

## LETTINGS AND HIRE OF FACILITIES

Fitzharrys School has a number of indoor and outdoor facilities that are available for hire for meetings, events, performances, clubs and social occasions.

- Changing facilities
- Computer rooms
- Drama studio
- Classrooms each equipped with data projectors, some with interactive whiteboards
- Gymnasium
- Sports Hall
- Library
- Main hall (with or without stage use)
- Music performance rooms
- Netball court
- Tennis court
- Sports pitches
- Outdoor covered areas

In addition we have a Conference Room with seating for up to 30 people (boardroom style) or 20 people (cabaret style). This is a self contained area with its own toilet, telephone, tea and coffee facilities. The room has a data projector and internet access. Parking is available. This is available for part and full day hire and catering can be arranged.

A range of equipment is also available:

- Sports equipment
- Chairs
- Data projectors
- Flip charts
- Lectern
- Overhead projector
- Performance lighting
- Staging
- Photocopying and printing resources
- Full range of custom printing and resource production
- Projection screens
- Staging
- Tables
- Audio-visual aids

## SCHOOL LETTINGS POLICY AND PROCEDURES

### Introduction

1. The primary aim of this document is to summarise the policies adopted by the Governing Body in order to discharge its responsibilities for the sound and effective letting of the premises and facilities of Fitzharrys School as outlined in the financial regulations, standing orders and schemes for the local management of schools issued by Oxfordshire County Council. The secondary aim of the document is to provide guidance on the procedures to be followed to hire facilities within Fitzharrys School.

2. This policy document will be used in conjunction with the Local Authority's (LA) publication Financial Manual of Guidance (Financial Regulations for Schools with Delegated Budgets) – Feb 2005. Compliance with this manual is mandatory and any contravention of procedures must be brought to the attention, in the first instance, of the Headteacher. The following LA guidance documents are also available for reference:

- a. A Brief Guide to the Financial Processes within Schools;
- b. Local Authority Scheme for Financing of Schools, Section 5 of Section 48 of the School Standards and Framework Act 1998 (SSAF);
- c. Local Authority Premises Management Guide – Section 11

### Financial Standards

3. The Governing Body is able to approve the occasional use of the school and retain any income generated from this use. Non-occasional lettings use is agreed with the knowledge of OCC and subject to the approval of the Headteacher. Fitzharrys School may subsidise lettings for community and voluntary use with income from other lettings, provided there is no net cost to the individual school budget share.

4. Income generated from lettings is to be paid into the public funds of the school and included in the annual budget statement approved by Oxfordshire Local Education Authority.

5. Fitzharrys School is liable for any additional costs, and responsible for any arrangements associated with, external use of their premises to include:

- a. Arrangement for appropriate levels of insurance cover (including the annual review of all risks to ensure that cover is adequate);
- b. Additional necessary licence provision as appropriate;
- c. Repair and maintenance of the facilities.

6. Rates of hire of premises and facilities at Fitzharrys School will be reviewed on an annual basis to ensure the effective management of lettings and to ensure that the external use of the school premises does not create a net cost to the school budget share.

### Conditions of Hire

7. Booking. Hirers are requested to make firm applications for hire and submit payment<sup>1</sup> with the official booking form at least 21 calendar days prior to commencement of their booking to the **Bursar, Fitzharrys School, Northcourt Road, Abingdon, OX14 1NP**. Hirers are advised not to make any further arrangements regarding their booking until they have received written (including by e-mail) confirmation of the booking from the school.

8. Hirers may choose to hire more than one facility on the same occasion. A list of rooms and equipment which is available for hire is at Annex B. Hirers are asked to note that the list is not exhaustive and they may wish to contact the school regarding any other facilities in which they are interested to determine its availability and to obtain a quotation for its use.

9. Cheques for hiring the facilities should be made payable to Oxfordshire County Council. Payment should be made within 30 days of the booking.

10. Cancellation Arrangements. Should the hirer wish to cancel any hire arrangements, the following refunds (or credits for future bookings) shall apply:

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<sup>1</sup>In the case of certain regular bookings, it is possible to make arrangements for payment to be made later and at agreed times. This is to be arranged in advance with the Finance Manager. In any case a minimum deposit as described in Para 19 will apply.

**Period of Notice Refund Amount**

- 15 days or more 90%
- 8 to 14 days 50%
- 0 to 7 days No refund

11. Insurance Cover. Hirers must possess insurance cover which can be arranged by Oxfordshire County Council at an additional charge of 10% of the hire fee<sup>2</sup>. This insurance will provide 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 the premises. There is an excess payable by the hirer for each claim.

12. VAT. The hiring of school premises (except for sports facilities) is exempt from VAT<sup>3</sup>.

13. Health & Safety. The hirer must make her/himself aware of the 'out of school hours' emergency evacuation procedures (Annex D) and must ensure that all fire exits are kept clear during the letting.

14. The hirer must make her/himself aware of the School's Health and Safety Policy and must not interfere with or misuse anything which is provided in the interests of health, safety or welfare.

15. No use may be made of equipment such as pianos without the prior agreement of the school and the hirer must not interfere with the fabric, fittings or contents of the premises in any way.

16. The hirer is to obtain permission from the school in advance if they want to bring electrical equipment onto the premises. Hirers may not bring equipment or articles of an inflammable, explosive or dangerous nature onto the premises.

17. The Governing Body and its agents or representatives reserve the right of access to the premises during the letting.

18. Further to the Government's 'Smoke free' law, hirers shall respect the school's strict No Smoking policy by ensuring that their representatives do not smoke whilst on site.

19. Deposit for Bookings. For internal bookings (chargeable bookings which are for school use) or in the event of an external hirer being authorised not to pay for a booking in advance (see Footnote 1) a one-off refundable deposit of £50 is to be paid at least one week before the date of the hiring. This will be held by the school to offset the cost of any damage caused by the hirer or for any additional cleaning or site staff cover (such as the hirer remaining beyond the time booked) required in respect of the hiring. The deposit will be refunded upon successful completion of the hiring or group of hirings in the event of a block booking.

20. OCC Full Terms and Conditions of Hire. The conditions of hire shown above are an extract of OCC's Full Terms and Conditions, which can be found at Annex A to this document, and to which hirers are to adhere.

21. Policy Review.. Its content, including hire charges, will be reviewed annually for implementation on 1<sup>st</sup> September each subsequent year.

**Annexes:**

Oxfordshire County Council Full Terms And Conditions of Hire.

Fitzharrys School Letting Charges from September 2009.

Booking Form.

Evacuation of Fitzharrys School In The Event of an Emergency Alarm Being Sounded Out of School Hours.

Safeguarding/Child Protection Declaration

Community Hire Agreement

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<sup>2</sup> This is not necessary when hirers possess their own insurance with the requisite indemnity level. In such cases the hirer is required to provide a copy of the certificate of insurance to the Bursar when submitting the booking form.

**ANNEX A - FITZHARRYS SCHOOL LETTINGS POLICY**

1. Application for use of County Council premises must be made to the School on the School's Booking 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.
2. The site management staff cannot be required to undertake as part of their ordinary work for which they are paid by the County Council any work arising from the use of the premises for purposes other than Council purposes.
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 school'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 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. In particular we are committed as a school to the government's Prevent strategy – we do not let the premises to any extremist organisation or any organisation which promotes radicalisation in pursuit of anti-democratic aims. We reserve the right to revoke bookings of such organisations and to visit events undertaken on the school site in order to check compliance with this condition.
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.
15. No advertisements or publicity material promoting smoking 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.
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.

## ANNEX B - FITZHARRYS SCHOOL LETTINGS POLICY

### LETTING CHARGES AS FROM January 2018

Charges are for Monday to Saturday outside normal school hours during term time. Availability and charges for Sundays or weekends are available on request.

Facility	First Hour	Subsequent Hours
Changing facilities	£25.00	£25.00
Drama Studio	£25.00	£25.00
General Classroom	£25.00	£25.00
Gymnasium/Sports Hall <sup>3</sup>	£25.00	£25.00
Library	£25.00	£25.00
Main Hall	£25.00	£25.00
Conference Room <sup>4</sup>	£100.00	£25.00
Music Performance Room	£25.00	£25.00
Netball Court (including posts) <sup>3</sup>	£25.00	£25.00
Computer Room	£25.00	£25.00
Restaurant Area	£25.00	£25.00
Sports Field (per pitch) – includes toilet but not shower facilities <sup>2</sup>	£25.00	£25.00

<sup>3</sup> Charges for sports facilities attract VAT unless bookings in excess of 10 dates are made.

<sup>4</sup> This includes tea, coffee, bottled water. Food can be arranged at additional cost. Average price is £25 per delegate.

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## ANNEX C- BOOKING FORM



FITZHARRYS SCHOOL

### HIRING FITZHARRYS SCHOOL

Name of Hirer	Date of Hire	Facilities Hired	Cost
		Conference Room	£100 (first hour) and £25(subsequent hours)
		Lunch	£3.00 per head (numbers to be confirmed)
		Insurance cost	None
		Total (ex. VAT)	TBC
Address of hirer	Date of completion of hire	Name and address for invoicing	For office use: Purchase order
			Invoiced and Paid?
Telephone and email contact	Telephone and email contact in Emergency	Start and finish time  Please confirm	Do you have your own insurance YES/NO If YES please provide a copy of your insurance

### The Agreement

The hirer agrees to the Terms and Conditions of hire. VAT is chargeable at 20.0% except where the hire is for meetings, social use, dances and concerts.	Signed by (print name underneath):
The school agrees to provide the facilities as detailed	Signed by:  on behalf of Fitzharrys School

THIS FORM MUST BE SENT TO THE BURSAR FOR APPROVAL AND INVOICING. THE BOOKING WILL BE CONFIRMED BY EMAIL. THE EMAIL CONFIRMATION MUST BE PRODUCED ON ARRIVAL

**ANNEX D - FIRE ORDERS**

- Fitzharrys is a 'Smoke Free' School and under no circumstances must anyone smoke on the school campus or use any electronic smoking devices.
- There must be a designated person in charge of the activity who should have an accurate list of all participants.
- The person in charge of the activity should receive instruction from the representative of Fitzharrys School on the fire procedure (normally the Site Manager or his deputy).
- The person in charge of the activity should brief all participants of the fire orders.
- If the fire alarm sounds participants should exit the school and assemble at the front of the school.
- The Site Manager must be informed by the person in charge of the activity and account for all participants.

**ANNEX E – SAFEGUARDING/CHILD PROTECTION DECLARATION****Safeguarding / Child Protection Declaration**

The governing body of Fitzharrys School agree to transfer control of the identified premises for the agreed use of these premises by the User.

The User undertakes to ensure that all staff or volunteers providing a service on behalf of the User will be made aware of the Oxfordshire Safeguarding Children’s Board child protection procedures and the DFE guidance Keeping Children Safe in Education (2015).

Specifically the User will take responsibility for ensuring that all required safe recruitment checks are undertaken on any adult using Fitzharrys School premises. (This should include enhanced DBS checks on all those likely to have unsupervised contact with children and young people and a requirement that any allegation about inappropriate behaviour from any adult, employed or volunteering for the User is referred to the Designated Officer for the Local Authority (LADO) within 24 hours and before taking any action.

**[Insert name of user representative]** on behalf of **[insert name of User organisation]** accept the responsibilities to safeguard and promote the welfare of all the children or young people for whom we provide a service. I accept the requirement to follow the guidance and procedures outlined above and at paragraph 8.1 of the agreement.

I/we agree to provide a copy of our child protection policy on request of the governing body of Fitzharrys School.

I/we confirm that all adults either employed or being used on a voluntary basis to provide services on behalf of **[insert name of user organisation]** have been through the appropriate recruitment checks (identified in Keeping Children Safe in Education, 2015) and have received and will continue to receive on a three yearly cycle appropriate child protection training.

**[Insert name of the ‘user’ representative]** of **[insert name of the organisation]** make this declaration to confirm that we agree to and accept the expectations of this agreement outlined above and at paragraph 8 of the transfer of control agreement.

The user undertakes to uphold fundamental British values and will not seek to express or allow any individual in their organisation to express radical or extremist views.

Signed \_\_\_\_\_ (on behalf of user organisation)

Date \_\_\_\_\_

(Please attach a copy of your organisation’s Child Protection Policy with this declaration).

## ANNEX F – COMMUNITY HIRE AGREEMENT



**OXFORDSHIRE  
COUNTY COUNCIL**

### Community Hire Agreement

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

<b>Property Address:</b>	Fitzharrys School, Northcourt Road, Abingdon Oxon OX14 1NP			
<b>Hirer – Organisation or Name of Hirer:</b>				
<b>Proof of Identity:</b>	One form of photo ID is required please provide details of what was provided and checked eg Driving Licence/ Passport			
<b>Contact Details:</b> Name Address	Tel (Day) Tel (Eve)			
<b>Details of Use:</b> Brief description of the event/ purpose for the hire				
<b>Days and Dates of Hire:</b>			<b>Number of occasions</b>	
<b>Accommodation Required</b>	Times from/To	Fixed rate per session	Rate per hire/match	Charges
<b>Hall</b>				
<b>Rooms (state No required)</b>				
<b>Sports Hall/Gym</b>				
<b>Changing Rooms/Showers</b>				
<b>Kitchen</b>				
<b>Sports pitch</b>				
<b>Other facilities</b>				
<b>Charges:</b> Hire Charge Public Liability Insurance Fee if applicable			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.	
<b>Total Hire Charge:</b>				

Cheques made payable to Oxfordshire County Council

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**<Hirer>**

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

(a) I confirm that public liability insurance has been obtained in respect of both the hirer's liability to the public and their liability to the Council under the terms of this hire with a limit of indemnity of at least £5,000,000.

or

(b) I agree to pay the additional fee for public liability insurance cover arranged by Fitzharrys School via Oxfordshire County Council.

Please delete (a) or (b) which is not applicable.

Signed ..... Date .....  
Name .....  
Position held .....

**Fitzharrys School**

I approve this hire on behalf of Oxfordshire County Council/ Governors of Fitzharrys School, and confirm that any necessary licence (alcohol/ entertainment) and insurance cover are held.

Signed ..... Date .....  
Name .....  
Position held .....

## Hiring of Council Premises General Conditions

- 1) Oxfordshire County Council has a duty to ensure proper use of its premises.
- 2) 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 approved 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 and is not then used, but payment so made may be credited towards subsequent periods of hire.
- 3) If there is a cleaner or caretaker that 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.
- 4) 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.
- 5) 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.
- 6) 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 already owns an annual licence.
- 7) Leisure and Entertainment Licence: obtainable from the appropriate District Council
- 8) Liquor Licence: obtainable from the appropriate District Council
- 9) 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.
- 10) 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.
- 11) If the venue is a school or college, 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 (2015)' 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.

- 12) If the accommodation 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 (Appendix 1) confirming that these policies and procedures will be followed in full.
- 13) 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
- 14) The laying of any composition or other preparation on floors is prohibited.
- 15) 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.
- 16) 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.
- 17) 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.
- 18) 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.
- 19) Any piano must not be moved without the consent of the head of establishment.
- 20) Smoking in the premises is prohibited.
- 21) 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.
- 22) 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.

- 23) 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.
- 24) All means of escape, security and fire precaution measures, instructions and notices must be adhered to during the hire.
- 25) This agreement shall be personal to the hirer who shall not be able to assign it to any other party.
- 26) 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.
- 27) 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.