

Lettings Policy

(includes guidance for COVID-19)

The Kimberley School



Approved by:	Full Governing Body	Date: September 2021
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1. Aims and scope

This version of our policy applies for the academic year 2021-2022 and whilst COVID-19 remains a risk.

We aim to:

- Make sure the school's premises and facilities can be used, where appropriate, to support community or commercial organisations
- 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 school's primary purpose of providing education to its students
- Hire out facilities in a way that is safe, within current legislation and following government guidelines whilst COVID-19 remains a risk

2. Areas available for hire

2.1 Available areas

The school will permit the hire of the following areas:

- Hall 1 and Hall 2
- Classrooms in Main School
- Grass Pitches
- 3G Pitches
- Grassed area
- Tennis/Basketball hard courts
- Gym
- IT classrooms
- Community Room

The type of activities allowed in these areas will depend on latest national and local government guidance on COVID-19, including on protective measures and social distancing.

2.2 Capacity and charging rates

All capacity numbers below will be subject to the latest government guidance and local guidance on COVID-19, including protective measures and social distancing for the activity that is taking place.

The maximum capacity and rates for hiring each area are as follows:

Area	Capacity	Cost Per Hour
Hall 1	Capacity to seat 200 (18m x 9m)	£35 evenings and weekends
Hall 2		£30 evenings and weekends
Classrooms	Capacity to seat 30 classroom style	£20 evenings and weekends
Grass Pitches x 6	5 a side 7 a side	£25 Weekday/Weekend £28 Weekday/Weekend

Area	Capacity	Cost Per Hour
	9 a side 11 a side Junior 11a side Adult	£30 Weekday/Weekend £33 Weekday/Weekend £52 Weekday/Weekend
Grass Area (not pitches)		£10 Weekday/Weekend
Basketball/Tennis hard court areas	3 courts available	£12 Weekday/Weekend
3G Pitch A For 11 a side games	1/3 Pitch Full Pitch Full Pitch (match rate)	£40 Weekday/Weekend £60 Weekday/Weekend £100 Weekday/Weekend – NB for 2 hours
3G Pitch B & C For 5 a side games	Full Pitch	£40.00 Weekday/Weekend
Gym	For indoor sports	£18.50 Weekday/Weekend
IT Classrooms (3 available)	25 workstations per room	£35 Weekday/Weekend per room per hour
Community Room	Capacity to seat 20 boardroom style	£20 Weekday/Weekend for business use £10 Weekday/Weekend for community use

3. Charging rates and principles

3.1 Rates

The rates for hiring out different areas are listed in the table in the section above. We 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.

3.2 Cancellations

We reserve the right to cancel any agreed hiring with a minimum of 5 days notice. However, the school also reserves the right to cancel lettings at short notice if it is linked to a coronavirus (eg due to a local lockdown, or suspected/confirmed case on the premises and in accordance with guidance from Public Health England). A full refund will be issued if we cancel a 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 5 days notice. If the Hirer has had to cancel a booking due to a local lockdown or if there is a suspected/confirmed case among the hiring group, the Hirer is requested to provide as much notice as possible and provide appropriate evidence.

3.3 Review

The revenue raised from hiring out will be reviewed by the Business and Operations Manager and will be fed into the school's financial reporting, to ensure best value is being achieved. Charges will be reviewed by the Governing Body on an annual basis.

4. Application process

Those wishing to hire the premises should visit www.schoolhire.co.uk and click on the 'Book Now' option. Please read the information regarding the facility carefully noting pricing options and capacity. Please also read the terms and conditions of hire set out in section 5.

The booking request will be submitted online and approval of the request will be determined by one of our Lettings Assistants. Payment details will be completed during the provisional booking, however payment will not be taken until the booking has been confirmed.

If the request is approved, we will contact the hirer to confirm arrangements for the date and time in question. We will also send on 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.

We reserve the right to decline any applications at our absolute discretion, in particular where the organisation does not uphold the values of the school, where reputational damage may occur, or where we feel the activity does not adhere to the latest government safety advice.

5. 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 licensee.
 3. 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 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 enforcing COVID-19 protective measures in line with the latest government guidance and shall be responsible for those in attendance during the specified time.
 9. The hirer 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 no less than 10 days before the start date of the licence.
 10. 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.
 11. 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
 12. 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.
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13. We reserve the right to cancel any agreed hiring with a minimum of 5 days notice. However, the school reserve the right to cancel lettings at short notice if it is linked to coronavirus (e.g. due to a local lockdown, or suspected/confirmed case on the premises). A full refund will be issued if we do cancel a 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.
14. The Hirer of the premises can cancel any hire with a minimum of 14 days notice to the school. If the Hirer has had to cancel a booking due to a local lockdown or if there is a suspected/confirmed case among the hiring group, the Hirer is requested to provide as much notice as possible and appropriate evidence. A full refund will be given for cancellations with more than 7 days notice in these circumstances or 50% will be charged for less than 7 days notice or but more than 5 days notice and 100% will be chargeable for less than 5 days notice.
15. The hirer will read the emergency evacuation procedures and be ready to follow them in the event of a fire or other similar emergency.
16. The hirer will leave the premises in the condition it was found in, leaving the area clean, tidy and orderly state and not leave any of their own equipment behind. The school will be responsible to conduct a post letting clean, following our COVID-19 Risk Assessment guidelines.
17. The hirer shall ensure that the premises are vacated promptly at the end of the letting. The hirer will be responsible for supervising any children taking part in an activity until a responsible adult collects them.
18. The Hirer shall at the expiration of the hiring leave the School premises in a clean and orderly state. There is no legal requirement for the school to provide first aid facilities for the hirer. It is suggested that the hirer makes their own arrangements. Use of the schools' resources is not available. Teams using the football pitches are expected to make their own arrangements for ensuring adequate first aid provision and resources.
19. 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
20. Smoking is not permitted on the school premises or grounds.
21. 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.
22. The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.
23. 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.
24. The hirer is responsible for carrying out any risk assessments of the premises relating to the activities they are running. This includes a risk assessment for COVID-19. The hirer and the individuals participating are responsible for adhering to the latest government guidelines on COVID-19 and social distancing at all times.

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26. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.
27. The school's premises hire policy, the relevant hire request form submitted on School Hire and the relevant hire confirmation email issued by the school shall apply to and are incorporated in the licence.
28. This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.
29. 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.

6. Safeguarding

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

It is the responsibility of the hirers to ensure that safeguarding measures are in place while hiring out the space.

If there is a chance that those hiring the premises will come into contact with students, for example if the hire occurs during school hours, or when students 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 and may seek to make arrangements for restriction of access to certain areas of the school to protect the welfare of our students. .

7. Monitoring arrangements

We will review and update this policy when the guidance on which it is based changes or when this version of the policy otherwise stops being applicable, such as where COVID-19 is no longer a risk.

Any updates to this policy will be shared and approved by Governors.