

<b>Title and Description</b>	<b>Lettings Policy and Procedures</b>
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<b>Reviewed by</b>	Audit Committee
<b>Responsibility</b>	Business Director
<b>Review Period</b>	Three Yearly
<b>Date of next review</b>	March 2027

## **SCHOOL LETTINGS POLICY/PROCEDURE**

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## INTRODUCTION

The Trust Board of Framwellgate School Durham wish to make every reasonable effort to facilitate the use of their school by the Community as a whole. 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
- safeguard the interests of Excel Academy Partnership and the school
- allow use of the school site in fully compliance with the Charitable Objects of the Board

## 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, Trust Board 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 schools delegated budget and do not require a letting agreement.

There are two types of letting agreements:

1. **Licence Agreement** – this arrangement is used when anyone wishes to hire a room or use school facilities, including members of the public or persons on behalf of a commercial organisation, registered charity, established group/association or who is employed for the purposes of the activity. An example is the use of a MUGA pitch to play football, or use of a room for members of the public to practice sewing. A Licence Agreement should be completed which lists terms and conditions for the use of the premises. A license agreement does not create a business tenancy.
2. **Lease** –the grant of a lease is appropriate when the Trust Board wishes to have permanent groups on site who occupy parts of the premises on an exclusive basis. The school will not have access or use of a room and the occupier controls the space as a tenant. An example is an independent nursery occupying a part of the school premises. A lease will be required for this arrangement. The lease may create a business tenancy and will be covered by Landlord and Tenant Legislation therefore the Trust Board must take legal advice and may be required to obtain DFE for prior approval depending on the proposed terms of the Lease and the premises to be let.

## 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 regarding such things as:

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

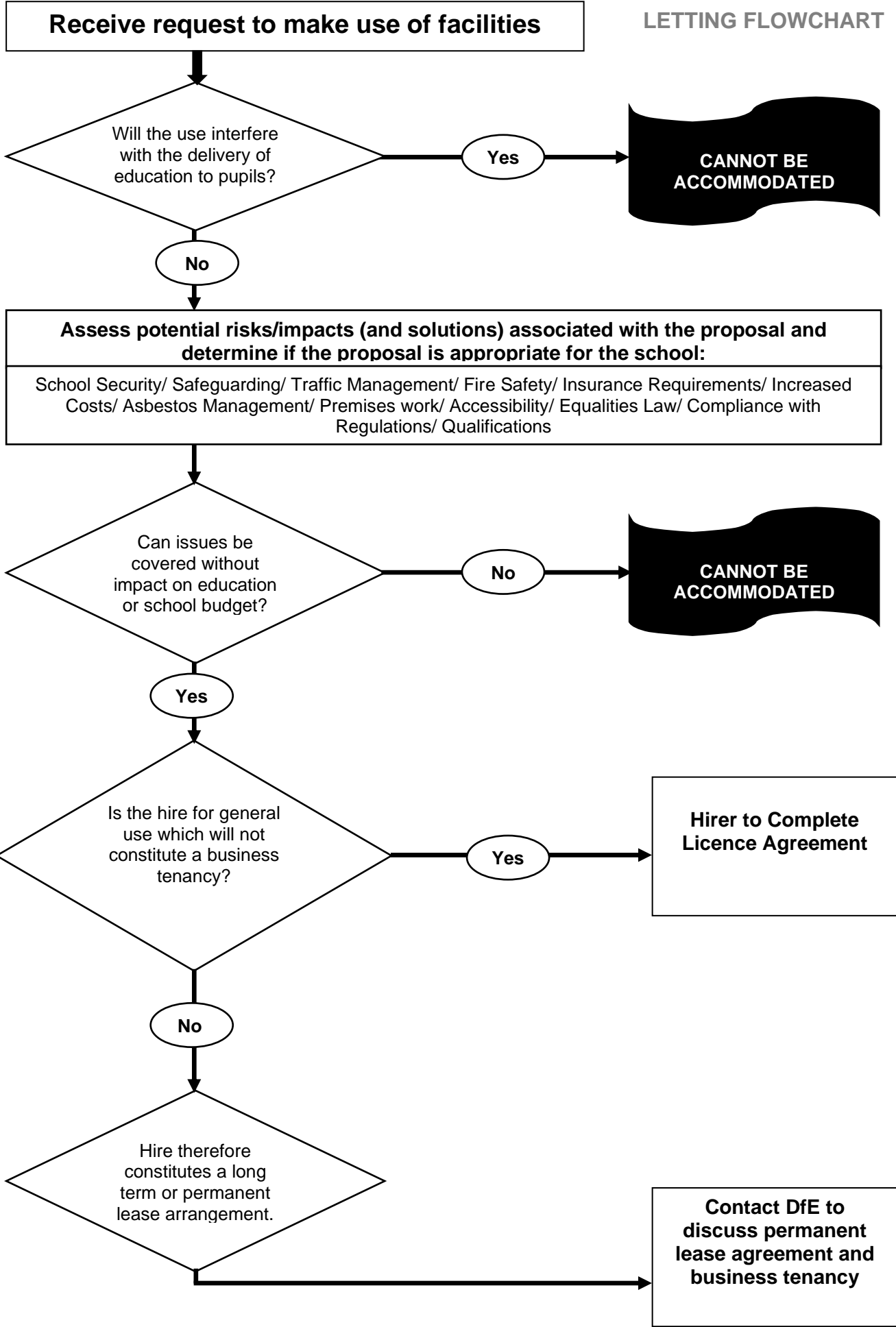
Contact will be made with the school's Lettings Manager to obtain advice on planning any event and the specific requirements thereof.

## 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 to obtain advice and the specific requirements thereof.



## CHARGES FOR A LETTING

The Trust Board 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 regularly. 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
- Football Pitch
- MUGA (astro turf)
- Sports Hall
- Gym
- Main Hall
- Conference Centre
- Kepler meeting room
- Classrooms
- Any other space deemed appropriate for a given activity

Lettings Times:

<b>During Term Time</b>	Monday to Friday	<a href="#">4.30pm-9.00pm</a>
	Weekends	<a href="#">By arrangement</a>
<b>During School Holidays</b>	Monday to Friday	<a href="#">By arrangement</a>
	Weekends	<a href="#">By arrangement</a>

Conference Centre Lettings Times:

<b>During Term Time</b>	Monday to Friday	<a href="#">08.00 - By arrangement</a>
	Weekends	<a href="#">By arrangement</a>
<b>During School Holidays</b>	Monday to Friday	<a href="#">08.00 - By arrangement</a>
	Weekends	<a href="#">By arrangement</a>

Variations to the above facilities and times will be subject to the approval of the Trust Board, or staff with delegated responsibilities.

## **SECURITY**

The Trust Board will determine the security risk for each letting and will be responsible for allocating a continuous security presence or other control measures if this is deemed necessary.

## **MANAGEMENT AND ADMINISTRATIONS OF LETTINGS**

The responsibility for the management of lettings lies with the full Trust Board of the school. The day to day management decisions are made by the Trust Board (or one of its committees where powers have been delegated). Direct onsite responsibilities lie with the Headteacher or Business Director.

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

## **ADMINISTRATIVE PROCESS**

An individual or organisation should approach the Headteacher or Business Director to request the use of facilities.

Using the flowchart, the Headteacher or Business Director will determine if the let can be accommodated and what type of agreement is appropriate; Licence Agreement Risks associated with the let will be considered and acted upon as appropriate.

### **Licence Agreement**

1. The Applicant should sign the Licence Agreement, acknowledging and agreeing to adhere to the stated terms and conditions (**see Appendix A**).
2. The Hirer should pay the fee prior to the date of the hire.
3. Invoices are sent on a monthly basis to obtain booking fees. Bookings are also payable in advance if requested.

### **Leases**

1. The Headteacher or Business Director will consult with the Trust Board to assess the potential risks and solutions associated with the proposal and determine if the proposal is adequate for the school.
2. The Trust Board should obtain legal advice.

For all agreements or leases 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**

Trustees will seek to recover any cost incurred by the school which are unavoidable and result directly from the cancellation of a letting as set out in the charging policy.

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

The Trust Board reserves the right to cancel any booking based on reasonable grounds and shall seek to give a minimum of 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 Trust Board.
2. The appeal should be made in writing and will be presented at the next full meeting of the Trust Board.
3. The Hirer will be informed of any action and/or decision taken by the Trust Board.
4. The Trust Board'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 hirer should be directed to the complaints procedure.



**APPENDIX A LICENCE AGREEMENT**

**(Including Terms and Conditions)**

# **LICENCE AGREEMENT**

## LICENCE AGREEMENT

Dated [            ]

### Between

**The Excel Academy Partnership (Company Number 07837770)** whose registered company address is **Newton Drive, Framwellgate Moor, Durham DH1 5BQ** ("the Licensor"); and

**[FULL COMPANY OR INDIVIDUAL'S NAME]** of **[REGISTERED ADDRESS OF LICENSEE]** ("the Licensee")

The following definitions and rules of interpretation apply in this licence:

**Designated Hours:** [NUMBER] [hours OR days] per week or such other [hours OR days] as the Licensor in its absolute discretion may determine on 2 weeks' notice to the Licensee.

**Estate:** the land and buildings known as Framwellgate School, Newton Drive, Durham DH1 5BG registered at the Land Registry until title number DU330867.

**Licence Fee:** the amount of [AMOUNT] POUNDS per [week OR month] or such other amount as the Licensor in its absolute discretion may from time to time determine on giving 2 weeks' notice.

**Licence Period:** the period from and including [DATE] 2023 until the date on which this licence is determined in accordance with the terms of this Licence.

**Permitted Use:** [SPECIFY USE ] which shall for the avoidance of doubt at all times be for the purposes of community, fundraising and/or recreational purposes ancillary to the use undertaken by the Licensor being use of the Estate for the provision of educational services.

**Premises:** the premises known as [                                  ] located within the Estate which shall include all fixtures and fittings and plant and machinery thereon or such other space as allocated to the Licensee from time to time.

### Licence to Occupy

The Licensor permits the Licensee to occupy the Premises for the Permitted Use for the Licence Period during the Designated Hours in common with the Licensor and all others authorised by the Licensor on the terms and conditions set out in this Licence.

The Licensee hereby confirms that he/she has completed the booking form and agrees with the content. The Licensee further confirms that he/she has read and understands these terms and conditions and agrees to be bound by such terms and conditions from the commencement of this Licence Agreement.

## LICENCE AGREEMENT TERMS AND CONDITIONS

### 1. FEE

The Licence Fee will be sent via invoice and is payable within 30 days.

### 2. USE AND ACCESS

The Licensor permits the Licensee to access and use the Premises during the Designated Hours 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 Licensee may use such parts of the common areas of the Estate for the purpose of access to and egress from the Premises as shall from time to time be designated by the Licensor for such purpose.

The Licensor retains the right to access the Premises at all times during the Licence Period. The Premises remain in the Licensor's legal possession notwithstanding the Licensee's occupation thereof during the Licence 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 for events cancelled based on the following cancellation terms:

Cancellations of and Amendments to Meetings and Events

The Licensee may cancel the event by written notice to the Licensor, without incurring any charge at any time up to 28 days prior to the date of the event.

Any postponement of the event shall be considered to be a cancellation.

If The Licensee cancels the event within 28 days of the date of the function, the Licensor shall be entitled to make the following cancellation charges.

#### **Time Frame (relevant to date of reservation) Cancellation Charge**

Cancellation between 28 days and 21 days - 25% of anticipated charges

Cancellation between 20 days & 14 days 75% of anticipated charges

Cancellation thereafter 100% of anticipated charges

### **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 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 Licensor 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 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. A visitor signing in system may be sufficient but will be deemed so by the Licensor dependent on the event.

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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 weeks' 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.

**Signed by** [PRINT NAME]

.....

**for and on behalf of The Excel Academy Partnership**

**Signed by** [PRINT NAME]

.....

**for and on behalf of [NAME OF Licensee]**

**APPENDIX B EXAMPLE BOOKING FORM**

**Example Booking Form**

Sjovoll Centre, Front Street, Framwellgate Moor, Durham, DH1 5BL

<b>Contact Name:</b>		
<b>Contact Telephone:</b>		
<b>Contact Email:</b>		
<b>Company Name:</b>		
<b>Invoice sent to:</b>		
<b>Reason for Booking:</b>		
<b>Date of Booking/s:</b>		
<b>Time of Booking/s:</b> <i>Any bookings that run over the agreed timings will incur a charge of 50% of the hourly room rate</i>		
<b>Number of delegates:</b>		
<b>Staff Member:</b>		
<b>Laptop Hire:</b>		
<b>Requested Room/s:</b>	<b>Room 2</b>	
	<b>Room 3</b>	
	<b>Room 4</b>	
	<b>Room 5</b>	

**Set Up for Event**

<b>Layout:</b>	
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**Hospitality Requirements**

<b>Number of delegates requiring hospitality:</b>	
<b>Timings of arrival, breaks and lunches:</b>	
<b>Number of tea, coffee and biscuit servings:</b>	
<b>Any dietary requirements:</b>	

**\*\*Please note: If you do not send a purchase order number before the end of the month, invoices will be sent without them\*\***

Name: .....

Signature:.....

Date:.....

Please send all fully completed booking forms to: [enquiries@framdurham.com](mailto:enquiries@framdurham.com)

While SJC/FSD takes all reasonable measures and has numerous systems and procedures in place to ensure the safety of its visitors, SJC/FSD assumes no liability in respect of any loss, death, injury or illness which arises by reason of any activity or action by SJC or its staff, or for children visiting any part of the SJC and/or facilities. All children on the premises of the SJC must at all times be escorted by a supervising adult(s) who shall have sole responsibility and liability of the children. The supervising adult(s) shall be liable at all times for the behaviours of the children under their care and must ensure they have adequate supervisory support.