

## Trinity Academy Halifax



### Charging, Lettings and Remissions Policy

#### Status – Statutory

#### 1. Introduction

1.1 The Governors recognise that the primary purpose of the academy is to provide accommodation for the teaching, learning and welfare of its students. As defined in 'Charging for School Activities' (DfE October 2014) this policy will outline Trinity Academy Halifax's position on charging for curricular activities, non-curricular activities and lettings. The needs of the students are paramount and will always take precedence over external lettings. When not required by the academy, the academy premises:

1.1.1 represent a significant capital investment and should be fully utilised.

1.1.2 are a valuable community resource.

1.1.3 are a valuable source of income and may be offered for private or commercial usage.

#### 2. Priority Usage

2.1 The Governing Body has adopted the following categories of priority user:

2.1.1 Academy users.

2.1.2 Designated users; e.g. registered charities or community activities.

2.1.3 Private users; e.g. private businesses, profit making ventures, private functions, and commercial fund raising.

#### 3. Application for Designated Status

3.1 The Governing Body has delegated its power to determine designated status to the trust's Chief Finance Officer (CFO) who will exercise discretion on their behalf and determine the suitability of applications (the CFO may delegate authority to exercise this discretion further as required). The outcome of application decisions shall be reported to the Governing Body if required. The CFO will arrange for a list of approved organisations to be maintained. This does not preclude the CFO, or their representative from referring sensitive applications to the full Governing Body at his/her discretion.

#### 4. Charging for Academy Activities

4.1 The academy, in accordance with its Funding Agreement with the EFA, highlights its conformity to the Education Act 1996 section 449-462 for charging for academy activities.

The academy **can** make a charge for the following:

- Educational trips and residential visits – board and lodging and the charge must not exceed the actual cost.

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- Music and vocal tuition – where students undertake peripatetic instrumental or vocal tuition above the national curriculum requirements and at the parents request.
- Examinations – where a student has failed for no good reason or withdraws from an examination without the agreement of the academy a charge will be made. The Governors reserve the right to charge for the re-sitting of exams or modules.
- Non-educational trips – as an ‘optional extra’ that is **not** part of the National Curriculum. The trip may be cancelled if there are insufficient students to make the trip viable.
- Damage or loss to academy property – a charge to parents/carers will be made when damage or loss of academy property occurs through wilful and negligible behaviour of their child. The charge will not exceed the actual cost to replace or repair.
- Equipment, books, materials and instruments that the parent/carer wishes to have ownership over.

For the above list the academy must ensure the charge does not exceed the actual cost of providing the item or activity. The Principal and Senior Leader budget holders are delegated with the authority to subsidise some of all of the above charges at his/her discretion.

The academy **cannot** make a charge for the following:

- An admission application to any state-funded school – paragraph 1.9 (n) of the ‘School Admissions Code 2012’ rules out requests for financial contributions during any part of the admissions process.
- Education provided during academy hours (including the supply of any materials, books, instruments or other equipment).
- Education provided outside academy hours if it is part of the national curriculum; this is not restricted to learning outside the classroom experiences that are specifically subject based (for example Geography or Science fieldwork). This also includes activities designed to fulfil requirements under the national curriculum ‘inclusion statement’ or part of a syllabus for a prescribed public examination that the student is being prepared for at the academy, or part of religious education.
- Instrumental or vocal tuition, for students learning individually or in groups, unless the tuition is provided at the request of the student’s parent.
- Entry for a prescribed public examination, if the student has been prepared for it at the academy.
- Examination re-sit(s) if the student is being prepared for the re-sit(s) at the academy.
- Transport when:
  - Transporting registered students to or from academy premises, where the local education authority has a statutory obligation to provide transport.
  - Transporting registered students to other premises where the Governing Body or local authority has arranged for students to be educated.
  - Transport that enables a student to meet an examination requirement when he/she has been prepared for that examination at the academy.
  - Transport provided in connection with an educational visit.

- 4.2 The Governors delegate authority to the Principal or other appropriate senior leader to review all new activities that the academy engages in. They are responsible in assessing the cost benefit analysis and ensure all overheads will be recovered prior to engagement and that it fits with the academy budget and resources available.

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### 5. Remissions

5.1 Under certain circumstances the academy will make exceptions to parents/carers that are in the receipt of the following benefits from paying the full cost for an academy trip or visit:

- Universal Credit in prescribed circumstances.
- Income Support (IS).
- Income Based Job Seekers Allowance (IBJSA).
- Support under part VI of the Immigration and Asylum Act 1999.
- Child Tax Credit, providing that Working Tax Credit is not also received and the family's income (as assess by HMRC) does not exceed the limit:
  - The guarantee element of State Pension Credit.
  - Any income related employments and support allowance that was introduced in October 2008.
  - More recently the eligibility criteria that entitle families to a certain exemption from paying for the full cost of board and lodging on residential visits have been aligned with free school meals (FSM) eligibility criteria.

5.2 As an indicator of reducing the cost of the trip, the academy invites parents/carers to approach the academy. Conversations will be discussed in the strictest confidence and informed back to the applying parent/carer. The academy will aim to reduce the cost of a curriculum enhancing trip/visit by up to 33% if the parent/carer is in receipt of any of the above benefits or the student classes as a FSM Student. The final decision for these reductions is delegated to the Senior Leader who holds the relevant budget upon receipt of all the information available for the trip/visit in question. All decisions must refer to the Finance Manager to advise on consistency in making reductions.

5.3 For CLA (Children Looked After) and SGO (Special Guardianship Order) students the academy, whilst in receipt of a higher rate of Pupil Premium, called Pupil Premium Plus, will aim to reduce the cost of a curriculum enhancing trip/visit by up to 50%. It is also accepted that due to certain external policies it can take longer for trip funding to appear through the Social Services route so these specific students and their parents/carers are granted extended deadlines to make payment where necessary.

### 6. Charging for External School/Education Provider Support and Trinity Teaching School Initiatives

6.1 The academy can make a charge to cover costs of providing external support to other schools and academies upon request. The charges will not exceed the actual cost of providing the support but will include all charges required to provide the support. All costs to create the required support such as administration, the development and implementation of the support will be covered by the agreed charge prior to commencement. The Principal is responsible for ensuring the academy includes all costs within the agreed charge and also that the academy isn't impacted negatively due to the offer of school to school support.

6.2 The Trinity Teaching School Alliance (TTSA) has a separate charging policy as per Annex 4 in this document. This charging policy is in place to ensure there is clarity for anyone who wishes to use the TTSA for any provision required; it is also placed to ensure the long term viability and sustainability of the Teaching School. All charges are set and agreed by strategic partners to cover costs. These costs include the

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deployment, training and courses offered plus the relevant administration charges to facilitate the event or activity.

### **7. Conditions of Hire for Lettings**

- 7.1 The Governors have adopted the terms and conditions under which the academy premises may be hired. These conditions form Annex 2 to this Charging and Lettings Policy.

### **8. Administration of Lettings**

- 8.1 The Governors recognise that they could not personally vet every applicant or organisation who wish to make use of the academy premises. Accordingly they have delegated the authority to accept applications for hire to the CFO and/or any specific designated person as approved by the CFO.
- 8.2 The academy will operate a fair lettings policy that does not discriminate on grounds of race, colour, religion, ethnicity, sexuality, gender, age or disability or other protected characteristic as defined by the Equality Act.
- 8.3 No member of staff, with the exception of the the Principal (or their representative) is allowed to vary the terms and conditions under which the academy premises are hired to either individuals or organisations or to deviate from the Governors' published charging policy.
- 8.4 All formal hiring of the schools premises, including those for which no charge is made, shall be properly documented. All hirers **must** complete a Lettings Agreement shown in Annex 3, and are to receive a copy of the conditions of hire as per Annex 2. The Lettings Agreement is an enforceable contract.

### **9. Scale of Charges**

- 9.1 In arriving at their scale of charges the Governors have followed the following principles:
- 9.1.1 Academy users will be charged no more than cost.
  - 9.1.2 Designated users and private users will be charged on a cost plus an income margin for the academy.
  - 9.1.3 There will be parity of treatment for similar users.
  - 9.1.4 The overall cost plus margin of letting the academy facilities will be recovered from users.
- 9.2 For the purpose of charging the CFO, or an approved employee by the CFO, is empowered to determine to which group any particular individual or organisation belongs. The basis of charging will be determined by the purpose for which a letting is arranged.
- 9.3 The External Hire and Usage Charges forms Annex 1 to this Charging and Lettings Policy.

### **10. Discounts**

- 10.1 These refer initially to the scale of charges (Annex 1) and discounts may be permitted for multiple bookings as agreed by the CFO, or an approved employee by the CFO.

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### **11. Minimum Charges and Deposits**

- 11.1 The minimum hire period will be one (1) hour.
- 11.2 The Governors reserve the right to require a deposit over and above the hiring charge as security against damage to the premises (including any equipment) or the premises being left in an unacceptable condition which would require additional costs for cleaning, caretaking or other expenses.

### **12 Cancellations**

- 12.1 Governors will seek to recover any costs incurred by the academy which are unavoidable and result directly from the cancellation of a letting. Details of the charges are shown in the External Hire and Usage charges in Annex 1.

### **13 Payment Methods**

- 13.1 The Governors are mindful of their responsibilities in safeguarding the academy from bad debt. Therefore, payment in advance or at the time of booking is the normal practice unless otherwise agreed with the CFO or a representative of the finance team. Bank transfers (BACS), cheques or cash are all acceptable forms of payment. A receipt will be issued upon request from our accounting package upon allocation to the provided invoice.

### **14 Extensions of Credit**

- 14.1 The Governors delegate all credit extensions to the CFO or a representative of the finance team, who may allow these to bone fide local organisations and individuals which satisfy credit worthiness. In all the cases the Governors, or CFO, reserve the right to withdraw credit facilities where prompt payment is not received. In all cases where credit is extended, an official invoice will be issued. The Governors will not normally extend credit for lettings where the invoice value is less than fifty pounds (£50). The Governors have chosen to delegate the approval of credit facilities to the CFO who will maintain a list for the guidance of administrative staff. In all cases where credit is advanced the invoice is to be raised at the time of booking.

### **15 Security**

- 15.1 The Governors will not normally insist upon continuous caretaking presence. However they reserve the right, and delegate power to the Lettings and/or Site Manager, to insist upon caretaking presence where in their professional opinion the nature of the hiring may leave the academy vulnerable to theft or damage.

### **16 Fire Evacuation Procedure**

- 16.1 The fire alarm is a continuous bell and, if activated, all users are required to immediately leave the building via the nearest emergency exit. Users should then congregate at the designated fire assembly point, the tarmac multi use games area (MUGA), which is located to the west of the main building and is the area at the end of the car park with the surrounding fence.

### **17 Right of Appeal**

- 17.1 Any customer using the academy facilities has a right to appeal against any decision made. This should be made in writing to the Chair of Governors confirming the

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appeal and the specific details of the appeal which will be responded to in due course.

### **18 Links to other Academy Policies**

18.1 This policy works in conjunction with the Community Use Management Policy.

### **19 Monitoring, Evaluation and Review**

19.1 The Governing Body will review this policy every three years and assess its implementation and effectiveness. The policy will be promoted and implemented throughout the academy.

<b>Date adopted by Governing Body</b>	January 2016
<b>Date for full implementation</b>	January 2016
<b>Date for review</b>	January 2019
<b>Lead Professional</b>	DSD - CFO

## Annex 1

### External Hire and Usage Charges

#### Price List

<b>Facility</b>	<b>Unit</b>	<b>Charge</b>
Main Sports Hall	Per Hour	£42.50
Main Sports Hall (weekend)	Per Day (9-6)	£250
Grass Pitch	Per hour	£40
Gym Hall	Per Hour	£32.50
Dance Studio	Per Hour	£32.50
Sacred Space	Per Hour	£30
MUGA (1/3)	Per Hour	£20
MUGA (2/3)	Per Hour	£40
MUGA (full)	Per Hour	£45
Artificial Grass Pitch (1/3)	Per Hour	£32.50
Artificial Grass Pitch (2/3)	Per Hour	£65
Artificial Grass Pitch (full)	Per Hour	£85
External Cricket Nets (three lanes)	Per Hour	£30
Lecture Theatre	Per Hour	£50
Main Hall (performances)	Per Hour	£80

#### Cancellation Charges

There will be no charge if the cancellation details are received one week (5 full working days) prior to the booking.

There will be a 50% charge if cancellation details are received between 1 working day and 5 working days before hire.

There will be a 100% if cancellation notice is less than 1 working day before hire.

## Annex 2

### Condition of Use

1. All persons making use of any of the Facilities are required to comply with the following **conditions of use. Entry to the Sports Centre and use of any other academy facilities is** granted on the basis that the following conditions shall be deemed to be incorporated into the contract of entry to the Centre or the academy, or for the use of any of its facilities.
2. **Interpretation**
  - a. 'The Centre' shall mean and include all buildings, grounds or other facilities comprising the academy Sports Centre for Physical Recreation and Sport and any other building or space that is hired out for external use.
  - b. 'The Manager' means the Manager of the academy's sports centre and includes any employee of the academy exercising the functions of the Manager or stand-in Manager (approved by the Finance Director).
  - c. 'User' means any person using any of the facilities of the Centre or academy whether as a participant or spectator and whether or not a charge has been paid for entry to the Centre or the use of the facilities.
  - d. 'The Hirer' means the persons or organisation hiring any part of the Centre or academy and the use of any of the facilities.
  - e. 'Booked Period' means the period or periods of any day reserved for the Hirer.
  - f. 'Club' includes any group or organisation approved by the manager for booking of facilities of the Centre.
  - g. 'Period of Hire' means the period during which Booked Periods have been reserved for the Hirer.
  - h. 'Academy' shall mean Trinity Academy Halifax.
3. **Any person using the Sports Centre or other academy facilities shall:**
  - a. Comply with all the reasonable instructions and requests of the Manager or other employee of the Centre
  - b. Refrain from any conduct which is unseemly or unsporting or which might cause annoyance or danger to other users of the Centre.
  - c. Pay to the Centre on demand the amount of any damage (except damage from fair wear and tear) to the Centre or the fixtures, fittings, apparatus, equipment, furniture or other contents thereof, by them or by any other person participating jointly with them in the use of the facilities premises or by any person under their control; the amount of such damage shall be certified by the Manager whose decision shall be final.
  - d. Consume refreshments in suitable areas which will not affect any internal facilities or playing surfaces.
  - e. While participating in activities, wear clothing appropriate to that activity as specified by the Manager. Approved sports shoes with non-marking soles - where appropriate. Users should not travel to the Centre in their playing shoes if at all possible and appropriate clothing for the facilities used is requested.
  - f. Indemnify the academy against all claims, demands, actions or proceedings in respect of the death of or injury of any person or damage to property belonging to any person arising out of the use by that person of the Centre otherwise than as a result of defective condition of the Centre or the equipment or the negligence of the academy, its agents, officers or servants.
  - g. Ensure that the part of the Centre used by that person and any equipment is left in a tidy and orderly condition by the end of the period of use.

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- h. Carry out and observe all instructions relating to the use of the Centre and conduct therein which may from time to time be published by notice on the premises or otherwise.

#### **4. Any person using the Centre shall not: (unless expressly authorised by the Manager)**

- a. Bring any dangerous items in or out of the Centre.
- b. Bring or Permit to remain in or on the Centre any dogs or other animals.
- c. Sell or attempt to sell in the Centre to other users any goods, articles, or equipment of any kind.
- d. Put up any notices or decorations (internal or external).
- e. Take photographs at the Centre, or arrange for any filming, or televising of any activity therein without written approval from the academy.
- f. Alter or interfere with any equipment or the fittings of the Centre or the structure thereof.
- g. Smoke in any area of the Centre or surrounding grounds.

#### **5. Admission**

The Manager reserves the right to refuse admission to the Centre to any person whether or not a fee has previously been paid in respect of entry and/or the use of the facilities of the Centre. The Manager also reserves the right to ask any person to leave the Centre at any time without refunding any fee paid for entry or for the use of any facilities.

#### **6. Charges - The Academy and the Manager reserves the right to vary all charges and:**

- a. To vary or discontinue the availability of any or all of the facilities of the Centre.
- b. To cancel bookings of any or all of the facilities of the Centre at any time.
- c. To keep any monies deposited for hire of equipment if this equipment is returned in unsatisfactory condition. The Managers decision on this matter shall be final.

#### **7. The Loss or Damage to Personal Property**

The academy does not accept responsibility or liability for any damage to or loss of any property or articles or anything else placed or left in the Centre by the User.

#### **8. Injury**

The academy shall not be liable for any personal injury and/or consequential loss, including fatal injury and consequential loss sustained by any User of the Centre; however such injury or loss is sustained, except where such injury or loss is directly caused by the negligence of the academy or its employees. Lack or inadequacy of supervision of the use of any equipment, amenity or facility of the Centre shall be deemed not to be negligence on the part of the academy or its employees unless such supervision has previously been expressly arranged with the Manager of the Centre.

#### **9. Breach of Condition**

In the event of any breach of these conditions the User may be required by the Manager to leave the Centre and will forfeit the charge paid by such User for entry to or use of the Centre. Such action shall be without prejudice to any rights which the academy may have against such User by virtue of these.

#### **10. Alterations of Conditions**

The academy reserves the right without prior notice at any time to alter or amend the whole of or any of the individual conditions.

## Annex 3

### Letting Agreement Form

Trinity Academy Halifax, Shay Lane, Halifax, HX2 9TZ

Hire Agreement Form

(Please complete this form in full and return to the academy as above)

Name/Title of Group \_\_\_\_\_

Name of Contact Person (Responsible Person) \_\_\_\_\_

Invoice Address \_\_\_\_\_

Contact Telephone Number \_\_\_\_\_

Other Contact (mobile) Number \_\_\_\_\_

Contact email address \_\_\_\_\_

Facility Required \_\_\_\_\_

Use/Activity of Facility \_\_\_\_\_

Expected number of Participants \_\_\_\_\_

Day(s) of Week Required \_\_\_\_\_

Dates Required From: \_\_\_\_/\_\_\_\_/ 201 To: \_\_\_\_/\_\_\_\_/ 201

Hours Required From: \_\_\_\_\_ To: \_\_\_\_\_

Applicable Fee: £ \_\_\_\_\_ per session

Terms and conditions are in strict accordance with the Community Use Management Policy and in line with our academy calendar issued prior to the September term.

The internal academy facilities normally closes at 9.05pm prompt on weekdays, 6.00pm on Saturdays and 3.00pm on Sundays.

The AGP pitch, cricket nets and external pitches normally closes at 9.05pm prompt on weekdays, 6.00pm on Saturdays and 3.00pm on Sundays and Public Holidays.

To be signed by the person responsible for the group: \_\_\_\_\_

Signature Print Name: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/ 201

#### Office Use Only

Session(s) added to booking system: Yes / No

VAT to be added                  VAT Inclusive                  No VAT

Academy Staff Completed Sign: \_\_\_\_\_ Print Name: \_\_\_\_\_



## Annex 4

### TTSA Charging Policy

The charges, including those for the deployment of NLE/LLE and SLEs, have been determined by the Trinity Teaching School Alliance (TTSA) Strategic Group and will be reviewed annually. This is to ensure the process is equitable and consistent.

#### 1.1 NLE/SLE/LLE deployment

At the beginning of any school support the cost will be determined and agreed with TTSA.

NLE Support Contracts will be drawn up for NLE support arranged through the National College for Teaching and Leadership (NCTL) collaborative Fund. A fully costed-out Deployment Action Plan will be produced. The costs to be used are detailed below.

It will be up to the NLE school to decide how to use the funding it receives from TTSA.

#### 1.2 Charges

For all staff deployments for school to school support, a sustainability charge will be retained by TTSA to cover administration costs and an element to be reinvested into the TTSA Development Fund; the balancing amount will be received by the school providing the support. The TTSA charges also ensure the required level of quality assurance is completed for any work within the TTSA.

The TTSA sustainability charge consists of a standard 10% of the grant funding allocated direct to the Teaching School with the remaining funds transferred (upon receipt of invoice) to the school providing the support.

##### 1.2.1 Primary school agreements

###### **National Leaders of Education:**

£400 per day (sustainability charge applies).

The above figure has assumed that most NLEs are experienced headteachers and the reimbursement of £360 to the NLE's school would cover the daily rate for a salary of up to £56k

###### **Local Leaders of Education:**

£350 per day (sustainability charge applies).

The above figure has assumed that most LLEs are experienced headteachers and the reimbursement of £315 to the LLE's school would cover the daily rate for a salary of up to £49k.

###### **Specialist Leaders of Education:**

£350 per day (£380 for maths support per day, sustainability charge applies).

The above figure has assumed that most SLEs will be at middle leader level and the reimbursement of £315 (or £342 if maths) to the SLE's school would cover the daily rate for a salary of up to £49k (or £53k if maths).

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### **Senior Leadership Team:**

£350 per day (£315 to the school; sustainability charge applies).

### **Aspiring SLE's / Other Staff:**

£250 per day (£225 to the school providing the support; sustainability charge applies).

The above figure has assumed that most aspiring SLEs will be at middle leader level and the reimbursement of £225 to the aspiring SLE's school would cover the daily rate for a salary of up to £35k.

## **1.2.2 Secondary school agreements**

### **National Leaders of Education:**

£650 per day (£585 to the school providing the support; sustainability charge applies).

The above figure has assumed that most NLEs are experienced headteachers and the reimbursement of £585 to the NLE's school would cover the daily rate for a salary of up to £90k.

### **Local Leaders of Education:**

£550 per day (£500 to the school providing the support; sustainability charge applies).

The above figure has assumed that most LLEs are experienced headteachers and the reimbursement of £500 to the LLE's school would cover the daily rate for a salary of up to £77k.

### **Specialist Leaders of Education:**

£450 per day (£480 for maths support per day; sustainability charge applies).

The above figure has assumed that most SLEs will be at middle leader level and the reimbursement of £405 (£432 for maths) to the SLE's school would cover the daily rate for a salary of up to £62k (£67k for maths).

### **Senior Leadership Team:**

£450 per day (£405 to the school providing the support; sustainability charge applies).

### **Aspiring SLE's / Other Staff:**

£250 per day (£225 to the school providing the support; sustainability charge applies).

The above figure has assumed that most aspiring SLEs will be at middle leader level and the reimbursement of £225 to the aspiring SLE's school would cover the daily rate for a salary of up to £35k.

There is a minimum charge of half a day.

Bespoke packages can also be arranged, please contact our email address - [teaching.school@trinityacademyhalifax.org](mailto:teaching.school@trinityacademyhalifax.org) for all enquiries.

## **1.2.3 Course/Workshop/Conference Charges**

1. The cost per attendee will be determined by the TTSA Finance Manager.
2. Non-attendance at a course on the day of the event will incur full course fees.

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3. If prior notice of non-attendance is given to the TTSA Finance Manager and a substitute attendee is available no admin fee will be charged.

4. If prior notice of non-attendance is given to the TTSA Finance Manager and no substitute attendee is available, a sliding scale of charges will be applied dependent upon the notice given:

- 1-7 days' notice – 100% charge
- 7-14 days' notice – 75% charge
- 14-21 days' notice – 25% charge
- 21+ days' notice – no charge
- If cancellation is due to an Ofsted inspection, the cost of the course can be used to pay for another course within the development programme.

5. Within the cost to attend a course a central TTSA charge is included to support future development/activities. The usual percentage charge of 15% of the income is claimed by the teaching school as a sustainability charge for future activity, this can be agreed and negotiated with the TTSA Finance Manager.

### **1.2.4 Charges to the TTSA for the provision of staff to facilitate CPD programmes:**

Funding will be reimbursed to the 'host' school upon agreement to facilitate an event. The amount of reimbursement will be agreed at the outset prior to the planning of the event.

The 'host' school will invoice the TTSA for:

1. The cost for a member of staff to deliver the CPD event plus half the CPD event time for planning and preparation (for example if a CPD course is run for 3 days the invoice will be submitted for 4.5 days). Costs will include actual salary plus on-costs. Please contact [d.allen@trinityacademyhalifax.org](mailto:d.allen@trinityacademyhalifax.org) if you require assistance calculating this.

2. Any room hire and refreshment costs; the cost of these charges to be notified to the TTSA at the point of the booking so that costs per delegate can be calculated by Trinity Teaching School Alliance.

For further information please contact Teaching School Manager – David Kirk [d.kirk@trinityacademyhalifax.org](mailto:d.kirk@trinityacademyhalifax.org) for all enquiries.