



**THE NORTON KNATCHBULL SCHOOL**  
**ACADEMY TRUST**

**PREMISES HIRE POLICY**

Reviewed by	Headteacher
Approved by	Finance & General Purposes committee
Date approved	27 <sup>th</sup> January 2022
Date of Review	July 2022

## **1. Aims**

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 pupils

## **2. Areas available for hire**

### **2.1 Available areas**

The school will permit the hire of the following areas:

- Sports hall
- Main Hall
- Library
- Classrooms
- Playing fields
- Gym
- Drama Studio
- Conference Room (B12)

### **2.2 Charging rates**

The school's Development and Communications Manager 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:

AREA	DAY & TIME	HIRE CHARGE
Sports hall	Mon–Fri 4pm-10pm	£35 (first hour) £20 each hour after
Sports Hall	Saturday or Sunday 9am-6pm	£45 (first hour) £30 each hour after
Main Hall	Mon-Fri 4pm-10pm	£30 (first hour) £25 each hour after
Main Hall	Saturday or Sunday 9am-6pm	£50 (first hour) £35 each hour after
Main Hall	Saturday or Sunday 6pm-11pm	£60 per hour
Gym	Mon-Fri 4pm-10pm	£30 (first hour) £15 each hour after
Classrooms	Saturday or Sunday 9am-6pm	£30 (first hour) £20 each hour after

AREA	DAY & TIME	HIRE CHARGE
Drama Studio	Mon-Fri 4pm-10pm	£35 (first hour) £20 each hour after
Conference Room	Mon-Fri 4pm-10pm	£20 per hour

### **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 10 days' notice. 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.

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

#### **3.3 Review**

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

### **4. Application process**

Those wishing to hire the premises should fill out the hire request form, which you can find at the end of this policy and read the terms and conditions of hire set out in section 5.

The hirer should fill out and sign the hire request form and submit it to the school. Approval of the request will be determined by the school's Development and Communication Manager.

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 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.

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.

### **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 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 no less than 10 days before the start date of the licence.
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 it was 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 licenses 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. The school's premises hire policy, the relevant hire request form submitted by the hirer and the relevant hire confirmation letter issued by the school shall apply to and are incorporated in the licence.
23. This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.
24. 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.
25. For all bookings a deposit of £100 will be required, this will be retained if damages occur.
26. Payment for the hiring must be made on demand and addressed to the Finance Officer. Cheques must be made payable to The Norton Knatchbull School. In the event of payment not being received the letting may be cancelled. A deposit of 50% of the total charge is required on booking the facility; the remaining 50% will be invoiced 30 days prior to the hiring. Alternative arrangements will apply for regular lettings.
27. Although extremely unlikely, the School 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 Governors will not be responsible for any expense incurred.
28. 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.
29. 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 Head. 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.
30. 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.
31. 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.
32. No highly inflammable substances/materials or dangerous equipment shall be used on the premises.
33. Smoking is not permitted within any part of the school building or on the school site.
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.

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.

## **GENERAL STATEMENT – HEALTH AND 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 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 therefore are safe and without risks to health.

### **6. 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 while hiring out the space.

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.

## **Appendix 1: Covid 19 Pandemic**

During the Pandemic there will be additional measures which need to be taken by NKS and any future hirers. It is vital both parties adhere to published government guidelines.

The School has its on COVID risk assessment. All hirers to have their own COVID risk assessments, informed by their governing bodies and/or appropriate organisations. These risk assessments must be shared with the School.

If there is a suspected case of Covid 19 within the hiring organisation, NKS should be informed immediately so that the necessary measures can be taken.

During the Covid 19 pandemic there will be an additional cleaning charge applied to the standard hire to ensure our users and students are kept safe. This will enable appropriate additional cleaning of the areas used to take place.

**APPLICATION FOR THE HIRE OF AN EDUCATIONAL ESTABLISHMENT**

The Norton Knatchbull School  
Hythe Road, Ashford, Kent TN24 0QJ  
Telephone: 01233 620045 Fax: 01233 633668

Name of Hirer/Organisation	
Address:	
Telephone:	Contact Name:
E-mail:	
Purpose of Hiring:	
Maximum number of persons:	
Accommodation required:	
Dates of use:	
Time(s) including preparation:	
<b>THE PREMISES MUST BE CLEANED, CLEARED AND VACATED BY THE END TIME.</b>	
Request for Disabled Facilities: (We will try to accommodate your requirements)	
Do you wish to serve refreshments:	
Insurance cover: evidence required, minimum of £5m cover Cover may be available through the school's policy; the cost is 5% of the hire charge.	
<i>Caretaker cover will be provided automatically in order to maintain security</i>	
Please complete and return this form, together with proof of insurance cover, if available, to The Norton Knatchbull School. This form will be authorised, the cost confirmed and returned for your records.	
<b>DECLARATION BY HIRER</b>	
I hereby apply to use the above facilities on the dates and times shown and agree to be bound by the Terms and Conditions of Hire attached and with the instructions of any of its officers. On behalf of the organisation named above I agree to pay the charges including/excluding* insurance upon receipt of the invoice.	
Name.....	Signature .....
Position.....	Date .....
<b>APPROVAL IS GIVEN FOR THE ABOVE LETTING</b>	
The charge for the letting will be £ including/excluding insurance cover for the event. If the school is not vacated by the time shown then a charge of £100.00 for each hour or part thereof will be made.	
Mrs J Billingham-Smith, Development and Communications Manager On behalf of the Governing Body	

\*Please delete as required