Shenington Church of England Primary School
Stocking Lane, Shenington, Oxon OX15 6NF
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Excellence Through Endeavour
"Let your Light Shine" – Matthew 5:16

POLICY DOCUMENT

Hiring of Premises Policy

GENERAL CONDITIONS
(In compliance with Oxfordshire County Council Insurance and guidance about the use of any school premises)

British values

All maintained schools must meet the requirements set out in section 78 of the Education Act 2002 and promote the spiritual, moral, social and cultural (SMSC) development of their pupils. Through ensuring pupils' SMSC development, schools can also demonstrate they are actively promoting fundamental British values. Actively promoting the values means challenging opinions or behaviours in school that are contrary to fundamental British values. Attempts to promote systems that undermine fundamental British values would be completely at odds with schools' duty to provide SMSC. The Teachers' Standards expect teachers to uphold public trust in the profession and maintain high standards of ethics and behaviour, within and outside school. This includes not undermining fundamental British values.

To find guidance on British values within schools visit –

https://www.gov.uk/government/publications/promoting-fundamental-british-values-through-smsc

***The Hiring Agreement signed confirms that as a condition of hiring the school premises the event will comply with the principles of the Safeguarding framework* to ensure the safety and well-being of all children and young people within the school whilst under hire of our planned event. Following the guidance from the most recent Keeping Children Safe in Education. Please see the school Child protection and Safeguarding policy before signing the hiring agreement.**

- *Each area of the UK has adopted their own definition of Safeguarding, but these often include the following phrases: Protecting children from maltreatment; preventing impairment of children's health or development; ensuring that children are growing up in circumstances consistent with the provision of safe and effective care; and taking action to enable children in need to have optimum life chances.

1. Application for use of 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. School staff cannot be required to undertake as part of his/her ordinary work for which he/she is paid by the school 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 school through County Council policies and procedures.
It is the responsibility of the hirer to contact the school to confirm whether a member of staff is agreeable and or available to oversee the hand over arrangements/ site security measures/ access to the site and arrange a time convenient with the/a member of staff who has agreed to unlock/lock the premises. In accordance with safeguarding policies and procedures as well as lone working procedures, only staff members have access to school codes and so able to unlock/lock the building and or external requirements. Only the head teacher is authorised to give out the school code to staff. Staff are unable to give out the code to others. Contact with the school is only available through usual school term time dates (not Inset Days) and when the school is fully operational for pupils 8.00am-5.15pm.

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. To comply with the council's guidance who supplies the premises insurance and the law, alcohol may not normally be consumed on the school 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 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. Under no circumstance should anything be attached to the walls or any painted area. It is the responsibility of the named hirer to ensure all users and those accessing the building comply with these regulations.

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 to any fittings, equipment or other property and shall make good and pay for any damage (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 School against all proceedings, actions, claims and demands which may be taken or made against the School for any alleged infringement of any copyright.

13. Any equipment must not be moved without the consent of the head of establishment.

14. Smoking or Vaping on school premises is prohibited. Notices shall be displayed at all meetings and activities open to the public specifically forbidding smoking or vaping on the premises. Organisers are responsible for ensuring that no smoking or vaping occurs on the school premises and grounds including the car park/playground/fields and tennis courts. This applies even if school staff and/or the head of establishment attend the event.

15. No advertisements or publicity material promoting smoking or vaping shall be displayed on School 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.

The hirer agrees to reimburse staff within hiring costs:

- Cost to pay staff for unlocking etc. Time and half rates paid as this is overtime for sociable hours - full hour paid even for part hour.
- Anti-social working hour's rate will need to be paid at double time for any time after 5pm and before 10am. Rate to be clarified at point of booking-again full hourly rate paid even for part of hour.

Liaison and payment reimbursed to staff who have agreed to undertake the work/responsibility for the booking.

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. Booking and insurance has to be made prior to the event and thus booking should be made at least no later than three working weeks ahead of the planned date to enable the necessary procedures to be implemented. Bookings can only be made during usual school hours when the school is fully operational 8.00am-5.15pm and during term time dates when the school is open to children through the office administration. See terms and conditions. Any bookings involving school holidays should be made three working weeks prior to the end of term

18. All means of escape, security and fire precaution measures, instructions and notices must be adhered to during the hire.

19. Premises to be left clean and all equipment tidied away.

20. Remove any rubbish and dispose of, off the premises.

21. Consideration and planning will need to be included when hiring for the use of mobile phones, cameras and videos and sharing whilst on school site.

22. Safeguarding risk assessments will need to be completed. Other risk assessments will need to be completed including supervision of children and any matters included in the hirers agreement and any other considerations pertinent to the activity and/or the school feels is necessary.

23. The hirer agrees to comply with all school, OCC, Diocesan, DFE policies, DSL training procedures and requirements.

Please note: In support of our community we encourage potential hirers to consider contacting the village hall for possible hire/use first.

Hiring of school premises is subject to the latest DfE and Government guidelines. Following the most recent Keeping Children Safe in Education. The School therefore reserves the right to refuse a request to hire the school premises.

The hirer must comply with all safeguarding requirements, including those needed as a regulated activity, including, but not limited to safeguarding DBS checks, safer recruitment and have in place all required safeguarding procedures and processes required. The hirer must be clear about who will be accessing the site.

The hirer must ensure that only the agreed parts of the school are accessed and that there is sufficient supervision and adequate adult ratios who have been processed under the safeguarding procedures. The hirer must ensure that the facilities, gates, doors are closed during the activities and nothing is brought onto site that will compromise damage or risk to the school and people within school and those involved in the event.
No school equipment is to be used or accessed. The hirer must have in place a procedure for emergencies, separate the school's system. The hirer must ensure they have a list of attendance for those on site.

The hirer must ensure that there is adequate provision in place for the ratios who are first aid/medically trained, this also needs to consider and include managing the most up to date requirements for allergens and medical conditions. Hirers must provide their own First Aid Kits and systems for recording any incidents.
The hirer must also ensure that all incidents or issues concerned during the event are then reported to school/school staff and a written record is provided at the end of each event. Hirer will also need to provide a written report at the end about the event.

Hiring Agreement – Shenington C of E (VA) Primary School

- One copy to be retained by the establishment after approval
- One copy to be returned to hirer after approval

Hiring of School 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.

Name and Address of Establishment: Shenington C of E Primary School, Stocking Lane, Shenington, Oxon OX15 6NF				
Name and Address of Hiring Organisation/ Individual Hirer:				
Name and Address of Contact Person: Tel.No (Day) Tel.No (Eve)				
Type of Use: (e.g. Public Event/Club Meeting/Vocational Study/Personal Event			Age Range	
Days and dates of Hire:			Number of people	
Accomodation required	Times From To	Rates per hour £30	Other rates agreed	Charges
Hall				
Kitchen				
Rooms				
ICT suite				
Sports pitches				
Tennis Court				
			Total hiring charge	**£**

Each of the above pages need to be signed by the hirer.

Booking needs to be completed for each event/activity. Governors require a £500 deposit ahead of each event/activity.
Please make cheques payable to ***Oxfordshire County Council*** and enclose with this application:

I have read, and will ensure observance by persons using the premises of, School's conditions of hire (copy 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.

I am aware of the following statement in relation to the Education act 2002:

All maintained schools must meet the requirements set out in section 78 of the Education Act 2002 and promote the spiritual, moral, social and cultural (SMSC) development of their pupils. Through ensuring pupils' SMSC development, schools
can also demonstrate they are actively promoting fundamental British values. Actively promoting the values means challenging opinions or behaviours in school that are contrary to fundamental British values. Attempts to promote systems that undermine fundamental British values would be completely at odds with schools' duty to provide SMSC. The Teachers' Standards expect teachers to uphold public trust in the profession and maintain high standards of ethics and behaviour, within and outside school. This includes not undermining fundamental British values.

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Hiring of school premises is subject to the latest DfE and Government guidelines. Following the most recent Keeping Children Safe in Education. The School therefore reserves the right to refuse a request to hire the school premises.

I agree to pay the additional fee for public liability insurance cover arranged by Shenington C of E Primary School unless the proof of cover already in place..

I agree to adhere to the requirements of the risk assessment attached and will fully brief all parties involved.

Signed……

Date……

…….. Position held :……

I approve this hire on behalf of the Governors of Shenington C of E Primary School.

Signed……..

Date……

…….. Position held……