

**2023-2024 LETTINGS POLICY &
FACILITY HIRE & COMMUNITY USE
TERMS & CONDITIONS**



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Please take time to read the details enclosed within this document.
Thank you.

LETTINGS POLICY

1. ADOPTION

The Trustees at LiFE Multi-Academy trust have adopted the lettings policy set out below.

2. INTRODUCTION

The Trustees will make every reasonable effort to ensure that LiFE MAT school buildings and grounds are available for community use. However, the overriding aim of the Trustees is to support the school in providing the best possible education for its pupils. Any lettings of the premises to outside organisations will be considered with this in mind.

2.1 DEFINITION OF A LETTING

A letting may be defined as 'any use of the school premises by either a community group or a commercial organisation', regardless of whether a letting fee is charged. It must not interfere with the primary activity of the school, which is to provide a high standard of education for all its pupils.

2.2. CATEGORIES AND PRIORITIES OF LETTINGS

There are three categories of user who will be prioritised in this order.

1. Educational/statutory user (of direct benefit to the school).
2. Community/voluntary user.
3. Commercial/private user.

2.3 CHARGES FOR A LETTING

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** – This covers the heating and lighting of all applicable facilities.
- d) Administration charge** – This reflects the admin time and cost involved in booking hirings, collecting income, and dealing with any queries.

The figures 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.

Charges for the use of the facilities are reviewed and approved by LiFE MAT Trustees on an annual basis. To ensure you receive value for money all charges are benchmarked with other local facilities and similar facilities within the LiFE Multi-Academy Trust. At least a 3% increase will be applied to charges each year from the 1st September to cover costs, for more information please refer to the LiFE MAT Lettings Charging Policy found in Appendix A.

3 USE OF THE SCHOOL

The Trustees have the right to refuse an application for hire and no letting should be regarded as 'booked' until approval has been confirmed via email. No public announcement of any activity or function taking place should be made by the organisation concerned until the booking has been confirmed via email.

4 SAFEGUARDING

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 safeguarding 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 DBS checks have been carried out on all persons and to review safeguarding 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.

The hirer confirms that, should any safeguarding concerns present themselves during the hire of the school premises, they will contact DSL@ashbyschool.org.uk as soon as reasonably practicable.

DBS numbers must be entered in the relevant section on School Hire.

5 STATUTORY USE OF PREMISES

The free use of the school is allowed by statute for certain purposes, which means that the premises charge cannot 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

FACILITY HIRE & COMMUNITY USE TERMS & CONDITIONS

Welcome and thank you for interest in hiring our facilities. Please find enclosed important information pertaining to your booking and the conditions of use of the facilities here.

It is important that you read all of the information carefully and bring it to the attention of your group and committee. Acceptance of the Conditions of Facilities Hire at the time of booking reaffirms your acceptance of all the conditions of hire including health and safety matters, insurance cover and payment information.

1. STATUS OF THE HIRER

Lettings will not be made to persons under the age of 18, or to any organisation or group without an equal opportunities policy or with an unlawful or extremist background. In accordance with the Equalities Act 2010 hirers will not be discriminated against because of his/her/their sexual orientation.

The school will not affiliate to groups or members with racist aims, and will cancel any bookings if in its opinion the group or any of its members have racist aims, regardless of the stated reason for the hire. In such event the school shall incur no liability whatsoever to the hirer.

The premises shall not be hired to the following organisations:

The National Front
The New National Front
The British Movement
The League of St. George
Column 88
The British Democratic Party
The British National Party

The school maintains a log of racist incidents. If such an incident occurs during your hire it must be reported immediately to the Premises Officer on duty. Failure to do so will jeopardise your future use of the school's facilities.

The Group must not do or allow anyone attending their hiring to do anything on the premises which is or may become a nuisance to the Trustees, the school or other user groups or occupiers of adjoining areas. The Group shall be responsible for requiring any person causing such a nuisance to leave the premises.

The letting agreement is personal to the hirer only, and nothing in it is intended to have the effect of giving exclusive possession of any part of the school to them or of creating any tenancy between the school and the hirer.

2. CRIMINAL RECORD BUREAU (DBS) CHECKS

It may be necessary for the hirer to undergo a criminal records check via the Disclosure and Barring Service (DBS). If a particular letting involves contact with children and young people, it is the responsibility of the hirer, as advised by the Head teacher, to ensure that they have complied with the DBS Code of Practise.

When there is a requirement for DBS checks to be undertaken, the hirer must keep appropriate records in line with the DBS Code of Practise and report to the school any safeguarding concerns which may arise.

The hirer will be required to provide evidence that DBS checks have been carried out on request. DBS numbers must be entered in the relevant section on the school's SchoolHire webpage.

3. INDEMNITY AND CONDITIONS OF HIRE – APPLICABLE TO ALL LETTINGS

The school aims so far as is reasonably practical, to ensure the health, safety and welfare of all its members and guests, however, user groups shall be held responsible for all damages, losses, claims and costs arising out of the premises. Hirers shall indemnify the Trustees of the LiFE Multi-Academy Trust for any claims arising from accidents whether fatal or otherwise to any employee or agent of the Academy and to any member of the public and to any third parties, caused as a result of the usage, except where due to the negligence of the school, its servants or agents. Members should have insurance cover for public liability and loss or damage to premises and equipment. Personal or "group" belongings are not covered by the Life MAT's Public Liability Insurance.

The hirer is reminded that the school **cannot accept responsibility** for damage to vehicles on site. All vehicles are parked at the owner's own risk and no responsibility is taken for their contents. No responsibility is taken for user groups whilst driving on the premises. Drivers must observe the direction signs and not exceed the stated speed limit. Care must be taken not to block access for emergency vehicles or that would prevent another vehicle from moving. **Do not park on grass areas unless designated.** Please use parking spaces sensibly and do not block the movement of other cars. **NB. DISABLED PARKING.** Please make sure the designated area is reserved for disabled parking **only.**

Groups are required to have adequate Public Liability Insurance supplied by a reputable provider in place for the use of these premises for the purpose of their hiring in respect of public and other liabilities and for any loss or damage they or any person for whom they are responsible may cause to the premises or school equipment. **Hirers to submit Public Liability Insurance details as requested at the time of the booking with minimum cover of £5,000,000.**

It is the hirer's responsibility to ensure that all those attending are made aware of the fact that they do so in all respects at their own risk. It is strongly recommended that there are at least two nominated **mobile phone users in case of an emergency.**

4. STATUTORY REQUIREMENTS

The hirer must not do or permit any act, matter or thing which would, or might, constitute an illegal or immoral activity affecting the school premises or which would, or might, vitiate in whole or in part any insurance affected in respect of the premises from time to time.

5. THE LAW, LICENSES AND PERMISSIONS

Nothing shall be done on, or in relation to, the premises in contravention of the law relating to betting, gaming and lotteries, and the persons or organisations responsible for functions held in the premises shall ensure that the requirements of the relevant legislation are strictly observed.

Each user group must indemnify the Trustees of LiFE MAT against the consequences of any unauthorised performance or a copyright work during the period of their hire, and will obtain any licences and complete any returns required by the Performing Rights Society, the Copyright Licensing Agency Limited and all other similar bodies.

The hirer shall be responsible for entering a copy of any obtained licenses or permission documents on to the School Hire booking system.

Permission or license must be obtained from the copyright owner, the owner of the sound recordings (if appropriate) and the publisher for any public performance of music, musicals, operas, or stage plays. The borrowing of music scores or plays from a local library does not constitute permission to perform.

Regulated entertainment, public music, singing and dancing can only take place on premises which have a Premise's License authorising entertainment, or by applying for a Temporary Event Notice.

Hirers are reminded that it is illegal to photocopy music or plays without the express permission in writing of the copyright holder except in certain circumstances. Any infringement of this is liable to prosecution.

The hirer shall indemnify the governors against all sums of money which the governors may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

In advertising the activities of the group through any source, Groups cannot imply through their advertising material that the school is co-ordinating or endorsing the activity. The school will share details of groups who hire space at the school through its own appropriate media.

The Group must not use the premises for any auction sale, trade, business or manufacture without the written agreement of the Trustees or for any illegal or immoral act or purpose and the Directors reserve the right to cancel with immediate effect any future bookings in such circumstance.

6. PUBLIC SAFETY

Under UK legislation all facility users have a responsibility for observing the various acts and regulations relating to health & safety. Further information can be found in the school's Health & Safety Policy, a copy of which is available for inspection. On request. All who use the school's facilities have a legal obligation to exercise 'due care' in relation to other users.

All conditions attached to the granting of the license, stage play or other licenses and the school's health and safety policy shall be strictly observed. Nothing shall be done which will endanger the users of the building, or invalidate the policies of insurance relating to it and its contents. In particular:

- a) Obstructions must not be placed in gangways or exits, nor in front of emergency exits, which must be available for free public access and exit at all times
- b) Fire – fighting apparatus shall be kept in its proper place and only used for its intended purpose
- c) The fire brigade shall be called to any outbreak of fire, however slight, and details of the occurrence shall be given to the Head teacher
- d) The hirer is responsible for familiarising his/herself with the procedure for evacuation of the premises, the escape routes, assembly points, and shall be familiar with the fire-fighting equipment available
- e) Performances involving danger to the public shall not be permitted
- f) Highly flammable substances shall not be brought into, or used in any part of the premises, however, the use of pyrotechnics within theatre shows may be permitted subject to written approval by a member of school staff/the Governing Body. No internal decorations of a combustible nature (e.g. polystyrene, cotton, hay, etc.) shall be undertaken or erected without the consent of the Governing Body
- g) No unauthorised heating appliances shall be used on the premises
- h) All electrical equipment brought into the building shall be subject to regular PAT testing and certification provided in evidence. The intention to use any electrical equipment must be notified on the hire application form. The Governing Body disclaim all responsibility for all claims and costs arising out of or in any way relating to such equipment
- i) Adequate supervision must be provided to maintain order and good conduct, and, where applicable, the hirer must adhere to the correct adult/pupil ratios at all times when these are specified for particular activities, e.g by national governing bodies of sports, scouts etc.

7. CLOSURES

Any closures due to the weather conditions will be announced on local radio and closures will be total, covering both **DAYTIME** and **EVENING** activities. There may be occasion during the year, in addition to that mentioned above, when the premises may not be available to hire – for example, open evenings/days, exams or during building/repair work. On such occasion the school will make every effort to inform groups in good time. However, if any part of the premises is rendered unfit or become unavailable due to unforeseen circumstances or are required for school purposes, there shall be no liability to the school other than to refund any hire fee for the cancelled hiring.

8. THE HIRER'S RESPONSIBILITIES

The hirer must inform the school of any fault, damage or other problems with the premises or equipment encountered during the letting.

No part of the premises is to be used otherwise than for the purpose of the premises requested.

The hirer shall not sub-let the premises, underlet or share possession with any other parties.

No gratuities of any kind should be given to any school staff.

Suitably qualified first aiders are present during the period of hire.

8.1 SITE VISIT

It is the group's responsibility (or a member of your user group) to visit the premises prior to your first session to establish a basic risk assessment (fire exits, facility layout etc.). The visit should, if possible, coincide with the time of your session so your group will be able to assess who will be on site to deal with any problems, should they arise.

Should any participants have any accessibility needs please make the school aware of any support measures that need providing.

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 your own mobile phone).
- How to contact the onsite duty officer
- Location of First Aid Kit.

- Toilet access.
- Drinking water access.
- Entrance and Exit access and security systems.

8.2 FIRE PROCEDURE

In accordance with the premises fire evacuation plan, you will be required to:

- Keep a register of people in your group.
- 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 those less mobile i.e. the wheelchair bound, the elderly or those with frames etc. from the building or to the fire refuge point.
- Know and share with other users the evacuation assembly points.

In the event of a fire, the alarm will sound (continuous ring). The premises must be evacuated immediately via the nearest fire exit and the group should make their way to the nearest assembly point. Please await further instructions from the duty officer. For your own safety please do not re-enter the building until you have been instructed to do so.

8.3 RISK ASSESSMENT (*To be provided at time of booking*)

As a hirer of the facilities you will be required to provide a copy of your risk assessment detailing how you will be operating within the guidelines provided by the Government and/or your governing body for your activity. You must ensure the legality and competency of person(s) carrying out those activities and using the equipment (including sub-contractors). Your risk assessment will need to be approved prior to you commencing your letting period and will be kept on file for future reference. You should keep us informed of any updates to this document as guidelines change.

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 risk assessment at the time of your booking.

The Group shall ensure that the number of persons attending their group 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.

8.4 TEMPORARY EVENT NOTICE

You may need to apply for a temporary event notice (TEN) if you wish to carry out licensable activities on a temporary basis at the school. This could be an occasional or one-off event at unlicensed premises. It could also be a licensable activity which is not included in the terms of an existing premises licence: for example, a bar staying open later than usual.

Licensable activities are:

- Sale of alcohol
- Serving alcohol to members of a private club
- Providing entertainment such as music, dancing or indoor sporting events (known as regulated entertainment)
- Serving hot food or drink between 11pm and 5am

Temporary event notices are available through the Local Authority.

Please discuss your requirements with the school first before proceeding with any arrangements.

8.5 FACILITIES

The school 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 duty staff so that the issue can be rectified as soon as possible.

The hirer will appreciate the difficulty of securing the whole school site. It is extremely difficult to patrol the whole site and prevent unwanted visitors. Please do not leave valuables unattended anywhere on site. Avoid confrontation if you observe intruders, and report to a member of the Site Team. Similarly, report any incident of vandalism.

Please be aware that CCTV cameras are in operation across the site.

Emergency exits should only be used in an emergency.

8.6 BOOKED TIME

The booked time includes setting up and tidying away of equipment. Additional charges will be made if the time booked is exceeded. Consideration must be given to other hirers waiting to commence their session.

8.7 ACCIDENTS / FIRST AID

The hirer must ensure that any accidents during the period of hire must be recorded with staff on duty (even in the case of unattended lettings).

- At least one member of your user group to be a qualified first-aider.

- It is the group's responsibility to bring their own first aid kit and supplies to attend to any minor injuries, e.g. cuts, bleeding, bruising.
- It is your responsibility to have a nominated mobile phone user within the group who has the emergency contact numbers for all members and brings a mobile phone to all sessions.
- It is the group's responsibility that all physical activity and sport follows the accepted and current government and National Governing body guidelines.
- The hirer must notify the on duty Premises Officer at the first opportunity in the event of a serious accident and then complete the school's online accident form. For other minor accidents or incidents, it is advisable to notify the on duty Premises Officer. If required, first aid supplies can be obtained during office opening hours. A wheelchair is also available during office hours or can be accessed by contacting a member of the Premises Team.

8.8 SAFEGUARDING & CHILD PROTECTION

The hirer shall ensure that where a hiring involves activities aimed predominantly at children, that 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 Disclosure and Barring Service checks. The School reserves the right to require the hirer to produce evidence that enhanced DBS 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 booking. If for any reason the school is not satisfied, then the school reserves the right to reject/cancel the letting.

By agreeing to the Terms & Conditions of facility hire and community use you are indicating that you are compliant with the necessary regulations that state you should not knowingly be employing individuals that are disqualified under the Childcare Act 2006 (***DfE Statutory guidance for local authorities, maintained schools, independent schools, academies and free schools- August 2018***). The arrangements set out in the guidance are additional to the arrangements in place to safeguard and promote the welfare of all children set out in ***Keeping Children Safe in Education***, the ***Early Years Foundation Stage 2020*** and in ***Working Together to Safeguard Children 2018***

Children/students under the age of 18 years MUST be supervised/chaperoned at ALL times and must NOT wander the college in bare feet. Children and adults must remain within the areas booked as part of the letting and not roam around buildings or the outside areas.

No film or video shall be shown or taken within the facilities without the school's prior consent.

If working with under 18s or vulnerable adults, you will need to confirm that all volunteers/staff have undergone appropriate DBS checks and **upload a copy of your safeguarding policy.**

You will also need to **upload evidence that all staff/coaches are appropriately qualified and that qualifications are up to date.**

8.9 INTOXICATING LIQUOR

The Licensing Act 2003 now controls the sale and supply of alcohol. No intoxicating liquors are permitted to be bought, sold or consumed on any part of the premises without the permission in writing of the head teacher/governing body. Written consent must also be obtained from the headteacher/governing body prior to seeking any Temporary Event Notice (TEN) for the sale of alcoholic liquor from the local Licensing Authority, and enter the documentation onto the School Hire booking system. All evidence of intoxicating liquor must be removed from the premises at the end of the letting.

8.10 SMOKING

SMOKING (INCLUDING THE USE OF E-CIGARETTES) IS NOT PERMITTED WITHIN THE SITE, THIS INCLUDES ALL BUILDINGS AND OUTSIDE AREAS WITHIN THE PERIMETER FENCING.

User groups must not have any open fires or flames.

8.11 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. This should be incorporated within its general 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 - <https://www.hse.gov.uk/toolbox/fire.htm>

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. As stated above this should be included within its general risk assessment using the template provided.

8.12 FIRE AND EVACUATION PROCEDURES

In case of fire or evacuation, **the signal is a continuous siren**. If during the time of your letting the siren sounds, members should make their way to the fire assembly point via the safest signed emergency route. No one will be allowed back into the building until they have received permission from the Premises Officer on duty or the fire service. The Group needs to check their register and if anyone is missing bring it to the attention of school staff/fire service on duty. Please make your members familiar with the nearest fire exit from your facility area(s).

NB. SWIMMING POOL USERS - There are emergency blankets for users leaving the pool during an evacuation, these should be issued by the lifeguard on duty.

Upon booking you agree to demonstrate to your group(s) the fire exits and advise on a safe meeting point at the front of the college in the event of a fire/evacuation.

All groups must at all times comply with the wishes of the Premises Officer on duty.

8.13 EQUIPMENT

It is the responsibility of the hirer to ensure that their instructors/ leaders have been fully trained in the use of any equipment to be used during the letting. Hirers must return any equipment and facilities loaned to them in the condition found.

Interference or introduction of any equipment, electrical or otherwise is not permissible. Interference with any fixed installation or removal of any fire and safety notices or equipment is not permissible. Any damage caused to rooms or equipment used must be reported to the duty Premises Officer/Theatre Technician. Charges for repair or replacement will be passed on to the hirer.

The Group shall ensure that any electrical appliances brought onto the premises and used, shall be in safe working order, be used in a safe manner and has been tested in accordance with current safety portable appliance testing requirements, with a successful PAT test in the last 12 months – please see <https://surreyfire.co.uk/pat-testing-explained/> for more information.

8.14 FURNITURE AND FITTINGS

Furniture and fittings shall not be removed or interfered with in any way. Nor shall they be rearranged except by prior agreement and will be subject to reinstatement at the end of each session of use. No fittings or decorating of any kind necessitating drilling, or the fixing of nails or screws into fixtures which are part of the school fabric, is permitted. In the event of any damage to premises or property arising from the letting, the hirer shall pay the cost of any repair required.

8.15 FLOORS

Hall floors are used by children for physical education and no substance is to be applied to floors to prepare them for dancing or any other activity. No footwear liable to damage floors may be worn in school buildings. If activities involve outdoor use, participants should ensure footwear is cleaned before re-entering the building. Any spillages or any damage to the floors must be reported to the Premises Officer on duty as soon as possible.

8.16 FOOD AND DRINK

No food and drink may be prepared or consumed on the property without the direct permission of the school in line with current food hygiene regulations.

8.17 DISPOSAL OF WASTE

The hirer must comply with the school's arrangements for disposal of any rubbish or waste materials.

8.18 ANIMALS

Except in the case of trained guide dogs for the blind and hearing dogs for the deaf, animals shall not be permitted on the school premises. This also includes birds.

8.19 CAR PARKING

Cars shall not be parked so as to cause an obstruction at the entrance to, or exits from, the school. In particular, the Hirer must ensure that access to the school by emergency vehicles is not obstructed or delayed. Where parking accommodation is available, this must be used, and users of the school should avoid undue noise on arrival and departure.

The school car park will be locked at the end of the evening all evening users must vacate the car park promptly after their booking to avoid being locked in the car park. Site teams will not return to unlock cars after car park gates have been locked at the end of the evening.

8.20 TOILET FACILITIES

Access to the designated school's toilet facilities is included as part of the letting arrangements.

8.21 RIGHT OF ACCESS

The Governing Body reserves the right of access to the premises during the letting for emergency or monitoring purposes.

8.22 VACATION OF PREMISES

The hirer shall ensure that the premises are vacated promptly at the end of the letting session. The hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult.

9.0 CATERING FACILITIES

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

- a. Access to the kitchen will only be through the school contact, who is responsible for the locking and unlocking of the kitchen.
- b. Use of kitchen equipment is not readily available, however, prior arrangements can be made.
- c. 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.
- d. 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.
- e. The County Council operates a 'Nut Free' policy. The hirer will not allow the use of any form of nuts in the foods they produce.
- f. The County Council 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.
- g. Food storage rooms will be locked up and access will not be available.
- h. The use of the caterer's fridge and freezers will not be allowed and the hirer must consider other alternatives.
- i. Cleaning materials and textiles are not available and must be provided by the hirer.
- j. 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.
- k. In the event of the dining tables and chairs being used the hirer will be responsible for their cleaning and sanitation.
- l. 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.
- m. 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.
- n. In the event of any missing kitchen equipment, a charge will be made to the hirer by the school.

Use of the school's catering facilities and equipment is only allowed with a member of the school's catering staff present during the period of hire. This member of staff will be paid at an appropriate rate and the cost will be added to the hire charge. This member of staff will not be expected to carry out any work for the hirer.

The hirer should submit guidelines for exercising due diligence regarding Food Hygiene Legislation. Only approved catering equipment is allowed, and care must be taken to not overload the sockets.

10.0 SPORTS FACILITIES

Only suitably qualified and approved coaches shall be allowed to run specialist sports activities.

Hirers of the outside facilities, e.g. floodlit pitches/courts, grass areas, multi-use games areas are requested to be conscious of our neighbours ensuring that ball games are always played within the boundaries of the facilities hired. All user groups must clearly mark all their sports balls and register the mark with the school or with the Premises Officer on duty.

The School is a considerate neighbour and the use of inappropriate language will not be tolerated while using the facilities or on school premises.

The hirer is responsible for all damages, losses, claims and costs arising out of their use of the premises including any damages to neighbouring properties as a result of negligent behaviour.

Inclement weather may prohibit use of outdoor facilities, in such cases we will endeavour to advise you as early as possible, but please, for the safety of your group, do not use facilities when they are covered in snow or ice. Goals and equipment should be moved in a manner that does not cause damage to the pitch. Moving equipment is undertaken at the users risk.

Teams must use ONLY their allocated grass pitch during the season. The pitches are hired out for each teams use to reduce the risk of any pitch becoming unplayable during the season. If you use another pitch which results in a team fixture needing to be cancelled, any Football Association fines incurred may be requested from the negligent team. Please use your discretion when deciding if a surface is playable, the school accepts no responsibility for cancelled matches.

The Hirer is responsible for checking that all external playing surfaces are safe to use, are suitable for the purposes they are to be used for and are free of any foreign objects which may cause injury to any participant and that surfaces have not been damaged in any way that may cause injury to members.

Please ensure:

- No black soled or outdoor footwear are allowed in the indoor sports areas

- No studded footwear to be worn inside.
- No cleaning of muddy footwear in showers or sinks.
- Only approved footwear is worn on 3G pitch surfaces
- No chewing gum is taken into any sports facility
- No food is taken into any sports facility
- No glass is taken into in any sports facility
- Bikes are not taken on to the pitches or into facilities.
- All facilities are to be left clean and tidy with all litter placed into rubbish bins.

10.1 GRASS FOOTBALL PITCHES

Our grass football season runs from the last Sunday in August to December 31st (half season 1) and from January 1st to the first Sunday after Easter Sunday (half season 2). From the first Sunday after Easter Sunday schools will have their summer PE markings in place and the grass football pitches will not be marked out again until after the end of term in mid-July unless by prior agreement.

League teams should schedule their home games to take place within the school's grass football season and must forward a copy of their fixtures as soon as they receive them. It is also recommended that teams confirm their fixture during the week prior to the game. Teams need to provide their own corner flags, goal nets and pegs/ties. Sticky tape should not be used to secure nets.

All football boots MUST be removed before entering the changing rooms. Teams Managers should make their opposition aware of this requirement. Those not adhering to this request may be subject to an extra cleaning charge.

Boots MUST NOT be washed in the shower area.

11.0 SWIMMING POOL

All lettings of swimming pool are subject to the school's normal operating procedures (NOP) and emergency action plan (EAP), copies of which are available via – <https://ashbyschool.schoolhire.co.uk/> Hirers must agree to adhere to the NOP and EAP and be familiar with all parts of both documents before a letting commences.

Hirers of the swimming pool must agree to use qualified staff employed by the school or its partner organisation. The cost of this will be included within the hire charges.

NO BATHERS SHOULD ENTER THE SWIMMING POOL UNTIL A LIFEGUARD IS PRESENT ON POOL SIDE.

No outside shoes to be worn on poolside. Blue overshoes should be used or appropriate poolside shoes to be worn at all times.

12.0 USE OF MAIN HALL, THEATRE & DRAMA STUDIO

The theatre lighting, scaffold & sound system is to be used solely under the direction of our Theatre Technician, whose directions on its use will be final. Refer to them for instructions. Stage and Scenery should be portable and allow the theatre screen to be accessible for school use during weekdays in term time. Hirers must check with the school how far stage and scenery can extend and must comply with fire regulations. We ask that hirers remind all users/visitors to take all belongings home with them at the end of the hire session. Due to the size and weight of stage blocks, please make your requirements for these made clear when booking. **No equipment that is brought in by the hirer can be left on-site without the written permission of the school.**

Only the school staff are allowed to access the gantry.

Hirers must not exceed the seating capacity of the facility(s) being used.

There is to be no decoration of the premises.

In the interest of Health & Safety users must refrain from drinking or eating in the theatre at all times.

To indemnify the Directors against the consequences of any unauthorised performance of a copyright work during the period of the use of the Academy, the hirer must complete the returns required by the Performing Rights Society and to obtain a Phonographic Performance Licence if using music.

Please ensure that your performers change only in the designated/booked areas as changing in public areas e.g. in the corridor at the back of the stage door) is not permitted. These areas need to be accessed by other users and we would not wish to put anyone at risk of infringement of privacy.

Groups who have members/performers under the age of 18 years are advised to have in place a clear safeguarding policy and procedures.

Groups must issue warnings on tickets and programmes regarding the use of special effects such as smoke or strobe lighting. Prior to the commencement of the show they must announce emergency procedures and exits, followed by information regarding any special effects in use.

13 SCHOOLHIRE BOOKING SYSTEM – LETTING CONDITIONS

13.1 CHARGES

For information on the charging policy please refer to the LiFE MAT Lettings Charging Policy found in Appendix A.

13.2 REGULAR BLOCK BOOKINGS

We offer the opportunity for you to book the facilities you require as a block booking. Block bookings are for ten or more sessions where, as a hirer you receive a discount as bookings

of 10 or more weeks are not subject to VAT. Sessions do not need to be continuous (e.g. weekly) but ten must be taken within the financial year between September and August. Bookings should be made through <https://ashbyschool.schoolhire.co.uk/>

13.3 OCCASIONAL HIRE

Occasional hire bookings can be made through <https://ashbyschool.schoolhire.co.uk/>

13.4 BOOKING ALTERATIONS

There are occasions throughout the year when areas of the college are required for events such as parent's evenings and other special events. To avoid disruption to club programmes, these events are organised over different evenings. In the unlikely event that your booking is affected, then we will do our utmost to offer alternate facilities on the college site. On occasions, your booking may need to be altered or cancelled and we reserve the right to do this. We will ensure that we give adequate notice of any change and additional sessions or a refund to compensate. Normally, school events are added to the SchoolHire calendar prior to the booking window being open to clubs and organisations to prevent bookings being cancelled or amended at a later date.

13.5 PAYMENT METHODS

Any Visa or MasterCard debit or credit card. Foreign cards and American Express are not accepted.

13.6 WHAT ARE THE PAYMENT TERMS?

Assuming you are making a long-term regular booking (block booking) you are presented with two options:

1. Payment in full at time of booking
2. Payment Schedule

Please select the desired option when prompted at the point of selecting your slots. For one-off bookings, the payment schedule option will not be available.

13.7 HOW PAYMENTS ARE SPLIT

If you choose to split your payments, you will see a payment schedule appear detailing exactly when the payments will be debited from your bank account.

Your first payment will represent the sum of your first month's bookings and will be taken at the point of booking acceptance.

The bank account associated with your payment card will be checked for cleared funds at the point of booking and the necessary funds blocked. Your booking will then come to us for

review, modification (if necessary) and then acceptance. Only once we have accepted your booking will your bank account be debited. If we reject your booking the funds will be released back into your account

Subsequent payments will be taken monthly (every 30 days), in advance. As a general guide: the beginning of March for March's bookings, the beginning April for April's bookings. Three days prior to all subsequent payments a system generated email will be sent reminding you about the payment and how much the payment is. Payment is taken automatically from the last card you used on the system.

Any discounts will be applied before acceptance and your card will only be charged the discounted amount. Any increase in pricing will first come back to you for acceptance.

13.8 CANCELLATION CHARGES

The cancellation of a booking must be made one month in advance. Charges for cancellation that are made less than a month in advance will be charged on the following scale:

- within 4 weeks of the booking you will be charged at 50%
- within 3 weeks you will be charged at 60%
- within 2 weeks you will be charged at 75%
- within 1 weeks you will be charged the full amount

No charge will be made if the cancellation is caused by school events.

14 COMPLAINTS POLICY

The complaints procedure is as follows:

1. If the school has a concern about a let, the school will raise the concern with the hirer.
2. If the matter remains unresolved, the hirer will receive written notice of termination of the booking agreement.
3. If the hirer has a concern, they should raise the concern with the Lettings Administrator and/or LiFE MAT Facilities Manager.
4. If this concern is still unresolved, the matter will be taken to a named person within the LiFE MAT Trustees.
5. If a third party complains, the LiFE MAT Facilities Manager will at first deal with the complaint and attempt to resolve the situation.
6. If this is not successful, the concern will be taken to a named person within the LiFE MAT Trustees.