



WALTHAMSTOW HALL  
SEVENOAKS

## LETTINGS POLICY

### Charity Law principles

In deciding whether to hire the School's land, buildings and facilities, Governors must consider:

1. whether the hiring activity is in furtherance of the School's charitable purposes (*objects*);
2. whether the School has the requisite power to carry out the hiring activity (*powers*); and
3. their duties as charity trustees (*duties*).

### Objects

The Governors must ascertain whether the proposed hire falls within the objects of the School:

*To advance education by the provision of a preparatory and secondary day school for girls with a preference for the daughters of Protestant Christian Missionaries with facilities for boys to be admitted to the sixth form.*

Hiring activities that are in direct furtherance of the School's charitable objects can be carried on by the School itself and the fee charged may be at a commercial or discounted rate. In these instances, it is not necessary for the entity hiring the premises to be a charity. What is important is that the *use* that will be made of the premises falls within the School's charitable objects. It is more usual, however, that premises hire falls outside the School's charitable objects

### Powers

Relevant powers to raise funds and to set up a subsidiary company, are contained in the Charity's governing documents.

### Duties

The key duties for Governors, as charity trustees, include the duty to act in the Charity's best interests (that is, the interests of the Charity's purposes), the duty to manage resources responsibly and the duty to act with reasonable care and skill. In doing this, the Governors will need to consider such things as whether the proposed hiring activity makes a prudent use of the Charity's assets, whether the activity is of an appropriate risk and reputation profile and whether it can be managed by those with an appropriate skillset.

### General

As Trustees of the Charity, the Governors are under a duty to maximise the benefits that the School derives from its assets. The Governors wish to promote the use of the School's facilities when and where appropriate outside of core School hours; this includes Letting out of facilities to clubs, organisations and members of the public.

## **Hiring Premises through a Trading Subsidiary**

The School has established a Trading Subsidiary Company – Walthamstow Hall (Sevenoaks) Ltd – for the Letting of the School's facilities to those organisations that do not meet the criteria of the aim of the Charity. A Deed of Covenant has been established to make charitable donations from the Trading Subsidiary Company to the Charity (the School) in respect of each financial year. In accordance with Charity guidance, Lets will be at a commercial rate.

### **Scope**

This policy is applicable to the letting / hiring of School buildings and premises to third parties.

### **Commercial Use of School Premises**

'Premises hire' refers to the following common commercial uses of School land, buildings and facilities, and encompasses other similar uses:

- Whole premises hire during the School holidays to organisations running summer schools, activity camps or conferences;
- Hiring specific facilities such as The Ship, swimming pool or tennis courts on a one-off or regular basis to groups (local or otherwise);
- Wedding functions or other one-off event hire; and
- Film and location hire.

It is usual that the above activity comes with the provision of additional services such as cleaning or maintenance services, catering, use of technicians or event coordination.

### **Objectives**

To ensure that:-

- a. Appropriate liaison is in place between the School and the hirer.
- b. Any licensing / regulatory requirements have been identified and associated responsibilities agreed.
- c. Emergency and security issues have been adequately considered.

### **Guidance**

All letting / hiring should be arranged through the Bursar. The Bursar will establish what the needs of the hirer are and any specific licensing / regulatory requirements, which may include:

- a. Public Entertainment Licence.

This is required for the staging of a dance, disco, concert or similar type of entertainment if the event is open to the public.

A licence is not required if the event is only by members of the organisation arranging it, (eg F&PWH or the School) and their guests. The Bursar should contact the local authority to establish whether a licence is required.

- b. Theatre Licence.

This is required for the production of dramatic performances (play, ballet or similar) where the public can attend (for the purposes of a Theatre Licence parents are deemed to be members of the public).

The hirer should be briefed on the security policy of the School, specific areas to clarify are:

- a. The prevention of unauthorised access, including out of normal hours use.
- b. The maintenance of escape routes / emergency access.
- c. Specific restrictions on use / rules of the School.

The hirer must be briefed on the emergency procedures, including

- a. Knowledge of the evacuation route.
- b. Location of escape routes.
- c. Access to telephones.
- d. Access to first aid provision.

The Bursar should ensure, in conjunction with the duty Caretaker that:

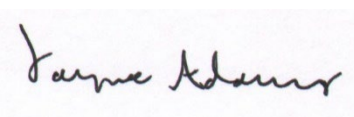
- a. Relevant escape routes are unlocked and available for use.
- b. The hirer is familiar with the layout, fire arrangements and location of designated assembly points.
- c. The hirer is familiar with fire alarm call points, telephone locations and emergency contact numbers.

The Bursar should request details of insurance arrangements from the hirer and whether the School policy is appropriate

***Walthamstow Hall policies are approved, ratified and reviewed regularly by the Governing Body and in the light of statutory requirements.***

Reviewed March 2023  
Next Review Date March 2024

Signed: .....



.....Date:.....17 March 2023.....

Mrs J B Adams  
Chairman of the Governing Body

Appendix:

- I Lettings Agreement

# LETTINGS AGREEMENT

The safeguarding of children and young people underpins the work of Walthamstow Hall and must be adhered to as a prime responsibility. Hirers must ensure that children and young people under the age of 18 using the facilities are supervised at all times as they may not be the sole users of the building.

Walthamstow Hall buildings in Hollybush Lane and Bradbourne Park Road, Sevenoaks, provide a range of amenities, which are available for hire at various times in the evenings, at weekends and during holidays.

Most facilities are available, subject to them not being used by pupils and staff of the School. These include:-

- The main Assembly Hall and The Hub
- The Ship Theatre
- Sports Hall
- Mulberry Hall
- EBH Arts Centre and Drama Studio
- The dance Studio
- The Swimming Pool
- The Field
- Classrooms
- Senior and Junior School courts
- Junior School Assembly Hall
- Junior School Dinning Hall

## **Priority for use of the facilities will be made as follows:-**

- Academic use for pupils and academic events
- Non-profit making registered Charities
- State schools
- Independent Schools
- Private Individuals
- Company users

## **Procedure for bookings**

Bookings are made through the Bursar as authorised by the Governing Body and will be confirmed in writing.

Outline charges are set by the Bursar and are reviewed annually.

Specific charges are set at the time of the contract.

A diary is kept by the Bursar of all School and outside use of the premises and grounds after School, in the evenings, at weekends and holidays.

The School reserves the right to assess each application for hire and refuse a hire if there are any concerns over licensing or inappropriate supervision.

## **Roles and Responsibilities**

The Bursar is responsible for maintaining and coordinating the Lettings' diary.

Opening and closing of the School is undertaken by the Caretakers/Cleaners.

Supervision during the lettings is the responsibility of the **user**. The user is also responsible for the security of the area of the School being used.

Post letting checks are made by the Caretakers and reported to the Bursar.

Due care and attention is to be paid to undue wear and tear of the premises and equipment.

The Hirer/User is responsible for and should pass a copy of any relevant insurance documents to the Bursar.

## **Hours of availability**

Lets are available between 17.00 and 22.30 on weekdays and 08.00 – 23.30 at weekends and holiday times. Later finishes can be accommodated at the weekends.

The School buildings will not generally be available for use on Bank Holidays, except by prior arrangement and subject to Caretaking staff being available.

The School is not available for Lettings between Christmas and New Year.

## **Financial Matters**

A separate company (Walthamstow Hall (Sevenoaks) Ltd) has been set up to manage the financial matters pertaining to lettings.

All income from the use of School facilities will be used to maintain and enhance facilities at the School.

An annual report on the accounts of the company Walthamstow Hall (Sevenoaks) Ltd is presented to the Finance Committee of the Governing Body for review.

## **Charges and Deposits**

The School reserves the right to request a deposit over and above the hiring charges as a surety against damage to the premises and equipment, or if the premises are left in an unacceptable condition, necessitating additional costs for cleaning or caretaking.

## **Security**

The School may insist on a Caretaking presence to ensure that the hirer does not leave the premises vulnerable to damage or theft.

The hirer should be briefed on the security policy of the School, specific areas to clarify are:

- a. The prevention of unauthorised access, including out of normal hours use.
- b. The maintenance of escape routes / emergency access.
- c. Specific restrictions on use / rules of the School.

## **Condition of hire**

The use of the premises is to be restricted to the use of specified area in the confirmation agreement.

The hirer should take all necessary precautions to prevent any damage to the premises.

The hirer will be responsible for any injury to persons or damage to property arising out of the hiring of the premises unless such injury or damage results from negligence on the part of the School.

Sub-Letting of the premises is prohibited.

## **Public Safety**

The hirer shall be responsible for the prevention of overcrowding such as would endanger public safety and is responsible for keeping clear all gangways, passages and fire exits within their let area.

The hirer will be briefed on the emergency procedures, including:

- a. Knowledge of evacuation routes.
- b. Location of escape routes.
- c. Access to telephones and details of site location.
- d. Fire arrangements including fire alarm call points and location of designated assembly points.

## **First Aid**

The School does not take any responsibility for provision of First Aid other than there are automatic defibrillators available at the Pool Lobby, The Hub and at the Junior School, outside the School Office.

## **Non-smoking**

The School adheres to government legislation and is a non-smoking environment. All hirers must adhere to these regulations.

## **Parking facilities**

Parking facilities may be available on the premises.

## **Litter**

The hirer is responsible for leaving the School's facilities litter free.

## **Behaviour**

Hirers of the facilities are responsible for the behaviour of those present and full supervision by a responsible adult is imperative.