



TFT Lettings Policy 2024

Reviewed by: TFT People and Operations Director & Company Secretary
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Introduction and scope

1. The Futures Trust aims to:

- Ensure that all of our schools' premises and facilities can be used, where appropriate, to support community or commercial organisations, in accordance with the Articles of Association of the Trust.
- Allow the hiring of the premises without using the school's delegated budget to subsidise this.
- Charge for the use of the premises to cover the costs of hire and, where appropriate, raise additional funds for the school.
- Not let any hiring out of the premises interfere with the Trust's, and the school's, primary purpose of providing education to its pupils. In special circumstances, governors/management committees may cancel a confirmed booking, but will endeavour to give reasonable notice.
- Hire out facilities in a way that is safe, following government guidelines and relevant risk assessments.

Schools and Areas available for hire

2. Details of facilities for hire, including rate for hire, are contained in the following appendices. The school may decide that certain organisations or activities can use

the premises for a reduced rate, or free of charge, if it supports the core aims of the school or Trust. There may be additional cleaning fees on top of the hiring fee.

- Appendix 1: President Kennedy School
- Appendix 2: Barr's Hill School
- Appendix 3: Parkgate Primary School
- Appendix 4: Keresley Newland Primary School

Cancellations

3. The school reserves the right to cancel any agreed hiring with a minimum of 1 days' notice.
4. School activities and events will always take priority over external lettings, this includes provision for examinations and Open Evenings. The school will endeavour to give adequate notice where a cancellation of a letting occurs.
5. A full refund will be issued if the school does cancel a hire. Neither the school nor the Trust shall be liable for any indirect or consequential losses, including (without limitation) any loss of profits, loss of business or the loss of any revenue arising out of the cancellation of any hire.
6. The hirer of the premises can cancel any hire with a minimum of 5 days' notice. If the less notice is provided, the hirer will have to pay the following percentage of their hire charges.

Notice period	Cancellation fee (% of hire fee)
5 or more days	No fee charged
4 days	25% of the hire charge to be paid
3 days	50% of the hire charge to be paid
2 days	75% of the hire charge to be paid
1 day	100% of the hire charge to be paid
On the day cancellations	100% of the hire charge to be paid

7. Hirers are not allowed to transfer the hiring to any other person or organisation.
8. In adverse weather, the use of outdoor areas may be cancelled at short notice. Hirers should telephone the school for information and advice during office hours

Payments

9. Each school within the Trust will invoice for the hire of their facilities. Hirers can pay for their sessions upfront or after each session. Invoices will need to be paid within the agreed deadline that is set out on the invoice. Failure to pay the invoice will result in the immediate termination of the booking.

Booking process

10. Those wishing to hire the premises should contact the relevant school office to request a hire request form. The hirer must also read the terms and conditions associated with hire set out in this policy. A hire request form is included in Appendix 5.
11. The hirer should fill out and sign the hire request form and submit it to the school office. Hirers will be notified when the booking request is approved.
12. If the request is approved, the school will contact the hirer with details of how to submit payment and make arrangements for the date and time in question. The school will also share details of the emergency evacuation procedures and other relevant health and safety documents. The hirer will also need to provide proof of their Public Liability Insurance and confirm that appropriate safeguarding checks (DBS) are in place.
13. The Futures Trust and its schools reserves the right to decline any applications in its absolute discretion, in particular where the organisation does not uphold the values of the school, or reputational damage may occur.

Terms and conditions of hire

14. The following terms and conditions must be adhered to in the hiring of the school premises. Any breach of these terms will result in cancellation of future hires without refund.
 - a. "Hirer" means the person or entity identified in the relevant hire request form.
 - b. The hirer shall pay the full amount as stipulated by the Trust, and shall not be entitled to set off any amount owing to the Trust against any liability, whether past or future, of the Trust to the licensee.
 - c. The hirer shall occupy the part(s) of the premises agreed upon as a non-exclusive licensee and no relationship of landlord and tenant is created between the hirer and the Trust by this licence.
 - d. The hirer shall not sub-licence any of the premises under the licence.
 - e. The hirer shall not use the premises for any purpose other than that agreed upon in the licence, as set out in the hire request form.
 - f. Any additional uses of the premises not agreed in writing by the Trust will result in the immediate termination of the licence.
 - g. The Trust shall retain control, possession and management of the premises and the hirer has no right to exclude the school from the premises.
 - h. A statement of satisfactory clearance from the Data Barring Service (DBS) is required before members of an organisation may work on site with children.
 - i. The hirer shall be responsible for all matters relating to health and safety and shall be responsible for those in attendance during the specified time.
 - j. The hirer will read the emergency evacuation procedures and be ready to follow them in the event of a fire or other similar emergency.
 - k. The hirer is responsible for carrying out any risk assessments of the premises relating to the activities they are running.

- l. Any accident occurring during the course of the hire period must be reported to a member of the school staff at the earliest opportunity and an accident form completed. These are available from the school office. The completed accident form must be submitted to school office within 24 hours.
- m. It is the responsibility of the hirer to ensure adequate First Aid provision during the hire period and it is acknowledged that the school accepts no liability in this respect whatsoever in this matter. However, the School will provide assistance in the summoning of the emergency services, where possible, should the need arise.
- n. The hirer must take out its own Public Liability insurance with a reputable insurer approved by the school and, where requested by the Trust, shall provide a copy of the relevant insurance certificate to the Trust no less than 10 days before the start date of the licence.
- o. If the hirer does not have Public Liability Insurance and is unable to obtain this in the time allowed before their lettings application hire date comes into force, the hirer may request to use the Public Liability Insurance of the school for a surcharge of 10% of the letting fees. This is subject to the approval of the school and will be underwritten on a case by case basis.
- p. The hirer shall not conduct, nor permit or suffer any other person to conduct, any illegal or immoral act on the premises, nor any act that may invalidate any insurance policy taken out by the Trust in relation to the premises.
- q. The hirer shall indemnify and keep indemnified the Trust from and against:
 - i. Any damage to the premises or Trust equipment;
 - ii. Any claim by any third party against the Trust; and
 - iii. All losses, claims, demands, fines, expenses, costs (including legal costs) and liabilities, arising directly or indirectly out of any breach by the hirer of the licence or any act or omission of the hirer or any person allowed by the hirer to enter the premises
- r. Save that nothing in the licence shall exclude or limit either party's liability for personal injury or death arising from the negligence of either party or any other liability that cannot be excluded by law, the Trust shall not be responsible for any losses of a direct or indirect nature, and its maximum liability to the hirer shall not exceed the total fees paid or to be paid to the Trust by the hirer under the licence.
- s. Any cancellations by the hirer received with less than 5 days, notice will not be fully refunded. (See point 6. For further details)
- t. Any cancellations by the school made with at least 1 days notice will not be refunded.
- u. The hirer will leave the premises in the condition it was found in, leaving the area clean and tidy and not leaving any of their own equipment behind.
- v. No property or equipment other than that specified and agreed on the Lettings Agreement form should be used. If any electrical equipment is brought onto site it must have a certificate of safety from a qualified electrical engineer.
- w. The Futures Trust and its schools accept no responsibility for any property or equipment brought onto the school site. All such items should be removed immediately after each letting.
- x. No food or intoxicating liquor may be brought onto the school premises by a hirer without prior arrangement at the time of the booking.
- y. Smoking and the use of e-cigarettes/vaping is prohibited anywhere within the school grounds.

- z. Gambling and the use of gaming machines are prohibited. With the exception of guide dogs, no dogs are allowed on site.
- aa. Football boots must be removed prior to leaving the field, and any debris or rubbish left on the playground/MUGA/pitches or courts must be removed before vacating the site.
- bb. The hirer shall not display any advertisement, signage, banners, posters or other such notices on the premises without the prior written agreement from the Trust.
- cc. If the hirer breaches any of the terms and conditions, the trust reserves the right to terminate the licence and retain any fees already paid to the Trust, without affecting any other right or remedy available to the Trust under the licence or otherwise.
- dd. The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.
- ee. The hirer will acquire all appropriate additional licenses for any activities they are running, including those required for use of any third party intellectual property.
- ff. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.
- gg. The premises hire policy, the relevant hire request form submitted by the hirer and the relevant hire confirmation letter issued by the trust shall apply to and are incorporated in the licence.
- hh. This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.
 - ii. The Trust and the hirer irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising from this licence.

Safeguarding

15. The Futures Trust is dedicated to ensuring the safeguarding of its pupils at all times. It is a requirement of hire that hirers abide by the trust's requirements in respect of safeguarding. Any failure from the hirer in this respect will result in the hire being terminated.
16. It is the responsibility of the hirers to ensure that safeguarding measures are in place while hiring out the space.
17. If there is a chance that those hiring the premises will come into contact with children, for example, if the hire occurs during school hours, or when children may be present in the school (during after-school clubs or extra-curricular activities), the school will ask for confirmation that the hirers have had the appropriate level of DBS check.
18. The hirer will be required to have appropriate safeguarding policies in place, including safeguarding and child protection, and shall provide copies of these policies on request to the school.

19. The hirer confirms that should any safeguarding concerns present themselves during the hire of the school premises, they shall contact the appropriate school DSL [see appendix for details] as soon as reasonably practicable.
20. The hirer understands that if the school or Trust receives an allegation relating to an incident where an individual or organisation is using the school premises for running an activity for children, the school will follow its usual safeguarding procedures and inform the Local Authority Designated Officer (LADO).
21. Hirers who are looking to use the facilities to engage in activities with children should read '[After-school clubs, community activities and tuition](#)' (2023) published by the Department for Education. This is non-statutory guidance to help providers run safe settings to ensure the welfare of the children attending them. It covers best practice on:
 - Safeguarding and child protection
 - The suitability of staff and volunteers
 - Health and safety
 - Governance
22. This document covers best practice and makes clear legal requirements.
23. The hirer is required complete Safeguarding Agreement for External Groups (please see Appendix 6).

Appendix 1: President Kennedy School

Use of the School Grounds for Sports Activities

President Kennedy School has a full size 3G pitch which can be hired outside of the school day. The pitch can be split into quarters for training. The facility can host 5,7,9 or 11 a-side games. Hire of this facility is managed by Sky Blues In The Community who have an [online system](#) in place to facilitate booking.

Car parking

Hirers bring their own vehicles on to the school premises entirely at their own risk and shall under no circumstances take or park car or trailers on grassed areas. If it is necessary to transport equipment on to fields by vehicle, permission **MUST** be obtained prior to the event from the school who may take advice as deemed necessary. The hirer will be liable for the cost of making good any damage.

Appendix 2: Barr's Hill School

With the approval of the Headteacher, the areas of the school that will be considered for lettings include the Drama Studio.

Letting Rates

Drama Studio: £25.00 per hour

Appendix 3: Parkgate Primary School

With the approval of the Headteacher, the areas of the school that will be considered for lettings include the Upper Hall, the Sports Hall, classrooms, dining rooms, playgrounds and the school grounds.

Letting Rates

The school has set annual letting rates for a standard letting of up to 3 hours per session. In addition there will be a charge of £20 for the Site Services team's overtime. Governors are happy to agree one-off lettings that go beyond the 3-hour standard letting at the discretion of the Headteacher or School Business Manager. If an event over-runs, additional charges will be made.

Operative from 1 September 2022

Accommodation	Charges per session (3 hours or part thereof)		
	Monday to Friday £	Saturday £	Sunday/Public Holidays £
Classrooms/Dining rooms	19.00	22.00	25.00
Additional classrooms and cloakrooms	16.00	19.00	21.00
Upper Hall/Sports Hall	40.00	45.00	50.00
Playground, Field	30.00	33.00	36.00

Appendix 4: Keresley Newland Primary

Room/Area	Charging Period	Cost	VAT (if payable)
Hall	Per hour	£40	20%
Field	Per hour	£40	20%
Playground	Per hour	£25	20%
Classroom	Per hour	£25	20%
<p>Discount: For regular hirers a discount may be applied to the listed prices; this is at the discretion of the School</p>			
<p>Additional Charges: For bookings that start or finish outside of normal school operating hours, an increase in charges (eg.to cover the cost of heating, unlocking and locking of the premises, etc) may be made at the discretion of the Trust.</p>			
<p>Sports Bookings: Sports booking may be VAT payable in accordance with the current VAT regulations</p>			

Appendix 5: Booking request form

Before filling out a request form, please familiarise yourself with our terms and conditions for the hire of our premises and our rates of hire. If you have any questions, please contact the relevant school office.

Name of organisation/applicant	
Registered address:	
Contact telephone number	
Contact email address	
Preferred method of contact	
Purpose of booking required	
Dates and times of lettings requested	
Part of the premises requesting to be hired (name of school and area)	
Is this a recurring request, or a one off? Please indicate the frequency and number of occurrences (e.g. weekly, 10 weeks)	
Additional requirements (e.g.. tables, chairs etc). Please note we may not always be able to provide this, but will inform you where this is/not possible.	
Additional equipment you will be providing yourself	
Approximate number of visitors	

Safeguarding 1. Confirmation and details of the safeguarding and child protection arrangements you have in place 2. Sign and return the Safeguarding Agreement for External Groups (Appendix 6)	
	Please attach the signed agreement.
Confirmation of evidence of insurance	Please attach a copy of your Public Liability insurance policy
Request use of school's Public Liability Insurance	
Declaration	I confirm I have read the Terms and Conditions of Hire and I agree to comply with them. I confirm that I am over 18 years of age. I also agree that all monies will be paid in full and I accept personal liability for any outstanding monies at the last date of hire.

Name _____ Date _____

Signature _____

Please submit this form to the relevant school office. We will be in touch to inform you if your application is successful, and if so, details of the full cost and documents that will need to be shared.

For office use only

	Yes (Y)	No (N)
Are hire dates available		
Are requested areas available		
Insurance documents received		
Approve use of school Public Liability insurance		
Safeguarding details received, including signed agreement for external groups		
Booking agreed		
Hirer informed of outcome		
Copy of form to finance team		
Copy of form to operations manager/site services team		
Print name		
Signature		
Date		

Appendix 6

Safeguarding Agreement for External Groups

All external groups using [INSERT SCHOOL] facilities to hold regular activities without school supervision must confirm the following is in place in order to ensure the safeguarding and health & safety of all participants:-

Name of Group

Current Use

Day	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Time							

We agree to

- Provide a signed and dated copy of the organisation's Safeguarding & Child Protection policy provided to school
- Notify the Head Teacher of any safeguarding incidents involving children or pertaining to adults without delay and provide a written record
- Termly information sharing and discussion regarding safeguarding procedures with the Designated Safeguarding Lead
- Be prepared for school staff to visit the activity and assess that safeguarding procedures are in place
- Notify the Head Teacher or nominated staff member of any accidents or health & safety concerns and provide a written record
- Understand that if concerns arise that safeguarding and health and safety procedures are not in place then the school will terminate the arrangements.
- We agree to follow the relevant guidance for our organisation and activity in [After-school clubs, community activities, and tuition](#)
- Ensure Group Leader has read 'Keeping Children Safe in Education' and understands the need to remain vigilant to signs and indicators of abuse, create a safe environment, ensure all staff and volunteers are suitably trained, appropriately checked with DBS service for their role and work collaboratively with the school to ensure children are kept safe.

I confirm all the above arrangements for safeguarding and health & safety are in place.

Leader Name **Signature**.....

Date.....

Staff names Volunteer names

Staff names Volunteer names

Staff names Volunteer names

Staff names Volunteer names

Appendix 7 - School DSL contact details

President Kennedy School	Richard Beattie email: beattie@pks.coventry.sch.uk Tel: 024 7666 1416
Barr's Hill School	Daniel Oliver Email: oliver.d1@barrshill.coventry.sch.uk Tel: 024 76234600
Stoke Park School	Sonya Elliot Email: selliott@stokepark.coventry.sch.uk Tel: 024 76450215
The Hinckley School	Katie Priestnall Email: KPriestnall@thehinckleyschool.co.uk Tel: 01455 632183
Parkgate Primary School	Zoe Richards Email: zoerichards@parkgate.coventry.sch.uk Tel: 02476 637381
Keresley Grange Primary School	John Astley Email: safeguarding@keresleygrange.coventry.sch.uk Tel: 02476 332131
Keresley Newland Primary School	Nicola Penlington Email: safeguarding@knpa.warwickshire.sch.uk Tel: 02476 332434
Camp Hill Primary School	Diane Temple Email: temple.d@welearn365.com Tel: 02476 383230