





# Lettings Policy

<b>Status</b>	Current
<b>Maintenance</b>	Finance, Premises & Personnel
<b>Approval</b>	Finance, Premises & Personnel
<b>Date Active</b>	29 <sup>th</sup> September 2025
<b>Review Date</b>	31 <sup>st</sup> July 2026
<b>Signed by</b>	 Mrs E Hodge (Headteacher) – 29/9/25
	 Mrs K Edern (Chair of Governors) – 29/9/25

## **INTRODUCTION**

The letting of the school premises by the community is welcomed.

## **GUIDELINES**

- Use of the premises for school functions will take priority over lettings.
- The Governing Board will set charges for lettings guided by the following principles:-
  - i) Lettings to Devonshire Road Parents' & Staff Group will be free of charge. (For example Autism Awareness Meetings)
  - ii) Lettings to the Devonshire Road toddler group will be free of charge as this is a community service which serves the families of our school.
  - iii) Lettings to other groups within the community will be charged at cost, to cover caretaking, energy, wear and tear, administration. This cost will be determined by the Governing Board.
  - iv) Hirers will be informed, at the time the application is approved, of the charge for the facilities required and any anticipated date for review.
  - v) The school reserves the right to cancel any letting if the accommodation is required for urgent or academic business. In these circumstances the hirer will be reimbursed.
  - vi) The school reserves the right to cancel any letting if the memorandum of agreement is not adhered to.
- Income derived from lettings will be retained by the school and costs to the school of lettings will be met from this income.
- The school premises will not be let to individuals or organisations if there is reason to believe that the name of the school will be brought into disrepute.
- Decisions whether to permit lettings will be made by the Governing Board. If the Head Teacher believes a letting should not be permitted they will report the reasons to the Governing Board.

## Charges Schedule

	Other Use
<b>One room</b>	
<i>upto 2 hours</i>	£30
<i>each extra hour</i>	negotiable
<b>Hall</b>	
<i>upto 2 hours</i>	£30
<i>each extra hour</i>	£15
<b>Playground</b>	
<i>upto 2 hours</i>	Negotiable dependent on
<i>each extra hour</i>	need and use of facilities

## **SAFEGUARDING**

The primary consideration for any school letting is the safety and well-being of children. KCSIE (Keeping Children Safe in Education) places legal duties on schools to ensure arrangements for letting school premises to third parties effectively safeguard and promote the welfare of children, including clear policies for vetting hirers, managing DBS checks, establishing procedures for reporting safeguarding concerns, and ensuring ongoing monitoring of the arrangements. Schools must also consider their Prevent duty and have a strategy for addressing any safeguarding allegations that arise during lettings.

When services or activities are provided, under the direct supervision or management of our staff, our arrangements for child protection will apply to those services /activity providers. An assessment of the education value, the age appropriateness of what is going to be delivered and whether relevant checks will be required.

However, where services or activities are provided separately by another body, we seek assurance that the body concerned has appropriate safeguarding and child protection policies and procedures in place (including inspecting these as needed); and ensure that there are arrangements in place to liaise with us on these matters where appropriate. We ensure safeguarding requirements are included in any transfer of control agreement (i.e., lease or hire agreement), as a condition of use and occupation of the premises; and that failure to comply with this would lead to termination of the agreement.

## **ROLES AND RESPONSIBILITIES**

- All persons hiring the school premises will be expected to conform to the relevant Health and Safety regulations.
- All hirers must carry sufficient Third Party Liability Insurance to satisfy Bolton Metropolitan Borough Council.
- The hirer will be held responsible for their own legal liabilities in respect to any damage caused to any part of the school



## **Devonshire Road Primary School** **LETTING OF SCHOOL PREMISES**

### **MEMORANDUM OF AGREEMENT**

**NAME OF ORGANISATION** .....

In consideration of the School Governors granting me/us the use of any part or whole of the above premises, I/we agree to replace or pay to the Governors the cost of making good any damage caused to the premises by reason of the use of the premises by me/us (except damage caused by fire).

I/we understand that school will request and hold specific information which will enable them to secure the safety of children, and the protection of their premises which we are hiring part of the school. I understand that I have a duty to immediately report any safeguarding concerns to the school's DSL via email: [hodgee@devonshire.bolton.sch.uk](mailto:hodgee@devonshire.bolton.sch.uk)

By signing this document, I am agreeing to this.

It is further acknowledged and agreed that the School Governors give no warranty of the suitability of the premises for the use to which I/we intend to put them and I/we hereby agree to indemnify the Governors, against all actions, costs, claims and demands arising out of any accidents which may occur on the said premises by reason of the use of the premises by me/us provided that the same is not due to any act, omission or default of the Governors. I/we will ensure that I/we have our own complaints procedure which will be followed in the event of a complaint.

It is further acknowledged and agreed that I/we will indemnify the Governors in respect of all actions, costs, claims and demands arising out of any breach of copyright as defined in the Copyright Act 1956 (as amended) or under any other enactment in that behalf for the time being in force in respect of any performance of any literacy, dramatic or musical work which takes place or which is given whilst the said premises are being used by me/us, our servants or agents.

It is further acknowledged and agreed that I/we will not engage in fly-posting (indiscriminate display in unauthorised places of posters etc, publicising the function or event for which the premises are to be used.) I also note that the Town & Country Planning (Control of Advertisements) Regulations 1984 provide that penalties up to £100 may be imposed for unauthorised advertisement.

If the letting involves the use of the school car park, I/we understand that vehicles parked on school premises are parked at the owner's own risk and that school will take no responsibility for any damage caused to such vehicles.

Smoking (including e-cigarettes/vapes) is not permitted within the school building or grounds.

If the letting involves the use of the school playing playground, the user must ensure that no **dogs are allowed on the school premises** and that any spectators must be informed accordingly.

I understand that this letting will be terminated if I/we do not uphold our roles and responsibilities as outlined in this lettings policy.

Signature .....

**Designation** .....

Date

**Accommodation Required:**

.....

**Agreed cost**.....

Date

**Signed** .....

Date

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### FOR SCHOOL USE ONLY

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

Details of charges to be made: .....

DBSs in place (date checked & signature of person checking): .....

Child Protection and Safeguarding Procedures (date checked & signature of person checking): .....

Public Liability Insurance in place (date & signature of person checking): .....

*I am satisfied that the organisation/person hiring within our school has understood their roles and responsibilities and, I believe them to be a suitable candidate.*

Signed: .....

Date:.....

*Head Teacher*