



**HERMITAGE**  
ACADEMY

A Financial Policy

# LETTINGS POLICY

Review Date	Reviewer	Adopted	Implementation
	A Crosby	March 2021	1 April 2021
September 2023	A Crosby		

### Revision History

Issue No	Date	Description
1	April 2021	New policy

## Introduction

The Trust regards the Academy buildings and grounds as a community asset and will make every reasonable effort to enable them to be used as much as possible.

However, the overriding aim of the Trust is to support the Academy 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.

## Aim

The aim of this policy is to provide clear guidance on lettings and the hire of the Academy premises to enable safe and fair access to the Academy facilities and set out the circumstances under which the Academy may refuse use of the facilities.

## Responsibilities

The Trust has overall responsibility for lettings of the Academy

The Trust has delegated day-to-day responsibility for lettings to the Head of School and Facilities Manager. Where appropriate, the Head of School may delegate all or part of this responsibility, such as security, child protection to other senior leader, whilst still retaining overall day-to-day responsibility for the lettings process.

## Administration process

Administration of the lettings has been delegated to the Facilities Manager who will need to be satisfied that the hirer is able to manage the let in accordance with the Academy principles and policies before agreeing to accept the booking.

An individual or organisation should approach the Facilities Manager and request an Application to request the use of the Academy premises. The application will be considered and if the let can be accommodated a Permit will be issued to the hirer.

If the Head of School or Facilities Manager has any concern about whether a request for a letting is appropriate or not, they will consult with the Executive Headteacher.

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An annual report on lettings will be made to the Trust and will include information on users, income, enquiries and any lettings refused.

## **Definition of a Letting**

A letting may be defined as “any use of the school buildings and grounds by parties other than by the school”. 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’). A letting must not interfere with the primary activity of the Academy, which is to provide a high standard of education for all its students.

## **Licensing**

Some activities and services may require specific licenses.

## **Charges**

The Trust is responsible for setting charges for the letting of the Academy premises.

The charge will be reviewed annually during the spring term by the Trust, for implementation for the beginning of the next academic year. Details of current charges will be provided in advance of any letting being agreed.

A charge will be levied which includes but is not limited to the following:

- Cost of services (e.g. heating and lighting etc)
- Cost of staffing (e.g. security, caretaking and cleaning etc)
- Cost of “wear and tear”
- Cost for use of school equipment (if applicable)

The Trust retains the discretion to apply discounts to block booking requests.

The Trust will require a require a deposit equal to the cost of one booked session, over and above the hiring charge, as a security against damage to the premises (including any equipment) or the premises being left in an unacceptable condition incurring additional cost for cleaning, caretaking or other expenses. This will be returned to the hirer at the end of the contract of hire.

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Invoices will be raised for the cost of any damage which exceeds the sum of the deposit.

The value of damage caused will be the actual cost to the Trust of the repair inclusive of administrative time taken to manage the repairs.

The Academy will seek to recover any costs incurred by the Academy that are unavoidable and result directly from the cancellation of a letting. The hirer must provide 24 hours' notice of a cancellation of a letting. Failure to give sufficient notification will result in the charge of the full session.

Invoices will be raised at the end of each calendar month and payment must be made within 28 days of the invoice. Failure to make payment will result in termination of contract.

### **Conduct of Users**

This is set out in the Conditions of Hire attached.

### **Considering Applications for Lettings**

Organisations seeking to hire the Academy premises should approach the Facilities Manager, who will identify their requirements and clarify the facilities available.

An application form should be completed at this stage and a record of all enquiries should be kept on file. The Trust has the right to refuse an application at this stage.

### **Issuing a Lettings Contract**

Once a letting has been approved, a letter of confirmation will be sent to the hirer, enclosing the Transfer of Control Agreement Application Form for Hire of Premises.

The Transfer of Control Agreement Application Form for Hire of Premises should then be signed by the hirer and returned to the Academy. The hirer should be a named individual giving their permanent private address or the address of the business requesting the hire

The letting should not take place until the signed document has been returned to the Academy.

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The person/business applying to hire the premises will be invoiced for the cost of the letting, in accordance with the current charges. All lettings fees received will be paid into the North East Learning Trust bank account. The income and expenditure relating to lettings should be clearly recorded by the Academy.

## **Refusal of Lettings**

The Head of School/Facilities Manager on behalf of the Trust has the right to refuse an application. These are likely to include the following:

- Unreasonable hours.
- Unreasonable disturbance to local residents.
- Non-availability of staff (e.g., caretaking/cleaning) or facilities.
- Health & safety considerations.
- Potential for unacceptable damage or wear and tear.
- Lack of security/supervision.
- Child Protection concerns.

## **Security**

The Trust will determine the security risk for each letting and will be responsible for allocating a continuous security presence or other control measures.

All hirers must only use the part of the Academy agreed in the booking and treat the Academy premises and staff with respect. Any damage or incidents must be reported to the caretaker immediately. The Academy retains the right to refuse future bookings and end current bookings in cases of breach of these conditions. By signing the Hire Agreement, the hirer is agreeing to these conditions.

## **Cancellations**

The Trust will seek to recover any costs incurred by the Academy which are unavoidable and result directly from the cancellation of a letting. The Trust reserves the right to terminate a letting at any time on reasonable grounds.

Hirers must give 24 hours' notice for all cancellations. Failure to notify of a cancellation will result in the full session tariff being charged.

## **Complaints procedure**

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If the hirer is dissatisfied with any aspect of the service, it has received they should at the earliest opportunity attempt to resolve this with the Head of School. Every effort will be made to resolve disputes between the parties quickly and effectively.

## Appendix 1: Lettings Charges

- Letting charges to Primary Schools for use of any facilities are free within school hours, including car parking, subject to availability.
- Letting charges to Durham Music Service for use of the facilities are free within school hours including car parking.
- Discounted rates for regular or extended bookings will be considered on an individual basis.

Area	Hourly Rate
Main Hall	£40 per hour
Drama/Dance Studio	£30 per hour
Sports Hall (half hall)	£30 per hour
Sports Hall (full hall)	£50 per hour
Hockey Pitch per 1/2pitch	£40 per hour
Hockey Pitch (floodlighting) 1/2 pitch	£5 per hour
Hockey Pitch full pitch	£80 per hour
Hockey Pitch Lighting (full pitch)	£10 per hour
Netball Courts	£30 per hour
Grass Sports Pitch (Football / Rugby)	£30 per hour
Changing Facilities (M&F)	£20 per letting (subject to availability)

All prices include access to parking and toilets.  
Part hours will be charged on a pro-rata basis.

The only people who may use the facilities are those who are part of the clubs hiring the premises.

These charges are for hire of the premises only. The price does not include the use of any specialist services or equipment, including pitch floodlighting / other specialist equipment. These charges would be extra and agreed at time of booking.

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Lettings times: Times need to be discussed with the Academy and are dependent on the availability of site and office staff. Monday to Thursday evenings during school time may be used by external organisations and Saturday and Sunday. Hiring of premises cannot take place whilst students are on site.

Lettings outside of term-time may be considered depending on the request and availability.

Areas of the school will also be unavailable at certain times throughout the year to accommodate the requirements of the Academy i.e. examination period, Open/Parents' Evening etc. Advanced notification will be given where possible.

## Appendix 2

*Please note Thai kick boxing is not a regulated sport and schools should not engage any contractors in the promotion of this sport on school premises as insurance will not be provided.*

### Transfer of Control Agreement Application Form Hire of Academy Premises



#### YOUR DETAILS

Name:	Contact Telephone Number:
Home Address & Postcode:	
Contact Email:	

<p>What is your association with the organisation? (Please circle)</p> <p>Employee (please state occupation) .....</p> <p>Secretary</p> <p>Treasurer</p> <p>Owner</p> <p>Partner</p> <p>Trainer/Coach</p> <p>Other (please give full details) .....</p>
---

**ORGANISATION DETAILS**

Organisation Name:	Contact Name:
Contact Address & Postcode:	
Contact Telephone Number:	Contact Email:
What is the purpose of the hire (i.e. what activities will be undertaken)	What is the age range of the persons attending the activity?
	Estimated numbers of persons attending the activity:
	Estimated number of persons not involved with the activity i.e., spectators:
Nature of Business: (please circle) a company/business a charity other organisation (please specify) ..... you, the individual completing the application	

**DATES & TIMES REQUIRED**

Venue	Day	Date	Start Time	Finish Time

Please continue on separate sheet if needed				

**FACILITIES AND EQUIPMENT**

What facilities will be required? (e.g. toilets, changing rooms, car parking etc.) Please note that organisations will not be allowed to bring their own electronic equipment on site unless this has been PAT tested and evidence provided.

**NAMES AND QUALIFICATIONS OF SUPERVISING STAFF**

Please list the names of the people who will be carrying out supervision of the activity and their qualifications which are required to deliver the activity/service:

Name	Qualification

Evidence: Please provide copies of qualifications for all staff listed above. All qualifications must be in date.

**FIRST AID**

Please list the people who have a current First Aid Certificate and will be onsite whilst the activity will be carried out.

Names:	Date of First Aid Certificate

Evidence: Please provide copies of all First Aid Certificates. All certificates must be in date.

**HEALTH & SAFETY**

Are there risk assessments which cover the activities which will be undertaken?

Evidence: Please provide a copy as evidence. Please note that if this application is successful the risk assessments should be reviewed to assess the environment/location where the activities will be held.

## LICENSES

Will any Licenses be required for the event i.e., for live music or recorded music etc? (e.g., Performing Rights) Please circle

Yes  
No

If yes, please state which Licenses below:

## INSURANCE REQUIREMENTS

Essential:

Does the organisation have Public Liability Insurance to a minimum of £5 million which adequately covers the proposed activities? (Please circle)

Yes  
No

Evidence: Please provide a copy of the insurance policy schedules as evidence. Please note the insurance policy schedules should be in the name of the contracting party i.e., the name of the organisation. The schedules should only be in the name of an individual if you answered D to question 2.

## YOUNG PEOPLE AND VULNERABLE GROUPS

If the activity involves young people (under the age of 18), do all staff working with the children have a Disclosure and Barring Service (DBS) check? (Please circle)

Yes  
No

Please list the names and disclosure numbers of all staff supervising the activity below:

Name	DBS Disclosure Number

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Evidence: Please provide evidence of the DBS Certificates of the staff named above to the Academy.

## DECLARATION

I have read and agree to be bound by the CONDITIONS OF HIRE  
I undertake to pay the appropriate hiring charges within the agreed times

Signature of Hirer	Print Name	Date

Please return this fully completed application form by post or email to:

Ryan Tomlinson, Facilities Manager  
Hermitage Academy, Waldridge Lane, Chester-Le-Street DH2 3AD

All enquiries about the Academy facilities should be made to:  
Ryan Tomlinson [ryan.tomlinson@hermitageacademy.co.uk](mailto:ryan.tomlinson@hermitageacademy.co.uk)

All enquiries about invoicing should be made to:  
Samantha Lish [sam.lish@hermitageacademy.co.uk](mailto:sam.lish@hermitageacademy.co.uk)

If you arrive at the facilities for your allocated slot and it is locked please contact the Facilities Manager on 07483362177

**Please note lettings will not commence until all required evidence has been received and checked.**

FOR SCHOOL USE ONLY:	
Date application received:	
Application approved (Please circle)	Yes <input type="checkbox"/> No <input type="checkbox"/>
If no, the reason why the application was not successful:	
Date of grant of application:	
Permit No:	
Signed on behalf of Hermitage Academy:	

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## CONDITIONS OF HIRE

### PLEASE READ CAREFULLY

Use of the premises will be subject to the following conditions:

1. The Trust disclaim liability for injury or damage to persons or property upon its premises (so far as it is legally able to do so), and you will be required to indemnify the school against all claims arising directly or indirectly out of your use of the premises other than claims arising as a result of negligence of the school or its employees. You are advised to obtain insurance cover against these risks.
2. The person signing the application form shall be considered the hirer and must be over 18 years of age.
3. In event of any damage to buildings or furniture owned by, or held in trust by, the school arising from your use, therefore, other than damage by fire which is covered by the school's own insurance arrangements, you will be required to pay the school, in addition to the specified letting charges such sum as, in the opinion of the Trust, will cover the cost of such damage.
4. The premises must be left in a clean and tidy state and all equipment must be put back after use. If the premises are not cleaned to the satisfaction of the Site Manager, the hirer will be responsible for any payment necessary to have them cleaned.
5. Payment – on the receipt of an invoice, payment should be made within 28 days. Cheques to be made payable to “North East Learning Trust”.
6. Be prepared to show your permit to the school caretaker or any authorised person in charge of the building when reasonably requested so to do.
7. The Trustees reserve the right to cancel any permission granted to use the premises if it should appear that the premises or any part of them will be required for public or official use whether by the Trustees or by anybody or person having a statutory right of user for any other reason. No compensation will be payable by the Trustees to the application by reason of such cancellation but fees which have been paid will be refunded or an alternative date given.
8. Only those parts of the school premises which have been reserved are to be used and they must only be used for the purpose for which permission has been granted.
9. School premises must be vacated at the time negotiated within the contract. Public performance of stage plays/musicals must end not later than 11 p.m.
10. When the use of equipment is permitted, a competent person or, in the case of the use of a projector, an experienced operator, must be in charge. The hirer will be responsible for any damage to the instrument or loss of component parts, etc., which must be replaced by him/her forthwith.
11. Groups which are permitted to use school stages and equipment must comply with the local regulations of additional lighting equipment, involving extra load on the current and additions and alterations to the wiring system of stages is forbidden.
12. The Trustees or any of their officers, shall, for the purpose of inspection, have access to any rooms which have been let.

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13. No occupation will be permitted which, in opinion of the Trustees, is likely to create any distribution or cause any inconvenience to the residents in the neighbourhood, or to interfere with any existing occupation of the premises, or with school activities.
14. The use of powders or other preparations for the polishing of floors is not allowed. Floors must not be permanently marked for courts, etc, by any outside body to whom the premises have been let unless previous approval has been given by the Trustees or their officers.
15. Alcoholic drinks must not be brought on to or consumed in the school when the premises are let outside without the prior consent of the Trustees or their officers. If permission is granted, it is the responsibility of the hirer to obtain any licence for the sale of drinks at the performance of plays and similar productions.
16. Smoking in any part of the school is prohibited and must be adhered to at all times.
17. School furniture or apparatus must not be moved into or removed from any rooms without the previous authority, of the school management or Trustees. Any furniture, decorations, etc. which have been brought on to the school premises must be removed immediately after the letting.
18. Only the electrical equipment tested during the annual inspection may be used by the hirer.
19. The number of people admitted to the main hall should not exceed XXX maximum and this may be reduced depending on the use of the hall in order to comply with fire regulation. Adequate gangways leading to the exits shall be maintained. All doors forming a means of escape from the main hall will be kept free from obstruction whilst members of the public are present.
20. It is advisable that a representative from the organisation wishing to hire the premises should make contact with the Facilities Manager to arrange a visit to discuss the necessary arrangements at least one month prior to the start of use date of event.
21. A qualified person must be present during all sessions. It is the responsibility of the hirer to check the qualifications of those supervising activities
22. It is the responsibility of the hirer to ensure that all supervisory members in charge of vulnerable groups and children under the age of 18 have a valid enhanced Disclosure and Barring Service (DBS) check. This is to ensure the safeguarding of children.
23. The hirer must familiarise himself/herself with the emergency procedures for fire, first aid, accidents and defects reporting and carrying them out to the best of his/her ability ensuring that the groups in their care are also aware of the these. A First Aid kit must be brought by the person hiring the premises as it is your responsibility to provide first aid to groups in your care. The school does have trained First Aid staff on site during school hours which are between the hours of 8.00 am and 4.00 pm. Out of school hours there is no such provision.
24. It is advisable to bring a mobile phone to summon help to deal with any emergency situation arising during the session and also a torch for during the winter months or for evening sessions as this will aid evacuation in the event of a power failure.
25. All cancellations should be notified in writing by the hirer giving a minimum of 24 hours' notice.
26. The Caretaker will be present throughout the time all internal lettings of the building are taking place. They will not normally be required for external lettings of school fields.

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27. Car parking is only allowed in the allocated car parking spaces in the main car park. All roadways must be kept clear.
28. Dogs are not permitted.
29. All children and adults attending the letting must be supervised at all times and should remain only in the venue on the letting permit. If anyone from the group is found “wandering”, this could lead to the permit being withdrawn.
30. No food or drink is allowed in any area except designated social areas, unless prior written permission has been granted.
31. The hirer will adhere to all Health and Safety requirements as required by the Academy.
32. There will be no access to the premises before the commencement of the period. Hirers must allow sufficient time for preparation before the event when booking. Hirers must also have left the premises by the end of the booking period and again sufficient time must be included to allow for clearing away and for all participants to leave the premises by the end of the booked period or further charges will apply.
33. The hirer shall not sub-let the premises to another person or organisation.
34. Any breakages to Academy equipment or facilities during the period of hiring should be reported to the Academy as soon as the accident has happened by telephoning the Caretaker on site.
35. The hirer acknowledges that the charges for hiring will be reviewed annually.

### **Fire Emergency Procedures**

On arrival at the premises, familiarise yourself immediately with fire evacuation procedures and assembly points.

#### **If you discover a fire:**

Sound the fire alarm. This is signalled by a continuous “whining noise” of the school bell  
DO NOT attempt to put out the fire.

Leave the building straight away via the nearest safest exit, do not collect any belongings.  
If the route you have taken is blocked by fire or smoke, then go in the opposite direction until you find a clear exit.

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## Appendix 4

### Grant of Application

DATE

NAME

ADDRESS

ADDRESS

ADDRESS

ADDRESS

Dear

### Re: Grant of Application

Please find enclosed a signed copy of the Transfer of Control Agreement for Hire of the Academy premises. This grants you (the hirer) the right to use our premises:

- During the designated time
- Within the designated area only
- On the dates of use
- For the permitted purpose only
- In accordance with the Conditions of Hire

Lettings will be invoiced on a monthly basis and payment should be made within 28 days of the date of the invoice. Cheques should be made payable to the North East Learning Trust.

If you have any queries or require any further information, please do not hesitate to contact me.

Yours faithfully

xxx

Facilities Manager

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## Appendix 5

### Request for Missing Information

DATE

NAME

ADDRESS

ADDRESS

ADDRESS

Dear

### Re: Transfer of Control Agreement Application Form - Request for Missing Information

Thank you for your application to book facilities at xxxxxxxx. Unfortunately, some of the required information/documentation was missing from your application and so I have been unable to process it.

I am returning your application to you. Please fill in the missing sections and return with the outstanding information, as indicated below, as soon as possible so I can confirm our booking if granted.

Outstanding/missing information/documentation required:

Section 1	Your Details	
Section 2	Organisation Details	
Section 3	Dates and Times	
Section 5	Facilities	
Section 6	Names & Qualifications	
Section 6	Qualification Certificates	
Section 7	First Aid names	
Section 7	First Aid Certificates	
Section 8	Risk Assessments	
Section 9	Licences	
Section 10	Insurance	
Section 10	Insurance Policy/Schedule	
Section 11	Names of Staff	
Section 11	DBS Certificates	
Section 12	Declaration	

If you have any queries or require any further information, please do not hesitate to contact me.

Yours faithfully

Facilities Manager

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