

	<p><u>Regulations for the hiring of premises</u></p>	<p>Nanpean C P School, St Georges Road, Nanpean, St Austell, Cornwall PL26 7YH Tel 01726 822447</p>
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1. Applications

All correspondence and applications for the hire of County schools must be made to the Headteacher. The Local Education Authority reserves to the Director of Education, Arts and Libraries the right to call for further particulars of any proposed hiring.

2. Hirer

The Hirer must be over 18 years of age and shall be the person by whom the form of application for the hiring is signed. Such person shall be responsible for the 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. Payment shall be made to Nanpean School.

3. Right of entry

The Local Education Authority and the Governors reserve to themselves, and their officials, the right to enter at all times on producing evidence of their identity. The ticket takers, or stewards, are to be instructed accordingly by the Hirer.

4. Cancelling of hiring

The right is reserved to cancel any hiring, without notice, where the 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 Governors 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.

5. Preservation of order

The Hirer is responsible for the preservation of good order during the hiring of the school premises and for any damage that may be done to the school 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, ceilings, furniture or fittings. It is a condition of the hiring that the wearing of stiletto heels 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 Governors 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.

6. Intoxicating liquor

Intoxicating liquor shall not be sold or consumed on school premises, unless written approval in advance has been obtained from the Governors, and the appropriate licence obtained from the Licensing Justices.

7. Licensing

The premises hired shall not be used for cinematograph exhibitions, public music or music and dancing, boxing, wrestling or stage play purposes for which a statutory licence is required granted by Restormel District 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.

8. Catering services

Any Hirer must:

- (i) Comply with Health & Safety Executive regulations and the County Council's insurance and legal advice regarding the use of dangerous equipment, e.g. mixing machines, slicers, fryers etc, in that a person trained and experienced in the use of this equipment must be present throughout the let. This condition can be most easily complied with if an appropriate member of the catering contractor's staff is employed for supervision purposes and the cost of this must be met by the hirer. Supervision is not required when the kitchen is being used solely for the making of beverages and/or the heating up of food, e.g. pasties.
- (ii) Comply with all relevant legislation and in particular the Food Safety Act 1990 and Food Hygiene Regulations (1970) as amended in 1990 and 1991
- (iii) Ensure that the premises and equipment are left "as found" The catering contractor is responsible for the Health and Hygiene of the kitchen premises. Therefore the cost of cleaning required by the contractor following a hiring will be the responsibility of the school.
- (iv) The catering contractor's stocks of food and cleaning materials are not to be used.
- (v) The following equipment is not to be used:
 - Refrigerators
 - Freezers
 - Kitchen light equipment. (This equipment is owned by the LEA but handed over to the catering contractor for the period of the school meals contract.) If a hirer wishes to use this equipment, it can only be with the agreement of the catering contractor.
- (vi) Be responsible for breakages, losses and damage etc.
- (vii) Remove from the premises all rubbish and food waste

9. Gaming

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 open for inspection in the school office during 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.

10. School furniture and equipment

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

11. Copyright

- (i) The Hirer shall comply with all the provisions of the Copyright Act 1956. If the Hirer shall fail to do so any permission previously granted by the Governors to use the school premises shall be immediately cancelled and the Governors shall have the right to recover fee, charges or any other payments referred to in these Regulations.
- (ii) The Hirer shall indemnify the Governors from and against all actions, proceedings, costs, claims or demands whatsoever, arising out of the performance of Copyright Works on school premises.

12. Performing Right Society

The Hirer shall, immediately after any performance or function at which music has been performed or songs sung, complete, sign and return to the Performing Right Society, a Performing Right Society Limited form.

13. Electrical systems

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

14. Stage and spot lighting

If stage lighting and spotlights are required, it must be clearly stated on the application forms. 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.

15. Fees and charges

- (i) The Hirer shall pay to the School, through our leasing arrangement with Vivify, with, and in addition to, the scale charges appropriate to the hiring, such amount by way of deposit as may be determined by the Governors. Cheques should be made payable to "Nanpean School". In the event of damage occurring during the hiring, this deposit, or 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.

- (ii) The 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.
- (i) The Governors also reserve the right to refuse to accept payment by cheque.

16. Payment of charges

All charges must be paid at the time of booking, and bookings may not be accepted later than fourteen days prior to the date of hiring. Special arrangements may be made for payment for series bookings.

17. Cancellation/postponement of hiring

Hirers will be allowed to cancel or postpone such bookings on the following conditions: if fourteen days 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 hall or room is re-booked.

18. Indemnity

The Hirer shall indemnify the Governors against all actions, proceedings, claims and demands whatsoever which may arise as a result of the hiring.

19. Entertainment programme

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

20. Children's entertainment

The following provision 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 one hundred, 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 or part thereof 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 the building permits, for hire or reward, the building to be used for the purposes 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 the first offence, fifty pounds, and in the case of a second or subsequent offence one hundred pounds, and also, if the building in which the entertainment is given is licensed under the Cinematograph Act 1909, or under any of the enactments relating to the licensing of theatres and of houses and other places of 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 Local Education Authority shall be construed as references to any Committee, Sub Committee, Panel or Officer to which powers in relation to school lettings have been delegated.)

21. Additional Regulations – Hire of Playing Field

- (i) No warranty is given by the Governors or the Local Education Authority that the field is fit for the 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 during the period of hire.
- (ii) The Hirer shall be responsible for supervising the behaviour of all persons using the field and will not allow its use in such manner as to be likely to cause a nuisance or annoyance to the occupiers of neighbouring premises.
- (iii) No lines are to be marked on the field without the specific consent of the Headteacher on behalf of the Governors.
- (iv) The Hirer shall not allow the field or a part thereof to become fouled by dogs.

22. Definition

All references in these Regulations to the Governors shall, where the context so admits, include a reference to The Cornwall County Council as owner of the land.

NOTES

Gaming Licences

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| Raffles | No licence is necessary if the tickets are sold for a draw made on the same night. If however tickets are to be sold over a period of time culminating in a draw some days later a licence will be |
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required, obtainable from the District Council. This will require the printing of official tickets displaying the name of a promoter.

100 Draw Providing those participating in the draw are members of the "group" no licence will be necessary. If however people from outside the group are included, a licence will be required.

Licences These are obtainable from the District Councils and cost approximately £35 for the initial purchase, which is valid for one year. Subsequent renewals are £17.50 per year. Each licence allows a specified number of draws per year.

Additional information on the need for a licence and costs involved should be obtained from the District Council offices.

Kitchens

Please ensure that the catering contractor, and the cook, is informed when the kitchen is to be hired. Queries should be referred to our Catering team, Caterlink.

Car parking

Cars may be parked on the premises when hiring the hall, but please drive carefully as there may be children still on the premises.

Smoking

There is a no smoking policy and smoking is not permitted anywhere on the site. Our No Smoking Policy is enclosed.

AGREEMENT

I, the undersigned, understand and agree with conditions of hire and that I take full responsibility for any breaches of these conditions.

Name of organisation / organiser:

Signed

Dated: