

## POLICY AND LETTING CONDITIONS FOR THE HIRING OF PREMISES AND FACILITIES AT PERRAN-AR-WORTHAL SCHOOL

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### General Statement

1. It is the policy of the governors that some school premises and facilities shall be available to outside bodies at the discretion of the Headteacher, subject to them not being required for any organised activity within the school and consistent with the school ethos.
2. For the purpose of this policy the school, premises, grounds and facilities will be referred to as the facilities.
3. It is a basic principle that the facilities are provided for use in the normal educational and extra-curricular life of the school and so any use by external bodies, groups or individuals, will always be of a lower priority than any internal use.
4. For the purposes of this policy the use of the facilities by organised bodies formed with the sole purpose of supporting the school will be deemed to be use by the school itself. Use by any other bodies associated with the school e.g. clubs, associations etc. will be deemed to be use by external bodies.
5. The use of facilities by the school will normally not be subject to any charge.
6. Use of the facilities by external bodies will be subject to the charges. These charges will be reviewed annually by the Finance Committee and Headteacher. The exception to not charge for the facilities will be at the discretion of the Headteacher in liaison with the Chair of Finance, Personnel and Premises Committee.

### Facilities available to Hirers

7. **Hall** – the hall has a sprung floor and is suitable for all forms of physical activity. Some equipment required within the school hall may be made available on request when booking.
8. **Seating** – seating of various sizes are available on request. It is the responsibility of the Hirer to return any seating used to the correct location within the school in a clean and tidy manner.
9. **Staging** – the school has staging available on request. This must be managed by the Hirer who must take responsibility for putting the staging in position and ensuring the staging is put away correctly after use.
10. **Outside grounds** – both playgrounds are available for use if required as part of the hiring agreement when booking.
11. **Parking** - is limited during school time, but the school car park may be used outside of normal school hours. Parking of cars must be restricted to designated parking areas, and access routes for emergency vehicles are to be kept clear. There is further parking available on school hill and at the local village hall located a very short walking distance from the school. The main school playground can be used as an overflow carpark if absolutely necessary. This must be requested when the booking takes place.
12. **Classrooms** – these can be available for hire if a smaller place is required for group sessions.
13. **Kitchen** – the staffroom is fully equipped with a large cooker, fridge and tea and coffee making facilities. If access to the kitchen is needed, please ensure you include this in your booking.

## Hire of Playing Fields/Open Spaces

14. No warranty is given by the School that the field or open space is fit for use proposed and the Hirer must satisfy themselves 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.
15. **Risk Assessments should be undertaken by the Hirer appropriate to the activity.**
16. The Hirer shall be responsible for supervising the behaviour of all persons using the external grounds on the school site 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.
17. No lines are to be marked on the grassed area without the specific consent of the Head Teacher or deputy on behalf of the Governors.
18. The Hirer shall not allow any part of facilities or a part thereof to become fouled by dogs.

## Catering services

19. The school canteen/catering equipment, does not form part of the facilities for hiring purposes.

## Applications

20. All correspondence and applications for the hire of the facilities must be made to the Head Teacher or School Secretary. They can be contacted on the school number: 01872 863004 or via email [head@perran-ar-worthal.cornwall.sch.uk](mailto:head@perran-ar-worthal.cornwall.sch.uk) ; [secretary@perran-ar-worthal.cornwall.sch.uk](mailto:secretary@perran-ar-worthal.cornwall.sch.uk)
21. It should be noted the facilities are given to the education of young people and therefore due regard should be given to this.
22. All areas, including external areas, are strictly "No Smoking".
23. A copy of the school letting application is contained in Appendix A.

## Hirer

24. The Hirer must be over 18 years of age and shall be the person by whom the application form or request for hire of the facilities is signed,
25. All payment of the scale and other fees payable in respect of the hiring of the facilities 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.
26. The Hirer is not permitted to sub-let the facilities.
27. The facilities can be used only for the purpose outlined in the application.
28. The Hirer is responsible for the safety of their clients/members of their organisation during their time on the school premises site. The Hirer is responsible for rectifying any damage caused to the facilities and resources used during their hiring period.

## Payment of Charges

29. An invoice for the charge will be sent after the event, or half termly where a series of bookings have been made.
30. Payment should be made within ten (10) working days.
31. Our preferred method of payment is by BACS transfer, and details of our bank account can be found on our invoices.
32. All cheques should be made payable to Perran-ar-worthal CP School.
33. Payment by cash is not accepted.

## **Deposit**

34. The Hirer shall pay to the School 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.
35. 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.
36. The School reserve the right to refuse access to the premises hired if the whole of the deposit has not been paid, or if these regulations have not been complied with.

## **Cancellation/Postponement of Hiring**

37. Hirers will be allowed to cancel or postpone such bookings on the following conditions:
  - If 48 hours or more notice is given, half fees may be payable depending on the reason for cancellation;
  - If less than 48 hours, full fees may be payable,
  - Unless in either case the premises are re-booked and there is no loss to the School.

## **Cancelling of Hiring by the School**

38. The right is reserved to cancel any hiring, without notice, where the Head Teacher considers it necessary for any cause outside their control.
39. In the event of any hiring being cancelled, the amount of the scale or other fee payable hereunder will be refunded to the Hirer, however the School shall not be held liable or required to pay compensation for any losses 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. The Hirer may wish to take out an insurance policy to protect against any losses.

## **Safeguarding**

40. The Hirer shall be responsible for the assessment and verification of all necessary DBS and police checks and will have responsibility for the safeguarding of vulnerable adults, children and young people.
41. The Hirer shall ensure that all allegations, suspicions and incidents of abuse, harm or risk of harm to children and/or vulnerable adults or where there is concern about the behaviour of an individual are reported immediately to the Council's Representative and the Multi Agency Referral Unit (MARU) 0300 123 1116.
42. Where vulnerable adults, 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.

## **Emergencies, Evacuation and Risk Assessments**

43. Fire doors must not be obstructed in any way or propped open – to do so would be a breach of fire regulations.

44. Every room displays a blue Fire Instructions notice and an evacuation route plan. Hirers shall familiarise themselves with these instructions in case of an emergency.
45. 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 activity and for ensuring that all participants assemble on the Playground adjacent to the school carpark, which is the designated Fire Assembly Point.
46. If the activity occurs during the school day, a member of the school management team will be the Fire Officer and will require the Hirer to report any missing people and will contact emergency services as appropriate.
47. If the activity occurs outside of normal school hours, it is the responsibility of the Hirer to act as Fire Officer and alert the emergency services.
48. No first aid provision is available from the school. Hirers should provide their own first aid kit, and in an emergency call 999.
49. A risk assessment will need to be completed before the event or the School reserves the right to impose restrictions in order to ensure health and safety. If the Hirer can prepare a draft risk assessment in advance the information will be reviewed prior to the event.
50. The statement that the area to be hired must be 'fit for the purpose it is being hired for' is significant in the assessment. Please consider this when hiring the School.

### **Right of entry**

51. The Head Teacher and Governors reserves to their officials, the right to enter at all times. They may be required to produce evidence of their identity.

### **Preservation of Order**

52. Hirers must leave the facilities in the same condition as they are found. This refers to furniture, equipment, fittings, fixtures and general cleanliness.
53. The Hirer is responsible for the preservation of good order during the hiring of the facilities and for any damage that may be done to the facilities in consequence of the hiring or which would not have been done if the hiring had not taken place.
54. No nails, tacks, screws, etc. shall be driven into any of the walls, floors, ceiling, furniture, equipment or fittings.
55. 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 facilities shall not be permitted.
56. 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.
57. 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.
58. All external doors and windows must be secured, electrical appliances and lights turned off at the end of a hiring.
59. Please also refer to Appendix B for Public Performance Licence permitted numbers of people in premises areas.
60. The Hirer must complete and sign a letting application form agreeing to the conditions of hiring.
61. The school accepts no responsibility for any loss or damage to property left on the school premises after the hiring.

### **School Furniture and equipment**

62. School furniture (other than chairs for use in halls) shall not be moved except by arrangement.

63. 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.

## Licensing

64. The facilities 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 facilities and the Hirer shall strictly obey and observe all the requirements laid down in the licence.

## Intoxicating Liquor

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

## Gaming

66. 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.

## Copyright

67. 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 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.

68. The Hirer shall indemnify the School from and against all actions, proceedings, costs, claims or demands whatsoever, arising out of the performance of copyright works on premises.

## Electrical systems

69. Any alteration or addition to the lighting or electrical heating systems is strictly forbidden, except with the written consent of the School. Consent may be subject to conditions, which the Hirer will be required to observe and, where necessary, the consent of the electricity undertakers.

**70. Any electrical items used must have a valid PAT approval.**

## Stage and spot lighting

71. If stage lighting and/or spotlights are required or performance equipment are required during an activity, it must be clearly stated on the application form.

72. Any operation of the spotlights and dimmers must be carried out by a competent person.

73. A separate charge on which VAT is levied may be made for the use of stage lighting or performance equipment.



## Insurance

74. The Hirer shall affect and maintain with reputable insurers such policy or policies of insurance as may be necessary to cover the Hirer's obligations and liabilities under this agreement, including but not limited to:
- (a) public liability insurance with a limit of liability of not less than five million pounds (£5,000,000);
  - (b) if applicable, employers liability insurance with a limit if liability of not less than five million pounds (£5,000,000); and
  - (c) if applicable, professional indemnity insurance with a limit of liability of not less than five million pounds (£5,000,000), for any one occurrence or series of occurrences arising out of any one event.
75. The Hirer shall supply to the School forthwith any relevant policy or a certificate from its insurers or brokers confirming that the Hirer's insurance policies comply with Condition 74 and the Hirer shall supply to the School on request copies of all insurance policies, cover notes, premium receipts and other documents necessary to establish compliance with Condition 74.

## Indemnity

76. By entering the Hire Agreement, the Hirer shall indemnify the School against all action, proceedings, claims and demands whatsoever and howsoever arising as a result of the hiring.

## Entertainment Programme

77. The Hirer, if called upon to do so by the School, shall furnish for approval a copy of the programme or any entertainment to be given during the hiring, the content of which must be approved by the Council.
78. Failing approval of a programme, the Hirer will be allowed to cancel the hiring without payment.

## No smoking policy

79. Cornwall Council operates a no smoking policy within the Perran-ar-worthal School grounds. This includes all buildings and outside areas, playgrounds and sports fields.

## PERRAN-AR-WORTHAL SCHOOL LETTING APPLICATION

**Please complete this form clearly in block capitals:**

Name .....

Address .....

.....

.....



Post Code .....

Telephone Numbers .....

.....  
Email address .....

Organisation .....

Facilities required .....

Nature of function .....

Date(s) required .....

Hours required .....

Date of application .....

***I certify that I am not less than 18 years of age and accept responsibility for the observance of the Lettings Conditions, and that I agree to pay on demand the lettings charge herby incurred.***

**Do you require Hirer's public liability insurance? Yes/No (Please delete)**

I hereby indemnify Perran-ar-worthal School and the Local Authority against all claims in respect of injury, loss or damage (including school property) arising from this letting. In requiring this undertaking the Local Authority does not seek to absolve itself from liability as owners/occupiers of the premises.

Signed: ..... Date: .....

Name (block capitals please): .....

**Cancellations:** We require at least 48 hours notice for cancellations or the full fee may be charged. Please see points 37, 38 & 39 of the Hall Lettings Policy for details regarding cancellation.

**For further details please contact the School Secretary on 01872863004 or email [secretary@perran-ar-worthal.cornwall.sch.uk](mailto:secretary@perran-ar-worthal.cornwall.sch.uk)**

## Appendix B

### Public Performance Licence Assessment

To meet fire safety regulations, the following capacity numbers must not be exceeded when using the school hall.

**1** - for assemblies where audience is static or seated with minimal or no staging or performance area:  
**a maximum of 200 persons**

**2** - for assemblies where audience is seated and involves a staged or performance area or where there are static stalls and mobile audience:  
**a maximum of 200 persons to include the performers**

**3** - for assemblies where audience is mobile and there is a staged or performance area:  
**a maximum of 124 persons**

## Appendix C

## Model Charging Policy



Service Required	Charge
Hire of premises (as set out in hire agreement)	<p><b><u>Regular Classes</u></b></p> <p>£20 per hour for adults/£10 per half hour.</p> <p>£10 per hour for children's classes/£5 per half hour.</p> <p>Not chargeable - 15 minutes before and after for setting up and tidying away.</p> <p><b><u>One off Event/ad hoc use of premises</u></b></p> <p>The charge for a one off event/ad hoc usage will be discussed and agreed with the Headteacher. The fee applicable will be dependent upon the nature of the event.</p>
Deposit	Depending on the nature of the booking a deposit may be required. This will be discussed and agreed with the Headteacher at the time of booking. Please see point's 34-36 of the Policy & Letting Conditions for further information.
Security call outs (unlock/lock up charges)	If we require Mitie Ltd to unlock or lock up before/after the hire of school premises' then a charge of £20.50 (each) will be chargeable.
Damages	If there has been any damages to School property during usage then the cost of damages will be assessed and charged as appropriate.
Extra Cleaning	If we feel the premises have been left in such a way that additional cleaning is required then further charges will apply. Extra cleaning will be charged at £11.03 per hour plus £7.15 per hour cleaner travel time (fees set out by Mitie Ltd)

**Please see point 29-33 of the Policy & Letting Conditions for further details regarding the payment of charges.**

## Appendix D

### Covid 19 – Guidance



We ask hirers to use informed decisions to manage your own risks.

It is important to look after yourselves and others, particularly the more vulnerable.  
Each group will be responsible for its members.

**We suggest:**

- Ventilation is key to your safety. If possible, create a through draft.
- Clean down all surfaces you will touch before and after you use them, in particular the toilet facilities and all door handles. Please only use the toilet labelled staff.

Please provide your own hand sanitiser and cleaning materials.

Finally, please respect and be considerate of others.

**Hire and Control of an Event**

There must be a person from your organisation or group who is in control of and present at the event.