



**The
Whitstable
School**

Swale
ACADEMIES
TRUST

Lettings Policy

2025/26

Equalities Statement

In our Trust we work to ensure that there is equality of opportunity for all members of our community who hold a range of protected characteristics as defined by the Equality Act 2010, as well as having regard to other factors which have the potential to cause inequality, such as, socio- economic factors. For further information, please see our Equalities Policy.

Document Management

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Responsible for review: Mr R McLeish

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1. Aims and Scope

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
- Hire out facilities in a way that is safe, following government guidelines and the school's risk assessment(s)

2. Areas Available for Hire

2.1 Available areas

The school will permit the hire of the following areas:

- Sports hall
- Activity room
- Dance Studio
- Stage
- CZ1
- Music Room
- 3G Football pitch
- Grass pitch

2.2 Capacity and charging rates

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

AREA	CAPACITY	COST
Sports hall	Our sports hall measures 31 x 17m with markings for badminton, basketball, football, gymnastics and netball. Adjacent to the sports hall are changing facilities which are available as part of the hire.	£35 per hour

AREA	CAPACITY	COST
Activity room	Our activity studio available to hire is 14 x 8 metres with mirrored wall making it the perfect facility outside of school hours in the Whitstable, Kent area.	£35 per hour
Dance Studio	Our dance studio available to hire is 9 x 8 metres with a mirrored wall making it the perfect facility outside of school hours in the Whitstable, Kent area.	£35 per hour
Stage	Our theatre offers a large professional studio theatre with professional lighting, sound and A/V facilities. There is tiered seating for 198 people, making it a fantastic venue for your performance. The facility is popular for those clubs/organisations looking to hire a professional theatre within the Whitstable, Kent area.	£45 per hour
3G Football pitch	Our 3G pitch is in high demand with clubs & organisations throughout Whitstable, Kent. The pitch is a 3G pitch with floodlights and can be hired in 3 options (full, two thirds, third), making it the perfect venue for football.	Full pitch - £115 per hour 2/3 pitch - £76.70 per hour 1/3 pitch - £38.30 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.

We may decide to impose an additional cleaning fee on top of the hiring rates depending on the activity or condition facility after the event.

3.2 Cancellations

We reserve the right to cancel any agreed hiring with a minimum of 2 days notice or if necessary immediate affect (Health and safety).

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 5 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 a member of the senior leadership team 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 visit <https://schoolhire.co.uk/whitstable/the-whitstable-school>, and read the terms and conditions of hire set out in section 5.

The hirer should visit <https://schoolhire.co.uk/whitstable/the-whitstable-school> and follow the hiring processes as laid out on the website. Approval of the request will be determined by a designated member of the premises team or a member of the senior leadership team.

If the request is approved, the hirer will need to provide proof of its 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 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.

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 a 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.
13. Any cancellations by the school made with at least 2 days or immediately (H&S) notice will be refunded.
14. Any cancellations by the hirer received with less than 5 days notice will not be refunded.
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 and tidy and not leaving any of their own equipment behind.
17. The hirer will clean the area after use, any equipment used and leave the area in the condition in which it was hired.
18. The hirer shall not display any advertisement, signage, banners, posters or other such notices on the premises without prior written agreement from the school.
19. 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.
20. The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.
21. 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.
22. The hirer is responsible for carrying out any risk assessments of the premises relating to the activities it is running.
23. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.

24. 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.
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 jurisdiction to settle any dispute or claim arising from this licence.

6. Safeguarding

The school is dedicated to ensuring the safeguarding of its pupils at all times. It is a requirement of hire that hirers abide by the schools' requirements in respect of safeguarding. Any failure from the hirer in this respect will result in the hire being terminated.

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.

The hirer will be required to have appropriate safeguarding policies in place, including safeguarding and child protection, and shall provide copies of these policies on request to the school.

What to do if a child makes a disclosure of abuse or harm

If a child in your setting discloses to you that they have been abused or that they feel at risk of harm, you should follow your safeguarding policies and procedures immediately. These should include clear instructions on the local referral route into children's social care (as described at subheading Local authority children's social care and multi-agency safeguarding arrangements). If a child is at risk of immediate harm, you should call the police on 999. [Keeping Children Safe in Out-of School Settings](#)
The school will seek assurance that the provider has appropriate safeguarding and child protection policies and procedures in place (including inspecting these as needed). The school will also ensure that there are arrangements in place for the provider to liaise with the school on these matters where appropriate. This applies regardless of whether or not the children who attend any of these services or activities are children on the school roll. Failure to comply with this would lead to termination of the agreement. [Keeping Children Safe in Education](#)

The hirer understands that if our school receives an allegation relating to an incident where an individual or organisation is using our school premises for running an activity for children, we will follow our usual safeguarding procedures and inform our local authority designated officer (LADO).

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.

Any updates to this policy will be shared with the full governing board.

Appendix 1: Confirmation of licence template letter

Dear Hirer

Thank you for submitting your hire request form to us.

We're pleased to say the area you've requested is available on the date(s) and time(s) of your request and we'd be happy to grant a non-exclusive licence to you to use the area for the purpose set out by yourself on the school hire website, subject to the and conditions already provided to you.

Based on the length of time and area requested, the full amount for the hire will be payable prior to the date of use and post event costs may be added depending on condition of the area in which you have use.. You can pay on the school hire website for which a notification will be sent to you. We request full payment of the fee by a minimum of 1 week prior to the hiring date.

We'll also require you to submit to us:

- Proof of your public liability insurance

We've attached the following documents:

- Details of emergency evacuation procedures in the event of a fire/similar emergency

Please make sure you're familiar with these before the date of hire.

You can contact the site team on 07546 063951 with any questions about hiring the premises.

Kind regards,

The Whitstable School