



# The Minster School

## Lettings Policy

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|--|-------------------------|
| <b>Approved by: Robert Beckett</b><br><b>Chair FGP&amp;P Committee</b> | <b>Date: 07/11/2023</b> |
| <b>Committee</b>   | FGP&P                   |
| <b>School Lead:</b>  | School Business Manager |
| <b>Last reviewed:</b>  | Autumn 2023             |
| <b>Next review due:</b>  | Summer 2024             |

*Succeeding Together*

*"Whatever you do, work at it with all your heart, as though you were working for the Lord" Colossians 3:2*

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## 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:

- Hall
- Theatre
- Recital Hall – including piano
- Sports Hall
- Gymnasium
- Changing Rooms
- Dining Breakout Space
- Post 16 café or equivalent space
- Hall Breakout Space
- Drama Room 1
- Drama Room 2
- Classrooms
- Artificial Turf Pitch (AWP)
- Multi Use Games Area
- Grass Pitches

### 2.2 Charging rates

See appendix 1

## 3. Charging rates and principles

### 3.1 Rates

The rates for hiring out different areas are listed in the tables in appendix 1. 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 and only if there is no cost incurred by the school.

An inflationary increase will be made annually to the charges. Increases will be rounded up to the nearest 50p.

### 3.2 Cancellations

We reserve the right to cancel any agreed hiring with a minimum of 2 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 2 days' notice without charge. If less notice than this is given, the hirer will be liable for the full cost of the letting.

## 4. Application process

Those wishing to hire the premises should Email a request to [lettings@minster.notts.sch.uk](mailto:lettings@minster.notts.sch.uk) to outline their requirements and request an account to be set up. This will allow users the ability to book and pay online. Approval for bookings of a nonstandard nature will be approved by the School Business Manager.

If the request is approved, we will contact the hirer with details of how to submit payment and plan for the date and time in question. We will also 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.

If the hirer wishes to host a large event or show with the anticipation of many visitors, then an in-person site meeting will need to be arranged to discuss your requirements and relevant Health and Safety compliance and site management needs.

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, 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 original hire request, any omissions may result in additional charges and or cancellation of future events.
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 a copy of the relevant insurance certificate no less than 10 days before the start date of the hire.

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 2 days' notice will not be refunded.
13. Any cancellations by the school made with at least 2 days' notice will be refunded.
14. The hirer will read the emergency evacuation procedures and be ready to follow them in a fire or 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 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 not permitted to drink or sell alcohol on the premises unless prior agreement has been given and the appropriate licenses have been purchased by the hirer.
21. The school is a non-smoking and non-vaping site. The hirer is not permitted to use any of the site buildings or outside areas to smoke or use electronic cigarettes (Vaping).
22. The hirer is responsible for carrying out any risk assessments of the premises relating to the activities they are running.
23. The hirer shall comply with all applicable laws and regulations relating to their use of the premises.
24. The school's premises lettings policy, the relevant hire request submitted by the hirer and the relevant hire confirmation issued by the school shall apply to and are incorporated in the licence.
25. This licence shall be governed, construed, and interpreted in accordance with the laws of England and Wales.
26. The school and the hirer irrevocably agree that the courts of England and Wales shall have exclusive authority to settle any dispute or claim arising from this licence.

## 6. Safeguarding

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

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

It is unlikely but 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 or your movement around the school will be supervised.

The DSL (Designated Safeguarding Lead) may decide because of the nature of the hire or services provided that the schools safeguarding training will need to be completed by the hirer to comply with Keeping Children Safe in Education (KCSIE).

## Appendix 1: Scale of Charges 2023/2024

The charges in this Policy take effect from 1st September 2023.

### All Prices are for a minimum of 1 Hour

see \* below for extending beyond 10.00pm

|                               | Mon-Fri | Saturday | Sunday |
|-------------------------------|---------|----------|--------|
| Hall                          | £21.50  | £27.00   | £32.50 |
| Sports Hall                   | £27.00  | £32.50   | £37.50 |
| Theatre                       | £21.50  | £27.00   | £32.50 |
| Gymnasium                     | £21.50  | £27.00   | £32.50 |
| Recital Hall - includes piano | £21.50  | £27.00   | £32.50 |
| Hall Breakout Space           | £21.50  | £27.00   | £32.50 |
| Dining Breakout Space         | £17.50  | £21.50   | £27.00 |
| Post 16 Café or equivalent    | £17.50  | £21.50   | £27.00 |
| Classroom                     | £17.50  | £21.50   | £27.00 |

**\* For each hour or part thereof for lettings that continue after 10.00pm there will be an additional charge of:**

| Mon-Fri | Saturday | Sunday |
|---------|----------|--------|
| £32.50  | £43.50   | £54.50 |

## OUTSIDE FACILITIES

### ONE HOUR SESSIONS

#### Artificial Turf Pitch (All weather pitch)

|                                     | Mon-Fri<br>18:00 –<br>21:30 | Saturday<br>8:30 16:00 | Sunday<br>8:30 16:00 |
|-------------------------------------|-----------------------------|------------------------|----------------------|
| AVAILABLE HOURS                     |                             |                        |                      |
| Hockey or Football full sized pitch | £53.00                      | £65.50                 | £81.00               |

### ONE HOUR SESSIONS

#### Multi Use Games Area

|                                     | Mon-Fri<br>18:00 –<br>21:30 | Saturday<br>8:30 16:00 | Sunday<br>8:30 16:00 |
|-------------------------------------|-----------------------------|------------------------|----------------------|
| AVAILABLE HOURS                     |                             |                        |                      |
| Tennis court x 1                    | £27.00                      | £29.00                 | £37.00               |
| Netball court x 1                   | £27.00                      | £29.00                 | £37.00               |
| Book all 3 Tennis or Netball courts | £53.00                      | £65.50                 | £81.00               |

## Grass Pitches

|                                 | <b>Mon-Fri<br/>18:00 –<br/>21:30</b> | <b>Saturday<br/>8:30 16:00</b> | <b>Sunday<br/>8:30 16:00</b> |
|---------------------------------|--------------------------------------|--------------------------------|------------------------------|
| <b>AVAILABLE HOURS</b>          |                                      |                                |                              |
| Rugby full size pitch           | £59.50                               | £65.50                         | £74.50                       |
| Rugby under 16's                | £29.50                               | £38.00                         | £53.00                       |
| Football grass pitch            | £59.50                               | £65.50                         | £74.50                       |
| Football grass pitch under 16's | £29.50                               | £38.00                         | £53.00                       |