

## **Lettings Policy**

#### 1. Introduction

The Governing Body 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. However, the overriding aim of the Governing Body is to support the school in providing the best possible education for its students, and any requests for lettings of the premises to outside organisations will be considered with this in mind. A letting must not interfere with the primary activity of the school, which is to provide a high standard of education for all its students.

#### 2. Definition of a letting

- 2.1. A letting may be defined as "any use of the school premises (buildings and grounds) for consideration by either an individual, a provider of activities for children and parents, a community group, a local club or society or a commercial organisation".
- 2.2. Use of the premises for activities such as parents' meetings, Governing Body meetings and extracurricular activities of students supervised by school staff fall within the life of the school and are not classified as lettings. Costs arising from these uses are therefore a legitimate charge against the school's budget.

#### 3. Priorities for lettings

The Governing Body is mindful and aware of local needs. This information and the overriding policy at section 1 have been used to assess the priorities for lettings.

- 3.1. The following lettings are encouraged:
  - Educational activities open to the school's students and their families including after school clubs provided for the benefit of the school's students
  - Recreational activities open to the school's students and their families including breakfast clubs
  - Sporting and recreational activities provided for the benefit of the school's students and other children
  - Lettings to local voluntary organisations
  - Activities organised by local community groups for the benefit of the local community
  - The Governing Body will also consider lettings to people living in the school's local community, including local clubs and societies, for non-commercial uses
- 3.2. The following activities are not considered to be appropriate for lettings as they are either well provided for in the local area, are not deemed to be compatible with the ethos of the school or are not able to be accommodated within the schools facilities:
  - Commercial activities with little potential to generate income or support for the school
  - Activities promoting gambling or any activity which could bring the school into disrepute
  - Activities or events which have any links to extremism or any other area of concern
  - Events run by Tutoring or other companies which could be mistakenly thought to be run by the school

3.3. Any other activities (e.g. weddings), falling outside those mentioned in sections 3.1 and 3.2 above, will be considered on their individual merits.

#### 4. Management and administration of lettings

The Governing Body has delegated day-to-day responsibility for lettings to the Head. Where appropriate, the Head may delegate all or part of this responsibility to other members of staff, whilst still retaining overall responsibility for the lettings process. The day-to-day lettings process is run by the Lettings Officer, and is overseen by the School Business Manager. If the Head has any concern about whether a particular request for a letting is appropriate or not, she will consult with the Chair of the Governors' Property & Premises Committee, who is empowered to determine the issue on behalf of the Governing Body.

#### 5. Charges for lettings

A charge will be levied in respect of all lettings. The Governing Body is responsible for setting charges for the letting of the school premises. The Governing Body, however, reserves the right to either remove the profit element (see 5.2 below) or waive charges altogether.

- 5.1. As a minimum, the charge will be required to meet the actual cost to the school of any use of the premises by an outside organisation. A charge will therefore be made which covers the following costs:
  - services (heating and lighting)
  - staffing (including caretaker's attendance and cleaning) including "on-costs"
  - administration
  - "wear and tear"
  - use of school equipment (if applicable).
- 5.2. In normal circumstances, when setting the rates, the Governing Body will include a profit element.
- 5.3. Where there are multiple lettings taking place at the same time, the costs for services will normally be shared between the organisations involved.
- 5.4. The specific charge levied will be reviewed annually by the school, during the spring term, for implementation from the beginning of the next financial year, with effect from 1 September of that year. Current charges will be provided in advance of any letting being agreed.
- 5.5. In general, the letting of rooms for non-sporting activities is exempt from VAT.
- 5.6. The school is not registered for VAT.

#### 6. Safeguarding

- 6.1. Hirers must have, and must provide evidence of, public liability insurance and any other insurance or documentation that the school reasonably considers necessary (including First Aid where appropriate). They must also provide copies of the public liability insurance for any entertainment providers or other parties brought in during the hire. [Also see point 23 of the Terms of Letting & Hire document see appendix].
- 6.2. Hirers providing services to children, whether students at the school or others, must agree to comply with the school's Safeguarding and other policies, all of which can be found on the school's website, and must produce evidence of current DBS checks and any qualifications relevant to the hirer's activity (including First Aid where appropriate). [Also see point 7 of the Terms of Letting & Hire document see appendix].

#### 7. Formalising lettings and collecting payment

7.1. A letting should not be considered as confirmed until the Application for Hire of the Facilities form has been completed by the hirer and reviewed by the school, and written confirmation (letter/email) has been sent by the school and received by the hirer. A copy of the Terms of Letting and Hire must

then be signed by the hirer by way of acceptance and returned to the school together with any other requested paperwork. The school shall be in receipt of the documentation before a letting takes place.

- 7.2. The hirer will be invoiced for the cost of the letting if any, in accordance with the school's current scale of charges. Payment and/or a deposit to cover damage will be sought in advance in order to reduce any possible bad debts. An email receipt will be issued for all payments received and the income and expenditure relating to lettings will be clearly recorded by the school.
- 7.3. It should be borne in mind and made clear to prospective hirers that the Head, on behalf of the Governing Body, has the right to refuse an application, and no letting should be regarded as "booked" until approval has been given in writing.

This policy will be reviewed annually.

Date Approved: October 2025

Date of Next Review: October 2026

See Appendices 1 – 3 below:

Appendix 1: Terms of Letting and Hire

Appendix 2: Terms of Letting and Hire – Special Terms for Hire of any Kitchen Area

Appendix 3: Application for Hire of Facilities

## Appendix 1: Terms of Letting and Hire

- 1. The letting and hire of any of the school's premises or property by the Governing Body of The Henrietta Barnett School to the Hirer and any rights granted are subject to these Terms of Letting & Hire; the letting and hire and any rights granted are solely to the Hirer and may not be passed on to another party by the Hirer.
- 2. The Hirer shall not use any hired property for any purpose other than as specified in the agreement to let and hire.
- 3. Bookings will be accepted only if full information concerning the nature and purpose of the use or function is given. Individuals hiring the premises on behalf of an organisation must give the name of the organisation they represent. The school reserves the right to refuse or cancel any booking if the information given by the hirers is found to be insufficient or misleading.
- 4. Following the school's review of the Application for Hire of the Facilities form, bookings will be confirmed in writing.
- 5. Hirers who exceed their booked time without prior arrangement may be required to pay extra, at double the rate stated on the acceptance form.
- 6. The Governing Body reserves the right of its duly authorised officers and servants to enter or inspect any hired property at any time.
- 7. The Governing Body reserves the right to cancel any letting and hire at any time upon giving notice to the Hirer in writing in the event of the Governing Body requiring any hired property for any educational purpose or for any other reason which is considered necessary by the Governing Body. A full refund will be made in the event of cancellation because of such circumstances.
- 8. Payment for the hire must be made not less than 14 days before the hire is due to commence. Where applicable, a non-refundable deposit may be taken. Bookings cancelled by the Hirer will not result in a refund unless 14 working days' notice in writing is received by the Governing Body. Should the Governing Body before hiring commences, be of the opinion that the Hirer's use of the premises is likely to prove of an objectionable or undesirable character, it shall have full power to cancel the letting and return any money paid by the Hirer and in that event the Governing Body shall not be liable to pay any compensation to any person in respect of the cancellation.
- 9. Hirers shall acquaint themselves with the emergency and evacuation procedures (which are on display), including the location of, and means of raising, the fire alarms, extinguishers and emergency exits and muster points during a premises familiarisation session in advance of the actual hiring. The hirer then takes responsibility for briefing other users associated with the hiring. The hirer will ensure that the users' activity is not so loud or otherwise obtrusive as to render the fire alarms ineffective. The hirer is responsible for drawing up an Emergency Evacuation Plan for anybody who will not be able to get themselves out of the building unaided. Fire exits must not be blocked or locked, nor should furniture, equipment, or other obstructions be placed in corridors during the hiring.
- 10. In the event of an incident or fire, the school will ensure that Incident Report forms are made available to the hirer who, in turn, must ensure one is completed whenever necessary. The school will follow up the report to ensure that it is completed correctly and that an investigation is undertaken.
- 11. Hirers providing services to children, whether students at the school or others, must comply with the school's policies and must produce evidence of current [enhanced] DBS checks relevant to the Hirer's activity.
- 12. The Hirer shall not cause or permit any animals to be brought into or onto the school's premises except with the specific prior consent in writing of the Governing Body and subject to such conditions as may be required.
- 13. Smoking is not permitted on any part of the school's premises.
- 14. The sale of wine, spirits, beer or other excisable liquors on the school's premises is not permitted except with prior consent in writing from the school. If such consent is granted the Hirer will be responsible for complying with all requirements of any licensing law and for providing evidence of such compliance, including getting an occasional licence from the London Borough of Barnet.
- 15. Alcoholic beverages may not be brought on to any part of the school's premises except with the prior written consent of the school.
- 16. No alterations or additions may be made to the lighting or power arrangements on the school's premises. Fires or appliances with naked flames are not permitted in or on the school's premises except with the prior consent in writing of the school and the Hirer shall be responsible for the supervision of

- such fires or appliances with naked flames. The Hirer shall be responsible for the extinguishing of any such fires or appliances with naked flames on leaving the premises.
- 17. No sign, poster or any other display relating to any proposed use of the premises may be fixed to any part of the premises except with the prior consent in writing from the school and any such action will result in the cancellation of the letting and hire.
- 18. No access way to any property hired shall be locked at any time so as to cause any member of the public to be locked in or on that property and the Hirer shall arrange such stewardship as may be necessary to ensure the observance of this and any other user conditions imposed in these Terms. Fire escape routes and doors shall be kept unlocked and clear of obstruction.
- 19. No auctions or any commercial transactions shall be permitted in or on any property hired except with the prior consent in writing of the Governing Body. Where such consent is given the Hirer shall submit 10 working days before the planned date a plan showing the positions of stalls, gangways, structures, exhibits and any other equipment to be used and shall provide any other information and details as the Governing Body may require.
- 20. The number of persons using any property hired shall not exceed the number authorised by the school in writing.
- 21. No nails, tacks, screws, bolts, adhesives, tapes, glues or any other means of attachment shall be used in or on any of the walls, floors, doors, ceilings, window frames or fittings in or on any property hired or any part of such properties. The Hirer shall not for the purpose of dancing or any other purpose treat or apply any substance whatsoever to the floor or any part of the floor of any property hired.
- 22. The Hirer shall be liable for, and must make arrangements for the payment of, any tax or royalties chargeable in respect of the purposes for which any property hired is used by the Hirer. The Hirer shall also strictly observe all relevant provisions of the Public Health and Children and Young Persons Acts with regard to exhibitions and entertainments.
- 23. It will be the responsibility of the Hirer to check whether the school's copyright and other licences are sufficient to cover the proposed activity and to apply for and obtain any additional licences which may be necessary. In the case of a public performance of a play (or other copyright material) application for an Occasional Licence must be made to the Entertainment Licensing Department, London Borough of Barnet, at least one month before the performance.
- 24. Educational premises are not licensed for public entertainment and the collection of money for admission at the door cannot be permitted; any necessary Occasional Licence must be obtained by the Hirer from the local authority.
- 25. Adequate stewarding must be provided for public performances. The stewards must be made known to the caretaker on duty by the organiser.
- 26. All vehicles parked in the vicinity of the school must be parked legally and considerately and the Hirer must ensure that adequate stewarding is provided. Unobstructed access for emergency vehicles must be maintained at all times. Hirers must ensure that no nuisance is caused to local residents.
- 27. Hirers must comply with all laws, regulations and any government guidance in place at the time of the letting (for example, social distancing regulations and other guidance during the Covid-19 pandemic).
- 28. Hirers must respect the authority of the school's representative on site at the times of hiring with regard to Health & Safety, Security, and Entertainments Licensing etc.
- 29. Hirers wishing to use the stage control lighting or sound equipment must consult the school in advance and nominate an experienced operator. Video cameras may only be used by prior arrangement.
- 30. The Hirer shall be liable for any loss or damage which occurs to any property hired during the period of the hiring or arising out of the hiring and the Hirer undertakes to pay upon demand to the school, the costs of making good any aforementioned loss or damage.
- 31. The Hirer will indemnify the Governing Body in respect of any loss, liability, claim or proceedings whatsoever arising under Statute or Common Law for death or personal injury to any person or damage to property arising out of or in the course of or by reason of this hiring except where such liability loss or damage results from the negligence of the Governing Body, its servants or agents.
- 32. The Hirer shall effect adequate Public Liability Insurance to cover the proposed activity and shall provide evidence of such insurance being in force prior to the period of hiring.
- 33. All hiring's are subject to the Hirer occupying and vacating the premises at the stated times. In the event of the Hirer not arriving within half an hour after the commencing time, the premises may be secured and the letting cancelled. In this event no money will be refunded. In the case of Youth and Junior organisations or groups, a responsible adult must be in charge for the period of the hire. If the hiring

- finishes earlier than the time stated a responsible person must remain on the premises until the Caretaker arrives to lock up the premises.
- 34. If the premises hired are left in a state which requires additional cleaning above that normally allowed, an additional charge may be made. Rubbish should be put into black plastic bags (hirers to supply their own) and left by the bins or put in the recycling bin, as appropriate; please check with the caretaker on duty.
- 35. The Governing Body does not accept responsibility for any clothing articles or any other property left by the Hirer or any member of the public on any property hired.
- 36. The school does not accept liability for the loss of, or damage to, articles of property or clothing sustained in any premises hired from the school. Hirers of halls for shows etc. should make their own arrangements regarding insurance of equipment (i.e. lighting, props, etc.).
- 37. Hirers should state the number of chairs and tables required. No guarantee is given of the number of chairs and tables available.
- 38. If use of a piano is required, this fact must be stated on the application form. The piano is not to be moved.
- 39. No desks or furniture, equipment, teaching material, work, books, student of staff's belongings etc. shall be disturbed or moved nor shall any furniture or apparatus be introduced without permission from the Governing Body. Any furniture which is moved with permission, must be replaced correctly.
- 40. No article (such as pianos, tables, flowers etc.) may be delivered at the premises unless arrangements are made in advance with the Governing Body's agreement. No furniture, instrument or equipment belonging to any Hirer may be left or stored on the premises without the written approval of the Governing Body.
- 41. Permission for the use of any of the kitchen and servery areas will be granted only by prior written approval and, if granted, special conditions will apply (see below). This includes any cooking/heating of food and any use of a refrigerator or freezer.

Signed)	
Name/on behalf of	

I confirm acceptance of and agreement to these Terms of Letting and Hire

# Appendix 2: Terms of Letting and Hire – Special Terms for Hire of any Kitchen Area

- 1. No person may use the dishwashing machines, slicing machines, steriliser sinks or cooking equipment.
- 2. Prior permission must be obtained for the cooking of food and any use of a refrigerator or freezer.
- 3. Under no circumstances may school furniture be taken out of doors. Pins, nails etc. must not be stuck into furniture or any damage caused to it.
- 4. Persons other than the Hirer are not allowed in the kitchen.
- 5. Floors and work surfaces must be washed and left as found by the Hirer.
- 6. Refuse must be taken out of the kitchen and placed in the paladins located outside the kitchen. A fee will be charged to the Hirer for cleaning the kitchen if it is not left in a clean condition.
- 7. The Hirer will be held responsible for any breakages, loss of canteen equipment or stock and for ensuring that these rules and regulations are adhered to. Any breakages or faults in the equipment which occur or are revealed during the course of the hiring must be reported immediately to the Caretaker.
- 8. Any queries or problems concerning the hiring or proposed hiring of kitchen and servery areas must be referred to the School Business Manager.
- 9. Light equipment may be loaned on request, however own dishcloths, tea towels and cleaning materials should be provided by the Hirer.
- 10. The Hirer should also provide essential first aid equipment for the kitchen area and check the location of fire equipment in the kitchen.

(Signed)	
Name	

I confirm acceptance of and agreement to these Terms of Letting and Hire

# Appendix 3: Application for Hire of Facilities

NB: If you need to contact a Caretaker whilst in the School please call 07806 098 448. For all other enquiries prior to the day of your booking, please contact the Lettings Officer on 020 8209 9750

Please complete all sections.

Name of Society / Or	ganisation (if applicabl	e):		
Name of Representat	ive / Individual:			
Address:				
Email:				
Phone Number:		(	(Eve)	
Name of Representat	ive / Individual in charç	ge of eve	ent who will be present at the t	time of hiring:
			·	_
Phone Number:				
			ES', when?	
	Termises Berere. TES/1	,		
DAY of proposed Hire	DATE of proposed hire	THVIE	5 (to include set-up/rehearsal an times)	
			From	То
Area of the school yo			Do you wish to hire the: (Please be advised that, excluding there is an additional charge these items)	for the hire of
Main Hall (including b	ar and kitchen areas) <b>Y</b> E	S/NO	Piano (Main Hall)	YES/NO
Bigwood Hall YES/NO		S/NO	Projector and Screen	
Classrooms		S/NO	Sound System	YES/NO
Drama Studio		S/NO	Laptop	YES/NO
Café		S/NO	Microphone	YES/NO
			Lighting Rig & Control Boa (Main Hall)	rd YES/NO
Other (please specify)	<b>):</b>			
Estimated Number of	People to be Present	(maximun	n seating in Main Hall 200):	
Special Requirements	 5:			

Tables (seat either 6 or 8) - Number Required: Chairs - Number Required:								
Hot Water Urn - Number Required:	•••••		Coat Rails	YES/NC	)			
Access to Fridge / Freezer: YES/NO								
Type of Function (and title if appropriate, i.e. lecture, concert, drama, party):								
What is the Nature of the Booking: Political YES/NO; Religious YES/NO; Commercial YES/NO; Charitable YES/NO								
Will a Charge be made for Admission?	YES/NO	Will Co	pyright Material be i	used?	YES/NO			
Will alcohol be available? YES/	'NO	If YES,	so will it be sold?	*YES	S/NO			
NB. *If yes please apply for the appropriate licence from the local Council and submit a copy once you are in receipt of it. Please ensure that it is displayed clearly during your event.								
I accept the conditions of hiring as set out on the attached form.								
SIGNATURE:								
DATE:	• • • • •							

PLEASE RETURN TO: Lettings, The Henrietta Barnett School, Central Square, London NW11 7BN

NB. If using an external entertainer or other such, you must submit a copy of their public liability insurance All clubs, societies and groups must provide a copy of their public liability insurance and, if providing services to children, their current DBS and First Aid documentation.