



Sport@Kenton Lettings Policy

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Control Sheet

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Version 1	March 2025		New Trust Policy

SCHOOL LETTINGS POLICY INCLUDING TERMS AND CONDITIONS FOR THE HIRE OF THE SCHOOL PREMISES

INTRODUCTION

Northern Leaders Trust regards the school buildings and grounds as a community asset and will make every reasonable effort to enable them to be used as much as possible.

Within the context of Keeping Children Safe in Education, the Trust will endeavour to maximize the use of the premises to support the local families, services and community, with first priorities for providing the best possible education for its pupils. Any lettings of the premises to outside organisations will be considered with this in mind. Lettings must not conflict with the work of the School, the interests of its students or the wellbeing and workload of its staff.

This policy is therefore expected to assist this and provide advice on:

1. Definition of a school letting
2. Types of agreement
3. Governance
4. Administrative process
5. Matters for consideration, including Finance issues, public liability, health and safety and other matters

Definition of school lettings

A letting may be defined as “any use of the school premises (buildings and grounds) by either individuals or community group (such as a dance group or football team), or a commercial organisation (such as the local branch of ‘slimming world’)”. A letting must not interfere with the primary activity of the school, which is to provide a high standard of education for all its pupils. Use of the premises for activities such as staff meetings, parents’ meetings, trustee and governors meetings and extra-curricular activities of pupils supervised by school staff, fall within the corporate life of the school. Costs arising from these uses are therefore a legitimate charge against the school’s delegated budget.

Policy Objectives

The Trust adopt and endorse the School’s Letting Policy and recognise the principles therein, namely:

- The school represents a significant capital investment and should be fully utilized.
- The school is a valuable community resource
- Educational usage of the school constitutes a natural priority
- The school’s budget, which is intended for the teaching and learning of its pupils, should not be used to subsidise the community use of the building
- That profit from private or commercial lettings should be used to pay for running costs and maintenance.

Priority Usage

The Trust has adopted the following categories of users, in priority order:

1. Statutory users – school, staff, trustees and governors
2. Designated users – regular community user groups
3. Private and commercial users

Types of Lettings

The Trust has agreed to define lettings under the following categories:

- School Lettings for activities for pupils or their parents and carers that provide educational benefit to pupils, which the school wishes to subsidise

- Community Lettings for other community activities which should be made on the basis of full cost recovery
- Private lettings will be charged on a cost plus an income margin for the school.

Conduct of users

This is set out in the Terms and Conditions for use of school premises.

Management of lettings

The Trust has delegated day-to-day responsibility for school lettings to the Sports Centre Manager.

Considering applications for lettings

Organisations seeking to hire the school premises should contact sport@Kenton (sport@kenton.newcastle.sch.uk). Details of charges and conditions of use should be given or referred to.

The Sports Centre Manager will decide on the application with consideration to:

- The priorities for lettings agreed by the Trust and set out in the school's lettings policy
- The availability of the facilities and staff
- The schools equal opportunities, health and safety, child protection policies
- The health and safety considerations such as numbers of users, type of activity etc.

Issuing a Lettings Contract

Once a letting has been approved, the booking form should then be signed and returned to sport@Kenton. Sport@Kenton shall be in receipt of these signed copies before a letting takes place.

The person applying to hire the premises will be invoiced for the cost of the letting, in accordance with the Trust's current scale of charges. Where appropriate, we will seek payment in advance in order to reduce any possible bad debts and or a deposit to cover damage.

Charges

The Trust is responsible for setting charges for the letting of the school premises. These are set out in the Schedule of Charges for Community Use.

The scale of charges will be reviewed annually by the Trust for implementation from the beginning of the next financial year, with effect from 1st April of that year. Details of current charges will be provided in advance of any letting being agreed.

The minimum hire period will be one hour. The school reserves the right to require a deposit over and above the hiring charge as a surety against damage to the premises (including any equipment) or the premises being left in an unacceptable condition necessitating their incurring additional cost for cleaning, caretaking or other expenses. The school will seek to recover any cost incurred by the school that are unavoidable and result directly from the cancellation of a letting. The timescale and charges for cancellations are set out in the Terms and Conditions of use.

Charges for a Letting

The income and expenditure relating to lettings should be clearly recorded by the school and reported under the guidelines for Consistent Financial Reporting.

The Sports Centre Manager has the right to refuse an application, and no letting should be regarded as “booked” until approval has been given in writing and payment received in full. The reason for refusals should be recorded and fully explained to the enquirer.

All lettings fees which are received by the school will be paid into the school’s individual bank account, in order to offset the costs of services, staffing etc (which are funded from the school’s delegated budget). Income and expenditure associated with lettings will be regularly monitored to ensure that at least a “break even” situation is being achieved.

The school must ensure that the Hirer has ensured that the number of persons using the premises does not exceed that for which the application was made and approval given, and that all terms and conditions are being adhered to, including responsibility for payment of all fees or other sums due in respect of the letting.

VAT

In general, the letting of rooms for non-sporting activities is exempt VAT, whereas sports lettings are subject to VAT (although there are exemptions in certain circumstances). Clarification should be obtained from VAT Officer. There are no VAT remissions for ‘Not for Profit’ companies limited by guarantee.

Public Liability and Accidental Damage Insurance

As an alternative to asking each Hirer to separately arrange public liability (to £5 million), employer liability (to £10 million) and accidental damage insurance, it is possible for the Trust to take out a single insurance policy covering all lettings, and then to recoup the cost of the insurance premium via the lettings fee. The school will obtain confirmation that the Hirer has public liability insurance and appropriate insurance for any additional items brought into the school.

It is the Hirer’s responsibility to ensure that all those attending the premises are made aware that they do so entirely at their own risk. A risk assessment will be conducted for each hiring/ activity by both the school and Hirer together if necessary. Copies must be given to the Hirer and kept on file in school.

The Hirer warrants to the Trust that it has appropriate public liability insurance to cover all its legal liabilities for accidents resulting in injuries to persons (including all participants in the activity for which the premises are being hired), and/or loss of or damage to property, including the hired premises, arising out of the letting. The minimum limit for this insurance cover is £2 million. The Hirer must produce the appropriate certificate of insurance cover before the letting can be confirmed.

Neither the school, nor the Local Authority, will be responsible for any injury to persons or damage to property arising out of the letting of the premises.

Safeguarding at Northern Leaders Trust

Lettings will not be made to persons under the age of 18, or to any organisation or group or individual with an unlawful or extremist background or to anybody to whom the school does not wish to hire the premises. A contractors compliance form may need to be completed.

It is the responsibility of the school to ensure that the Hirer has ensured adequate supervision, ratios, Safeguarding Policy and a named Safeguarding Lead.

These checks will be made prior to the commencement of any letting.

The school will ensure that any Hirer shall not sub-let the premises to another person. If any allegation is made about the conduct of someone hiring the premises, the school will follow its safeguarding policy and procedure, including informing the LADO.

We work closely with the Newcastle Safeguarding Children's Partnership and adhere to the requirements set out in Keeping Children Safe in Education to ensure that the Trust, employees, commissioned or contracted agents, volunteers and adult participants are aware of their responsibilities to safeguard children and vulnerable adults, and provide the following:

- Safe recruitment / selection practice (including but not only rigorous checking of applications, CVs, references and appropriate Enhanced DBS checks) – including the training of those who recruit staff to work with children or vulnerable adults
- Clear expectations on staff with regard to personal conduct and promoting the well-being of children and adult service users
- Good induction systems and ongoing training / updates for staff (and others) in minimum standards in child protection
- Awareness of local procedures and systems for information sharing and referral e.g. for investigating allegations of harm or misconduct to children by persons in positions of trust
- Clear and accessible staff Safeguarding and Child Protection, Disciplinary, Complaints and Whistle-blowing policies and procedures (see website)
- Good record keeping (including decision-making about concerns / allegations)
- Regular audits of the above to ensure compliance
- Leadership / accountability in a named senior manager and clear access to specialist advice about child protection or the protection

Access

Schools should consider the need for Hirers to comply with the Disability Equality Scheme and make reasonable adjustments. Where this is a strength of the school accommodation, this should be made explicit. However, the responsibility for making sure the accommodation is suitable for the needs of all users, is the responsibility of the Hirer and not the school. Schools are to consider exclusions, whilst also considering Equal Opportunities / Freedom of Expression Rights. It is the responsibility of the Hirer to make a prior judgment before the booking as to whether the facilities available at the school are suitable for disabled access.

Copyright or Performing Rights

The school is not responsible for infringements of any subsisting copyright or performing right, and the Hirer must indemnify the Local Authority against all sums of money which the LA may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire. Schools are responsible for the management and documentation records PRS & PPL.

Electrical Equipment

Any electrical equipment brought by the Hirer onto the school site **MUST** comply with the LA code of practice for portable electrical appliance equipment. Equipment must either have a certificate of safety from a qualified electrical engineer or be inspected by the LA prior to use and certified fit for use. The intention to use any electrical equipment must be notified on the application form.

Furniture and Fittings

The Hirer shall pay the cost of any reparation required. No stiletto or any type of thin heel is to be worn. If activities involve outdoor use, Hirers should ensure footwear is cleaned before re-entering the premises. Any damages or broken equipment must be reported to the school or

caretaker, whether caused by the Hirer or otherwise, as good vigilance will ensure the safety of all other users.

First Aid Facilities

There is no legal requirement for the school to provide first aid facilities for the Hirer. It is suggested that the Hirer makes its own arrangements. However sport@kenton will provide first aid treatment if requested.

Food, Smoking, Drink & Drugs

No food or drink may be prepared or consumed on the premises without the direct permission of the Trust, in line with current food hygiene regulations. All litter must be placed in the bins provided. No intoxicants/ unlawful drugs shall be brought on to or consumed/ used on the premises. The whole of the school premises, including the external areas, is a non-smoking area, and smoking is not permitted.

School Equipment

This can only be used if requested on the bookings form, and if its use is approved by the Sports Centre Manager. Responsible adults must supervise the use of any equipment which is issued and ensure its safe return. The Hirer is liable for any damage, loss or theft of school equipment it is using, and for the equipment's safe and appropriate use. Use of light or fixed catering / cleaning equipment is limited, and the Hirer will need to demonstrate a competence level for use of equipment, plant or other issues on food hygiene standards. Untrained or inappropriate use of equipment may lead to damage to floors etc or render the equipment inoperable causing service delivery disruption the following day.

Vacation of Premises

The Hirer shall ensure that the premises are vacated promptly at the end of each period of use or letting. The Hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult. Additional charges will be made where the Sports Centre Staff are unable to lock up whilst the Hirer ensures children are safely vacated beyond the time agreed in the letting agreement.

Behaviour

The school must take appropriate measures to ensure that the Hirer is responsible for ensuring adequate supervision and preservation of good order for the full duration of the letting and until the premises are vacated, also the prevention of overcrowding and keeping clear all gangways, passages and exits.

Sport@Kenton takes it very seriously if a member of staff is treated in an abusive or violent way.

All of our staff aim to be polite, helpful and sensitive to all users. Aggressive behaviour, be it violent or abusive, will not be tolerated and will result in you being asked to leave the premises. If you refuse to leave then the police will be contacted.

In order for Sport@Kenton to maintain good relations with the public, we would like to ask that you read and take note of the occasional types of behaviour that would be found unacceptable:

- Using bad language or swearing at staff
- Any physical violence towards a member of staff
- Verbal abuse towards the staff in any form including verbally insulting the staff
- Racial abuse and sexual harassment will not be tolerated

- Persistent or unrealistic demands that causes stress to staff will not be accepted
- Causing damage/stealing from the centre, staff or users

We ask you to treat our staff courteously at all times

Promotional Literature/Newsletters

A draft copy of any information to be distributed to participants or through the school must be sanctioned by the Principal at least seven days prior to distribution by the Hirer.

The school will be responsible for communicating arrangements for out of hours, school closure, keys and alarms, checking and switching off technical equipment, explaining fire procedures & fire risk assessments and ensuring appropriate risk assessments are completed. The school will also be responsible for checking fixtures & fittings before and after the letting, and keeping signed copies of the Lettings Agreements.

The school is responsible for annual checks of fire equipment and displaying arrangements for fire safety.

Whilst transportation arrangements between establishments are the responsibility of the Hirer, the school will monitor the effectiveness of arrangements from time to time.

Quality of Service

From time to time, staff, Trustees and Governors have the right to monitor the activities to ensure quality of service/ activity operating from the premises, and ask the Hirer to provide data on the number and type of users, in relation to the Local Authorities monitoring of the Children & Young Peoples Plan and city wide priorities.

Lettings Charges From April 2024 for private users

Fitness	Fitness Suite		
	Standard	No Joining Fee	£15.00
	Annual	Standard Membership	£150.00
	Pay as You Go	No Joining Fee	£3.00
	Induction	Fixed Price	£5.00
Fitness Opening times Monday - Friday 4pm – 9.30 pm Saturday & Sunday 09:00 – 17:00			
Sports Hall	multi sports	1 court only	£11.00
	5-a-side/Netball	Half Hall	£35.00
	Netball	Full Size (4 bad courts)	£46.00
	Basketball	Half Hall	£35.00
	Basketball	Full Size (4 bad courts)	£46.00
	Badminton	Per Court	£10
	Table Tennis	Per Table	£10
	Short Tennis	Per Court	£10
	Trampoline	Per Bed	£10.00
	Sports Hall	Whole	£70.00
	Sports Hall	Half Hall	£35.00
	Price per hour to include set up & take down		
Indoor	Dance Studio	From	£25.00
	Gymnasium	From	£25.00
	Flexi	Single	£15.00
	Flexi	2 Flexi rooms	£20.00
	Flexi	3 Flexi Rooms	£25.00
Price per hour to include set up & take down			
All	5-a-side 3G	Third of a pitch	£35.00
	Tennis	Per court	£6.00
	Netball Court	Per court	£20.00
	Full 3G	Full pitch	£75.00
Price per hour to include set up & take down			
Equipment & Parties			Cost
	Racket	Hire	£0.50
	Football	Hire	£1.00
	Balls / Shuttles	Pk6	£0.50
	BIBS	Per 12	£1.00
	Cones	SET	£1.00
	Locker	Key	£0.00
	Inflatable party		£150.00
	Football Party		£80.00

North block and School areas	North Block Gymnasium	From	£25.00ph
	North Block Main Hall	From	£40.00ph
	School Hall	From	£40.00ph
	School Classrooms	From	£10.00ph
	School Café Area	From	£20.00ph