



Lettings Policy

Introduction

The Governing Body of Bill Quay Primary School wish to make every reasonable effort to facilitate the use of the school premises by the community. The purpose of this policy is to:

- provide clear guidance on lettings and the hire of school premises;
- enable safe access to the school site and premises;
- promote the use of school facilities by the wider community;

Definition of A Letting

A letting may be defined as “any use of the school buildings and grounds by parties other than the school”. A letting must not interfere with the activities of the school.

Use of the premises for activities such as staff meetings, parents’ meetings, Governing Body meetings and extra-curricular activities of pupils supervised by school staff, fall within the corporate life of the school. Costs arising from these uses are therefore a legitimate charge against the school’s delegated budget and do not require a letting agreement.

When a letting is agreed, a License and Service Level Agreement will be drawn up between the hirer and the school (Appendix 1)

When the Governing Body wishes to have permanent groups on site who occupy parts of the premises on an exclusive basis, such as a pre-school, a lease agreement will be drawn up by Legal Services. In this case, the school will not have access or use of a room and the occupier controls the space.

EVENT NOTICES

Hirers holding an event within the school premises may require a temporary event notice. Consultation will need to take place with the school and the Council’s Events Section regarding such things as:

- Number of people present
- Capacity of the Venue
- Marking of emergency exits
- Provision of emergency lighting
- Safety plans

Contact will be made with the Council’s Event Management & Health and Safety section (561 1744) to obtain advice on planning any event and the specific requirements thereof.

LICENSING

Some activities and services require specific licences for example:

- Prize Bingo
- Public Entertainment

- Lotteries and amusement licence
- Theatre Licence

Contact will be made with the Council’s Licensing section (561 1012) to obtain advice and the specific requirements thereof.

CHARGES FOR A LETTING

The Governing Body is responsible for setting charges for a letting on the school premises. A charge will be levied which includes but is not limited to the following:

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

The charges will be reviewed and approved annually by the Governing Body. Current charges will be provided in advance of any letting being agreed.

The school is constrained by law to apply value added tax to all transactions where this is appropriate.

The school 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 incurring additional cost for cleaning, caretaking or other expenses.

The school will seek to recover any costs incurred by the school that are unavoidable and result directly from the cancellation of a letting.

LETTING TIMES, AVAILABLE FACILITIES AND EQUIPMENT

Facilities and Equipment available for hire:

- School field
- Large Hall
- Small Hall
- Classrooms

A piano is located in the large hall.

A projector and screen is available in the large hall.

Toilet facilities for both children and adults at both ends of the school, including disabled facilities.

Lettings Times:

During Term Time	Monday to Friday 4.30pm-6.15pm
During School Holidays	*With prior consent – dates and times to be considered

Variations to the above facilities and times will be subject to the approval of the Governing Body.

SECURITY

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

MANAGEMENT AND ADMINISTRATIONS OF LETTINGS

The responsibility for the management of lettings lies with the full Governing Body of the school. The day to day management decisions are made by the Governing Body (or one of its committees where powers have been delegated). Direct onsite responsibilities lie with the Head Teacher.

The Head Teacher will need to be satisfied that the Hirer is able to manage the let in accordance with school policies before agreeing to accept the booking. If the Head Teacher does not feel that satisfactory management procedures will be in place during the let, they will not accept the booking application. If the Head Teacher has any concerns about whether a particular request for a letting is appropriate or not, he/ she will consult with the Chair of the Governors who can seek advice from the Local Authority.

ADMINISTRATIVE PROCESS

An individual or organisation should approach the Head Teacher or Business Manager to request the use of facilities.

For all agreements, the school should maintain a suitable record of current lettings and amounts due. For regular users or block bookings, income due and income received should be recorded, e.g. on control sheets, allowing balances outstanding to be clearly identified. Where lettings income due remains outstanding, prompt and appropriate recovery action should be taken.

CANCELLATIONS

Governors will seek to recover any costs incurred by the school which are unavoidable and result directly from the cancellation of a letting as set out in the Charging and Remissions Policy.

The Governing Body reserves the right to terminate a hiring agreement at any time on reasonable grounds.

The Governing Body reserves the right to cancel any booking based on reasonable grounds and shall seek to give one months' notice in writing for any cancellation.

APPEALS PROCEDURE

1. If a Hirer has a letting application rejected or agreement withdrawn, they have a right to appeal to the Governing Body.

2. The appeal should be made in writing and will be presented at the next full meeting of the Governing Body.
3. The Hirer will be informed of any action and/or decision taken by the Governing Body.
4. The Governing Body's decision is final.

COMPLAINTS PROCEDURE

1. If a Hirer is dissatisfied with any aspect of the service it has received, they should, at the earliest opportunity, attempt to resolve this with the staff of the school. Every effort will be made to resolve disputes between the parties quickly and effectively:
2. In the event of a dispute, the complainant should proceed as follows: -
 - a. The relevant member of staff should be contacted to try to resolve the problem
 - b. If the matter cannot be resolved satisfactorily, the Head Teacher should be contacted.
 - c. If the matter remains unresolved, the complaint must be submitted in writing to the Head Teacher.
 - d. Where the Head Teacher has failed to satisfy the complainant, the Governing Body (or a committee or an individual governor where delegated to do so) may review the case.
3. Having exhausted the steps above, all unresolved disputes or differences shall be referred to a single arbitrator who shall be determined by the school's Governing Body.

LICENCE AGREEMENT (Including Terms and Conditions)

The Governing Body of Bill Quay Primary School (the Licensor) permits the use of space known as Within the school premises.

To: **[Insert name of Hirer]** (the Licensee)

Of: **[Insert Address of Hirer]**

On the terms and conditions printed herein.

The Licence Period

Period from the: **[Insert date from]**

To the: **[Insert date to]**

Subject to the conditions herein.

The Licence Fee

Licence Fee £ _____ (To be paid prior to hire)

Permitted Use

Permitted Use means _____

Signed on behalf of the Licensor: _____

The Licensee hereby confirms that he/she has read and understand these terms and conditions and agrees to be bound by such terms and conditions from the commencement of this Licence Agreement.

Print Name: _____

Signed (Licensee): _____ **Date:** _____

LICENCE AGREEMENT TERMS AND CONDITIONS

1. LICENCE FEE

The Licence Fee is payable prior to the hire.

2. USE AND ACCESS

The Licensor permits the Licensee to access and use the Premises on the times specified for the Permitted Use only. The Licensee shall not use the Premises for any illegal purpose nor for any purpose or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the Licensor or any other occupiers within the Building or any owner or occupier of neighbouring property.

The Licensor retains the right to access the Premises at all times during the Licence Period.

The Premises and the License Areas remain in the Licensor's legal possession notwithstanding the Licensee's occupation thereof during the License Period and that such occupation shall not be deemed to constitute or create any lease tenancy or agreement for the same.

3. CANCELLATION

The Licensee will pay the full cost of the hire for bookings cancelled less than 24 hours before commencement.

4. CONDITION AND DAMAGE

The Licensee will keep the Premises in a clean and tidy condition when in occupation. The Premises must be left in the same condition as before the hire commenced and each party will agree to the condition prior and after the hire.

Any damage that occurs during the Licence Period in or to the Premises will be the responsibility of the Licensee and the Licensee shall pay to the Council of the City of Sunderland/Licensor the cost of making good any such damage.

5. PUBLIC LIABILITY INSURANCE

The Licensee will hold public liability insurance in respect of their occupation of the Premises and will provide a copy of their public liability insurance of £5 million for every hire. A copy of which will be kept by the Licensor.

The Governing Body may at its discretion waive this requirement where the Licensee is an individual or small informal group of individuals (not using the school buildings for commercial or business purposes) who do not hold public liability insurance and who, because of this informal nature, may find it difficult to obtain.

6. INDEMNITY

The Licensee shall keep the Licensor and Gateshead Council indemnified against all expenses, costs, claims, damage and loss (including any diminution in the value of Premises and loss of amenity of the Premises) arising out of the use of the Premises by the Licensee or from any breach of any of the terms and conditions of this Licence by the Licensee, or any act or omission of the Licensee, or any other person on the Premises with the actual or implied authority of any of them.

7. ASSIGNMENT AND ALTERATIONS

This Licence Agreement is personal to the Licensee and the Licensee shall not assign or underlet or part with or share possession or occupation of the Premises. The Licensee shall not make any alteration or addition to the Premises and shall not affix any items to the Premises.

8. COMPLIANCE WITH HEALTH AND SAFETY, STATUTE AND REGULATIONS

The Licensee must comply with all laws relating to the Premises and the occupation and use of the Premises by the Licensee, including but not limited to Health and Safety legislation.

A register must be taken at each session and provided to the Licensor.

Risk Assessments and DBS certificates required by the Licensee must be supplied to the Licensor if so required.

Any portable equipment that is to be used must have a current PAT test certificate.

The Licensee must ensure they are aware of the fire exits and the evacuation procedure on hearing an alarm.

9. LOSS

The Licensor does not accept liability for loss or damage to property brought onto the Premises by or on behalf of the Licensee or any of its servants, agents or invitees, however caused.

10. TERMINATION

Should the Licensee be in breach of the terms and conditions of this Licence at any time, then this Licence can be terminated immediately upon notice by the Licensor to the Licensee and no Licence Fee or part thereof will be refundable.

The Licensor can terminate this agreement upon one week's notice to the Licensee whereupon this Licence shall cease and determine.

Any termination of this Licence shall be without prejudice to the rights of any party against the other in respect of any antecedent breach of the terms and conditions.

12. FORCE MAJEURE

The Licensor shall not be liable for any loss or damage which the Licensee suffers as a direct or indirect result of the performance of this Licence being prevented hindered or delayed by reason of any act of God riot strike or lockout trade dispute or labour disturbance accident breakdown of plant or machinery fire flood difficulty in obtaining workmen's materials or transport electrical power failures or other circumstances whatsoever outside its control and which affect the provision by the Licensor of access to or use of the space.

13. ADVERTISING

The Licensor must approve all advertising and posters concerning the use of the Premises.

