



# Winterton Community Academy

## Conditions of Hire of Facilities

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### Introduction

- 1.1. The hiring of facilities is permitted only on the conditions outlined in the following conditions. Acceptance of the hire agreement is deemed acceptance of these conditions
- 1.2. The Hirer (person or body to whom the hire is granted) shall be responsible for compliance with the conditions of hire.
- 1.3. Applications for hire of premises should normally be made a minimum of 3 weeks in advance. Reservations for dates exceeding 12 months in advance will not be accepted, except for special events requiring extensive planning & preparation.
- 1.4. The Hirer shall satisfy himself that the facilities hired are suitable for his purposes.
- 1.5. The use of the facilities must not interfere with the proper working of the academy. The Hirer accepts that they will not have exclusive use of the site.
- 1.6. Winterton Community Academy is committed to safeguarding and promoting the welfare of children. As a Hirer, it is your responsibility to ensure you have robust safeguarding procedures in place with regards to your members, including checks for any criminal convictions or cautions (Disclosure Barring Service checks).
- 1.7. The Hirer is responsible for ensuring that any photographs or videos involving children are only taken and used with prior consent of the child's parent/guardian.
- 1.8. Winterton Community Academy is a non-smoking site, including all outside areas, at all times.
- 1.9. No dogs are allowed on site except guide/assistance dogs.
- 1.1.1. The Hirer is responsible for collecting and disposing of any litter prior to leaving the site.

### Hirer's Responsibilities

- 2.1. The Hirer is responsible for the safe guarding and safe keeping of all items belonging to the Hirer, its guests or parties engaged by it. The academy accepts no responsibility for such items.

- 2.2 The Hirer is responsible for leaving rooms, entrance areas, toilets/showers and equipment in a satisfactory state.
- 2.3 The Hirer is expected to have Public Liability Insurance. A copy of the insurance certificate should be provided to the academy at the point of booking. Bookings made without production of a valid insurance certificate will not be finalised until a valid insurance certificate is received.
- 2.4 All statutory requirements, including those relating to health and safety and public entertainments, must be strictly fulfilled by the hirer. Film, music, dancing, indoor sports events and stage events may be considered to be regulated entertainment and, as such, are licensable activities which require authorisation from the local Licensing Authority and obtaining the appropriate Premises Licence. The Hirer must comply with any conditions attached to that licence as informed by the academy.
- 2.5 The Hirer shall ensure that the number of persons using the premises does not exceed that for which the application was made and approved.
- 2.6 The Hirer shall be responsible for ensuring good order for the full duration of the letting until the premises are vacated. The Hirer shall, at all times, provide an adequate number of supervisors for any activity and those supervisors shall be present throughout the hiring period. The Hirer shall be liable for damage caused by unruly or inappropriate behavior. Car Parking is permitted in designated areas, subject to availability. If a letting requires the use of the car park area, the gates to the car park must be supervised at all times, or locked after entrance to the site has been achieved. No parking may take place on any grass areas. For the benefit of all our customers and local residents we would ask that you do not use abusive language whilst at the facility.
- 2.7 It is the Hirer's responsibility to ensure that all those attending are made aware of their responsibilities and the Hirer's insurance arrangements.
- 2.8 Hirers shall familiarise themselves with the emergency evacuation procedures in the event of a fire, bomb warning or threat to safety. The Hirer is responsible for ensuring that persons attending are made aware of the evacuation procedures. Fire and all other exits must be kept clear at all times.
- 2.9 The Hirer may not assign or sub-let the hire of the academy.

### **Gymnasium & Sports Hall**

- 3.1 No food should be consumed in the gymnasium or sports hall without prior agreement.
- 3.2 Only suitable footwear should be worn (no stiletto heels), only non-marking soled trainers are allowed in the Sports Hall.
- 3.3 No academy equipment may be used without prior consent. Gymnastic equipment may only be used when an adult with recognised qualifications for the proposed activity is personally supervising at all times. For safety reasons, a suitably qualified,

in the proposed activity, adult should be supervising all activities with young children.

### **Outside Areas and Sports Pitches**

- 4.1. The Hirer is expected to protect the condition of all sports pitches. Training/fixtures should not occur during inclement weather conditions, the Hirer is expected to act in such a way that no damage occurs
- 4.2. No training/fixtures may be played on water logged pitches.
- 4.3. The Hirer is responsible for ensuring that use of the facilities is restricted to only those that have been hired. Sand pits and tennis courts are out of bounds except by prior arrangement, for special events.
- 4.4. Sports Pitches and hard court games areas can be hired, together with access to toilets and changing facilities. The Hirer shall not have access to any other areas.
- 4.5. The grass sports and hard court pitches shall be marked out for that sport. No additional marks shall be made without prior consent.
- 4.6. The grass sports pitches shall have a limited playing capacity. The school reserves the right to restrict use of the grass sports pitch to protect it during inclement weather; when damaged or under repair; when water logged or to fit in with the academy curriculum/demands.

### **Storage & Hirer's Property**

- 5.1. Storage facilities cannot normally be provided. When Hirers are permitted to leave equipment on the premises, they do so entirely at their own risk.
- 5.2. Apparatus may be brought on to the premises at the Hirer's own risk. Hirer's shall not bring on to the premises any article of inflammable or explosive nature, nor article that produces an offensive smell, or any other article of a dangerous nature.
- 5.3. Any electrical equipment owned and used by the hirer, within academy buildings must be Portable Appliance Test (P.A.T.) certified and re-tested annually.
- 5.4. Hirer's own equipment must be suitable for use on a multi-sport surface, for more information and guidance please contact Sally Baker, Finance Assistant. In may be that floor protection mats may be required under equipment.

### **Fabric and Fittings**

- 6.1. The fabric and fittings (including electrical and heating installations) shall not be altered in anyway. Only authorized persons shall use steps or ladders. No screws, nails shall be driven in to floors, walls, ceilings, furniture or fittings. Taped markings (such as masking tape) are not permitted. The schools' equipment (other than chairs mentioned in hire arrangements) shall not be moved without prior consent. The Hirer shall, at the end of the period of hire, return all equipment to the correct place of storage/previous position, prior to leaving the site.

- 6.2. No use may be made of apparatus such as stage fittings, piano's etc, without specific permission, obtained in advance from the head teacher. The Hirer shall at the end of the hire period, return all apparatus to the correct place.

### **Alcohol**

- 7.1. In no circumstances shall alcoholic drinks be available at any function without prior consent. Applications must be made in writing to the Head Teacher at the time the hirer applies for use of the premises. Permission will only be granted in exceptional circumstances. If permission is obtained for the sale of alcoholic drinks, it will be the responsibility of the Hirer to ensure that a Temporary Event Notice is obtained from the local Licensing Authority. The Hirer agrees to comply with all conditions and limitations attached to the Temporary Event Notice.

### **Gambling**

- 8.1. The premises may not be used for games of chance, other than Bingo.

### **Cancellation by the Academy/Governors**

- 9.1. The academy reserve the right to cancel any hiring without notice if:-
- (i) The facilities, due to circumstances outside of their control, be unavailable for the hire period
  - (ii) The Hirer has failed to disclose material information concerning the proposed hiring
  - (iii) There are reasonable grounds to conclude that the Conditions of Hire may have been breached to a material extent

In the event of (i) all hiring fees will be refunded to the Hirer, but the academy shall have no further liability to the Hirer. In the event of (ii) and (iii) any refund of hiring fees shall be at the discretion of the academy.

- 9.2. The academy reserve the right to refuse admission, or to evict, any person from the site.

### **Cancellation by the Hirer**

- 10.1 The Hirer should give at least 3 weeks notice, except in exceptional circumstances, of any cancellation to the Finance department at the academy. The academy reserve the right to pass on to the hirer any unavoidable costs or to impose a cancellation charge.



