

# INDEMNITY AND CONDITIONS

The hirer shall be responsible for obtaining any licenses and for completing any returns that may be required by the Performing Rights Society, Phonographic Performance Limited, The Copyright Licensing Agency Limited and other similar bodies in connection with the hiring and the Hirer shall indemnify Groby Community College and the Governors against the consequences of the Hirer's failure to do so.

The hirer shall pay the letting fee within 30 days of receiving invoice or if a one off user, at least 14 days prior to the event. Payment must be made in cash or by cheque or BACS Payment only.

Cheques should be made payable to ***Groby Community College*** and crossed.

If you are paying by BACS, payment details: **Lloyds TSB: 50110068 – Sort Code: 30-94-97.**

If payment is not made by the due date or if any of the conditions below are not complied with, the Governors reserve the right to cancel the hiring or to levy a surcharge of 5% on outstanding money.

During the period of hiring, the hirer shall be held responsible for all damages, losses, claims and costs arising out of the use of premises, and shall indemnify Groby Community College and the Governors from and against any expense, liability, loss, claim or proceedings including claims for personal injury or death of any person what so ever whether arising under any Statute or Common Law or out of the course of or caused as a result of the hiring, except where due to the negligence of Groby Community College or the Governors or their respective servants and agents.

To comply in full with the special conditions (if any) and with the following conditions:

The premises shall not be hired to the following organisations: -

- The National Front
- The New National Front
- The British Constitutional
- The British Movement
- The League of St. George
- Column 88
- The British Democratic Party
- The British National Party
- Any other Organisation which has racist aims

The Governors may cancel any hiring if in their opinion the organisation for which the premises are hired has racist policies, regardless of the stated reason for hiring the premises. In such an event neither the Council nor the Governors shall incur liability to the hirer whatsoever, other than the return of any hiring fee paid by the Hirer in respect of such cancelled hiring.

## Alcohol

Intoxicants shall not be brought on to the premises without the prior written approval of the Governors or Facilities Admin Officer.

Consumption of alcohol without sale will be permitted subject to the Governors being satisfied that excessive quantities of alcohol will not be made available and that an excessive number of persons will not be attending the function for the purpose of consuming alcohol.

The Hirer will comply with the terms of the Premises License applicable to the premises for functions where there is to be any kind of alcohol, dancing, music or entertainment of a like kind.

## Cancellation

If the hirer cancels the hiring of the premises for any of the dates shown on the booking confirmation, then the Governors reserve the right to apply the following charges:-

<b>Less than 14 days notice</b>	<b>Full Fee Due</b>
<b>14-21 days notice</b>	<b>50% Fee Due</b>
<b>21-30 days notice</b>	<b>25% Fee Due</b>
<b>Over 30 days notice</b>	<b>No charge</b>

Where the College cancel bookings due to bad weather, groups will not be charged for these missed weeks.

## Health and Safety

It is the responsibility of the Hirer to ensure that suitably qualified first aiders are present during the period of hire.

Under United Kingdom legislation all visitors, as well as employees, have a responsibility for observing the various acts and regulations relating to health and safety. These are spelt out in detail in the College Health and Safety Policy document, a copy of which is available in the front office for inspection on request. All who use the College facilities have a legal obligation to exercise "due care" in relation to other users.

## Incidents/Accidents

The hirer must notify the on duty Premises Officer at the first opportunity in the event of a serious accident and make arrangements for the completion of an Accident Report Form. For other minor accidents or incidents, again it is advisable to notify the on duty Premises Officer.

## **Fire/Emergency**

All Hirers will be issued with fire evacuation procedures at the time of registering, showing the facility booked and the fire exits to use. Hirers must ensure that emergency exits are illuminated and unobstructed, the details of the procedure for dealing with emergencies and/or evacuation are understood and the location of fire extinguishers and emergency telephones are known. Please could you take time with your group to ensure that all members are aware of the nearest fire exits and that evacuation procedures are understood by all. In the case of a seated audience, the chairs must be linked together with clear gang ways free from obstruction.

The Premises Officers are qualified to provide emergency first aid. First aid boxes are located in the Facilities Office and the Premises Officers' room.

In the event of a fire, a continuous ringing bell will be heard. All users should leave the College immediately. Users are asked to act under the direction of the Premises Officer and Facilities Admin Officer if present. Do not re-enter the building until permission has been given. It is the responsibility of the Club to maintain an attendance register to ensure that all their members have been evacuated safely.

## **Electrical Equipment**

All electrical equipment used in the College must have a Portable Appliance Test certificate. Hirers should ensure that any appliance they wish to use has been approved. It is important not to overload power sockets.

## **Insurance**

All clubs must have public liability insurance and are advised to arrange insurance cover for personal accident and loss or damage to equipment. Neither the Local Authority nor the College can accept liability for loss or damage to personal property whilst on the College Campus. Vehicles on site are left at the owner's risk.

**A copy of their certificate must be given to the College.**

## **Care of children**

All children will be supervised at all times when attending an organised group or care scheme.

Proof of CRB clearance is required from hirers who work directly with children, vulnerable adults or those making bookings during school hours.

# SPECIAL CONDITIONS

## General

Smoking is not allowed in any part of the College. Groby Community College is a **NO SMOKING** campus.

Lettings will start no earlier than, and end no later than, the time indicated on the application form. All facilities hired should be left in an appropriate condition that they may be used by the next hirer without further need of cleaning, removal of furniture/equipment etc.

The period of hire is from the time of arrival to the time of leaving.

It is important that Hirers observe the agreed times and have respect to groups using the facility both before and after the period of hire.

The premises shall be vacated at the end of the hiring time specified on the booking confirmation.

The College has a wide range of facilities available for hire and it is important the Hirer is specific about the facilities that will be required at the time of booking. It will not be possible to gain access to parts of the College or to use equipment previously not booked.

Hire charges are assessed on the information received when the booking is made. Should it be the case that the terms of the booking are altered at the time of hire, deductions will be made from the deposit or a further invoice will be raised.

It is the responsibility of the Hirer making the booking to sign out with the On Duty Premises Officer before leaving the site. It is therefore expected that this person will be the last one off the Premises at the end of the period of hire.

The Governors and Principal reserve the right to take appropriate measures should the attendees at a private function exceed the maximum permitted number as specified below.

For insurance purposes, the maximum number of people permitted in the:

<b>Sports Hall is</b>	<b>535</b>	
<b>Dining Room is</b>	<b>114</b>	<b>(to include table and chairs)</b>
<b>Seated in Drama Studio</b>	<b>176</b>	<b>(+ 50 performers, techs etc)</b>
<b>Social Lounge</b>	<b>200</b>	<b>(to include tables and chairs)</b>

At all times please respect this maximum for Health and Safety reasons and in line with Fire Regulations.

No preparation may be applied to the floors.

No interference with school equipment.

No interference with a central heating apparatus shall be allowed.

## The Hirer is responsible for:

Car Parking; Cars must not be parked so as to block access for emergency vehicles. Please also observe parking restrictions marked on site.

Conduct of people using the facilities. This includes damage, accidental or otherwise, to school buildings and fixtures and fittings, including curtains, blinds, furniture, windows, doors, toilets etc.

Hirers of other facilities must be mindful of relevant Health and Safety guidelines and Fire Evacuation procedures.

Hirers should make arrangements well in advance of the booking to discuss any specific requirements in detail with the Premises Officers or Facilities Admin Officer. Please telephone 0116 281 7017 to arrange this.

Any Damage or vandalism should be reported to the Premises Officer of Facilities Admin officer as soon as is practical after observing such occurrences.

## Registered Clubs

Clubs are asked to specify, where applicable, the type of accommodation required and the days, times and frequency of meetings. Whilst every effort is made to satisfy demand, a balance has to be maintained between the needs of the College and those of the registered clubs. ***Failure to return the application form by the due date may mean that the accommodation requested may not be available and could be offered to another user.***

There are occasions during the school year when areas of the College are required for events such as Parents evenings and exams. The College will endeavour to give as much notice as possible if such events impact on your Group.

All groups are requested to respect the facilities provided, making every effort to conserve energy by switching off unwanted lights or equipment. They should leave the area tidy. Any rearrangement of furniture or equipment should be restored to its original position.

No additional time is allocated for changeover of Groups. All users should ensure that they vacate the facility on time and leave facilities ready for the next User. Users leaving at the end of an evening or at a weekend must ensure that they leave promptly to allow Premises Officers time to secure the site. Delaying departure may incur additional costs to cover Premises Officers overtime.

Groups are required to pay all invoices **within 30 days of receiving the invoice**. Cheques should be made payable to Groby Community College and crossed. Late payments will be subject to a 2% surcharge.

Clubs are responsible for ensuring that the facilities hired are fit for purpose and that the area being used is safe. Any damage must be reported immediately to the on duty premises officer or at the next available opportunity. Activities should not take place if the area is deemed unsafe for the purposes.

Clubs should carry out their own risk assessments for the activities performed, including fire risk assessments and ensure safety of their spectators' is taken into consideration. Clubs should familiarise themselves with College fire evacuation procedures.

## Social Lounge

Bookings of the social lounge/dining room for non community based activities (i.e. Private Functions) attract a deposit of £300, payable in cash or cheque only, at the time of confirmation of the booking. The deposit will be held until after the period of hire, to be refunded within two weeks after the period of hire. Please refer to the section on Deductions/Loss of Deposit for further guidance.

Hiring of these areas provides access to Disabled, Ladies and Gents toilet facilities. Please ensure that guests do not access other areas of the school.

At all times, please respect the maximum capacity stated above.

## Kitchen and Servery

As a fully operational school kitchen, Groby Community College must be mindful that all Food Safety and Health and Safety regulations are adhered to at all times. Access to the kitchen therefore will only be as agreed with the catering Manager, who will be on site or delegate responsibility to a Kitchen assistant, for the period of the Hire.

At the time of the booking, the Hirer is to advise whether food is to be heated and served only or prepared and cooked using Kitchen facilities.

Ovens and hobs are available for use by the Hirer; however the deep fat fryer, freezers and refrigerators cannot be used. Calor Gas must not be brought in or used on the premises.

The Hirer must bring in all required cooking utensils, serving equipment and cleaning materials, and ensure that the kitchen floors, serving areas, tables and chairs are left in the condition that they were provided.

The Hirer is responsible for the removal of all rubbish and waste from the kitchen and placed in the skips provided. The kitchen bins should not be used by the Hirer.

The County Council maintains a policy of NO children in the kitchen. If this policy is breached, the Hirer is fully responsible for the protection and the County Council will not accept responsibility for their safety.

The number of people in the kitchen to be kept to a minimum - only those people involved in the preparation, cooking, heating or serving of food should have access.

Food and drink must be consumed in the designated areas only. It must not be consumed in the corridor or toilet areas.

## Sports Hall

Light soled shoes must be worn at all times. Outdoor footwear is not allowed in the sports hall and should be changed in the changing facilities provided. The use of outdoor footwear in the sports hall causes damage to the surface.

No eating, drinking or chewing gum to take place in the sports hall unless by prior agreement with the Facilities Admin Officer.

All participants to be dressed in appropriate kit, including safety clothing, for the sport they are undertaking.

The marking of additional lines on the floor or walls is prohibited.

Due to the high usage of the sports hall, for the benefit of all Hirers, we stipulate that you have **FULLY VACATED THE SPORTS HALL BY THE END OF YOUR PERIOD OF HIRE**, having removed/replaced all equipment.

It is the responsibility of the Hirer to set up any equipment required and ensure that any equipment used is set up safely and returned to the appropriate place neatly at the end of the period of Hire.

Priority for sports hall use is given to groups playing indoor sports. Where there is a higher demand for this area, football users will be asked to move to our outdoor facility.

## Synthetic Pitch

Users must ensure that only appropriate footwear is worn on the synthetic pitch. No studs or blades should be worn.

Users should ensure that all rubbish, including orange peel, is removed following matches and training.

Hockey goals are available and it is the responsibility of the clubs to ensure that there are 4 players available to safely manoeuvre goals into position from the compound.

It is the responsibility of the first and last hockey teams to set up the hockey goals for matches.

If goals are required for training, the club must phone the Lettings Officer (Tel 0116 2817017 or the Premises Officer on 07983664741) to arrange for the premises officer to come and unlock the compound. Goals must be returned afterwards by the Club.

## Changing Facilities

No studded boots to be worn inside the changing rooms or sports hall corridor. This is to protect the flooring in both areas. Please remove outside.

## Outside Playing Areas

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.

The Hirer is responsible for ensuring that the changing rooms (if used) are left in a fit and proper condition.

The Hirer must inform the College of any cancellation of matches (excluding severe weather conditions) at least 48 hours prior to the scheduled time of the hire. Failure to do so will result in the full charge being levied for the period of hire.

Clubs should ensure that the grass areas are left clean and tidy at the end of a match and any tape is removed from football posts.

## Refundable Deposit

We do hope that your period of hire with us will be an enjoyable one. It is with regret however, that we must advise you that a refundable deposit is requested for large College events. This deposit acts as a security in the event of additional costs being incurred that were not previously accounted for in the original quote. Instances which may result in the loss of part or all of your deposit, along with invoices being forwarded for any monies outstanding thereafter, are detailed below. This list is by no means exhaustive and remains at the discretion of the Governors and Principal of the Groby Community College:-

Damage to fixtures and fittings - The Hirer will be solely responsible for the cost of repair and/or replacement.

Excessive cleaning required, over and above that already charged, will be deducted from the deposit.

Extension to time of booking - should it be the case that the hire of any facility exceeds the period noted on the Booking Confirmation, the College reserves the right to levy the applicable hourly rate for each period of 20 minutes, or part thereof, after which the actual period of hire extends. A period of grace of 10 minutes will apply to all bookings of College facilities which end after 10pm.

**For your safety and security while using our facilities, please be advised that CCTV cameras are in operation across the site.**