

Lettings Policy

This policy applies to:

Francis Holland Regents Park Francis Holland Sloane Square Francis Holland Prep

Where there are differences between the schools these have been clearly highlighted.

Policy owner	Trust: Chief Operating Officer
Type of policy	Regulatory N/A Procedural – information concerning the letting of school buildings
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Linked Policies	Safeguarding and Child Protection Policy

Revision History

This section should be completed by the reviewer each time this policy is reviewed

Changes made [Brief description of edits]	Date
New policy	Spring 2023
Reviewed and Updated	September 2024

LETTINGS POLICY

INTRODUCTION

Francis Holland Schools (FHS) wish to identify suitable opportunities to generate income and, where appropriate, to support local community activities, through the use of the Trust's facilities by third parties. In assessing the suitability of prospective hirers, the schools will take account of the following key considerations.

GENERAL

- FHS will only let its facilities to hirers whose values are aligned with those of the Trust.
- The Head of each school will authorise each letting (or series of lettings) before they are confirmed.
- Some lettings, at the Head's discretion, may be offered free of charge. In most cases, FHS will charge letting fees at a level that covers any direct costs of the letting and delivers a reasonable surplus, which contributes towards the maintenance of facilities.
- Where possible, lettings should only take place when pupils are offsite or within an area of the site that can be completely sealed off. It should be the caretakers' responsibility to ensure that the site is clear of pupils before a letting takes place.
- The Hirer will not behave or permit any behaviour which might reasonably be regarded as detrimental to FHS's reputation.
- The Hirer must sign and adhere to FHS's terms and conditions of letting (see appendix 1).

SAFEGUARDING AND CHILD PROTECTION

It is preferable that lettings by hirers take place outside school hours when no FHS students are on site. However, it is recognised that some lettings may occur when there are FHS students on site during school hours and they must be supervised by FHS staff at all times. The following safeguarding checks will be requested of all hirers, and they will be required to confirm this by signing the "FHS Hire Agreement – supplemental checklist" as detailed in appendix 2.

- The Hirer will be required to have appropriate safeguarding policies in place, including safeguarding and child protection, and shall provide confirmation and details of the safeguarding and child protection arrangements in place to the school.
- FHS will require confirmation that the Hirer has had the appropriate level of DBS check.
- FHS are dedicated to ensuring the safeguarding of pupils at all times. All organisations that use FHS premises must comply with the guidelines recommended by the Local Safeguarding Children Board and also as set out by the Department for Education (DfE) – Keeping Children Safe in Education. It is a requirement of hire that the Hirer abides by the schools' requirements in respect of safeguarding. Any failure from the Hirer in this respect will result in the hire being terminated.
- The Hirer confirms that, should any safeguarding concerns present themselves during the hire of the school premises, they shall contact the Designated Safeguarding Lead of the appropriate school as soon as reasonably practicable.
- In the event that FHS receives an allegation relating to an incident that happened when an individual or organisation was using their school premises for the purposes of running activities for children (for example community groups, sports associations, or service providers that run extra-curricular activities) the Trust's safeguarding policy applies. As with any other safeguarding allegation, FHS will follow its safeguarding policies and procedures, including informing the LADO.

HEALTH & SAFETY

It is the responsibility of the Hirer to ensure that they have appropriate health and safety processes and controls in place and must be confirmed to FHS.

- Hirers must provide FHS with proof of insurance. In the event that some small organisations may not have insurance, they will be covered by FHS' hirers' insurance policy.
- Hirers must provide evidence of risk assessment in respect of their activities in using FHS facilities.
- Hirers will be made aware of what to do in the event of a fire. must sign and adhere to the Trust's terms and conditions of letting.
- Smoking is not allowed anywhere on site. The consumption of alcohol is not allowed unless explicitly authorised by the Head and the appropriate licences.
- Hirers must provide their own first aid and confirm to the school that they have the necessary first aid cover.

APPENDIX 1

TERMS AND CONDITIONS

1. Definitions

- 1.1 The following words shall have the following meanings when used in these Terms:
- (a) Attendees: the guests and attendees of the Hirer attending the Event.
 - (b) Booking Form: the form or other documentation to which these Terms are attached setting out details of the Hirer, the Event and the Services (if any).
 - (c) Deposit: the deposit (if any) payable by the Hirer as set out in the Booking Form.
 - (d) Event: the event in respect of which the booking is made, details of which are set out in the Booking Form.
 - (e) Event Period: the period during which the Event is to take place.
 - (f) Fee: the fee payable by the Hirer to FHS as set out in the Booking Form (including the Deposit).
 - (g) General Rules: FHS's general rules and regulations applicable to the use of FHS facilities, a copy of which is attached at the appendix.
 - (h) Hirer: the hirer of the Premises whose details are set out in the Booking Form;
 - (i) Premises: Premises of FHS are Regents Park, Sloane Square and Manresa Road. The premises to be provided by FHS for the Hirer's use will be detailed and set out in the Booking Form. FHS retains the right to ask a Hirer to move premises or location within one of FHS's premises.
 - (j) Rules: The General Rules and the Specific Rules.
 - (k) Services: the services (if any) to be provided by FHS in conjunction with the Event, details of which are set out in the Booking Form.
 - (l) Specific Rules: FHS's specific rules and regulations (if any) applicable to the specific Premises to be used by the Hirer or applicable to the specific nature of the Event, a copy of which is attached to the Booking Form.
 - (m) Terms: the terms and conditions set out in this document and the Booking Form; and
- 1.2 The words "writing" or "written" in these Terms, will include e-mail unless FHS informs otherwise.

2. Contract

- 2.1 No contract will arise between the Hirer and FHS until FHS has given the Hirer confirmation in writing that the booking has been accepted.
- 2.2 If any of these Terms conflict with any term on the Booking Form, the Booking Form will take priority.
- 2.3 If the Hirer includes more than one legal person, they shall be jointly and severally liable to FHS for the Hirer's obligations under these Terms.

3. FHS's Obligations

- 3.1 FHS shall make the Premises available to the Hirer during the Event Period and shall supply the Services to the Hirer during the Event Period.
- 3.2 FHS shall ensure that the Services are supplied with reasonable skill and care.

4. Hirer's obligations

- 4.1 The Hirer shall:
- (a) pay the Fee in accordance with clause 5 of these Terms;
 - (b) use the Premises only for the Event;
 - (c) not sub-let the Premises or any part of them;
 - (d) comply with (and procure that all of its Attendees comply with) the Rules;
 - (e) not do anything (or permit anything to be done) to prevent FHS or its officers, agents, or employees from accessing the Premises during the Event Period.
- 4.2 The Hirer shall indemnify FHS, its officers, employees, agents and subcontractors on demand against all losses claims, costs and liabilities of any nature which may be brought against or incurred by FHS or its officers, employees, agents and subcontractors by reason of any breach by the Hirer of these Terms or by any act or omission, neglect or default on the part of the Hirer or its Attendees (including, but not limited to any damages or breakages to any property belonging to FHS).

5. Fee and payment

- 5.1 The Fee and Payment Terms for the hire of the Premises and the supply of the Services is set out on the Booking Form.

- 5.2 The Fees shall be subject to VAT when required by law or HMRC thresholds.
- 5.3 If the Hirer does not pay the Fees on their due date for payment FHS may (without prejudice to any other rights it may have) cancel or suspend the Event and the provision of the Services or charge interest to the Hirer on the overdue amount at the rate of 5% a year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment.

6. Cancellation

- 6.1 The Hirer shall have the right to cancel the booking at any time prior to the commencement of the Event by serving notice in writing upon FHS and shall pay to FHS the Cancellation Charges shown on the Booking Form in the event of cancellation.
- 6.2 FHS shall have the right to cancel the booking at any time prior to the commencement of the Event by serving notice in writing upon the Hirer and shall refund to the Hirer all Fees paid by the Hirer but shall have no further liability to the Hirer.
- 6.3 The Trust reserves the right to suspend or withdraw use of the School by an individual group with immediate effect on the following grounds:
- (a) Causing intentional damage to the school, its equipment, or any personal belongings of other users;
 - (b) Violent, threatening, or abusive behaviour to a member of staff or other users;
 - (c) Theft of any property belonging to the school or other users;
 - (d) Disruptive behaviour which is interfering with the activities of others or our neighbours;
 - (e) Behaviour which puts at risk the health, safety or well-being of others;
 - (f) Behaviour which is deemed to be offensive and/or results in complaints from users or our neighbours;
 - (g) Refusal to follow reasonable directions from members of the school's staff charged with overseeing the letting;
 - (h) Non-payment of invoices;
 - (i) Any other behaviour which is considered inappropriate to the smooth and efficient operation of the school, or against the interest of all users.

7. FHS's liability to the Hirer

- 7.1 Nothing in these Terms shall limit or exclude FHS's liability for:
- (a) death or personal injury caused by its negligence, or the negligence of its officers, employees, agents or subcontractors;
 - (b) fraud or fraudulent misrepresentation; or
 - (c) any other losses which FHS is prevented from excluding or limiting by law.
- 7.2 Subject to the provisions of clause 7.1, neither FHS nor its officers, employees, agents or subcontracts shall under any circumstances be liable to the Hirer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the booking and FHS's total liability to the Hirer in respect of all other losses arising under or in connection with the booking shall in no circumstances exceed the total amount of the Fee payable by the Hirer.

8. Use of intellectual property and personal information

- 8.1 Unless expressly agreed otherwise in writing, the Hirer shall have no rights to use any trademarks, trade names, logos or images belonging to FHS.
- 8.2 FHS will use any personal information the Hirer provides to:
- (a) comply with its obligations under this agreement;
 - (b) process the Hirer's payment; and
 - (c) inform the Hirer about similar products or services that FHS provide, but the Hirer may stop receiving these at any time by contacting FHS.
- 8.3 FHS will not give any personal data to any third party.

9. Public Liability Insurance

- 9.1 FHS shall ensure that public liability insurance is in place to cover the Hirer against the costs (the first £100 excepted) of legal liability to pay damages following accidental injury to any person (other than the Hirer's own employees) or loss or accidental damage to the School's premises or property or equipment leased or rented by FHS.

9.2 The Hirer shall ensure that neither it nor any of the Attendees shall do, or omit, anything to be done which might cause any insurance for the time being in force to be avoided or any premium to be increased.

10. Miscellaneous

10.1 Neither the Hirer nor FHS shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control.

10.2 FHS may transfer FHS's rights and obligations under these Terms to another organisation, and FHS will always notify the Hirer in writing if this happens, but this will not affect FHS's rights or FHS's obligations under these Terms.

10.3 This contract is between the Hirer and FHS. No other person shall have any rights to enforce any of its terms.

10.4 Each of the paragraphs of these Terms operates separately. If any courts or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

10.5 If FHS fail to insist that the Hirer perform any of its obligations under these Terms, or if FHS does not enforce its rights against the Hirer, or if FHS delay in doing so, that will not mean that FHS has waived its rights against the Hirer and will not mean that the Hirer does not have to comply with those obligations. If FHS does waive a default by the Hirer, FHS will only do so in writing, and that will not mean that FHS will automatically waive any later default by the Hirer.

10.6 These Terms are governed by English law. The Hirer and FHS both agree to submit to the exclusive jurisdiction of the English courts.

GENERAL RULES APPLYING TO ALL VENUE HIRE OR USE OF ALL FACILITIES AT FHS

1. Licences

1.1 The Trust does not hold licences for any public entertainment or public performances of a play. The Hirer shall be responsible for obtaining any licence required, such as a Temporary Event Notice (TEN), and shall produce the licence for inspection prior to the hiring. Under no circumstances may a TEN be applied for without the prior written consent of the Trust. The Hirer shall be responsible for complying with the terms of any such licence.

1.2 The Hirer shall be responsible for complying with the legislation relating to copyright and performing rights. The Hirer hereby indemnifies the Trust against any breach of this condition.

2. First Aid

First Aid will not be provided by the school and hirers should bring their own supplies and ensure a suitably qualified person is in attendance.

3. Safeguarding and Child Protection

FHS has initiated measures to ensure that commercial organisations hiring the facilities have appropriate policies and procedures in place in regard to safeguarding children. Hirers are required to take all appropriate steps to ensure the welfare of children. If there is a chance that those hiring the premises will come into contact with pupils, for example, if the hire occurs during school hours, or when pupils may be present in the school (during after-school clubs or extra-curricular activities), confirmation must be provided that the hirers have had the appropriate level of DBS checks. A member of FHS staff will need to be present to supervise which will be reflected in the cost of the hire. Should any safeguarding concerns present themselves during the hire of the school premises, the DSL of each site must be contacted as soon as reasonably practicable. If FHST receives an allegation relating to an incident where an individual or organisation is using our school premises for running an activity for children, the local authority designated officer (LADO) will be informed.

4. Smoking & Drug Use

By law, all FHS buildings are non-smoking areas and use of e-cigarettes are also not allowed. Guests who smoke will be asked to stop immediately. The Hirer, its staff, contractors or guests must not bring illegal drugs or other illegal substances on to the premises.

5. Health & Safety

- 5.1 The Hirer must at all times be aware of and accept responsibility for the Health and Safety of their guests.
- 5.2 Hirers shall familiarise themselves with the fire precautions in force on the premises and with the means of evacuation. The Hirer is responsible for ensuring that persons attending are made aware of the evacuation procedures. Fire and other exits must be kept clear at all times.
- 5.3 The Hirer is responsible for informing the school of any wheelchair access requirements to ensure safe evacuation in the event of an emergency.
- 5.4 Hirers must ensure that any electrical equipment brought onto the premises by them or their representatives (e.g. bands, discos, stallholders' appliances, lighting etc) has been PAT tested by a competent person within the last year, and for ensuring that plugs, flex and the appliance casing is visually checked for safety before being plugged into the school supply. FHS does not accept responsibility for the safety of electrical equipment not supplied by the School.

6. Alcohol

The Hirer shall not bring any alcohol on to the premises without prior agreement from the School.

7. Insurance

- 7.1 The Hirer shall be responsible for loss or damage to the establishment's premises and contents; including any equipment hired from the School.
- 7.2 The Hirer shall indemnify the Trust against all claims for damages, compensation, and/or costs in respect of bodily injury or illness to Third Parties, and/or damage to Third Party property caused by or arising out of being incidental to the Hirer's use of Premises
- 7.3 The Hirer must effect adequate insurance in respect of the liabilities and the loss or damage referred to respectively in condition 7.2. Therefore, Hirer's must produce a valid Public Liability Insurance Certificate. If a Hirer is unable to produce such a certificate, then they must bring this to the attention of the Trust.
- 7.4 Any Personal belongings brought into the building are done so at the owner's risk. We accept no liability for any loss or damage to those belongings.

8. Parking

There is no parking available, and Hirers must make their own arrangements. Due consideration must be made for FHS's neighbours.

9. Noise & Nuisance

All Hirers are requested to respect local residents and keep noise and nuisance to a minimum.

10. Conduct

- 10.1 The Hirer will not behave or permit any behaviour at the Event which might reasonably be regarded as detrimental to the reputation of the School or otherwise incompatible with the purpose, objectives and moral values of the School.
- 10.2 The premises must be vacated at the time agreed between the Hirer and the Trust at the time of booking. This will never exceed 10.30pm Sunday – Friday and midnight on a Saturday.

11. Maintenance, Fabric and Fittings

- 11.1 It is our aim to provide the best facilities possible for our guests. We ask therefore that any maintenance issues are reported to FHS staff as soon as possible. We reserve the right to undertake all necessary maintenance throughout a booking period to maintain the facilities, and equipment.
- 11.2 The fabric and fittings (including electrical installations) and contents of the premises shall not be interfered with in any way. No nails or screws shall be driven into the walls, floors, ceiling, furniture or fixings and no placards shall be affixed to any part of the premises. The School's furniture (other than that included as part of the hiring), and equipment shall not be moved except by prior arrangement. Official exits must be kept clear at all times. Any alteration or addition to the School's lighting or electrical heating systems is strictly forbidden except with the written consent of the Trust.
- 11.3 The wearing of stiletto heels or other unsuitable footwear in indoor areas is prohibited. Every care must be taken to ensure the floors are not marked or scratched.

12. Risk Assessments

Hirers should produce their own risk assessments for activities at the premises. The Hirer must produce risk assessments for agreement with FHS. A meeting can be arranged with the relevant member of FHS staff to discuss these. However, responsibility for the risk assessment remains with the Hirer.

13. Final Numbers

Where applicable Hirers are required to provide final numbers at least 2 weeks before the commencement of a booking.

14. Litter

The Hirer will be responsible for removing all litter/waste (unless agreed otherwise by FHS).

15. Dogs

No dogs (other than guide dogs) are permitted on FHS premises.

16. Data Protection

FHS complies with current Data Protection laws. All personal data supplied to the school is used in accordance with our Privacy Notice, available on our website or by request.

17. Documentation Requirements

You must confirm/provide the following to us on an annual basis:

- Public liability insurance.
- Activity risk assessments.
- Child protection documents (if applicable).
- Confirmation DBS checks (if applicable).
- All coaches/volunteers are suitably qualified.

APPENDIX 2

FHS HIRE AGREEMENT – SUPPLEMENTAL CHECKLIST

Requirement in respect of staff and volunteers of the Hirer	Date reviewed/completed by the School	Comments
Barred list check		
Enhanced DBS check		
Identity check on arrival at the Venue		
If applicable to the Event, where services or activities are not under the direct supervision or management of the School, receipt of the Hirer's child protection and safeguarding policy		
Provision of the School's Child Protection and Safeguarding Policy		
Signed by school to confirm information received	BY SCHOOL	DATE
Signed by hirer to confirm information is correct	BY HIRER	DATE