



Fulston Manor Academies Trust

Lettings Policy

Fulston Manor School
South Avenue Primary School

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Member of Staff Responsible:

**Mrs S Francis
Trust HR & Business
Director**

LETTINGS POLICY

1. INTRODUCTION

101 The Trust Board regards the Fulston Manor Academies Trust's (FMAT) buildings and grounds as a marketable asset and will make every reasonable effort to enable them to be used as much as possible.

102 The overriding aim of the Trust Board is to support the schools within the Trust in providing the best possible education for its students, the promotion of equality of opportunity and the community cohesion of the local area. Any lettings of the premises to outside organisations will be considered with this in mind.

2. DEFINITION OF A LETTING

201 A letting may be defined as any use of the school buildings and grounds by parties other than the school and its partners.

202 The following are examples of activities that fall within the corporate life of the school. These activities are not considered to be lettings and costs arising from these uses are therefore a legitimate charge of the school budget:

- ❖ Trust Board meetings
- ❖ Extra-curricular activities for pupils organised by the either school
- ❖ School events
- ❖ Open evenings and workshops

203 Activities promoting gambling are not considered to be appropriate for lettings as they are not deemed to be compatible with the ethos of the school.

3. CHARGES

301 The Trust Board has delegated responsibility for setting charges for the letting of the school premises to the Trust HR & Business Director at Fulston Manor School and Head of School at South Avenue Primary school

302 The scale of charges will be reviewed annually for implementation from the beginning of the next financial year, i.e. from 1st September of that year. Details of current charges will be provided in advance of any letting being agreed but are set to cover any costs the school may incur.

303 The school is constrained by law to apply VAT to all transactions where appropriate. General lettings of an open space, such as a field, hall or room are VAT exempt. General lettings become standard rated if the hirer requires use of school facilities such as a projector, computer, kitchen or other such equipment.

304 Sports lettings are defined as a physical activity undertaken in a space adapted for physical activities and are standard rated. Sports lettings may become exempt when the following conditions apply:

- ❖ A block booking of ten or more sessions by an eligible body (a club, association or organisation representing affiliated clubs/associations) for the same type of activity at

the same location, made in advance. The interval between each session must be at least one day and no more than fourteen days. All sessions must be paid for regardless of if the sessions are used

- ❖ The period of hire is for a one-off continuous period exceeding 24 hours

305 Any sports lettings that are deemed to be providing a service to individuals rather than a club or business are exempt of VAT. The decision regarding the classification of such a letting is at the full discretion of the Trust HR & Business Director.

306 The minimum hire period is set at one hour. The school reserves the right to require a deposit over and above the hiring charge as a surety against damage to the premises (including any equipment) or the premises being left in an unacceptable condition necessitating their incurring additional cost for cleaning, caretaking or other expenses.

307 The school will seek to recover any unavoidable cost incurred which result directly from the cancellation of a letting. The timescale and charges for cancellations are at the discretion of the Trust HR & Business Director.

4. CONDUCT OF USERS

401 This is set out in the Terms and Conditions for use of school premises (as shown in Appendix B).

5. MANAGEMENT OF LETTINGS

501 The Trust HR & Business Director has delegated day-to-day responsibility for the management of lettings to the Trust Facilities Manager. Where appropriate, the Trust HR & Business Director may delegate additional responsibilities, such as security and child protection, to other members of staff, whilst still retaining overall responsibility for the lettings process.

502 If the Trust Facilities Manager has any concern about whether a particular request for a letting is appropriate or not, they will consult with the Trust HR & Business Director and, where appropriate, the Headteacher/Head of School.

6. CONSIDERING APPLICATIONS FOR LETTINGS

601 Organisations seeking to hire the school premises should approach the Trust Facilities Manager in the first instance.

602 The Trust Facilities Manager will decide on the application with consideration to:

- ❖ The availability of the facilities and staff.
- ❖ The school's equal opportunities, health and safety and child protection policies.
- ❖ The health and safety considerations such as numbers of users, type of activity, qualifications of instructors, etc.

7. ISSUING A LETTINGS CONTRACT

701 Once a letting has been approved a Lettings Contract will be provided to the hirer.

- 702 The Lettings Contract should be completed, signed and returned to the Trust Facilities Manager. The school will be in receipt of this documentation before a letting takes place.
- 703 The person applying to hire the premises will be invoiced for the cost of the letting, in accordance with the current scale of charges. Invoices must be settled in full before the letting takes place unless expressly agreed by the Trust HR & Business Director.
- 704 The income and expenditure relating to lettings will be clearly recorded by the Trust Finance Team and audited as part of the annual audit, forming part of the Annual Report and Consolidated Financial Statements.
- 705 The Trust HR & Business Director have the right to refuse an application, and no letting should be regarded as confirmed until approval has been given in writing and payment received in full. The reason for refusals should be recorded and fully explained to the enquirer.

APPENDIX A: FULSTON MANOR SCHOOL – SCHEDULE OF HIRE CHARGES

Prices are given as a rate per hour. Any deviation to these rates of hire is at the discretion of the Trust HR & Business Director. Weekend lettings may be subject to an additional fee which relate to the staffing costs incurred to the school for out-of-hours lettings at the discretion of the Trust HR & Business Director.

Facility	Rate (VAT inclusive)	Rate (Excluding VAT)	Availability
Millennium Hall	£50.40	£42.00	Weekdays from 17:00; weekends.
Sports Hall	£37.80	£31.50	Weekdays from 17:00; weekends.
Gym	£31.80	£26.50	Weekdays from 17:00; weekends.
Boardroom (BC1)	£44.40	£37.80	On application.
Drama Studio	£31.80	£26.50	Weekdays from 17:00; weekends.
Practice Rooms	POA	POA	Two available.
Classrooms	POA	POA	On application.
Outdoor Tennis/Netball Courts	£25.20	£21.00	Weekdays from 17:00; weekends.
Cromers Corner Football Pitches (Adult)	£35.28	£29.40	Various – seasonally Term 1 to Term 4.
Cromers Corner Football Pitches (Juniors)	£25.20	£21.00	Various – seasonally Term 1 to Term 4.
Cromers Corner playing field	POA	POA	On application.

SOUTH AVENUE PRIMARY SCHOOL – SCHEDULE OF HIRE CHARGES

Facility	Rate (VAT inclusive)	Rate (Excluding VAT)	Availability
Junior Hall	POA	POA	Weekdays from 17:00; weekends.
Infant Hall	POA	POA	Weekdays from 18.00; weekends.
Junior Football Pitches	£24	£20	Weekdays from 17:00; weekends.
Classrooms	POA	POA	On application.

APPENDIX B: FULSTON MANOR SCHOOL

HIRE OF PREMISES TERMS AND CONDITIONS OF USE

All groups/organisations that use the premises of schools within the FMAT are required to read these terms and conditions and agree to abide by them by signing the Lettings Contract. This will be signed by the nominated person from each group/organisation.

Interpretation

‘The school’ means the Trust Board of the School, its employees and agents.

Purpose of use

1. The accommodation shall only be used for the purposes stated on the application and within the hours agreed in the Letting Contract issued by FMAT. The Hirer shall be responsible for ensuring these conditions of occupation are observed.
2. The Hirer shall not assign or sublet the whole or any part of the benefit of this agreement.
3. No interference is to be made with school property/equipment/premises which do not form part of the letting.

Health and Safety

4. The Hirer is responsible for the effective supervision of the arrangements and activities in the premises during the period of hire and for the prevention of disorderly behaviour so as to ensure that no nuisance or annoyance arises to the occupiers of adjoining premises or neighbouring residents and shall behave reasonably at all times.
5. A copy of the school’s Health and Safety policy will be forwarded to the Hirer prior to the period of hire containing details of school fire, emergency and evacuation procedures. It is the Hirer’s responsibility to ensure that the whole party are aware of these procedures. The Hirer shall be required to take any precautions necessary to ensure the safety of those attending during the period of hire, including ensuring the means of escape from fire are not blocked or impeded.
6. In the event of a fire, Hirer’s are responsible for ensuring that all members of their group are evacuated onto the tennis courts and are accounted for.
7. The Hirer will immediately inform the school of any emergency, accident or serious incident that occurs on the school’s premises. This may require the applicant telephoning the Site Team on 01795 412643 or 07376627390. The Hirer will be responsible for reporting to the Health and Safety Executive any accident that arises from activities that it organises.
8. Hirers providing services to children, whether pupils at the school or others, must have policies and procedures in place to ensure children’s safety, and must provide evidence of these to the school, if requested, such as a Safeguarding Policy and DBS Checks.

Payment of Hire Charges and Deposit

9. For short term/one-off lettings, hire charges shall be due and payable in full 10 days before the date of the booking.
10. Contracts for long term lettings will be charged in time frames suitable for both parties. However, FMAT reserves the right to charge annually in advance.

11. FMAT reserves the right to require a deposit over and above the hiring charge as a surety against damage to the premises (including any equipment) or the premises being left in an unacceptable condition necessitating their incurring additional cost for cleaning, caretaking or other expenses.

Responsibility of the Hirer for Good Order and Safety

12. The Hirer shall be responsible for any damage to the school property, equipment or buildings caused by them or their guests. The Hirer must report any such damage to the school immediately. The Hirer shall repay to the school on demand the cost of re-instating or replacing any part of the premises or any of the property on the premises which shall be damaged, destroyed, stolen, or removed during the period of hire or prior or subsequent thereto if in relation to or by reason of the hiring. Any such costs will be in addition to the specified lettings charges.
13. The Hirer shall ensure that all accommodation is left in a clean and tidy condition at the end of the letting, using bins and recycling facilities as appropriate.
14. The Hirer must obtain express permission from the school to leave any equipment on the premises. The Hirer is responsible for any equipment they leave on the premises and shall ensure that such equipment is in good repair and after use, safely stowed away. Items no longer required by the Hirer, or deemed by the school to be unsafe or beyond repair or else unsafely stored on the Premises shall be promptly removed by the Hirer on demand. If such request is not complied with by the Hirer within 7 days, the items may be disposed of by the school and the Hirer shall reimburse the school for any expense which it incurs. The school reserves the right to charge a fee in addition to the hire fee for the storage of equipment.
15. The school shall not be responsible for any article brought or left in any part of the premises, or theft or loss of, or damage to vehicles parked in any car park provided.
16. The Hirer shall comply with any reasonable instructions given by the Headteacher/Head of School, Trust HR & Business Director or other member of the School Staff.
17. Alcohol is not allowed to be sold or supplied on the premises unless prior permission is given by the school and a licence obtained by the Hirer. Illegal drugs are not to be brought onto or consumed on the school premises. Hirers wishing to sell or supply alcohol will be required to apply for a Temporary Events Notice (TEN) from Swale Borough Council. For the purpose of a TEN, a temporary event is a relatively small-scale event attracting fewer than 500 people and lasting no more than 168 hours. Failure to provide the school with a copy of the TEN will nullify the Lettings Contract.
18. There shall not be brought onto the premises anything of an inflammable, dangerous or noxious character.
19. Smoking is not allowed anywhere on the school premises at any time.
20. No nails or fastenings shall be driven into any wall, floor, ceiling or partition of the premises.

Indemnity and Insurance

21. Where the Hirer has arranged their own Public Liability Insurance they will be required to provide a copy of their Public Liability Insurance Certificate when submitting a completed Lettings Contract.
22. If the Hirer does not have Public Liability Insurance they agree to indemnify the School, its employees and agents against all actions, proceedings, claims, damages, awards or costs in respect of loss, damage, death or personal injury during the period of hire or before or after

that time if such death or injury in any way related to the hire of the premises except where such death or injury occurs as a result of the negligence or breach of duty of the Trust Board, FMAT their agents or employees. The indemnity must include fire damage to the premises and its contents.

Advertising

23. No advertising shall be permitted except without the prior written consent of the school, including via social media outlets.
24. If permission is given the Hirer must not indicate or imply (in any way) that the event is endorsed by FMAT in any advertisements.

Cancellation

25. There will be periods of unavailability throughout the year due to arrangements that are of a priority to the school. These include periods of examinations, open evenings and other school events.
26. The school reserve the right to cancel the booking at any time without notice and without assigning any reason, but will endeavour to give as much notice as possible. In such circumstances, the school will refund any monies paid in respect of the letting so cancelled but will not be responsible for any loss or expenditure whatsoever in relation to the letting which the Hirer may have incurred or be liable to pay. The school reserves the right to refuse any application for Hire as it may deem fit or withdraw permission for any letting at any time.
27. The school reserves the right to charge for a cancellation period of up to four weeks in the event that the Lettings Contract is cancelled by the hirer.
28. The applicants will complete all relevant paperwork in a true and accurate way. False information may lead to an application being terminated.