



Use of the School Premises by Hirers



BURFORD SCHOOL

General Rules Governing the use of the School Premises by Hirers

This policy was approved by the Management committee in January 2012

This policy will be reviewed in January 2013

The management of the school premises is vested in the Governing Body of the school subject to the Directions of the LA 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 LA's Directions may be consulted at the school. 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 disability.

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

Facilities at the school are normally available for the use of outside hirers between the hours of 6pm and 10pm on weekdays, and 6pm and midnight at weekends. School facilities may be hired for After School Clubs between 3.30pm and 6pm. In exceptional cases, these hours may be extended on application to the Headteacher.

5. Maximum capacity

The school hall has a maximum capacity of **120** persons seated or **230** persons dancing (these figures include helpers and performers), and on no account shall these figures be exceeded.

6. *Safety Requirements*

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 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 exit 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) the hirer is responsible for familiarising his/herself with the procedure for evacuation of the premises, the escape routes, assembly points, and shall be familiar with the fire-fighting equipment available;
- f) performances involving danger to the public shall not be permitted;
- g) 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;
- h) no unauthorised heating appliances shall be used on the premises;
- i) all electrical equipment brought into the building shall be subject to regular PAT testing and certification provided in evidence. The intention to use any electrical equipment must be notified on the hire application form. 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.
- j) adequate supervision must be provided to maintain order and good conduct, and, where applicable, the hirer must adhere to the correct adult/pupil ratios at all times when these are specified for particular activities, e.g. by national governing bodies of sports, scouts etc.

7. *The Hirer's Responsibilities*

The hirer must inform the school of any fault, damage or other problems with the premise or equipment encountered during the hiring.

No parts of the premises are to be used otherwise than for the purpose of the premises requested.

No parts of the premises requested are to be used for any unlawful purpose or in any unlawful way.

SCHOOL LETTINGS FIRE PLAN
BURFORD SCHOOL, MARLOW BOTTOM, MARLOW, SL7 3PQ.

<p>If you discover a Fire :</p> <p>Fight the fire if safe to do so, using the equipment located:</p> <p>If you hear:</p> <p>Evacuate the building using:</p> <p>Escape routes will be identified by:</p> <p>Shutting all doors as you leave, and go to the assembly point situated in:</p> <p>Where a roll call will be taken using the:</p>	<p>Operate the nearest Fire Alarm Call Point and shout "FIRE"</p> <p>At strategic positions around the school</p> <p>The Fire Alarm bells sounding</p> <p>Using all available exits</p> <p>Plans in all rooms and by signs</p> <p>Playground at top of school</p> <p>Register & daily visitor sheets</p>
<p>The hirer of the school premises</p>	<p>WILL, IF NO BUCKS CC STAFF ARE ON SITE, DIAL 999 AND REQUEST THE FIRE SERVICE.</p>
<p>The hirer of the premises</p>	<p>EVEN IF THE FIRE IS EXTINGUISHED, THE FIRE BRIGADE MUST STILL BE CALLED.</p> <p>will carry out the roll call</p>
<p>The hirer of the premises</p>	<p>Will, if no Bucks CC staff are on site, check that the building is empty, and that all persons are accounted for.</p>
<p>The hirer of the premises</p>	<p>Will, if no Bucks CC staff are on site, liaise with the fire service when they arrive.</p>
<p>The hirer of the premises</p>	<p>Will, if there are no school staff available or on site, immediately contact Bucks County Council on 01296 395959 and report the incident.</p>

9. Intoxicating Liquor

No intoxicating liquors are permitted to be bought, sold or consumed on any part of the premises without the permission in writing of the headteacher/governing body, whose written consent must also be obtained prior to seeking any Temporary Event Notice for the sale of alcoholic liquor from the local Licensing Authority. All evidence of intoxicating liquor must be removed from the premises at the end of the hiring.

10. 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.

11. Other Licences and Permissions

The hirer shall be responsible for obtaining any public licences necessary in connection with the booking and should confirm with the school the licences they hold.

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.

Regulated entertainment, public music, singing and dancing can only take place on premises which have a Premise's Licence authorising entertainment, or by applying for a Temporary Event Notice

The Headteacher must be given at least four weeks notice of a stage play production. The Hirer must obtain a Temporary Event Notice from the local Licensing Authority. The requirement is for the notice to be received by the Licensing Authority and the Police a minimum of 10 **working** days before the planned event but not including the day of the delivery of the notice or the day of the event.

For more information on licensing please contact your District Council:

Aylesbury Vale - Tel: 01296 585 560, or email: licensing@aylesburyvaledc.gov.uk

Wycombe – Tel: 01494 421222 or email: licensing@wycombe.gov.uk

Chiltern – Tel: on 01494 732140, no email specified.

It is the responsibility of any hirer to ensure that all copyright licences have been obtained to cover planned activities.

To identify the relevant licences, please visit:

<http://www.licensing-copyright.org/leaflet.htm> for a copy of their helpful leaflet: 'A Guide to Copyright Licensing in Schools-Where to start...'

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

The hirer shall indemnify the Local Authority against all sums of money which the LA may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

12. 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.

13. Loss of Property

The governing body and the Local Authority cannot accept responsibility for damage to, or the loss or theft of, hirer's property and effects. It is the responsibility of the hirer to make his/her own insurance arrangements if required.

14. 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.

15. 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.

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.

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.

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 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 agreement 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 £5,000,000 (five million pounds) 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 within seven days of a request.

Neither the school nor the Local Authority shall be responsible for any injury to persons or damage to property arising out of the letting 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 (SUI 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.

A list of charges for lettings is attached.



Charges for those Hiring Burford School Premises

These charges were approved by the Management Committee in January 2012

The charges will be reviewed in January 2013

Room	Hirer	Cost per hour
Hall	School or FOB	Free
	Community Group	£10
	Charity	£10
	Commercial group	£25
Classroom	Commercial	£10
	Parish Council	£5
Music Room	Commercial	£5

or at the Headteacher's discretion

Definition: a commercial group is one which charges a fee for the activity taking place in the hired room

Equality and Cohesion

We aim to reflect the diversity of our local community and society and ensure that the education we offer reduces the chances of social divisions by recognising, celebrating and valuing different backgrounds, lifestyles and identities.