

# **GENERAL RULES GOVERNING THE USE OF THE SCHOOL PREMISES BY HIRERS – Terms and Conditions**

## **Preamble**

The management of the school premises is vested in the Governing Body of the school, subject to the Directions of the LEA under the Education Act 1993. The Governing Body's powers and composition are defined in the Instrument and Articles of Government, a copy of which, along with a copy of the LEA's Directions may be obtained from/consulted at Area Education Office. The Governing Body is empowered to make rules governing the use of the school premises, or to withdraw or amend them.

### **1. Use of the Premises**

Use of the school's premises and its facilities is subject to the following rules and, in the case of hirers, to certain standard conditions incorporated in the hiring agreement.

### **2. Equal Opportunities**

The premises shall be available to all members of the community regardless of race, colour or nationality, sex, religion, marital status or disablement.

### **3. Applying to Use the School**

- a) Application for use of the School shall be made to the Headteacher at least 21 days before the event.
- b) The right to refuse any application for the use of premises is reserved to the Governing Body, or the Headteacher acting on its behalf.
- c) The Headteacher or Chairman of the Governing Body shall have immediate power to terminate any agreement relating to the hire of school premises if it is considered that the Hirers have in any way damaged the buildings, fittings, fixtures or furniture, or have subjected them to undue wear and tear or are in any way guilty of a breach of these rules of the Hiring Agreement. Such termination will not release the Hirer from any obligations or affect any rights or remedies the Governing Body or the County Council may have.
- d) The Governing Body reserve the right to refuse any application for the hire of school premises, unless directed by the County Council under its Directions on the Use of School Premises Out of School Hours, or national legislation.

### **4. Hours of Opening**

Lettings during the school day subject to application to the Headteacher. Facilities at the school are normally available for the use of outside hirers between the hours of 18.00 hrs and 22.00 hrs. on weekdays, and 10.00 hrs. and 22.00 hrs. on weekends. In exceptional cases, these hours may be extended on application to the Headteacher.

## 5. Maximum capacity

The school hall has a maximum capacity of 190 seated or 150 dancing (these figures include helpers and performers), and on no account shall these figures be exceeded.

## 6. Safety Requirements

The School has not been granted a public entertainment licence. All conditions attached to the granting of the licence, stage play or other licences and the School's Health and Safety Policy shall be strictly observed. Nothing shall be done which will endanger the users of the building, or invalidate the policies of insurance relating to it and to its contents. In particular:

- a) obstructions must not be placed in gangways or exits, nor in front of emergency exits, which must be available for free public access and egress at all times;
- b) the emergency lighting supply must be turned on during the whole time the premises are occupied, and must illuminate all exit signs and routes;
- c) fire-fighting apparatus shall be kept in its proper place and only used for its intended purpose;
- d) the Fire Brigade shall be called to any outbreak of fire, however slight, and details of the occurrence shall be given to the Headteacher;
- e) performances involving danger to the public shall not be permitted;
- f) highly flammable substances shall not be brought into, or used, in any part of the premises. No internal decorations of a combustible nature (e.g. polystyrene, cotton, hay, etc) shall be undertaken or erected without the consent of the Governing Body;
- g) no unauthorised heating appliances shall be used on the premises;
- h) the First Aid box shall be readily available to all users of the premises during school hours. It is located in the First Aid Room. The Headteacher shall be informed **immediately** of any accident or injury occurring on the premises **and shall provide a written report of the incident**. Outside school hours, there is no legal requirement for the school to provide first aid facilities for the hirer. It is suggested that the hirer makes its own arrangements, use of the schools resources will not be available.
- i) all electrical equipment brought into the building shall comply with the Electricity at Work Regulations 1989. The Governing Body and County Council disclaim all responsibility for all claims and costs arising out of or in any way relating to such equipment. Further, any equipment brought on to the premises must have a certificate of safety from a qualified electrical engineer. The intention to use any electrical equipment must be notified on the application form.

## 7. Supervision

The HIRER and persons in charge or on duty shall have been informed of the procedure for evacuation of the premises and shall be familiar with the fire-fighting equipment available.

## **8. Intoxicating Liquor**

No intoxicating liquors are permitted to be bought, sold or consumed on any part of the premises without the express permission in writing of the Governing Body, whose **written** consent must also be obtained prior to seeking any Occasional Licence or Permission for the sale of alcoholic liquor.

### Food, Smoking, Drink & Drugs

No food or drink may be prepared or consumed on the premises without the direct permission of the Headteacher, in line with current food hygiene regulations. All litter must be placed in the bins provided. No intoxicants/unlawful drugs shall be brought on to or consumed/used on the premises. The whole of the school premises, including the external areas, is a non-smoking area, and smoking is not permitted.

### School Equipment

This can only be used if requested on the application form, and its use is approved by the Headteacher. Responsible adults must supervise the use of any equipment which is issued and ensure its safe return. The hirer is liable for any damage, loss or theft of the school equipment it is using, and for the equipment's safe and appropriate use. Use of light or fixed catering / cleaning equipment is limited, and the hirer will need to demonstrate a competence level for use of equipment, plant or other issues on food hygiene standards. Untrained or inappropriate use of equipment may lead to damage to floors etc or render the equipment inoperable causing service delivery disruption the following day(s).

### Vacating the Premises

The hirer shall ensure the premises are vacated promptly at the end of each period of use of letting. The Hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult. Additional charges will be made where the caretaker is unable to lock up whilst the hirer ensures children are safely vacated beyond the time agreed in the letting agreement.

### Promotional Literature/Newsletters

A final draft copy of the information to be distributed to participants or through the school must be sanctioned by the Headteacher at least seven days prior to distribution by the Hirer.

## **9. Betting, Gaming and Lotteries**

Nothing shall be done on or in relation to the premises in contravention of the law relating to betting, gaming and lotteries, and the persons or organisations responsible for functions held in the premises shall ensure that the requirements of the relevant legislation are strictly observed.

#### **10. Other Licences and Permissions**

Permission or licence must be obtained from the copyright owner, the owner of the sound recordings (if appropriate) and the publisher for any public performance of music, musicals, operas, or stage plays. The borrowing of music scores or plays from a local library does not constitute permission to perform.

The Headteacher must be given at least four weeks notice of a stage play production. The HIRER must obtain the appropriate licence from the local council, which requires three weeks' notice.

It is the responsibility of any user which uses recorded music in its activities to check if it requires a licence from Phonographic Performances Ltd (PPL) and, if so, to obtain one.

Any user performing live music is responsible for checking whether a Performing Rights Society (PRS) license is required. Details must be kept of the works performed.

Public music, singing and dancing can only take place on premises which have an entertainment licence which the Hirer must obtain from the District or Borough Council.

Hirers are reminded that it is illegal to photocopy music or plays without the express permission in writing of the copyright holder save in certain circumstances. Any infringement of this is liable to prosecution.

#### **11. Storage**

The permission of the Governing Body must be obtained before goods or equipment are left or stored at the School, except that the Headteacher is authorised to grant permission for the overnight storage of goods and equipment brought to the School for a particular function or event.

#### **12. Loss of Property**

The Governing Body and County Council cannot accept responsibility for damage to, or the loss or theft of, hirers' property and effects.

#### **13. Car Parking**

Cars shall not be parked so as to cause an obstruction at the entrance to, or exits from, the School. **In particular the Hirer must ensure that access to the school by emergency vehicles is not obstructed or delayed.** Where parking accommodation is provided and available, this must be used, and users of the school should avoid undue noise on arrival and departure.

#### **14. Nuisance**

- a) Litter shall not be left in or about the school premises.
- b) Except in the case of trained guide-dogs for the blind and hearing dogs for the deaf, animals shall not be permitted on the school premises.
- c) Hirers and organisers of events in the school premises are responsible for ensuring that the noise level of their functions does not interfere with other activities within the building nor to cause inconvenience for the occupiers of nearby houses and property.

#### **15. Block Bookings**

Block bookings, period bookings or bookings more than 3 months in advance will only be accepted provisionally. The Governors reserve the right to refuse any application or to terminate a booking with reasonable notice (normally no less than 15 working days).

#### **16. Care of the Premises**

Premises are let as they stand and no alterations or additions shall be made to lighting, heating, seating, gangway, fittings, fixtures or other arrangements of the accommodation except with the express permission of the Governing Body.

**Any** special arrangements **for example** for seating must be requested in the application and any additional costs incurred by the school paid for by the Hirer.

Furniture or fittings shall not be removed or interfered with in any way. No bolts, screws, nails, tacks or adhesives, shall be driven into, or used on, any part of the premises, other than for materials displayed on boards provided specifically for that purpose. In the event of any damage to the property arising from the letting, the hirer shall pay the cost of any reparation required.

Hall floors are used by children for physical education and no substance is to be applied to floors to prepare them for dancing or any other activity. No footwear liable to damage floors may be worn in school buildings.

#### **17. Caretaking**

The charges made for the use of the premises will normally be inclusive of all payments for the caretaker, or other staff of the County Council.

The school **must** be left tidy after use. Should the premises require more than half an hour cleaning/caretaking time after the letting, Hirers will be charged the full extra cost. No allowance has been made for this in the quoted total charge given.

The hirer shall accept full responsibility for reimbursement to the County Council for any additional staffing costs resulting from the use of premises or grounds by the Hirer and the cost of reinstating grounds or reinstating, repairing, or replacing any part of the accommodation or any property in or upon the

accommodation which is damaged, destroyed, stolen or removed during the letting. The Hirer shall undertake to accept as final and conclusive the decision of the County Council as to the fact of any such loss, injury, or destruction and as to the amount of such expenses.

## **18. Indemnity and Insurance**

Lettings are made on the understanding that the County Council and Governing Body are indemnified by the Hirer against any loss, damage, costs and expenses during the use of the school premises by the Hirer except where such loss, damage costs and expenses are directly attributable to the negligence of the employees of the County Council or the Governing Body.

The Hirer shall insure with a reputable insurance office approved by the County Council, against such funds as the Hirer may become liable to pay as compensation, arising out of bodily injury or illness (fatal or otherwise) to any person and/or costs, fees, expenses, loss or damage caused to property or the premises by any act or neglect of himself, his servants, agents or any person resorting to the premises by reason of the use of the premises by the Hirer.

Unless specifically agreed by the County Council, the insurance cover shall provide a limit of indemnity of not less than £2,000,000 in respect of any one incident and to include liability for the premises including liability for fire and explosion risks arising from the hire of the premises.

The Hirer shall produce the policy of insurance and receipts for the current premium or premiums upon request by the Headteacher, Governing Body or Area Education Office within seven days of a request.

The Hirer must ensure such fire, health and safety and other precautions as are required by the Governing Body are properly implemented and observed. The Hirer must complete an Accident Report Form in respect of any accident occurring during a letting and report it to the Headteacher as soon as possible.

Neither the school, nor the Local Education Authority, will be responsible for any injury to persons or damage to property arising out of the lettings of the premises.

## **19. Elections and Parish Council meetings**

In accordance with the Local Government Act 1972, school premises must be made available for local, National Parliamentary and European Parliamentary elections and to meetings of parish councillors if required (SI 1994 No.748 Regulation 2).

Charges made in these circumstances may relate only to costs incurred by the letting in respect of heat, light, caretaking and cleaning costs.

## **Safeguarding**

It is the responsibility of the school to ensure the hirer has adequate supervision and up to date DBS checks. The Hirer will maintain and provide copies to the school, in relation to DBS evidence, contact details, changes in staffing, responsibilities and absences.

For further information, please visit:

<http://www.littlechalfontprimaryschool.co.uk/safeguarding/>