

HEALTH AND SAFETY POLICY

This document contains the Health and Safety Policy for Colchester English Study Centre and forms the basis of future planning and implementation of Health and Safety within the centre

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1.0 BOARD OF DIRECTORS STATEMENT OF GENERAL POLICY

- 1.1 The Board of Directors for the Centre recognise their corporate responsibility as an employer to provide a safe and healthy environment for the teaching and non-teaching staff, students and other people who come onto the premises.
- 1.2 The Board of Directors will take all reasonable practicable steps within their power to fulfil this responsibility and will apply all Health and Safety advice issued by the Health and Safety Executive.
- 1.3 It is the intention of the Board of Directors that for Health and Safety purposes the Centre will operate within the structure and framework of the Health and Safety Policy.
- 1.4 The Managing Director is to draw up the necessary arrangements to secure compliance with Health and Safety requirements, to write them down and to circulate this information to all staff and to monitor implementation of the arrangements.
- 1.5 The Managing Director will establish a Health and Safety Committee for the purpose of implementing, maintaining and monitoring practices and procedures.

2.0 MANAGING DIRECTOR'S POLICY STATEMENT

- 2.1 To pursue the objectives of the Board of Directors in respect of Health and Safety.
- 2.2 To set up arrangements in the Centre to cover all Health and Safety legal requirements and monitor the implementation of any such arrangements.
- 2.3 To be available to any member of staff to discuss and to seek to resolve health and safety problems not solved at a lower level or through established arrangements.
- 2.4 To keep a file containing Health and Safety information regarding the activities of the centre and to make information available to staff.
- 2.5 To keep a list of safety representatives (The Health & Safety Committee) appointed to represent staff at the school, to be readily available to them, and to co-operate with them as far as reasonable in their efforts to carry out their function.
- 2.6 To establish a Health and Safety Committee, to include two staff safety representatives.
- 2.7 To ensure all areas of the centre are inspected.
- 2.8 To ensure that all Students, visitors, including contractors are informed of hazards of which they may be unaware.
- 2.9 To ensure that new employees are briefed about safety arrangements in particular to ensure they are given a copy of the centre's statement and the opportunity to read it before starting work.
- 2.10 To ensure the use of any necessary protective clothing and equipment and that it is properly maintained and renewed when required.
- 2.11 To ensure that effective arrangements are in force to facilitate ready evacuation of the buildings in case of fire or other emergency, and that fire-fighting equipment is available and maintained.
- 2.12 To ensure that accidents and ill health at work are reported under RIDDOR (Reporting of Injuries, Diseases and Dangerous Occurrences Regulations) and staff are informed of any risk to health which might ensue.

3.0 ORGANISATION

The Board of Directors recognise the need to make organisational arrangements in the Centre for implementing, monitoring and controlling Health and Safety matters. A summary of the individual duties including reporting arrangements are as follows:

3.1 The Managing Director

- 3.1.1 The Managing Director is responsible and accountable to the Board of Directors for implementing the Centre's Safety Policy and for all the matters relating to health, safety and welfare within the establishment.
- 3.1.2 The day-to-day management of Health and Safety matters will be the responsibility of the Managing Director.
- 3.1.3 She must ensure that she is familiar with the Safety Policy. She must ensure that cleaning contractors are made aware of any implications of the policy as it affects their work activities (e.g. storage arrangements, materials, equipment and substances etc.).
- 3.1.4 She arranges and chairs meetings of the Health and Safety Committee.
- 3.1.5 She is responsible for coordinating and overseeing all contractual work and maintenance carried out on the premises.
- 3.1.6 The Managing Director must be aware of all contractors and/or third parties entering the Centre to undertake maintenance, service or works contracts and oversee the planning and safe execution of the work.
- 3.1.7 The Managing Director is responsible for ensuring that all new, amended or updated material regarding Health and Safety matters is brought to the attention of the relevant personnel immediately on receipt.
- 3.1.8 The Managing Director must ensure that the agreed procedure for reporting defects, hazards and problems regarding Health and Safety matters functions efficiently and effectively.
- 3.1.9 The Managing Director sits on the Health and Safety Committee, arranging meetings as necessary to resolve uncertain areas of responsibility resolve problems or recommend referrals to the Board of Directors.

- 3.1.10 The Managing Director will seek advice, when appropriate, from appropriately qualified outside agencies.
- 3.1.11 The Managing Director shall have the right to stop what is considered unsafe practices, or the use of any plant, equipment, machinery etc. which is considered unsafe.
- 3.1.12 The Managing Director in conjunction with the Health and Safety Committee shall make arrangements for improvement to the premises and (with appropriate members of staff) plant, tools and equipment.
- 3.1.13 The Managing Director, with the Health and Safety Committee shall review from time to time
 - (a) the provision of First Aid
 - (b) fire and evacuation procedures.
- 3.1.14 The Managing Director will monitor and inform the Board of Directors that appropriate training has been, or will, be given to staff to enable them to fulfil their responsibilities. This must include new appointments and the transfer of staff within the premises to other functions.
- 3.1.15 The Managing Director will ensure that for all schemes of work, including work experience, arrangements are in place regarding the adequate provision of information, instruction, training and supervision for Health and Safety.
- 3.1.16 The Managing Director will ensure all admin staff receive adequate provision of information, instruction, training and supervision for Health and Safety to fulfil their duties.
- 3.1.17 The Managing Director will consult with approved staff representatives and the Health and Safety Committee on all health, safety and welfare matters and co-operate with them in the execution of their duties.
- 3.1.18 The Managing Director will ensure the Catering Contractor is aware of the Health and Safety Policy and that effective Health and Safety measures are in place.

3.3 Head of Studies

3.3.1 Assist the Managing Director with the day to day responsibility of Health and Safety.

3.3.2 Ensure all new teaching staff receive adequate provision of information, instruction, training and supervision for Health and Safety to fulfil their duties.

3.4 Teachers

3.4.1 Teachers must be familiar with the Health and Safety Policy and equally any procedures, arrangements and practices relating to their department.

3.4.2 They must report to a member of the Health and safety Committee all problems, defects and hazards that are brought to their notice.

3.4.3 They must comply with any department policies or working arrangements.

3.5 Staff/Employees

3.5.1 All staff/ employees must be made aware of what is expected of them in terms of health and safety and in particular by the department in which they work. Adequate training and instruction will be provided as necessary.

3.5.2 All staff/ employees will be given access to the Health and Safety policy and asked to make themselves familiar with all documents relating to Health and Safety in the Centre.

3.5.3 All staff/employees have responsibilities under the Health and Safety at Work Act 1974, and are required to report to the Managing Director or members of the Health and Safety committee, any possible hazards or defects

4.0 ARRANGEMENTS

4.1 Structure

The Health and Safety Committee. The Board of Directors acts through/nominates the Health and Safety Committee to effectively manage the Health and Safety Policy.

The Committee will be formed by the following members:

Managing Director
Head of Studies
Welfare & Accommodation Officer
Head of Summer Centres
Member of Admission

4.2 GENERAL MATTERS

4.2.1 Accident Reporting/Investigation

The reporting procedures will be in accordance with the policy laid down in the staff handbook. Records should be kept for a minimum of 3 years. The Managing Director is responsible for bringing Fatal Accidents, Major Injuries and Dangerous Occurrences (under RIDDOR) to the attention of the HSE.

4.2.2 First Aid Provision

First aid equipment is kept at Reception. Staff should ensure they are familiar with the names of all qualified first aiders which are displayed in the reception/entrance hall areas of the Centre. Arrangements for first aid will be in accordance with the relevant section of the staff handbook.

4.2.3 Fire Precautions

Procedures for general Fire Safety will be in accordance with the relevant section of the staff handbook. The Managing Director will be responsible for ensuring fire-fighting equipment is well maintained and keeping up to date records of all tests and inspections. The Fire Log book will be maintained and held in the reception.

4.2.4 Housekeeping

All staff are to maintain tidy work areas paying particular attention to the risk of flammable materials, trip hazards and hygiene.

4.3 Training Arrangements

Training must always be viewed as a constant requirement, based on the ability to recognise who requires it and when. New employees will receive training appropriate to their needs.

4.3.1 There are various categories of training requirements in the Centre. They can be defined as induction training, information/awareness training and specific hands on training. Induction training will apply to new employees or those transferred to other departments. New employees must be made aware of policies and procedures, fire precautions, first aid and welfare arrangements. Information/Awareness training: The Centre has an in depth approach to in-house training, showing staff what they must and must not do, and provides supervision until staff gain an understanding of what is required. Specific Training is a "hands on training" approach where it is recognised by the Centre that employees require an acceptable level of competence to perform their tasks.

- 4.4. **Checking Portable Electrical Equipment**
The Managing Director or external contractor will carry out testing and compile and maintain the register of all Portable Electrical Equipment.
- 4.5. **Visitors/ Contractors on site.**
All visitors/contractors must report to reception and sign in/out. They will be issued with a visitor's badge which they are required to wear visibly whilst on the premises.
- 4.5.1 All contractors entering the building or working on the premises will be the responsibility of the the Managing Director and will be subject to the Code of Conduct (see appendix 1).
- 4.6 **Arrangements for Safety Representatives.**
- 4.6.1 Any specific requirements which require immediate action will be taken after consultation with the Managing Director
- 4.6.2 **Student activities/Excursions**
Procedures for activities and excursions are located in Reception. Activities or excursions which fall outside the scope of these documents will be discussed in-house and appropriate procedures put in place.
- 4.7 **Emergency Procedures**
In the event of accidents, fire, explosions or spillages, the Managing Director must be informed. Dependent on the type of accident, the appropriate authorities or outside contractor will be contacted. Accidents should be recorded in the Accident Book held at Reception.
- 4.8 **Work Experience**
The Managing Director will monitor work placements and will provide a risk assessment and brief induction.
- 4.9 **Use of premises out of hours**
Hirers of the premises should comply, as far as reasonably possible with the instructions contained within this statement of policy summarised in the code of conduct (see appendix 2). Hirers will be afford eg the opportunity of reading this document. Third party insurance is mandatory to all hirers.

APPENDIX 1 – CONTRACTORS’ CODE OF CONDUCT

GENERAL

It is a condition of entry to the premises that the contractor shall observe this Code of Conduct together with any directives in connection therewith which may be issued by an authorised member of the staff. It is the responsibility of the contractor to ensure that his employees, sub contractors and representatives are made aware of and comply with the code.

CODE OF CONDUCT

1. The Contractor shall comply in all respects with the requirements of the Health and Safety at Work Act 1974 whilst on the premises, including:
2. The Contractor shall comply in all respects with the requirements of the Control of Substances Hazardous to Health Regulations.
3. Where applicable the contractor will comply with the requirements of the Construction (Design and Management) Regulations.
4. The Contractor shall provide and maintain appropriate insurance cover for the execution of the works.
5. The contractor shall only be permitted access to the site of works in the manner laid down in the contract or order placed. Where access is not defined in such a manner, the contractor shall observe any directives by an authorised member of staff in this respect. Unless otherwise agreed, all Contractors’ representatives shall upon arrival report to the reception and book in.
6. The Contractor shall ensure his operatives are restricted to pre-agreed working areas and access routes. All operatives or other persons engaged by the contractor shall carry a pre agreed form of identification which shall be presented upon request to any member of staff.
7. The contractor will undertake his activities in such a manner as to cause no disruption to the centre’s activities. Pre-agreed working arrangements including working hours shall be observed at all times.
8. The Contractor shall maintain his work areas in a clean and tidy manner at all times. Waste should be removed on a regular basis and in a manner which complies with statutory requirements.
9. Whilst upon the premises, all contractors vehicles shall observe parking restrictions. No vehicles shall be permitted to wait in a position where it is likely to cause an obstruction or safety hazard.
10. The Contractor shall take necessary measures to ensure that all safety hazards, such as excavations, scaffolding, building materials, plant and equipment and the like are avoided, or adequately safeguarded.
11. The Centre only permits smoking in designated areas outside the buildings.
12. The Contractor shall not cause any breaches to the security arrangements of the Centre. Where temporary breaches may be necessary alternative arrangements shall be agreed with the Centre in advance of such works.
13. The Contractor shall be responsible for the safe keeping of plant, materials and equipment owned by him or his employees, sub-contractors or representatives.
14. The Centre reserves the right to suspend or postpone any contractor whose works are deemed to be causing disruption to teaching or to request the removal of any operative who acts in an unreasonable or irresponsible manner.

APPENDIX 2 – HIRER’S CODE OF CONDUCT

1. When the premises are used for the purpose not under the direction of the Managing Director then the person in charge while these premises are in use will have the responsibility for safe practices as indicated in this document.
 2. The Managing Director will seek to ensure that the hirers, contractors and others who use the property conduct themselves and carry out their operations in such a manner that all statutory and advisory safety requirements are met at all times.
 3. When the premises or facilities are being used out of normal working hours by a CESC employee, they will be treated as a hirer and comply with the requirements of this section.
 4. When the premises are hired to persons outside the employ of the Directors the Hirer has the following individual responsibility, as well as ensuring that all persons brought onto the premises by the Hirer are aware of their individual responsibilities:
 - Comply with all instructions given by a responsible member of CESC staff.
 - Report any potential dangerous incidents or accidents to CESC.
 - Familiarise themselves with the location of fire fighting equipment, alarm points and escape routes, together with fire procedures.
 - To take reasonable care for Health and Safety of themselves and/or other persons who may be affected by their actions or omissions.
 - To co-operate with any member of the Centre’s staff so far as it is necessary to comply with statutory requirements.
- A copy of these regulations shall be brought to the attention of the Hirer as soon as possible.**

APPENDIX 3

REGULATIONS FOR THE HIRE OF THE PREMISES

DEFINITIONS

“CESC” Shall mean Colchester English Study Centre

“HIRER” Shall mean the person who hires the whole or part of Colchester English Study Centre situated at 19 Lexden Road Colchester.

(1) Applications

All application for the hire of the premises must be made to the Managing Director in writing. CESC reserves 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 hiring was made. Such person shall be responsible for the payment of any fees payable in respect of the conditions and stipulation herein contained, and on the application for the part of the Hirer to be observed and performed.

(3) Limitations of Hiring

The Managing Director reserves the right to decline an application to hire the Premises or any part thereof without giving any reason.

(4) Right of Entry

Authorised staff of CESC reserve the right to enter the Premises at all times on producing evidence of their identity. Access must also be given to Police Officers and Environmental and Consumer Service Officers if the Premises are in use for a licensed event.

(5) Cancellation of Hiring

CESC reserves the right to cancel any hiring, without notice, where it considers it necessary for any cause outside its control. In the event of any hiring being cancelled by CESC, the amount of any fee payable will be refunded to the hire, but CESC will not be held liable or require to pay compensation for any loss sustained as a result of, or in any way arising out of, the cancellation of hiring.

(6) Preservation of Order and Reparation of Damage

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 CESC property in consequence of hiring, or which would not have been done if the hiring had not taken place. The Hirer will ensure that the use of the premises does not cause a nuisance to local inhabitants. 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 being caused, CESC may make it good, and the hirer by the acceptance of the hiring subject to these regulations, will be deemed to have undertaken to pay the cost of such reparation.

(7) CESC REPRESENTATIVE

CESC has the right to terminate the use of the Premises immediately if circumstances reasonably demand. A CESC representative, or other duly authorised persons of the local authority or Police will also have the right to control the volume of sound caused by musical equipment. In the event of a hire contract being terminated because of failure to comply with any of these conditions, all sums paid by the Hirer will be retained. CESC reserves the right not to accept any further requests from the Hirer to hire the Premises.

(8) Care of the Premises

No nails, tacks, screws etc. shall be driven into the walls, floors, ceilings, furniture or fittings of the Premises, nor shall notices or bills be displayed without express permission of CESC. No blu-tak will be used to stick materials to the walls.

(9) Alcohol

No alcohol shall be consumed on the Premises without the express permission of the Managing Director. In addition, no alcohol shall be sold on the premises unless an Occasional Licence has been obtained from the local Licensing Justices. The Hirer must give sufficient notice for these procedures to be followed and if approved, the Hirer will be responsible for the opening and closing of any bar as required by the conditions of

the Licence (an Occasional Licence is not required for the supply of or consumption of alcohol, providing that it is supplied free of charge. The use of tokens or tickets for purchasing alcohol is not permissible).

(10) Catering Services

The Hirer will take such steps as may be necessary to ensure that the caterers, or any other persons supplying or serving refreshments or decorations etc., remove from the Premises all their property on the day of hire unless otherwise agreed. If the Premises kitchen is used by the Hirer for catering it must be left in the same condition as at the start of hire.

(11) Furniture and Equipment

Furniture and equipment shall not be removed or moved except by prior arrangement.

(12) Alteration

Any alterations or additions to the Premises (e.g. to lighting or electrical heating systems) is strictly forbidden, except without permission by the Managing Director.

(13) FEES AND CHARGES

- a) The Hirer may be asked in addition to paying charges appropriate to the hiring, such an amount by way of a deposit. 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.
- b) CESC 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) CESC also reserves the right to refuse to accept payment by cheque.

(14) PROVISIONAL BOOKINGS

Provisional bookings will be reserved for 7 days from receipt of the provisional booking.

(15) INDEMNITY

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

(16) HYPNOTISM

No person shall give exhibition, demonstration or performance of hypnotism on any living person at

or in connection with an entertainment to which the public are admitted, whether on payment or otherwise, in the premises.

(17) LOSS OF PROPERTY

CESC will not be responsible for any loss or damage to property, injury to persons or any other claims sustained during the period of hire, except insofar as any loss maybe caused by, or claim result from, any act or default of CESC or of an employee of CESC acting in the performance of their duty.

(18) CARS

CESC accepts no liability for the loss or damage to cars parked on the premises.

(19) Public Liability Insurance

The Hirer must ensure that they have arranged adequate Public Liability Cover Insurance. This insurance cover should be wide enough not only to protect the Hirer's own liability to protect the people it invites onto the premises, but also to protect them against legal action either by CESC or its property insurers, in respect of any damage done to the buildings and/or contents by Hirer or anyone they allow onto the premises. (This extension to public liability policy is known as "Damage to Leased and Rented Premises").