



Mater Ecclesiae

Catholic Multi Academy Trust

'One Family in Christ'

Mater Ecclesiae Trust Lettings Policy

This policy has been adopted at Trust level while awaiting issue of a final policy from the Diocese of Lancaster

This document has been approved for operation within:	All Trust Establishments		
Policy Status	This is a policy for the lettings of Trust school buildings and grounds		
Approved by:	Finance, Audit, Risk and Resources Committee of the Trust Board of Directors		
Owner:	CEO		
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Contents

1. Introduction	3
2. Definitions	3
3. Policy Aims	3
4. Roles and Responsibilities	4
5. Letting Procedures	5
6. Suitable Lettings	7
7. Charges for lettings	7
8. Public liability and accidental damage insurance	8
9. Safeguarding	8
10. Access	9
11. Copyright or performing rights	9
12. Electrical equipment	9
13. School equipment	9
14. Site security	10
Appendix 1: School Letting Initial Application Form	
Appendix 2: Letting Checklist Form for Schools	
Appendix 3: School Letting Application Agreement	
Appendix 4: School Letter of Confirmation Template	



Mater Ecclesiae Catholic Multi Academy Trust Mission Statement

We are 'One Family in Christ' delivering the Catholic mission of the Diocese of Lancaster and serving the family of Catholic schools in the Preston area, under the patronage of Mary the Mother of the Church - Mater Ecclesiae.

Our vision is to work together to meet the needs of all and strive for excellence. Within our family, members of our community are loved and valued as unique individuals, made in the image of God. They are respected and cherished and given every opportunity to grow together.

As 'One Family in Christ' we embrace, celebrate and inspire our diverse communities to achieve their full potential

1. Introduction

Mater Ecclesiae Catholic Multi Academy Trust recognises that the schools' premises are an important asset. The primary purpose of school premises is to provide accommodation for the teaching, learning and welfare of its students. When not required by the school, the Trust will allow the premises to be hired out as they provide a valuable resource for the local community and are a potential source of income. **However, the requirements of the school and the Diocese will always take precedence over external lettings.**

Lettings must be consistent with the objectives of the Church, the Diocese, Academy Trust, the school and are bound by the Trust's funding agreements. No letting may take place that promotes other religions or organisations that are not fully supportive of the Catholic Church and the Church's teachings. Further, schools are not permitted to engage in political activity. As a result, political groups of any kind are not permitted to hire facilities at the school and religious groups outside the Catholic Church are not permitted to hire facilities for worship purposes (see section 6 for further information).

It is important however that requests for lettings are fully considered and are properly documented to ensure all parties are aware of their mutual responsibilities.

2. Definitions

A **letting** is defined as "any use of the school premises (buildings and grounds), by either individuals or group (such as a local music group or football team), or a commercial organisation (such as the local branch of 'Weight Watchers')".

Use of the premises for activities such as staff meetings, parents' meetings, Local 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 budget.

3. Policy Aims

The aims of this policy are to:

- outline the Trust's position in the facilitation of the use of the school buildings and grounds in supporting community activity
- ensure that lettings are fully compliant with all Diocesan expectations
- ensure that lettings can support the life of the school's parish as much as possible
- ensure lettings meet with all legal, safeguarding, health and safety, and financial regulations
- ensure that lettings provide a net financial benefit to each of our school, supporting their upkeep and development.

4. Roles and Responsibilities

The Headteacher will:

- nominate a Lettings Coordinator (usually the School Business Manager, 'SBM') to oversee all aspects of the lettings
- ensure that all lettings uphold the spirit of this policy
- sign off the Lettings Agreement for any letting, ensuring all the appropriate checks have been carried out and fulfilled in line with this policy
- monitor lettings as required
- keep the LGB and Trust informed of lettings and any issues arising from them through the termly Headteacher Report.

The school's Letting Coordinator:

- will be supported by the Trust Estates Lead to ensure they understand the application of this policy in full
- shall liaise with the Trust Estates Lead for support in respect of any new letting that may present risks or challenges that are different to previous lettings
- will ensure that where partnership activities are planned (e.g. between school, the Trust, and other 3rd parties), a responsible identified lead (if not the school) is to be established who takes full responsibility for leadership, finance, lettings application, safeguarding and all aspects of risk management between all parties
- will ensure all the agreed paperwork is in place and has been checked – including any Safeguarding checks needed, Insurances, Risk Assessments and First Aider requirements
- must be clear with any potential Hirer the parameters of any lettings – including those set by the Diocese
- will liaise with the Hirer throughout the process and be the main point of contact for them
- will inform the Hirer with at least a week's notice, wherever possible, if there is a conflict with one of their letting sessions and a school function
- will provide the Hirer with copies of appropriate school policies depending on their letting
- will keep signed copies of the Lettings Agreements and any associated Risk Assessments.

The Hirer:

- **must ensure that at all times the Catholic nature of the Premises must be respected**
- must ensure they understand the requirements of any letting before signing any agreements (including those set by the Diocese) and ensure these are followed
- must ensure that the premises meets the needs of their lettings before signing any agreement (space, access, times available etc.)
- must make it clear at the time of applying details of all the facilities that are required (toilets, parking etc.)
- must ensure Public Liability Insurance has been arranged for all activities and provide a copy of the certificate to school (with a minimum cover of £5 million)
- must ensure adequate supervision for any children; that ratios are appropriate adequate recruitment and vetting checks carried out. They will ensure arrangements are in place to liaise with the school on these matters
- must ensure that any documents and proof requested are presented to the school and all relevant paperwork is returned to school before the letting takes place
- ensures that any sports coaches used are suitably qualified (see section 9)
- will carry out in advance a Risk Assessment for all sports-related activities, including use of equipment, and review them regularly
- must ensure that all the agreements in place are upheld during the letting

- must ensure that payments for lettings are made within the timeframe agreed
- must ensure that the number of persons using the premises does not exceed that for which the application was made and approval given
- will uphold the security of the premises as agreed with school (including any storage of keys, locking of gates etc.)
- will familiarise themselves with any relevant Health and Safety requirements of the premises – including fire safety, reporting accidents
- will not sub-let the premises to another person
- will acknowledge that where there is a conflicting request for the use of the school premises; the priority will always be given to school functions
- must ensure that the premises are left in a clean and tidy condition and all rubbish is placed in the bins provided or removed from the premises
- must ensure that any equipment, including tables and chairs, are returned to their original position at the end of use
- ensure that the school premises are looked after as much as possible and any damage is reported straight away to the school
- ensure that all equipment brought into school is fit for purpose and of an appropriate upkeep (electrical equipment must have an up-to-date Portable Appliance Test (PAT) and be listed on the application form)
- ensure that there is a trained First Aider on site during the letting period and makes its own First Aid arrangements (*there is no legal requirement for the school to provide first aid facilities for a Hirer*)
- ensure that no food or drink is to be prepared or consumed on the premises without the direct permission of the school, and procedures are in line with current food hygiene regulations
- must ensure that nothing is done to cause any nuisance or inconvenience to neighbouring properties or that anything is brought onto the premises which may endanger anyone or render any insurance policies invalid
- understand that all the school premises, including the external areas, are non-smoking areas, and smoking is not permitted – including the use of e-cigarettes. No alcohol is to be permitted on the premises and Hirers must ensure that no intoxicants/unlawful drugs are brought on to or consumed/used on the premises
- shall ensure that the premises are vacated promptly at the end of each period of use or letting. The Hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult. Additional charges will be made where the school are unable to lock up whilst the Hirer ensures children are safely vacated beyond the time agreed in the letting agreement
- will not display any signs or notices at the premises without the prior consent of the Headteacher (who may at their sole discretion refuse such consent)
- will ensure that no alterations are made to the premises and nothing is attached to the walls or ceilings which may cause damage to the premises
- ensure that no animals (other than guide dogs) are permitted inside the premises.

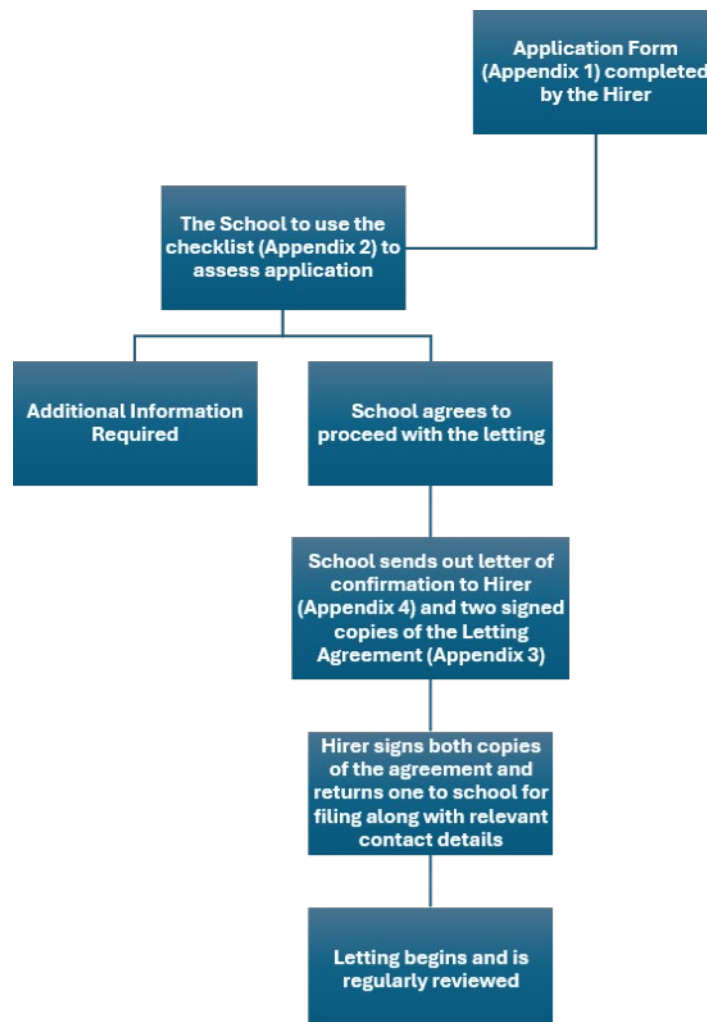
5. Letting Procedures

Those seeking to hire part of the school premises should approach the school, who will identify their requirements and clarify the facilities available.

Steps to be followed:

1. An Initial Application Form (Appendix 1) must be completed by the Hirer at this stage to provide basic details of the applicant. **This should be completed following the reading of this policy**
2. The school will consider the application regarding the matters contained within section 6 of this policy and shall advise the applicant of the decision. The School will use the checklist in Appendix

- 2 to assist this decision. The school will inform the Hirer of any additional information that is required, such as proof of liability insurance or on the 'Transfer of Control' (included in Appendix 2) if applicable
3. Once it has been decided to proceed with a letting, a letter of confirmation (Appendix 4), will be sent to the successful applicant, 'the Hirer', setting out full details of the letting and two copies of the relevant agreement (Appendix 3), both signed by the school. One copy should be kept for their records, the other should be returned to the school
 4. The Hirer must give their full details with the agreement in their name, including their permanent private address (for individual lettings) or named senior personnel, contact details, full business address and any registered Charity/Company registration numbers
 5. **No letting should be regarded as "booked" until the written agreement has been signed by both parties and any charges have been paid in full following approval being given by the relevant person on behalf of the school. The person applying to hire the premises on behalf of the Hirer will be invoiced for the cost of the letting, in accordance with the Local Governing Body's current scale of charges**
 6. No public announcement of any activity or function taking place should be made by the Hirer until the booking has been formally approved as per the above



6. Suitable Lettings

List of suitable lettings (not exhaustive)

- Activities that support our pupils for example sports, crafts, cooking, drama, music, debate, subject specific, coding, games
- Activities that support our community by encouraging healthy lifestyles, personal development or social inclusion for example sports, fitness classes, lifelong learning, employability, parenting support, weight loss, friendship, craft fairs
- Private lettings with no political intent for example business meeting/conferences.

List of unsuitable lettings (not exhaustive)

- Organisations that do not fit the ethos of the Catholic Church and Trust
- Lettings that promote other religions or organisations that are not fully supportive of the Catholic Church and the Church's teachings
- Religious groups outside the Catholic Church are not permitted to hire facilities for worship purposes
- Organisations that promote prejudice or inequality
- Large social gatherings including weddings, birthday parties etc
- Political groups
- Lettings involving high risk activities (e.g. using inflatables, bouncy castles, fireworks)
- Activities involving alcohol/drugs
- Activities involving gambling
- Activities involving or inciting any breach of legislation

7. Charges for lettings

- **The Local Governing Body is responsible for setting charges for the letting of the school premises. Charges should be varied dependent upon the type of facility that is being hired. These could be, sports halls, classrooms, gyms, sports fields etc.**
- To ensure that costs are reasonable and in line with other local facilities being offered elsewhere, the school should benchmark the proposed costs against the cost per hour, for a similar facility in the locality of the school
- Where there are multiple lettings taking place at the same time, the costs for services and staffing will normally be shared between the various Hirers
- **The specific charge levied will be reviewed annually, by the Local Governing Body, for implementation with effect from 1st September of that year.** Current charges will be provided in advance of any letting being agreed
- For one off lettings, charges should be paid before the commencement of the letting and for regular lettings at the agreed time with the school. Failure to do so will mean that no further use of the premises can be made until such costs are paid in full
- All lettings fees which are received by the school will be paid into the school's bank account, to offset the costs of services, staffing etc (which are funded from the school's delegated budget). Income and expenditure associated with lettings will be regularly monitored to ensure that at least a "break even" situation is being achieved
- As the Trust is not VAT registered any charges made in relation for the hiring of school facilities should be made excluding VAT. Should this change in the future the Trust will provide guidance to schools on any variances.

A schedule of suggested hourly charges for use of school premises will be provided annually in half term 5 by the Trust Estates Lead for the following academic year. The suggested rates will be locally benchmarked, will differentiate between long-term and short-term lettings, community and commercial users and whether or not additional school staffing/resources are required, e.g. for site lock-up.

8. Public liability and accidental damage insurance

- It is the Hirer's responsibility to ensure that all those attending the premises are made aware that they do so entirely at their own risk
- There is no requirement to notify RPA of individual hires or lettings. The extension for Hirers Liability (Section 4 – Third Party Public Liability of the RPA Membership Rules) will provide indemnity to a person or group of individuals or an organisation who would **not be expected** to have their own public liability insurance, for example, it would not be the intention of the RPA to provide cover for liabilities of large groups or organisations who are hiring the premises such as a football/swimming club who should provide evidence of such insurances to the school. They would not expect groups of friends getting together to play a sport or families hiring the hall for functions to have their own Public Liability insurance. There is no specific list of what is or isn't covered as this is up to the school to decide. The RPA will continue to indemnify the school for the schools legal liability to pay compensation for personal injury or damage to third party property arising out of the use of its facilities by third party organisations. Risk Assessments should be undertaken, recorded and adhered to
- For organisations, the Hirer must have Public Liability Insurance in place with suitable evidence of cover provided to the Local Governing Body. **The minimum limit for this insurance cover of £5 million.** The Hirer must provide school with a copy of the appropriate certificate of insurance cover before the letting can be confirmed. There may be exceptional circumstances where Public Liability Insurance may not be in place, or a lower limit of insurance can be agreed but this should be discussed with the Trust BEFORE any letting is agreed so that appropriate discussions can be held with the Trust's insurers via the Estates team
- Neither the school, nor Mater Ecclesiae Catholic Multi Academy Trust, will be responsible for any injury to persons or damage to property arising out of the letting of the premises.

9. Safeguarding

- The Local Governing Body reserves the right to refuse the application for hire to anybody to whom the school does not wish to hire the premises.
- If a particular letting involves contact with children, the Local Governing Body should seek assurance that the body concerned has appropriate safeguarding and child protection policies and/or procedures in place (including inspecting these as needed); and ensure that there are arrangements in place using the **Transfer of Control Agreement** (included in the School Letting Application form)
 - *The Local Governing Body should also ensure safeguarding requirements are included in any hire agreement, as a condition of use and occupation of the premises; and that failure to comply with this will lead to termination of the agreement*
 - *All staff in schools are required to be cleared at Enhanced level and therefore this should be replicated across to Hirers where applicable.*
 - *It is the responsibility of the school to ensure that the Hirer has ensured adequate supervision, ratios and up to date and adequate DBS checks. The Hirer will maintain and provide copies to the school, in relation to DBS evidence, contact details (including all emergency contacts), changes in staffing, responsibilities and absence*
- These checks must be made by prior arrangement with the school, with at least a month's notice in advance to ensure that the checks can be carried out prior to the commencement of any letting
- All DBS Checks should be in the name of the Hirer and the company invoiced for the hire i.e. Ben Jones, who works for 123 Sports, cannot hold a DBS in the name of Preston North End Football Club, for example - 123 Sports must apply for a DBS Check for each member of staff they have working in schools

- Any adults working with the school's pupils (for example, at an after-school sports club) must be appropriately qualified and capable. Sports coaches must follow the DfE guidelines for working in schools. *(External PE coaches MUST be **MINIMUM Level 2 qualified in the sport that they are coaching/teaching** - i.e. a PE Coach cannot run a football club if they only hold rugby certification. Capability – the individual conducting the activity should be “capable” of taking the activity and be competent in that sport – **NOT just a general sports coach**. Any qualification including a Level 2 NGB award does not guarantee that a coach is competent to deliver PE and School Sport activities.*
- Hirers must carry out a Risk Assessment for all sports related and these must be reviewed regularly - including use of equipment. **Under Civil Law, school is equally liable in Court if an injury occurs on school premises and the Hirer has been deemed liable.**

10. Access

- Schools should consider the need for Hirers to comply with the Disability Discrimination Act 1995 and make reasonable adjustments. The responsibility for making sure the accommodation is suitable for the needs of all users is the responsibility of the Hirer and not the school. Schools should consider exclusions, whilst also considering Equal Opportunities/Freedom of Expression Rights. It is the responsibility of the Hirer to make a prior judgment before the booking as to whether the facilities available at the school are suitable for disabled access
- The Local Governing Body reserves the right for them (or their representative), or a representative of the Trust, to access to the premises during any letting
- The Headteacher (or their representative) may monitor activities from time to time
- Access to the school's toilet facilities is included as part of the hire arrangements if agreed
- Subject to availability, car parking facilities may be available for use by the Hirer and other adults involved in the letting. The Hirer will request this in the Application Form.

11. Copyright or performing rights

The school is not responsible for infringements of any subsisting copyright or performing right, and the Hirer must indemnify the Trust against all sums of money which the Trust may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire. Schools are responsible for the management and documentation records regarding their own Performing Rights Society and Phonographic Performance Limited.

12. Electrical equipment

Any electrical equipment brought by the Hirer onto the school site MUST have a certificate of safety from a qualified electrical engineer (PAT) and deemed fit for use. The intention to use any electrical equipment must be notified on the application form.

13. School equipment

School equipment can only be used if requested on the application form and if its use is approved by the school (this may incur additional charges). 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. Use of lighting or fixed catering/cleaning equipment is limited, and the Hirer will need to demonstrate a competence level for use of equipment. If using kitchen equipment users must have passed basic hygiene certification and copy of qualification provided on application. Untrained or inappropriate use of equipment may lead to damage to floors etc or render the equipment inoperable causing service delivery disruption the following day and the Hirer will be liable for costs relating to all damages and disruption.



14. Site security

For short term lettings the school will hire and pay for a person to be responsible for the security of the premises before and after the hire, and for the cleaning of the premises after its use. This cost will be included in the charge for the letting. If no suitable person can be employed, then the letting will not be allowed or will be cancelled.

For long term lettings the school may allow the Hirer to open and lock the school themselves. If this is the case, they will be provided with key and access codes/fobs. Only named key holders may operate the security system. Keys should not be passed to any other person without direct permission of the school. The school will keep a log of any third-party key holders.

The school will be responsible for communicating arrangements for out of hours, school closure, keys and alarms, checking and switching off technical equipment, explaining fire procedures and fire risk assessments and ensuring appropriate risk assessments are completed if appropriate. The school will also be responsible for checking fixtures and fittings before and after the letting and keeping signed copies of the Lettings Agreements. The school is responsible for annual checks of fire equipment and displaying arrangements for fire safety.



School Letting Initial Application Form

XXXX School

General Information
Name of Applicant:
I have read the School's Letting Policy and agree to abide by it (Yes/No):
Address (Individual or Organisation):
Telephone Number:
Email Address:
Name of Organisation:
Activity of Organisation:
Registered Charity/ Company registration numbers:
Details of Premises Requested (Hall, Playground, Football Pitch etc):
Preferred dates and timings for hire:
Details of any School Equipment needed:
Details of any Food or Drink be Consumed/Prepared on the Premises:
Details of any Electrical Equipment to be brought:
Car Parking Arrangements requested:
Maximum Number of Participants:
For lettings involving sport please outline the coach's qualifications and experience in the sport to be coached and any Risk Assessments you have in place:
Nominated First Aider and qualification details:



Written Agreement of Safeguarding Responsibilities for lettings involving children – Transfer of Control (in line with KSIE)

Maximum number of participants under 18:

Number of supervising adults:

Description	Yes/No – Evidence?
Do you have a Child Protection Policy in place with appropriate arrangements for sharing and reporting any safeguarding/welfare concerns and records to say that staff had read and understood the policy?	
Do you require your staff/volunteers to have annual Safeguarding Training and receive regular updates? Is Prevent training undertaken?	
Can you evidence appropriate safer recruitment and vetting arrangements including DBS clearance that are consistent with guidance in Keeping Children Safe in Education. (you can seek advice and resources to enable them to comply in this area via the DFE)	
Can you provide evidence that relevant staff have been checked under the Disqualification under the Child Care Act 2006 requirements? (If appropriate)	
Can you evidence an appropriate arrangements/ risk assessment for the activity including, but not limited to, arrangements for - - Gaining relevant background about any health conditions including allergies and how any medical conditions will be managed. - Contingency arrangements for a child who becomes ill or is not collected at the end of the session - Communication between provider and the school (access to mobile phone etc)	
Do you have a Code of Conduct for your staff / volunteers that is consistent with Guidance for Safer Working Practice for Adults Who Work With Children and Young people	
Do you have a complaints procedure and management of allegations procedure?	
Are you affiliated to a local or national professional body?	
Do you have an appropriately trained First Aider and a First Aid Kit?	
Do you have relevant insurance – including Public Liability Insurance up to £5 million?	
Has it been explicitly clear to parents and all stakeholders that you as the Hirer are responsible for the safeguarding of children in your care?	
Has it been made explicitly clear you that the school conforms to guidance from the most recent Keeping Children Safe in Education, September in view of reporting any concerns?	

Completed by (Name) (Hirer signature)

Received by (Name) (School signature)

Date



Letting Checklist Form for Schools

Name of Hirer:		
Date(s) of letting:		
Description of letting:		
Areas of the school to be given access to:		
Fee: <i>Note that a letting can only be subsidised from the school's budget if it is of direct benefit to the pupils</i>		
Arrangements have been put into place for the opening and locking of the site (<i>whether that is a member of school staff or the Hirer has keys and is responsible</i>):	☐	Keys provided and signed for
	☐	Member of staff: _____
Checks have been made to ensure that the letting complies with Diocesan objectives/ suitable lettings list	☐	
Copy of Hirer's Public Liability Insurance certificate received and held by school and is for a minimum of £5 million	☐	Date:
Checks have been made that the maximum proposed number of attendees does not breach the maximum capacity of the spaces allocated	☐	Date:
Checks have been made on First Aid provision	☐	Date:
Safeguarding Written Agreement response fulfils KCSIE requirements	☐	Date:
Safeguarding Policy obtained (if letting involves children)	☐	Date:
DBS checks confirmed (if letting involves children) and have been carried out in the name of the hirer	☐	Date:
For sport coaching lettings checks have been made on the qualifications and experience of any coach	☐	Date:
For sport coaching lettings checks have been made on the Risk assessments in place	☐	Date:
Sent to hirer: - Letter of confirmation - Letting agreement x 2 copies - Terms and conditions - Invoice	☐ ☐ ☐ ☐	Date:
Received back from hirer signed Letting Agreement and they agree to abide by the policy	☐	Date:
Payment received	☐	Date:
Risk assessment carried out (copy each for hirer and school)	☐	Date:
Additional information or confirmations needed:		Date received:

Headteacher signature for approval of letting:

Date:



School Letting Application Agreement

XXXX School

General Information
The Local Governing Body of (insert school name and address):
The Hirer:
Hirer's Address:
Hirer's Telephone Number: Email Address:
Areas of the School to be Used:
Specific Nature of Use:
Maximum Attendance:
Details of any School Equipment to be Used:
Date(s) of Hire:
Period(s) of Hire:
Agreed Fee (specify per hour or per session): £

The Local Governing Body agrees to let the premises to the Hirer on the date(s) and for the period(s) mentioned above, upon payment of the fee specified.

The Hirer accepts all the conditions of hire as set out in the Trust Lettings Policy. The Hirer's attention is specifically drawn to the hire conditions, and the need to obtain suitable insurance cover for any loss, damage or injury.

I have read and understood the conditions required of me as Hirer.

Signature: (The Hirer)

.....(On behalf of the Local Governing Body)

Date:



School Letter of Confirmation Template

(please put on school letterheaded paper)

HIRER ADDRESS

DATE

Dear NAME OF HIRER,

I am pleased to confirm that your application to hire our facilities as detailed below has been agreed in principle.

Facilities to be hired: TO COMPLETE

Date/time of hire: TO COMPLETE

Description of hire: TO COMPLETE

Please find ENCLOSED/ATTACHED two copies of the Letting Agreement, one copy of the terms and conditions and an invoice. Please sign both copies of the Letting Agreement and return one copy to school.

Note that your activity is not fully approved until the following actions have been undertaken:

- You have signed and returned one copy of the Letting Agreement to school;
- You have paid in full for the hire period;
- A copy of your Public Liability Insurance certificate has been provided to school;
- Safeguarding checks have been confirmed where required (e.g. where activities involve children)
- ANY OTHER REQUIREMENTS.

Please note the emergency contact for during your letting is:

Name:

Contact Number:

If you have any questions, please contact NAME at EMAIL ADDRESS/PHONE NUMBER. Yours sincerely,

HEAD'S SIGNATURE