



Winstanley
COMMUNITY COLLEGE

“LIFE Multi Academy Trust”

HIRING OF COLLEGE FACILITIES

TERMS AND CONDITIONS



Kingsway North, Braunstone Town, Leicester. LE3 3BD

0116 2898688

Visit: www.winstanley.leics.sch.uk

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THE GOVERNORS OF WINSTANLEY COMMUNITY COLLEGE

INDEMNITY AND CONDITIONS OF HIRE FOR SCHOOL PREMISES

1. To indemnify the Governors of Winstanley Community College (Academy) against the consequences of any unauthorised performance of a copyright work during the period of hire of the School premises and to complete the returns required by the Performing Rights Society, *Phonographic Performance Limited, The Copyright Licensing Agency Limited and all other similar bodies.*
2. To *pay the hiring fee or any balance not less than 14 days* before the hiring is to take place. Cheques should be made payable to Winstanley Community College. If payment is not made by the due date *or if any of the conditions in Clause 6 below is not complied with* then the *Governors reserve* the right to cancel the hiring.
3. During the period of hiring, the *Hirer* shall be held responsible for all damages, losses, claims and costs arising out of the use of the premises and shall indemnify the Governors *from and against any expense liability loss claim or proceedings including claims for personal injury to or the death of any person whatsoever 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 the *Governors or their respective* servants or agents.
4. To *comply in full with all conditions in this booklet including* the following:
 - a) No preparation to be applied to the floors.
 - b) Intoxicants shall not be brought onto the premises without the prior written approval of the Governors which may be given subject to the following condition: 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.
 - c) The Hirer will comply with the terms of the Public Entertainment Licence conditions applicable to the premises or hiring/function where there is to be any dancing, music or entertainment of a like kind.
 - d) There must be no interference with school equipment.
 - e) No interference with the central heating system is allowed.
 - f) The premises shall be vacated at the end of the hiring time specified on the booking form.
5. The premises shall not be hired to the following organisation:
 - a) The National Front
 - b) The New National Front
 - c) The British Constitutional Movement

- d) The British Movement
- e) The League of Saint George
- f) Column 88
- g) The British Democratic Party
- h) The British National Party
- i) Any other organisation which has racist aims

6. The Governors may cancel any hiring if in their opinion the organisation by or on behalf of which the premises are hired has racist policies regardless of the stated reason for the hiring of the premises. In such event the Governors shall incur any liability to the Hirer whatsoever other than to return of any hiring fee paid by the Hirer in respect of such cancelled hiring.

7. **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:

More than 28 days notice	-	£50.00 from deposit
14 – 28 days notice	-	£100.00 from deposit
Less than 14 days notice	-	Full hire amount

8. **HEALTH AND SAFETY** Groups should endeavour to have members who are First Aid trained but all Premises Officers' have a First Aid in the Workplace Certificate. Groups that are deemed safe to use the premises without premises officer attendance MUST have a First Aid trained member on site.

The college Health and Safety Policy is available from the Community Office for inspection on request. All who use college facilities have a legal obligation to exercise 'due care' in relation to themselves and other users.

All groups must undertake a recorded Risk Assessment for the specific activity taking place within the college. Each area has its own generic risk assessment undertaken by college staff.

ACCIDENTS AND INCIDENTS The hirer must notify the duty Premises Officer at the first opportunity in the event of an accident or incident regardless of how minor it may be. Appropriate action can then be taken including the completion of relevant forms to comply with legislation.

INSURANCE Personal or "group" belongings are not covered by College Public Liability Insurance. High-risk activities, such as martial arts, must provide their own Public Liability Insurance. All vehicles are parked at owner's own risk. Winstanley College accepts no responsibility for driving whilst on WCC premises.

GENERAL CONDITIONS

1. User groups who have a regular pattern of usage have the option to be affiliated to Winstanley Community College prior to any booking being. This affiliation will guarantee special reduced charges for the group. One-off lettings must adhere to separate conditions.
2. Certain dates may not be available to affiliated groups due to a College priority event booking. The College will endeavour to provide maximum notice of any such event and offer an alternative venue if appropriate. The College cannot be held responsible for any financial or other loss incurred as a result of a cancellation.
3. Groups who wish to cancel a booking MUST state this on the booking form. Failure to do so may result in the group being charged for the booking. Last minute cancellations that result from poor weather will not incur a cost.

4. Except in unusual circumstances, the nominated officers of affiliated groups, as listed on the Affiliation Form, will be deemed responsible for any misuse of college premises/equipment. It is essential that the College be informed immediately if the nominated person responsible changes.
5. The college reserves the right to charge for repairs attributable to damage caused by affiliated groups who are hiring the facilities.
6. The college reserves the right to withdraw permission to use the premises from any group or individual person.
7. Winstanley Community College accepts no responsibility for damage or injury to individuals and their personal belongings unless some form of negligence is established.
8. It is the duty of all Affiliated Group members to familiarise themselves with the Fire and General Safety Regulations that apply to the facilities that they are using. A nominated person in each group should take responsibility for cascading this information down to members. The regulations must be strictly adhered to at all times.
9. There MUST always be a nominated person in charge of the group with whom the College can liaise. This will be deemed to be the person named at the top of the Affiliation Form unless otherwise stated.
10. If a Public Performance Licence is required for any meeting/event it is the responsibility of the hirer.
11. The decision of the Community Manager or the Premises Officer MUST always be final in matters of premises/equipment usage.
12. All groups are expected to be aware of general Health & Safety matters and to behave in a responsible manner at all times. The safety of ALL college users must be of paramount importance.
13. No gratuities of any kind should be given to any College staff.

BUILDINGS & EQUIPMENT

1. WCC is a designated 'no-smoking' site.
2. Unless by prior arrangement, groups may only make use of the rooms or premises allocated to them on the original booking form. Additional usage will incur a charge.
3. All damage, however small, MUST be reported to the Premises Officer or Community Office.
4. Hirers MUST respect all areas of the premises of Winstanley Community College at all times. NEVER BLOCK A FIRE EXIT.
5. The only items of College specialist equipment that may be used are those that have been booked in advance.
6. Unless by prior arrangement, all rooms and equipment MUST be left as they were found.

7. Food & drink may only be consumed by Affiliated Group members within the confines of the College Foyer, Community Lounge and Community Wing, unless by prior arrangement.
8. The activity-taking place in any room MUST be appropriate to the nature of the room.
9. Specialist or large items of equipment MUST NOT be brought onto the premises without prior agreement. All electrical equipment must have a valid PAT sticker within the past 12 months.
10. No items of equipment should be stored on the premises without prior agreement.
11. Affiliated groups who wish to promote their activities may do so via College notice boards. However all posters, etc. should be handed in at the Community Office for display unless groups have their own notice boards.

FIRE & EMERGENCY EVACUATION PROCEDURE

If you discover a fire or other potential evacuation emergency RAISE ALARM IMMEDIATELY (use nearest alarm point). If possible close all doors and windows and evacuate the premises as follows:

FIRE ALARM:

This is easily recognisable as it is a long, loud, continuous ringing of the bell. Please note that **unless the alarm is set off by smoke/heat there is a 4-minute alarm delay** upon activation of the alarm point to ascertain if it is a false call.

Please ensure your group is aware of the nearest fire alarm activation point, emergency exits, exit route and position of the assembly point.

EVACUATION PROCEDURE:

1. Calm and re-assure group.
2. Leave all possessions in room. Sports groups should not get changed.
3. One designated group member to lead others to safety via the nearest emergency exit route and gather them together at the 'Fire Assembly Point'. Sports Groups & Community Wing users to grassy area outside the MUGA, all other users to grassy area next to main car park (see map). Remember to take group register/members list etc. with you.
4. Second designated group member to quickly check changing/toilet areas for member presence and close all doors/windows before exiting.
5. Take a roll call immediately after leaving the building.
6. Do not re-enter building and do not fight fire.
7. Wait for instructions and report any missing person when approached by Premises Officer or member of the Community Staff.

NB. SWIMMING POOL USERS - There are emergency blankets for users leaving the pool in a box next to the emergency exit. Groups should wait by the emergency door for instructions from Premises Officer to vacate. Premises Officers and Community Staff will give instructions in this area first before checking other areas.

BOOKING TIME

1. Groups **MUST** ensure that the times they have booked College facilities reflect their actual needs. Premises Officers are instructed to strictly adhere to booking requirements set by the weekly bulletin.
2. Should booking times need to be varied or extended for a particular reason it **MUST** be cleared with the Community Office (not Premises Officers) at least one week in advance. Written notice is required for additional bookings not covered in the original agreement.
3. Groups who over-run will be charged for the extra time.

FINANCE & INVOICING

1. All groups will be quoted a hire fee for the use of premises and equipment. All charges for facilities are presented to the College Governors for ratification.
2. Invoices will be issued by Winstanley Community College on a monthly basis and should be settled within 14 days of receipt.
3. Where financial arrears are accrued by a group without prior agreement, the College reserves the right to suspend use of premises until the debt is cleared.
4. Any difficulties over finances, changes in group circumstances, dispute over invoices etc. should be communicated to the Community Office as soon as possible so that the necessary action can be taken.
5. **VAT.** Any group that hire sports facilities for less than a series of 10 sessions will be liable to pay V.A.T. To be exempt from V.A.T. there cannot be a gap of more than 14 days between each session. Contact Samantha Lehane in the Community Office for clarification about whether or not you will pay the Tax.

FINAL POINTS

1. The College and its staff will do all they can to assist in the growth, support and development of Affiliated Groups. Please feel free to contact the Community Office at any time to discuss your affairs.
2. Winstanley Community College is constantly striving to improve the service that it offers to both individuals and user groups. In the interests of quality it therefore reserves the right to vary or amend these regulations from time to time.
3. Please be aware that CCTV cameras are in operation across the site.

COMPLAINTS PROCEDURE

This section is designed to be an aide memoir for any users who feel that the service that Winstanley is offering falls below that of "value for money".

Where users encounter problems that emanate from Winstanley's failure to deliver 'quality' provision they should follow the following flow-chart guide to making a complaint:

1. If there is a 'good housekeeping' problem such as rooms locked, toilets blocked etc report it immediately to the duty Premises Officer. If the Community Office is open they can usually be found via this route.
2. If problems persist and Premises Officers do not address the route of the problem, further verbal representation should be made to Samantha Lehane, the Affiliated Groups liaison Secretary. If Samantha is unavailable and the matter is urgent, groups should refer to Ian Joyce who is in the Community Office on most days.
3. If none of these approaches have the desired effect and/or the nature of the complaint is against a member of the Clerical or Caretaking Team, the Community Manager should be contacted by telephone (0116 289 8713).
A formal letter of complaint may be sought from you if the complaint is a serious one.
4. If the complaint is against the Community Manager, groups should write to the College Principal. This complaint will be acknowledged within 14 days term-time.

Main Office	-	0116 2898688 Ext 2
Gareth Williams (Head of School)	-	gwilliams@winstanley.leics.sch.uk
Ian Joyce (Facilities Manager)	-	ijoyce@winstanley.leics.sch.uk
Debbie Finlayson (Community Clerical Assistant)-		0116 2898688 Ext 3

COMMUNITY LOUNGE USAGE

1. Kitchen storage space may be available - check with Community Office. No perishable foods to be stored in kitchen cupboards. Refrigerator must be cleared after each session.
2. There is a small communal supply of cups and saucers. All kitchen crockery MUST be washed and stored away. Failure to do so will result in the hirers' kitchen privileges being revoked. Groups MUST supply own washing up liquid etc.
3. Groups using the cooker MUST clean it after use.
4. Furniture may be moved around but MUST be returned to normal layout.
5. Small tables and stackable chairs are stored in the large store cupboard and are available to affiliated groups but MUST be returned to store after use. No group equipment to be stored without notifying the Community Office.
6. No other College furniture is to be moved to the Community Lounge without notifying the Premises Officer.

PLEASE ENSURE THE KITCHEN IS CLEAN AND TIDY AFTER USE.

SWIMMING POOL USAGE

All swimming pool groups must be aware of the Normal Operating Procedures and the Emergency Action Plan before commencing activity. It is the responsibility of the group representative to cascade this information down to the group members. A copy of the NOP and EAP can be obtained from the Community Office.

COMMUNITY WING USAGE

1. There is a small car park that is available to Wing users. This can be accessed by turning right just inside the main gate entrance. Under no circumstances should cars be left on the road that leads to the Wing or the grassed area. Care should be taken to ensure that there is access to the Mini-bus garage (small building adjacent the Wing) at all times of the day and night. Cars are parked at owner's own risk.
2. No bicycles are to be taken into the Wing.
3. No perishable foods are to be stored in kitchen cupboards. The refrigerator is to be cleared after each session.
4. There is a small communal supply of cups and saucers in the kitchen. All groups are responsible for washing up and storing away their own crockery. Affiliated groups should provide washing up liquid.
5. Groups using the cooker/microwave MUST clean after use.
6. Furniture may be moved around but MUST be returned to normal layout mode i.e. stackable chairs and tables next to ramp, easy chairs/tables in carpeted area.
7. Youth club equipment such as pool and table-tennis tables, bar football and the hi-fi system are not to be used without prior consent.
8. No equipment is to be brought into the Wing from outside without permission and only soft games balls are allowed.
9. The wheelchair ramp should be kept clear of equipment at all times.
10. Storage rooms are allocated for specific users/functions and are not available to other affiliated groups.
11. The entrance, Main Room, TV Room and Toilets are available to hire. All other rooms are private.
12. Outer doors MUST be pulled securely shut and lights turned off when groups leave.

SPORTS HALL USAGE

1. All users **MUST** wear appropriate sports clothing.
2. No black soled shoes to be worn.
3. Trainers or other soft-soled shoe **MUST** be worn and these should be clean and free from dirt. Users are expected to bring a pair of trainers for sports activity and not to play in the shoes that they arrive in.
4. **No bikes to be taken into the Sports Hall or outside corridor.** Users who arrive on bikes are advised to lock them to the rail in the main car park. CCTV covers this.
5. No food or drinks are to be consumed in the Sports Hall.
6. Sports Groups are advised to take out Public Liability Insurance. Those engaged in higher risk activities such as 'Martial Arts', 'Fencing' etc, must have insurance. Proof will be required. If in doubt please consult the Community Office.
7. Groups whose activity involves some kind of instruction should have coaches with nationally recognised qualifications. The Community Office may wish to see evidence of relevant qualifications. If staff are employed the group should take out Employers Liability Insurance.
8. Groups **MUST** be aware of issues of Health & Safety, particularly with regard to the use of equipment. No equipment to be brought in without prior consent from the Community Office.
9. Badminton posts and nets are supplied but groups need to bring shuttles and racquets.
10. Groups may only use **INDOOR FOOTBALLS** for training. Indoor Footballs are available to purchase from the Community Office.
11. Groups who cater for the needs of young people are responsible for member's behaviour from the point of arrival on-site to the point of departure. Please discourage children from arriving early for a session.
12. Children under 14yrs are not allowed in the Sports Hall without adult supervision.
14. Groups are responsible for supplying their own first aid kit and it is recommended that some members are 'First Aid' trained.

GRASS PITCH USAGE

1. League teams must forward a copy of the fixtures as soon as they receive them. It is also recommended that teams confirm the fixture during the week prior to the game.
2. All football goals are removed at the end of the season and the pitches are reseeded. The Office must receive notification of any proposed "friendly" matches well in advance to ensure the goals are erected.
3. Goal nets and corner flags can be provided but teams may wish to provide their own. Groups are advised to bring their own net pegs & ties. Sticky tape should not be used to secure nets. There are some lengths of rope and large stakes, should teams be required to rope the pitch off.
4. All football boots MUST be removed before entering the P.E. corridor and changing rooms. Teams Managers should make their opposition aware of this requirement. **Those not adhering to this request will be subject to an extra £15 cleaning charge.**
5. Boots MUST NOT be washed in the shower area.
6. If a fixture is postponed before the expected time of finish for any reason the Premises Officer must be informed immediately.

MUGA

1. Smoking or chewing gum is NOT permitted on the pitches and surrounds.
2. Users are permitted to play until the end of their booking period. Equipment must be set up during your own hire period.
3. No glass bottles or food are allowed on the pitches and surrounds.
4. Goals must be secured before the start of play.
5. Users must wear clean trainers. **No football boots allowed.** Astroturf trainers are permitted.
6. Please do not take bikes on to the pitch.