for a pupil to participate in their commissioned programme will normally be provided without an additional charge to parents/carers.

Where a pupil produces an item which they or their parent/carer wish to take home and which involves a significant additional material cost, The Ark may invite a voluntary contribution towards that cost.

Any such arrangements will be explained in advance.

## 8. FOOD AND REFRESHMENTS

Where food or refreshments form part of The Ark's normal programme or have been included within the agreed placement, parents/carers will not normally be charged separately.

Where a pupil may be entitled to support with the cost of meals, including where free school meal eligibility is relevant, The Ark will work with the commissioning school or local authority to establish appropriate arrangements.

No child will be disadvantaged within The Ark's ordinary educational programme because of their family's financial circumstances.

## 9. VOLUNTARY CONTRIBUTIONS

The Ark may occasionally invite voluntary contributions towards an activity or resource.

Any request will make clear that the contribution is voluntary.

A pupil will not be excluded from an activity forming part of their ordinary commissioned provision solely because their parent/carer has not made a voluntary contribution.

Where an optional activity cannot reasonably proceed without sufficient funding, The Ark may decide not to proceed with that activity.

## 10. REMISSION AND FINANCIAL HARDSHIP

The Ark recognises that families may experience financial hardship.

Where a charge is permissible under this policy, The Ark may waive or reduce that charge where requiring payment would create hardship or would unreasonably prevent a pupil from participating in an appropriate activity.

Decisions will be made sensitively and on an individual basis. Relevant factors may include:

- the pupil's circumstances;
- whether the activity is necessary to support the pupil's education or wellbeing;
- the family's financial circumstances where these are known;
- support available from the commissioning school or local authority; and
- whether an alternative arrangement can reasonably be made.

Parents/carers wishing to discuss financial difficulty are encouraged to contact the Lead Co-ordinator confidentially.

Receipt of benefits or other evidence of hardship will be considered where relevant, but families will not be required to disclose more personal financial information than is reasonably necessary.

## 11. LOSS, BREAKAGE AND DAMAGE TO PROPERTY

The Ark accepts that accidental loss, breakage and damage can occur during educational activities and will not normally seek payment for genuine accidents or ordinary wear and tear.

Where property belonging to The Ark is deliberately damaged, destroyed or lost as a result of wilful or seriously negligent behaviour, The Ark may seek a reasonable contribution towards repair or replacement.

Any decision will be made on an individual basis and will take account of:

- the circumstances of the incident;
- the pupil's age, needs and level of understanding;
- any SEND, behavioural or safeguarding factors relevant to the incident;
- whether the damage was deliberate or genuinely accidental;
- the actual reasonable cost of repair or replacement; and
- the terms of the relevant commissioning or placement agreement.

Any amount sought will be proportionate to the actual loss suffered and will not be used as a financial punishment.

Where appropriate, the matter may instead be addressed through The Ark's Behaviour Policy and restorative approaches.

A pupil's continued access to necessary education will not be made conditional upon payment for loss or damage.

## 12. CHARGES TO COMMISSIONING BODIES

Fees payable by commissioning schools, academies, local authorities or other organisations are separate from charges to parents/carers.

Placement fees and other commissioned services will be determined through The Ark's published rates, quotation, service level agreement, placement agreement or other contractual arrangements.

Where additional provision is requested outside the original placement agreement, any additional cost will be agreed with the commissioner before the service is provided wherever practicable.

## 13. EQUALITY AND FAIRNESS

The Ark will apply this policy fairly, consistently and without unlawful discrimination.

Charging arrangements will take account of pupils' individual needs and circumstances and will not be used in a way that prevents vulnerable or disadvantaged pupils from accessing the education and support commissioned for them.

## 14. QUERIES AND COMPLAINTS

Questions concerning charges should initially be raised with the Lead Coordinator.

Where a parent/carer or commissioner remains dissatisfied with the application of this policy, concerns may be raised through The Ark's Complaints Policy.

Any disputed invoice or contractual charge raised against a commissioning organisation will be managed in accordance with the relevant commissioning or service agreement.

## 15. MONITORING AND REVIEW

This policy will normally be reviewed annually, or sooner where:

- relevant legislation or Department for Education guidance changes;
- national standards applying to non-school alternative provision become mandatory;
- Leeds City Council or another commissioning body introduces relevant requirements; or
- The Ark makes a material change to its provision or charging arrangements.