



## **The Fermain Academy**

### **Charging and Remissions Policy**

Written/Amended By: Sam Finch/Nic Brindle

Reviewed By: Resource and Audit Committee

Review Date: 14/06/2018

Next Review Date: Summer Term 2019

## **1) INTRODUCTION**

Section 42 of the *Education Act 1986* provides for the use of school premises outside of school hours to be under the control of the Board. In exercising their responsibilities under Section 42, Governing Bodies are required to be sympathetic to the needs of the community served by the school when deciding upon out of hours' usage.

## **2) MANAGEMENT OF LETTINGS**

The Fermain Academy is responsible for:-

- a) Receiving and approving lettings applications for the hiring of premises;
- b) Making arrangements for the supervision of lettings;
- c) Collecting income from lettings and balancing this against expenditure as part of the management of the school budget; and
- d) Undertaking all administrative duties arising from the lettings function.

The lettings function at the Fermain Academy is overseen by the Business Manager with the day-to-day operational management undertaken by the Site Manager and the recovery of charges administered by the Administration Support Professionals.

## **3) LETTINGS POLICY**

The Fermain Academy encourages links and liaison with the local community and welcomes its premises being used by groups after the school day or at other times, as far as are reasonably practicable.

Letting applications are considered as long as they meet the following criteria:-

- a) That the letting application does not impact adversely on the activities of the academy;
- b) That the letting would be economically viable; and
- c) That letting requests are from appropriate groups (i.e. they are not involved in illegal or otherwise undesirable activities).

A key factor in considering letting applications is therefore the potential for disruption to learning activities during the next teaching session, whether this relates to the time constraints of resetting rooms or possible damage to equipment or furniture.

As the Fermain Academy is located in a residential area the consideration of lettings applications requires balancing the needs of the local community with the expectations of the school's neighbours for reasonable peace and quiet, particularly at weekends and during Public Holidays. Lettings applications will therefore be declined if, in the opinion of the Principal, they are likely to create any disturbance, noise, nuisance, annoyance or inconvenience to local residents.

All hirers should complete the Lettings Application Form (Appendix 1) and sign to agree to abide to the Conditions of Hire (Appendix 2). Successful letting applications will be issued with a Permit for the Hire of School Premises (Appendix 3).

**4) LETTINGS CHARGES**

The Fermain Academy applies an appropriate scale of charges for lettings to commercial and private users in order to cover costs associated with staffing and utilities. The total charge is comprised of a set up cost and an hourly room rate, with enhanced rates applied during weekends.

All one-off bookings are subject to a deposit and the school reserves the right to retain this deposit should the booking overrun, or there be any disturbance or damage.

There are, however, some exceptions to the above general charging policy and lower rates may be offered to local charities, residents groups or voluntary groups who wish to use the school facilities outside normal school hours and generate no income for themselves. Lower rates may be offered to groups that are long term regular users of the premises.

In certain circumstances, a group’s activities may be accommodated within the normal operational hours of the school and in such cases the Principal will exercise their judgement as to whether any charges should be waived.

	Hourly Room Rate
Weekday	20.00
Saturday	30.00
Sunday	30.00

**5) APPENDICES**

Appendix 1 – Lettings Application Form

Appendix 2 – Conditions of Hire

Appendix 3 – Permit for the Hire of Academy Premises



To the Fermain Academy

I/We, (applicants full name) .....

of (address) .....

being over the age of 18 years, hereby apply for permission to use the accommodation and other facilities as set out overleaf, it being understood that if such permission be granted, it will be subject to the Conditions of Hire made by the school in relation to the use of the premises, a copy of which we have received, and that such permission will be effective only so long as such Conditions are duly observed and performed.

I/We agree, to the cost of hiring the accommodation in accordance with the school's current Scale of Charges.

I/We, the Applicant/s hereby undertake and agree with the said school to perform and observe all of the said Conditions, including applying for an alcohol licence when necessary, should such permission be granted.

I/We, the Applicant/s, hereby agree to indemnify and keep indemnified the Governors of the Trust from and against all loss, damage, costs, claims, demands, expenses or charges which the Governors may sustain or incur in respect of any matter arising out of the use of the accommodation or the Conditions relating thereto, including breach or infringement of copyright, insofar as the same are not covered by the policy of insurance effected by the Trust and referred to in the Conditions of Hire, or the obligation to give notice of any accident, damage or proceedings as aforesaid is not fulfilled by us and to pay to the Governors on demand all such sums as may be payable by reason of this indemnify.

Signature of Applicant: ..... Date: .....

Telephone Number: Home:..... Business:.....

Applicant Full Postal Address: .....  
.....  
.....

## CONDITIONS OF HIRE

1. **Insurance:** The hirer must arrange public liability insurance:-
  - To protect the hirer against third party claims for loss, damage, injury or death arising out of the use of premises for not less than £1million; and
  - To provide an indemnity cover in respect of damage to the premises hired for not less than £1 million where such damage can be attributed to the negligence of the hirer or his/her employees or agents.
  - Indemnity should be extended to include the Board of the school and indemnify the Board against:-
    - All claims, loss, damage or injury which may be brought against or suffered by the Board arising from or in consequence of their hiring of the school premises or equipment;
    - The cost of reinstating or replacing any part of the premises or any property which shall be damaged, destroyed or removed during the period of the hiring of the premises.
2. **Health & Safety:** The hirer is responsible for ensuring that all people using the school premises during the hire period are aware of exits, emergency exits and that the hirer's staff know the location of fire-fighting equipment. No exits or corridors may be blocked or fire-fighting equipment removed.
3. **Licenses and Copyright:** The hirer is responsible for obtaining all necessary licenses. The Board are entitled to require proof that a license has been obtained.
4. **Car Parking:** Arrangements for parking on the premises will be notified to the hirer once the application has been accepted. Parking at the school is at the owners' risk.
5. **Payment:** The hirer shall ensure that payment is received by the school promptly after receipt of the schools invoice.
6. **Fixtures and Fittings:** No fixtures and fittings or other objects shall be driven into fabric or furnishings, or affixed to them, without the prior written permission of the school.
7. **Use of Furniture and Equipment:** The movement of school furniture and equipment from room to room is not permitted, unless previously agreed in writing by the school. The use of all equipment and apparatus is subject to the prior written agreement.
8. **Hirer's Equipment:** The hirer shall obtain the written permission of the school before bringing any apparatus or equipment either within the site or into the premises. The hirer shall ensure that such apparatus or equipment is removed within such time as the school may allow. Any property not so removed may be removed by the school at the hirer's risk. The cost of removal, together with any storage charges incurred by the school, shall be recoverable from the hirer.

9. **Use of Premises:** The hirer must comply with any instructions given by the duty staff member. The hirer must not sublet to another party. The site and premises are all designated as 'no smoking' areas and the hirer will be responsible for ensuring that this policy is adhered to. Hirers will have access only to particular rooms let to them, as well as adequate toilet facilities. The use of the school premises is limited to the times and nature of the event described in the Lettings Application Form and the hirer is responsible for ensuring good order is maintained throughout the period of the hire. The Hirer will leave the premises as they found them.
10. **Liability:** The Board shall not be liable for any loss or damage caused to the hirer or to any other person as a result of:-
  - Any failure or defect or want of repair in any of the fixtures, fittings, furniture, equipment or appliances belonging to the school; or
  - Any failure or interruption in the supply of water, gas or electricity to the accommodation; or any defect or want of repair in the premises or in the means of access to the premises; or
  - Any theft or malicious or accidental damage to or loss of any property of any person taken or left at the premises.
11. **Numbers:** The hirer shall not allow on the school premises more than the number of persons stated in the Lettings Application Form.
12. **Advertisements:** No advertisements, emblems or slogans shall be displayed outside the school premises without the prior written permission of the school. The hirer shall removed from inside the premises any advertisement, emblem or slogan if, in the opinion of the school, it is unlawful, unseemly, likely to lead to a disturbance or expose the premises to undue risk of fire.
13. **Right of Entry:** The Board, Principal, Business Manager and others appointed by the Board shall have the right of entry to the premises during the hiring.
14. **Reporting Damage:** Any damage to the premises or its contents by the hirer must be reported on the day of hire to the member of staff on duty or person from the school supervising the letting. This must be followed by a written report on the damage caused.
15. **Additional Conditions:** The Board reserve the right to provide additional conditions to those described in these Conditions of hire as they consider appropriate.
16. **Condition of Premises:** The hirer is responsible for leaving the premises in the same condition as it was before the hire and for ensuring that everything is clean and tidy.
17. **Cancellation:** The hirer should give at least fourteen days notice of cancellation of a one off hire or six weeks notice of cancellation of an ongoing hire already confirmed. If the school considers it is likely that any one of these Conditions of Hire will not be complied with by the hirer, the school may terminate the hiring forthwith by written notice to the hirer. If during the period of the hiring any Governor, or member of staff who may be present is of the opinion that any of these Conditions of Hire have not been complied with or that disorder, damage to property or an illegal act has taken place or is threatened, that person may summarily terminate the hiring by oral notice to the hirer, or (in his or her absence) to any other person or persons apparently in control of the proceedings, whereupon the premises shall be vacated forthwith. In the event of the hiring being cancelled under such conditions,

the governors shall be under no liability to refund any payment made or to compensate the hirer or any other person for any loss or damage sustained in consequence of the cancellation.



**PERMIT FOR THE HIRE OF SCHOOL PREMISES**

Enquiries to: Business Manager  
 Telephone:

To: .....  
 .....  
 .....

Date: .....

Dear

We are pleased to inform you that your application to use the accommodation and facilities listed below has been approved. Permission is granted subject to the Conditions of Hire referred to on the application form and is operative only so long as these are observed, and provided that the sum stated below paid within 5 days of receipt of the invoice.

Date(s) of Use: .....

Times: From:..... To:.....

Purpose:.....

Accommodation Booked:.....

Equipment Booked:.....

**DETAILS OF CHARGE**

No. of Rooms	Hours	Room Rate (£/hour)	Room Charge (£)	Set Up Cost (£)	Total (£)

Total Payable: .....

The school prefers to receive payment via BACS transfer - **Account Details; The Fermain Academy, Acc No 15585360, SC 309812.** Cheques should be made payable to The Fermain Academy.

**Signed:** ----- **Date:** -----  
**(Principal)**