

## Use Our School Guidance sheet

### Commercial Provider – The Considerations

This guidance sheet provides advice from experienced schools on entering into a contract with a Commercial Provider.

### Things to consider

1. Take time to review offers from commercial providers, compare their deal with other similar private sector providers and visit schools which are already using their services to assess their reputation.
2. A Third party provider that provides financial investment to your site (for example a 5 aside football company) will in return expect to have an influence over the contract and also your property.
  - Consider carefully before entering into this sort of arrangement – particularly if you are Academy as you will not have the additional support of your local authority.
  - Employ the best commercial Solicitor/Lawyer you can when negotiating and formalising the contracts. It is not a role that the Governing Body should undertake on their own. A commercial provider will have the funds to employ high caliber legal advice.
  - Ensure that within the lease agreement that there are strong penalties for lease money not paid on time.
3. Agree all costs up front – don't leave anything unaccounted for or to be agreed at a later date. Agree percentage of bills/ costs that will be paid and when they will be paid by.
4. Under no circumstances allow the third party provider to run their own sub contracts from the building – such as a security contract or utility contract as you will have no influence over how these are delivered.

5. Be explicit about working practices, how many people the company are allowed on site at any one time. What are they allowed/ not allowed to sell (such as alcohol), if they are prohibited from advertising for third parties on your site (remember they have a captive audience which are your students, parents, staff and community users).
6. Ensure all their staff including casual relief staff have a criminal records check and disclosure certificates.
7. To maintain the ethos of the school you may include a requirement for the third party provider to always act in accordance with your ethos/ values (for example if you are a Faith school you might want to request that the governing body must approve all new bookings. You may wish there to be an emphasis on working with the local community rather than focusing on conferences or party lettings etc.).
8. Try to include as much detail as possible within the service level agreement – this will avoid any lengthy negotiations once the service is up and running.
  - For example agree the specific locations and specific timings for community activity such as whether or not you will be open during the Christmas holidays, what time must the facilities be closed by on an evening (you may for example, be restricted by planning conditions of a floodlit facility)
  - Agree any 'housekeeping' such as appropriate footwear, non-smoking areas, where refreshments are allowed, how the facilities should be handed back for curriculum time etc.
9. Regular communication at the right level is vital. Build into the contract a requirement for regular meetings at operational and management level and processes for communication – such as a weekly email notifying you of the community programme for the week ahead. Identify a key member of staff at a senior level as your school representative to liaise with the third party provider.

10. Ensure the third party provider have a clear policy and process for dealing with emergencies and major incidents, for example if there was an accident requiring an air ambulance landing on the site – how would the provider deal with this, do they have additional staff support they can call upon?

Remember if you are not happy with the proposed contract then walk away, if a third party provider has shown a commercial interest in your site then there are likely to be other companies who will approach you.