Mark Rutherford School

Lettings Policy

September 2026

Author:	Business Manager
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Introduction

The Governing Body recognises the position of the school in the local community and that encouragement should be given to the use of the school premises by outside organisations.

The school welcomes the opportunity to work with partner organisations in extending the range of opportunities to help children and young people achieve their full potential by engaging with services meeting the wider needs of children, young people, families and the local community. The school acknowledges that extended services, including community services, support and complement the main teaching and learning activity within the school and contribute towards raising standards. However, we would ask that partners note that schools, by their very nature, may be more constrained than many other organisations in responding to lettings requests.

A charge will normally be levied to meet the additional costs incurred by the school in respect of any lettings of the premises. As a minimum, the *actual* cost to the school of any use of the premises must be reimbursed to the school's budget where those activities are not directly aimed at raising student attainment and achievement.

Definition of a Letting

A letting may be defined as *"any use of the school premises (buildings and grounds) by either a community group (such as a local music 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 teaching and learning environment for all its students.

Lease arrangements and Partnership Agreements are subject to separate policy guidance.

Use of the premises for activities such as staff meetings, parents' meetings, trustee/governor meetings, out of school hours learning / study support activities or any other extended services which support the raising of attainment and achievement, fall within the corporate life of the school. Costs arising from these uses are therefore a legitimate charge against the school's delegated budget.

Charging

The Governing Body has delegated responsibility to the Headteacher and Business Manager for setting charges for the letting of the school premises. A charge may be levied in order to cover 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 insurance
- Cost of use of school equipment (if applicable);
- Profit element (if appropriate).

The current scale of charges is outlined in Appendix A.

Current charges will be provided in advance of any letting being agreed. A Charging Tariff may be established to ensure that access is affordable for particular individuals and groups.
The letting of rooms is exempt of VAT.

Management of Lettings

The Finance Manager is responsible for the management of the booking of the lettings. The Finance Manager delegates the day-to-day management of the lettings to the Finance Assistant who acts as the Lettings Co-ordinator, however, retains overall responsibility for the lettings process.

The Site Manager is responsible for ensuring that relevant site staff and arrangements are in place to facilitate the lettings.

If the Finance Manager has any concerns about whether a particular request for a letting is appropriate or not, they will consult with the Business Manager to determine the issue.

Operational Process

Organisations seeking to hire the school premises should approach the Lettings Co-ordinator via email: lettings@mrus.co.uk or via the online booking system to request a booking, confirm requirements and for clarification of the facilities available. An Application Form (Appendix B) should be completed. The school has the right to refuse an application and interested parties should be advised that 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.

Once a letting has been approved an email will be sent to clarify 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 as appropriate in accordance with the current scale of charges. Where possible the school will seek payment in advance in order to reduce any possible bad debts.

The hirer should be a named individual and the agreement should 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.

The hirer must ensure that everybody making use of the accommodation complies with the conditions of use, including spectators and active participants.

The number of persons using any hired property/premises shall not exceed the number advised by the hirer and authorised by the school.

During a hire of the school's premises, a member of the school's staff must be present to open and lock the building.

Child Protection and the Prevent Duty

Any organisation submitting a lettings request involving working with children and/or young people must submit to the school a signed copy of their current Child Protection Policy.

All hirers must state the purpose of the hire. Each application will be vetted and any concerns will be reported to the Business Manager prior to approval.

When determining whether to approve an application, the Finance Manager (delegated to the Lettings Co-ordinator) will consider the following factors:

- The type of activity
- Possible interference with school activities
- The availability of facilities
- The availability of staff
- Health and safety considerations
- The school's duties with regard to the prevention of terrorism and radicalisation
- Whether the letting is deemed compatible with the ethos of the school

An application will not be approved if it:

- Is aimed at promoting extremist views.
- Involves the dissemination of inappropriate materials.
- Contravenes the statutory Prevent duty.
- Is likely to cause offence to public taste and decency (except where this is, in the opinion of the school, balanced or outweighed by freedom of expression or artistic merit).

The Finance Manager will file an incident report form if they have reason to believe that the letting has been used for political purposes not previously authorised, the dissemination of inappropriate material or any other purpose that contravenes the Prevent duty.

Where an individual or group is found to be promoting views in contravention of the school's Prevent duty, the person or group is guilty of an offence, under the Education Act 1996, and liable on summary conviction to a fine. In addition, the school will contact the police who will remove the person or group from school premises.

Appendix A

Lettings Charges

The following charges are applicable from 1st September 2026 and are reviewed annually:

	Per hour
Sports Hall: 67m x 17m	£42.00
Sports Hall (Half)	£31.50
Drama Hall (seats 197): 21m x 14m without tiered seating/13.5m x 14m with tiered seating out	£52.50
Drama Studio: 8m x 8m	£29.00
Activities Hall: 15m x 12m	£29.00
Dance Studio: 13m x 11m	£29.00
Lecture Theatre (seats 102): 16.5m x 9m without tiered seating/9m x 7m with tiered seating out	£40.00
Classrooms	£25.00
Nightingale Unit	£35.00
A block toilets & 1 classroom	£30.00
Grass Football Pitch (grass 11-a-side)	£36.50
Grass Football Pitch (9-a-side)	£31.50
Grass Football Pitch (7-a-side)	£26.50
3G Football Pitch (managed by Bays Sporting facilities, note there is no access to changing rooms/toilets) Contact: bays.sports@btinternet.com	Billed externally by Bays

This is a general policy, and to reflect the community nature of the provision, FA accredited football clubs and external clubs/organisations providing services for minors or for various community led groups, may be given a concessionary discount for long-term bookings. The Business Manager will authorise any such discounts to ensure that the running costs of the bookings and costs to maintain the facilities are met. Discounts will be applied on a case-by-case basis.

Normal opening hours:

Monday to Friday 18:00 – 21:00
Saturdays and Sundays 08:30 – 16:30

Appendix B

Lettings Application Form

Name of Hirer:	
Address of Hirer:	
Contact Number:	
Email Address:	
Please provide details of contact person if different from above	
Name / Address / Contact Number / Email Address:	

Purpose of Hire:						
Type of Organisation:						
Attendees:	Total Number of Attendees:		Number of Adults:		Number of Children:	
SINGLE BOOKING	Date of Booking:		Start Time:		End Time:	
BLOCK BOOKINGS	Frequency / Days					
	Start Date:				Start Time:	
	End Date:				End Time:	
Booking times must allow sufficient time for preparation and clearing away before & after the event						

Facility Required:	
Equipment Required:	
Other Arrangements:	
The school does not provide any warranty that the premises, facilities and equipment are suitable for the intended purpose of the hire. The hirer is required to satisfy themselves that their requirements are met and the facilities are fit for purpose.	

Will refreshments be served?	Yes ☐	No ☐
Will alcohol be consumed?	Yes ☐	No ☐
If yes, will the alcohol be served or sold?	Yes ☐	No ☐

If permitted by the school, the relevant license must be obtained for all events that will involve the sale of alcohol, gambling and public entertainment. Please contact the local licensing authority.
I have read and accept the terms and conditions and confirm that I am over the age of 18. I hereby apply for the use of the accommodation and facilities stated, and, if my application is approved, I will ensure payment in advance of the charges due and comply with the conditions which I have read. I confirm that I have been given a copy of the school's own Child Protection & Safeguarding Policy and Guidelines and will make myself and all other users within my jurisdiction aware of the procedures to be followed in the event of a fire or other emergency evacuation. I confirm that I understand the responsibilities I have related to insurance as set out in the terms and conditions.

Signed (Hirer):	
Full Name (Hirer):	
Date:	

School Approval:

Signed (School):	
Full Name (School):	
Job Title	
Date:	

Appendix C

Lettings Terms and Conditions

BOOKINGS AND CHARGES

1. The person by whom the form of application for the hiring is signed shall be deemed to be the Hirer and such person shall be personally responsible for the payment of the scale and other charges payable in respect of the hiring and for the observance and performance in all respect of the conditions and stipulations herein contained and on the part of the Hirer to be observed and performed.

2. All charges may be required to be paid in advance and on receipt of invoices, the time of booking and no booking will be accepted later than 7 days (5 weeks where licensing is required under the statutes referred to in Condition 25) prior to the date required. Final charges will be those applicable at the date of use of the premises.

3. The Hirer may be required to pay a deposit in addition to the scale charges, which may be applied in whole or in part to make good any damage.

4. The right is reserved to cancel any hiring without notice where the school of the school considers it necessary to do so:-

   (a) in consequence or any outbreak or prevalence of infectious disease;

   (b) for any other cause outside its control; or

   (c) because the school reasonably believes that an act is likely to be done in the premises which will contravene the Race Relations Act 1976.

   In such an event, any sum paid by the Hirer will be refunded, but the school shall not be held liable or required to pay compensation for any loss sustained as a result of or in any way out of the cancellation of the hiring.

5. Hirers will be allowed to cancel or postpone a booking on condition that one week's notice is given, cancellations made after this date will be charged at 100% of the fees.

6. The right is reserved to refuse to grant a hiring without giving a reason.

7. Intoxicating liquor shall not be sold, supplied or consumed on school premises except by general or special approval of the school and subject to any necessary licence having been obtained by the Hirer.

8. Smoking/vaping is not permitted on site.

9. Animals (except for guide dogs) are not permitted on the school site.

10. Vehicles are parked on the school site at their own risk. The school cannot accept any responsibilities for damage or theft. Vehicles are not allowed on the grass, tennis courts or the school playing fields unless by prior agreement with the school. Any damage resulting will be subject to a charge to the hirer.

11. Hirers should note that the changing facilities must be left in a good condition at the end of the letting – litter should be removed, muddy boots should not be worn inside nor cleaned in the shower, the schools strict no smoking policy applies.

12. The Hirer shall, if called upon to do so, furnish for approval a copy of the programme of any entertainment to be given by the Hirer. In such a case no entertainment shall be given except in conformity with the programme which has been approved.

    Failing approval of a programme, the Hirer will be allowed to cancel the hiring on payment of the appropriate fees under Condition 5, unless it is decided to remit such fees.

13. The school shall not be liable for any injury (including injury resulting in death) or damage to or loss of property whatsoever which shall or may occur to or be sustained by the Hirer, his/her assistants, servants or agents or others entering on the property in the exercise or purported exercise of the hiring (except such injury or damage as may occur by reason of the neglect of Governors, servants or agents acting within the scope of their authority). The Hirer will indemnify and keep indemnified Governors and their servants and agents from and against all claims and liability in respect of such injury or damage and all actions, proceedings, costs, damages and expenses in regard thereto and also from and against all other liability claims, demands, proceedings, costs, damages and expenses in respect of injury to persons whomsoever (including injury resulting in death) and damage to or loss of property whatsoever which may arise out of or in consequence of the exercise or purported exercise of the hiring (except as aforesaid).

14. The Hirer shall make good any damage to the property of the trust which can be attributed to their use of the premises. The Hirer shall not be responsible for any fire damage to the property occurring otherwise than from the act, neglect or default of the Hirer, their servants or agents.

15. In the event of any such damage, the school may make it good and the Hirer, by the acceptance of the hiring subject to these conditions, will thereby be deemed to have undertaken to pay the cost of such reparation as certified by or on behalf of the school. If it is not possible to make good the damage and a claim needs to be made against the school's insurance, the hirer will be responsible for the payment of any insurance excess of any loss or damage to the property.

16. The Hirer shall not infringe any subsisting copyright or performing right, and hereby indemnifies the school against all sums of money which the school may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire.

17. Members of the school reserve to themselves, and their officials, the right to enter the premises hired at all times on producing evidence of their identify. Stewards should be advised accordingly by the Hirer.

18. No nails, tacks, screws etc shall be driven into or adhesives fixed to any of the walls, floors, ceilings, furniture or fittings.

15. Subject to the provision of the next paragraph, the Hirer shall vacate the premises immediately at the end of their booking unless written authority from the school (showing the time of extension) has been obtained and shall leave the premises, fixtures, furniture and other property therein in as good order as they were at the time of entry and in as clean a condition as the particular use will allow.

16. The Hirer shall ensure that caterers, contractors and others supplying or serving refreshments, or providing decorations etc comply with all current legislation relating to food hygiene, health, welfare and safety matters and remove from the school premises all their articles and property by midnight on the day of hire if the school is to be used next day, or in any other case by noon on the day following the day of hire, and shall observe and carry out any instructions which may be given to him/her in this connection.

17. Storage facilities cannot be provided. If hirers have been granted permission to leave equipment on premises, they do so entirely at their own risk. Any article or property belonging to the Hirer or any caterer or contractor or other person left on the school premises after the hour named above may be removed by the school and the cost shall be paid by the Hirer.

18. Furniture and apparatus may be brought on to the premises at the hirers own risk. Hirers shall not bring on to the premises any article of an inflammable or explosive nature, nor any article producing an offensive smell nor any other substance, apparatus or article of a dangerous nature.

19. The seating accommodation provided is limited to the number of chairs that are on the school premises on the day of hire and is arranged so as not to affect the means of escape from the premises and to accord with any approved layout which exists for the premises. Subject to approval, further provision may be made by the Hirer at his/her own expense.

20. Any alteration or addition to the fabric and fittings (including electrical lighting or heating systems) and contents of the premises is strictly forbidden, except with the special approval of the school which may be given subject to conditions, which the Hirer will be required to observe, the approval of a technical officer acting on behalf of the school and, where necessary, the consent of the electricity supply undertakers. School furniture shall not be moved except by arrangement with the site staff.

21. Kitchens and practical subject rooms may be used only for the provision of hot water and the service of light refreshments and only where special approval has been given.

22. Any alteration or addition to the electrical lighting or heating systems is strictly forbidden, except with the special approval of the school which may be given subject to conditions, which the Hirer will be required to observe, the approval of a technical officer acting on behalf of the school and, where necessary, the consent of the electricity supply undertakers.

23. If existing stage lighting, spotlights and dimming equipment are required, it is to be clearly stated on the application form. An extra charge may be made for this service and any operation of such equipment shall be carried out by a competent person named and approved in advance.

24. The following special conditions shall also apply when the use of school grounds is permitted for activities of a hazardous nature:

    No treatment shall be given to a floor by the hirer. The wearing of footwear which might cause damage to floors is not permitted.

    (a) The land (including any building or structure therein) is made available in its existing state and condition and the Trust cannot warrant or represent that it is safe and suitable for the holding of the function or for the admission of the public. The Hirer shall not publish or say anything tending to lead any person to believe otherwise. The Hirer shall have

exclusive occupation of and responsibility for the said land during the period that it is used for the function.

(b) The Hirer shall secure the removal from the said land, as soon as is practicable after the function of all litter or other rubbish left on the land in the course of or produced by the event, which the school requires to be removed.

(c) The Hirer shall insure against his/her liability at law for accidents resulting in injury to persons, (including injury resulting in death) or damage to or the loss of property arising from the use of the premises including the liability assumed under the Conditions 9 and 10 foregoing. The amount of the Insurer's liability must be not less than £5,000,000 in respect of any one accident or occurrence.

The Hirer shall ensure that no act is done on the premises, during his/her use of the premises, which contravenes the Race Relations Act 1976 or prejudices the performance by the school of its obligations under Section 71 of that Act to secure that its functions are carried out with due regard to the relations between persons of different racial groups.

25. A non-commercial hirer will continue to be insured where they engage an entertainer, band or group for a specific function. The insurance does not extend to protect the entertainer/band/group and it is the hirer's responsibility to receive confirmation that such entertainment carries its own public liability insurance.

26. Hirers should familiarise themselves with fire precautions in force on the premises and with the means of escape in the event of a fire. Fire and other exits must be kept clear at all times. The hirer is responsible for ensuring that their party are all out and accounted for in the event of an evacuation and report to the Premises Assistant in charge.

STATUTORY REQUIREMENTS

27. The premises hired shall not be used for any "licensable activity" under the Licensing Act 2003 unless the Hirer has obtained any necessary licence from the relevant licensing authority for such use.

"Licensable activity" includes:-

a. the sale by retail of alcohol,

b. the supply of alcohol by or on behalf of a club to, or to the order of a member of the club,

c. the provision of regulated entertainment i.e.

i. the performance of a play,
ii. the exhibition of a film,
iii. an indoor sporting event,
iv. a boxing or wrestling entertainment,
v. a performance of live music,
vi. any playing of recorded music,
vii. a performance of dance,

viii. anything of a similar description to vi, vii, or viii above where that entertainment takes place in front of an audience with the purpose or including the purpose of entertaining that audience.

d. the provision of entertainment facilities i.e.

i. making music,
ii. dancing,
iii. entertainment of a similar kind to i or ii above.

28. The Hirer shall not use the premises or permit them to be used for gaming or wagering other than lawful gaming carried on in accordance with the provisions of the Gaming Act 1968, or any subsequent Act which in whole or in part replaces it.

(See Paragraph B in "Notes" below).

29. If a Door Supervisor or Door Supervisors are used by the Hirer on the premises then the Hirer must ensure that any necessary licence or licenses have been obtained and are in force during the term of the licence. (See paragraph C in Notes below).

30. The Hirer is required, where appropriate to their hiring, and where the premises hired are licensed as described above, to acquaint themselves with the conditions and regulations subject to which the premises hired are so licensed.

If the Hirer commits a breach during the hiring of any of the conditions attaching to any such licence, or of any, including these, regulations, then, without prejudice to the right of the Trust, acting by itself or through any other appropriate body on its behalf, to enforce any liabilities already incurred by the Hirer under these conditions, the school reserves the rights themselves or acting as aforesaid to determine the hiring, if still continuing, forthwith, to forfeit all sums paid by the Hirer and to refuse to grant any further application from him/her for the hire of school premises.

31. No person shall give any exhibition, demonstration or performance of hypnotism on any living person at or in connection with an entertainment to which the public are admitted, whether on payment or otherwise, in the said premises.

32. The Hirer is required to comply with the terms of s.12 Children and Young Persons Act 1933 (as amended) and in particular

(a) where there is provided in any building an entertainment for children, or an entertainment at which the majority of the persons attending are children, then, it is recommended that the hirer ensures at least two responsible adults are present and in charge throughout the whole period of hire. It is recommended that one adult is a qualified first aider. It shall be the duty of the hirer to station and keep stationed, wherever necessary, a sufficient number of adult attendants, properly instructed as to their duties to prevent more children or other persons being admitted to the building or to any part thereof, than the building or part can properly accommodate, and to control the movement of the children and other persons admitted while entering and leaving the building or any part thereof, and to take all other reasonable precautions for the safety of the children.

(b) If any person on whom any obligation is imposed by s.12 fails to fulfil that obligation, they shall be liable, on summary conviction, to a fine not exceeding level 3 on the standard scale, and also, if the building in which the entertainment is given is licensed under the Licensing Act 2003, the licence shall be liable to be revoked by the Licensing Authority.

(c) A constable may enter any building in which they have reason to believe that such entertainment as aforesaid is being or is about to be, provided, with a view to seeing whether the provisions of this section are carried into effect, and an officer authorised for the purpose by an authority by whom licenses are granted

Notes

A. The Representation of the People Act 1983 does not allow schools to be used **at any time** as "a Committee Room for the purpose of promoting or procuring the election of a candidate". The Act does not allow schools to be used **on the day of the poll** for the holding of public meetings in furtherance of any person's candidature at a parliamentary election or for the holding of public meetings by a candidate at a local election to promote or procure the giving of votes at that election (i) for themselves or (ii) if they are a candidate submitted by a registered political party at an election of the London members of the London Assembly at an ordinary election, towards the return of a candidate on that list.

B. Under the Gaming Act 1968 the conditions subject to which premises may be used for gaming carried on at an entertainment promoted for raising money to be applied for purposes other than private gain are as follows:-

1. (a) The game must not involve playing or staking against a bank, whether the bank is held by one of the players or not.

(b) The nature of the game must not be such that the chances in the game are not equally favourable to all the players.

(c) The nature of the game must not be such that the chances in it lie between the player and some other person, or (if there are two or more players) lie wholly or partly between the players and some other person, and those chances are not as favourable to the player or players as they are to that other person.

2. The game must not be by means of a machine to which Part III of the Gaming Act 1968 applies and must not constitute the provision of amusements with prizes in the circumstances specified in Section 15(1) or Section 16(1) of the Lotteries and Amusements Act 1976.

3. (a) In respect of all games played at the entertainment not more than one payment (whether by way of entrance fee or stake or otherwise) shall be made by each player, and no such payment shall exceed £4.00.

(b) Subject to paragraphs 6 and 7 below, the total value of all prizes and awards distributed in respect of those games shall not exceed four hundred pounds.

4. The whole of the proceeds of such payments as are mentioned in paragraph 3 above, after deducting sums lawfully appropriated on account of expenses or for the provision of prizes or awards in respect of the games, shall be applied for purposes other than private gain.

5. The sum appropriated out of those proceeds in respect of expenses shall not exceed the reasonable cost of facilities provided for the purposes of games.

6. Where two or more entertainments are promoted on the same premises by the same persons on the same day, paragraphs 3 to 5 above shall have effect in relation to those entertainments collectively as if they were a single entertainment.

7. Where a series of entertainments is held otherwise than as mentioned in paragraph 6 above:

(a) Paragraphs 3 to 5 above shall have effect separately in relation to each entertainment in the series, whether some or all of the persons taking part in any one of those entertainments are thereby qualified to take part in any other of them or not, and

(b) If each of the persons taking part in the games played at the final entertainment of the series is qualified to do so by reason of having taken part in the games played at another entertainment of the series held on the previous day, paragraph 3(b) above shall have effect in relation to that final entertainment as if for the words 'four hundred pounds' there were substituted the words 'seven hundred pounds'.

(c) Door supervisor licences are not necessary where:

1. A security guard is performing duties on premises managed or operated by their employer and are not supplied to perform guarding duties for third-parties or customers of that employer.
2. A steward employed directly in-house and carrying out guarding duties (except if working on licensed premises, in which case a Door Supervisor licence will be necessary).
3. Working in an official capacity at a public venue or event, but only checking tickets, giving directions, providing information and assisting the general public
4. Occasionally required to maintain order and discipline amongst individuals, such as a teacher, but not specifically operating as a security guard
5. Performing security activities that are incidental to a main activity and job, such as a shop assistant who is also responsible for locking up and banking cash at the end of the business day
6. A porter, handyman, or other support staff within the security guarding sector but not engaged to provide security

(d) Licensing:

1. Licences for "licensable activities" under the Licensing Act 2003 are obtained from the local borough or district Council
2. Gaming Licences are obtained from the Gambling Commission at Victoria Square House, Birmingham B2 4BP Tel: 0121 230 6666 Fax: 0121 230 6720