

# ST MICHAEL'S C E PRIMARY SCHOOL



## School Hall

## HIRING MANUAL

General Conditions of Hire

Conditions of Use

## **FOREWORD**

The Governors of St Michael's C E Primary School wish to hire the School Hall out for the benefit of the people of Steventon and the local community. In order to ensure that the Hall is operated safely, complies with the requirements of the law, does not impact adversely on its neighbours, that its facilities are respected and used correctly and users leave it as they find it for the benefit of subsequent users it is necessary to set rules for use.

This Manual is in two parts:

***General Conditions of Hire:*** this section is based on the ACRE (Action of Communities in Rural England) Model Conditions of Hire which are recommended and supported by ORCC (Oxfordshire Rural Community Council). The Model Conditions have been adopted by the majority of Village Halls in the UK and similar facilities.

***Conditions of use:*** this section covers issues which are specific to the School Hall such as licence conditions, operating times, maximum attendees etc.

***Please read this Manual and abide by its conditions and information so that you have an enjoyable and safe event and help the Governors to operate within the law and maintain the Hall for subsequent users.***

## **CONTENTS**

1. Age
2. Supervision
3. Use of Premises
4. Gaming, Betting and Lotteries
5. Licensable Activities
6. Public Safety Compliance
7. Means of Escape
8. Outbreaks of Fire
9. Health and Hygiene
10. Electrical Appliance Safety
11. Accidents and Dangerous Occurrences
12. Insurance and Indemnity
13. Explosives and Flammable Substances
14. Heating
15. Drunk and Disorderly Behaviour and Supply of Illegal Drugs
16. Animals
17. Safeguarding and Child Protection
18. Fly Posting
19. Sale of Goods
20. Noise
21. Stored Equipment and Lost Property
22. No Alterations
23. No Rights
24. End of Hire
25. No Smoking
26. Premises Operating Times
27. Charges
28. Maximum Allowable Attendees
29. Licenses
30. Disposal of Waste
31. Care of the Hall
32. Exit Checklist

## **SECTION 1 – CONDITIONS OF HIRE**

In this booklet the term **Premises** shall be the School Hall or other such areas of the School Building as shall be specifically referred to in the Hire Agreement.

The Term **Governors** shall be the Full Governing Body of the School at the time of the hiring. Where the **Hirer** is required to notify the **Governors** of any matter this shall be to the School Office.

**Hire Agreement** shall be the document signed by the **Hirer** at the time of hiring.

### **1 AGE**

The Hirer, not being a person under 21 years of age, hereby accepts responsibility for being in charge of, and on, the Premises at all times when the public are present and for ensuring that all conditions, as specified herein, relating to the management and supervision of the Premises are met.

### **2 SUPERVISION**

The Hirer shall, during the period of the hiring, be responsible for: supervision of the Premises, the fabric and contents; their care, safety from damage however slight or change of any sort; and the behaviour of all persons using the Premises whatever their capacity, including proper supervision of car parking arrangements so as to avoid obstruction of the highway and emergency exits. As directed by the Governors, the Hirer shall make good or pay for all damage (including accidental damage) to the Premises or to the fixtures, fittings or contents and for loss of contents.

### **3 USE OF PREMISES**

The Hirer shall not use the Premises for any purpose other than that described in the Hiring Agreement and shall not sub-hire the Premises or allow the Premises to be used for any unlawful purposes or in any unlawful way nor do anything or bring into the Premises anything which may endanger the same or render invalid any Insurance Policies in respect thereof nor allow the consumption of alcohol thereon without written permission.

The Premises shall not be used for any purpose of event which does not uphold fundamental British values as defined within the Counterterrorism and Security Act 2015. The hirer will not seek to express or allow any individual in their organisation to express radical or extremist views.

#### **4 GAMING, BETTING AND LOTTERIES**

The hirer shall ensure that nothing is done on or in relation to the Premises in contravention of the law relating to gaming, betting and lotteries.

#### **5 LICENSABLE ACTIVITIES**

The Hirer shall ensure that all licenses required by law are held for activities to be conducted on the Premises.

#### **6 PUBLIC SAFETY COMPLIANCE**

The Hirer shall comply with all conditions and regulations made in respect of the Premises by the Fire Authority, Local Authority, the Licensing Authority or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children.

- a) The Hirer acknowledges that they have received instruction in the following matters:
  1. The action to be taken in the event of fire. This includes calling the Fire Brigade and evacuating the Premises;
  2. The location and use of the fire equipment;
  3. Escape routes and the need to keep them clear ;
  4. Methods of operating escape doors fastenings (panic bolts)
  5. Appreciation of the importance of any fire doors and of closing all doors at the time of a fire.
- b) In advance of any entertainment or play the Hirer shall check the following:
  1. That all fire exits are unlocked and panic bolts are in good working order;
  2. That all escape routes are free of obstruction and can be safely used;

3. That any fire doors are not wedged open;
4. That there are no obvious fire hazards on the Premises;
5. That in the case of a play, or similar event, all equipment provided by the Hirer is suitably fire-proofed.

## **7 MEANS OF ESCAPE**

The Hirer shall ensure that:

- a) All means of exit from the Premises are kept clear of obstruction and immediately available for public exit;
- b) All the emergency signs are illuminated.

The Hirer should be aware of the needs of disabled people and must reassure them in advance and make them aware of the arrangements for exit from the Premises in an emergency.

## **8 OUTBREAKS OF FIRE**

The Fire Brigade shall be called to any outbreak of fire, however slight, and details shall be given to the Governors.

In the event of a fire in the Premises the Assembly Point is the car park to the right of the School.

## **9 HEALTH AND HYGIENE**

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislations and regulations. The Hirer shall ensure that, if used, the kitchen is left in a clean and tidy state and that any utensils etc. used are properly cleaned.

## **10 ELECTRICAL APPLIANCE SAFETY**

The Hirer shall ensure that any electrical appliances brought by them to the Premises and used there shall be safe, in good working order, and used in a safe manner in accordance with the Electricity at Work regulations 1989.

## **11 ACCIDENTS AND DANGEROUS OCCURENCES**

The Hirer shall report all accidents involving injury to the public in the Premises as soon as possible and complete the relevant section in the Premises Accident Book.

Any failure of equipment belonging to the Premises must also be reported to the Governors as soon as possible.

The Hirer shall ensure that they comply with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR) which require certain types of accident or injury to be reported to the Local Authority.

## **12 INSURANCE AND INDEMNITY**

The Hirer shall indemnify and keep indemnified each member of the Governors, its employees, volunteers, agents and invitees against:

- a) The cost of repair of any damage done to any part of the Premises including the curtilage thereof or the contents of the Premises;
- b) All claims, losses, damages and costs in respect of damage of loss of property or injury to persons arising as a result of the use of the Premises (including the storage of equipment) by the Hirer;
- c) All claims, losses, damages and costs suffered or incurred as a result of any nuisance caused to a third party as a result of the use of the Premises by the Hirer.

The Hirer shall hold or take out adequate insurance to cover the Hirer, members of the Hirer's organisation and invitees against the above clauses.

## **13 EXPLOSIVES AND FLAMMABLE SUBSTANCES**

The Hirers shall ensure that:

- a) Highly flammable substances are not brought into, or used in any part of the Premises;
- b) No internal decorations of combustible nature (e.g. polystyrene, cotton wool) shall be erected;
- c) No decoration are put up near to light fittings.

## **14 HEATING**

The heating will be set in advance of any hiring in the winter months.

The Hirer shall ensure that:

- a) No heating appliances are brought on to the Premises or used without the prior written approval of the Governors;
- b) Portable Liquified Propane Gas (LPG) are not brought the Premises or used at any time.

## **15 DRUNK AND DISORDERLY BEHAVIOUR AND SUPPLY OF ILLEGAL DRUGS**

The Hirer shall ensure that to avoid disturbing neighbours to the Premises and avoid violent or criminal behaviour care shall be taken to avoid excessive consumption of alcohol. Drunk and disorderly behaviour shall not permitted on the Premises or in its immediate vicinity. Alcohol shall not be served to any person suspected of being drunk or to any person suspected of being under the age of 18. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be removed/excluded from the Premises.

No illegal drugs may be brought into the Premises.

## **16 ANIMALS**

The Hirer shall ensure that no animals (including birds) except assistance dogs are brought into the Premises, other than for an event approved by the Governors.

No animals may enter the kitchen at any time.

## **17 SAFEGUARDING AND CHILD PROTECTION**

**(Excludes events where the children are accompanied by their parents)**

The Hirer, when providing a service involving children undertakes to ensure:

1. All staff or volunteers will be made aware of the Oxfordshire Safeguarding Children's Board child protection procedures and the latest DfE guidance 'Keeping Children Safe in Education' and are familiar with and agree to follow, the expectations of both this guidance and the Oxfordshire area procedures.
2. Recruitment checks are undertaken on any adult using the premises. (This should include enhanced DBS checks on all those



likely to have unsupervised contact with children and young people and a requirement that any allegation about inappropriate behaviour from any adult, employed or volunteering for the Hirer is referred to the Oxfordshire designated Officer for investigation). This is in addition to the Hirers liability in respect of Health and safety concerns.

3. The Governors reserve the right to be given a copy of the Hirers Child Protection Policy.
4. If you have any concerns regarding radicalisation or child safety, please phone the MASH (Multi-Agency Safeguarding Hub) 0345 050 7666.
5. It is best practice to have a first aider present at events and especially block bookings.

The Hirer shall ensure that if a film is being shown full account is taken of its Classification particularly with respect to children.

### **18 FLY POSTING**

The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any events taking place at the Premises, and shall indemnify and keep indemnified each member of the Governors accordingly against all actions, claims and proceedings arising from any breach of this condition. Failure to meet this condition might lead to prosecution by the Local Authority.

### **19 SALE OF GOODS**

The Hirer shall, if selling goods on the Premises, comply with Fair trading Laws and any code of practice used in connection with such sales. In particular, the Hirer shall ensure that total process of all goods and services are prominently displayed, as shall the organiser's name and address and that any discounts offered are based (where applicable) on Manufacturers' Recommended Retail Prices.

## **20 NOISE**

The Hirer shall ensure that the minimum of noise is made, on arrival at and departure from, the Premises particularly late at night or early in morning.

## **21 STORED EQUIPMENT AND LOST PROPERTY**

The Governors accept no responsibility for any stored equipment or other property brought onto or left at the premises, and all liability for loss or damage is hereby excluded.

Where a regular Hirer of the Premises ceases to use the facility any stored equipment must be removed within two months or the Governors will arrange for its disposal. Any costs associated with such disposal shall be the responsibility of the Hirer.

Any 'lost property' left of the Premises will be retained for two months and then will be disposed of. Any item considered to be of high value will be reported to the Police.

## **22 NO ALTERATIONS**

No alterations or additions may be made to the Premises nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of the Premises without the prior approval of the Governors (except that items may be affixed appropriately to the notice boards provided or the suspension rails).

In the case of the stage provisions have been made by the Governors for the suspension of drapes, scenery and lights. No other suspension systems shall be used and the Hirer shall indemnify and keep indemnified the Governors from any damages, loss or claims resulting from failure to comply with this condition.

### **23 NO RIGHTS**

The Hiring Agreement constitutes permission only for the use of the Premises (for the activities agreed by the Governors) and confers no tenancy or other right of occupation on the Hirer.

### **24 END OF HIRE**

The Hirer shall be responsible for leaving the premises and the surrounding area in a clean and tidy condition, properly locked and secured. Any contents temporarily removed from their usual position shall be replaced in the position as found by the Hirer. Please refer to the Check List at the end of this manual for actions to take when leaving the Premises.

### **25 SMOKING**

The Hirer should note that it is, by law, illegal to smoke in any part of the premises, this includes the buildings and all parts of the grounds.

## **SECTION 2 – CONDITIONS OF USE**

### **26 PREMISES OPERATING TIMES**

The Premises are only available for hire at times when the School is not open. Hire is therefore, limited to evenings and weekends, during term time but includes day time use during School holidays.

Hiring is available for either a whole day or evening. The Hire Periods are:

- Daytime 9:00 to 17:30
- Evening 19:00 to 23:00

**All Evening events must cease by 23:00 and the Premises vacated by 24:00**

### **27 CHARGES**

#### **1. Hire Charges**

Information about Hire Charges is available from the Governors. Charges are reviewed periodically and this should be taken into account when making advanced bookings. The Governors reserve the right to charge the rate applicable at the date of the event not the date of the booking. Hirers will be advised if there is a change to the rate for their booking.

#### **2. Cancellation**

Where a booking is cancelled and it is not possible to re-let the Premises the Governors reserve the right at its sole discretion to require the payment of the full hire charge.

#### **3. Deposits**

The Governors reserve the right to require a Deposit for any booking. Where this is the case the Deposit shall be paid no later than 7 days before the date of the Hiring. The deposit will be repaid to the Hirer within 7 Days of the date of the Hiring subject to any retention in respect of loss or damage as covered above. Irrespective of the amount of the deposit the Hirer shall be responsible for the full cost associated with any loss or damage.

## **28 MAXIMUM ALLOWABLE ATTENDEES**

The number of people that the Hall can accommodate depends on the type of function being held. It is the Hirer's responsibility to ensure that at all times the number is restricted so that safe egress is possible in the event of an emergency and in particular to ensure that all exits are kept clear.

The Hirer shall notify the School Office of the type of function and the maximum number of attendees at the time of booking.

## **29 LICENSES**

### **1. Premises Licence**

The Governors do not hold a Premises License which is required by law if alcohol is to be sold on the Premises (Note: if tickets are sold for an event and alcohol is provided free as part of the ticket then in law this constitutes the sale of alcohol).

Alcohol may not be brought into the Premises, for any purpose, without the written approval of the Governors.

In the event that approval is given by the Governors then it shall be the responsibility of the Hirer to obtain any approvals required by law from the Local Authority or any other body whose consent may be required.

### **2. Performing Rights Society Licence**

The Governors do not hold a Performing Rights Society Licence required for the performance of live or recorded music on the Premises.

Should the Hirer intend to play live or recorded music on the Premises then it shall be the Hirer's responsibility to obtain any licences or approvals which might be required by law.

### **30 DISPOSAL OF WASTE**

The Governors are committed to operating the Premises in as environmentally manner as possible. The school, however, has limited recycling facilities.

Hirers shall, therefore, remove from the Premises all recyclable items, this would normally be expected to be bottles, both glass and plastic, cardboard and cans.

### **31 CARE OF THE HALL**

In order to avoid any damage to the Hall floor the Hirer shall ensure that stiletto heels are not worn and that tables, chairs and benches are carried and not dragged across the floor.

The Hirer shall ensure that no notices are fixed to the Hall walls with Sellotape or blutack.

### **32 EXIT CHECKLIST**

When leaving the Premises the Hirer shall ensure that the following checks have been made:

1. All tables, worktops and surfaces that have been used for food or drink have been washed and wiped dry;
2. That all tables and chairs have been returned to the storage area and been correctly stacked and all other items have been returned to where they were found;
3. All lights have been switched off;
4. All equipment has been properly shut down and cleaned;
5. All exit doors, including the emergency exits, are properly secured.