



Devonshire Road Primary School

### **School Lettings Policy**

Status	Current
Approval	Finance & Premises Committee
Date	May 2023
Maintenance	Finance & Premises Committee
Responsibility	Head Teacher
Date of next review	May 2025

## **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' Groups 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 set up by the school.
  - iii) lettings to bona fide community groups will be charged at cost, to cover caretaking, energy, wear and tear, administration.
  - iv) lettings to all other hirers will be charges at a cost plus a small profit margin determined by the Governing Board.
  - v) Hirers will be informed, at the time the application is approved, of the charge for the facilities required.
  - vi) 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.
- 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 he/she will report the reasons to the Governing Board.

## **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.
- If the letting solely involves use of the school annexe, the hirer will be provided with a set of keys. These must not be duplicated and must be returned at the end of the letting period.
- Hirers are responsible for ensuring that everyone taking part in the lettings activity in the school and all spectators are properly and adequately supervised.
- With the exception of guide dogs, dogs are not permitted on the school grounds.
- Smoking (including e-cigarettes) is not permitted within the school building or grounds.
- Playgrounds and buildings must be left in a clean and tidy condition after use.
- No alcohol must be brought onto or consumed on the school premises.

## **CONCLUSION**

The Governing Board desires to make the premises available outside school hours to the local community. This policy follows reasonable directions from the LA, including obtaining the LA's consent before entering into a transfer of control agreement, to encourage community use of the premises. It will be reviewed at least every three years and more often if required.



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

**MEMORANDUM OF AGREEMENT**

**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).

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 literary, 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) 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.

Signature .....

Designation ..... Date .....

**Accommodation Required:**

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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.

Charge to be made: .....

Signed: .....  
Head Teacher

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