PMAT Lettings Policy

Date:	17 March 2026	**Author/Owner:**	V. Semple
Date of next review:	Autumn 2024	**Approval:**	Trustees/LGB/Exec
Type of policy:	Trust-wide Individual school Adapted by school	**Key Contact Email:**	vikki.semple@prestoleetrust.org
School:	N/A		

Current version	Previous version	Summary of changes made
November 2024		New policy
March 2026	November 2024	• Added references to Martyn's Law / Protect Duty to strengthen security considerations when hiring premises. • Introduced a new Security and Protect Duty section outlining Trust and hirer responsibilities for safety and security. • Added requirements for hirers to cooperate with site security arrangements and identify a responsible person during hire. • Minor updates to application and monitoring sections to reflect consideration of public safety and security risks when approving lettings.

Contents

1. Aims and scope 2
2. Areas available for hire 2
3. Charging rates and principles 3
4. Application process 3
5. Terms and conditions of hire 3
6. Safeguarding 5
7. Security and Protect Duty (Martyn's Law) 5
8. Monitoring arrangements 7
Appendix 1: Hire request form 8

This policy sets out our approach to premises hire across Prestolee Multi Academy Trust.

Section 2 sets out the information for Fiddlers Lane Community Primary School.

1. Aims and scope

Prestolee Multi Academy Trust aims to:

- Make sure our schools' premises and facilities can be used, where appropriate, to support community or commercial organisations, in accordance with the articles of association of the trust
- Allow the hiring of the premises without using the school's delegated budget to subsidise this
- Charge for the use of the premises to cover the costs of hire and, where appropriate, raise additional funds for the school
- Not let any hiring out of the premises interfere with the trust's, and the school's, primary purpose of providing education to its pupils
- Hire out facilities in a way that is safe, following government guidelines and relevant risk assessments
- Take reasonable and proportionate steps to ensure the safety and security of those using Trust premises, including consideration of risks relating to public safety and the protection of publicly accessible locations in line with relevant legislation and guidance (including Martyn's Law).

2. Areas available for hire

2.1 Available areas

We will permit the hire of the following areas:

- School hall
- Classrooms
- Playing fields

2.2 Capacity and charging rates

The capacity and rates for hiring each area are as follows:

AREA	CAPACITY	COST
School hall	Persons standing or seated without chairs 200	£20 per hour
Classrooms	Persons seated 30	£20 per hour
Playing fields – without changing facilities or toilets		£10 per hour

3. Charging rates and principles

3.1 Rates

The rates for hiring out different areas are listed in the table in the section above. The Trust may decide that certain organisations or activities can use the premises for a reduced rate, or free of charge, if it supports the core aims of the school or trust.

We may decide to impose an additional cleaning fee on top of the hiring rates depending on the activity.

3.2 Cancellations

The school reserves the right to cancel any agreed hiring without notice

A full refund will be issued if the school does cancel a hire. Neither the school nor the Trust shall be liable for any indirect or consequential losses, including (without limitation) any loss of profits, loss of business or the loss of any revenue arising out of the cancellation of any hire.

The hirer of the premises can cancel any hire with a minimum of 14 days' notice.

3.3 Review

The revenue raised from hiring out will be reviewed by the Trust and will be fed into the school's financial reporting to the Trust, to ensure best value is being achieved.

4. Application process

Those wishing to hire the premises should contact the relevant school office to request a hire request form, together with the terms and conditions of hire, set out in section 5. A hire request form is included in appendix 1.

The hirer should fill out and sign the hire request form and submit it to the school office. Approval of the request will be determined by the Headteacher.

If the request is approved, the school will contact the hirer with details of how to submit payment and make arrangements for the date and time in question. The school will also send details of the emergency evacuation procedures and other relevant health and safety documents. The hirer will also need to provide proof of their public liability insurance.

The school reserves the right to decline or cancel any application where the Trust reasonably believes that the proposed activity may present a safeguarding, safety, security, reputational or operational risk to the school or Trust.

5. Terms and conditions of hire

The following terms and conditions must be adhered to in the hiring of the school premises. Any breach of these terms will result in cancellation of future hires without refund.

1. "Hirer" means the person or entity identified in the relevant hire request form.
2. The hirer shall pay the full amount as stipulated by the Trust and shall not be entitled to set off any amount owing to the Trust against any liability, whether past or future, of the Trust to the licensee.
3. The hirer shall occupy the part(s) of the premises agreed upon as a non-exclusive licensee and no relationship of landlord and tenant is created between the hirer and the Trust by this licence.
4. The hirer shall not sub-licence any of the premises under the licence.
5. The hirer shall not use the premises for any purpose other than that agreed upon in the licence, as set out in the hire request form.
6. Any additional uses of the premises not agreed in writing by the Trust will result in the immediate termination of the licence.
7. The Trust shall retain control, possession and management of the premises and the hirer has no right to exclude the school from the premises.
8. The hirer shall be responsible for all matters relating to health and safety and shall be responsible for those in attendance during the specified time.
9. The hirer must take out its own public liability insurance with a reputable insurer approved by the school and, shall provide of copy of the relevant insurance certificate to the Trust.
10. The hirer shall not conduct, nor permit or suffer any other person to conduct, any illegal or immoral act on the premises, nor any act that may invalidate any insurance policy taken out by the Trust in relation to the premises.
11. The hirer shall indemnify and keep indemnified the Trust from and against:
    a. Any damage to the premises or Trust equipment;
    b. Any claim by any third party against the Trust; and
    c. All losses, claims, demands, fines, expenses, costs (including legal costs) and liabilities, arising directly or indirectly out of any breach by the hirer of the licence or any act or omission of the hirer or any person allowed by the hirer to enter the premises
12. Save that nothing in the licence shall exclude or limit either party's liability for personal injury or death arising from the negligence of either party or any other liability that cannot be excluded by law, the Trust shall not be responsible for any losses of a direct or indirect nature, and its maximum liability to the hirer shall not exceed the total fees paid or to be paid to the Trust by the hirer under the licence.
13. Any cancellations by the hirer received with less than 14 days, notice will not be refunded
14. Any cancellations by the school will be refunded.
15. The hirer will read the emergency evacuation procedures and be ready to follow them in the event of a fire or other similar emergency.
16. The hirer will leave the premises in the condition they were found in, leaving the area clean and tidy and not leaving any of their own equipment behind.
17. The hirer will clean their own equipment brought into the premises.
18. The hirer shall not display any advertisement, signage, banners, posters or other such notices on the premises without the prior written agreement from the Trust.
19. If the hirer breaches any of the terms and conditions, the Trust reserves the right to terminate the licence and retain any fees already paid to the Trust, without affecting any other right or remedy available to the trust under the licence or otherwise.

20. The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.
21. The hirer will acquire all appropriate additional licenses for any activities they are running, including those required for use of any third party intellectual property.
22. The hirer is responsible for carrying out any risk assessments of the premises relating to the activities they are running.
23. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.
24. The premises hire policy, the relevant hire request form submitted by the hirer and the relevant hire confirmation letter issued by the Trust shall apply to and are incorporated in the licence.
25. This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.
26. The Trust and the hirer irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising from this licence.
27. The hirer must comply with all reasonable safety and security arrangements implemented by the Trust or school while using the premises. This includes following instructions relating to site access, supervision of attendees, emergency procedures and evacuation arrangements.
28. The hirer must ensure that a responsible person is present throughout the hire period to oversee the activity and act as the main point of contact for the school in the event of an emergency or security concern.

6. Safeguarding

Prestolee Multi Academy Trust is dedicated to ensuring the safeguarding of its pupils at all times. It is a requirement of hire that hirers abide by the Trust's 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), the school 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 Krystyna Forster, Headteacher, on 0161 9211700 as soon as reasonably practicable.

The hirer understands that if the school or Trust receives an allegation relating to an incident where an individual or organisation is using the school premises for running an activity for children, the school will follow its usual safeguarding procedures and inform the local authority designated officer (LADO).

7. Security and Protect Duty (Martyn's Law)

Prestolee Multi Academy Trust recognises its responsibility to take proportionate and reasonable steps to protect pupils, staff, visitors and members of the public using its premises from the risk of terrorism and other serious security threats.

The Trust will comply with relevant legislation and guidance relating to the protection of publicly accessible locations, including the Terrorism (Protection of Premises) legislation, commonly referred to as Martyn's Law.

Where Trust premises are hired by external organisations or individuals, the Trust and the hirer share responsibility for ensuring that events and activities are conducted safely and securely.

7.1 Trust responsibilities

The Trust will take reasonable and proportionate steps to ensure that appropriate security arrangements are in place when premises are hired. This may include:

- Ensuring that emergency procedures, including evacuation arrangements, are available to hirers
- Providing information about site security arrangements and restricted areas
- Carrying out risk assessments where appropriate
- Implementing reasonable security measures where risks have been identified
- Ensuring staff responsible for premises hire are aware of emergency and security procedures

The Trust reserves the right to impose additional conditions on a hire where this is necessary to ensure the safety and security of those using the premises.

7.2 Hirer responsibilities

Hirers must cooperate with the Trust in maintaining a safe and secure environment during the period of hire.

Hirers must:

- Provide accurate information about the nature of the activity or event taking place
- Provide an estimate of the number of people expected to attend the event
- Ensure that adequate supervision is provided for all attendees
- Follow all emergency procedures provided by the school, including evacuation or lockdown instructions
- Ensure that attendees remain within the areas agreed as part of the hire arrangement
- Immediately report any suspicious behaviour, activity or security concerns to school staff or emergency services where appropriate

The hirer must ensure that entry to the premises is managed appropriately and that unauthorised persons do not gain access to restricted areas of the school site.

7.3 Events and higher attendance activities

Where a hire involves a large number of attendees, public access, or activities that may increase safety or security risks, the Trust may require additional information or safeguards before approving the booking.

This may include:

- Additional risk assessments
- Evidence of event management arrangements
- Clear supervision arrangements
- Restrictions on numbers attending the event

The Trust reserves the right to refuse or cancel a hire where it considers that adequate safety or security arrangements are not in place.

7.4 Cooperation with authorities

Where necessary, the Trust may liaise with local authorities, emergency services or other relevant agencies to ensure that appropriate safety and security measures are in place for activities taking place on Trust premises.

8. Monitoring arrangements

We will review and update this policy when the guidance on which it is based changes, or when this version of the policy otherwise stops being applicable. This includes changes to legislation or national guidance relating to safeguarding, health and safety, and the protection of publicly accessible premises (including requirements introduced through Martyn's Law).

Any updates to this policy will be shared with the People and Places Committee of the Trust Board

Appendix 1: Hire request form

Before filling out a request form, please familiarise yourself with our terms and conditions for the hire of our premises and our rates of hire. If you have any questions, please contact Mrs Lax, Office Manager on 0161 921 1700 or fiddlerslane@prestoleetrust.org

Please note: send a copy of the terms and conditions and rates of hire from your policy along with this form.

Name of applicant/organisation and company number (where applicable)	
Applicant contact details	Address: Phone no: Email address:
Preferred method of contact	
Purpose/activity of organisation	
Part of the premises requesting to be hired	
Date and time of first hire	
Is this a recurring request, or one off? If recurring, indicate the frequency and number of occurrences (e.g. weekly, 10 weeks)	
Name and contact phone number of responsible person present on site during the hire	
Number of expected participants in the activity	
If the event(s) are open to the public, briefly describe how access will be managed	

Additional equipment you will require from the school (please note we may not always be able to provide this but will inform you where this is/is not possible)	
Additional equipment you will be providing yourself	
Confirmation and details of the safeguarding and child protection arrangements you have in place	
Security and Event nf	

By signing below, I agree to the terms and conditions set out in the Lettings policy enclosed.

Name _____ Date _____

Signature _____

Please return this form via email to fiddlerslane@prestoleetrust.org. We will be in touch to inform you if your application is successful, and if so, details of the full cost and documents that will need to be shared.