

Charging Policy

Incorporating Lettings



This Policy was reviewed and agreed by the Governing Body (F&GP) on

Signed..... Chair of Governors

Next Review date February 2020

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Introduction

At Heathfield we want all our students to have an equal opportunity to benefit from College activities, both on and off site, within and outside the curriculum, regardless of their family's financial means. This policy sets out our College approach to charging and is informed by local authority policy and DfE guidance. In doing this our intention is to ensure transparency in setting charges and clarity over those items which the College will provide free of charge and those items where there may be a charge.

The Governing Body recognises that as a result of the Education Act 1996 there is no statutory requirement to charge for any form of education or related activity and that charging is prohibited except in certain circumstances at the discretion of the Governing Body.

The Governing Body also recognises that without voluntary contributions from parents certain curriculum activities would not be able to take place.

Definitions

- The College day is defined as: 8:40am to 3:05pm and 'outside college hours' means those times treated as outside college hours following the application of the calculations contained in Section 107 of the Education Reform Act 1988
- '1988 Act' means the Education Reform Act 1988;
- 'prescribed public examination' means any examination which is specified in Regulations made by the Secretary of State for Education and Science under the 1988 Act;
- 'statutory duties relating to religious education' are those imposed by Section 10 (1) (b) of the Education Reform Act 1988.

Responsibilities

The Head Teacher will ensure that staff are familiar with and correctly apply the policy.

The Governors will review the policy biennially at the Finance and General Purposes Committee meeting.

Policy statement

During the College day all activities that are a necessary part of the National Curriculum for KS3 and KS4 will be provided free of charge. This includes the transport to take students between the College and the activity. It excludes charges made for teaching an individual pupil or groups of up to four students to play a musical instrument and for specialist materials and equipment, including optional additional printing or photocopying, in curriculum areas such as Art, Textiles, Photography, Media and Technology subjects.

Unless the teaching is an essential part of either the National Curriculum or a public examination syllabus being followed by the student(s), the College will make a charge.

There will be no charge for any activity that is an essential part of the syllabus for an approved examination unless:

- the examination is on the set list, but the student was not prepared for it at this College.
- the examination is not on the set list but the College arranges for the student to take it.
- a student fails without good reason to complete the requirements of any public examination where the governing body or the Local Authority (LA) originally paid or agreed to pay the entry fee.

Voluntary contributions may be sought for activities during the college day which entail additional costs, for example field trips. If insufficient funds are raised due to parents not being able to or deciding not to contribute then it may be necessary to curtail or cancel the activity.

From time to time the College may invite a non-college based organisation such as visiting drama or dance group to arrange an activity during the college day. Such organisations may wish to charge parents/carers, *(who may, if they wish, ask the Head Teacher to agree to their child to not attend the activity; in this such instance alternative work will be set.)*

Calculating charges

When charges are made for any activity, whether during or outside of the College day, they will be based on the actual costs incurred (including administration), divided by the total number of students participating. There will be no levy on those who can pay to support those who can't or won't. *(Support for cases of hardship, if agreed by the Head Teacher, will be supported through voluntary contributions, fundraising, Pupil Premium and 6th form Bursary.)*

Parents/carers who would qualify for support are those who are in receipt of eligible benefits.)<https://www.gov.uk/browse/benefits>)

The principles of best value will be applied when planning activities that incur costs to the College and/or charges to parents/carers.

Concessions

The College may choose to subsidise, in full or part, charges for certain activities and students, as determined by the Governing Body, advised by the Head Teacher. The circumstances in which concessions are applied will be reviewed regularly.

Education partly during the College day

If a non-residential activity happens partly inside the college day and partly outside of it, there will be no charge if most of the time to be spent on the activity falls within the college day. Conversely, if the bigger proportion of time spent falls outside of the normal college day, charges will be made. *(When such activities are arranged parents/carers will be told how the charges were calculated.)*

Optional activities outside of the College day

The College may charge for optional, extra activities provided outside of the College day, for example after school clubs or a theatre visit. Such activities are not part of the National Curriculum or religious education nor are they part of an examination syllabus. Where we wish to charge we will advise parents/carers in advance. Where specific funding has been received to support particular activities we will subsidise the charge to the extent permitted by the funding.

In recognition of our Arts heritage and to maintain the level of Arts engagement (formally a Specialist Arts College) we continue to support all college Arts events. This rationale is sustained by charging a nominal entry or participation fee at certain Arts events. All funds raised at Arts events are used to maintain and purchase specialist equipment (lighting, sound, costumes etc.).

Optional Extras

Charges will be made for some activities known as “optional extras”. Where an optional extra is being provided, a charge can be made for providing materials, books, instruments or equipment. Optional extras are:

- Education provided outside of college time that is not:
 - a. part of the National curriculum;
 - b. part of a syllabus for a prescribed public examination that the pupil is being prepared for at the College; or
 - c. part of religious education.
- Examination entry fee(s) if the registered pupil has not been prepared for the examination(s) at the College;
- Transport that is not required to take the pupil to college or to other premises where the local authority/governing body have arranged for the pupil to be provided with education; and
- Board and lodging for a pupil on a residential visit.

In 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 for a member of the Support Staff to attend a trip where there is a need to meet statutory student:adult ratios, to act as a first aider, or to drive the minibus.
- Teaching staff engaged under contracts for services purely to provide an optional extra, this includes supply teachers engaged specifically to provide the optional extra; and
- The cost or a proportion of the costs, for teaching staff employed to provide tuition in playing a musical instrument, where the tuition is an optional extra.

Any charge made in respect of individual students will not exceed the actual cost of providing the optional extra activity, divided equally by the number of students participating. It will not include a subsidy for any other students wishing to participate in the activity whose parents are unwilling or unable to pay the full charge.

A charge will not be added for the cost of alternative provision for those students who do not wish to participate.

Participation in any optional extra activity will be on the basis of parental/guardian/carer choice and a willingness to meet the charges. Parental/guardian/carer agreement is therefore a necessary pre-requisite for the provision of an optional extra where charges will be made.

Charity Fund Raising

The College facilitates a number of charity fund raising events throughout the year. Many of these are organised by students who raise money for specific charities nominated by their year groups. The College also has Non-Uniform days, where students and staff pay for the privilege of not wearing uniform or their normal work clothes for that day. All money given to charity for any of these events is voluntary.

Voluntary Contributions from parents

Voluntary donations from parents are activity encouraged, all donations received are used to support specific identified College activities and initiatives.

Loss and/or Damage to Property and Breakages

The College will seek to recover some or all of the costs incurred due to wilful (*and foolhardiness*) damage, loss or breakage of College property.

The College will seek to recover some or all of the costs incurred due to wilful (*and foolhardiness*) damage, loss or breakage of property belonging to a third party where the College has been charged.

Exams

The College will enter a student for examination in a public examination syllabus that the college has prepared the student for. Students will not be entered if the College thinks there are educational reasons for not entering the student, or if the student's parents/carers ask in writing that the student should not be entered. (*in these such cases the request will be discussed with the governing body; the decision will be final and reflect the best interests of the student*)

An examination fee will not be charged for students who are being entered for an examination for the first time.

An examination fee will be charged to the student/parents when:

- A student fails without good reason to complete the requirements of any public examination or attend a public examination where the College has originally paid the entry fee.

Re-sits

Where a student is entered for a second or subsequent attempt at an examination, the fee will be charged. The College may include an additional charge to cover administration costs.

Enquiry about Results Fees Levied by Awarding Bodies

The 2009 GCSE, GCE, VCE and GNVQ Code of Practice states that each awarding body will make a charge for use of its results enquiry service.

If the college deems it to be in its own interest (and/or the interest of the student) to make an 'Enquiry about Result' in certain examination papers then it can do so. The college will pay the appropriate fee.

If the student or parent/carer deem it to be in the best interests of the child to make an 'Enquiry about Result' they may approach the college (as the examinations centre) to seek the service on their behalf. If the college agrees to do this, the college is acting as an agent for the student/parent/carer in obtaining an additional service from the awarding body and that the student/parent/carer is responsible for any fees involved. The College may include an additional charge to cover administration.

If the awarding body find that as a result of the enquiry the candidate's overall grade is changed then no fee will be levied and the college will refund any fee paid by the student/parent/carer for this particular enquiry less any administration charge included in the initial charge.

Lettings

The Governing Body regards the College buildings and grounds (which are owned by East Sussex County Council) as a community asset; however, the overriding aim of the Governing Body is to support the College in providing the best possible education for its students, the promotion of equality of opportunity and the community cohesion of the local area. Any lettings of the premises to outside organisations will be considered with this in mind.

Heathfield Community College is also fully committed to making the College premises available to the wider community supporting college improvement, wellbeing and the wider outcomes for children and young people:

Community use

- encourages broader engagement from the local community, and engenders a greater commitment to the College and to education
- provides a base for parent and adult learning, encouraging the idea that learning is something that is valued throughout life
- can be significant to children's enjoyment and achievements (out of college activities run by voluntary and community organisations)

The cost to the College in making the premises available for such activities will be recovered and these costs will include:

- providing on site supervision and management when needed
- Public Liability Insurance. Where hirers do not have their own Public Liability Insurance, the College can purchase “Third Party Hirer’s Public Liability Insurance” cover from ESCC on behalf of the Hirer.
- consumable materials such as power, water and heating.
- any other cost item required by the hirer.
- contribution to a sinking fund to cover short and long term maintenance of the Multi Use Games Area (MUGA)
- costs for damage (including specialist cleaning) as a result of the hire
- administration costs

For further details please refer to the [College Lettings Policy and College Lettings Procedure](#). Appendix 5

Lockers

The College will make a charge for the use of a locker. The lockers will be available for KS3 and KS4 students on a first come first served basis. If the key to the locker is lost then a further charge for the replacement key will be due.

Non-Business recharges

Any non-business costs incurred by the College for individuals in the community and or community groups e.g. photocopying, paper etc. will be recharged using the College’s invoice system and will include the appropriate rate of VAT. A 30 day payment is requested.

Maths equipment for exams

Calculators and mathematical equipment are available to purchase by students up to and including exam days. All equipment is bought by the College under our 'Value for Money' policy and will be re-charged to students at cost on a non-profit basis.

Minibus (Transport)

Charges will not be made for:

- transporting registered KS3 and KS4 students to and from the College premises, where the Local Authority has a statutory obligation to provide transport. A minibus service is provided for 6th form students where the need for transportation has been identified in their application process and where the student is living outside of the College's catchment area. A non-profit charge will be made for this transport facility in accordance with Section 19 permit (Transport Act 1985) (*These permits are granted to organisations who operate vehicles without a view to profit to transport their members or people whom the organisation exists to help. Section 19 permit vehicles cannot be used to carry members of the general public.*)
- transporting students to other premises where the governing body or local education authority has arranged for students to be educated (*if this is by public transport, parents and students may be asked to initially fund the transport costs which will be refunded by the college on the submission of a receipt or bus ticket. This may be on a weekly/monthly or termly basis as agreed*)
- transport that enables a student to meet an examination requirement when he/she has been prepared for that examination at the College
- transport provided in connection with an education visit, although voluntary contributions may be asked for to enable the visit to go ahead.

Music Tuition

Although the law states that all education provided during College hours must be free, music lessons are an exception to this rule.

Charges will be made for teaching either an individual pupil or groups of any appropriate size to play a musical instrument or to sing. Charges will only be made if the teaching is not an essential part of the National Curriculum.

In cases of hardship the College will consider in its absolute discretion the remission of fees (either in full or in part) for those students who they consider will benefit from such tuition.

PE Kit (specialist equipment not on the required list for all students)

Certain PE courses in KS4 and KS5 require specialist equipment and or clothing. The purchase of this equipment and clothing is voluntary. All equipment and clothing is bought by the College under our 'Value for Money' policy and will be re-charged to students at cost on a non-profit basis.

Printing Credits

The College will provide, free of charge, the necessary level of black and white printing and photocopying credits for all students for all curriculum subjects. Students that have used all their allocation or require colour printing or photocopying can purchase additional printing credits in denominations of £1, £5 and £10.

Publication scheme (Freedom of Information)

The purpose of the publication scheme is to make as much information as possible available at minimum inconvenience and cost to the public. This means that charges made must be justified and transparent.

The College will

- Publish material on the College website free of charge.
- Charge a communication fee for information provided in hard copy. This will include the cost of printing, photocopying, postage and packaging, but will not include the cost of staff time to carry out these activities. Specific information published on the website will be provided free of charge on request in writing.
- Will not charge for information sent by email.
- Where possible, we will specify what the communication fee is, at the point of enquiry and request payment in advance

Charging fees for information not published under the publication scheme

If the information the individual is looking for is not in our publication scheme, they can submit a formal request to see that information.

The College will consider the following:

- The College does not have to provide information requested under the Freedom of Information Act 2000 (FOIA) if the cost of providing the information exceeds £450. See below for how to assess this.
- Under the Environmental Information Regulations 2004 (EIR), there is no cost limit, but if a request incurs a disproportionate cost it can be refused.

- If a request does not exceed the £450 cost limit, the College will provide the information but we will only charge a communication fee for doing so.
- The communication fee will include the cost of printing, photocopying, postage and packaging. However, it will not include the cost of staff time to carry out these activities or time used to calculate the £450 cost limit.
- The College will not charge a communication fee for requests where the response is facilitated by e-mail
- If the £450 limit is exceeded and the College decide to provide the information anyway, the College can charge for the time it takes staff to find and prepare the information, as well as the communication fee.
- If the College is going to charge a fee, the College will notify the person making the request as soon as possible.

Assessing whether or not the cost limit is exceeded

To assess whether the £450 cost limit is exceeded, the College will consider how much staff time it would take to complete the following four activities:

- determining whether the College holds the information
- locating the information or documents containing it
- retrieving the information or documents containing it
- extracting the information from documents that contain it.

When assessing the cost limit, the College will not take into account the time taken to consider whether any exemptions apply or to remove the exempt information.

Local authorities are responsible for looked after children and make payments to schools and academies where an eligible looked after child is on roll.

Details of the arrangements for funding Pupil Premium, including allocations at school level, parliamentary constituency level and local authority level can be found on the Department of Education website.

Residential Activities

Charges will be made for board and lodging, *(except for students whose parents/carers are in receipt of eligible benefits (<https://www.gov.uk/browse/benefits>) **and** are eligible for Pupil Premium or 6th Form Bursary. Other requests of hardship will be considered by the Head Teacher who will agree one or both of the following: an acceptable payment plan, a reduced contribution.)*

Other charges will be made to cover costs when the number of College sessions missed by the students totals half or more of the number of half-days taken up by the activity. *(In such cases parents/carers will be told how the charges were calculated.)*

Revision Books and Revision Packs

The College will purchase Revision Books for re-sale and provide Revision Packs (including past papers) for many subject areas. Both revision books and revision packs will be recharged to students at cost on a non-profit basis. Where possible the College will supply revision materials in a digital format; in these instances no charge will be made.

Meals

No charge will be made for students entitled to free school meals. The College will charge all students not entitled to free college meals an amount which has been determined by the College under the College's Scheme of Delegation.

Technology and Art Contributions

The College will make a charge to cover the cost of materials (including photocopying)/ingredients for subjects such as design, food technology, art, textiles and photography where students take home the finished product.

Eligible benefits

For more information on eligible benefits visit: <https://www.gov.uk/browse/benefits>

Further Guidance and Reference to Legislation

<https://www.gov.uk/government/publications/charging-for-school-activities>

Governors Guide to the Law, Chapter 23 - Charging for College activities

Appendix 1 Pupil Premium

The government believes that the pupil premium, which is additional to main school funding, is the best way to address the current underlying inequalities between children eligible for free school meals (FSM) and their peers by ensuring that funding to tackle disadvantage reaches the pupils who need it most.

The pupil premium was introduced in April 2011 and is allocated to schools and colleges to work with pupils who have been registered for free school meals at any point in the last six years (known as 'Ever 6 FSM').

Accountability

The government believes that Head Teachers and school leaders should decide how to use Pupil Premium. They are held accountable for their decisions they make through:

- the performance tables which show the performance of disadvantaged pupils compared with their peers
- the Ofsted inspection framework, under which inspectors focus on attainment of pupil groups, and in particular those who attract the pupil premium
- the reports for parents that schools have to publish

How schools present the information on their online statement is a matter for each school. There is certain information that must be in the report: the school's Pupil Premium allocation in respect of the current academic year; details of how it is intended that the allocation will be spent; details of how the previous academic year's allocation was spent, and the impact of this expenditure on the educational attainment of those pupils at the school, in respect of whom grant funding was allocated.

Funding

In most cases the Pupil Premium is paid direct to schools, allocated to them for every pupil who receives free school meals. Schools decide how to use the funding, as they are best placed to assess what additional provision their pupils need.

For pupils from low-income families in non-mainstream settings the local authority decides how to allocate the Pupil Premium. The authority must consult non-mainstream settings about how the premium for these pupils should be used.

(Source: Department of Education website)

Appendix 2 6th Form Bursary Funding

Since September 2011, the College has administered the 16-19 Bursary Fund. The amount of funding available for each College to distribute through the bursary funding has been determined by the government. The College is committed to distributing the bursary fund to those students with the greatest need and targeted towards young people facing financial barriers to participation, such as the costs of transport, books and equipment.

To be eligible to receive reimbursement from the bursary fund the young person must be over 16 on 1st September and be under 19 on 31st August in the academic year in which they start their programme of study. Where a young person turns 19 during their programme of study, they can continue to be supported to the end of the academic year in which they turn 19, or to the end of the programme of study, whichever is the sooner. In addition the young person must also be in care, leaving care, be in receipt of Income Support in their own name or in receipt of Employment Support Allowance and Disability Living Allowance or have a household income below the minimum requirement, in accordance with the guidelines.

In exceptional circumstances reimbursement from the bursary fund may be awarded to younger students where they are following an accelerated programme.

Young people must satisfy the residency criteria in the current EFA Funding Guidance : Funding Regulations. They must be participating in provision that is subject to inspection by a public body that assures quality (Ofsted) and is funded by the EFA or the European Social Fund or otherwise publicly funded and lead to a qualification that is accredited by Ofqual or is pursuant to Section 98 of the Learning & Skills Act 2000.

Applications for 6th form bursary funding should be made by the student to the 6th Form Administration Office.

Funding conditions in respect of charges to students

The EFA attaches conditions to its grant funding in accordance with the following guidance by the Secretary of State.

- Tuition fees cannot be charged to students aged 16-18 in full time or part-time education. For the purposes of the funding agreement, '18', means 'under 19 on 31 August in the teaching year when the student commences a study programme'.
- It is intended that such students should continue to receive free tuition in any consecutive subsequent year of study on the same study programme as recorded in their learning agreement.
- No compulsory enrolment, registration or examination fees can be charged

to students aged 16-18 in full time or part-time education, other than in the following circumstances.

- Institutions can apply reasonable conditions of attendance in order to qualify for free examination entry.
- Institutions can charge for examinations and re-sits as follows.
- Where the required attendance or completion of work has not been achieved.
- Where the student fails without good reason to sit the examination for which the institution has paid.
- Where a student re-sits an examination resulting from an initial examination failure.
- Where a student re-sits an exam with the aim of achieving marginal improvements in grades.
- Institutions must ensure that requirements for attendance and coursework are applied reasonably. Absences or non-completion of coursework because of illness or other acceptable reasons should not be grounds for charging.
- Institutions are, however, able to set conditions for, and seek voluntary contributions from, students or their sponsors. Requests for voluntary contributions must make it clear that there is no obligation to contribute, and that students would not be treated differently according to whether they or their sponsors have made any contribution in response to the request.
- No fee should be charged to students aged 16-18 for instrumental tuition which is part of the syllabus for a prescribed public examination, which includes music qualifications on the Section 96 list.
- No tuition fees can be charged for provision funded by the EFA for students with learning difficulties or disabilities aged 19 to 24
- Institutions may choose to charge students aged 16-18 in full time or part-time education for other elements of their study programme as set out here. There is no requirement to charge for optional extras. The institution funding the activity is free to determine whether any charge should be made for it and, if so, how much should be charged and to whom.
- Where clothing or equipment is necessary for the student's health or safety, a charge may be made for clothing and equipment that the student retains, but only if the student also has the option of borrowing the clothing or equipment free of charge.

- For the sale of learning materials in bookshops, or similar facilities in institutions, that enables students to secure discounts on books, stationery or similar materials.
- Fines for the late return of library books or other disciplinary fines (provided such penalties have been made known in advance); and deposits on lockers, ID cards, keys, library cards or smartcards and equipment that are fully refundable except in cases of damage or theft. Fines and deposits are not fees.
- Photocopying and printing, including computer printouts, are not fees as long as they are not course-specific, are optional and there are alternative sources for these services.
- The recreational use of leisure and other non-academic facilities where the activity taking place is not a requirement of a course syllabus or not part of a student union membership free entitlement.
- Travel, board and lodging and other additional costs, including any tuition costs, associated with field trips and similar activities that may form part of or be outside the requirement of the course syllabus or agreed study programme.
- Optional extra activities where the activity is taking place outside a required part of an agreed study programme, and charging is at the discretion of the institution that would otherwise meet the cost of provision. Examples of optional extra activities include theatre, cinema or museum visits or other day or residential visits that are not a requirement of course syllabuses.

For more information visit

<https://www.gov.uk/search?q=16-19+Bursary+funding>

Appendix 3 Communication to parents

1. For activities which must take place to fulfil the curriculum the following form of words will be used:

‘In order to cover the cost of thea voluntary contribution ofper student is requested. There is no obligation to contribute and students will be treated the same whether or not a contribution has been received. However, a failure to receive such contributions could put financial restraints on other activities within this subject’.

2. For activities which are deemed educationally desirable but are dependent on funds totally from parent contributions, the following form of words will be used:

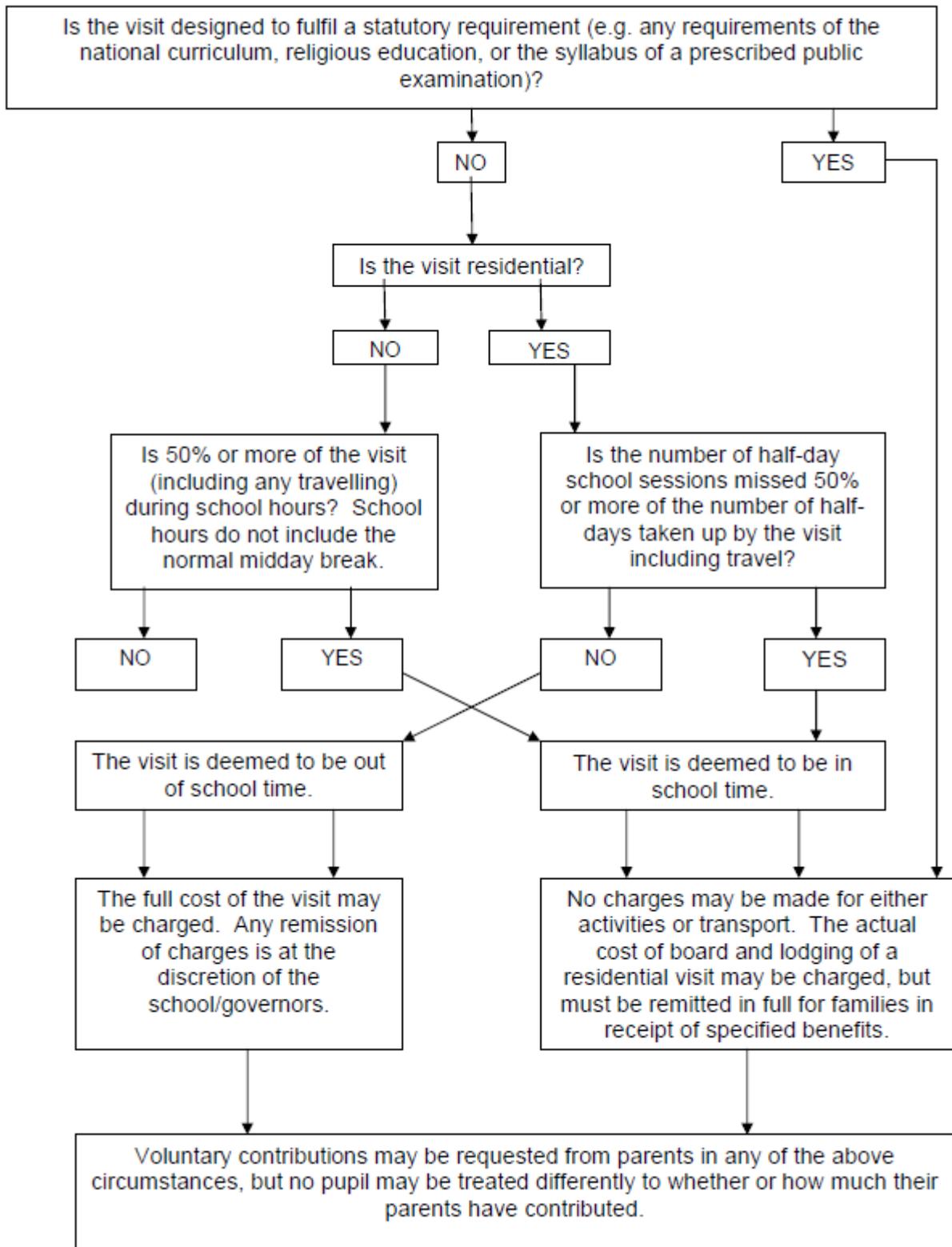
‘This activity has been organised because (reason) If this activity is to take place, a voluntary contribution ofper student is necessary.
Unless sufficient contributions are forthcoming, the activity will not be able to take place and any contributions made will be refunded in full. As per our Charging Policy a student’s participation in such an activity will be a matter for parental choice and on the basis of a willingness to meet any charges applicable. Thus such an agreement is a pre-requisite to a student’s inclusion.

The College uses a secure external web-based provision to collect charges from parents for all items listed in this policy. It enables the College to accept payments online, using a debit or credit card. It is an easy-to-use secure system which gives the freedom for parents to make payments whenever and wherever they want, 24 hours a day 7 days a week together with the certainty that money paid will reach College quickly and safely. Payment by cheque is no longer accepted.

Addendum

The College has made a strong commitment to reduce photocopying, printing, our use of paper and to help the environment. To achieve this, all correspondence to parents such as the notification of college events, Options Evenings, Year 8 Camp, Parents’ Evenings, Department events, Newsletters, Non-uniform Days, Music Practices and much more will be sent to parents electronically. The money saved is being used to purchase additional resources for students in the classroom.

Appendix 4 Voluntary Contributions Flow Chart



Appendix 5 Lettings Policy

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General Terms

The Governing Body regards the college buildings and grounds (which are owned by East Sussex County Council) as a community asset, however, the overriding aim of the Governing Body is to support the college in providing the best possible education for its pupils, the promotion of equality of opportunity and the community cohesion of the local area. Any lettings of the premises to outside organisations will be considered with this in mind.

Heathfield Community College is also fully committed to making the college premises available to the wider community, supporting college improvement, wellbeing and the wider outcomes for children and young people:

Community use

- encourages broader engagement from the local community, and engenders a greater commitment to the college and to education
- provides a base for parent and adult learning, encouraging the idea that learning is something that is valued throughout life
- can be significant to children's enjoyment and achievements (out of school activities run by voluntary and community organisations)

The cost to the college in making the premises available for such activities will be recovered and these costs will include:

- providing on site supervision and management when needed
- Public Liability Insurance. Where hirers do not have their own Public Liability Insurance, the college can purchase “Third Party Hirer’s Public Liability Insurance” cover from ESCC on behalf of the Hirer.
- consumable materials such as power, water and heating.
- any other cost item required by the hirer.
- contribution to a sinking fund to cover short and long term maintenance (MUGA)
- costs for damage (including specialist cleaning) as a result of the hire
- administration costs

Definition of a letting

A letting may be defined as:

“Any use of the college buildings and grounds by parties other than the college and its partners. This may be a community group (such as a local music group or football team), or a commercial organisation (such as the local branch of ‘Weight Watchers’)”.

The following activities fall within the corporate life of the college. These activities are not considered to be lettings and costs arising from these uses are therefore a legitimate charge against the college’s delegated budget:

- extra-curricular activities for pupils organised by the college
- college performances
- Governing Body meetings
- parents’ meetings
- services provided by partner organisations

Priority for lettings

The Governing Body is mindful of the needs in the local area.

The following lettings are especially encouraged:

- educational activities open to College pupils and their families
- recreational activities open to College pupils and their families
- activities organised by local community groups for the benefit of the local community
- lettings to
 - children's groups
 - youth groups
 - parent support groups
 - self help groups
 - parents attached to the college
 - people living in the college's local community
 - voluntary organisations
 - people with a disability
 - faith groups

The following activities are not considered to be appropriate for lettings as they are either well provided for in the local area; are not deemed to be compatible with the ethos of the college or are not able to be accommodated within the college facilities:

- commercial activities with little potential to generate income or support for the college
- events selling alcohol
- activities promoting gambling

Types of Lettings

The Governing Body has agreed to define lettings under the following categories:

- College lettings for activities for pupils or their parents and carers that provide educational benefit to pupils.
- community lettings for other community activities which should be made on the basis of full cost recovery
- commercial lettings will be charged on a cost plus an income margin for the college

The Schedule of Charges

The Governing Body is responsible for setting charges for the letting of the college premises. These are set out in the Schedule of Charges for Lettings.

The scale of charges will be reviewed biennially by the Finance & General Purposes Committee of the Governing Body for implementation from the beginning of the next academic year, with effect from 1st April of that year.

For the purpose of charging, the Facilities Manager (FM) is empowered to determine to which group any particular individual or organisation belongs.

Details of current charges will be provided in advance of any letting being agreed.

The Head Teacher (HT) and FM are permitted to offer any discounts or agree a subsidy for any lettings, as deemed appropriate. The basis of charging will be determined by the purpose for which a letting is arranged.

The college is constrained by law to apply value added tax to all transactions where this is appropriate. The letting of rooms for non-sporting activities is exempt of VAT, whereas sports lettings are subject to VAT.

The minimum hire period will be two hours.

The college reserves the right to require a deposit over and above the hiring charge as a surety against damage to the premises (including any equipment) or the premises being left in an unacceptable condition necessitating additional cost for cleaning, caretaking or other expenses.

The college will seek to recover any cost incurred by the college that are unavoidable and result directly from the cancellation of a letting. The timescale and charges for cancellations are set out in the Lettings Procedure.

Clubs providing specific sole activities for disabled or vulnerable groups will be eligible to a 25% discount.

Agreements

A form of Hire Agreement will be maintained by the college for all lettings and this agreement will be signed by both parties prior to any let taking place.

A copy of the signed agreement will be retained by the college and passed to the person responsible for premises management at the time of the let.

The college will comply with the Lettings Procedure.

Letting times, available facilities and equipment

The following times, facilities and equipment available are agreed as follows:

| College Area | Suitable for Community Use? | Times Available | Issues effecting use |
|--|-----------------------------|--|--|
| Main Hall With standard seating for 250 people | Yes | Term Time: Mon- Fri: 6.00pm to 9.30pm Saturday: 7.00am to 10.00pm Sunday: 7.00am to 12.00 (Midday) (not available during school holidays) | <ul style="list-style-type: none"> • <i>Maximum capacity 250 people</i> • <i>No stilettos</i> • <i>Heating ineffective in winter and requires 8 hours warm up time</i> • <i>Overhead projector, light and sound available at an extra charge</i> |
| Adjustable Stage (Stage area) | Yes | As Above | <ul style="list-style-type: none"> • <i>Requires 1 hour to set up and take down by trained staff member</i> |
| Drama Studio (Stage Area) | Yes | As Above | <ul style="list-style-type: none"> • <i>Maximum capacity</i> |

| | | | |
|-------------------------------------|-----|----------|--|
| With standard seating for 40 people | | | <p>80 people</p> <ul style="list-style-type: none"> • Standard seating for additional 40 people at an extra charge • Tiered seating for 40 people available at an extra charge • Doors will need to be opened by trained staff member • Lighting and Sound available at an extra charge |
| Link Hall No seating | Yes | As Above | <ul style="list-style-type: none"> • Seating for 100 people is available at an extra charge • No food or drink • Overhead projector available at an extra charge |
| Gym No seating | Yes | As Above | <ul style="list-style-type: none"> • Seating for 100 people is available at an extra charge • No stilettos • No access to gym equipment • Heating ineffective in winter and requires 8 hours warm up time |
| Dining Hall | Yes | As Above | <ul style="list-style-type: none"> • No access to |

| | | | |
|--|-----|--|--|
| With tables and chairs for 95 people | | | <p><i>fridges</i></p> <ul style="list-style-type: none"> • <i>No access to kitchen</i> • <i>See - Terms and Conditions, Cleaning</i> |
| General Classroom With tables and chairs for 32 people (20 people in the 6 th form block) | Yes | As Above | <ul style="list-style-type: none"> • <i>No food or drink</i> • <i>IT equipment available at an extra charge</i> • <i>See - Terms and Conditions (Appendix 3)</i> |
| Playground/Sports Field | Yes | <p>Term Time: Mon- Fri: 6.00pm to 9.15pm</p> <p>Saturday & Sunday 9.15am to 9:15pm</p> <p>During School Holidays: Every day: 9:15am - 9:15pm</p> | <ul style="list-style-type: none"> • <i>Access to equipment available at an extra charge</i> • <i>Only available during daylight hours</i> • <i>No BBQ's</i> • <i>Rubbish to be cleared away</i> • <i>See - Terms and Conditions (Appendix 3)</i> |
| MUGA - Multi Use Games Area | Yes | <p>Term Time: Mon- Fri: 6.00pm to 9.15pm</p> <p>Saturday & Sunday 9.15am to 9:15pm</p> <p>During School Holidays: Every day: 9:15am - 9:15pm</p> | <ul style="list-style-type: none"> • <i>Access to equipment available at an extra charge</i> • <i>No studded boots</i> • <i>No stilettos</i> • <i>Rubbish to be cleared away</i> • <i>No BBQ's</i> |

| | | | |
|---|-----|--|--|
| | | | <ul style="list-style-type: none"> • <i>See - Terms and Conditions (Appendix 3)</i> |
| Common Room Toilets are available in the Rosla Block. | Yes | Term Time: Mon- Fri: 6.00pm to 9.30pm Saturday: 7.00am to 10.00pm Sunday: 7.00am to 12.00 (Midday) (not available during school holidays) | <ul style="list-style-type: none"> • <i>Kitchen available at an extra charge</i> |
| Canopy | Yes | Term Time: Mon- Fri: 6.00pm to 9.15pm or later on application Saturday & Sunday 9.15am to 9:15pm or later on application During School Holidays: Every day: 9:15am - 9:15pm or later on application | <ul style="list-style-type: none"> • <i>Food Servery available at an extra charge</i> |

Variations to these facilities and times will be subject to the approval of the FM.

Conduct

This is set out in the Terms and Conditions for Lettings.

Security

The FM has delegated authority to determine the security risk for each letting and will be responsible for allocating a continuous security presence or other control measure.

Management of lettings

The Governing Body has delegated day-to-day responsibility for lettings to the FM in accordance with the Governing Body's policy. Where appropriate, the FM may delegate all or part of this responsibility, such as security, child protection to other members of staff, whilst still retaining overall responsibility for the lettings process.

If the FM has any concern about whether a particular request for a letting is appropriate or not, the HT will be consulted.

The college will ensure that the terms of any agreement for lettings that will require the Hirer to employ staff or use volunteers to work with, or provide services for children, regardless of whether they attend the college or not, also require the Hirer to adopt and implement the measures described in the Terms and Conditions for Lettings.

Considering applications for lettings

Organisations seeking to hire the college premises should approach the Premises Manager. The Schedule of Charges, Lettings Procedure and Terms and Conditions should be given or referred to.

A Hire Agreement form should be completed at this stage. A record of all enquiries should be kept on file.

The FM will decide on the application with consideration to:

- the priorities for lettings agreed by Governors and set out in the college's Lettings Policy
- the availability of the facilities and staff
- the college Equal Opportunities, Safeguarding and Child Protection policies
- the health and safety considerations such as numbers of users, type of activity, qualifications of instructors etc.

Issuing a Lettings Contract

Once a letting has been approved, the Hire Agreement will be sent back to the Hirer.

The person applying to hire the premises [Hirer] will be invoiced for the cost of the letting, in accordance with the Governing Body's current Schedule of Charges. Payment will be required in advance in order to reduce any possible bad debts and or a deposit to cover damage.

An official receipt will be issued for all payments received. All lettings fees received will be paid into the college's bank account. The income and expenditure relating to lettings will be clearly recorded by the college and reported under the guidelines for Consistent Financial Reporting.

The FM and the HT on behalf of the Governing Body have the right to refuse an application to hire, and no letting should be regarded as "booked" until approval has been given in writing and payment received in full. The reason for refusals should be recorded on the bottom of the Hire Agreement form and fully explained to the enquirer.

Policy Review

This policy will reviewed by the Governing Body biennially.

Lettings Procedure

1. Booking

- Use of the college premises for a letting must be agreed in advance and confirmed by both the Hirer and the Facilities Manager or Head Teacher using the Hire Agreement form.
- Hire Agreement forms are available via the college email, website or in writing to the Premises Manager.
- Bookings will be considered for dates up to 6 months in advance.
- The Hire Agreement form will be issued with a unique reference number (HAF No.)
- The agreement will include the fee, appropriate VAT and any other charges payable.
- The minimum hire period is for two hours or one session and the setting up of equipment is part of the hire period.
- The college reserves the right to refuse an application to Hire, the reason for refusal will be stated on the bottom of the Hire Agreement Form.
- It must be recognised that College use of the premises takes priority and that there may be occasions when arrangements have to be changed (where possible these will be advised at the time agreement is reached).
- All bookings will be recorded by the Premises Manager.

- The completed Hire Agreement form should be held by the Facilities Manager up to the time of the event, a copy will be sent to the Hirer and the Finance Department.
- No landlord and tenant relationship shall be created.

2. Charges

- The Schedule of Charges are set by the Governing Body Finance and General Purposes Committee and are reviewed annually.
- The charge to be levied must be agreed with the Hirer in advance and recorded on the Hire Agreement form.
- The Facilities Manager or the Head Teacher can waive the lettings charge if there is a specific reason such as a community orientated or charity usage.
- If any session within a block booking is cancelled by the Hirer (and the facility is not re-let) the Hirer is liable to pay in full. All other bookings require notice (in writing) of at least 5 working days to avoid full payment.
- The premises must be vacated no later than the time booked. A charge will be levied for any time used over and above that booked.
- Should it be necessary for the college premises staff to undertake additional cleaning of the any part of the hired premises then the Hirer will be charged for this service.
- The charge for a letting payable by the Hirer includes an amount to cover payment for standard opening and closing caretaking duties and may include additional duties if agreed prior to the letting. The user is expected to adhere strictly to the agreed times.
- The hirer will, on demand, pay Heathfield Community College, the cost to repair or replace any College property which has been directly damaged by any actions of their member(s), associated members or visiting opposition.
- The hirer will be charged for any lost or damaged keys issued to the hirer for the period of the hire.
- Cancellation fees (see point 8 - Cancellations)

3. VAT

The regulations regarding the inclusion of VAT in Lettings income are complicated. The VAT rules are determined by the H M Customs & Revenue and are not negotiable by Heathfield Community College or ESCC.

- **If the hire is for general use**, this is defined as a 'licence to occupy land' and no VAT is due. (e.g. Hiring out the hall or another room for general use - meeting, party, art club etc.)
- **If the hire is for a sports facility for physical recreation or for a 'sports' activity** (defined as facilities that have been designed or adapted for playing any sport or taking part in any physical recreation e.g. sports hall with court markings, swimming pool, football pitches) then standard rate

VAT is levied. e.g. Hiring out the sports hall which has the markings for a basketball court for a basketball club is 'letting a sports facility' Note if the same facility is hired out for a knitting club who make no use of the 'sports facility' aspect of the hall, then this is a standard 'licence to occupy land' and no VAT is due.

HOWEVER when the Hire of a sports facility to play sport (e.g. basketball club in the example above) is for a **regular Letting** (defined as for at least 10 or more sessions, with no less than 24 hours and no more than 14 days between sessions), then it is exempt from VAT.

Cancellations of regular Lettings for sports facilities: If cancellation is made by the Hirer and results in the gap between sessions being more than 14 days, then the above agreement is breached and the period before and after cancellation counts as two separate agreements for VAT purposes. If a cancellation is made by the college, and the facility is therefore unavailable, there is no breach of the agreement.

Example: A sports facility is rented by a football club for 30 sessions with at least 24 hours between sessions and no more than 14 days between sessions. Therefore the charge would be exempt from VAT. After nine sessions the Hirer cancels two sessions over a two week period.

This results in the 30 sessions being split into two bookings one is for nine sessions and one is for nineteen sessions.

The charge will be as follows: 9 sessions + VAT @ standard rate and the remaining 19 sessions exempt from VAT.

4. Invoicing and Payment

- Single bookings should be paid prior to day of hire or on the day (ahead of use), unless otherwise agreed with the Facilities Manager.
- Multiple bookings should be paid on receipt of an invoice unless otherwise agreed with the Facilities Manager.
- The Finance Department will raise an invoice on receipt of the Hire Agreement and then maintain records to ensure correct and timely payment.
- Hirers should be encouraged to pay by BACS or cheque. Payment in cash is discouraged but accepted.
- On the rare instances that cash is received the Facilities Manager will issue the hirer with a receipt and keep a copy. The cash and receipt will be passed to the Finance Department as soon as possible.

5. Insurance and indemnity

- The Hirer is required to make arrangements for suitable insurance cover (currently a minimum of £10 million for each and every claim for public

liability) with a reputable company in respect of claims which might be made against them by a third party for accidental injury including death or accidental loss, or damage to property arising out of, or in consequence of, the letting and to cover the college, and must produce proof of the policy before the letting is agreed.

- Where a Hirer does not have their own Public Liability Insurance, the college can purchase “Third Party Hirer’s Public Liability Insurance” cover on behalf of the Hirer.
- Under the Hire Agreement the Hirer agrees that in using the facilities it does so entirely at its own and at its members' risks and that the Hirer and its members will have no claim against Heathfield Community College in respect of any loss, injury or damage sustained by the hirer or its members howsoever arising from such use.

6. Standards and safeguarding

- If the Hirer is coaching children or vulnerable adults, requirements for Disclosure and Barring Service (DBS) checks must be followed.
- Where a third party is responsible for running the services there should be clear lines of accountability between the Hirer and the third party and written agreements setting out responsibility for carrying out the recruitment and vetting checks on staff and volunteers.
- Before agreeing to any let, the college will request to see a copy of the organisation’s Safeguarding Policy, to satisfy that the organisation has appropriate procedures in place for safe recruitment.
- Where the college is letting the premises to an individual (e.g. a self-employed tutor) the college will follow the same safe recruitment procedures as if the individual concerned were a member of the college staff, regardless of whether the children to whom they provide a service attend the college or not.

7. Health & Safety

- All statutory requirements, including those relating to health and safety matters, must be observed.
- College specific requirements contained in the Terms and Conditions must be complied with.
- In all cases, the Hirer must ensure that risks associated with the activity are properly controlled throughout the hire period. The college is NOT responsible for undertaking risk assessments for Hirer’s activity(ies).
- In the event of an incident, fire or near miss, the college will ensure that **County Council Incident Report** forms are made available to the Hirer who, in turn, must ensure one is completed whenever necessary. The college will

follow up the report to ensure that it is completed correctly and that an investigation is undertaken. A review of the risk assessment for the activity will be required. The Hirer is responsible for undertaking the review and informing the college of any findings that may be relevant.

- The college will ensure that the Hirer is acquainted with the emergency and evacuation procedures, including the location of the fire alarms, extinguishers and emergency exits and muster points. This will be done during a premises familiarisation session in advance of the actual hiring. Once completed the Hirer takes responsibility for briefing other users associated with the hire.

8. Cancellations

- If the Hirer wishes to cancel a specific booking or set of bookings, 5 clear working days notice must be given of the cancellation, in which case the college will charge a cancellation fee of a quarter the total fees due. If less than 5 days notice is given, the whole of the fees will be charged by the college. When regular weekly/monthly bookings have been made, cancellation will result in a negotiated fee according to the opportunities available for re-letting the facility.
- In the event of bad weather, for example snow or ice, the college will make a decision on the safety of the Sports Field and the MUGA. If the college deems the surfaces to be unsafe then no bookings can occur, no matter what the circumstance. The college will contact the Hirer when the surfaces are safe to use. In the event of a booking being cancelled by the college a full refund will be given.
- If on the day of play the hirer deems the Sports Field or the MUGA unsafe the college must be informed (by using the emergency telephone number (07791 229430). The reason(s) why the MUGA or Sports Field was unsafe should be stated in writing and be sent to the college Facilities Manager within 5 working days. If the college is in agreement a full refund will be given for the day of cancellation.
- In the event of the Hirer failing to observe the Terms and Conditions of the hire, the college may, without notice, terminate the Hirer's rights under the agreement. This termination shall not release the Hirer from their obligations under the original agreement. The college will be entitled to retain monies paid and to collect payment of any balance outstanding.
- Bad language or inappropriate behaviour on the college premises will not be accepted, this may lead to a cancellation of the booking.
- The college reserves the right to cancel the letting if the college premises is closed or required for College use.
- The college reserves the right to refuse, alter or cancel lettings at the discretion of the Facilities Manager.

9. Complaints

- To register a complaint about any letting service delivered on the college premises the Hirer will contact the college Premises Manager.
- Hirers are advised to have their own procedure for dealing with complaints.
- A complaint about the college from a Hirer will be dealt with by following the college's Complaints Procedure.
- Complaints by a third party about a letting should be forwarded onto the Hirer.

10. Licences

- The college does not have a licence that enables alcohol to be sold on the Premises. If a Hirer wishes to sell alcohol it must firstly obtain permission from the Director of Operations or the Head Teacher and secondly apply for the appropriate licence under its own name.
- Temporary Event Notices (TENs) are required not only for any sale/supply of alcohol, but also for regulated entertainment (eg. live and recorded music and performance of dance). It may be that ESCC blanket PRS (Performing Rights Society) or PPL (Phonographic Performance Ltd) Licences will cover some situations but this aspect must be cleared in advance with the college.

11. Equipment

- Equipment included in the letting will be listed on the Hire Agreement form. Most lettings are likely to include the use of basic equipment such as tables and chairs.
- Hirers that may also want to use specialist equipment (e.g. for ICT, sports or art. Stages, piano or other music equipment will be charged an additional charge for the hire of such equipment. Please note that charges that relate specifically to hiring equipment will be subject to VAT (see section on VAT).

12. Addendum

- Heathfield Community College reserves the right to vary or amend this Procedure and /or the Terms and Conditions, giving to the hirer not less than 48 hours notice in writing.

Charges (to be reviewed February 2019)

| COLLEGE ACCOMODATION | weekdays | weekends | plus vat | DURATION minimum 2 hrs | Heating Subsidy |
|----------------------------|----------|----------|----------|---------------------------|-----------------|
| | £ | £ | | | |
| Hall | 22.00 | 27.00 | | per hour | 40% |
| Dining Hall | 12.00 | 17.00 | | per hour | 40% |
| Link Hall | 17.00 | 22.00 | | per hour | 40% |
| Drama Studio | 17.00 | 22.00 | | per hour | 40% |
| Stage (adjustable) | 8.00 | 10.00 | | per hire | |
| Tiered Seating | 7.00 | 10.00 | | per hire | |
| Drama Room | 12.00 | 12.00 | | per hour | 40% |
| Gym | 17.00 | 22.00 | * | per hour | 40% |
| 6th form Common Room | 22.00 | 33.00 | | per hour | 40% |
| 6th form Servery | 7.00 | 10.00 | | per hire | |
| Sound Recording Studio | 22.00 | 33.00 | | per hour | |
| Piano | 12.00 | 17.00 | | per hour | |
| 1 classroom | 8.00 | 10.00 | | per hour/per room | 40% |
| 2 or 3 rooms | 7.00 | 9.00 | | per hour/per room | 40% |
| 4 or 5 rooms | 6.00 | 8.00 | | per hour/per room | 40% |
| 6 or 7 rooms | 5.00 | 7.00 | | per hour/per room | 40% |
| 8 or more rooms | 4.00 | 6.00 | | per hour/per room | 40% |
| Playing Field (non sports) | 12.00 | 14.00 | | per hour | |
| Car park | 7.00 | 10.00 | | per hire | |
| Toilets free of charge | FOC | FOC | | per hire | |

All the above accommodation hire will require a member of the premises staff to attend throughout the period of the hire (see rates below) unless otherwise agreed.

Equipment by negotiation - Stage and Stage Lighting, Audio Visual etc

| OUTSIDE SPORT FACILITIES | weekdays | weekends | plus vat | DURATION |
|-------------------------------------|----------------------|----------------------|----------|------------------------|
| | £ | £ | | |
| MUGA (whole court/with lighting) | 38.00 | 44.00 | * | per session (1.5 hrs) |
| MUGA (whole court/without lighting) | 33.00 | 38.00 | * | per session (1.5 hrs) |
| MUGA (half court/with lighting) | 27.00 | 22.00 | * | per session (1.5 hrs) |
| MUGA (half court/without lighting) | 22.00 | 27.00 | * | per session (1.5 hrs) |
| Changing Room | 10.00 | 12.00 | | per session/match |
| Electric (outside plug facility) | 4.00 | 4.00 | | per session (1.5 hrs) |
| Electric (outside plug facility) | 7.00 | 7.00 | | per match (min 2hrs) |
| Cricket Pitch | 27.00 | 33.00 | * | per match (min 2 hrs) |
| Grass Pitch (Football/Rugby) | 22.00 | 27.00 | * | per match (min 2 hrs) |
| Tarmac Court (Netball/Basketball) | 7.00 | 10.00 | * | per hire (min 2 hrs) |
| Car park | 7.00 | 10.00 | | per session/match |
| Canopy | Price on application | Price on application | | |

Premises staff are not required to attend for outside sports facilities
For session times please see Hire Agreement Form

| PREMISES STAFF | weekdays | weekends | plus vat | DURATION minimum 2 hours |
|--|----------|----------|----------|----------------------------------|
| | £ | £ | | |
| Monday - Friday presence throughout | 20.00 | n/a | | per hour (excluding travel time) |
| Saturday presence throughout | n/a | 22.00 | | per hour (excluding travel time) |
| Sunday presence throughout | n/a | 40.00 | | per hour (excluding travel time) |
| Saturday to open & close - by agreement only | n/a | 32.00 | | per hour (including travel time) |
| Sunday to open & close - by agreement only | n/a | 49.00 | | per hour (including travel time) |
| Bank Holiday charges as Sunday Charge | | | | |

PLEASE NOTE THAT ALL LETTINGS ARE SUBJECT TO

1) premises staff availability

2) public liability charge of 15% of the total letting insurance cover (this can be omitted if the hirer has their own public liability (£10 million charge) a copy of the certificate will be required on application)

3) Insurance premium charge - 9.5% of the above public liability charge

4) VAT if * and under 10 sessions

***For letting time availability and sports session times see the Hire Agreement Form
The above charges have been revised in line with inflation rounded up to the nearest round pound.***