



THE NORTON
KNATCHBULL
SCHOOL

Lettings & Charging Policy

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| Approved by the Finance and General Purposes Committee | 12th July 2024 |
| Reviewed by | Heather Vernon (Careers Lead) Melinda Dearden (Office Manager) |
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1. Introduction

The facilities of the school will be made available for the benefit of the local community only if this is without detriment to the school or its site. To that end, use of the premises for School functions will take priority over lettings. Likewise, the school's delegated budget (which is provided for the education of its pupils) will not be used to subsidise any lettings by community or commercial organisations.

2. Definition of a Letting

A letting may be defined as "any use of the school premises (buildings and grounds) by either a community group (such as a local music group or football team), or a commercial organisation (such as the local branch of a running club). Lettings can be single use i.e., on one occasion or regular use i.e., the same day and time each week".

A letting must not interfere with the primary activity of the school, which is to provide a high standard teaching and learning environments for all its pupils.

3. Roles, Responsibilities and Administration of Lettings

The School and Governing Body is responsible for:

- a. Approving this Policy and ensuring that it is reviewed regularly.
- b. Approving the hire charges for the letting of school premises and reviewing them regularly.
- c. Setting the Terms and Conditions of Hire for lettings.
- d. Approving the Health and Safety Policy and ensuring it is reviewed regularly.
- e. Ensuring that the school has appropriate insurance arrangements in place.

4. The Lettings Team is responsible for:

The management of lettings, in accordance with the Lettings policy. The Headteacher may delegate all or part of this responsibility to other members of staff (e.g., person with responsibility for school lettings/finance), whilst still retaining overall responsibility for the lettings process.

- a. If the Lettings Team has any concern about whether a particular request for a letting is appropriate or not, they will consult with the Headteacher.
- b. Managing the day-to-day lettings of the premises and ensure effective communication between all parties concerned.
- c. Maintaining accurate records of all bookings.
- d. Confirming bookings using the Lettings Request Form template.
- e. Checking and filing insurance and safeguarding documentation provided by hirers.
- f. Arranging premises staff for lettings.
- g. Ensuring facilities are as required by hirers.
- h. Ensuring appropriate training for hirers or appropriate member of staff is present when any specialised equipment or accommodation is hired
- i. Monitoring all hirers to ensure all aspects of the contract are being adhered to and that facilities are left ready for school use.

5. The Finance Department are responsible for:

a. Raising invoices and chasing any outstanding payments.

6. Hirers are responsible for:

a. Adhering to the procedures and Terms and Conditions of Hire.

7. The Site Manager is responsible for:

- a. Ensuring that the lettings procedures are followed.
- b. That the site team are briefed on all requirements of the Hire.

8. Areas available for hire

8.1. Available areas

The school will permit the hire of the following areas:

- Sports hall
- Main Hall
- Gym
- Classrooms
- Drama Studio
- Tennis Courts
- Football Pitches
- Canteen (this does not include the catering facilities)

8.2. Charging rates

The school's lettings team can provide further information on the capacity of each area as it may vary, depending on the event. The rates for hiring each area are as follows:

(These are subject to change in January 2023 due to the energy price increases)

| AREA | MONDAY TO FRIDAY (4:30PM TO 8:30PM) | SATURDAY (8AM TO 12:30PM) OR SUNDAY (8AM TO 1:30PM) |
|--|--|--|
| Sports hall | £35 per hour | £45 per hour |
| Main Hall | £35 per hour | £40 per hour |
| Gym | £30 per hour | n/a |
| Classrooms | £20 per hour | £25 per hour |
| Drama Studio | £30 per hour | n/a |
| Canteen – (this does not include the catering facilities) | n/a | £20 per booking |
| Tennis Courts | £30 per hour | £30 per hour |
| Football Pitches | £30 per hour | £50 per hour |

8.3. Rates

The rates for hiring out different areas are listed in the table in the section above. For long-term and exclusivity bookings prices can be negotiated on a case-by-case basis.

8.4. Cancellations

We reserve the right to cancel any agreed hiring with a minimum of 10 days' notice. A full refund will be issued if we do cancel the hire. The school shall not 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.

The hirer of the premises can cancel any hire with a minimum of 10 days' notice. If less notice than this is given, the hirer shall not be entitled to a refund.

9. Review

The revenue raised from hiring out will be reviewed by the School Senior Leadership Team and will be fed into the school's financial reporting, to ensure the best value is being achieved.

10. Application process

Those wishing to hire the premises should fill out the Lettings Request Form, which you can find at the end of this policy and read the terms and conditions of hire set out in Appendix 1 (Terms and Conditions of Hire).

The hirer should fill out and sign the Lettings Request Form and submit it to the school lettings team at lettings@nks.kent.sch.uk. Approval of the request will be determined by the school's lettings team.

If the request is approved, the school will contact the hirer via email. The school will send 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, DBS and their safeguarding procedures as required.

The school reserves the right to decline any applications at its absolute discretion, in particular, where the organisation does not uphold the values of the school, or reputational damage may occur.

Appendix 1

Terms and Conditions of Hire

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.

1. "Hirer" means the person or entity identified in the relevant hire request form.
2. The hirer shall pay the full amount as stipulated by the school and shall not be entitled to set off any amount owing to the school against any liability, whether past or future, of the school to the licence.
3. The hirer shall occupy the facilities of the premises agreed upon as a non-exclusive licence and no relationship of landlord and tenant is created between the hirer and the school by this licence.
4. The hirer shall not sub-licence any of the premises under the licence.
5. 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.
6. Any additional uses of the premises not agreed in writing by the school will result in the immediate termination of the licence.
7. The school shall retain control, possession and management of the premises and the hirer has no right to exclude the school from the premises.
8. 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 and must take out its own public liability insurance with a reputable insurer approved by the school and, where requested by the school, shall provide of copy of the relevant insurance certificate on completion of the Lettings Request Form.
9. 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 school in relation to the premises.
10. The hirer shall indemnify and keep indemnified the school from and against:
 - a. any damage to the premises or school equipment.
 - b. any claim by any third party against the school; and
 - c. 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
11. 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 school 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 school by the hirer under the licence.

12. Any cancellations by the hirer received with less than 10 days' notice will not be refunded.
13. Any cancellations by the school made with at least 10 days' notice will be refunded.
14. The hirer will read the emergency evacuation procedures and be ready to follow them in the event of a fire or other similar emergency.
15. The hirer will leave the premises in the condition they were found in, leaving the area clean and tidy and not leaving any of their own equipment behind.
16. The hirer shall not display any advertisement, signage, banners, posters or other such notices on the premises without the prior written agreement from the school.
17. If the hirer breaches any of the terms and conditions the school reserves the right to terminate the licence and retain any fees already paid to the school, without affecting any other right or remedy available to the school under the licence or otherwise.
18. The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.
19. The hirer will acquire all appropriate additional licences for any activities they are running, including those required for use of any third-party intellectual property.
20. The hirer is responsible for carrying out any risk assessments of the premises relating to the activities they are running.
21. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.
22. This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.
23. The school 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.
24. For all weekend ad hoc bookings, a deposit of £250 will be required, this will be retained if the site is not clean, cleared and vacated at the agreed time and that no damage has occurred.
25. Payment for the hiring of facilities will be invoiced on the 8th of each month for long term lettings. Ad hoc lettings will be invoiced for full payment 14 days prior to the event. Cheques must be made payable to The Norton Knatchbull School. In the event of payment not being received the letting may be cancelled. A £250 deposit on booking is required for all ad hoc lettings before booking can be confirmed.
26. Although extremely unlikely, the School's Leadership/Governors reserve the right to cancel any letting without giving any reason. Under these circumstances ONLY all fees paid for

that occasion will be returned. The School Leadership/Governors will not be responsible for any expense incurred.

27. The hirer is responsible for ensuring that all electrical equipment brought into the school meets current safety standards. All electrical equipment must be tested by the school's site manager prior to be used.
28. On days when school is in session, no article (such as equipment, pianos, tables, flowers etc.) may be delivered at the school before 4.30 pm without the permission of the Headteacher. Alcoholic drinks may not be brought onto the premises while the school is in session and minors are present, and all empty containers, crates etc. must be removed from the premises at the end of the letting.
29. No guarantee is given in respect of the number of chairs/table available. No transfer whatsoever of furniture may be made. The hirer may only use school furniture or school equipment which is located in the area hired.
30. Often the Hirer of a facility will require furniture and/or equipment to be laid out in a particular way. Such layouts are the responsibility of the Hirer together with the reinstatement of the furniture and/or equipment to its original position. School caretaking staff may be available to help if this does not conflict with other duties and should be requested at least 3 days in advance of the event. If the caretaking help is required outside of the period specified for the letting, then the time which is taken by the school staff may be charged at the hourly rate as though the letting period were extended.
31. No items of a flammable, dangerous or noxious character may be brought on the premises including fireworks, confetti, or gas without the approval of the site manager.
32. Smoking is not permitted within any part of the school building or on the school site.
33. No dogs are allowed on the premises with the exception for Guide Dogs.
34. The Hirer will be permitted to use official parking areas on the school site during the period of the letting. However, there are areas of the school where parking is not permitted for safety and other reasons, and these areas must not be used. Vehicles must not be left on the school site outside of the period of the letting. Vehicles should not be driven onto the playing fields. The school will not accept **liability** for any accidents, damage or loss incurred whilst parked on this site. The users of this car park do so at their own risk.
35. Letting School Sports Areas. The hirer must ensure that their use of a sports area will not prejudice its use for the normal school purposes. Appropriate footwear should be worn with non-marking soles.

11. General Statement – Health & Safety at Work Act

The Health and Safety at Work Act imposes duties in relation to those who are not their employees, on persons having control over places of work or places where plant or substances are used and on anyone who by virtue of a contract of tenancy has an obligation in relation to the maintenance or repair of such a place. The duties are to ensure, so far as is reasonably practicable, that the places, the means of access thereto or egress therefrom are safe and without risks to health.

12. Safeguarding

The school is dedicated to ensuring the safeguarding of its pupils at all times.

It is the responsibility of the hirers to ensure that safeguarding measures are in place whilst using the school's facilities.

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), we will ask for confirmation that the hirers have had the appropriate level of DBS check.

13. Complaints Procedure

In the event of the hirer being dissatisfied with the facilities or service, the school will investigate in accordance with the school's Complaints Policy and Procedure which can be found on the school's website.