

## Conditions of Hire

Please do read the information in the following policy document as it contains essential information regarding your hire of our school premises. It is important that your party keeps to the hours booked (please remember to add in setting up and clearing up time when you book) and that all school facilities are kept in good order at all times. The right is reserved to cancel your booking if these conditions of hire are not met.

### **Hire of school premises is subject to the following conditions:**

#### **1. Applications**

1.1 The Hirer must be over the age of 18 years; have completed the Hiring of Facilities Form, have adequate Public Liability Insurance cover in place and have paid the required charges. When signing on behalf of a club or organisation, the Hirer must state his/her relationship to the club or organisation and have the authority to sign on its behalf. The School reserves the right to ask for photo identification and any other documents required to satisfy safeguarding requirements.

1.2 All correspondence must be addressed and forwarded to: FAO Miss L. Pedlar, Brannel School, Rectory Road, St Stephen, St Austell, Cornwall, PL26 7RN. The Headteacher reserves the right to call for further particulars.

1.3 The Hirer is required to include preparation time and clearing-up time on the Hire of Facilities form. School premises are generally unavailable for hire during normal term time school hours or later than 9.30pm. This may be extended to 11pm on Friday and Saturday evenings. All other times are by negotiation. The school is not available for hire on Bank Holidays or during the Christmas school holidays.

1.4 The Hirer is responsible for ensuring the number of people on site during the period of hire does not exceed the number given on the Hire of Facilities form.

1.5 The Hirer shall use the venue entirely at his own risk. The Hirer shall have in force and carry relevant Public Liability/Third Party Insurance and Licences including Governing Body qualifications as necessary.

1.6 The School reserves the right to re-arrange bookings cancelled due to inclement weather; in order to stage tournaments, competitions or special events of which prior notice shall be given to the Hirer. When making a booking please understand that we are a working school and therefore school activities such as performances, sporting activities and exams will take precedence. This also affects car parking during school events.

## **2. Hire Charges**

2.1 The charge for hire of the venue or any part thereof shall be as fixed by the Headteacher. Hirers will be advised of the charges at the time of booking. The Headteacher reserves the right to vary such charges without prior notice.

2.2 Payment for hire will normally be required one month in advance. In the event of an application being made less than one month prior to the date of hire, payment in full must accompany the signed Hire of Facilities form.

2.3 The hire time is inclusive of the time required to erect and/or dismantle equipment used in connection with the hiring. In the event that the Hirer does not vacate the facility within the agreed hire period, an additional charge of £10.00 per 15 minutes will be made.

2.4 In the event that the Hirer cancels a booking the full charge will be payable unless a replacement hire booking is obtained.

2.5 Regular hirers of facilities are assumed to attend each week and must notify the school of any absence without delay.

2.6 The School shall not refund any hire charge paid in respect of the bookings cancelled or termination for improper use.

2.7 The School shall not be liable for any loss or damage suffered by the Hirer where the use of the accommodation is rendered impossible to reason of accidental, strike, lock-out or other like cause, or by failure of the heating, lighting or electrical facilities or because of events which are beyond control of the School.

## **3. General condition of use**

3.1 The Hirer is responsible for leaving the premises in a clean, neat and tidy condition and must place rubbish in bins provided. In the interests of hygiene, hirers are requested to ensure that disposable nappies are not left on the school's premises. If the Hirer fails to leave the premises clean, neat and tidy, the school's cleaners will clean the premises and will charge the cost to the Hirer.

3.2 The Hirer shall be responsible for and shall compensate for any loss or damage caused to the venue or any part thereof or to any furniture, fixings, fittings or other property of the School therein, during his occupation of the premises or incidental thereto.

3.3 The Hirer shall further compensate the School for any loss sustained by him by reason of its inability to let part of the venue during the time necessary to repair or make good such damage.

3.4 The School shall not be liable for any loss or damage suffered by the Hirer where the use of the accommodation is rendered impossible to reason, of accidental, strike, lock-out or other like cause, or by failure of the heating, lighting or electrical facilities or because of events which are beyond control of the School.

3.5 The School shall not be liable for any loss or damage to equipment whilst being stored on the School premises. The Hirer shall be responsible for all equipment used on the School premises.

3.6 The Hirer is responsible for the area of the premises hired and access and exit routes for the period of hire. The Hirer shall not assign or sublet the premises or any part of the premises.

3.7 All publicity for the hiring and all admission tickets etc. shall explicitly contain the name and address of the Hirer and the purpose of the event. Notices can only be displayed within the school site with the school's prior agreement.

3.8 The Hirer is requested to inform the school in advance if the media is expected. Publicity materials used must be approved by the school in advance. The Hirer must conform to the Town and Country Planning (Control of Advertisement) Regulations 1987.

3.9 No intoxicating liquor shall be included in the refreshments available at any functions without the School's written consent. No intoxicating liquor may be sold at an event without the necessary licences and approvals, which must be produced by the Hirer and shown to the school in advance.

3.10 The Hirer shall make all catering arrangements in conjunction with the School. The School reserves the right to provide all catering requirements. The consumption of food and beverages is not permitted inside the sport facilities, including the 3G Pitch with the exception of water, and the Theatre. Chewing gum is not permitted on the School site.

3.11 Parking is permitted in the school car parks (5 mph speed limit). Vehicles must not be parked where they would cause an obstruction. All vehicles and their contents are parked at the owner's risk, the School accept no liability for loss or damage to vehicles or property on the site or its facilities.

3.12 The school cannot accept liability for valuables or possessions that are lost or damaged in any way on or off the school premises.

3.13 When school facilities are hired, the Hirer is responsible for ensuring that students' property; work or equipment is not interfered with in any way.

3.14 Hirers are responsible for getting out and putting away all equipment used in the appropriate place. All furniture should be returned to its original position at the end of the letting.

3.15 No smoking is allowed on site.

3.16 No dogs are allowed on the site with the exception of guide dogs.

3.17 School staff may enter the premises at any time for any reason during the letting.

3.18 The venue shall not be used for cinematography exhibitions, public music, music and dancing, boxing, wrestling or stage play purposes for which a statutory licence is required without prior consultation with the School and the appropriate licence being obtained in advance.

3.19 No gaming is allowed except in accordance with the conditions of the Gaming Act 1968, Section 41 when gaming is carried on at an entertainment promoted for raising money to be applied for purposes other than private gain. A copy of these conditions is available at [www.legislation.gov.uk/ukpga/1968](http://www.legislation.gov.uk/ukpga/1968) 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.

3.20 Children's groups should be supervised at all times at an adult/child ratio of supervision suitable for the requirements of the activity taking place and by at least one adult arranged by the Hirer. This includes their arrival and departure and may therefore be outside the booked times.

3.21 The Hirer is responsible for ensuring that all competitors and participants are correctly attired. Outdoor footwear and heeled shoes are not permitted in the sports hall. Only clean training-type footwear with dimples not exceeding 5mm and moulded studs are to be worn on the 3G Pitch. Blades and rigid blade style of boot are not permitted on the surface. Footwear must be worn by all players. Bare feet will not be permitted. Muddy football boots or shoes must be removed before entering indoor facilities and must not be cleaned in the shower areas.

3.22 The Hirer will not allow behaviour which is likely to cause a nuisance or annoyance to the occupiers of neighbouring premises.

3.23 Clubs must actively discourage players and particularly supporters and officials from using foul/abusive language. Many young people use the venue and bad language is unwelcome. Continued excessive foul/abusive language may result in an individual or a team being asked to leave the venue and future bookings being cancelled. It is unacceptable to spit whilst using the facility.

3.24 Any event deemed to bring the school's good name into disrepute can be cancelled at any time by the school.

#### **4. Health and safety**

4.1 The school may terminate the letting if the Hirer fails to comply with the Conditions of Hire or with Fire and Health and Safety regulations.

4.2 Should the hirer need to call the emergency services during a letting the duty site manager must be informed.

4.3 The use of portable heating appliances, naked lights, explosives, highly flammable materials and fireworks is prohibited at the venue. Portable electrical equipment - no such equipment is permitted without prior approval of the School. Such equipment must conform to the Electricity at Work Regulations and only after confirmation of acceptability by the site supervisor may the equipment be used.

4.4 The venue must be properly lighted during the entire letting.

4.5 All exit doors must be kept free from obstruction and unlocked when the venue is being used. The Hirer must be familiar with the fire routine and have been instructed and trained in the procedures to be followed in the event of a fire.

4.6 The Hirer is reminded of his/her duties and responsibilities under the Health and Safety at Work Act 1974, as well as the RIDDOR Act 2013. It is the responsibility of the Hirer to ensure that adequate First Aid provision is made for the duration of the booking and a comprehensive risk assessment has been carried out.

## **Child Safeguarding Statement**

*To be read by everyone involved in School Lettings and those assisting with the supervision of young people (at all times).*

All children and young people have the right to grow up in a safe and caring environment, which includes the right to protection from all types of abuse.

Children and young people have the right to expect adults in positions of responsibility to do everything possible to foster these rights.

We believe, therefore, that regardless of whether or not we are in loco parentis, both the School and the Hirer have a duty of care to:

- Children and young people who take part in any activity.
- Staff, including student helpers who are asked to take part in any activities.
- Parents/carers of the children that are placed in our care.

### **Guidelines:**

Staff (and Letting Organisers/users) should always be aware of the needs of young people, and be vigilant for any possible signs of abuse.

Staff/Hirers should not spend time alone with young people, especially away from others. Meetings with individual young people should take place as openly as possible. If privacy is needed, the door should be left partly open and other staff present or informed of the meeting.

Staff/Hirers should not have unnecessary physical contact with young people. There may be occasions when physical contact is unavoidable or positively desirable or necessary, such as providing comfort or reassurance, or for physical support. Contact may also take place during sports. Physical contact should, however, only take place with the consent of the child and the purpose of the contact should be made clear.

It should be remembered that on rare occasions young people themselves can be responsible for abusing their peers.

Staff/Hirers should never:

- engage in sexually provocative or rough physical games;
- allow children to use inappropriate language unchallenged (e.g. racist, sexist or homophobic comments);
- make sexually suggestive comments in front of, about, or to a young person, even in fun;
- let allegations made by a young person go without being addressed and recorded;
- deter young people from making allegations through fear of not being believed;
- jump to conclusions without checking facts;
- rely on their own good name to protect them (i.e. everyone regardless of position should adhere to these guidelines).

## 5. Duty Site Supervisor Responsibilities

The Duty Site Supervisor is the school's representative and is responsible for staying on site throughout the period of hire and making sure that, before, during and at the end of the letting, the following are adhered to:

- a) That the premises are unlocked at the agreed time as stated on the Hire of Facilities Form and subsequently agreed by the School.
- b) That the premises are in a safe and satisfactory condition for the Hirer.
- c) That the premises remain secure during the let by regular patrolling and monitoring of the entrance(s) being used.
- d) That the premises are checked before and at the end of the letting (with a representative of the Hirer) for damage and to ensure that they have been left in a neat, clean and tidy condition.
- e) That, where the same accommodation is hired by more than one group on the same day, the accommodation is checked between each letting.
- f) That, as far as practical, users of the site do not behave in a manner likely to cause injury to themselves and/or others, or to result in damage to the school or its contents.
- g) That, in the event of an emergency, appropriate assistance (e.g. ambulance) is summoned. In the event of a fire alarm being triggered, ensuring that all persons follow the fire instructions in clearing the building.
- h) Duty Site Supervisors cannot change any aspect of these Conditions of Hire.
- i) Duty supervisors will do their best to ensure your event runs smoothly. On rare occasions things can go wrong. If they do we will do our best to put things right in a friendly and helpful manner.
- j) Our staff will treat you with respect and courtesy. We ask that our staff are treated the same way and are not insulted, abused or threatened.

## Policy for Use of Brannel School Premises & Lettings

### Introduction

Brannel School is committed to being at the heart of the local community and supporting it. It will do this by committing to the concept of lifelong learning and by facilitating improvements in the quality of life in the villages and surrounding areas.

Brannel School will support local community groups and sports, social and arts events; they will promote equal opportunities and fair access for all. The benefits of this will also be felt within the school, by raising the self-worth of our students and by making the school a more welcoming place for all.

### Aims

- To ensure fair access to school facilities.
- To set out the circumstances under which the school may refuse use of facilities.
- To confirm the rights of the school to make reasonable charges for use of facilities.

### Statement of Intent

- The Governing Body accepts its responsibility to administer the letting of the school premises.
- The governors will delegate day-to-day responsibility for lettings to the Headteacher.
- The governors will allow the use of premises in the following order of priority:
  1. Governing Body and School functions.
  2. Recognised concessionary users, i.e. voluntary organisations and charities.
  3. For-Profit organisations.

### Policy Strategies

The school publishes a list of charges as a basis for booking facilities. The school, via the Headteacher, may refuse use of facilities on reasonable grounds. These are likely to include the following:

- Unreasonable hours.
- Unreasonable disturbance to local residents.
- Non-availability of staff (e.g. caretaking / cleaning) or facilities.
- Health & safety considerations.
- Potential damage or wear and tear.
- Disruption of other school / community activities on site.
- Lack of security / supervision.
- Detriment to community relations and community cohesion.
- Use of the facilities for political purposes.
- Conflict with school policies.

## **Free Use of Premises**

If the Headteacher deems an activity to be in support of the core area of the school then he/she may decide on no charge /reduced charges for its use. Occasional lettings/events arranged by associate primary/secondary schools and colleges may also be agreed on a no charge/reduced basis at the Headteacher's discretion, subject to cost considerations.

## **Responsibilities**

The Mid-Cornwall Co-Operative Trust owns the land and buildings of the school; these are held on trust for the benefit of the school and are subject to the provisions of the Trust.

The Governing Body has responsibility for day to day control over the school premises and for agreeing the policy for use of the premises.

The Headteacher is responsible for implementing the policy and ensuring that all relevant staff is aware of its main provisions.

It is the responsibility of a potential user of the premises to demonstrate to the Headteacher that use of the premises will not give rise to concerns outlined above.

The governors will set and annually review charges for lettings.

## **Child Safeguarding Statement**

*To be read by everyone involved in School Lettings and those assisting with the supervision of young people (at all times).*

All children and young people have the right to grow up in a safe and caring environment, which includes the right to protection from all types of abuse.

Children and young people have the right to expect adults in positions of responsibility to do everything possible to foster these rights.

We believe, therefore, that regardless of whether or not we are in loco parentis, both the School and the Lettings Organiser have a duty of care to:

- Children and young people who take part in any activity.
- Staff, including student helpers who are asked to take part in any activities.
- Parents/carers of the children that are placed in our care.

## **Guidelines:**

Staff (and Letting Organisers/users) should always be aware of the needs of young people, and be vigilant for any possible signs of abuse.

Staff should not spend time alone with young people, especially away from others. Meetings with individual young people should take place as openly as possible. If privacy is needed, the door should be left partly open and other staff present or informed of the meeting.



Staff should not have unnecessary physical contact with young people. There may be occasions when physical contact is unavoidable or positively desirable or necessary, such as providing comfort or reassurance, or for physical support. Contact may also take place during sports. Physical contact should, however, only take place with the consent of the child and the purpose of the contact should be made clear.

It should be remembered that on rare occasions young people themselves can be responsible for abusing their peers.

Staff should never:

- engage in sexually provocative or rough physical games;
- allow children to use inappropriate language unchallenged (e.g. racist, sexist or homophobic comments);
- make sexually suggestive comments in front of, about, or to a young person, even in fun;
- let allegations made by a young person go without being addressed and recorded;
- deter young people from making allegations through fear of not being believed;
- jump to conclusions without checking facts;
- rely on their own good name to protect them (i.e. everyone regardless of position should adhere to these guidelines).

## Conditions of Hire

**Acceptance of Conditions.** The hiring of School accommodation is permitted only on these conditions. Acceptance of a booking confirmation is deemed to be acceptance of these conditions.

**Nominated organiser.** The hirer must nominate at least one person who will be on site during the period of the actual hiring to ensure these conditions are adhered to. This person must make her/himself known to the lettings supervisor at the start of the letting.

**Areas hired.** The hirer must ensure that only the areas hired are used and that food is not taken outside the hall or kitchen.

**Behaviour and Supervision.** In conjunction with the Safeguarding Statement, above, children must be supervised at all times within the building and grounds. The hirer will be responsible for ensuring the good behaviour of all those attending the function, including keeping noise at a reasonable level as determined by on-site staff.

**Periods of hire.** The hirer must ensure that the event does not exceed the times booked

**Numbers.** The numbers of people attending at any one time must not exceed the numbers indicated on the booking form and agreed with the school. Failure to comply with this condition will result in the immediate termination of the letting without refund.

**Cleaning.** The hirer must leave the areas used, including the school grounds, in a reasonable state of cleanliness. Failure to do so will result in a bill being raised for extra cleaning.

**Fire.** The hirer must make her/himself aware of the fire evacuation procedures relating to the area hired and must ensure that all fire exits are kept clear during the letting.

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

**School equipment, fabric and fittings.** No use may be made of equipment 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.

**Damage and loss.** The Hirer shall be responsible for and shall compensate for any loss or damage caused to the facilities or any part thereof or to any furniture, fixings, fittings or other property of the School therein, during his occupation of the premises or incidental thereto.

**Hirer's property.** Permission should be obtained from the school in advance if the hirer wants to bring electrical equipment onto the premises. Hirers may not bring equipment or articles of an inflammable, explosive or dangerous nature onto the premises. The hirer should provide insurance for these items.

**Right of access.** The governing body reserves the right of access to the premises during the letting.

**Own Risk.** It is the hirer's responsibility to ensure that all those attending are made aware that they do so at their own risk.

**Accident or Injury.** The governors do not accept any responsibility for any accident or injury or loss of property that may occur to, or be sustained by, persons using the premises during the period of the letting.

**Alcohol.** Alcohol may not be sold or consumed within the Schools premises and grounds, without the permission of the governors. If permission is given, alcohol may not be sold on the premises without a magistrate's licence. It is the responsibility of the hirer to obtain and show the licence to the Headteacher in advance of the letting.

**Musical Works and Copyright.** No musical works in the repertoire of the Performing Right Society may be performed in public on the premises unless the hirer has obtained the permission of the Society. No copyright material may be delivered or performed without the consent of the owner of the copyright.

**Public Entertainment.** Film, musical, dancing (including disco) and stage events must all be considered public entertainments unless entrance is restricted to those who are bona fide members of the organisation hiring the premises. If admission is open to all, or if tickets are to be sold at the door or offered to the public, it is the hirer's responsibility to inform Cornwall Council's Entertainments Licensing Enforcement Officer and obtain an Occasional Licence.