



Lettings/3rd Party User Policy

At Chad Vale Primary School we follow:

- The policies and procedures from Birmingham City Council and Birmingham Safeguarding Children Partnership which includes the Government's Prevent strategy.

Policy Written by:	Paul Sansom
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Next review:	

Version control	
June 2023 update	Re-formatting, updated DSL details Updated safeguarding checklist Added 6.21
June 2024 update	No changes

2. INTRODUCTION

The Governing Body will make every reasonable effort to ensure the school building and grounds are available for community use. However, the overriding aim of the Governing Body is to support the school in providing the best possible education for its pupils. Any lettings of the premises to outside organisations will be considered with this in mind.

2.1 DEFINITION OF A LETTING

A letting may be defined as 'any use of the school premises by either a community group or a commercial organisation', regardless of whether a letting fee is charged. It must not interfere with the primary activity of the school, which is to provide a high standard of education for all its pupils.

2.2 CHARGES FOR A LETTING

The governing body is responsible for setting the charges for the letting of the school premises, as set out in the approved scale of lettings charges (Appendix A).

3. APPLYING TO USE THE SCHOOL



Applying to use the school premises should be made to the School Buildings Manager and the Letting Agreement should be filled in at least 21 days before the event.

The School Buildings Manager will resolve any conflicting requests for the use of the premises, with school functions always receiving priority.

The School Buildings Manager is responsible for the management of lettings, in accordance with the school's policy, but the Headteacher retains overall responsibility.

If the School Buildings Manager/Headteacher has any concern about the appropriateness of a particular request for a letting, he/she will consult the Chairperson of the Finance Committee, who has the authority to determine the issue on behalf of the Governing Body.

The Governing Body has the right to refuse an application and 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 confirmed in writing.

4. LETTING AGREEMENT

Once a letting has been approved, a letter will be sent to the hirer, confirming the details of the letting, along with a copy of the terms and conditions (Appendix B) and the letting agreement (Appendix C).

The letting agreement needs to be signed and returned to the school before the letting can take place. It should be signed by a named individual and the agreement should be in their name, giving their permanent private address.

The named individual applying to hire the premises will be invoiced for the cost of the letting.

All letting fees will be paid into the school's bank account to offset the costs of services, staffing etc.

4.1 TERMINATION OF LETTING AGREEMENT

The Headteacher, or the Chairperson of the Governing Body, has the immediate power to terminate any letting agreement relating to the hire of the school premises, in accordance with the terms and conditions of the model agreement attached.

5. SAFEGUARDING



The Hirer shall ensure that where a hiring involves activities aimed predominantly at children, and/or the activity is positively supported by the school for the attendance of children, they have appropriate safeguarding policies and procedures in place and that they, themselves and those persons likely to have contact with children, have been subject to disclosure and barring checks.

The governors reserve the right to require the Hirer to produce evidence that enhanced DBS checks have been carried out on all persons and to review safeguarding policies and procedures and to impose any additional requirement they consider appropriate in connection with the hiring. If for any reason the governors are not satisfied then they reserve the right to cancel any hiring and there shall be no liability to the Hirer other than to refund any hiring fee or deposit paid.

All users/hirers are expected to confirm that they have the appropriate policies, training and procedures in place to ensure safeguarding of all children. A checklist for safeguarding forms part of the lettings agreement.

TERMS AND CONDITIONS OF LETTING OF THE SCHOOL PREMISES

These terms and conditions must be complied with.

The 'hirer' shall be the named individual on the letting agreement and this person will be personally responsible for payment of all fees or other sums due in respect of the letting.

1. STATUS OF THE HIRER

Lettings will not be made to persons under the age of 18, or to any organisation or group with an unlawful or extremist background.

The letting agreement is personal to the hirer only, and nothing in it is intended to have the effect of giving exclusive possession of any part of the school to them or of creating any tenancy between the school and the hirer.

2. Disclosure and Barring Service Checks

It may be necessary for the hirer to undergo a criminal records check via the Disclosure and Barring Service (DBS). If a particular letting involves contact with children and young people, it is the responsibility of the hirer, as advised by the Headteacher, to ensure that they have complied with the DBS Code of Practise.

When there is a requirement for DBS checks to be undertaken, the hirer must keep appropriate records in line with the DBS Code of Practise and report to the school any safeguarding concerns which may arise.



The hirer will be required to provide evidence that DBS checks have been carried out on request.

3. INDEMNITY AND INSURANCE

Lettings are made on the agreement that the Governing Body are indemnified by the hirer against any loss, damage, costs and expenses during the use of the school premises by the hirer except where such loss, damage costs and expenses are directly attributable to the negligence of the employees of the Governing Body (refer to Lettings Indemnity Form – Appendix D).

The hirer shall insure, with a reputable insurance office approved by the Governing Body, against such funds as the hirer may become liable to pay as compensation, arising out of bodily injury or illness (fatal or otherwise) to any person and/or costs, fees, expenses, loss or damage caused to property or the premises by any act or neglect of himself, his servants, agents, or any person resorting to the premises by reason of the use of the premises by the hirer.

Unless specifically agreed by the Governing Body, the insurance cover shall provide a limit indemnity of not less than £5,000,000 (five million pounds) in respect of any one incident and to include liability for the premises including liability for fire and explosion risks arising from the let of the premises.

The hirer shall produce the policy of insurance and receipts for the current premium or premiums upon request by the Headteacher, Governing Body within seven days of a request.

Neither the school nor the Local Authority shall be responsible for any injury to persons or damage to property arising out of the letting of the premises.

4. STATUTORY REQUIREMENTS

The hirer must not do or permit any act, matter or thing which would, or might, constitute an illegal or immoral activity affecting the school premises or which would, or might, vitiate in whole or in part any insurance affected in respect of the premises from time to time.

5. LICENSES AND PERMISSIONS

The hirer shall be responsible for obtaining any public licenses necessary in connection with the booking and should confirm with the school the licenses they hold.



Permission or license must be obtained from the copyright owner, the owner of the sound recordings (if appropriate) and the publisher for any public performance of music, musicals, operas, or stage plays. The borrowing of music scores or plays from a local library does not constitute permission to perform.

Regulated entertainment, public music, singing and dancing can only take place on premises which have a Premise's License authorising entertainment, or by applying for a Temporary Event Notice.

Hirers are reminded that it is illegal to photocopy music or plays without the express permission in writing of the copyright holder except in certain circumstances. Any infringement of this is liable to prosecution.

The hirer shall indemnify the governors against all sums of money which the governors may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

6. PUBLIC SAFETY

All conditions attached to the granting of the license, stage play or other licenses and the school's health and safety policy shall be strictly observed. Nothing shall be done which will endanger the users of the building, or invalidate the policies of insurance relating to it and its contents. In particular:

- a) Obstructions must not be placed in gangways or exits, nor in front of emergency exits, which must be available for free public access and exit at all times
- b) Fire – fighting apparatus shall be kept in its proper place and only used for its intended purpose
- c) The fire brigade shall be called to any outbreak of fire, however slight, and details of the occurrence shall be given to the Headteacher
- d) The hirer is responsible for familiarising his/herself with the procedure for evacuation of the premises, the escape routes, assembly points, and shall be familiar with the fire-fighting equipment available
- e) Performances involving danger to the public shall not be permitted
- f) Highly flammable substances shall not be brought into, or used, in any part of the premises. No internal decorations of a combustible nature (e.g. polystyrene, cotton, hay, etc) shall be undertaken or erected without the consent of the Governing Body



- g) No unauthorised heating appliances shall be used on the premises
- h) All electrical equipment brought into the building shall be subject to regular PAT testing and certification provided in evidence. The intention to use any electrical equipment must be notified on the hire application form. The Governing Body disclaim all responsibility for all claims and costs arising out of or in any way relating to such equipment
- i) Adequate supervision must be provided to maintain order and good conduct, and, where applicable, the hirer must adhere to the correct adult/pupil ratios at all times when these are specified for particular activities, e.g by national governing bodies of sports, scouts etc.

THE HIRER'S RESPONSIBILITIES

The hirer must inform the school of any fault, damage or other problems with the premises or equipment encountered during the letting.

No part of the premises is to be used otherwise than for the purpose of the premises requested.

No part of the premises requested is to be used for any unlawful purpose or in any unlawful way.

6.1 OWN RISK

It is the hirer's responsibility to ensure that all those attending are made aware of the fact that they do so in all respects at their own risk.

6.2 FIRST AID FACILITIES

It is the responsibility of the hirer to make their own first aid arrangements, such as the provision of a first aid kit, and the provision of first aid training for supervising personnel, particularly in the case of sports lettings. There is no legal requirement for the school to provide first aid facilities and use of the school's resources is not available.

6.3 FURNITURE AND FITTINGS



Furniture and fittings shall not be removed or interfered with in any way. Nor shall they be rearranged except by prior agreement and will be subject to reinstatement at the end of each session of use. No fittings or decorating of any kind necessitating drilling, or the fixing of nails or screws into fixtures which are part of the school fabric, is permitted. In the event of any damage to premises or property arising from the letting, the hirer shall pay the cost of any repair required.

Hall floors are used by children for physical education and no substance is to be applied to floors to prepare them for dancing or any other activity. No footwear liable to damage floors may be worn in school buildings. If activities involve outdoor use, participants should ensure footwear is cleaned before re-entering the building.

6.4 FOOD AND DRINK

No food and drink may be prepared or consumed on the property without the direct permission of the Headteacher in line with current food hygiene regulations.

6.5 KITCHEN/FOOD PREPARATION, FACILITIES AND EQUIPMENT

Third parties shall only be permitted to share use of kitchens and/or equipment where a member of the school's staff is available to supervise such use and subject to reimbursement of the resultant staff costs.

6.6 INTOXICATING LIQUOR

No intoxicating liquors are permitted to be bought, sold or consumed on any part of the premises without the permission in writing of the headteacher/governing body, whose written consent must also be obtained prior to seeking any Temporary Event notice for the sale of alcoholic liquor from the local Licensing Authority. All evidence of intoxicating liquor must be removed from the premises at the end of the letting.

6.7 SMOKING

The whole of the school premises, which includes the grounds, is a non-smoking area, and smoking or the use of e-cigarettes is not permitted.

6.8 BETTING, GAMING AND LOTTERIES

Nothing shall be done on, or in relation to, the premises in contravention of the law relating to betting, gaming and lotteries, and the persons or organisations responsible for functions held in the premises shall ensure that the requirements of the relevant legislation are strictly observed.



6.9 NUISANCE/DISTURBANCE

Hirers and organisers of events in the school premises are responsible for ensuring that the noise level of their function does not interfere with the other activities within the building nor to cause inconvenience for the occupiers of nearby houses or property.

6.10 DISPOSAL OF WASTE

The hirer must comply with the school's arrangements for disposal of any rubbish or waste materials.

6.11 ANIMALS

Except in the case of trained guide dogs for the blind and hearing dogs for the deaf, animals shall not be permitted on the school premises.

6.12 RULES

The hirer shall comply with any rules and regulations which the Governing Body shall make from time to time.

6.13 CHARGES AND CANCELLATIONS

The hirer acknowledges that the charges are as set out in the letting agreement, including any review arrangements specified. The letting may be cancelled, provided that in each circumstance at least 28 days notice either way is given. It is the hirer's responsibility to notify people appropriately of any changes in dates or venues at least a week in advance.

The Governing Body will not accept any responsibility for any loss, or other expenses however incurred by the hirer, in the event of a cancellation by the Governing Body of the letting as a result of circumstances beyond its control (including, without prejudice to the generality of the same, industrial action by its employees, or others, oil shortage, failure of electricity/gas supply).

The decision of the Governing Body as to whether a letting should be cancelled shall be binding on the hirer.

6.14 SUB-LETTING

The hirer shall not sub-let the premises, underlet or share possession with any other parties.



6.15 STORAGE ANCILLARY TO THE LETTING

The permission of the Governing Body/Headteacher must be obtained before goods or equipment are left or stored on the premises, except that the Headteacher is authorised to grant permission for the overnight storage of goods and equipment brought to the school for a particular event.

6.16 LOSS OF PROPERTY

The Governing Body cannot accept responsibility for damage to, or the loss or theft of, hirer's property and effects. It is the responsibility of the hirer to make his/her own insurance arrangements if required.

6.17 CAR PARKING

Cars shall not be parked so as to cause an obstruction at the entrance to, or exits from, the school. In particular the Hirer must ensure that access to the school by emergency vehicles is not obstructed or delayed. Where parking accommodation is available, this must be used, and users of the school should avoid undue noise on arrival and departure.

6.18 TOILET FACILITIES

Access to the designated school's toilet facilities is included as part of the letting arrangements.

6.19 RIGHT OF ACCESS

The Governing Body reserves the right of access to the premises during the letting for emergency or monitoring purposes (The Headteacher or members of the Governing Body from the Finance Committee may monitor activities from time to time).

6.20 VACATION OF PREMISES

The hirer shall ensure that the premises are vacated promptly at the end of the letting session. The hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult.

6.21 Renewals of Lettings Agreements

The school will request that all external hirers or users of the building or site renew their lettings agreements on an annual basis and update any safeguarding details and training.



Policy adopted by governors on:

Signed: Chair of Governors

Reviewed/updated:.....



LETTING AGREEMENT

(Please complete this form in block capitals)

Accommodation and
Facilities required

Other requirements
(e.g. chairs set out, equipment, etc)

Dates and times

Purpose of letting

Name of organisation

Will alcohol be brought
onto the premises?

Are you obtaining a licence
for sale of alcohol?

Have you got insurance to
cover the event?

Full name of hirer

Mr/Mrs/Miss _____

Address of hirer

Contact Number _____

Email _____

Signature of hirer Date _____

Signature of Head Teacher..... Date _____



LETTINGS INDEMNITY

INSURANCE COVER – To comply with the conditions of the hiring agreement.

I hereby indemnify the school against any claims made against it arising from the use of hired premises. In addition I accept responsibility for any claims the school may have for any damage to its property arising from its use during my hire.

I maintain a Public Liability Insurance Policy, the details of which are as under:

Policy Number _____

Expiry Date _____

Name and Address of Insurance Company:

Indemnity Limit: _____

Any licenses necessary and the Theatres Act 1968 and the Cinematograph Acts 1909 and 1952 have been or will be observed and any requirements of the Licensing Justices, where necessary, have been or will be met. I agree to pay the charges due as required and hereby certify that the premises and grounds will be used only for the purpose stated.

Signature: _____

Date: _____



SAFEGUARDING CHECKLIST (Hirer/user to complete and return to Chad Vale)

	Please tick
I confirm that any staff working with children have a current DBS check and have been vetted as suitable to work with children	
I have provided copies of the DBS certificates to school	
I have provided staff with an appropriate Code of Conduct for staff behaviour	
I have a current Child Protection/Safeguarding Policy	
All staff have been given training on the Child Protection/Safeguarding Policy	
Staff have received up-to-date safeguarding training and can spot signs of abuse	
I have received the Information for Visitors and Volunteers booklet	
Staff know who the Designated Safeguarding Lead is in the school	
I have distributed appendix A to all staff working at Chad Vale	
Staff know the school's reporting procedures for concerns	
Staff understand their responsibilities for safeguarding/child protection and can log concerns independently via Birmingham CASS (0121 303 1888)	
I have made suitable arrangements to collect emergency contact and medical details for any children attending.	
I have made arrangements for children to sign-in to the club.	
I have made arrangements to record collections at the end of the club.	
I have been provided with safeguarding training by the school.	

Signed (hirer).....

Date:.....



Safeguarding Information for hirers (Appendix A)

(Hirer to retain and distribute to all staff)

Designated Safeguarding Leads (DSL)

If your club/facility runs during school time, you must report any safeguarding concerns or disclosures to a DSL. The following people are DSL trained (to locate them, please ask a member of staff). Their photos can be found on the safeguarding board in the main entrance. To report your concerns directly please call Birmingham Children's Advice and Support Service on 0121 303 1888.

Paul Sansom Designated Safeguarding Lead (DSL) and Head Teacher

Steve Dubberley Deputy Designated Safeguarding Lead and Deputy Head Teacher

Naomi Burnett Deputy Designated Safeguarding lead and Assistant Head Teacher

Helen Shipley Deputy Designated Safeguarding lead and SENDco

Phil Goodman Deputy Designated Safeguarding lead for Wrap Around Care

Dealing with disclosures or suspected abuse out of school times

To report your concerns directly please call Birmingham Children's Advice and Support Service on 0121 303 1888.

Please be aware of the school's emergency evacuation procedure:

1. On discovering a fire, please set off the fire alarm from the nearest call point (on all exit doors) and evacuate from the nearest exit
2. Meeting point is on the MUGA
3. Carry out a roll-call to ensure everyone has been evacuated
4. Remain at the meeting point until the fire marshall has confirmed it is safe to return