



Lettings Policy

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Version Control

The table below shows the history of the document and the changes that were made at each version:

Date agreed	Summary of changes
16 th March 2023	Added section 1., section 3. and Appendix 1; updated job titles in section 2.1.; added parking compliance in section 2.9. and added document details in section 2.16.
8 th March 2022	N/A

1. Policy Statement & Aim

Hampstead School aims 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, following government guidelines and the school's risk assessment(s).

2. Conditions of Hire

2.1. In these conditions:

- a) 'The Owners' means the Governing Board of the above-mentioned school, and 'the Agent' means the Site Manager/Finance Manager/Director of Business Operations/Governing Board or other Agent of the Owners.
- b) 'The Hirer' means the person signing the application form and in addition any organisation for whom he is stated in such form to be acting. The liability under the hiring agreement of such person and such organisation shall be joint and several.
- c) The 'LA' means Camden Local Authority.
- d) Hirers may be subject to screening by the LA before or during the hiring of the premises.

2.2. The Hirer will satisfy the Owner and LA that the purposes of the hiring are within the law and will not result in any action for damages against the Owners. The Hirer will satisfy the Owner that the criteria is met.

2.3. Not more than the number of persons stated in the application form shall be allowed in the school premises at any one time.

2.4. Use of the school premises or the relevant part thereof and entry thereto is limited to the purposes and times stated on the application form and no sub-letting is permitted.

2.5. The Hirer is responsible for and shall indemnify the Owners against all damage to the school premises and to any property on the school premises occurring during or in relation to the hiring or while persons are entering or leaving the school premises pursuant to the hire, however and by whomsoever caused.

2.6. The Owners shall not be responsible for any loss or damage to any property arising out of the hiring nor for any loss, damage or injury which may be suffered by or be done or happen to any person resorting to the school premises during or in relation to the hiring arising from any cause whatsoever or for any loss due to any breakdown of machinery, failure of supply of electricity or gas, leakage of water, fire, government restriction, requirement of the Local Authority or act of God which may cause the premises to be temporarily closed or the hiring to be interrupted or cancelled and the Hirer shall indemnify the Owners against any claim which may arise out of the hiring or which may be made by any person resorting to the school premises during or in relation to the hiring in respect of any such loss, damage or injury.

- 2.7. The right at any time to enter the school premises and remain on the premises during the hiring is reserved to the Owners and the Agent and any police officer.
- 2.8. The Hirer shall ensure that good order is kept in the premises.
- 2.9. The Hirer shall not:
- a) disturb or disrupt by noise or other nuisance other people within or outside the school community;
 - b) attempt to elicit the involvement of students, staff or the local community in the affairs of the Hirer without prior agreement of the Owners.
 - c) permit contravention of parking controls by associated individuals or any infringement of relevant guidance and legislation (such as the Highway Code, the Roads Traffic Act or the LA's Controlled Parking Zones), particularly in relation to the private streets in the Westcroft Estate which are not maintained at public expense.
- 2.10.
- a) The Owners (by themselves or the Agent) reserve the absolute right not to enter into or terminate forthwith any agreement which in their opinion is not for a purpose suitable for a School.
 - b) The Owners (by themselves or the Agent) may put a stop to any entertainment or meeting which in their opinion is not properly conducted or which may infringe any of the provisions hereof.
- 2.11. No bolts, nails, screws, bits, pins, spikes or other objects shall be driven into the fabric or furnishings of the school premises. No articles may be fixed thereto and there shall be no structural alterations to any stage in the school hall.
- 2.12. The Hirer shall at the expiration of the hiring leave the school premises in a clean and orderly state.
- 2.13. The Hirer shall ensure that all property brought into the premises for the purposes of the hiring is removed before the expiration of the hiring. The Owners shall not be responsible for any property left behind and reserve the right to charge extra whilst it is in the premises.
- 2.14. No slogans, advertisements, flags, emblems or decorations shall be displayed outside the school premises whether affixed to the same or free standing without the permission of the Agent.
- 2.15. The Hirer shall remove any slogan, advertisement, flag, emblem or decoration displayed inside the school premises if in the opinion of the Agent it shall be unlawfully, unseemly or libellous or expose the premises to an undue risk of fire or is likely to lead to a disturbance or a breach of the peace.
- 2.16. No exits may be blocked or chairs or obstructions placed in corridors or fire appliances removed or tampered with and the Hirer shall ensure that users of the premises are aware of the locations of emergency exits and that the Hirer's staff know the location of fire-fighting equipment. The Owners will provide the Hirer with the school's Health & Safety Policy and Emergency Evacuation Procedures.

2.17. Any lights or other electrical apparatus which shall be connected to the electrical installation in the premises shall be properly insulated and fused and electrical plugs and sockets shall not be overloaded.

2.18.

- a) All the conditions attached to any music and dancing licence and any theatre licence for the school premises shall be observed. A copy of each such licence held may be seen on application to the Agent and the Hirer shall be deemed to have had notice of all such conditions.
- b) Where the hirer is required to obtain a licence in respect of the employment or involvement of children, such licence or licences be obtained and the Owner or Agent will require proof that the provisions of this clause have been complied within a minimum of two (2) weeks before the hiring.

2.19. All legal requirements regarding the sale and consumption of alcoholic liquor the performing of plays and the exhibition of cinematography films shall be observed and there shall be no infringement of any copyright subsisting under the Copyright Act 1956. The Owners or the Agent shall be entitled to require proof that the provisions of this clause have been complied within a minimum of two (2) weeks before the hiring. All legal requirements of Gaming and Lotteries legislation shall similarly be observed without infringement.

2.20. All scenery and costume used for stage performances and the like must be fireproofed.

2.21. If the hiring includes use of the school kitchen or kitchen in the DTI building the Hirer shall comply with such conditions as the Owners or the Agent may prescribe at the time of the hiring.

2.22. The Hirer shall make such provision for such insurance cover as the Owners or the Agent may require, and shall pay all premiums due thereunder, and produce the policy or policies of insurance and a signed contract a minimum of two (2) weeks before the time of the hiring.

2.23. For private parties the Hirer would be required to pay a deposit to be offset against costs in the event of breakages/extra hours incurred etc and would be returned following satisfactory completion of hire period.

3. Safeguarding Considerations

The school is dedicated to ensuring the safeguarding of its students at all times. It is a requirement of hire that hirers abide by the school's requirements in respect of safeguarding. Any failure from the hirer in this respect will result in the hire being terminated. The hirer will be sent the school's current Child Protection and Safeguarding Policy at the time of booking and expected to adhere to it at all times.

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.

It is the responsibility of the hirers to ensure that safeguarding measures are in place while hiring out the space. 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. The hirer confirms that, should any safeguarding concerns present themselves during the hire of the school premises, they shall contact the Site Manager, Designated Safeguarding Lead or Head as soon as reasonably practicable.

Policy Consultation & Review

This policy is available on our school website and available on request from the Administration Office.

This policy was last reviewed and agreed by the Finance & Site Committee on Thursday 16th March 2023. This policy will be reviewed on an annual basis. It is due to be reviewed again in the academic year 2023-24.

Appendix 1 - Application Form

Before filling out a request form, please familiarise yourself with our terms and conditions for the hire of our premises. If you have any questions, please contact the Site Manager via email on facilities@hampsteadschool.org.uk or via phone on 020 7794 8133.

Name of applicant/organisation and company number (where applicable)	
Applicant contact details	Address: Phone no: Email address:
Preferred method of contact	
Purpose/activity of organisation	
Part of the premises requesting to be hired	
Date and time of first hire	
Is this a recurring request, or one off? If recurring, indicate the frequency and number of occurrences (e.g. weekly, 10 weeks)	
Number of expected participants in the activity	
Additional equipment you will require from the school (please note we may not always be able to provide this but will inform you where this is/is not possible)	
Additional equipment you will be providing yourself	

Confirmation and details of the safeguarding and child protection arrangements you have in place	
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By signing below, I agree to the terms and conditions set out in the school's lettings hire policy.

Name _____ Date _____

Signature _____

Please return this form via email to facilities@hampsteadschool.org.uk. We will be in touch to inform you if your application is successful, and if so, details of the full cost and documents that will need to be shared.