MYTHAM PRIMARY SCHOOL

# Lettings Policy

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| **Policy owner** | Miss Sarah Cole – Business Manager |
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| **Approved by** | Resources Committee |
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**Contents**


| Section | | Page |
|---|---|---|
| 1 | Introduction | 3 |
| 2 | Definition of a Letting | 3 |
| 3 | Charges for a Letting | 3 |
| 4 | VAT | 4 |
| 5 | Management and Administration of Lettings | 4 |
| 6 | The Administrative Process | 4 |
| 7 | Terms And Conditions for The Hire of The School Premises | 5 |
| 8 | Safeguarding | 9 |
| 9 | Data Protection | 10 |

| Appendix | | Page |
|---|---|---|
| A | Contract of Use of Facilities of Mytham Primary School | 11 |

## 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 pupils, and any lettings of the premises to outside organisations will be considered with this in mind. The Governing Body will ensure that decisions relating to lettings are made fairly and without unlawful discrimination in accordance with the Equality Act 2010.

## 2. Definition of a Letting

A letting is defined for the purposes of this Policy as "a non-exclusive licence use of the school premises (buildings and grounds) by either a community group (such as a local youth group or football team), or a commercial organisation (such as the local branch of 'Weight Watchers')".

A letting must not interfere with the primary activity of the school, which is to provide a high standard of education for all its pupils.

Use of the premises for activities such as staff meetings, parents' meetings, Governing Body meetings and extra-curricular activities of pupils supervised by school staff, fall within the corporate life of the school. Costs arising from these uses are therefore a legitimate charge against the school's delegated budget.

It is stressed that the letting is non-exclusive and that the School may enter and remain on the part of the premises that is subject to the letting at any time.

## 3. Charges for a Letting

The Governing Body is responsible for setting charges for the letting of the school premises. A charge will be levied which takes into consideration the following:

- Cost of services (heating and lighting);
- Cost of staffing (additional security, caretaking and cleaning) - including "on-costs";
- Cost of administration;
- Cost of "wear and tear";
- Cost of use of school equipment (if applicable).

Where there are multiple lettings taking place at the same time, the costs for services and staffing will normally be shared between the organisations involved.

The school reserves the right to request a refundable damage deposit for one-off events or higher-risk lettings.

The specific charge levied will be reviewed annually, during the spring term, by the Resources Committee for implementation from the beginning of the next financial year, with effect from 1 April of that year.

Current charges will be provided in advance of any letting being agreed.

**4. VAT**

In general, the letting of rooms for non-sporting activities is exempt from VAT, whereas sports lettings are subject to VAT (although there are exemptions under certain circumstances). For specific lettings, clarification will be sought from Bolton Council Finance Department.

**5. Management and Administration of Lettings**

The Headteacher is responsible for the management of lettings, in accordance with the Governing Body's policy. Where appropriate, the Headteacher may delegate all or part of this responsibility to other members of staff, whilst still retaining overall responsibility for the lettings process. Use of the facilities will be prioritised for non-profit making groups.

**6. The Administrative Process**

Organisations seeking to hire school premises should approach the Business Manager who will identify their requirements and clarify the facilities available.

An Initial Request Form (a copy of which is attached to this policy) should be completed at this stage. 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. No public announcement of any activity or function taking place should be made by the organisation concerned until the booking has been formally confirmed. The school reserves the right to refuse any application which is considered incompatible with the school's values, reputation, safeguarding duties, health and safety requirements or educational purposes.

Once a letting has been approved, a letter of confirmation will be sent to the hirer by the School, setting out full details of the letting and enclosing a copy of the terms and conditions and the hire agreement.

The letting should not take place until the signed agreement has been returned to the school. The person applying to hire the premises will be invoiced for the cost of the letting, in accordance with the Governing Body's current scale of charges and payment shall be made in advance.

The hirer must be a named individual and the agreement must be in their name, giving their permanent private address. This avoids any slight risk that the letting might be held to be a business tenancy, which would give the hirer security of tenure.

All lettings' fees, which are received by the school will be paid into the school's bank account, in order to offset the costs of services, staffing etc (which are funded from the school's delegated budget).

In addition to the contract, a 'Transfer of Control Agreement' must also be signed.

Income and expenditure associated with lettings will be regularly monitored.

## 7. Terms And Conditions for The Hire of The School Premises

All terms and conditions set out below must be adhered to. The "Hirer" shall be the person making the application for a letting, and this person will be personally responsible for payment of all fees or other sums due in respect of the letting.

### 7.1. Status of the Hirer

Lettings will not be made to persons under the age of 18, or to any unlawful group.

The hire agreement is personal to the hirer only, and nothing in it is intended to have the effect of giving exclusive possession of any part of the school to them or of creating any tenancy between the school and the hirer.

If a particular letting involves contact with children or vulnerable adults, all personnel involved must undergo safeguarding checks in accordance with legislation and local authority/DFES guidance (e.g. have undertaken appropriate DBS and barred list checks).

All checks must be in place prior to personnel working on the premises. The school must receive a copy of the group's safeguarding policy. A record of these checks must be kept and made available if requested by governors.

Any adults working with the school's pupils (for example, at an after-school sports club) must be appropriately qualified.

Sports coaches must follow the Bolton Council guidelines for working in schools.

### 7.2. Priority of Use

The Headteacher and/or Chair of Governors will resolve conflicting requests for the use of the premises, with priority at all times being given to the smooth running of the school.

### 7.3. Attendance/Registers

The Hirer shall ensure that the number of persons using the premises does not exceed that for which the application was made and approval given. Each group must keep a register of all people (adults and children) attending each session.

**7.4. Behaviour**

The Hirer shall be responsible for ensuring the preservation of good order for the full duration of the letting and until the premises are vacated.

**7.5. Public Safety**

The Hirer shall be responsible for the prevention of overcrowding (such as would endanger public safety), and for keeping clear all gangways, passages and exits.

The Hirer shall be responsible for providing adequate supervision to maintain order and good conduct, and – where applicable - the Hirer must adhere to the correct adult/pupil ratios at all times.

**7.6. Risk**

It is the Hirer's responsibility to ensure that all those attending are made aware of the fact that they do so in all respects at their own risk. Hirers must undertake and retain appropriate risk assessments for all activities taking place on school premises and provide copies to the school on request.

**7.7. Damage, Loss or Injury**

The Hirer warrants to the Governing Body that it has appropriate public liability insurance to cover all its legal liabilities for accidents resulting in injuries to persons (including all participants in the activity for which the premises are being hired), and/or loss of or damage to property, including the hired premises, arising out of the letting.

Hirers must hold public liability insurance with a minimum indemnity limit of £5 million and provide evidence before the letting can be confirmed. Neither the school, nor Local Authority will be responsible for any injury to persons or damage to property arising out of the letting of the premises.

**7.8. Furniture and Fittings**

Furniture and fittings shall not be removed or interfered with in any way. No fittings or decorating of any kind necessitating drilling, or the fixing of nails or screws into fixtures which are part of the school fabric, are permitted. In the event of any damage to premises or property arising from the letting, the Hirer shall pay the cost of any reparation required.

**7.9. School Equipment**

This can only be used if requested on the initial application form, and if its use is approved by the Headteacher. Responsible adults must supervise the use of any equipment, which is issued and ensure its safe return. The Hirer is liable for any damage, loss or theft of school equipment they are using, and for the equipment's safe and appropriate use.

**7.10. Storage**

Storage of equipment shall be with the agreement of the school.

**7.11. Electrical Equipment**

Any electrical equipment brought by the Hirer onto the school site MUST comply with the LA code of practice for portable electrical appliance equipment. Equipment must either have a certificate of safety from a qualified electrical engineer or be inspected by the LA. The intention to use any electrical equipment must be notified on the application.

**7.12. Car Parking Facilities**

Subject to availability, these may be used by the Hirer and other adults involved in the letting. No guarantee of availability is given.

**7.13. Toilet Facilities**

Access to the school's toilet facilities is included as part of the hire arrangements for rooms inside the school.

**7.14. First Aid Facilities**

There is no legal requirement for the school to provide first aid facilities for the Hirer. It is the Hirer's responsibility to make their own arrangements, such as the provision of first aid training for supervising personnel, and the provision of a first aid kit, particularly in the case of sports lettings. Use of the school's resources is not available. Any accidents should be reported as outlined in the school's Health and Safety policy.

**7.15. Food and Drink**

No food or drink may be prepared or consumed on the property without the direct permission of the Governing Body, in line with current food hygiene regulations.

**7.16. Animals**

No animals may be brought onto the site without the prior agreement of the governors.

**7.17. Litter**

All litter must be placed in the bins provided. Bin bags should be tied and placed in the school bins following evening or weekend lettings.

**7.18. Intoxicating Liquor**

Alcohol may only be brought onto or consumed on the premises where prior written permission has been granted by the school and all licensing requirements have been met.

**7.19. Smoking**

The whole of the school premises (including the playgrounds) is a non-smoking area, and smoking is not permitted.

**7.20. Copyright or Performing Rights**

The Hirer shall not, during the occupancy of the premises, infringe any subsisting copyright or performing right, and shall indemnify the LA against all sums of money which the LA may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

**7.21. Sub-letting**

The Hirer shall not sub-let the premises to another person.

**7.22. Charges**

Hire charges are reviewed annually by the governors in the spring term by the resources committee.

**7.23. Cancellation, Refunds and Termination of Hire**

The School reserves the right to cancel any letting where:

- The premises are required for school purposes;
- The School is closed due to adverse weather, emergency maintenance, utility failure or any circumstance beyond the School's reasonable control;
- There are concerns relating to safeguarding, health and safety, security or inappropriate use of the premises;
- The Hirer has breached any of the terms and conditions of this agreement.

Where the School cancels a letting, any fees paid in advance for the cancelled period will normally be refunded in full.

Hirers wishing to cancel a booking must provide notice in writing to the School as soon as possible.

Where less than 14 days' notice of cancellation is provided, the School reserves the right to retain some or all of the hire fee to recover costs already incurred, including staffing, administration, cleaning, security or other associated costs.

Refunds will only be issued where the School has not incurred unrecoverable costs as a result of the booking.

The School reserves the right to terminate any hire agreement with immediate effect where there is a breach of these conditions, concerns regarding safeguarding, health and safety, unlawful activity, damage to property or behaviour that may bring the School into disrepute. In such circumstances, no refund will be payable.

**7.24. Variation of Scales of Charges and Cancellations**

The Hirer acknowledges that charges may be reviewed annually by the Governing Body. The School reserves the right to amend charges or cancel lettings in accordance with Section 7.22 of this policy.

It is the Hirer's responsibility to notify parents in writing (where appropriate) of any changes in dates or venues at least a week in advance.

**7.25. Security**

Arrangements for securing the premises following any lettings will be discussed and agreed at the time of booking. Only named key holders may operate the security systems. Keys should not be passed to any other person without direct permission of the Governing Body of the school.

**7.26. Right of Access**

The Governing Body reserves the right of access to the premises during any letting. The Headteacher or authorised members of the Governing Body may monitor activities from time to time.

**7.27. Conclusion of the Letting**

The Hirer shall, at the end of the hire period, leave the accommodation in a reasonably tidy condition, all equipment being returned to the correct place of storage. If this condition is not adhered to, an additional cost may be charged.

**7.28. Vacation of Premises**

The Hirer shall ensure that the premises are vacated promptly at the end of the letting. The Hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult. In the event of an emergency, occupants must leave the school by the nearest exit and assemble on the school playground. The Hirer must have immediate access to participants' emergency contact details, and ensure systems are in place for contacting parents in case of emergency. Hirers are responsible for familiarising themselves with emergency exits and must ensure that all participants are aware of evacuation procedures. Long-term hirers should undertake a periodic fire evacuation drill and keep a record of this.

***Failure to comply with any of these conditions could mean removal of permission for future use.***

**8. 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.

The hirer confirms that, should any safeguarding concerns present themselves during the hire of the school premises, they shall contact the Headteacher as soon as reasonably practicable.

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).

Hirers must ensure that they have a suitable procedure for managing allegations against staff and volunteers and must notify the School immediately of any safeguarding allegations arising from activities taking place on the premises.

The School reserves the right to suspend or terminate a letting immediately if safeguarding information comes to light which affects the suitability of the hirer, organisation or individuals involved in the activity.

The School reserves the right to request evidence of DBS checks, qualifications, risk assessments, insurance documentation and safeguarding training before approving or continuing any letting.

*Our school aims to support all families and the wider community. Any queries or concerns regarding individual policies will be considered on an individual basis.*

**9. Data Protection**

*Personal information supplied as part of the lettings process will be processed in accordance with the school's Data Protection Policy and Privacy Notices.*

**APPENDIX A**

**CONTRACT OF USE OF FACILITIES OF Mytham PRIMARY SCHOOL**

**CONDITIONS OF USE**

- The governors of Mytham Primary School, or their nominees, take sole responsibility for bookings, activities to be undertaken and have the right to refuse or restrict entry to any part of the building.
- Any booking made by telephone will be provisional. The booking will be confirmed on receipt of the deposit, the full charge must be paid no less than 14 days before the booking, or when returning the application form if closer to the day of hire. A standing order may be set up for a regular booking.
- Charges will be incurred if room hire extends the time stated by more than 15 minutes either side without prior notification. Equally, charges will apply if you fail to turn up for a session without prior notification.
- The management reserves the right to refuse or cancel a booking without a reason being stated.
- The management retains the right of entry to the school before, during or after and hiring.
- Rental costs will depend on the number of rooms used and the cost will be reviewed annually by the governing body.
- All areas are no smoking areas.
- Emergency exits must be kept clear during the hire period; and any other fire, smoking or safety regulations must be observed. It is the responsibility of the hirer to ensure they are aware and make all persons aware of the emergency exits.
- The hirer will be responsible for room layout unless previous agreement has been made, which should be made clear when completing the booking form.
- Organisers are responsible for maintaining acceptable standards of behaviour and all groups must be supervised by a responsible adult over the age of 18
- Each group to keep a register of all persons attending each session, both adults and children.
- Long-term hirers should undertake periodic fire evacuation practices and maintain a record where appropriate.
- Groups must leave the premises clean and tidy and no furniture is to be moved into or out of the dining room without the consent of school.
- All breakages, damage, loss or theft of school equipment will be charged for.
- No animals may be brought onto the site without the prior agreement from the governors.
- No groups may exceed the fire regulation figures for any part of the building.
- Alcohol may only be brought onto or consumed on the premises where prior written permission has been granted by the school and all licensing requirements have been met.
- The governors cannot accept responsibility for accident or injury caused by any activity during the use of the premises.
- Personal accident insurance is the responsibility of each group.
- Storage of personal equipment shall be by agreement with the school.
- The premises are not licensed for the sale of alcohol, but event licences can be obtained. You are responsible for making sure that any event licences for the sale of alcohol are obtained and that proof of such licence is provided to the Business Manager at least 7 days prior to the event taking place.
- Failure to comply with any of these conditions could mean removal of permission for further use.
- The school reserves the right to cancel any letting at short notice where circumstances beyond its reasonable control make the premises unavailable, including severe weather, emergency maintenance, safeguarding concerns or other operational requirements.
- The hirer is required to provide details of their public liability insurance and their named safeguarding lead (where applicable)

The individual or organisation named on the Room Hire Booking Form (“you” / “the hirer”) shall be responsible for ensuring that these conditions are met in ALL respects. If you are not present at the event, you must ensure that a named representative reads and understands these Terms and Conditions

# Mytham Primary School

Mytham Road, Little Lever, Bolton BL3 1JG

***Telephone: 01204 333556***

***Email: office@mytham.bolton.sch.uk***


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|---|---|---|---|---|---|---|---|
| **Name of Premises** | Mytham Primary School | | | | | | |
| **Name of Organisation and Applicant** | | | | | | | |
| **Full Name & Address of Applicant** | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| **Telephone Number** | | | | | | | |
| **Date(s) hire required** | | | | | | | |
| **Days Required** | Mon | Tue | Wed | Thur | Fri | Sat | Sun |
| | | | | | | | |
| **Time(s)** | | | | | | | |
| **Any Special Instructions?** | | | | | | | |
| **Anticipated number of persons in attendance** | | | | | | | |
| **Details of Activity** | | | | | | | |
| **Is the Activity Fee Paying?** | **YES** | | | **NO** | | | |
| **Lock/Unlock Premises Required - £25 charge** | **YES** | | | **NO** | | | |

| | | | | |
|---|---|---|---|---|
| **Accommodation requirements (Please ✓)** | **Hall** | **Playground** | **Playing Field** | |
| | | | | |
| | **Classroom(s)** | **Use of Mats** | **Use of toilets** | **Use of car park** |
| | | | | |

Signed: _____Date: _____

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**FOR OFFICE USE ONLY**

The use of the facilities detailed above is agreed subject to the conditions outlined on the lettings contract which must be signed and returned to the Head Teacher prior to the booking.

Signed: _____Date: _____