



Lettings Policy

The letting of the school premises by the community is subject to the following conditions:

1. Use of the premises for school functions will take priority over lettings.
2. The Governing Body of Nelson Primary School will set charges for lettings guided by these principles:
 - Lettings to bona fide community groups will be charged at cost, to cover caretaking, energy, wear & tear and administration
 - Where a letting is subsidised by a service of Birmingham City Council that service will determine the proportion of the letting charge to be paid direct by the Hirer.
 - Where the school is used as a polling station the relevant authority will be charged the actual additional costs incurred by the school.
 - Lettings to all other hirers will be charged at cost plus a profit margin determined by the Governing Body.
3. The School reserves the right to request a returnable deposit, which will be returned to the hirer in full within 14 days of the period of hire subject to the hired premises being left to the required standard
4. The school will retain income derived from lettings and costs to the school of lettings will be met from this income
5. The school premises will not be let to individuals or organisations if there is reason to believe that the name of the school will be brought into disrepute.
6. The school premises will not be let for functions where a Public Entertainment, Intoxicants or other Licences are required.
7. Decisions whether to permit lettings will be made by the Governing Body. If the Headteacher believes a letting should not be permitted she will report the reasons to the Governing Body.
8. Hirers of the school premises will be expected to conform to the relevant Health & Safety regulations and safeguarding requirements
9. Hirers shall be present at all time during the period of hire.
10. All hirers must carry sufficient public liability insurance to satisfy Birmingham City Council requirements and which is in force during the period(s) of hire.
11. Hirers shall give special attention to the behaviour of those in attendance during the period(s) of hire and to the interests of residents and the School's community so that they are not disturbed or caused any inconvenience.
12. Hirers shall not assign or sublet the permission given to use the School premises.
13. The School reserve the right at any time to refuse or cancel any function without assigning a reason and will agree in such circumstances, to fully reimburse any monies received from the hirer.
14. The hirer will need to provide proof of current and up to date recruitment and vetting checks.

LETTINGS:

Rooms at Nelson Primary are available for hire to the local community and other organizations.

Charges are as follows-

ACCOMMODATION:

CLASSROOM (INCLUDES HEATING & LIGHTING)	£25.00 per hour
KITCHEN	£25.00 per hour
HALL (INCLUDES HEATING & LIGHTING)	£35.00 per hour
GYM (INCLUDES HEATING & LIGHTING)	£35.00 per hour
HALL & GYM (INCLUDES HEATING & LIGHTING)	£60.00 per hour

SUNDRIES:

PREPARATION FOR USE (IF ROOM REQUIRED TO BE OPEN PRIOR TO OR FOLLOWING THE HOURS OF BOOKING)	£5.00 EXTRA
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ALL MONIES MUST BE PAID 5 DAYS PRIOR TO DATE OF THE EVENT

ALL BOOKINGS WILL NEED TO PAY A CASH DEPOSIT OF £150 WHICH WILL BE REFUNDED 7 WORKING DAYS AFTER THE EVENT IF THERE HAS BEEN NO DAMAGE TO THE BUILDING OR CONTENTS THEREIN.

Date agreed by the Governing Body:

13/10/23

Signed: (Chair of the Governing Body)



NELSON PRIMARY SCHOOL

BOOKING FORM

HIRER'S DETAILS	SCHOOL CONTACT DETAILS
Name of Hirer	Miss S Richards Mrs N Fulford
Address	Nelson Primary School King Edwards Road Birmingham B1 2PJ
Telephone Number	0121 464 2201

Start Date	Start Time
End Date	End Time
Day of Week	Number of Lettings

Nature of Activity
Equipment to be brought by Hirer
Age range of those attending
Numbers of those attending

Is Public Entertainments Licence necessary for this activity	Yes/No
Do Instructors require special qualifications	Yes/No
Has Insurance been arranged by Hirer	Yes/No
Copies of Insurance given to School	Yes/No

ROOM/AREA TO BE HIRED (tick relevant columns)

ROOM OR AREA	TICK	ROOM OR AREA	TICK
GENERAL PURPOSE CLASSROOM		TOILET AREA	
HALL		CORRIDOR	
GYM		CAR PARK	
OTHER (SPECIFY)			

DECLARATION

I hereby apply to use the above facilities on the dates and times shown and agree to be bound by the letting conditions as set out in the school policy and with any instructions of any of its officers.

SIGNATURE _____ POSITION _____

FOR OFFICE USE ONLY			
ITEM	DATE	INITIALS	COMMENTS
Confirmation of lettings sent out			
Room or area to be allocated			
Hirer shown Fire Escape routes			
Hirer given copy of Fire Instructions			
Copy of Instructors qualifications held			
Copy of Insurance certificate			

ANY OTHER COMMENT

HIRE OF ACCOMODATION

Guidelines for conditions of use

Insurance

School should ensure that the user has public liability insurance for the period of usage.

Deposit

School can request a deposit to guard against breakages if they wish.

Charges

Charges will be based on current market values in the appropriate area as determined by Birmingham Property Services. The Council/Governing Body reserves the right to alter charges. The hirer should give notice of cancellation within an agreed timescale

Restrictions of use

The use of the premises shall be restricted to those areas for which specific approval has been given, and to the agreed hours of usage Both parties should agree use of furniture and equipment etc.

Assignments

The hirer should not sublet the permission to use the premises.

Indemnification

The hirer should indemnify the School /Governing body against:

Any damage done to the hired premises, furniture, fittings, equipment or other property during the period of usage Any accident, loss, injury (including death) or damage sustained by any person or thing on the premises during the period of hire.

Any costs claims or demands arising from above.

Intoxicants

Hirers should ensure that no intoxicants are consumed on the premises unless the School/Governing Body has given prior approval and appropriate licences have been obtained.

Lotteries, raffles and gambling

The hirer should not use or permit the accommodation to be used for the purposes of gaming unless registered under the Gaming Act and with prior consent of School /Governing Body

Conduct

The hirer will be responsible for the maintenance of good order in relation to:

1. The behaviour of those in attendance
2. The interests of residents in the neighbourhood, so they are not inconvenienced.
3. That those in attendance adhere to the start and finish times of the agreement.

Car parking

Agreements should be drawn up in advance regarding car parking space on the premises and that cars will be parked at the owners risk. The hirer should ensure that there are adequate means of access for emergency vehicles.

Catering equipment

All arrangements for use of any catering equipment must be made with the School/Governors. Hirers shall be permitted use of worktops and other preparatory surfaces, boiling rings, ovens and wash up sinks but not be allowed use of any other preparation or cooking equipment. Hirers will be responsible for providing all cleaning and washing up detergents. No children should be allowed in the kitchen

Smoking

In line with City Council policy, smoking will not be allowed on the premises.

Health and Safety and Safeguarding

The hirer should comply with all safety directives issued by the Council/School/Governing Body. The hirer should notify the Site Representative immediately in respect of any accidents which may arise during the hire period

The hirer should ensure that all passages, exits and stairways are kept clear during the hire period
The hirer should not intentionally or recklessly interfere with or misuse anything provided in the interests of health and safety.

For clubs run for children by outside agencies: We refer all hirers to [Keeping children safe during community activities, after-school clubs and tuition: non-statutory guidance for providers running out-of-school settings - GOV.UK \(www.gov.uk\)](http://www.gov.uk/government/publications/keeping-children-safe-during-community-activities-after-school-clubs-and-tuition-non-statutory-guidance-for-providers-running-out-of-school-settings) and request the following:

Basic safeguarding checklist of requirements: (Nelson's additional requirements)

Health and safety

- must consider the suitability and safety of the setting for employees and take steps to reduce any risks identified
- should have first aid training and/or a first aid kit to hand as well as awareness of what to do in an emergency (for example, call 999 if a child is having an asthma attack)
- must have a fire safety and evacuation plan
- should have more than one emergency contact number for each child, where reasonably possible, and know of any medical concerns or allergies
- *Have an identified Health and Safety Lead*
- *Childrens and Young Persons Act 1933 Section 12*

"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 if the number of children attending exceeds 100, it shall be the duty of the person providing the entertainment to station a sufficient number of adult attendants. These should be properly instructed as to their duties in order to control the movement of the children and other persons while entering and leaving building and to take all other reasonable precautions for the safety of the children."

Safeguarding and child protection

- must have a safeguarding and child protection policy in place, including procedures for dealing with safeguarding incidents which are communicated to and understood by all staff members
- should have awareness of and training on the specific safeguarding issues that can put children at risk of harm (for example, abuse and neglect, peer-on-peer abuse, extremism and radicalisation)
- should have clear procedures on what to do if they have concerns about a staff member, volunteer or other adult who may pose a risk of harm to children

- should appoint a designated safeguarding lead (DSL), who has undertaken safeguarding and child protection training. *That the identified lead is aware of how to make a referral to Social Care (CASS) and or Police when concerns are raised. (01213031888)*
- should provide parents with a named individual (such as the DSL) so they can raise safeguarding concerns, or if you are a lone provider provide the contact details of your local authority's children's services or the NSPCC helpline number
- should have contact details for the schools DSL (**Miss Louise Barnes**) and the local authority designated officer (LADO) and know the local referral route into children's social care

Suitability of staff and volunteers

- should ensure staff and volunteers have had relevant pre-employment checks (for example, DBS check, verification of identity) or, if you are a volunteer or self-employed, checked if the organisation contracting your services, can apply for a DBS check on your behalf
- *That Childcare by Disqualification requirements are met as appropriate.*
- should have regular performance reviews in place to check the suitability and training requirements of staff and volunteers after their appointment
- *Agencies have passed due diligence checks conducted by the school to eliminate any risks around extremist links.*

Governance

- should have a clear complaints procedure
- should have an effective whistleblowing policy

Failure to comply with these requirements will lead to termination of this agreement.

Right of Entry

The Council/School/Governing Body reserve the right to gain entry at any time to the hired premises

Running Costs

The Council will calculate the running costs i.e. electricity, water, cleaning, based on current apportionment process.

Right to Free Speech

The Council is not prepared to let land or buildings where it is satisfied that the safety of buildings and the public cannot be ensured: that the use will incite racial hatred or discrimination: that the use is by the Unification Church (no matter in what name an application is submitted); or that the use is by anti-democratic or neo-fascist groups or supporters of terrorism in general.

HIRE OF ACCOMODATION

Agreement

NAME OF SCHOOL:	
ADDRESS OF SCHOOL:	
PURPOSE OF HIRE:	

ROOMS REQUIRED	TIMES		FREQUENCY
	FROM:	TO:	
	FROM:	TO:	
	FROM:	TO:	
	FROM:	TO:	
	FROM:	TO:	
	FROM:	TO:	

CAR PARKING REQUIRED	
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CATERING FACILITIES REQUIRED	

DECLARATION

I have read and understand the Conditions of Hire and undertake to comply with those conditions throughout the period of hire.

I confirm that I/We have public liability insurance cover operative in the name of the hirer which will be in force during the agreed period of hire.

Signature of Hirer

Name

Address

.....**Tel**

Date

Signature of Governing Body Representative

Name