



Lettings Policy



Status	Statutory
Responsible Directors	Board of Directors
LGB	Full Governing Board
Responsible Persons	CEO
Date of last review	September 2021
Date of next review	September 2022



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Version Control

Version	Revision Date	Revised by	Section Revised
V2	March 2019	D Ashmore	Pg. 9 Appendix A –charges at each academy
V2	March 2020	D Ashmore	Section 3.20 replaced SRFP Committee with Board of Directors, 3.21 added in cancellation with less than 28 days’ notice may incur charges, 3.23 replaced SRFP with Board of Directors, 3.28 contact number change, Appendix A – charges at each academy
V2	January 2021	J Tuke	Changes made throughout from Business and Operations Manager to Chief Operations Officer
V3	August 2021	L Burton	Section 2.1 changed dates for charges to 2021-2022 Appendix A removed the option to hire the porta cabin at Sandringham Primary School (old Kiddiwinks building) Appendix B changes cheque payment to payment type
V4	October 2021	A Hibbitt	Reference to site specific risk assessments added

1. Introduction

The Directors regard all the premises and grounds held by the Trust 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 Directors is to support the academies in providing the best possible education for its pupils, and any lettings of the premises to outside organisations will be considered with this in mind.

The academies' funding (which is provided for the education of its pupils) will not be used to subsidise any lettings by community or commercial organisations. A charge will be levied to meet the additional costs incurred by the academy in respect of any lettings of the premises. As a minimum, the actual cost to the academy of any use of the premises by outside organisations must be reimbursed to the academy budget.

2. Definition of a Letting

A letting may be defined as “any use of the academy premises (buildings and grounds) by either a community group (such as a local football team), or a commercial organisation (such as ‘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 pupils.

Use of the premises for activities such as staff meetings, parents' meetings, Governing Board meetings and extra-curricular activities of pupils supervised by academy staff, fall within the corporate life of the Trust. Costings arise from these uses are therefore a legitimate charge against the academy Budget.

2.1 Charges for Letting

The Trust is responsible for setting charges for the letting of any of the academy premises. A charge will be levied which covers the following:

- Cost of services (heating and lighting)
- Cost of staffing where appropriate
- Cost of administration
- Cost of wear and tear
- Cost of use of academy equipment (if applicable)
- Profit element (if appropriate)

The specific charge levied will be reviewed annually by Directors in the meeting held during the spring term, for implementation from the beginning of the next financial year, with effect from 1st September of that year. Current charges will be provided in advance of any letting being agreed and are detailed in Appendix A – pricing for year 2021/22.



2.2 Management and Administration of Lettings

The overall responsibility lies with the Chief Operations Officer of the Trust for all management of lettings, however day-to-day management and administrative responsibility sit with the Academy Business Manager in accordance with the Trust's policy.

Organisations seeking to hire academy premises should approach the Academy Business Manager (or other designated member of staff), who will identify their requirements and clarify the facilities available, ensuring that a **site specific risk assessment** is completed for all rooms/halls due to be let to ensure they are fit for the purpose the hirer requires.

Academy Business Managers should ensure that all risk assessments that are submitted to the academy are site specific, and should be approved by the COO.

An initial Request Form (Appendix B) should be completed at this stage. The Trust has the right to refuse an application, and no letting should be regarded as booked until approval has been given in writing. No public announcement of any activity or function taking place should be made by the organisation until the booking has been formally confirmed.

Once the letting has been approved, a letter of confirmation will be sent to the hirer, setting out the full details of the letting and enclosing a copy of the terms and conditions and the hire agreement. The letting should not take place until the signed hire agreement has been returned to the academy.

The person applying to hire the premises will be invoiced for the cost of the letting in accordance with the Trust's current scale of charges. The academy may wish to seek payment in advance in order to reduce any possible bad debts.

The hirer should be a named individual and the agreement should be in their name, giving their permanent private address. This avoids any slight risk that the letting might be held to be a business tenancy, which would give the hirer security of tenure.

Income and expenditure associated with the lettings will be regularly monitored to ensure that at least a "break even" situation is being achieved.

3. Terms and Conditions

3.1 For the hire of the academy premises

All terms and conditions set out below must be adhered to. The "Hirer" shall be the person making the application for a letting, and this person will be personally responsible for payment of all fees or other sums due in respect of the letting.



3.2 Status of the Hirer

Lettings will not be made to persons under the age of 18, or to any organisation or group with an unlawful or extremist background. The hire agreement is personal to the hirer only, and nothing in it is intended to have the effect of giving exclusive possession of any part of the Academy to them or of creating any tenancy between the Academy and the hirer.

3.3 Priority of Use

The Chief Operations Officer will resolve conflicting requests for the use of the premises, with priority at all times being given to academy functions.

3.4 Attendance

The Hirer shall ensure that the number of persons using the premises does not exceed that for which the application was made and approval given.

3.5 Behaviour

The Hirer shall be responsible for ensuring the preservation of good order for the full duration of the letting and until the premises are vacated.

3.6 Public Safety

It is the Hirer's responsibility to ensure that all those attending are made aware of the fact that they do so in all respects at their own risk. Appropriate risk assessments must be completed by the hirer in advance of use and copies provided to the Trust/Academy with the booking form. Risk assessments must be site specific.

3.7 Damage, Loss or Injury

Exceed Learning Partnership or its academies will not be responsible for any injury to person/s or damage to property arising out of the letting of the premises.

The hirer should ensure that appropriate insurance is in place for the purpose of the hire and is sufficient to cover all its legal liabilities for accidents resulting in injuries to persons and/or loss of or damage to property, including the hired premises. Copies of insurance documentation must be presented to the Academy prior to start of hiring the premises.

All persons hiring the academy premises must carry sufficient Third Party Liability insurance to satisfy Exceed Learning Partnership requirements

3.8 Furniture and Fittings

Furniture and fittings shall not be removed or interfered with in any way. No fittings or decorating of any kind necessitating drilling, or the fixing of nails or screws into fixtures which are part of the academy fabric, are permitted. In the event of any damage to premises or property arising from the letting, the Hirer shall pay the cost of any reparation required.



3.9 Academy Equipment

This can only be used if requested on the initial application form, and if its use is approved by the Chief Operations Officer. Responsible adults must supervise the use of any equipment which is issued and ensure its safe return. The Hirer is liable for any damage, loss or theft of academy equipment they are using, and for the equipment's safe and appropriate use.

3.10 Electrical Equipment

Any electrical equipment brought by the Hirer onto academy site MUST comply with the code of practice for portable electrical appliance equipment. Equipment must have a certificate of safety from a qualified electrical engineer. The intention to use any electrical equipment must be notified on the application form.

3.11 Car Parking Facilities

Subject to availability, these may be used by the Hirer and other adults involved in the letting. The Trust/Academy accepts no liability to any damages to vehicles as park is at the owner's risk.

3.12 Toilet Facilities

Access to the Trust/Academies toilet facilities is included as part of the hire agreements. All toilet facilities must be left in clean working order, any costs incurred by the Trust/Academies for damages/cleaning as a result of misuse may be passed to the hirer.

3.13 First Aid Facilities

There is no legal requirement for the academy to provide first aid facilities for the Hirer. It is the Hirer's responsibility to make their own arrangements, such as the provision of first aid training for supervising personnel, and the provision of a first aid kit, particularly in the cast of sports lettings. Use of academy resources is not available.

3.14 Food and Drink

No food or drink may be prepared or consumed on the property without the direct permission of the Trust, in line with current food hygiene regulations. All litter must be placed in the bins provided.

3.15 Intoxicating Liquor/Substances

No intoxicants shall be brought on to or consumed on the premises.

3.16 Smoking

The whole of the academy premises including grounds (car parks and sports fields) are non-smoking areas, and smoking including e-cigarettes is strictly not permitted.

3.17 Heels and Shoes

No stiletto or any type of thin heel is to be worn in the sports hall. If activities involve outdoor use, participants should ensure footwear is cleaned before re-entering the premises.

3.18 Copyright or Performing Rights

The Hirer shall not, during the occupancy of the premises, infringe any subsisting copyright or performing right, and shall indemnify the academy/Trust against all sums of money which the academy may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

3.19 Sub-letting

The Hirer shall not sub-let the premises to another person.

3.20 Charges

Hire charges are reviewed annually by the Directors for the Trust.

3.21 Variation of Scales of Charges and Cancellations

The Hirer acknowledges that the charges given may be increased from time to time and that the letting may be cancelled, provided that in each circumstance at least 28 days' notice either way is given, cancellations with less than 28 days' notice may incur the charges.

3.22 Security and Site Supervision

The academy will provide a person to be responsible for the security and supervision of the premises before, during and after the hire, and for the cleaning of the premises after its use. This cost will be included in the charge for the letting. If no suitable person can be provided, then the letting will not be allowed or will be cancelled. Only named key holders may operate the security system. Keys should not be passed to any other person without the direct permission of the Trust.

3.23 Right of Access

The academy reserves the right to access to the premises during any letting. The Chief Operations Officer or members from the Board of Directors may monitor activities from time to time.

3.24 Conclusion of the Letting

The Hirer shall, at the end of the hire period, leave the accommodation in a reasonably tidy condition, all equipment being returned to the correct place of storage. If this condition is not adhered to, an additional cost may be charged.

3.25 Vacation of the Premises

The Hirer shall ensure that the premises are vacated promptly at the end of the letting. The Hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult. In the event of an emergency, occupants must leave the academy by the nearest exit and assemble in the nearest car park. Hirers are responsible for familiarising themselves with the emergency exits and must ensure that participants are aware of evacuation procedures.

3.26 Promotional Literature/Newsletters

A draft copy of any information to be distributed to participants or through the academy must be sanctioned by the Academy Principal a week prior to distribution by the Hirer.

3.27 Facilities available to hire

- Sports Hall
- Playing Field
- MUGA
- Porta Cabin

3.28 Operating Hours

Operating times can be obtained from the academies directly.

For more information and prices with regard to hiring any of the Trust's Academies' facilities, please contact: Andrew Hibbitt, Chief Operations Officer on 01709 805175

Policy Agreed: 16th September 2020 and reviewed October 2021

Signed CEO: 

Signed Chair of Directors: 

Policy to be reviewed: March 2022



Appendix A

Pricing for Year 2021/22

Edlington Victoria Academy

MUGA facility £10 per hour (with lighting)
£8 per hour (no lighting)

Hill Top Academy

Hall £40 per day/£20 per half day

Carr Lodge Academy

Playing Field £40 per day



Appendix B

Exceed Learning Partnership Initial Request Form

Financial Year 2021/2022

APPLICATION NUMBER _____ PREMISES/SITE REQUIRED _____

1 NAME HIRING ORGANISATION: _____

2 NAME OF PERSON MAKING THE APPLICATION: _____

ADDRESS: _____

POST CODE: _____ CONTACT TEL NO: _____

POSITION IN ORGANISATION: _____

3 TYPE/NUMBER ROOMS/AREAS (e.g. Hall / Pitches / Field Etc.

4 Are toilet facilities required? YES NO adult child

5 Is a refreshment area required? YES NO

6 Purpose for which accommodation will be used: _____

7 Approximate number of persons expected to attend: _____

8 Inclusive Times: From _____ to _____

	Date of First Session	Date of Last Session	No of Sessions per week & days	Total
Autumn Term Sept. to Dec.				
Spring Term Jan. to March				
Summer Term April to July				



Please state whether including or excluding academy holidays. Academy Buildings are not available on Bank Holiday Mondays, Tuesdays or Good Friday.

If meetings are not held on a regular cycle, please give details below:

This form should be submitted to the Academy as soon as possible and not less than 14 days before the date of the first booking. It should be marked for the attention of: THE ACADEMY BUSINESS MANAGER.

THE HIRER AGREES:

- 1 To enclose the appropriate payment unless an account arrangement has been made.
- 2 To pay the Academy the cost of making good any damage to the premises, furniture, fittings or other property of the Academy arising from the use of the premises.
- 3 That the use of the accommodation shall be subject to the regulations.
- 4 To abide by the decision of the Academy should any question arise on any point.
- 5 To provide a copy of the hirers **site specific risk assessment** with this booking form.

To give at least 48 hours' notice in the event of cancellation.

Signature: _____

(BLOCK CAPITALS PLEASE)

Name: _____ On behalf of _____

Address: _____

Post Code: _____

Daytime Telephone No: _____ Date: _____

Payment type: _____ Receipt No: _____