Kirtlington
C.E. School

Letting Policy

Reviewed and approved by: FGB

Policy Reviewed: February 2026

Future Review: February 2027

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, (for example concerning the availability for community use) and other statutory requirements.

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 Children, Education & Families 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-schoolusers 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 the school premises on a regular basis during school hours is entered into without prior consultation with, and the written approval of Planning & Development in Children, Education & Families. This not only safeguards the Authority's ability to use the school premises, but also protects schools from entering unintentionally into legally binding, long term commitments.

The governors of a school shall make the school premises available, free of charge, during school hours for activities arranged by the Council to carry out its functions if the school premises are 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 Children, Education & Families.

School premises 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.

Responsibilities
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 sitesand cover the legal liabilities of the governors and the Council in the event of accident or damage. Failure to do somay result in governors being liable for claims.

All hirers must have a valid enhanced DSS and either provide their organisation's Safeguarding Policy and procedures or adopt the school's.

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

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 toilets, furniture and equipment used.

If the school premises are 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.

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 will not be given out to hirers except in exceptional circumstances and when agreed by the head teacher and governors. The school will be locked/unlocked by a key holder or a Governor. The Council's Insurer requires that the issue of keys to a minimum.

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 of consumption of alcohol on the premises.

No smoking is allowed in all general areas of Council work places. Smoking is not allowed anywhere on the school property (grounds or building).

The hirers are not allowed to sub-let the premises to another person or organisation.

In-line with the school's safeguarding policies and procedures, the hirers must be over the age of 18, and the organisation must not be from an unlawful or extremist background.

Insurance
All hirers must be covered by public liability insurance with indemnity of at least £5,000,000.

Charges
Governors will review the charge they consider is appropriate for hire at the Autumn Term meeting of the Resources Committee. Governors will bear in mind the additional heating, lighting and cleaning costs associated with an out of school hours' activity as well as any overtime payments.

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

Whilst the Governors have chosen not to subsidise any users, the hire charge agreed will reflect the Governing Body's decision to keep costs as low as possible to encourage curriculum and community use.

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

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.

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.

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 overtime, and costs of repairs to any damage, can be charged to the parish council.

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 (a year at discretion of the headteacher) at a time and must include full conditions and a signed hire form even if no charge is made.

The governors have adopted the policy of Oxfordshire Country Council for the Hire of School premises.

A hire charge of £15 an hour has been agreed for the use of the hall. Other lettings will be considered and the cost reviewed subject to requirements.

Hire Pack
The following documents are included in the Hire Pack:
- Policy on the Hire of School Premises
- Booking Sheet
- Hire Agreement
- Hire of OCC Premises General Conditions
- Safeguarding/Child Protection Declaration for Hirers
- Fire Instructions for Hirers
- Emergency Contact Numbers

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 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 school obtains or already has a licence. The appropriate licences for both entertainment and alcohol are obtained from West Oxfordshire District 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 school.

8. The user undertakes to ensure that all staff and volunteers providing or offering any service to children work to the standards outlined through the publication and guidance 'Keeping Children Safe in Education (2022)' and are familiar with and agree to follow the expectations of the both this guidance and the local area procedures produced through the Oxfordshire Safeguarding Children's Board.

9. If the school is being hired for use with any group delivering a service to children or adults with care and support needs then Oxfordshire County Council have the right to request sight of the User's child protection/safeguarding policy and require the User to sign a separate declaration (available through OCC) confirming that these policies and procedures will be followed in full.

10. The premises shall not be used for any purpose or event which does not uphold fundamental British values as defined within the Counter-Terrorism and Security Act 2015. The hirer will not seek to express or allow any individual in their organisation to express radical or extremist views

11. The laying of any composition or other preparation on floors is prohibited.

12. 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.

13. 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.

14. Taking vehicles onto, or parking on, grassed areas is forbidden.

15. 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.

16. The hirer must complete risk assessments for their activities specific to the school's premises.

17. 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.

18. Any piano must not be moved without the consent of the head of establishment.

19. Smoking on School premises is prohibited.

20. 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.

21. The hirer agrees to pay the additional fee (which would then be 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.

22. 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.

23. All means of escape, security and fire precaution measures, instructions and notices must be adhered to.

24. If, whilst using the school premises the hirer becomes aware of a defect/potential hazard, this must be reported to the head teacher as soon as possible.

25. The hirer is responsible for providing any first aid equipment relevant to the activity undertaken during the hire of the premises and is required to have their own first aider.

26. This agreement shall be personal to the hirer who shall not be able to assign it to any other party.

27. No noise or nuisance shall be created during the period of hire which causes any unreasonable disturbance to the Council/School's property or to any activities been carried out there.

28. This agreement can be terminated by either party on one month's notice in writing to the other, or immediately by the Council/School on written notice to the hirer by reason of any breach of this agreement without reimbursement of payments.

HIRING OF COUNCIL PREMISES

Applications must be accompanied by the correct payment and should be made at least 21 days in advance to the Head of Establishment. Applicants are advised not to make any arrangements regarding their booking until they receive a confirmation copy of this application.

<table>
<tr><td colspan="4">ESTABLISHMENT: Kirtlington CE Primary School
Heyford Road
Kirtlington
Oxon
OX5 3HL</td></tr>
<tr><td colspan="4">Name and Address of Hiring Organisation/Individual Hirer:</td></tr>
<tr><td colspan="2">Tel. No (Day):</td><td colspan="2">Tel. No (Eve):</td></tr>
<tr><td colspan="3">Type of Use: (eg. Public Event/Club Meeting/Vocational Study/Personal Event)</td><td>Age Range:</td></tr>
<tr><td colspan="3">Days and Dates of Hire:</td><td>Number of Occasions:</td></tr>
<tr><td>Accommodation Required</td><td>Times
From To</td><td>Rate per Hour/Session</td><td>Charges</td></tr>
<tr><td>Hall</td><td></td><td></td><td></td></tr>
<tr><td>Playing Field</td><td></td><td></td><td></td></tr>
<tr><td>Other Facilities (give details)</td><td></td><td></td><td></td></tr>
<tr><td rowspan="2">VAT has been charged where appropriate and is included in the total charge. A VAT invoice may be issued, if required, upon separate application by the hirer.</td><td rowspan="2"></td><td>TOTAL HIRING CHARGE

Public Liability Insurance Fee (if applicable)
£5,000,000</td><td>£

£</td></tr>
<tr><td>TOTAL CHARGE</td><td>£</td></tr>
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Cheques to be made payable to: Kirtlington CE Primary School, and enclosed with this application.

I have read, and will ensure observance by persons using the premises of, the Council's and School's conditions of hire (copies enclosed to be retained by hirer). I agree to be responsible for making good any loss or damage to the premises or equipment resulting from this hiring, and will ensure that the premises are in good order at the end of each session.

Safeguarding
I confirm that, if the use of the school premises involved children and/or vulnerable adults, Disclosure & Barring Service checks have been undertaken for all adults involved with this hire. Documentary evidence will be provided.

Child Protection Policy
- I work within an agreed Child Protection Policy, a copy of which is enclosed.
- I have a copy of the School's Child Protection Policy and agree to follow the agreed requirements.

Name (print in full) ……. Date ……

Signature ……

Position Held: ……

FOR OFFICIAL USE

I approve this hire on behalf of the Governors of Kirtlington CE Primary School and confirm that any necessary licence and insurance cover are held* for the event, stage performance, music, singing, dancing, leisure activity. (Delete which is not applicable).

Name (print in full) …….. Date ……

Signature ……

Position Held: ……