


Foreland Fields School

Lettings Policy – Including Conditions of Use



Governing Body Approval and Categories

Date of Last Review / Scrutiny	31 st January 2022
Date (Month / Year) of Next Review /Scrutiny	31 st January 2025
Date Policy was Ratified	15 th March 2022
Category of the Policy	Finance
Named Lead for Writing the Policy	School Business Manager
Named Governor for Scrutiny	Chair of Resources
Approval Body	FGB
Display on Main Web Site	Yes
NOTE: IF THIS POLICY HAS BEEN SCRUTINISED BY A DIFFERENT LEAD GOVERNOR OR BEEN RATIFIED BY A DIFFERENT GOVERNING TEAM PLEASE STATE WHICH TEAM	-
Signed – Chair of Governors 	18/3/22

United Nations Convention on the Rights of the Child

Foreland Fields School is a Rights Respecting School thereby this policy ensures that the following rights are acknowledged:



Article 15 (freedom of association)

Every child has the right to meet with other children and to join groups and organisations, as long as this does not stop other people from enjoying their rights.

Article 19 (protection from violence, abuse and neglect)


Governments must do all they can to ensure that children are protected from all forms of violence, abuse, neglect and bad treatment by their parents or anyone else who looks after them.

Article 31 (leisure, play and culture)

Every child has the right to relax, play and take part in wide range of cultural and artistic activities.

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Introduction

The Governing Body regards the school buildings and grounds as a community asset and will make every reasonable effort to enable them to be used as much as possible. The Governing Body will endeavour to maximize the use of the premises to support the local families, services and community, with first priorities for providing the best possible education for its pupils. Any lettings of the premises to outside organisations will be considered with this in mind. It is important however that requests for lettings are fully considered and that the lettings are properly documented to ensure all parties are aware of their mutual responsibilities.

Lettings to outside bodies after the end of the school day, at weekends and during the holidays, are done in order to:

- Raise income for the school.
- Better integrate the school into the local community.
- Familiarise individuals with the school, who may become pupils or their parents.
- Satisfy some of the needs of local individuals, groups and organisations.
- Increase the use of facilities that are under used by the school.

This policy is therefore expected to assist this and provide advice on:

1. Definition of a school letting.
2. Type of Agreement
3. Governance
4. Administrative process
5. Role and Responsibility
6. Matters for Consideration, including Finance issues, public liability, health and safety and other matters
7. Charges for Lettings
8. The Prevent Duty
9. Safeguarding

Appendix 1 – Conditions of Use

1. Definition of a School Letting

A letting may be defined as “any use of the school premises (buildings and grounds) by either individuals or community group (such as a local music group or football team), or a commercial organisation (such as the local branch of ‘Weight Watchers’)”. A letting must not interfere with the primary activity of the school, 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 Body meetings and extra-curricular activities of pupils supervised by school staff, fall within the corporate life of the

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school. Costs arising from these uses are therefore a legitimate charge against the school's delegated budget.

This use of the school premises by way of a letting is a temporary arrangement for the use of the accommodation. It is expected that the letting will usually be by completion of a school letting form.

Where partnership activities are planned (e.g. between two or more schools, other local authority services and other 3rd parties), a responsible identified lead (if not the school) is to be established who takes full responsibility for leadership, finance, lettings application, safeguarding and all aspects of risk management between all parties.

2. Type of Agreement

School Letting Agreement

This is expected to cover the hire of room(s) or Outdoor Space or Sports facilities for the use of space that may or may not be also shared with other users, e.g. Sports Facilities. It can also be used when a third party is using space more intensively, e.g. they have full use of some rooms but the School retains control of access to the buildings, i.e. the third party is dependent on the School as key holder to the school site.

Generally, the school should;

- ensure that the lettings terms and conditions are attached to the hire agreement and the hire agreement is completed and it is signed prior to occupation
- The letting terms & conditions include timescale of lettings, cancellation process, appropriate insurance & damage to property.
- the hire agreement should have an identity number so its issue can be traced and reduce the risk of standard forms being copied and used without proper authority.
- The Agreements should only cover one year / term or holiday period at a time.
- The school will manage this process.

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 school to it or of creating any tenancy between the school and the Hirer.

3. Governance

Management and Administration of Lettings/ Governance

The Headteacher is responsible for the management of lettings, in accordance with the Governing Body's policy. Where appropriate, the Headteacher may delegate all or part of this responsibility to the School Business Manager or other members of staff, whilst still retaining overall responsibility for the lettings process.



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If the Headteacher has any concern about whether a particular request for a letting is appropriate or not, they will consult with the Chair of Resources, who is empowered to determine the issue on behalf of the Governing Body. A risk assessment must be conducted for each proposed letting. The Governing Body must consider the need for business & financial planning, procurement and legal advice in relation to Extended Services, and any necessary changes in Governance.

4. The Administrative Process

Those seeking to hire part of the school premises should approach the School Business Manager who will identify their requirements and clarify the facilities available.

An **Application Form** should be completed at this stage to provide basic details of the applicant.

The School Business Manager will consider this with regard to the matters contained in this policy and shall advise the applicant of its decision.

Once it has been decided to proceed with a letting a letter of confirmation will be sent to the successful applicant, 'the Hirer', setting out full details of the letting and enclosing a copy of the terms and conditions and the relevant agreement.

The letting should not take place until the signed agreement has been returned to the school. The person applying to hire the premises on behalf of the Hirer will be invoiced for the cost of the letting.

The Hirer must give their full details with the agreement in their name, including their permanent private address (for individual lettings) or named senior personnel, contact details, full business address and any registered Charity/ Company registration numbers.

The School Business Manager will confirm that the letting has been confirmed once he or she is satisfied that the hirer either has or will abide by the terms and conditions of the letting. No bookings are confirmed more than 4 months in advance, although provisional bookings may be made at any time.

No public announcement of any activity or function taking place should be made by the Hirer until the booking has been formally approved as per paragraph above.

5. Roles and Responsibilities

The School Business Manager is responsible for the construction and regular update of the lettings diary.

- The FoFS secretary and individual teachers are responsible for informing the School Business Manager a term in advance, of events outside teaching hours, which will use the school premises.

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- The Opening and closing of the school can be under taken a member of staff authorised by the Headteacher.
- Supervision during the letting is the responsibility of the user. The user is also responsible for the security of the area of the school being used.
- When a risk assessment is completed by the user or the school, in relation to the premises or activity or equipment involved, the user must ensure any controls are complied with.
- Post-letting checks will be made by the Site Manager, Senior Caretaker, or School Business Manager and reported to the Headteacher as necessary.
- The School Business Manager will ensure that excess wear and tear on the buildings and equipment is avoided and will follow up unsatisfactory lettings to resolve issues.
- A diary is kept covering all school, lettings outside use of the premises and grounds after school, in evenings, at weekends and in holidays.
- Sports/ other vatable lettings comply with VAT rules & regulations, and the vat liability is established at the time of the agreement.
- Letting payments are made in advance for single/one off lettings and a series of instalments apply to sports / facilities lettings.

6. Matters for Consideration

The School will need to consider a number of issues prior to agreeing to a letting. This may raise concerns that may be addressed in the agreement.

Finance

The school's delegated budget should not be used to subsidise any lettings unless it is of direct benefit for pupils.

A charge will be made to meet the costs incurred by the school for any lettings of the premises. The School Business Manager will ascertain where possible the market price for the letting. If the market price is less than the actual cost to the school of any use of the premises, then the School Business Manager has discretion to proceed so long as this is a short term "loss leader" hire and there is a plan to turn the letting(s) into a profitable letting.

Lettings will be evaluated to assess the additional income raised for the school, less the cost of any reasonable wear and tear to the furniture and fabric of the school, made during lets and costs of additional heating and caretaker's payments

Conditions of Use for a Letting to include, but not necessarily limited to, the following points:

- The fee, appropriate VAT and any other charges payable to be agreed in advance.
- The hirer recognises that the business of the school, the education of its pupils and school use of the premises takes priority at all times.
- Cancellation Terms.
- VAT

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- Liability for damage or loss of any kind.
- Insurance Cover.
- Letting charges to include cover for certain caretaker duties.
- Access Control to premises.
- Entry Control
- Copyright or Performing Rights
- Nuisance and disturbance.
- Emergency Procedure.
- No Smoking.
- The Health and Safety at Work Act, 1974
- The hirer complies with covid government regulations: safe distancing, wearing of masks & handwashing when necessary.
- KCC regulations for use of canteen facility.
- Rubbish Disposal
- The use of school materials.
- Permitted Use of the premises.
- Electrical equipment.
- Use of School equipment.
- Risk Assessments.
- Consumption of alcohol.
- Licences for public performances.
- Vehicles on playing fields.
- No landlord and tenant relationship shall be created.
- Supervise of children.
- First Aid Provision.

7. Charges for Lettings

The Full Governing Body has delegated to The Resources Team responsible for monitoring the charges for the letting of the school premises. When the School sets a rate for a letting, the following points need to be taken account of:

- Cost of services (heating, lighting & catering);
- Cost of staffing (additional security, caretaking and cleaning) - including "on-costs";
- Cost of administration;
- Cost of "wear and tear";
- Cost of use of school equipment (if applicable);
- Fee in lieu of use of premises, i.e. a rental value.
- The Market Rate

Where there are multiple lettings taking place at the same time, the costs for services and staffing will normally be shared between the various Hirers.

The Governing Body has adopted a letting charge range with the minimum charge for any letting of the school;

Premises minimum charge of £10.00 per hour with a maximum charge set at £30 per hour.

(Excluding caretaking).

Caretaking based on individuals salaried hourly rate x number of hours required.

VAT is charged and a percentage of the hire charge.

The levied for insurance (currently 3.15%) when applicable.

This will be reviewed annually by the Resources Team of the Full Governing Body. Foreland Fields School also recognises that letting can better integrate our school with, and benefit, our local community. Each letting case will therefore be decided on its own merits by the School within the minimum and maximum letting range, but mindful of the philosophy that no letting should incur a loss. Should a case be compelling but likely to be loss making in both the short and long term, the school undertakes to seek Governor approval via the Chair of the Resources Team or the Governor with delegated responsibility for Finance within the Governing Body, prior to agreeing any letting arrangement.

The terms of payment for the lettings will be shown on the sales invoice for the letting. Failure to honour the payment terms may mean that no further use of the premises can be made until such costs are paid in full. The School reserves the right to recoup any monies owing to the School using whatever Legal proceedings it deems necessary.

The school must ensure that the Hirer has ensured that the number of persons using the premises does not exceed that for which the application was made and approval given, and that all terms and conditions are being adhered to, including responsibility for payment of all fees or other sums due in respect of the letting.

Terms and Conditions of Letting: These should be included but not necessarily be limited to the following headings. Full details are found in the Terms & Conditions.

8. The Prevent Duty

- The Counter-Terrorism and Security Act (July 2015) requires the proprietors of schools to "have due regard, in the exercise of their functions, to prevent people from being drawn into terrorism". This is known as the 'Prevent Duty'. The school will check any organisations, particularly those in the voluntary sector, who wish to enter into a lettings agreement with the school in order to confirm that they do not have any extreme or radical views, nor that the hire is for purposes of preaching extremist views or radicalisation

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- Lettings will not be made to persons under the age of 18, or to any organisation or group or individual with an unlawful or extremist background or to anybody to whom the school does not wish to hire the premises.

9. Safeguarding

- The school will seek assurances that the hirer has appropriate safeguarding and child protection policies and procedures in place in order to ensure that children and vulnerable adults are protected.
- Any organisation entering into a lettings agreement with the school has a responsibility to ensure that anyone working with children or vulnerable adults are permitted to do so by undertaking appropriate DBS checks.

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Appendix 1

Lettings - Conditions of Use

1. Use of School premises for a letting must be agreed **in advance** and **confirmed in writing** by both the **hirer** and the **Headteacher** of the school. The agreement will include the fee, appropriate VAT and any other charges payable. These are reviewed in advance of the second and succeeding years.
2. The **hirer** recognises that the business of the school, the education of its pupils and school use of the premises takes priority **at all times** therefore there may be occasions when hire arrangements have to be changed or cancelled (where possible these will be advised at the time of the agreement or with as much notice as possible of the change or cancellation). Formal confirmation of bookings will be made termly when school requirements have been finalised.
3. If the **hirer** wishes to cancel a specific booking or set of bookings, five clear working days' notice must be given of the cancellation, in which case the school will charge a cancellation fee of a quarter the total fees due. If less than five days' notice is given, the whole of the fees will be charged by the school. When regular weekly/monthly bookings have been made, cancellation will result in a negotiated fee according to the opportunities available for re-letting the facility.
4. Standard rated VAT is payable on lettings of sports facilities unless the letting is to a school or club that meets with the ten sessions rule and more generally the VAT regulations in full, in which case the lettings will be exempt from VAT. Therefore, a refund for a cancellation may break the series and result in VAT being chargeable on all the lettings. Full details of the VAT regulations are available from the HMRC website in the Internal Guidance Manual for Land and Property section 18.
5. The hirer shall not sub-let the premises, underlet or share possession with any other parties.
6. Damage or loss of any kind sustained to the premises, fixtures and/or fittings, furniture and/or other chattels therein arising out of or in connection with use of the school shall be made good at the expense of the **hirer** within one month by the school or, by agreement, by the user and to the satisfaction of the school, this includes any additional cleaning requirements.
7. The **hirer** is required to make arrangements for suitable insurance cover (currently a minimum of £5 million for each and every claim for public liability) with a reputable company in respect of claims which might be made against them by a third party for accidental injury including death or accidental loss, or damage to property arising out of, or in consequence of, the letting and to cover the school, and must produce proof of the policy before the letting is contracted.
8. However, if non-commercial **hirers** are unable to provide insurance cover which meets the council's requirements, cover must be arranged through the KCC Hirers Liability Policy, for which a

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contribution towards the cost of the KCC Hirers' Liability Policy equal to 3.15% of the total hire charge will be levied in addition to the hire charge itself. The user will be responsible for the first £350 of each and every property damage claim. Commercial hirers and political organisations cannot take advantage of the KCC Hirers' Liability Policy and must arrange their own insurance. A commercial hirer would be regarded as an individual or organisation which may make a personal financial gain or business profit out of the hiring.

9. The hirer must not do or permit any act, matter or thing which would, or might, constitute an illegal or immoral activity affecting the school premises or which would, or might, vitiate in whole or in part any insurance effected in respect of the premises from time to time.
10. The charge for a letting payable by the **hirer** includes an amount to cover payment for standard opening and closing of premises, caretaking duties and may include additional duties if agreed prior to the letting. The **hirer** is expected to adhere strictly to the agreed times or, subject to a caretaker being available, be prepared to pay additional overtime.
11. The school has an 'access control' in operation which allows access to the school. A deposit of £10 per card is charged prior to the letting commencing. At the end of the letting agreement this will be refunded once all cards have been returned.

The school reserves the right of access to the premises during any letting.

Lettings will provide access to specific areas of the school, as agreed in the Lettings Agreement Form, not the school in its entirety.

12. It is the **hirer's** sole responsibility to control entry of all visitors at the external entrance allocated and to ensure that only those people known to them are allowed access to school premises. The entrance and any other external doors that are unlocked must be controlled by responsible adults at all time during the period of the letting. On completion of the letting a check must be carried out to ensure that all windows have been shut and secured, and all visitors have left the premises.

13. Copyright or Performing Rights

The school is not responsible for infringements of any subsisting copyright or performing right, and the Hirer must indemnify the School against all sums of money which the School may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire.

14. The **hirer** shall not cause or permit any nuisance or disturbance to other occupiers or users at the school or to occupiers of neighbouring properties.
15. The **hirer** should be aware of the appropriate action to be taken in the event of fire or other emergency. They should know where extinguishers are located and how to use them, how to obtain assistance from the emergency services and the location of fire exits.

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16. **Smoking** is not permitted in the school building or on the school grounds.
17. **The Health and Safety at Work, etc Act, 1974** (as amended) imposes duties not only on employers in respect of their employees but also on persons having control over places of work or places where plant or substances are used and on anyone who by virtue of a contract has an obligation in relation to such a place. The duties are to ensure as far is reasonably practicable, that the facilities and means of access are safe and without risk to health. **Hirers** must comply with the school health and safety policy, a copy of which is available on request.
18. If agreement is given for the use of the school meals facilities/servery/canteen, KCC regulations must be observed.
19. All rubbish, empty containers, crates, etc must be removed from the premises by the **hirer** immediately after the letting has taken place and before the caretaker locks up. Furniture and equipment is to be left as found unless other arrangements have been agreed with the school's authorised representative or caretaker.
20. The use of materials for preparing floors for dances and the wearing of shoes likely to damage floors, especially in the hall is prohibited.
21. The premises shall not be used for any purpose other than that for which agreement has been granted nor shall any areas of, or furniture/equipment in, the school but not included in the letting agreement be used without express permission; in such cases an extra fee may be payable.
22. Any electrical equipment brought by the Hirer onto the school site **MUST** comply with current health and safety regulations and associated code of practices for portable electrical appliance equipment.
23. School equipment can only be used if requested on the application form, and if its use is approved by the Headteacher. 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 school equipment it is using, and for the equipment's safe and appropriate use. Use of light or fixed catering / cleaning equipment is limited, and the Hirer will need to demonstrate a competence level for use of equipment, plant or other issues on food hygiene standards. Untrained or inappropriate use of equipment may lead to damage to floors etc. or render the equipment inoperable causing service delivery disruption the following day.
24. The school reserves the right to charge a returnable deposit from a letting when the kitchen/Food Technology rooms are being use. This will cover any additional costs such as cleaning of the kitchen/equipment or the cost of any damage.

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25. The hirer is responsible for providing the school with a written & signed Risk Assessment prior to the commencement of the hire.
26. The **hirer** must have written permission from the school before arranging for alcoholic drinks to be consumed on the premises. Under The Licensing Act 2003 the users are responsible for Temporary Event Notices (TENs) <https://www.gov.uk/apply-for-a-licence/temporary-event-notice/thanet/apply-1> to the district/borough council and local police. Alcoholic drink may not be brought onto the premises while students are present and are to be cleared from the premises when the event ends.
27. No public performance of a play, cinematography exhibition, public dancing, singing, music or other public entertainment of the like shall be performed in or close to the premises unless any necessary licence for the same shall first have been obtained from the appropriate authority and all necessary measures taken to fulfil the conditions of the licence. It may be that KCC blanket PRS (Performing rights Society) or PPL (Phonographic Performance Ltd) Licences will cover some situations but this aspect must be cleared in advance with the school. Temporary Event Notices (TENs) are required not only for any sale/supply of alcohol, but also for regulated entertainment (eg. live and recorded music and performance of dance) and late night refreshments.
28. Vehicles should not be allowed on the playing fields and no parking which restricts the caretakers' or emergency services access will be permitted. Consideration of separating vehicles and pedestrians on site should be considered where the activity poses additional risk. Parking on the roadway where double yellow lines are displayed is not permitted. Control of parking is the responsibility of the user. No responsibility can be taken by the school for any damage to vehicles sustained whilst in the school grounds.
29. No landlord and tenant relationship shall be created.
30. It is the user's sole responsibility to supervise children that are attending the hirer's activity and to ensure that the activity is run properly and in a manner which does not bring the school into disrepute. The school reserves the right to cancel or suspend a letting for any reason with no notice.
31. The user is responsible for providing First Aid provision for children and adults under their supervision. First Aid supplies must be provided by the user and made available by the user during the letting. All accidents or injuries must be reported to the school office as a courtesy.
32. Please note, Foreland Fields School is a NUT-FREE zone and therefore nut products, including coconuts, cannot be brought onto the premises.
33. The following statement must be included on all advertisements, flyers and information given to club users:

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"The school takes no responsibility for the internal operation of the club, its charges or its cancellations"

34. **Prevent Duty:** The Counter-Terrorism and Security Act (July 2015) requires the proprietors of schools to "have due regard, in the exercise of their functions, to prevent people from being drawn into terrorism". This is known as the 'Prevent Duty'. The school will check any organisations, particularly those in the voluntary sector, who wish to enter into a lettings agreement with the school in order to confirm that they do not have any extreme or radical views, nor that the hire is for purposes of preaching extremist views or radicalisation
35. **Lettings will not be made to persons under the age of 18,** or to any organisation or group or individual with an unlawful or extremist background or to anybody to whom the school does not wish to hire the premises.
36. **Safeguarding:** The hirer must have in place the appropriate safeguarding and child protection policies and procedures in place in order to ensure that children and vulnerable adults are protected.

Any organisation entering into a lettings agreement with the school has a responsibility to ensure that anyone working with children or vulnerable adults are permitted to do so by undertaking appropriate DBS checks.

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