Executive Headteacher: Mrs Maria-Anne Higgins
Executive Assistant Headteacher: Mrs Shelley Steer

POLICY DOCUMENT	Lettings Policy
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FENLAND
SCHOOLS FEDERATION

Lettings Policy

Introduction
The Governing Body of the Fenland Schools Federation 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. Within the context of Every Child Matters, 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.

This policy is therefore expected to assist this and provide advice on;-
1. Definition of a school letting.
2. Types of Agreement
3. Governance
4. Administrative process
5. Matters for Consideration, including Finance issues, public liability, health and safety and other matters

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 organization (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 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, or occasionally a more formal licence or lease. Advice on what is the most appropriate form of agreement can be found below.

Where partnership activities are planned (e.g. between school, 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. TYPES OF AGREEMENT
There are two basic types of Agreement that are envisaged for typical school lettings. It is suggested that these standard types of agreement will cover the types of issues outlined above and cover the majority of scenarios.

1. School Letting Agreement
This is expected to cover the hire of rooms for occasional use of space that is also shared with other users, i.e. use of school halls etc. It can also be used when a third party is using space more intensively, i.e. they have full use of some rooms but the Council retains control of access to the buildings, i.e. the third party is dependent on the Council as key holder to the school site. A draft version is attached in Appendix 2 and the school will be able to arrange this themselves. Generally the school should ensure that the terms and conditions are attached to the Agreement,

all the blanks are filled in and it is signed prior to occupation the 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 term/holiday period at a time. The school would manage this process themselves

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.

2. Formal 'Property' Agreement

This may be a lease or licence and would be required in a number of scenarios;-

- The Hirer is to have independent access to the rooms/building it wishes to use.
- The occupation is expected to be of a long term nature. The school could grant successive School Letting Agreements but if they are expected to last for a year or more it would be recommended that a Property Agreement is completed. There may be benefits to the Hirer or the school to have a longer term agreement to provide security and perhaps help gain external funding.
- The Hirer is to occupy a stand-alone building.
- The Hirer is providing a business use not linked to the school's educational role.
- The Hirer is expected to take on more responsibilities for its use, e.g perhaps the level of repair, health and safety issues etc.

A Property Agreement would cover similar issues to that detailed in the School Letting Agreement but may raise different issues relating to the use, length of term and any special conditions that should be included. There would need to be liaison with Children and Adult Services and the school. Once terms were provisionally agreed, Property Services would need to consult with the relevant Councillors prior to seeking delegated approval. A Property Agreement may require Legal Services to be instructed to prepare the documentation.

There may be legal and surveyor costs associated with this and the entire process is more involved and takes longer than a School Letting Agreement.

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 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 Governors, who is empowered to determine the issue on behalf of the Governing Body. A risk assessment must be conducted for each proposed letting. Governing Bodies 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 Headteacher who will identify their requirements and clarify the facilities available.

An Application Form (a copy of which is attached to this model policy in Appendix 1) should be completed at this stage to provide basic details of the applicant.

The Governing Body 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.

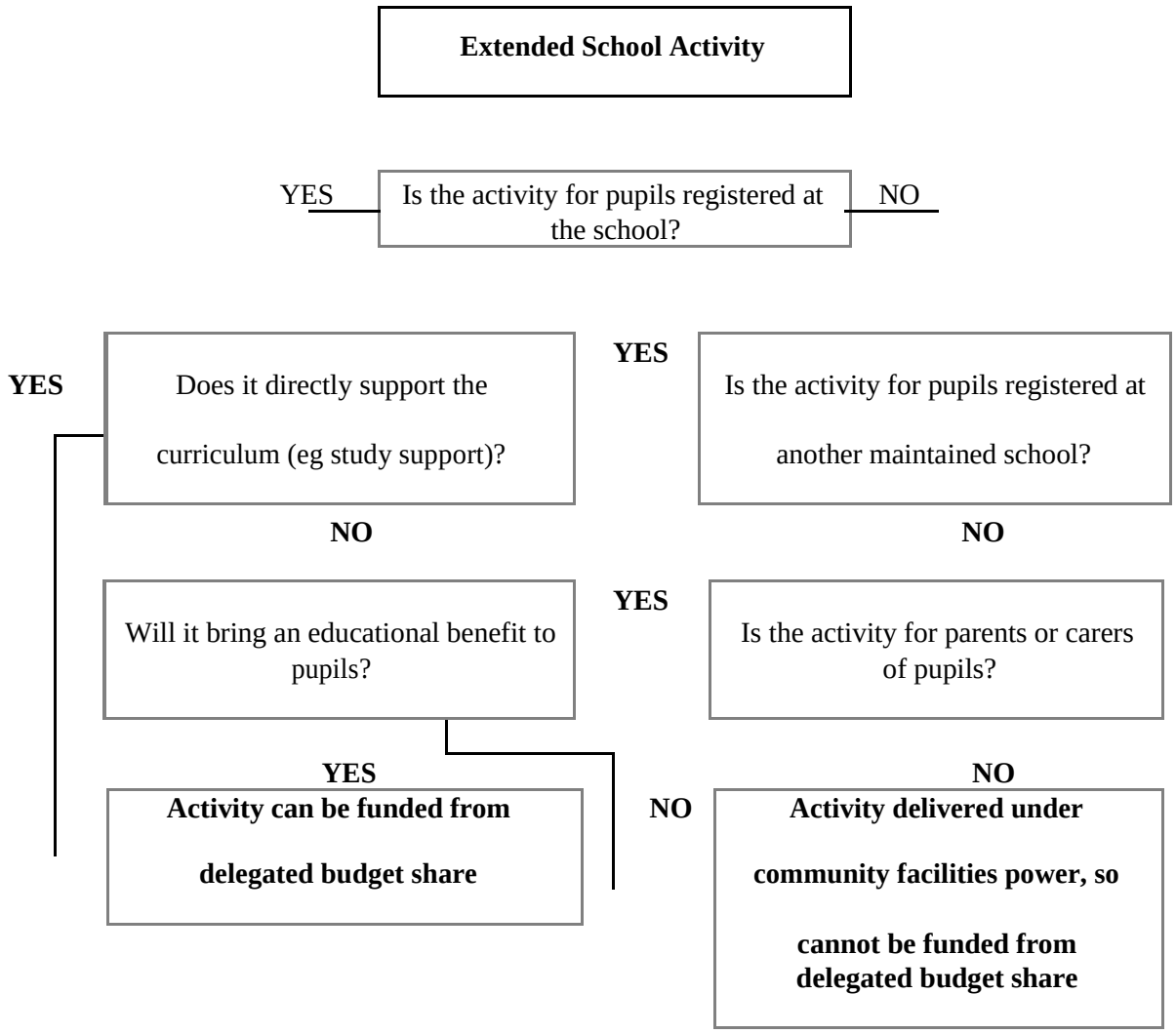
The letting should not take place until the signed agreement has been returned to the school. The person applying to hire the premises on behalf of the Hirer will be invoiced for the cost of the letting, in accordance with the Governing Body's current scale of charges.

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.
No letting should be regarded as "booked" until the written agreement has been signed by both parties, any deposit/ pre-payment has been paid as appropriate and approval has been given by the relevant person on behalf of the school.

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. MATTERS FOR CONSIDERATION
The Headteacher 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 will not be used to subsidize 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. At the very least the actual cost to the school of any use of the premises by the Hirer must be paid. The flowchart set out below, taken from Annex B of 'Planning and funding extended schools: a guide for schools, local authorities and their partner organisations' may be useful where activities support pupils, families and communities through 'extended services through schools:-



Having asked the above questions and considered the particular circumstances of any proposed letting, a school might decide, for example that a parenting class is eligible for funding from the delegated budget because it helps pupils' parents / carers to support pupils' learning. Schools might also decide that a breakfast club for children held during term time is eligible for funding from the delegated budget because it would help to ensure that pupils are in class on time and ready to learn. But schools might consider that a play scheme during holidays is not eligible for funding from the delegated budget if its purpose is mainly childcare, i.e. that it is a community facility rather than of being any direct benefit to pupils.

Charges for a Letting

The Governing Body is responsible for setting charges for the letting of the school premises. A charge will be levied which covers the following:

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

Cost of “wear and tear”;
In order to achieve full cost recovery, the Headteacher should calculate costs using school financial and energy costs based on actual room sizes.

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 specific charge levied will be reviewed annually, by the Board of Governors for implementation from the beginning of the next financial year, with effect from 1st April of that year. Current charges will be provided in advance of any letting being agreed.

Charges should be paid preferably before the commencement of the letting, but in any event the Hirer must pay within 28 days before the commencement of the letting. Failure to do so will mean that no further use of the premises can be made until such costs are paid in full. Legal proceedings will commence in cases where such payments are not forthcoming.

All lettings fees which are received by the school will be paid into the school’s individual bank account, in order to offset the costs of services. Income and expenditure associated with lettings will be regularly monitored to ensure that at least a “break even” situation is being achieved.

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.

Pre-Existing Lettings Arrangement: Jack and Jill Playgroup
The Federation recognises that Jack and Jill Playgroup operates on the school site under a historic, pre-existing lettings agreement. This arrangement predates the current Lettings Policy and has been formally agreed by the Governing Body.

The following terms apply:

- Jack and Jill Playgroup will continue to hire the agreed space at a fixed rate of £20 per session.
- This fee reflects a previously negotiated arrangement and is exempt from the Federation’s standard lettings charges.
- Any changes to this fee or to the use of premises will be reviewed in consultation with the Governing Body and the Playgroup leadership.
- All other aspects of the Federation’s Lettings Policy (including safeguarding, insurance, access, and health and safety requirements) continue to apply.

VAT
In general, the letting of rooms for non-sporting activities is exempt VAT, whereas sports lettings are subject to VAT (although there are exemptions in certain circumstances). Clarification should be obtained from VAT Officer. There are no VAT remissions for ‘Not for Profit’ companies limited by guarantee.

Public Liability and Accidental Damage Insurance
It is the Hirer's responsibility to ensure that all those attending the premises are made aware that they do so entirely at their own risk. A risk assessment will be conducted for each hiring/ activity by both the school and Hirer together. Copies must be given to the Hirer and kept on file in school.

The Hirer warrants to the Governing Body that it has appropriate public liability insurance to cover all its legal liabilities for accidents resulting in injuries to persons (including all participants in the activity for which the premises are being hired), and/or loss of or damage to property, including the hired premises, arising out of the letting. The minimum limit for this insurance cover is £5 million. The Hirer must produce the appropriate certificate of insurance cover before the letting can be confirmed.

Neither the school, nor the Local Authority, will be responsible for any injury to persons or damage to property arising out of the letting of the premises.

Safeguarding
Status of the Hirer & Safeguarding of Children & Young People
Lettings will not be made to persons under the age of 21, 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. Persons may have to undergo, at the discretion of the Governing Body, a criminal record check via the Disclosure and Barring Service (DBS)

If a particular letting involves contact with the school's pupils, all personnel involved must have appropriate recruitment and vetting checks in accordance with DfE guidance. All staff in schools are required to be cleared at Enhanced level and therefore this should be replicated across to Hirers.

It is the responsibility of the school to ensure that the Hirer has ensured adequate supervision, ratios and up to date and adequate DBS checks. The Hirer will maintain and provide copies to the school, in relation to DBS evidence, contact details (including all emergency contacts), changes in staffing, responsibilities and absence.

These checks must be made by prior arrangement with the Headteacher, with at least half a term's notice in advance to ensure that the checks can be carried out prior to the commencement of any letting. Any adults working with the school's pupils (for example, at an after school sports club) must be appropriately qualified. Sports coaches must follow the LA's guidelines for working in schools. The school will ensure that any Hirer shall not sub-let the premises to another person.

Access
The school will comply with its duties under the Equality Act 2010, including the Public Sector Equality Duty, to ensure that disabled people are not placed at a substantial disadvantage. The school will make reasonable adjustments where required, in relation to the hiring of school premises. It is the responsibility of the Hirer to determine in advance whether the facilities meet the specific accessibility needs of their participants and to ensure that any necessary support or adjustments within their control are in place. Where the Hirer brings participants with additional access needs, the Hirer must communicate these to the school in advance so that any reasonable adjustments within the school's remit can be considered.
The Governing Body reserves the right of access to the premises during any letting. The Headteacher or members of the Governing Body may monitor activities from time to time.
The Headteacher will decide conflicting requests for the use of the premises, with priority at all times being given to school functions. Access to the school's toilet facilities is included as part of the hire arrangements.

Subject to availability, car parking facilities may be available for use by the Hirer and other adults involved in the letting. The Hirer will request this in the Application Form.

Policies
The school will provide the Hirer with copies of appropriate school policies i.e. Lettings, Complaints, Equality, Child Protection, Disability & Diversity Policies, Health & Safety, which the Hirer is required to comply with.

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

Electrical Equipment
Any electrical equipment brought by the Hirer onto the school site MUST comply with the LA code of practice for portable electrical appliance equipment. Equipment must either have a certificate of safety from a qualified electrical engineer or be inspected by the LA prior to use and certified fit for use. The intention to use any electrical equipment must be notified on the application form.

Furniture and Fittings
The Hirer shall pay the cost of any reparation required. No stiletto or any type of thin heel is to be worn. If activities involve outdoor use, Hirers should ensure footwear is cleaned before re-entering the premises. Any damages or broken equipment must be reported to the school or caretaker, whether caused by the Hirer or otherwise, as good vigilance will ensure the safety of all other users.

First Aid Facilities
There is no legal requirement for the school to provide first aid facilities for the Hirer. It is suggested that the Hirer makes its own arrangements. Use of the schools' resources is not available.

Food, Smoking, Drink & Drugs
No food or drink may be prepared or consumed on the premises without the direct permission of the Governing Body, in line with current food hygiene regulations. All litter must be placed in the bins provided. No intoxicants/ unlawful drugs shall be brought on to or consumed/ used on the premises. The whole of the school premises, including the external areas, is a non-smoking area, and smoking is not permitted, including vapes and e -cigarettes.

School Equipment
This 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.

Vacation of Premises

The Hirer shall ensure that the premises are vacated promptly at the end of each period of use or letting. The Hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult. Additional charges will be made where the caretaker is unable to lock up whilst the Hirer ensures children are safely vacated beyond the time agreed in the letting agreement.

Behaviour
The school must take appropriate measures to ensure that the Hirer is responsible for ensuring adequate supervision and preservation of good order for the full duration of the letting and until the premises are vacated, also the prevention of overcrowding and keeping clear all gangways, passages and exits.

Promotional Literature/Newsletters
A draft copy of any information to be distributed to participants or through the school must be sanctioned by the Headteacher at least seven days prior to distribution by the Hirer.

Executive Headteacher: Mrs Maria-Anne Higgins
Executive Assistant Headteacher: Mrs Shelley Steer

Appendix 1 SCHOOL LETTING – INITIAL LETTING APPLICATION FORM

Name of Applicant:
Address (Individual or organisation):
Telephone Number:
Name of Organisation:
Activity of Organisation:
Registered Charity/ Company registration numbers:
Details of Premises Requested (Hall, Playground, Football Pitch etc):
Day of Week Requested:
First choice:
Second choice:
Third choice:
Start Time:
Finish Time: Allow time to clear up

Dates Required:
Use of School Equipment (please specify your request):
Details of any Electrical Equipment to be brought:
Car Parking Arrangements requested:
Maximum Number of Participants:
Age Range of Participants:
Number of Supervising Adults:
Relevant Qualifications of Supervising Adults
Where applicable have Enhanced DBS with Barred List checks been carried out? When? By Whom? (Please enclose copies)

Dates during the year when the space will be unavailable due to school use or closure will be issued at the beginning of the school year in September. These dates may be subject to change, but prior notice will always be given if the premises become unavailable due to unforeseen circumstances. The Hirer confirms that adequate and appropriate insurance cover is in place for the activity to be carried out *(see Terms and Conditions for further details).* The Hirer confirms that arrangements are in place with reference to First Aid *(see Terms and Conditions for further details).* The Hirer undertakes to comply with the regulations regarding the use of own electrical equipment *(see Terms and Conditions for further details)*

I have read and understood the policy and conditions required of me as Hirer.

Any other relevant information: ……..

……..

I confirm that I am over 21 years of age, and that the information provided on this form is correct.

Signed: …… ***Date:*** ……

Executive Headteacher: Mrs Maria-Anne Higgins
Executive Assistant Headteacher: Mrs Shelley Steer

Appendix 2 SCHOOL LETTING AGREEMENT

The Governing Body of *(insert school name and address)*
The Hirer:
Address:
Telephone :
Areas of the School to be Used:
Specific Nature of Use:
Maximum Attendance:
Details of any School Equipment to be Used:
Date(s) of Hire:
Period(s) of Hire:
Fee *(specify per hour or per session*): £

- The Governing Body agrees to let the premises to the Hirer on the date(s) and for the period(s) mentioned above, upon payment of the fee specified.
- The Hirer accepts all the conditions of hire as set out in the attached Terms and Conditions document.
- The Hirer's attention is specifically drawn to the indemnities contained in the hire conditions, and the need to obtain suitable insurance cover for any loss, damage or injury.

I have read and understood the conditions required of me as Hirer.

Signatures:

……(The Hirer)

…… (Headteacher)

…… (Date)