

# Penryn College

## Terms and Conditions for the Hiring of Penryn College Premises

### 1. Applications

All correspondence and applications for the hire of school premises must be made to the Director of Business Development & Operations (DBDO). The school reserves to the DBDO 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 who signs the application for the hire. Such person shall be responsible for ensuring prompt and correct payment of the 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.

### 3. Right of entry

The school reserves to their officials, the right to enter at all times on producing evidence of their identity. The ticket taker or stewards are to be instructed accordingly by the hirer.

### 4. Cancelling of Hiring

#### By Penryn College

Penryn College reserves the right to cancel any hiring at any time, without notice, where it is deemed necessary for emergency reasons out of their control.

In the event of any hiring being cancelled any fee will be refunded to the hirer. Penryn College shall not be held liable or required to pay compensation for any loss sustained as a result or in any way arising out of the cancellation of the hiring.

#### By the Hirer

In the event of cancellation, hirers are required to provide fourteen full days' notice. If the period of notice is less than fourteen days the hirer may remain liable for the full charge of the facility.

### 5. Preservation of Order

The hirer is responsible for the preservation of good order during the hiring of the premises and for any damage that may be done to the 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, ceiling, furniture or fittings.

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 Premises Manager 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, consumed or brought onto the school premises.

### 7. Licensing

The premises 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 the 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. Safeguarding Children**

The hirer is responsible for ensuring that they have effective recruitment and vetting procedures for all staff working on the premises in order to safeguard and protect children, including undertaking, at its own expense, an Enhanced CRB Disclosure (or any other required statutory check) for any staff who work with children or on the premises on a regular basis ('regular' has been defined by the Department for Children, Schools and Families (DCSF) as 3 or more times in a 30 day period or an overnight stay or unsupervised contact with children). Child and user safety must be paramount and the hirer must have a child protection policy to include the requirement for staff to be appropriately trained in relation to this policy. The hirer should monitor, review and up-date its policies and procedures in relation to safeguarding children on a continuous basis and should adhere to the DCSF guidance called 'Safeguarding Children and Safer Recruitment in Education' (January 2007) and any subsequent legislation/regulations.

The hirer must state in any correspondence or advertising to parents that the activity is not run by the School, the School does not endorse any of the clubs, groups or organisations who are party to this Agreement ('the Hirer') and prospective users should make such checks as are prudent to determine their suitability.

The hirer must attach their child protection policy with this hiring.

## **9. Catering services**

The kitchen does not form part of the premises for hiring purposes. Hirers wishing to use the kitchen must contact the DBDO and inform him accordingly.

## **10. Furniture and equipment**

Furniture (other than chairs for use in halls) shall not be moved except by arrangement with the Premises Manager.

## **12. Copyright**

A) 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 DBDO to use the premises shall be immediately cancelled and the DBDO shall have the right to recover fees, charges or any other payments referred to in these regulations.

B) The hirer shall indemnify the council from and against all actions, proceedings, costs, claims or demands whatsoever, arising out of the performance of copyright works on premises.

## **13. Electrical systems**

Any alteration or addition to the lighting or electrical heating systems is strictly forbidden, except with the written consent of the Premises Manager. 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 form. 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**

- A) The hirer shall pay to the College with, and in addition to, the scale charges appropriate to the hiring.
- B) The College reserves 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.
- C) The College also reserves the right to refuse to accept payment by cheque.

## **16. Payment of Charges**

Payment shall be made to Penryn College

All charges must be paid at the time of booking, and bookings may not be accepted later than fourteen days prior. 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 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 premises are re-booked.

## **18. Indemnity and insurance**

- A. The hirer shall indemnify the College against all action, proceedings, claims and demands whatsoever which may arise as a result of the hiring unless due to the negligence of the College;
- B. The hirer shall obtain insurance against legal liabilities (including the school) with a limit of indemnity of at least £5million for any one incident. Where a hirer is unable to provide details of current adequate public liability insurance cover (normally a private individual or independent group), they must pay a premium to be included on Penryn College's third party hirers' policy.
- C. In such cases the hirer can purchase hirers insurance cover from Penryn College at a charge of 10% of the hiring costs for each booking.

## **19. Entertainment Programme**

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

## **20. Children's Entertainment**

The following provisions of section 12 of the Children and Young Persons Act 1933, must be strictly complied with:

1. 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 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.
2. where the occupier of a building permits, for hire or reward, the building to be used for the purpose of an entertainment he shall take all reasonable steps to secure the observance of the provisions of this section.
3. 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 a first offence, fifty pounds, and in the case of 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 enactment's relating to the licensing of theatres and of houses and other places for music or dancing, the licence shall be liable to be revoked by the authority by whom the licence was granted.
4. a police officer 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 education committee shall be construed as references to any sub-committee or officer to which powers in relation to school lettings have been delegated.)

## **22. General Rules and Regulations for Use when hiring Penryn College Facilities**

**The following Rules and Regulations must be abided by all persons hiring the Penryn College facilities. Failure to do so could result in the termination of booking and billing for any damage that is caused as a result.**

- All hirers must undergo an induction of the facility hired before use
- All hirers must carry out their own Risk Assessment for use of the facility hired suitable for the purpose of hire
- Please respect the facility at all times.
- Any damage must be reported immediately to the Duty Personnel.
- No smoking, no chewing gum and no spitting or swearing is permitted anywhere on the Penryn College site at anytime.
- No alcohol, dogs or dangerous objects to be brought onto the Penryn College site at anytime.
- No food or drink to be consumed inside the facilities with the exception of bottled water.
- Food and drink can be consumed in the canteen and street areas only.
- All litter must be deposited in the bins provided.
- Please leave the facility as it was found.
- Appropriate footwear for each facility must be worn at all times.
- Please use the designated footpaths provided.
- Penryn College will not be held responsible for any loss or damage to personal equipment or belonging's, please ensure that you store these items securely, you will be responsible for your own lost/found property.
- All Vehicles must be parked in the designated parking areas, please do not park on the double yellow lines or grassed areas.
- Parking is only permitted during your period of hire.
- You will not be permitted to enter the facility hired until your allocated time slot and must leave promptly at the end of your session, please allow for setting up and packing away time when making your booking.
- Any electrical equipment that you provide for use during the period of hire for your club/class, such as music systems or laptop computers must have a current PAT Test certificate and can only be used with prior agreement at the time of booking.
- Any user group with parents or spectators present during their period of hire must provide them with a code of conduct and police accordingly.

## **23. Rules of the Use when hiring specialist facilities at Penryn College**

**The following Rules and Regulations of Use must be abided by all persons using the Penryn College specialist facilities. Failure to do so could result in a termination of booking and billing for any damage that is caused as a result.**

**General rules of use apply and must be abided by plus:**

- **Drama Studio**  
Only specialised footwear to be worn in this facility
- **Dance Studio**  
Only specialised footwear to be worn in this facility
- **Activity Studio**  
This facility has a specialised sprung floor only clean non marking shoes can be worn when using this facility.
- **Fitness studio**  
Limited fitness equipment is available at present, full induction for use of equipment is required at the time of booking before use

- **Hockey Astro**  
All sports rules apply - only training shoes and astro turf shoes can be worn when using this facility. This facility must not be used to play any sport other than Hockey unless prior agreement has been made at the time of booking.
- **TISA**  
All sports rules apply.
- **STP**  
No bladed shoes are to be worn on this surface at any time  
All studded training shoes/football/rugby boots must not be worn on the footpaths leading to or in and around the pitch  
Football goals & rugby posts must be returned to their original position after every session in line with instructions given at induction  
When hiring one third of the STP please ensure that you use only one third, the dividing nets can be used to mark your area
- **Hire of Playing Fields/Open Spaces**  
No warranty is given by the school that the field or open space is fit for 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 or open space during the period of hire.  
The hirer shall be responsible for supervising the behaviour of all persons using the field 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.  
No lines are to be marked on the field or grassed area without the specific consent of the Premises Manager.

#### **24. No smoking policy**

The school operates a no smoking policy; therefore, smoking is not permitted on the premises.

The hirer of the building is required to abide by these regulations.

#### **25. Fire regulations and exits**

**In the event of a fire alarm sounding please DO NOT USE ANY LIFTS**

- In the event of a fire alarm sounding all user groups are to leave the building or facility as per the instructions displayed in their area.
- Please make your way to the fire assembly point which is the pavement area next to the bus bay at the front of Penryn College.
- Check your register and ensure that all members/participants are present and report to the duty staff that your group are all accounted for.

#### **Wheelchair Users:**

- If you are situated on the ground floor or one of our outdoor facilities please make your way to the fire assembly point as instructed
- If you are situated in the upstairs area of the main block please make your way to the nearest 'safe haven' point where you can talk to duty staff via the call point
- If you are on the first floor of the craft block please make your way to the balcony area (top of the outside steps) your instructor or a member of your group should inform duty staff of your whereabouts ASAP.

#### **26. Health & Safety, First Aid**

- It is the responsibility of the Hirer to check and risk assess the facility before use. If anything seems dangerous it must be reported immediately to the receptionist.
- The hirer is responsible for all first Aid matters for their Hire. The Hirer should have a qualified first aider with their club/activity at all times.
- The Hirer is responsible for the actions of all personnel involved in their hire.

**AGREEMENT TO THE CONDITIONS OF HIRE**

**I/We agree to abide by and conform to the above conditions covering the hire of accommodation on College Premises.**

**Name:** \_\_\_\_\_

**Organisation:** \_\_\_\_\_  
**(BLOCK LETTERS)**

**Address:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Telephone no:** \_\_\_\_\_

**Date:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

**ENCLOSURES:**

**Child Protection Policy**

**Public Liability Insurance Certificate**