



# **Policy for the Hiring of Premises and Facilities at Liskeard School & Community College**

Lettings – Regulations.doc Version 8

Latest amendments 05.02.2016 made by Paul Taylor

Reviewed:- At the Governor's Policy Working Group

Date: February 2018

Approved: at Governors' meeting 13<sup>th</sup> March 2018

# **Regulations for the Hiring of premises and facilities at Liskeard School & Community College.**

## **Health & Safety**

### **The Hiring of Council Premises**

#### **1. Applications**

All correspondence and applications for the hire of the School premises must be made to the Head Teacher, Business Manager or Lettings Officer. It should be noted the premises and grounds are given to the education of young people and therefore due regard should be given to this. All areas are strictly No Smoking areas.

#### **2. Hirer**

The hirer must be over 18 years of age and shall be the person by whom the application form of the application for the hiring is signed. All payment of the scale and other fees payable in respect of the hiring and for the observance and performance in all respects of the conditions and stipulations herein contained and on the part of the hirer to be observed and performed.

#### **3. Safeguarding**

The Hirer shall be responsible for the assessment and verification of all necessary CRB and DBS and police checks and have responsibility for the safeguarding of young people. Where children and Young People are in attendance the Hirer will be required to provide a copy of their safeguarding/Child Protection Policy. This must include their arrangements for checking child protection when used by a third party. (The only exceptions are where the hirer is a private individual hiring the premises for personal use – for example; a member of the public hiring a facility for a Wedding reception).

#### **4. Emergency Evacuation**

Every classroom and meeting room displays a blue Fire Instructions notice and an evacuation route plan. Hirers shall familiarise themselves with these instructions in case of emergency.

Evacuation of the school building will take place when hearing the fire alarm. The Hirer shall be responsible for communicating emergency procedures to people taking part in the hiring and for ensuring that his/her people assemble on the tennis courts to the east of the school buildings, which is the designated Fire Assembly Point. If the event occurs during the school day, a member of the school management team will be the Fire Officer and will require your report of any missing people and will contact emergency services as appropriate. If the event occurs after school hours, the duty caretaker whilst on site, will act as Fire Officer. The duty caretaker will normally be on site until 19:00hrs. After this time it is the responsibility of the Hirer to act as Fire Officer and alert the emergency services. No first aid provision is available from the school, hirers should contact Liskeard Minor Injuries Unit on 01579 373500 or ring 999.

#### **5. Right of entry**

The Head Teacher and Board of Governors reserves to their officials, the right to enter at all times. They may be required to produce evidence of their identity. Where applicable the ticket taker or stewards are to be instructed accordingly by the hirer.

## 6. **Cancelling of Hiring**

The right is reserved to cancel any hiring, without notice, where the Head Teacher or Board of Governors consider it necessary for any cause outside their control. In the event of any hiring being cancelled, the amount of the scale or other fee payable hereunder will be refunded to the hirer, but the School shall not be held liable or required to pay compensation for any loss sustained as a result of or in any way arising out of the cancellation of the hiring. As much notice as possible will be given by the School to the Hirer.

## 7. **Preservation of Order**

The hirer is responsible for the preservation of good order during the hiring of the premises and for any damage that may be done to the property in consequence of the hiring or which would not have been done if the hiring had not taken place. No nails, tacks, screws, etc shall be driven into any of the walls, floors, ceiling, furniture or fittings. It is a condition of the hiring that the wearing of stiletto heels or shoes which might reasonably be thought to cause damage by those using the premises shall not be permitted. At any hiring to which members of the public are admitted, the hirer shall provide an adequate number of stewards who shall be present throughout the hiring. In the event of any such damage, the Site Supervisor may make it good and the hirer, by the acceptance of the hiring subject to these regulations, will thereby be deemed to have undertaken to pay the cost of such reparation. Please also refer to Annex A for Public Performance Licence permitted numbers of people in premises areas.

## 8. **Intoxicating Liquor**

Intoxicating liquor shall not be sold or consumed on school premises, unless written approval in advance has been obtained from the School or its Board of Governors, and the appropriate licence obtained from the licensing justices.

## 9. **Licensing**

The premises hired shall not be used for cinematograph exhibitions, public music or music and dancing, or stage play purposes for which a statutory licence is required granted by Town or County Council as licensing authority unless such a licence has been so granted in respect of the premises and the hirer shall strictly obey and observe all the requirements laid down in the licence.

## 10. **Catering services**

The kitchen does not form part of the premises for hiring purposes. Hirers wishing to use the kitchen areas must inform the Lettings Officer accordingly. All hirers who wish to use the kitchen must arrange through the Lettings Officer to complete a kitchen hire form which may require specific training to be undertaken before catering equipment can be used and food prepared, and the hirer will be liable to meet the cost involved. This is necessary in order to meet the obligations under the Health and Safety at Work etc Act 1974.

Any hirer must comply with all relevant legislation and, in particular, the Food Safety Act 1990 and Food Hygiene Regulations 1970 as amended in 1990 and 1991.

- i. Ensure that the premises and equipment are left “as found” and that the catering **contractor’s stocks of food, resources and cleaning materials are not used.**
- ii. Not use refrigeration equipment unless granted specific permission by School.
- iii. Not use light kitchen equipment except with the specific permission and agreement of the catering contractor to whom the equipment is on loan for the period of the catering contract.

- iv. Be responsible for breakages, losses, damage, etc.
- v. **Remove from the premises all rubbish and food waste.**

## **11. Gaming**

No gaming is allowed except in accordance with the conditions of the Gaming Act 1968 (as amended) and the Gaming (Bingo) Act 1985 when gaming is carried on as an entertainment promoted for raising money be applied for purposes other than private gain. A copy of these conditions is open for inspection in the Town Clerk's office during the normal hours of business and the hirer shall be deemed to have knowledge of the contents thereof whether or not he has availed himself of the opportunity of inspection.

## **12. School Furniture and equipment**

School furniture (other than chairs for use in halls) shall not be moved except by arrangement. Any specific equipment required by the Hirer may be requested and supplied by the school if available. There may be additional charges involved for these requests.

## **13. Copyright**

- a) The hirer shall comply with all the provision of the Copyright Act 1956. If the hirer fails to do so any permission previously granted by the School or Board of Governors to use the premises shall be immediately cancelled and they shall have the right to recover fees, charges or any other payments referred to in these regulations.
- b) The hirer shall indemnify the School or Board of Governors from and against all actions, proceedings, costs, claims or demands whatsoever, arising out of the performance of copyright works on premises.

## **14. Electrical systems**

Any alteration or addition to the lighting or electrical heating systems is strictly forbidden, except with the written consent of the School or Board of Governors. Consent may be subject to conditions, which the hirer will be required to observe and, where necessary, the consent of the electricity undertakers. **Any electrical items used must have a valid PAT approval.**

## **15. Stage and spot lighting**

If stage lighting and spotlights are required or performance equipment are required it must be clearly stated on the application form. Any operation of the spotlights and dimmers must be carried out by a competent person. A separate charge on which VAT is levied may be made for the use of stage lighting or performance equipment.

## **16. Fees and Charges**

- a) The hirer shall pay to the School or Board of Governors with, and in addition to, the scale charges appropriate to the hiring, such amount by way of deposit as may be determined by the School or Board of Governors. In the event of damage occurring during the hiring, this deposit or the requisite part thereof, will be applied on account or in satisfaction, as the case may be, of any sum due from the hirer in respect of the cost of making good any damage which occurs during the hiring. Any balance not so applied will be returned to the hirer.
- b) The School or Board of Governors reserve the right to refuse access to the premises hired if the whole of the fees have not been paid or if these regulations have not been complied with. c) The School or Board of Governors also reserve the right to refuse to accept payment by cheque.

**17. Payment of Charges**

An invoice for the charge will be sent after the event .Please make payment within 10 days. Payment shall be made to **Liskeard School** for cheques. Arrangements can be also made for BACS transfers (please contact the school for details).

**18. Cancellation/Postponement of Hiring**

Hirers will be allowed to cancel or postpone such bookings on the following conditions: if fourteen or more days notice is given, half fees may be payable, and, less than fourteen days, full fees may be payable, unless in either case the premises are re-booked and there is no loss to the School.

**19. Indemnity**

By entering the Hire Agreement the hirer shall indemnify the School or Board of Governors against all action, proceedings, claims and demands whatsoever which may arise as a result of the hiring.

**20. Hire of Playing Fields/Open Spaces**

a) No warranty is given by the School or Board of Governors that the field or open space is fit for use proposed and the hirer must satisfy himself as to the field's suitability and take all reasonable precautions for the safety of all persons likely to use the field or open space during the period of hire. **Risk Assessments should be undertaken by the Hirer appropriate to the activity.**

b) The hirer shall be responsible for supervising the behaviour of all persons using the field and will not allow its use in such a manner as to be likely to cause nuisance or annoyance to the occupiers of neighbouring premises.

c) No lines are to be marked on the field or grassed area without the specific consent of the Head Teacher or deputy on behalf of the Board of Governors.

d) The hirer shall not allow the field or a part thereof to become fouled by dogs.

e) The hirer shall not allow the parking of private vehicles on the playing fields without the specific consent of the Head Teacher or Business Manager on behalf of the Board of Governors.

**21. Entertainment Programme**

The hirer, if called upon to do so by the School or Board of Governors, shall furnish for approval a copy of the programme or any entertainment to be given during the hiring and in that event no entertainment shall be except in conformity with a programme which has been approved by the Council. Failing approval of a programme, the hirer will be allowed to cancel the hiring without payment.

**22. Children's Entertainment**

The following provisions of section 12 of the Children and Young Persons Act 1933, must be strictly complied with:

- i. where there is provided in any building an entertainment for children, then, if the number of children attending the entertainment exceeds 100, it shall be the duty of the person providing the entertainment to station and keep stationed wherever necessary , a sufficient number of adult attendants, properly instructed as to their duties, to prevent more children or other persons being admitted to the building, or to any part thereof,

than the building can properly accommodate, and to control the movement of the children and other persons admitted while entering and leaving the building or part thereof, and to take all other reasonable precautions for the safety of the children.

- ii. where the occupier of a building permits, for hire or reward, the building to be used for the purpose of an entertainment he shall take all reasonable steps to secure the observance of the provisions of this section.
- iii. if any person on whom any obligation is imposed by this section fails to fulfil that obligation, he shall be liable, on summary conviction, to a fine not exceeding, in the case of a first offence, £50, and in the case of second or subsequent offence £100, and also, if the building in which the entertainment is given is licensed under the Cinematograph Act 1909 or under any of the enactment's relating to the licensing of theatres and of houses and other places for music or dancing, the licence shall be liable to be revoked by the authority by whom the licence was granted.
- iv. a constable may enter any building in which he has reason to believe that such entertainment as aforesaid is being, or is about to be provided, with a view to seeing whether the provisions of this section are carried into effect, and an officer authorised for the purpose by an authority by whom licences are granted under any of the enactments referred to in the last foregoing subsection shall have the like power of entering any building so licensed by that authority. (reference in these regulations to the education committee shall be construed as references to any sub-committee or officer to which powers in relation to school lettings have been delegated.)

## **23. No smoking policy**

Liskeard School operates a no smoking policy throughout the Liskeard School and Community College campus, this includes all buildings and outside areas, playgrounds and sports fields. As the school buildings are a public place it is now illegal to smoke in any of these areas

## Annex A

### **Public Performance Licence Assessment**

For the purposes of this assessment we have taken into account the physical layout and fittings of the areas concerned and have devised 3 categories of rating:-

**Category 1** - for assemblies where audience is static or seated with minimal / no staging or performance area;

**Category 2** - for assemblies where audience is seated and involves a staged / performance area or where there are static stalls and mobile audience;

**Category 3** - for assemblies where audience is mobile and there is a staged / performance area.

### **Area**

1. **New Hall – floor area 307m<sup>2</sup>**
  - a. Category 1 max 600 people
  - b. Category 2 max 400 people
  - c. Category 3 max 300 people
2. **Old Hall – floor area 300m<sup>2</sup>**
  - a. Category 1 max 600 people
  - b. Category 2 max 400 people
  - c. Category 3 max 300 people
3. **Drama Studio – floor area 93m<sup>2</sup>**
  - a. Category 1 max 180 people
  - b. Category 2 max 120 people
  - c. Category 3 max 80 people
4. **Dance Studio – floor area 117m<sup>2</sup>**
  - a. Category 1 max 200 people
  - b. Category 2 max 120 people
  - c. Category 3 max 80 people