



***Tritlington Church of England First
School
Northumberland
County Council***



***Lettings Policy
2017***

Reviewed Spring 2017 Next review – Spring 2018

Tritlington C of E Aided First School

Ethos

Reflecting the Trust Deed, the school will preserve and develop its religious character in accordance with the principles of the Church of England and in partnership with the Church at parish and diocesan level.

The school will aim to serve its community by providing an education of the highest quality within the context of Christian belief and practice. It encourages an understanding of the meaning and significance of faith and promotes Christian values through the experience it offers all pupils.

These values include love, caring, sharing, forgiveness, tolerance, perseverance and goodwill to all people.

We aim to ensure everyone reaches their full potential by providing an education that stretches the mind, strengthens the body, enriches the imagination, nourishes the spirit, encourages the will to do good and opens the heart to others

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Introduction

The Governing Body of Tritlington Church of England First School is keen to see that the premises at our school are used for the benefit of the whole local community. The education of children is the prime purpose of our school, however we believe education is a lifelong process which should be open and accessible to all. This handbook outlines the policy of our school with regard to letting. It sets out the facilities available, the charges and the responsibilities of the Governors and the users when the school premises are hired.

The use of our school premises at all times other than during the school day is under the control of the Governing Body of our school. (Education Act 1986, sect.42 no.2)

Our lettings policy operates within the framework of the Northumberland County Council Equal Opportunities Policy.

The Sex Discrimination Act 1985 and the Race Relations Act 1976 apply throughout this policy and will be adhered to throughout all stages of our lettings procedures.

Having regard to our duty under the Race Relations Act 1976 (but without prejudice to our duties under the Representation of the People Act 1983) the Governing Body will not let the school premises to Organisations whose purpose is, amongst other things, to encourage racial discrimination and/or disharmony between persons of different racial groups, or are otherwise involved in activities prejudicial to good race relations.

In deciding whether or not to let our premises the Governing Body will also have regard to the likelihood of any damage being caused to the premises, or neighbouring premises, and any nuisance that may arise, as a result of accepting the booking.

In any event, the Governing Body reserves the right to require a reference from a Local Authority or other reputable Hirer, before any booking is accepted.

We will consider letting to any group able to comply with the terms and conditions outlined in this policy. These terms and conditions are clearly stated in our Conditions of Usage and Booking procedures documents, which will be sent out with all application forms.

The final decision on compliance lies with the Governing Body.

Local Authority Conditions of Booking

The use of our school premises is permitted by the Governing Body on the understanding that the following rules are adhered to at all times.

1. Where an Organisation is hiring the premises, the Organisation and its members shall be jointly and severally liable.
2. The Hirer shall strictly observe the conditions of any licence granted and it shall be the responsibility of the Hirer to ensure that the conditions of the licence are adhered to by all persons making use of the premises under the terms of Hire.
3. Any fee for hiring shall be in accordance with the scale of charges determined by the Governing Body, subject to revision from time to time, and further charges may be levied if additional personnel or other costs are incurred by the hiring of the premises.
4. The Hire Fee shall be paid in full upon signing the Booking Form or Letting Agreement.
5. Access is strictly restricted to those rooms forming the premises and any toilet facilities and areas required to enable access to the premises.
6. No copyright work shall be performed without the licence of the owner of the copyright and the payment of any appropriate fees. The Hirer shall indemnify the Governing Body and/or the local education authority against any penalty or sanction for any infringement of copyright which may have occurred during the hiring.
7. The Hirer shall not use the premises for any purpose or activity for which a licence is necessary unless such a licence is in force.
8. The hire premises shall not be used other than for the Purpose of Booking stated in the Letting Agreement.
9. There shall be no smoking on the premises.
10. The Hirer is responsible for the Health and Safety of all persons using the premises and must make themselves fully aware of the fire precautions and procedures in existence.
11. No electrical apparatus shall be brought on to the premises without the prior consent of the Governing Body.
12. No bolts, nails, tacks, pins or other similar objects shall be driven into any part of the premises.
13. The Hirer shall be liable for all damage caused and shall indemnify the Governing Body and the local education authority against all loss, damage and expense, whether direct or indirect, unless solely and directly due to the negligence

of the Governing Body or the local education authority. Any such damage shall be reported immediately to the school.

14. The Hirer shall be liable for and shall indemnify the Governing Body and the local education authority against all and any expenses, liability, loss, claim or proceedings whatsoever arising in respect to personal injury to or death of any person or damage to any property arising directly or indirectly from the hire unless due solely to the negligence of the Governing Body or the local education authority.

15. a) the School, its Governing Body and the local education authority accept no liability for any insurance obligations arising as a result of this agreement.

b) The Hirer shall obtain insurance against legal liability to third parties with a limit of indemnity of at least one million pounds for any one incident.

16. The Hirer shall take all reasonable steps to ensure no noise or other nuisance is created which would affect others using other parts of the school or the owners or occupiers of neighbouring or adjoining property.

17. The Governing Body may suspend or cancel any hiring of the premises without stating the reasons for so doing, subject to the repayment of the Hire Fee if cancelled before the commencement of the hire period.

18. There shall be no variation to the terms of hire without the approval of the Governing Body, and any authorised officer of the local education authority or the Governing Body in the discharge of his, her or their official duties, shall be allowed right of entry to the hired area of the premises at all times.

19. The Hirer shall leave the premises in a clean and orderly state.

20. The hire does not include the use of any equipment except where specifically agreed and subject to any fees deemed appropriate by the governing body.

21. Kitchen and catering equipment shall not be used unless approved by the Head Teacher and subject to any such conditions as he or she may give.

Additional School Conditions of Booking

1. The right of access to all parts of the school premises whether or not included in the permission for user is reserved to the Council, Education Committee, Governing Body or any officer authorised by them or any of the afore mentioned and the Hirer shall not obstruct or interfere with this right.
2. Furniture, including chairs, must not be removed from the school premises nor be used either on the playing field or playground or in any other building outside the School unless prior permission has been applied for and granted by the Governing Body.
3. No advertising may be placed in any area of the school premises without the direct permission of the Head Teacher of the school.
4. The use of any preparation or material for the purpose of preparing a floor for dancing is not allowed, as this may make the floors dangerous for normal use. The safe condition of the floors shall be deemed acceptable to the Hirer after inspection and will remain the Hirer's responsibility during the letting.
5. If the terms and conditions of hiring are contravened in any way, the Governing Body reserves the right to cancel any permission for further use and will inform the Hirer in writing. In such event, the Hirer will not be entitled to any compensation or refund of any payment made in respect of such use.
6. The Council or the Governing Body may cancel any permission granted to use the premises:-
 - (a) If it should appear that the same or any part thereof will be required for public or official purposes whether of the Council or Governing Body or otherwise or by anybody or person having a statutory right of user.
 - (b) If any damage has been caused to the premises or to any property of the Council thereon by reason of any previous use of the premises by the person or body now wishing to use the premises.
 - (c) If breaches of the requirements of the Council licensing conditions or of the Justices in connection with public dancing, music or other public entertainments occur.
 - (d) If, for any reason, the Council or the Governing Body deem it necessary or expedient to cancel the license or permit.
 - (e) If, for any reason, the school is closed, no compensation shall be payable by the Council or the Governing body, to the Hirer or any other person by reason of any such cancellation. Any fees paid to the Governing Body in respect of a permit which is subsequently cancelled by the Council or the Governing Body will be refunded unless the cancellation is by reason of damage having been caused.

7. Where car parking is required, the Hirer must undertake the proper stewarding and control of the parking area in collaboration with the police where necessary. The Hirer must maintain safe entry and exit from the premises and provide and maintain clear access for emergency vehicles and service vehicles.

8. Only adults preparing food are permitted access to the kitchen, where an agreement has been made. Kitchen regulations must be adhered to at all times. It is the responsibility of the Hirer to ensure that the kitchen certificate is signed at the beginning and the end of the let.

9. Where a returnable deposit is requested by the Governing Body, the Hirer must report to the caretaker (or representative) at the beginning of any let to sign the Caretaker's Certificate and Kitchen Certificate (where applicable), accepting the condition of the premises as acceptable at the beginning and the end of the hire period.

10. No stiletto heels or similar objects are allowed in the hall area.

11. Sports groups should note that no studs are allowed in the hall.

12. The Governing Body reserve the right to add additional conditions of usage to cover the specific circumstances of each particular Hire.

Table 1

Scale of Charges for Lettings

	DAYTIME -term time (9.00am - 6.00pm)		HOLIDAYS-daytime (8.00am - 6pm)		EVENINGS (6.00pm - 11.00pm)		WEEKENDS (8.00am - 11.00pm)	
AREA	PRIVATE	COMMERCIAL	PRIVATE	COMMERCIAL	PRIVATE	COMMERCIAL	PRIVATE	COMMERCIAL
MAIN HALL/DINING AREA	Hire must be acceptable to Head Teacher during this time. £12 per hour	Hire must be acceptable to Head Teacher during this time. £12 per hour unless involves extra duties for the caretaker. Locking up arrangements etc have to be negotiated to avoid additional charges.	£30 for the first and second hour and then £12 per hour thereafter.	£30 for the first and second hour and then £12 per hour thereafter.	£12 per hour unless involves extra duties for the caretaker. Locking up arrangements etc have to be negotiated to avoid additional charges.	£12 per hour unless involves extra duties for the caretaker. Locking up arrangements etc have to be negotiated to avoid additional charges.	£30 for the first and second hour and then £12 per hour thereafter.	£30 for the first and second hour and then £12 per hour thereafter.
STAFF ROOM								
CLASS ROOM 1								
CLASS ROOM 2								
EARLY YEARS CLASSROOM								
PLAYGROUND								
PLAYING FIELD								
KITCHEN/SERVERY								

PLEASE NOTE : This school does not have external floodlighting for outside play areas. This will therefore limit the times available for use of these facilities.

Regular hirers may negotiate a different rate at the discretion of the Governors.

Booking Procedures

1. Applicants should fill in an application/booking form and return to the main school office.
2. The person signing the application form (then known as “the Hirer”) is responsible for all aspects of the let.
3. By signing the application form, the person signing is acknowledging and agreeing to adhere to all aspects and conditions of our school’s lettings policy.
4. A signed application does not guarantee the booking will be granted.
5. Where the application for a let is accepted, the applicant will be sent a letter provisionally confirming the let and an invoice to cover the cost of the let and any additional returnable deposit required.
6. The Hirer should then pay the booking invoice, in full, 28 days prior to the date of the let, and ensure that they receive a receipt of payment. This will then confirm the booking agreement. Any returnable deposit required (i.e. for special functions) must be paid immediately within 7 days of the date the booking form was sent. Failure to pay the invoice and returnable deposit (where required) will result in the application for the let becoming void.
7. Where deposits are paid, the Hirer must ensure that he/she meets the representative of the Governing Body (usually the caretaker) and signs for the conditions of the building on arrival. At the end of the hire period, the Hirer is responsible for agreeing and collecting the Caretaker’s Certificate and Kitchen Certificate (where applicable).
8. Where applicable, the Caretaker’s Certificate and Kitchen Certificate should be presented to school at the main office, within 48 hours (72 hours if the let takes place at the weekend) after the let in order to claim back any refund. Failure to do so will mean that the deposit is not returnable.
10. Any requests for amendments to the booking must take place at least 7 days prior to the date of the let. The Hirer must not presume that any amendment will automatically be agreed. Confirmation of any amendments will be sent to the Hirer in writing.

Booking Times

1. 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 the time of the let.
2. Hirers must have left the premises by the end of the booked period. Sufficient time must be included to allow for clearing away and for all participants to leave the premise by the end of the booked period.
3. Availability of premises is negotiable. Please contact the school to find out the current hours of access.

Cancellations

1. The Governing Body must be notified of any cancellation at least 4 weeks prior to the date of let. However, notification at the earliest possible time is appreciated.
2. Where notification is given to the Governing Body at least 4 weeks prior to the date of the let, the booking charge will be refunded in full. Your custom will be welcomed again at any time in the future.
3. Where notification is given to the school between 2-4 weeks prior to the arranged date of the let, the Hirer will be entitled to a 50% refund only.
4. Where notification of cancellation is given less than 2 weeks prior to the arranged date of the let, the Hirer will not be entitled to any refund.
5. Where a cancellation is made by the Governing Body of the school, the Hirer will be entitled to a full refund. The Governing Body will endeavour to notify the Hirer at the earliest possible moment, however, no guaranteed period of notice can be offered. Regardless of when notification is given to the Hirer, the Hirer will not be entitled to any compensation.

Please note:

- a) The above conditions apply for cancellation of total or part of a booking.
- b) Where the Hirer makes a permanent cancellation during the course of a letting agreement, the Hirer will receive a refund for any outstanding sessions but no compensation will be available.

Complaints Procedure

1. What if the school has a complaint about our Group/Organisation?

If the school has concerns about a let the following procedures will be followed:

1. A representative of the Governing Body will verbally raise the concern with the named Hirer.
2. The situation will be monitored for two sessions to allow the issues to be addressed.
3. If the situation remains unresolved, the Hirer will receive written notification of the concern and a further two sessions will be given to allow the Hirer to address the situation.
4. If the matter remains unresolved, the Hirer will receive formal written notice of termination of the booking agreement. This will be implemented 72 hours from the date of the letter of notification.

Please Note: If the Hirer blatantly breaks the conditions of usage, the let can still be terminated immediately.

2. What if I, as the Hirer, have a complaint about my let or booking agreement?

If you as the Hirer, have a complaint or concern regarding your let, the following procedures should be followed:

1. Talk to the named representative of the Governing Body and discuss the problem. Allow 5 working days for the situation to be resolved.
2. If still unresolved, the Hirer should notify the Governing Body through the Head Teacher in writing and allow 5 working days for the situation to be resolved.
3. If still unresolved, the matter will be placed on the agenda of the next appropriate committee of the Governing Body. (If the concern needs urgent attention, a special meeting of this group will be convened).
4. If still unresolved, the matter will be taken to the next full Governing Body meeting and the Hirer will receive a written response from the Chair of Governors detailing the outcome.

3. What if a third party complains?

1. If the school receive a complaint from a third party the Governing Body will be notified of the complaint.
2. The matter will be investigated by a representative of the Governing Body and a written response will be sent to the complainant within 10 working days.
3. If any further correspondence is received, the matter will be placed on the

agenda of the next appropriate Governing Body committee. A final response will then be sent by the Chair of the Governing Body explaining the final outcome.

Appeals Procedure

1. If a Hirer has a letting 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 or a designated committee.
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.

Bookings Procedure Checklist

1. Issue application + Conditions of Usage and Booking Procedures to the potential Hirer (as attached).
2. Receive completed application form (mark date of receipt).
3. Assess suitability of applicant.
4. Check availability of premises.
5. Check availability of caretaker.
6. Check availability of /notify kitchen staff, where appropriate.
7. Book let into diary with Hirer's contact number.
8. Send out Northumberland County Council Letting Agreement and invoice for booking.
9. Receipt of returnable deposit if required and payment in full.
10. Confirm booking in diary, with caretaker and other staff (where appropriate).
11. Send receipt of payment and Letting Agreement to the Hirer to confirm booking.

N.B. If payments are not made into the school account via the local authority, please remember that all payments must be declared for V.A.T. purposes.

Application Form for the Use of School Premises

This form is to be completed by the person responsible, on behalf of the Hirers. It is understood that this person will be responsible for the payment of all charges relating to this booking and will ensure that all aspects of our lettings policy are adhered to at all times.

ACCOMMODATION REQUIRED	TIME FROM TO	DATES	TOTAL HOURS	COST PER HOUR	TOTAL COST
DISCOUNT (WHERE APPLICABLE)					
RETURNABLE DEPOSIT					
TOTAL COST					
Name of Organisation					
Nature and object of meeting					
Estimated number of people to be present					
Estimated number of children under 8 years to be present					
Will all persons be members of the Organisation?					
How many chairs will be required?					
How many tables will be required? Adult : Childrens':					
Any other equipment required (e.g.O.H.P.)?					
Do you wish to bring any electrical equipment on to the premises? YES/NO If yes, outline the nature and quantity of the equipment.					
Has any of the equipment been PAT tested? YES/NO If yes, please state which items.					

FOR OFFICE USE ONLY :	£
Cancellation costs	
PERMIT NO.	INVOICE SENT PAYMENT

		RECEIVED
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To the Governing Body of Tritlington C of E Aided First School

I _____ (please print)

of _____ Organisation

Being over the age of 18 years, hereby apply for permission for the above stated Organisation to use the school premises as stated overleaf. I understand that if permission is granted, it will be subject to all conditions of usage within the school's letting policy. I have read this lettings policy and understand that the permission to use the school premises will only be effective provided the conditions and regulations stated in the school's letting policy are adhered to.

I, on behalf of my Organisation, hereby agree to follow all conditions of the school's letting policy should permission be granted to use the school premises.

Signature of Applicant

(Mr, Ms, Mrs) _____

Occupation: _____

I understand it is my responsibility, on behalf of my Organisation, to ensure that any area of accommodation used in the course of the letting is left in the condition in which it is found. I must also ensure that my organisation leave the premises at the time stated on the Permit.

Address: _____

Telephone Number. (if any)

Home: _____

Work: _____

Date: _____

Lettings Invoice

Date: _____

Dear

With reference to your application to let school premises dated _____ we are pleased to inform you that permission has been given to use the accommodation/facilities at our school, details as stated below. This permission is dependent on;

1. All regulations and conditions stated in our School Letting Policy being met
2. The receipt of payment of any deposit required within _____ days of the date of this invoice, and;
3. The cost of your let (as stated below), being paid within _____ days of the date of this invoice.

ACCOMMODATION REQUIRED	TIME FROM TO		DATES	TOTAL HOURS	COST PER HOUR	TOTAL COST
DISCOUNT WHERE APPLICABLE						
RETURNABLE DEPOSIT						
TOTAL COST						

Yours sincerely

All cheques should be made payable to the "Northumberland County Council" and returned to the school at the address shown above.

Confirmation of Booking to Let School Premises

Dear

This is to certify confirmation of your booking to let the school premises as detailed in the Letting Invoice dated _____ which was previously sent to you.

Please find enclosed a receipt for payment covering the cost of this let.

We hope you will find our premises a satisfactory venue for your let and will consider using us again in the future.

Yours sincerely,

On behalf of: Tritlington C of E Aided First School.

Hirer's Agreement with Caretaker (Caretaker's Certificate)

This agreement must be signed by both the Hirer (and Agent) and the Caretaker (or representative).

This agreement calls for the Hirer (or Agent) and Caretaker (or representative) to check the condition of the area and facilities covered by the Hirer's booking at the beginning and end of the letting.

This agreement also covers any time which is spent by the Caretaker on duty beyond that of the Hirer's booking.

We have agreed that the condition of the area is acceptable on taking charge of the hired area.

Hirer Signature:

Caretaker Signature:

Date:

Time:

We have agreed that the condition *is/is not acceptable compared to that on taking charge of the hired area.

We are agreed that the Caretaker *was/was not/will be required to spend extra time on duty.

(* Please delete as necessary)

Estimated time required:

but should the time exceed this, the Hirer will be advised at the earliest possible opportunity.

Hirer Signature:

Caretaker Signature:

Date:

Time:

Conditions of Letting School Kitchen

The kitchen must be left clean and tidy after letting

1. Ovens and cooker tops must be cleaned.
2. Sinks must be cleaned out and wiped dry.
3. All worktops must be wiped down.
4. Floor must be swept clean and mopped if necessary.
5. All utensils used must be cleaned, dried and returned to their original place.
6. Only adults preparing food are permitted access to the kitchen area.
7. NO SMOKING in the kitchen at any time.
8. NO CHILDREN in the kitchen at any time.

You are advised that you must adhere to the times agreed as stated in your letting agreement.

Please make sure adequate time is left before the end of your let to ensure the kitchen is left clean and tidy.

Please ensure the Kitchen Supervisor's Certificate has been signed by both yourself (the Hirer) and the Caretaker (or representative) at the beginning and end of the letting.

Hirer's Agreement with Duty Kitchen Supervisor (Kitchen Supervisor's Certificate)

This agreement must be signed by both the Hirer (and Agent) and the Caretaker (or representative). This agreement calls for the Hirer (or Agent) and Caretaker (or representative) to check the condition of the area and facilities covered by the Hirer's booking at the beginning and end of the letting.

This agreement also covers any time which is spent by the Caretaker and other staff beyond that of the Hirer is booking.

We have agreed that the condition of the area is acceptable on taking charge of the hired area.

HIRER Signature:

Caretaker (or representative) Signature:

Date:

Time:

We have agreed that the condition *is/is not acceptable compared to that on taking charge of the hired area.

We are agreed that the Caretaker/*and ___ no. of staff *was/was not/ will be required to spend extra time on duty.

(Please delete as necessary)

Estimated Time:

but should the time exceed this, the Hirer will be advised at the earliest possible opportunity.

HIRER Signature:

DUTY KITCHEN SUPERVISOR Signature:

Date: