



BROOKVALE GROBY LEARNING CAMPUS

Valuing Everyone, Achieving Excellence

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HIRE OF FACILITIES TERMS & CONDITIONS

These Terms and Conditions of Hire must be agreed to by the Hirer at the time a facility is booked. It is the Hirer's responsibility to ensure that all members of their organisation / group / event are familiar with these conditions.

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1. Introduction

The Trustees of Brookvale Groby Learning Trust will make the Campus facilities available to the local community, training organisations and other interested parties.

The Trustees delegate the responsibility for operating its letting policy to the Head Teacher and Business Development Officer.

A record of lettings will be kept and will include information on users, finances, incidents, accidents, enquiries and any lettings refused.

2. Definition

A letting is defined as “any use of the Campus building and grounds by parties other than the Campus”. Use of the premises for activities such as staff meetings, Trustees meetings or where learners are supervised by Campus staff, are considered Campus related and do not require a letting agreement.

Public areas include the Café Bar/Social Area, car park and grounds.

3. Safeguarding including Preventing Terrorism and Radicalisation

Hirers providing services to children or young people must have policies and procedures in place to ensure children’s safety and any DBS certificates required by the Hirer must be supplied upon request. Any relevant information must be shared with parents/users.

All children will be supervised at all times.

All hirers must state the purpose of the hire. The purpose of each application for hire will be checked and any concerns over the nature of the letting or gathering will be reported to the Head Teacher before approval is given.

The duty Premises Officer will submit an incident report if he/she suspects that the letting or gathering has been used for political purposes not previously authorised by the Business Development Officer.

The Trustees may cancel any hiring if in their opinion the organisation for which the premises are hired has racist or extremist views, regardless of the stated reason for hiring the premises. In such an event neither the Campus nor the Trustees 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.

4. Considering applications for lettings

The Head Teacher, or Business Development Officer, will decide on the approval of the application with consideration to:

- Interference with Campus activities – priority at all times should be given to Campus functions.
- The availability of facilities.
- The availability of staff to open and close the premises.
- The Campus safeguarding policy.
- Health & safety considerations in relation to the number of users, type of activity, qualifications of instructors, etc.
- Type of activity and our duty with regard to the prevention of terrorism and radicalisation.
- Adequacy of management procedures in place during the hire.
- Appropriateness of the letting and whether it is deemed compatible with the ethos of the Campus

The Campus reserves the right to refuse any request that will disrupt the normal working of the Campus, or any request that would be in direct competition of its own programme, or that could damage the reputation of the Campus.

- The Campus is available for hire from 17:00 to 22:00 Monday to Friday and 08:00 to 22.00 Saturday and Sunday subject to availability.
- When refusing an application for hire, the Head Teacher and/or Business Development Officer will inform the Trustees of his/her reasons. At the discretion of the Head Teacher some lettings requests will be discussed with the Chair of the Trustees before approval or refusal.

5. Charges

The charges are regularly reviewed and include a charge for the cost of basic cleaning and caretaking, however the Campus reserves the right to add a premium for extra cleaning, or for any loss or damage incurred during, or as a result of, hiring. These charges will be reviewed annually. Interested parties are advised to discuss their requirement with Campus staff so that the most appropriate booking can be identified.

All hirers shall pay the letting fee within 14 days of receiving the invoice and prior to the event. Payment must be made by cheque or BACS only.

Cheques should be made payable to **Brookvale Groby Learning Trust** and crossed.

If you are paying by BACS, payment details: **a/c name: - Brookvale Groby Learning Trust**

Account Number: 48284168 – 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 Trustees reserve the right to cancel the hiring or to levy a surcharge of 5% on outstanding money.

6. Cancellation

1. The academy reserves the right to cancel a booking at any time without notice and without assigning any reason, but would endeavour to give as much notice as possible.
2. In such circumstances, the school will accept no liability for loss incurred as a result of the cancellation, but undertake to refund any payment made, or re-arrange the booking.
3. In the event of the hirer wishing to cancel a one-off booking, then a minimum of 7 days' notice must be given. If less than 7 days' notice, the school reserves the right to keep up to 50% of the cost of the booking.
4. In the event of the hirer wishing to cancel a block-booking (being a booking with 10+ sessions), then 1 month notice must be given.
5. For regular Users if more than 3 cancellations of sessions within a block-booking are made within any 3-month period, the school reserves the right to refuse any further changes to the hirer's booking(s), actioning no further refunds for cancelled sessions.

7. Insurance

The Campus Third Party Hirers Liability Policy covers the hirer against any claim made for injury and or damage to third parties as well as damage to the hired building as a direct result from the hire.

This policy is designed to cover hirers for low risk one-off type hires such as a member of the public hiring the hall for a rehearsal or a regular meeting/gathering for discussion purposes.

Insurance is not designed to cater for any private activity groups or sports clubs which are run on a commercial basis. Such groups will be asked to produce evidence of their own public liability insurance cover for a minimum of £2m or £5m for more hazardous activities (i.e. Karate or gymnastics). They should also produce evidence of their employers liability should this be applicable.

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 Brookvale Groby Learning Campus and the Trustees 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 Brookvale Groby Learning Campus or the Trustees or their respective assistants and agents.

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

8. Health and Safety

The Hirer must comply with guidance below relating to the premises including but not limited to Health and Safety legislation.

- The Campus and the hirer must ensure that the premises are suitable for the intended use.
- The Campus and the hirer must agree the extent of the use of premises and equipment.
- The Campus will ensure that the hirer is competent to use any equipment provided by the Campus and that all equipment is in a safe condition.
- The hirer may use the car park but should inform their users that parking is restricted to designated bays only and is at the risk of the owner.
- Electrical equipment provided by the hirer must have a current Portable Appliance Test Certificate.
- The Campus will ensure that the means of access and egress are safe for the hirer. The hirer must ensure that this is maintained during the letting.
- The Campus will inform the hirer that there is no smoking or vaping permitted on the premises at any time.
- The Campus will advise the hirer of any known hazards prior to their letting commencing and will request that the hirer notify the Campus of any hazards during the letting.
- Please refer to section 12 – Fire & Emergency Evacuation Procedure.
- The hirer must make suitable arrangements for first aid.
- The Campus Accident and Incident Form must be completed by the hirer in the event of an accident or incident occurring on the premises.
- The Campus duty Premises Officer will check that the premises has been left in a safe and clean condition.

In addition to the above, the Campus will follow the health and safety guidance below for all repeat lettings:

- The hirer must have regard to the national standards of qualification, experience and competence of instructors/supervisors/coaches for sporting and other activities.
- The Campus may require the hirer to provide a risk assessment specific to the letting.
- A fire drill involving the hirer should be carried out periodically.
- The hirer is responsible for ensuring that a Personal Emergency Evacuation Plan (PEEP) is drawn up for anybody attending their session that has a physical or mental impairment which would affect their ability to evacuate in an emergency.
- The hirer must keep a register during their letting for use in an emergency evacuation.

There are TWO Defibrillators on campus: Brookvale Reception wall and Groby Sports Hall - wall opposite entrance door.

9. Licensing act 2003 – Alcohol, Music, Performance of Dance, Plays and late night refreshment

- A Licence for any of the above activities is not necessary where a function is not open to the public.
- Any event where tickets and/or alcohol is sold requires a Licence.
- The Campus holds a Premises Licence – full details can be obtained from the Business Development Officer.

The times the Licence authorises the carrying out of licensable activities:

Sale of alcohol	Monday – Saturday	11.00 – 00.00
	Sunday	12.00 – 22.30
A performance of live music	Monday – Saturday	09.00 – 22.30
Facilities for making music		
A performance of dance		
A performance of a play		
Any playing of recorded music		
Entertainment of a similar description to a performance of live music, and playing of recorded music or a performance of dance.		
The provision of late night refreshment	Monday – Sunday	23.00 – 05.00

- The hirer shall be responsible for obtaining any licences 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 Brookvale Groby Learning Campus and the Governors against the consequences of the Hirer's failure to do so.

10. Gambling act 2005

Gambling activities will not be permitted with the exception of a raffle in which the proceeds will all go to charity.

11. Conditions of Hire & General Information

- Lettings will start no earlier than, and end no later than, the time indicated on the Booking Schedule/Confirmation. 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 Campus 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 Campus 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 issued.
- 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.
- Trustees and Head Teacher 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:

Sports Hall is	535	(to include table and chairs)
Dining Room is	114	(to include table and chairs)
Seated in Drama Studio	176	(Plus 50 performers, techs etc.)
Main Hall	200	(to include tables and chairs)
Gymnasium	150	(seated)

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.
- Exam Time – We will endeavour to minimise any disruption to pre-booked lettings but the Campus reserves the right to change the specific venue and possibly at short notice, during our very busy exam times – usually the months of May and June. In very exceptional circumstances, we may be obliged to cancel a letting completely.
- The Campus offers security for the duration of the booking and is fully accessible in terms of disability with designated car parking, disabled toilets, wide double doors and level access.

12. Fire & Emergency Evacuation Procedure

Alarm

The continuous ringing of an alarm bell.

Preparation

Please familiarise yourself with the map provided. It marks emergency exits and routes to them from the room that you are using.

Please walk the route to the exits so that you and your members know where they are.

Procedure

On hearing the continuous ringing of the bell, leave the building by the nearest exit and assemble at the front of the building and await instructions.

Ensure that you take a group register with you so that you may establish whether your members have safely vacated the building.

13. Complaints

If you feel that our service is unsatisfactory, in the first instance please alert the Business Development Officer. We take all complaints seriously and investigate them thoroughly.

Contact: Sangeeta Patel, Business Development Officer via Email: spatel@brookvalegroby.com or Tel: 0116 281 7017