

# Hiring of School Premises Policy

## St Andrew's Church of England Primary School

We believe that 'Everyone is different. Everyone is special'. As Jesus taught us to love unconditionally, so we strive to nurture respect for all; to provide a rich and stimulating curriculum that considers the individual; and to care for the intellectual, social and spiritual well-being of our whole school community - encouraging positive engagement with the wider world, as affirmed through our school values and parable of the Good Samaritan.

Jesus said, "Love the Lord your God ..." and, "Love your neighbour as yourself." Luke 10:27



At St Andrew's we are committed to keeping pupils and staff safe. Our school policies are an essential part of the way we safeguard all members of our diverse school. We support democracy, the rule of law, individual liberty, mutual respect and tolerance of different faiths and beliefs. These principles help us to listen to each other and learn from each other to create a safe and rich learning environment for pupils and staff alike.

<b>Approved by:</b>	<b>FPP</b>	<b>Date:</b>
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# **St Andrew's CE Primary School**

## **Hiring of School Premises Policy**

### **1. Use of School Premises**

The use of school premises both during and outside school hours is under the control of the governing body of all schools, subject to any directions that may be given to the Authority (e.g. concerning the availability for community use) and other statutory requirements.

At voluntary controlled schools, the foundation governors control the use of premises on Sundays. The governing body has control of the use of premises during school hours, although, in effect, use during school hours is determined by the needs and approval of the Authority. The governors also normally determine the use of premises on Saturdays, except where the premises are required by the Authority for any educational use, including youth activities.

The governors of voluntary aided schools are in control of use at all times.

Out of hours use is subject to any transfer of control agreements which may be in place.

If a school has space it does not need for its own use, the Authority (Planning & Development), in consultation with governors, will determine whether or not it can be used to accommodate another Learning & Culture service, council, community or private sector user. This would be outside the hire arrangements. Any reimbursement of, or contribution to, running costs would be in accordance with LMS arrangements for non-school users or the terms of any licence or lease arranged by the Council with a community or private sector user.

Headteachers and governors are directed to ensure that no proposal to hire accommodation on a regular basis during school hours is entered into without prior consultation with, and the written approval of Planning & Development in Learning & Culture. This not only safeguards the Authority's ability to use accommodation, but also protects schools from entering unintentionally into legally binding, long term commitments.

The governors of a school shall make accommodation available, free of charge, during school hours for activities arranged by the Council to carry out its functions if the accommodation is not required by the school and the use does not affect the operation of the school. Such activities would include use for public consultation, in-service training and meetings. Schools can charge for additional costs incurred.

All schools are advised to consider the implications and consequences of hiring out premises and any disruption or nuisance to the local community. They must be assured that the purpose for which the premises are hired will not result in controversy, disrepute, legal action or disorderly behaviour. If in doubt, obtain advice from Planning & Development in Learning & Culture.

School accommodation can be used for coping with civil emergencies. Planning & Development hold a list of schools which can be used as rest centres for people evacuated from their homes in an emergency.

### **2. Responsibilities**

The Authority is responsible for ensuring that premises are available for the provision of Adult Learning courses and has given directions in this respect.

The Council has resolved that the Adult Learning Service will have priority use of school premises after 5.00pm for up to 3 days per week, Monday to Thursday throughout the year. Where provision is in excess of this, governing bodies will be expected to be sympathetic to such additional use continuing.

Governors are responsible for hiring procedures, arrangements and conditions. They must ensure they incorporate all the advice, guidance and requirements of the Council in order to safeguard users, buildings, equipment and sites and cover the legal liabilities of the governors and the Council in the event of accident or damage. Failure to do so may result in governors being liable for claims.

Governors must ensure that the area, and any furniture or equipment, being hired is in a suitable condition for use by the hirer. It should be made clear what is or is not available for use. Any lifesaving equipment required for use of pools must be made available.

The Governing Body must ensure, as far as is reasonably practicable, that there are no risks to health and safety. This duty extends to the rooms or pitches being hired, corridors, staircases and paths used to access the premises and the accommodation, toilets, furniture and equipment used. The procedures adopted by the school for the safe hire of premises and use outside school hours should be outlined in the School's Health & Safety policies and procedures.

If the accommodation is to be used at night, suitable fire exit and emergency lighting to escape routes must be in place to allow users to evacuate safely.

All areas that are hired must be accessible to people with special needs and disabilities. This includes access to an adapted toilet. It is illegal to discriminate against disabled people in the provision of non-educational services. Governors must ensure that this forms part of the School Access Action Plan.

Schools can use any hire income surplus or their Devolved Formula Capital allocations to develop community use of facilities and for integrating education and other Council services within the school. Sub-metering of services to help calculate costs, improved heating controls, improved access and entrance arrangements and refurbishment would come under this category.

A governing body may delegate its functions relating to the use of school premises out of hours to a committee, which can include non-governor members. Where it does so, it may confer voting rights on the non-members. Governors cannot delegate the responsibility for drawing up hire documents, procedures and conditions to another body such as the PTA. While they can arrange for the PTA to act as their managing agents in applying their procedures and taking bookings, they remain responsible for, and in control of, the premises and the hire approval.

The Governing Body must have regard to the desirability of the premises being made available (when not required by, or in conjunction with, the school) for use by members of the community served by the school.

For every hire, the hirer must complete, sign and retain a copy of a hire form and be given a copy of the full conditions of hire.

### **3. Conditions**

Model forms for accommodation, playing field and pool hire, and the Council's conditions of hire are reproduced on the following pages. While governors can adapt the format of the hire form, the basic information must appear in their versions. The Council's general conditions cannot be reduced, but they can be added to with details of security arrangements, specific school requirements, etc. Hirers of pools must be given the general conditions as well as those relating to pools.

**All hirers must be given written details of emergency arrangements (including means of escape) and details of the location of an available telephone.**

**Governors are responsible for the security of school premises when they are hired out to other users. Keys may be given out to hirers under certain conditions temporarily. The Council's Insurer requires that we keep the issue of keys to a minimum.**

Hirers must have their own safeguarding policy that is in line with our safeguarding policy and their staff who will be working on our premises must have an up-to-date DBS check. Hirers may not use our premises for any illegal activities.

Hire of pools arrangements must comply with the Council's "Policy and Practice for Swimming Pools Activities" document, which has been distributed to all schools.

Any entertainment, public assembly or liquor licence required will need to be obtained either by the school or the hirer.

The conditions of any licence must be adhered to by the hirer, who must be given full details. At schools where there are trust deeds, schools must check the deeds for any covenants which may prevent entertainment or consumption of alcohol on the premises.

No smoking is allowed in all general areas of Council work places. Each school will have its own policy on smoking, which should be made clear in hire conditions.

#### **4. Insurance**

All hirers must be covered by public liability insurance with indemnity up to £5,000,000. Schools can either require each hirer to arrange their own insurance or they can take out Third Party Hire Insurance through the Council's Insurance Manager (01865 815435) as part of the insurance packages offered to schools. The premium is 10% of the hiring income. This cost can be passed on to the hirers but the arrangements help both hirers and schools. Alternative wording is given in the model conditions to cover the situation of the school taking out general cover or not. The wording on the hire form must reflect the arrangements made by the school.

#### **5. Charges**

Governors may fix whatever charge they consider is appropriate for hire. However, Governors should bear in mind the additional heating, lighting and cleaning costs associated with an out of school hours activity as well as any overtime payments to caretakers. It is advisable that a hiring charge should at least cover these additional costs. The Authority has developed a spreadsheet to help schools identify their estimated costs when hiring parts of their accommodation. A copy of this is available from Planning & Development.

The delegated School budget cannot be used to subsidise community use so non-school use must be self-financing.

Governors can choose to subsidise certain users as long as higher charges to other users will compensate. In adopting a subsidy policy, governors should ensure that the basis for subsidy is reasonable and fair and that the reasons for why a particular group or groups are being subsidised is readily understandable and consistent with the Governors' agreed policy.

All income generated from the hire of premises will be retained fully by the school.

The hire documents should make it clear to the hirer what will happen to any payments made if the hirer cancels the hire or the hire does not take place.

#### **6. Subsidy**

The Authority wishes to encourage and support greater use of school premises by the local community. In particular, it wishes to support those activities which directly contribute to curriculum, sporting and cultural opportunities for pupils and lifelong learning. These aspirations relate both to the Council's strategic priorities of helping people to fulfil their potential, safeguarding our communities and raising our performance, and the Education Development Plan priority of Building Learning Communities, together with the wish to use property assets more effectively.

Governing bodies are recommended to consider adopting a subsidy policy for hire charges which reflects these priorities and which helps hirers who may not be able to meet market costs. A tiered approach is supported, distinguishing between:

- users which contribute curriculum, sporting and cultural opportunities for pupils
- use by the Adult and Community Learning Service and other County Council Services
- use by the local community
- pure commercial lettings.

This will allow the cost of hire to groups supported by the policy to be more affordable and less than those charged a market rate, which would subsidise this use. The charge for Adult Learning use will be set at a unit rate on a per room/space basis agreed with schools.

## **8. VAT**

Charges for hiring of halls and classrooms are usually exempt from VAT. Sports facilities are subject to VAT except when certain conditions are met for a series of ten or more hirings by a school, club or association. The hire of catering facilities for use by the hirer will similarly be exempt from VAT but any catering provided by the school to the hirer will be standard rated.

Detailed guidance on VAT and hirings can be found in the County Council's VAT and Employment Taxes Manual. Alternatively, telephone the Taxation Manager on (01865) 815511.

## **9. Hire of Kitchens**

The Council is responsible for repair and maintenance of the fabric and structure (building and building services) of all kitchens in community and voluntary controlled schools that subscribe to the Oxfordshire Schools Joint Provision (OSJP) - Schools Meals Service. This will be arranged and managed by the Council's property management consultant under the Direction of the Corporate Property Group. At VA schools this is the Governors' responsibility.

Community and Voluntary Controlled Schools that subscribe to the OSJP Schools Meals Service provided by County Facilities Management (CFM) will have their fixed kitchen equipment maintained, repaired and replaced by CFM. Schools outside the CFM contract will be responsible for these items. County Facilities Management (CFM) provide catering services for those schools who have remained with the Authority's provision, which includes cleaning of the kitchen and the maintenance of light equipment.

If equipment or fittings are damaged by the hirer, or the area is not cleaned properly, the ability of CFM (or other providers) to provide schools meals to the contract service specification will be impaired and additional costs will be incurred. Any additional costs will be charged to the school. The school will wish to pass these on to the hirer, but must ensure that this condition is included in the conditions of hire (see the Model Conditions).

The CFM kitchen supervisor (or other providers) should be consulted on any proposed hire arrangement. The supervisor will determine whether a member of staff needs to attend to supervise or instruct on the use of equipment to protect both the users and the equipment. If so, there will be a charge which can be passed on to the hirer. This should be treated in the same way as the hire of any part of the school. Hirers should identify the equipment they intend to use prior to the hire taking place.

## **10. Hire of Playing Fields**

This should be treated in the same way as the hire of any part of the school. Governors and Schools must ensure that the pitches are properly maintained and are in a suitable condition for the purposes of the hire. Suitable changing accommodation for sporting activities should be made available as part of the hire agreement.

## **11. Use by Parish Councils**

The Local Government Act 1972 (Part IV Section 134) allows a parish council to use a suitable room in school premises maintained by the Education Authority free of charge at all reasonable times.

Rooms may be used at schools for parish or parish council meetings, provided there is no interference with their use for educational purposes.

Any additional costs incurred by the governing body for heating, lighting and caretaker's overtime, and costs of repairs to any damage, can be charged to the parish council.

## **12. After School Clubs and Activities**

**If these are organised and run by the School, no licence, lease or hire agreement is required. A member of the teaching staff must be involved in every session.**

If organised and run by another body/individual, governors are advised to enter into a formal hire agreement or to take legal/valuer advice to enter into a transfer of control agreements. In most instances, schools are advised to treat them as hire arrangements. A hire agreement should not be longer than a term at a time and must include full conditions and a signed hire form even if no charge is made.

# **OXFORDSHIRE COUNTY COUNCIL**

## **HIRING OF COUNTY PREMISES**

### **GENERAL CONDITIONS**

1. Application for use of Council premises must be made to the Head of Establishment on the attached form and must be accompanied by the appropriate payments in advance of the date on which the premises are required. No booking will be confirmed unless payment is made in full at the time of the application. In case of certain regular bookings, it is possible to make arrangements for payment to be made at agreed times. These payments are not returnable if the hire is approved by the school and is not then used, but payment so made may be credited towards subsequent lettings.
2. The caretaker or cleaner in charge cannot be required to undertake as part of his/her ordinary work for which he/she is paid by the County Council any work arising from the use of the premises for purposes other than council purposes. However, he/she is at liberty to contract specially with the promoters of entertainments, meetings etc. for the execution of work in connection with such activities, but upon the clear understanding that it forms no part of his/her employment by the County Council.
3. The time of hiring must be strictly adhered to and access to the premises for preparatory work in connection with the hiring must be covered by an extension of the hiring period.
4. Alcohol may not normally be consumed on the Council's premises, but this restriction may be waived in special circumstances. Where agreement is given for the consumption of alcohol, the hirer must accept responsibility for compliance with the licensing laws.
5. If the premises are suitable and to be used for dance, concert or stage performance, the hirer must obtain a necessary licence unless the establishment obtains or already has a licence.

The appropriate licence for both entertainment and alcohol are obtained for the relevant District/City Council.

6. The hirer must ensure that adequate supervision is available at all times and see that no unauthorised persons are permitted to enter the premises. All security and fire precaution measures must be adhered to.
7. The use of the premises shall not be granted for any purposes that may appear questionable or undesirable or which interfere in any way with the operational activities of the establishment.
8. The laying of any composition or other preparation on floors is prohibited.
9. No screws or nails shall be driven into the premises or furniture and no placards shall be affixed to any part of the premises. Those responsible for the hire of the premises shall prevent anyone sitting or standing on the window sills, or standing on chairs, tables or equipment.
10. The hirer shall take good care of, and shall not cause damage or permit or suffer any damage to be done to the hired premises, or any part or parts thereof to any fittings, equipment or other property therein and shall make good and pay for any damage thereto (including accidental damage) caused by any act or

neglect of himself, his servants, agents or any person resorting to the hired premises by reason of the use of the hired premises by him/her.

11. It shall be the responsibility of the hirer to satisfy himself/herself that the premises, furniture, fixtures and fittings are fit for his/her purpose.
12. The hirer shall undertake not to infringe any copyright and shall undertake to indemnify the Council against all proceedings, actions, claims and demands which may be taken or made against the Council for any alleged infringement of any copyright.
13. Any piano must not be moved without the consent of the head of establishment.
14. Smoking on school premises is prohibited unless the special permission of the Headteacher of the school is obtained. Unless this permission is given, notices shall be displayed at all meetings and activities open to the public (including PTA functions) specifically forbidding smoking on the premises.
15. No advertisements or publicity material promoting smoking shall be displayed on County Council premises. Non-observance of this restriction may lead to termination of the hiring without further notice. Any sums paid by the hirer shall be forfeited in such case.
16. The hirer agrees to pay the additional fee (included in the total charge) for public liability insurance arranged by Oxfordshire County Council, who undertake to effect policies of insurance providing the hirer with indemnity for all sums up to a maximum of £5,000,000 which the hirer becomes legally liable to pay as compensation arising out of accidental bodily injury and/or illnesses to members of the public or accidental loss or damage caused to property, not owned by the hirer, which arises out of the use of premises. There is an excess payable by the hirer for each claim.
17. Where public liability insurance cover has not been arranged by Oxfordshire County Council, the hirer confirms that insurance cover in respect of both the hirer's liability to the public and their liability to the Council under the terms of this hire has been arranged with a limit of indemnity of at least £5,000,000. A copy of the certificate of insurance must be provided to the head of establishment before the hire takes place.
18. All means of escape, security and fire precaution measures, instructions and notices must be adhered to during the hire.