



## Extended Services Lettings Guidance

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## 1. Introduction

The Governing Body of Hampstead Parochial CE Primary School is keen to see that the premises at our school are used for the benefit of the whole local community. The education of children is the prime purpose of our school, however we believe education is a life long process which should be open and accessible to all. This handbook outlines the policy of our school with regard to letting. It sets out the facilities available, the charges and the responsibilities of the Governors and the users when the school premises are hired.

The use of our school premises at all times is under the control of the Headteacher and Governing Body of our school. (Education Act 1986, sect.42 no.2)

Our lettings policy operates within the framework of the London Borough of Camden's Equal Opportunities Policy.

The Sex Discrimination Act 1985 and the Race Relations Act 1976 apply throughout this policy and will be adhered to throughout all stages of our lettings procedures.

Having regard to our duty under the Race Relations Act 1976 (but without prejudice to our duties under the Representation of the People Act 1983) the Governing Body will not let the school premises to organisations whose purpose is, amongst other things, to encourage racial discrimination and/or disharmony between persons of different religious/racial groups, or are otherwise involved in activities prejudicial to good race relations.

In deciding whether or not to let our premises the Governing Body will also have regard to the likelihood of any damage being caused to the premises, or neighbouring premises, and any nuisance that may arise, as a result of accepting the booking.

In any event, the Governing Body reserves the right to require a reference from a Local Authority or other reputable hirer, before any booking is accepted.

We will consider letting to any group able to comply with the terms and conditions outlined in this policy. These terms and conditions are clearly stated in our Conditions of Usage and Booking procedures documents, which will be sent out with all application forms.

The final decision on compliance lies with the Headteacher and Governing Body.

## 2. Conditions of Booking

1. Once you, the Hirer, have accepted a permit to use the school premises, you are automatically bound by all terms and conditions of usage of the premises. The Governing Body have the right to vary these terms and conditions at any time.

2. The person signing the application form, on behalf of their organisation, (then known as the Hirer) is personally responsible for ensuring that all terms and conditions of our lettings policy are adhered to.

3. The requirements of the school Governing Body on or in connection with the issue of licenses for public dancing, music or any public entertainment must be strictly fulfilled. As those licenses lay down stringent regulations, the hirer must study the regulations of the Local Education Authority on the issue of licenses for such purposes. A copy of the regulations and requirements can be obtained on application to the Director of Education or the Governing Body.

4. If a hirer is uncertain as to the application of any of the licensing regulations, he/she should obtain further information from the Licensing Officer of the London Borough of Camden A hirer who is organising events for children must have regard for the requirements of The Children Act 1989.

5. The hirer shall indemnify and keep indemnified the respective bodies and persons from and against all loss and damage which the Trustees of Holly Bush Vale or Mayor, Aldermen and Burgesses of the London Borough of Camden, the Council, Children Schools and Families Committee or the Governing Body or any property belonging to or under the control of the Trustees of Holly Bush Vale or Camden Council, the Children Schools and Families Committee or the Governing Body, may sustain or incur by reason of the permission to use the premises or otherwise arising out of or in connection with such user, including cost of replacement and reinstatement and the damage to the property of, or the bodily injury or death of any person or persons.
6. The Governing Body will not accept responsibility for any loss of or damage to any property owned by any person using the premises during the period of the letting. Property shall be brought on to the premises at the sole risk of the owner.
7. The hirer must make sure that all users are aware that they are solely responsible for the security of their personal property, and should put a sign up to this effect. If tickets are issued for any event, this statement should also be printed on the ticket.
8. The hirer is responsible for informing the Governing Body, of any person sustaining injury or loss on the school premises during the period of the let. This information must be presented in writing to the Governing Body within 24 hours of the event. Any further information required by the Governing Body must be made available on request.
9. No intoxicating liquor shall be brought or consumed on school premises or any part thereof except by recognised organisations. It is the responsibility of the hirer, on behalf of the recognised organisation, to obtain any necessary license for the sale of intoxicating liquor.
10.
  - (a) No musical works in the repertoire of the Performing Right Society may be performed in public on the premises except on payment to the Society of the appropriate fee, this fee to be paid in the first instance to the Director of Education. Please contact the Local Management Officer, Education Department, Civic Centre.
  - (b) No lecture, play, opera, dramatic or musical or other work in which a copyright subsists shall be delivered or performed on the premises unless the consent of the owner of the copyright has been previously obtained by the hirer and all necessary fees paid. No performance of any gramophone or other record in which any copyright subsists shall be given on the premises unless the previous consent of the Phonographic Performance Ltd., or other owner of the copyright has been obtained by the hirer and all necessary fees paid. The hirer must make his/her own inquiries as to the existence of any such copyright as aforesaid. Proof of permission to use the piece of work must be shown to the Governing Body of the school at the time of booking.
  - (c) The hirer and the guarantor shall indemnify and keep indemnified the Council, Education Committee or the Governing Body from and against all costs, claims and demands which may be made against the Council, Education Committee or the Governing Body for any breach or infringement of copyright.
11. The Trustees, The Council, Children Schools and Families Committee or the Governing Body may cancel any permission granted to use the premises:-
  - (a) If it should appear that the same or any part thereof will be required for public or official purposes whether of the LA CS&F or Governing Body or otherwise or by any body or person having a statutory right of user.
  - (b) If any damage has been caused to the premises or to any property of the LA thereon by reason of any previous use of the premises by the person or body now wishing to use the premises.
  - (c) If breaches of the requirements of the LA of Camden licensing conditions or of the Justices in connection with public dancing, music or other public entertainment's occur.
  - (d) If, for any reason, the LA CS&F Committee or the Governing Body deem it necessary or expedient to cancel the license or permit.
  - (e) If, for any reason, the school is closed, no compensation shall be payable by the Trustees of Holly Bush Vale, LA CS&F or the Governing body, to the hirer or any other person by reason of any such cancellation. Any fees paid to the Governing Body in

respect of a permit which is subsequently cancelled by the LA, Children Schools and Families Committee or the Governing Body will be refunded unless the cancellation is by reason of damage having been caused.

12. The use of a film projector with non-flammable films may be permitted subject to the approval of the LA CS&F Committee or the Governing Body, of the type of projector and to any conditions prescribed by the Council and other appropriate authorities as precautions against fire and panic.

13. No person under the age of 16 years is permitted on the premises without adequate adult care and supervision.

14. The right of access to all parts of the school premises whether or not included in the permission for user is reserved to the Headteacher, Governing Body or any officer authorised by them or any of them and the hirer shall not obstruct or interfere with this right.

15. No alterations or additions to the electrical installations at the school may be made whatsoever.

16. No additional staging, curtaining or scenery may be erected.

17. Furniture, including chairs, must not be removed from the school premises nor may they be for use in the playground or in any other building outside the school unless prior permission has been applied for and granted by the Headteacher/Governing Body.

18. No advertising may be placed in any area of the school premises without the direct permission of the Head Teacher of the school.

19. The use of any preparation or material for the purpose of preparing a floor for dancing is not allowed, as this may make the floors dangerous for normal use. The safe condition of the floors shall be deemed acceptable to the hirer after inspection and will remain the hirer's responsibility during the letting.

20. If the terms and conditions of hiring are contravened in any way, the Headteacher/ Governing Body reserves the right to cancel any permission for further use and will inform the hirer in writing. In such event, the hirer will not be entitled to any compensation or refund of any payment made in respect of such use.

21. It is the responsibility of the hirer to ensure that any area of accommodation used in the course of the letting is left in the condition in which it was found and is maintained in a safe condition during the letting.

22. All hirers will adhere to Hampstead Parochial CE Primary School policies where applicable which have been agreed and approved by The Governing Body and which are regularly updated in accordance with statutory requirements.

To be attached to application form

### **3. Conditions of Usage**

1. Any movement of furniture required must be undertaken by the hirer under the direction of the caretaking staff of the school. No furniture or apparatus is to be used without prior permission.
2. The authorised hirer is responsible for those attending the function and in particular for leaving the site in a quiet and orderly fashion by the time stated in the booking agreement.
3. Where car parking is required, the hirer must undertake the proper stewarding and control of the parking area in collaboration with the police where necessary. The hirer must maintain safe entry and exit from the premises and provide and maintain clear access for emergency vehicles and service vehicles.
4. No alcoholic drinks may be consumed or brought onto the premises unless written permission has been applied for and received from the Governing Body. No alcoholic drinks may be sold without a magistrate's license, and this must be shown in advance to the Governing Body. Safety regulations require that no alcoholic drinks are stored or consumed in the kitchen area.
5. The hirer is responsible for the protection of the premises from damage, for the good behaviour of all associated users, and ensuring that alcoholic drinks, where permitted, are consumed in moderation when brought onto the premise for a function.
6. The hirer is responsible for ensuring that all areas are left clean and tidy as found. This includes all outside areas as well as indoor areas. If this is not found to be the case the hirer will be charged a penalty sum to cover costs of any repairs or cleaning required.
7. No school staff are permitted to accept hospitality gifts, either cash or in kind, at any time. We request that no gifts of this nature are offered.
8. No litter of any kind is to be left or thrown on the premises.
9. There is no access whatsoever into the main school kitchen.
10. The school's No Smoking Policy must be adhered to at all times.
11. Camden Borough's Caretaker agreement does not require caretakers to work evenings or weekends. Bookings for functions can only be accepted when a caretaker is prepared to undertake the additional duty at an agreed cost.
12. The hirer must take out public liability insurance cover with the Local Authority as part of their booking agreement unless proof of equivalent adequate insurance is shown to the school.
13. The hirer will adhere to all aspects of the lettings policy at all times through the procedure of applying for and accepting a let on our premises.
14. All children will be supervised at all times by their parents/carers except where children are attending an organised group or care scheme. Where the latter applies, the group/care scheme will adhere to all regulations set out in the Children Act 1989, including those of registration with the relevant registering body.
15. The hirer will adhere to all Health and Safety requirements as required by the school.
16. No stiletto heels or similar objects are allowed in the gym/hall area.
17. No food or drink is allowed in any area except designated social areas, unless prior written permission has been granted.

#### 4. Additional Conditions of Usage

Hampstead Parochial School should be reasonably satisfied that the Hirer is able to manage the let in accordance with adequate care, health and safety procedures, etc. before agreeing to accept the booking, e.g. check adults: child/young person supervision ratio.

If the school does not feel that satisfactory management procedures will be in place during the let they should not accept the booking application.

#### 5. Administration Charges

**Single Booking** £ 85.00

**Block Booking** £ 80.00

Any amendment to a booking must take place at least 14 days prior to the let and will be at a cost of £15.00. Verbal requests will be considered but must be immediately confirmed in writing.

The Hirer must not presume any amendment has been agreed until he/she is in receipt of written confirmation from the Governing Body

#### 5. Booking Procedures

1. Applicants should fill in an application/booking form and return to the Extended Schools Co-ordinator in "The House".
2. The person signing the application form (then known as "the Hirer") is responsible for all aspects of the let.
3. By signing the application form, the person signing is acknowledging and agreeing to adhere to all aspects and conditions of our school's lettings policy.
4. A signed application does not guarantee the booking will be granted.
5. Where the application for a let is accepted, the applicant will be sent a letter provisionally confirming the let and an invoice to cover the cost of the let and any additional returnable deposit required.
6. The hirer should then pay the booking invoice, in full, 28 days prior to the date of the let, and ensure that they receive a receipt of payment. This will then confirm the booking agreement. Any returnable deposit required (i.e. for special functions) must be paid immediately within 72 hours of the date the booking form was sent. Failure to pay the invoice and returnable deposit (where required) will result in the application for the let becoming void.
7. Where deposits are paid, the hirer must ensure that he/she meets the representative of the Governing Body (usually the Extended Services Co-ordinator) and signs for the conditions of the building on arrival. At the end of the hire period, the hirer is responsible for agreeing and collecting the Certificate
8. Where applicable, the Certificate must be presented to the Extended Services Co-ordinator, within 48 hours (72 hours if the let takes place at the weekend) after the let in order to claim back any refund. Failure to do so will mean that the deposit is not returnable.
9. Hirers will automatically be charged for public liability insurance at a cost of £ as part of the booking charge unless proof of adequate equivalent insurance is shown to the school (a photocopy will be taken for the records).

10. Any requests for amendments to the booking must take place at least 14 days prior to the date of the let. Where amendments are agreed, an additional administration charge of £. Will be payable. The hirer must not presume that any amendment will automatically be agreed. Confirmation of any amendments will be sent to the hirer in writing.

Copy to be given to Hirer

## 6. Booking Times

1. There will be no access to the premises before the commencement of the period. Hirers must allow sufficient time for preparation before the event when booking the time of the let.
2. Hirers must have left the premises by the end of the booked period. Sufficient time must be included to allow for clearing away and for all participants to leave the premise by the end of the booked period.
3. Availability of premise is negotiable. Please contact the school to find out the current hours of access.

## 7. Cancellations

1. The Governing Body must be notified of any cancellation at least 4 weeks prior to the date of let. However, notification at the earliest possible time is appreciated.
2. Where notification is given to the Governing Body at least 4 weeks prior to the date of the let, the booking charge will be refunded in full apart from the set administration charge. Your custom will be welcomed again at any time in the future.
3. Where notification is given to the school between 2-4 weeks prior to the arranged date of the let, the hirer will be entitled to a 50% refund only.
4. Where notification of cancellation is given less than 2 weeks prior to the arranged date of the let, the hirer will not be entitled to any refund.
5. Where a cancellation is made by the Governing Body of the school, the hirer will entitled to a full refund. The Governing Body will endeavour to notify the hirer at the earliest possible moment, however, no guaranteed period of notice can be offered. Regardless of when notification is given to the hirer, the hirer will not be entitled to any compensation.

### **Please note:**

- a. The above conditions apply for cancellation of total or part of a booking.
- b. Where the Hirer makes a permanent cancellation during the course of a letting agreement, the Hirer will receive a refund for any outstanding sessions but no compensation will be available. The administration charge will still stand.

## 8. Criteria for Priority Bookings

The criteria for bookings will need to be discussed and decided upon by the Headteacher/ Governing Body. On doing so, they will wish to consider such groups as:-

- parents attached to the school
- people living in the school's local community
- groups associated with the Parish of St John-at-Hampstead

- voluntary organisations
- single parent support groups
- self help groups
- women's groups
- people with a disability
- ethnic minority groups
- low income groups
- children's groups
- youth groups

## 9. Complaints Procedures

### **1. What if the school has a complaint about our group/organisation?**

If the school has concerns about a let the following procedures will be followed:-

1. A representative of the Governing Body (usually the Extended Services co-ordinator) will verbally raise the concern with the named Hirer.
2. The situation will be monitored for two sessions to allow the issues to be addressed.
3. If the situation remains unresolved, the Hirer will receive written notification of the concern and a further two sessions will be given to allow the Hirer to address the situation.
4. If the matter remains unresolved, the Hirer will receive formal written notice of termination of the booking agreement. This will be implemented 72 hours from the date of the letter of notification.

**Please Note:** If the Hirer blatantly breaks the conditions of usage, the let can still be terminated immediately.

### **2. What if I, as the Hirer, have a complaint about my let or booking agreement?**

If you as the Hirer have a complaint or concern regarding your let, the following procedures should be followed:-

1. Talk to the named representative of the Governing Body (usually the Extended Services Co-ordinator) and discuss the problem. Allow 5 working days for the situation to be resolved.
2. If still unresolved, the Hirer should notify the Governing Body through the Head Teacher in writing and allow 5 working days for the situation to be resolved.
3. If still unresolved, the matter will be placed on the agenda of the next appropriate committee of the Governing Body. (If the concern needs urgent attention, a special meeting of the Governing Body will be convened.)
4. If still unresolved, the matter will be taken to the next full Governing Body meeting and the Hirer will receive a written response from the Chair of Governors detailing the outcome.

### **3. What if a third party complains?**

1. If the school receives a complaint from a third party the Governing Body will be notified of the complaint.
2. The matter will be investigated by a representative of the Governing Body and a written response will be sent to the complainant within 10 working days.
3. If any further correspondence is received, the matter will be placed on the agenda of the next appropriate Governing Body committee. A final response will then be sent by the Chair of Governors explaining the final outcome.

## **10. Appeals Procedure**

1. If a Hirer has a letting agreement withdrawn, they have a right to appeal to the Governing Body.
2. The appeal should be made in writing and will be presented at the next full meeting of the Governing Body.
3. The Hirer will be informed of any action and/or decision taken by the Governing Body.
4. The Governing Body's decision is final.

<b>Booking Procedures Checklist</b>
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1. Issue application + Conditions of Usage and Booking Procedures to the potential Hirer (as attached).
  2. Receive completed application form (mark date of receipt).
  3. Assess suitability of applicant.
  4. Check availability of premises.
  5. Check availability of a caretaker or responsible person.
  7. Book let into electronic diary with hirer's contact number.
  8. Send permit and invoice for booking.
  9. Receipt of deposit/payment in full.
  10. Register Public Liability payment with Insurers
  11. Send receipt of payment to the hirer.
  12. Receive any outstanding payment (where in two stages).
  13. Confirm booking in diary, with caretaker or responsible staff (where appropriate).
  14. Send receipt to hirer and confirmation of booking.
  15. Process of payments - log payment into lettings accounting system
    - confirm transfer of payment into school budget via School Business Manager for banking.
- See Appendix b



and understand that the permission to use the school premises will only be effective provided the conditions and regulations stated in the school's letting policy are adhered to.

I, on behalf of my Organisation, hereby agree to follow all conditions of the school's letting policy should permission be granted to use the school premises.

I understand the school, through Camden Council, maintain a Policy of Insurance in respect of the use of the above accommodation which, subject to its terms and conditions, will indemnify the applicants against liability at law and claimant's costs and expenses in respect of:

1. Death of or bodily injury to or illness of any person (fatal or otherwise) or damage to property Other than property belonging to the School to a limit of £ in respect of any one Accident.
2. Damage to any property belonging to the School to a limit of £ 5 million in respect of any one Incident in respect of each hiring.

**Provided that I, on behalf of my organisation, take out Public Liability Insurance as a requirement of conditions to use the school premises within the school letting policy.**

I am aware that paying this premium does not absolve myself and my organisation (as the Hirer) of the responsibility for injury or damage caused by our neglect during the hire.

I understand I must give immediate notice in writing, to the Extended Services Co-ordinator, of any accident, damage or proceedings and no repudiation of liability negotiation or admission of liability shall be made to any Third Party. I will also give the same immediate notice, in writing, to the Chair of Governors of the School.

I, on behalf of my Organisation, agree to indemnify and keep indemnified the Governing Body Trustees and Camden Council from and against all loss, damage, costs, claims, demands, expenses or charges which the Governing Body, Trustees or Camden Council may sustain or incur in respect of any matter arising out the use of the school premises or the conditions relating thereto insofar as the same are not covered by the said or any other policy of insurance effected by the Governing Body Trustees or Camden Council or the obligation to give notice of any accident, damage, or proceedings as aforesaid is not fulfilled by us and to pay to the Governing Body, Trustees or Camden Council on demand at the school office or Council's principal offices at Camden all such sums as may be payable by reason of this indemnity.

Signature of Applicant (Mr, Ms, Mrs) \_\_\_\_\_

Occupation\_\_\_\_\_

I understand it is my responsibility, on behalf of my organisation, to ensure that any area of accommodation used in the course of the letting is left in a the condition in which it is found. I must also ensure that my organisation leave the premises at the time stated on the Permit.

Address\_\_\_\_\_

\_\_\_\_\_

Telephone No. (if any) Home\_\_\_\_\_Work\_\_\_\_\_

Date\_\_\_\_\_



(Place on headed paper)

**REMINDER RE: LETTINGS INVOICE**

Dear

We note from our records that the balance of payment for the above letting is now due.

Please pay, by \_\_\_\_\_ (date) the sum of £\_\_\_\_\_ which is the balance now due.

Cheques should be made payable to "The London Borough of Camden" and returned to the school at the address as show above.

\*We would also like to remind you that a deposit of £\_\_\_\_\_ is also due for payment now.

**Failure to pay the amount due by \_\_\_\_\_ (date) will mean that your booking to let part of the school premise will NOT be able to go ahead.**

We thank you for your co-operation.

Yours sincerely,

On behalf of the School.

(\*delete as appropriate)

(Place on headed paper)

**CONFIRMATION OF BOOKING TO LET SCHOOL PREMISES**

Dear

This is to certify confirmation of your booking to let the school premises as detailed in the Letting Invoice dated \_\_\_\_\_ which was previously sent to you.

Please find enclosed a receipt for payment covering the cost of this let.

We hope you will find our premises a satisfactory venue for your let and will consider using us again in the future.

Yours sincerely,

On behalf of the school.

(Place on headed paper)

**HIRER'S AGREEMENT WITH**  
**(EXTENDED SCHOOLS CO-ORDINATORS Certificate)**

This agreement must be signed by both the Hirer (and Agent) and the Extended Schools Co-ordinator.

This agreement calls for the Hirer (or Agent) and the Extended Schools Co-ordinator to check the condition of the area and facilities covered by the Hirer's booking at the beginning and end of the letting.

This agreement also covers any time which is spent by the Extended Schools Co-ordinator or their designated agent on duty beyond that of the Hirer's booking.

**We have agreed that the condition of the area is acceptable on taking charge of the hired area.**

Hirer: Signature: .....

Caretaker: Signature: .....

Date: .....

Time: .....

Hirer: Signature: .....

Extended Schools Co-ordinator: Signature: .....

Date: .....

Time: .....

**Conditions of Letting School Kitchen in “THE HOUSE”**

THE KITCHEN MUST BE LEFT CLEAN AND TIDY AFTER LETTING

1. Ovens and cooker tops must be cleaned.
2. Sinks must be cleaned out and wiped dry.
3. All worktops must be wiped down.
4. Floor must be swept clean and mopped if necessary.
5. All utensils used must be cleaned, dried and returned to their original place.
6. The dishwasher must be turned on and emptied at the end of the cycle
7. **Only adults over the age of 18** preparing food or drinks are permitted access to the kitchen area.
8. **NO CHILDREN** in the kitchen at any time.

You are advised that you must adhere to the times agreed as stated in your letting agreement.

Please make sure adequate time is left before the end of your let to ensure the kitchen is left clean and tidy.

Please ensure the Kitchen Supervisor’s Certificate has been signed by both yourself (the Hirer) and the Duty Kitchen Supervisor at the beginning and end of the letting.

### **Insurance Cover for School Lettings**

This is to confirm that the London Borough of Camden hire charge maintains a policy offering hirers of school premises public liability cover against third party claims for personal injury and damage to property. Details of this policy and the Borough's advice to schools concerning it are outlined below:

#### **Existing Insurance Cover for School Lettings**

##### Third Party Lettings Policy

Hirers of school premises currently have the option of purchasing public liability cover against third party claims for personal injury and damage to property.

This cover can be bought for a flat rate of £x per hire per day.

Although the purchase of this cover is optional for the hirer, **schools are strongly advised to encourage hirers to take up the offer if they are not already covered by a public liability policy of their own.** For example, in the event of any damage occurring to the school building or contents during a letting, and the hirer not being insured against public liability, the school would have to place a claim under their own buildings and contents policy. In the long run this will have an adverse effect on the school's claims record and possibly result in the payment of a higher premium in the future. It is in your school's interest therefore to draw this offer of public liability cover to the hirer's attention on your lettings form. A possible clause would be "It is strongly advised that you are indemnified by the Council's public liability policy for which a rate of £ will be charged".

This policy would cover hirers against third party claims of up to £ per occurrence, which includes legal costs.

There is an excess of £ for each claim.

All schools in the Borough, including those in the voluntary sector, are able to offer this cover to anyone hiring their premises with the exception of:

- A. political parties, and
- b. Organisations using the premises for business or commercial purposes.

#### **NOTE: FREE HIRING**

**As the policy rating is based on hiring fees charged and declared,  
A nominal sum must be charged to each hirer to validate insurance cover.**

Although the insurance company does not require for any letting to be supervised, it is in the school's interest to make a cursory check of the premises after the hirer has left, in the event of a window being left open or unlocked for example; this will guard against damage from occurring.

Reviewed by Governing Body	Autumn Term 2011		
Next Revision ( Please highlight as appropriate)	Annual	Bi-annual	<b><u>Tri- annual</u></b>
To be reviewed	Autumn Term 2014		