

Use of Premises Guidance Policy

Documentation Information

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Hiring and Community Use of Premises

1. Introduction

The information given in this document takes account of national legislation concerning the requirements of the Disability Discrimination Acts 1995 and 2005, and the Special Educational Needs and Disability Act 2001, are summarised in Appendix 'A' attached.

2. Statutory use of premises

The free use of the Ivanhoe School is allowed by statute for certain purposes, which means that the premises charge will not be made, but charges for heating and lighting and Premises Officer cover and Admin should be made. Such purposes are:-

- Parliamentary Elections
- County Council, District Council and Parish Council Elections
- Parish Meetings and Parish Council Meetings
- Meetings held by candidates for Parliamentary or Local Government Elections
- Surgeries organised by County Councillors

3. Applications from organisations which may have racist objectives

Governors are advised not to allow organisations that may have racist objectives to hire any premises owned by the County Council. The following are the organisations identified by the County Council as having racist objectives. This list is not exhaustive and schools should not hire the building to any organisation which has racist or extremist aims objectives or policies.

- The National Front
- The New National Front
- The British Constitution Movement
- The British Movement
- The League of Saint George (not to be confused with the Society of St George)
- The British Democratic Party
- The British National Party
- Column 88
- Any other organisation which has racist or extremist aims

Election candidates have certain statutory rights under the

Representation of the People Act. If any of the above organisations apply to hire your premises for the purpose of holding an election meeting, please contact the LCC on 0116 265 6551 for further advice.

4. **Charges for the use of educational establishments**

The charges set for the use of the school premises are made up of the following:

- a) **Premises** – This covers wear and tear on the building and equipment, and the cost of any additional clean up or clearing away not undertaken by the Premises officer.
- b) **Caretaking** – This is split into 2 elements, attended and unattended, and reflects the rates of pay Premises Officer receives for the opening and closing of the premises (unattended) or opening and closing and remaining on site for the duration of the hiring (attended).
- c) **Heating and Lighting**
- d) **Administration charge** – This reflects the admin time and cost involved in booking hiring's, collecting income, and dealing with any queries.

The the hire charges above are set at a level to ensure the school covers the costs incurred in hiring out the premises, they do not include any element of profit.

There may be particular circumstances or hiring's which incur costs well in excess of the above fees. It is therefore intended that the scale of charges be used only as a guide. The governing/Life MAT body is free to set its own scale of charges. The charges levied are consistent (i.e. no two groups to be charged different prices for the same circumstances). The charges are written down (available on school hire system <https://schoolhire.co.uk/ashby-de-la-zouch/ivanhoe-college>), made publicly available, reviewed and approved by the governing/Life MAT body on an annual basis.

5. **Long term use of school accommodation by private organisations**

Hire agreements may also amount to transfer of control agreements requiring the consent of LCC. They may also be subject to other legal commitments such as trust deeds and of course school premises may be required for use in local and general elections.

For the regular, longer term and exclusive use and occupation of school accommodation by private providers (even if they are providing an Extended Schools Service) a Lease or Licence may be required to record and protect occupational rights. In addition, costs for maintenance of the building, electricity, water usage and disposal, insurance, caretaking, cleaning, security etc need to be carefully considered. Occasionally a Change of Use Planning Permission may also be required to permit long term use by others.

6. **Use of premises by a school to support the extended services in Schools agenda**

The use of school premises between 08.00 and 18.00 can significantly contribute to the extended services in schools agenda. This agenda has five elements that fall under its umbrella. Namely "early learning and childcare". The Extended Schools

Remodelling Programme enables schools to plan comprehensively for such provision. The Extended Schools Remodelling team can support schools to plan their Extended Services Programme (0116 265 8028).

Where a hiring involves activities aimed predominantly at children, and/or the activity is positively supported by the school for the attendance of children, then it is recommended that your school ensures that the hiring organisation has appropriate child protection policies and procedures in place, and that those persons likely to have contact with children have been subject to enhanced DBS checks. This guidance should also apply to those activities operating in the local community where recommended by your school or where your school is working in partnership.

Where a hiring is outside school hours and has little or no relevance to school improvement then, dependent on the organisation involved and the nature of the hiring, it may be sufficient to let the responsibility for appropriate arrangements/checks to be left to the hirer.

Where you have any concerns or doubts as to what checks should be undertaken or required in connection with a particular hiring, then you are recommended to seek further guidance from a DSL in school.

7. Free use – when costs are borne by the establishment

It is entirely at the discretion of the governing body to offer free or subsidised use to community groups. In this situation, the actual cost of use must be identified from a budget available to the governing body. This may include income generated from hirings. The governing body will need to apply an open and consistent practice that can be publicly shared.

8. Full charge hirings

It is recommended that hiring by private organisations or individuals for social occasions (e.g. dances, parties, concerts etc) should be subject to the full hiring charge, consisting of premises, caretaking, heating and lighting and admin.

The governors/MAT may decide to vary the scale of charges for commercial and not for profit organisations. Any profit made through such hiring's could be used to subsidise the cost of extended schools activities or other hiring's.

9. Responsibility for the opening and closing of school premises outside school hours and hirings/activities requiring attendance of a premises officer

Governors/MAT are responsible for determining the use of school premises both during and outside school hours and amongst other things for ensuring that adequate arrangements are in place for securing and locking the school. Where extended school or community use is involved the school must be opened up or closed by a Premises Officer or an authorised and identified responsible adult such as a member of school staff. Because of the complicated nature of security systems and for reasons of responsibility, locking up should not be delegated to a member of a hiring group as it is clearly not acceptable to entrust security to persons who are not accountable to the Governors.

It is the responsibility of the governing body to decide whether or not a hiring requires the attendance of a Premises Officer, taking account of issues such as health and safety, security, and the nature of the activity. The responsibility can be delegated to the Head Teacher with the same considerations.

A good practice hiring pro-form is set out at Appendix D

10. Procedure for dealing with applications to hire premises

a) Completion of the Hiring Form

A copy of the Application to Hire Premises form is attached at the back of this document, (Appendix D). We also use the school hire system set out by life MAT (schoolhire.co.uk/Ashby-de-la-Zouch/Ivanhoe-college) which will also cover Appendix B, C and D

The application form must be completed and the indemnity signed in respect of all hiring's (either a hiring form or via school hire system) whether a charge is made or not. Completion of the form is essential and enables the Academy Solicitor to take proceedings in the event of wilful damage or failure to pay the hiring fee etc. A copy of the completed form should be given to the Hirer when the booking is accepted or confirmation of the booking is sent.

For regular hiring, (e.g. sporting activities over a season) only one application form needs to be completed during an academic year. The application should be renewed annually.

In respect of hirings of a commercial nature i.e. where a charge is made for attendance and in particular where there is a risk of injury to persons attending e.g. martial arts and other contact sports courses plus the activity is under the direction,

Guidance or supervision of the Hirer, Ivanhoe will require the Hirer to produce evidence that they have adequate insurance in respect of their intended use of the premises and in particular in respect of public liability.

Consideration should also be given to the need for insurance where hirings involve the Hirer or their invitees bringing electrical equipment onto school premises i.e. a dance group or a disco or for any activity involving heat or water. If you are unsure whether to require insurance, completion of a risk assessment in respect of the intended booking may assist you in making your decision.

b) Collection of Hiring Fees

It is good practice for hire income to be collected in advance. This is essential when the hiring is a one-off.

In the case of regular hiring (e.g. weekly) it may be possible to invoice groups in arrears.

School hire system requires the booking to be paid for once confirmed by FM or life MAT lettings team.

c) Arrangements for Paying in Income

All income derived from the use of premises must be paid into the Academy bank account.

d) Issuing Of Receipts

Receipts should be issued for all income received.

e) Retention of Hiring Forms

The completed application form should be retained for reference and Audit purposes. As financial records, these should be retained for a minimum period of seven financial years.

Where a hire fee is complex, for example a block booking, it would be prudent to retain workings of how the total hiring fee has been calculated. This is to create a clear audit trail back to the approved scale of charges.

Any correspondence concerning additional charges arising from the hiring e.g. overtime payments or damage to property, should be attached to the original application form.

11. VAT on hirings

As a general guide, room hire is exempt from VAT but the hiring of sports facilities is standard-rated.

In certain circumstances, when regular use can be demonstrated, the hiring of sports facilities can be exempted if all of the relevant criteria are met.

Any VAT queries regarding hirings please contact the VAT Liaison Officer of the Academy Accountants.

12. Alcohol and entertainment on school premises

The Licensing Act 2003 now controls the sale and supply of alcohol, the provision of regulated entertainment and the provision of late night refreshment (Please see Appendix E for further details).

13. Implications of Crime & Disorder Act 1998

When determining the Hirings Policy governors should have regard to this duty by ensuring as far as possible, that particular hirings or types of hirings do not cause a nuisance to neighbours or lead to anti-social or disorderly behaviour in the locality and also by promoting and encouraging community use of school facilities, particularly by those most at risk in the community and by vulnerable groups.

14. Hiring of school/college kitchen/catering facilities

This issue is addressed in Appendix F and the guideline conditions in that document can be inserted in Clause 10 Special Conditions in the Hiring Form (Appendix D).

Fire safety

The Regulatory Reform (Fire Safety) Order 2005 came into force on 1st

October 2006 and places a responsibility for carrying out a Fire Risk Assessment on the “responsible person” for every property.

The definition of “responsible person” covers the employer if the workplace is to any extent under his control, or the person who has control of the premises.

Where parts of the school are hired to outside bodies such as youth clubs, scout groups, pre school groups, after school clubs, PTA meetings etc on a regular or one off basis, even though the school will have carried out its own Fire Risk Assessment, the “responsible person” i.e. the person hiring the space will need to carry out their own Fire Risk Assessment.

If the hiring is outside normal school hours (after the buildings have been secured) the “responsible person” will not only have to familiarise themselves with the building but also ensure fire doors, emergency lighting, extinguishers etc are available.

There is guidance for completing a fire risk assessment from: -

<http://www.communities.gov.uk/index.asp?id=1162115> Education
<http://www.communities.gov.uk/index.asp?id=1500383> Short Guide

It is recommended that for any hiring, no matter how short, there is reference to the requirement for the organisation to carry out its own Fire Risk Assessment and present a copy to the school, not for checking, merely to establish that the organisation has complied with the legislation.

15. Use of schools for non-educational purposes requiring the submission of a planning application

With the move towards extended schools and an increase in the number of non-educational activities on schools sites which are privately run or funded, schools should be mindful that such activities might require separate planning permission.

Schools are also asked to check the terms of any previous consent for non-educational use, which in many cases restrict the number/type and times of private hirings. There may also be a requirement to submit a schedule of private hirings to the Community Services Department on a regular basis.

If in doubt please contact the Community Services Department by email [at planningcontrol@leics.gov.uk](mailto:planningcontrol@leics.gov.uk) or telephone 0116 265 7053.

Appendix A

Rights of Access to Non-Educational Services

The DDA states that service providers must not discriminate against disabled people by:

- Refusing to provide or deliberately not providing any service which is provided to other members of the public;
- Providing a lower standard of service;
- Offering a service on less favourable terms;
- Failing to make adjustments to any practice or policy or procedure which makes it impossible or unreasonably difficult for disabled persons to make use of the services;
- Failing to make adjustments to a physical feature (e.g. one arising from the design or construction of a building or the approach or access to premises) which makes it impossible or unreasonably difficult for disabled persons to make use of a service;
- Refusing to give any hiring or permission to occupy premises to disabled persons;
- Making any such arrangements on terms which are discriminatory

Provision of Non-Educational Services

The provision of non-educational services is covered by the new requirements and the following activities should generally be regarded as non-educational for the purposes of the DDA and complying with Part 3 service providers provision:

- Governor's annual meeting with parents;
- Admission and exclusion appeal hearings;
- Evening classes, parents evenings;
- Fund raising events organised by the PTA, e.g. car boot sales or dances;
- Use of school sports facilities by the local community;
- Hiring of the school accommodation to members of the public;
- Leisure time activities for children or adults without any element of any educational development

The following services may be regarded as non-educational in their nature and it is advisable to treat these as being subject to the DDA, pending further clarification of the law.

- Governing Body Meetings
- Admission and Exclusion Appeal Hearings
- Responsibility for Complying with the DDA

Responsibility for complying with the rights of access rests with the service provider. In the case of hiring's this could be:

- The governing body;
- The LEA;
- The Parent Teacher Association;
- A local club or association which has hired premises from the school.

The SEN and Disability Act 2001

This legislation comes into force from September 2002 and in essence extends the requirements of the Disability Discrimination Act to pupils and students coming in to schools for educational reasons. Such pupils have previously been excluded from the requirements of the Disability

Discrimination Act: The new Act places 2 key duties on schools in the provision of education. The first one is to prepare and develop an Accessibility Plan by April 2003. This should address 3 distinct elements of planned improvements in access for disabled people which will cover the environment, the curriculum and the provision of information. The second is a duty not to discriminate in the provision of education or educational services unless there are no reasonable measures which can be taken to avoid that discrimination.

Briefing workshops will be held during the autumn term to enable one member of each school's staff to understand the new requirements.

If you require any further information on the implications of the DDA please contact Richard Thompson on 0116 265 6313.

Appendix B

All our hire prices can now be found on the school hire system for the 2023-2024 year:

<https://schoolhire.co.uk/ashby-de-la-zouch/ivanhoe-college>

Any issues with the lettings should now be taken up with central MAT lettings team as they now retain all the hirers information, arrange all the bookings and control the school hire system for Ivanhoe school. We in premises now manage them once we receive the relevant information from the letting team. It is also up to the letting team to hold/store all the relevant documents for each hirer. Facilities and operations still have full access.

Appendix C

Hiring's

Health & Safety Information

Thank you very much for showing an interest in hiring our facilities. To ensure your time spent on our premises is a happy and safe one, we would like to draw your attention to the following health and safety issues that become your responsibility during the hire period:

1. We will supply you with a generic risk assessment for the facilities you have hired, however, it is your responsibility to amend these risk assessments, to take account of the activities you and your participants will be undertaking. You should submit a copy of your amended risk assessments with your hire form.
2. We will expect you to tour the premises prior to our final agreement to hire the facilities. During this visit we will familiarise you with the following:
 - Fire alarm points. (Use these to sound the alarm if necessary – this will automatically alert the emergency services and start a continuous fire alarm – you should also make a phone call to the emergency services in case the automatic system fails).
 - Fire evacuation procedures, routes, refuge point and assembly point.
 - Location of a telephone (please note in the event of a power cut – you will need to contact the emergency services from the Premises Officer House or your own mobile phone).
 - Location of the Premises Officer house and contact telephone number.
 - Location of the First Aid Kit. (If used please inform our Premises Officer, so items can be replenished).
 - Toilet access.
 - Drinking water access.
 - Entrance and Exit access and security systems.
3. In accordance with the premises Fire Evacuation Plan, you will be required to:
 - Keep a register of people in the building and people who leave early.
 - Familiarise all participants with the position of a phone, fire alarm points, fire evacuation routes, fire refuge point and fire assembly point.
 - Ensure you have made specific arrangements to evacuate wheelchair bound participants from the building or to the fire refuge point.
 - You are also advised to carry out a practice evacuation of the premises to highlight any causes for concern.
4. Whilst we will endeavour to maintain the building and equipment to very high standards, if you have cause for concern about the state of the building or equipment, please ensure you report it immediately to our Premises Officer so that the issue(s) can be rectified as soon as possible. Should you or any of your participants be involved in an accident on the site, you must inform the Premises Officer who may require you and/or your participants to complete an accident form.

Health & Safety Information - Confirmation Form

Please complete the form below and return it with your hire forms and amended risk assessments.

Name of organisation:

Name of Person in Charge:

Address:

Telephone Number: Mobile:.....

Email Address:

No	Issues/Items	Tick to indicate you have received information and/or instruction about these
1	Facilities Risk Assessments(s)	
2	Fire Alarm Points	
3	Fire evacuation procedures	
4	Evacuation routes	
5	Refuge Point	
6	Assembly Point	
7	Location of a telephone	
8	Location of the Site Manager's house and contact telephone number	
9	Location of the First Aid Kit	
10	Toilet access	
11	Drinking water access	
12	Entrance and Exit access and security systems	
13	Information about the requirements of the Fire Evacuation Plan	
14	Information about reporting damaged or faulty building infrastructure and/or equipment	
15	Information about reporting accidents	

I have been made fully aware of my health and safety responsibilities for the hire of facilities

At.....(Add your school name).

Signature of person in charge:..... Date:.....

Appendix D

BOOKING FORM - FACILITIES

Name of Organisation/Member:	
Name of Organiser (if different from above):	
Address:	
Tel No:	
Type of Event (e.g. Dance):	
Date of Event:	Time:
From:	
To:	
Rooms required:(e.g.Hall)	
Numbers expected to attend:	(Please refer to Entertainment Licence Capacities).
Preparation time: Hours.	
From:	
To:	
PLEASE BE PUNCTUAL TO AVOID CARETAKING COSTS	

Note: In addition to the clearing, which is the responsibility of any group using the facilities, there is frequently a need to clean and lay out a room after an event. Premises officers may need to do this work the next morning for which a charge will be made.

Portable Bar facility required: YES/NO

From: To: Location:

Licence applied for: YES/NO

Name of Licensee:

Stage: YES/NO Stage Lighting: YES/NO Piano: YES/NO Lighting Technician Name:

College Furniture/Equipment requested: (Please specify numbers):

Chairs:..... Tables: T.V: DVD Player:

Projector:..... Screen: Stand: OHP:

Other facilities requested:

Please Note: Unless facilities are requested on this sheet we cannot guarantee their availability at the time of the event.

We wish to request use of College facilities as detailed above and:

I have read the “Indemnity and Conditions of Lettings” overleaf, undertake to indemnify the Leicestershire County Council in the manner specified and agree to observe the conditions outlined.

SIGNED DATE.....

FOR OFFICE USE

Entered in Diary:

Lighting Technician approved: YES/NO

Fee:

Copy to Caretaker:

THE GOVERNORS OF IVANHOE SPECIALIST TECHNOLOGY ACADEMY INDEMNITY AND CONDITIONS OF HIRE FOR SCHOOL PREMISES

1. The Hirer shall be responsible for obtaining any licences and for completing any returns that may be required by the Performing Rights Society, Phonographic Performance Limited, The Copyright Licensing Agency Limited and all other similar bodies in connection with the hiring and the Hirer shall indemnify the Leicestershire County Council and the Governors against the consequences of the Hirer's failure to do so.
2. To pay the hiring fee or any balance not less than 28 days before the hiring is to take place. Cheques should be made payable to LCC Ivanhoe College and crossed. If payment is not made by the due date or if any of these conditions of hire is not complied with then the Governors reserve the right to cancel the hiring.
3. During the period of hiring, the Hirer shall be responsible for all damages, losses, claims and costs arising out of their use of the premises and shall indemnify the County Council and the Governors from and against any expense liability loss claim or proceedings including claims for personal injury to or the death of any person whatsoever arising out of the course of or caused as a result of the hiring except where due to the negligence of the County Council or the Governors or their respective servants or agents.
4. The Governors may cancel any hiring if in their opinion the organisation by, or on behalf of which, the premises are hired has racist aims or policies regardless of the stated reason for the hiring of the premises. In such event neither the County Council nor the Governors shall incur any liability to the Hirer whatsoever other than to return any hiring fee paid by the Hirer in respect of such cancelled hiring.
5. If the Hirer cancels the hiring of the premises for any of the dates specified in the application to hire form or booking confirmation, then the Governors will be entitled to retain the whole of the hiring fee paid in respect of the cancelled hiring provided always that if notice of the cancellation of a hiring is received by the Governors at least 14 days before the hiring was to take place then the Governors may at their absolute discretion repay to the Hirer an amount not exceeding 90% of the hiring fee.
6. The Hirer is required to have adequate Public Liability Insurance in place for the use of any Leicestershire County Council premises. An additional charge of 10% of the Hiring Fee plus 5% Insurance Premium Tax or a charge of £5 plus 5% Insurance Premium Tax whichever is the greater, will be incurred to all letting charges to cover the Hirer for the Public Liability Insurance. If you already have Public Liability Insurance or are covered by another policy please tick the box below:

I/We already have Public Liability Insurance

By ticking the box above, the Hirer acknowledges that they hold Public Liability Insurance through a reputable provider and a copy of your insurance certificate to be provided to The Governors. Once a copy has been received ONLY then will the additional fee be waived.

7. The Hirer agrees that if any provision of this hiring is or becomes illegal or invalid, it shall not affect the legality and validity of the other provisions and that if the Governors choose not to enforce any provision this will not constitute a waiver of their right to do so in future.
8. To comply in full with the following conditions and with the Special Conditions in Clause 10 below (if any):
 - i) The Hirer shall ensure that the number of persons attending their hiring/function is reasonable having regard to the intended use and the type of persons likely to attend and in any event is within any maximum limits determined by the fire risk or health & safety assessment for the premises;

- ii) The Hirer acknowledges that they have been supplied with Health and Safety Information for the premises to be hired and that as responsible persons they must carry out their own fire risk assessment for the premises hired and provide the Governors with a copy;
 - iii) No preparation is to be applied to the floors of the premises and any spillages or any damage to the premises or injury to any person occurring during the course of the hiring, must be reported to the Premises Officer/school as soon as possible. Any accident or injury must be recorded and the Hirer shall co-operate fully and assist the Governors in that connection;
 - iv) There must be no interference with school equipment during the hiring and any furniture moved must be replaced and the premises must be left in a clean and tidy condition and clear of all rubbish. Interference with any fixed installation or the removal of any fire or safety notices or equipment is not permitted;
 - v) Fires and stoves must be left safe with the minimum of fire burning and no adjustment or interference with any central heating system is allowed;
 - vi) The premises shall be vacated at the end of the hiring time specified in the application to hire form or booking confirmation or at such later time as may be permitted by the Governors;
9. Special Conditions applicable to the hiring:

Public Entertainment/Licensing

Public (regulated) entertainment shall not take place on the premises nor shall intoxicants be brought onto the premises whether for sale or otherwise without the prior written approval of the Governors which may be given subject to the following conditions:

- i) The consumption of alcohol without sale may be permitted subject to the Governors being satisfied that excessive quantities of alcohol will not be made available;
- ii) The use of the premises for the sale of alcohol and for various types of public entertainment is subject to the requirements of the Licensing Act 2003. If the sale of alcohol and/or the provision of any regulated entertainment is proposed to take place on the premises then it must be under the authority of a Premises Licence granted by the District or Borough Council. Such a licence may already be in force for the premises and for the purpose of the hiring but otherwise a Temporary Event Notice must be given as provided by the Act;
- iii) Where the sale of alcohol is intended then the control of the premises and the sale and supply of the alcohol must take place under the authority of a Personal Licence Holder who will be the Designated Premises Supervisor for that purpose. The Personal Licence Holder must produce their original licence to the Governors who will retain a copy for their records;
- iv) The Hirer shall be responsible for establishing to the satisfaction of the Governors whether or not the proposed hiring will require to be licensed and for obtaining, at their own expense, the necessary authority for the hiring to proceed. If the hiring is required to be licensed then the Governors shall be entitled to require the Hirer to produce evidence that Temporary Event Notices have been given and the necessary authority obtained failing which the hiring will not take place.

Child Protection

The Hirer shall ensure that where a hiring involves activities aimed predominantly at children, and/or the activity is positively supported by the school for the attendance of children, they have appropriate child protection policies and procedures in place and that they themselves and those persons likely to have contact with children have been subject to enhanced Criminal Record Bureau checks. The Governors reserve the right to require the Hirer to produce evidence that enhanced CRB checks have been carried out on all persons and to review child protection policies and procedures and to impose any

additional requirement they consider appropriate in connection with the hiring. If for any reason the Governors are not satisfied then they reserve the right to cancel any hiring and there shall be no liability to the Hirer other than to refund any hiring fee or deposit paid.

General

The Governors may cancel any hiring if the premises or any part thereof are rendered unfit or become unavailable due to unforeseen circumstances or are required for School/Education Curriculum purposes or are required for use as a Polling Station for a Parliamentary or Local Government election or by-election and there shall be no liability to the Hirer other than to refund any hiring fee or deposit paid for the cancelled hiring.

The Hirer must not do or allow anyone attending their hiring to do anything on the premises which is or may become a nuisance to the Governors, the School or other hirers or to the occupiers of adjoining or neighbouring premises. The Hirer shall be responsible for requiring any person causing such a nuisance to leave the premises. It is the Hirer's responsibility to ensure that the minimum of noise is made on arrival and departure.

The Hirer acknowledges that they do not have exclusive rights to occupy the School premises and that there may be other hiring's taking place.

The hiring is personal to the Hirer and/or the organisation that they represent and they agree that they will not sublet any hiring without the written agreement of the Governors.

The Hirer must not use the premises for any auction sale, trade, business or manufacture without the written agreement of the Governors or for any illegal or immoral act or purpose and the Governors reserve the right to cancel with immediate effect any hiring where such use is taking or is intended to take place without refund of the hiring fee paid. (See also Appendix I (car boot sales) to Code of Practice No 6 Insurance).

The Hirer shall ensure that any electrical appliances brought onto the premises and used there shall be in safe working order, be used in a safe manner and have been tested in accordance with current safety testing requirements.

The Hirer shall ensure that no animals (including birds) except guide dogs are brought onto the premises other than with the written agreement of the Governors.

All vehicles parked on the school premises are parked at the owners risk and no liability is accepted for damage to such vehicles or their contents.

It is the responsibility of the Hirer to ensure that their staff has been fully trained in the use of any equipment to be used during the letting and that at least one has an up to date first aid certificate.

Appendix E

Alcohol and Entertainment on School Premises

The Licensing Act 2003 now controls the sale and supply of alcohol, the provision of regulated entertainment and the provision of late night refreshment. Licensable activities are:

- i) the sale by retail of alcohol;
- ii) the supply of alcohol by or on behalf of a club to or to the order of a member of a club;
- iii) the provision of regulated entertainment;
- iv) the provision of late night entertainment.

Regulated entertainment includes:

- i) the performance of a play;
- ii) an exhibition of a film;
- iii) an indoor sporting event;
- iv) boxing or wrestling entertainment;
- v) a performance of live music;
- vi) any playing of recorded music;
- vii) a performance of dance;
- viii) entertainment of a similar description to live music, recorded music or dance; but the entertainment or entertainment facilities must be for the public or a section of the public or for members or guests at a club or if not any of those then for consideration and with a view to profit.

A Premises Licence authorises the holder of the licence to use the premises for the licensable activities and in accordance with the detailed operating conditions;

Personal Licences authorise individuals to supply alcohol or authorise the supply of alcohol in accordance with a premises licence;

A Club Premises Certificate provides authorisation for qualifying clubs to use club premises for qualifying club activities.

The grant of premises licences and club certificates is through the local authority (District Council) for the area in which your school is situated, and for personal licences it is the Council for the area in which the applicant is normally resident.

Permitted Temporary Activities

Small scale temporary events are permitted and may be carried out in accordance with a temporary event notice given under the Act.

There are formal requirements and procedures to be followed to authorise such temporary events at which alcohol will be sold or supplied and/or other licensable activities will take place, the most notable of which are as follows:

- i) notice in the prescribed form and containing the prescribed information must be given to the local authority and police by the premises user a minimum of 10 working days before the day on which the event period begins;
- ii) the event must be of less than 96 hours duration;
- iii) there must be more than 24 hours between events using the same premises or having the same premises user;
- iv) there can be a maximum of 12 events at the same premises in any one calendar year;
- v) the premises can be used on no more than 15 days in any calendar year;
- vi) no more than 500 persons are to be allowed on the premises at the same time;
- vii) where the supply (sale) of alcohol is involved the notice must make it a condition of using the premises that such supplies are made under the authority of the premises user who can hold 5 events in any calendar year (50 if a personal licence holder).

Note

The information provided is not exhaustive and is intended as a guide only. If you are unsure what restrictions may apply to the intended booking or for a function you intend to promote then you should seek appropriate advice from the Licensing Officer at the District Council in which your school is located or from the Learning

Environment Team or the County Solicitor.

The application form for the hire of premises provides for the provision of regulated entertainment and/or the consumption of alcohol if your Governors agree and it sets out suggested conditions (see clause 10 – Special Conditions).

If alcohol is to be consumed then you should consider the nature of the function and whether or not the alcohol is to be sold to the persons attending i.e. by the operation of a bar. If alcohol is to be sold (and sale includes most devices intended to avoid the need for a formal licence including tickets for a dinner which includes wine or similar) then it will be necessary for the premises to be licensed.

You should also be satisfied that the quantities of alcohol available will not be excessive and that the number of persons attending the function is reasonable and within any maximum limits determined by your fire risk assessment for the premises having regard to the intended use and the type of persons likely to attend.

If your premises are not already licensed for the sale of alcohol and other regulated activities then the alternatives are for the Hirer, perhaps in consultation with you, (or possibly for the school itself) to arrange to give a temporary event notice. If your school holds a premises licence then the supply of alcohol may be through your own personal licence holder if they are to run the bar or through some other personal licence holder, but if the latter then the original personal licence should be inspected and a copy taken for your records.

If regular events are to be held at your school then you may wish to consider applying for a premises licence as it would simplify the running of a bar and other regulated activities. This could require changes to your Planning Permission and advice should therefore be sought from the Learning Environment Team before proceeding.

Appendix F

LEICESTERSHIRE COUNTY COUNCIL Children and Young People's Service

Hiring of School Catering Premises

Admin memo 22

1. Under the overall policy of the Authority relating to community use of Education facilities, kitchens and dining centres may be hired to outside bodies or persons using their own caterers.
2. With the introduction of the Local Management of Schools, the decisions relating to the agreement to request for costings and the charges to be applied, will be the responsibility of the Governors at each establishment.
3. In deciding the levels of charges, Governors will need to cover the costs of Catering staff presence, the recoupment of the cost of any energy used, together with an amount to cover elements of usage of equipment, which is the responsibility of the Authority. IT IS STRESSED that any person carrying out these duties is not expected to carry out any work for the hirer.
4. The outside body should submit his/her guidelines for exercising due diligence with regard to Food Hygiene Legislation. The hiring charge should incorporate an allowance for supplementary cleaning following each individual hiring.

Guidelines for Hirers

To ensure compliance to Food Safety and Health and Safety Regulations the hirer must follow the following guidelines.

1. Access to the kitchen will only be through the school contact, who is responsible for the locking and unlocking of the kitchen.
2. Use of kitchen equipment is not readily available, however prior arrangements can be made.
3. If use of the large equipment i.e. ovens, mixers, slicers and sterilisers is required, a fully trained member of the County Council's Catering staff must be present, to ensure correct usage.
4. If in the event the member of staff attending the hiring is not fully trained in the use of all of the equipment required i.e. meat slicers, the hirer must arrange a separate training session with the Unit Manager at each establishment. The additional time for this training session will be met by the hirer.
5. The School operates a 'Nut Free' policy. The hirer will not allow the use of any form of nuts in the foods they produce.

6. The School operates a 'Glass Free' policy. Whilst it is appreciated to enforce this policy would be difficult, the hirer must ensure that if breakages occur, thorough cleaning and disposal will be carried out.
7. Food storage rooms will be locked up and access will not be available.
8. The use of the caterer's fridge and freezers will not be allowed and the hirer must consider other alternatives.
9. Cleaning materials and textiles are not available and must be provided by the hirer.
10. The hirer is responsible for the removal of all rubbish and waste from the kitchen. The kitchen bins will NOT be utilised by the hirer.
11. In the event of the dining tables and chairs being used the hirer will be responsible for their cleaning and sanitation.
12. At the end of the hiring period the hirer is responsible for the cleaning and sanitising of all of the equipment used, all surfaces and floors. In the event of the kitchen area requiring any further cleaning and/or sanitising, a charge will be made to the hirer.
13. The School maintains a policy of not allowing children to enter the kitchen. If this policy is breached, the hirer is fully responsible for their protection and the School will not accept responsibility for their safety.
14. In the event of any missing kitchen equipment a charge will be made to the hirer by the school.

Updates

All updates highlighted

1. Page 11 year info change and letting team information.
2. Page 13 corrected the wording.