




## FORELAND FIELDS SCHOOL LETTINGS POLICY

### Governing Body Approval and Categories

Date of Last Review / Scrutiny	27 <sup>th</sup> April 2019
Date (Month / Year) of Next Review /Scrutiny	27 <sup>th</sup> April 2022
Date Policy was Ratified	15 <sup>th</sup> May 2019
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 	22-5-19



### 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. Prevent Duty
8. Safeguarding

## **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 3<sup>rd</sup> 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 terms and conditions are attached to the hire agreement and the hire agreement is completed and it is signed prior to occupation
- 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.

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### **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.

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.

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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.
- 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.

### **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.

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

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- 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
- 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
- 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;

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- 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 set at £10.00 per hour with a maximum charge set at £30 per hour. (Excluding caretaking). VAT is charged and a percentage of the hire charge is 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. 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

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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

- 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.