CONDITIONS OF HIRE – GARFORTH ACADEMY

Introduction

All users of Academy premises MUST read this document before completing a lettings application form to ensure they are aware of the conditions which apply their usage and documentation that needs to be sent alongside your application form.

The premises the Academy occupies and the facilities within represent a major resource not just to the Academy but also the wider community, this is recognised through this policy which divides the lettings into two categories:

Group A: Local Youth & Community
Documentation: A copy of the clubs Insurance Policy, Child Protection Policy and DBS details off all staff using the facilities (The Academy will not permit anyone to take responsibility for a letting involving young people under the age of 18 without a current DBS)

Group B: Adult & Commercial
Documentation: A copy of the clubs Insurance Policy

Lettings Manager – Scarlett Elliott
elliotts@garforthacademy.org.uk
0113 212 7146

General Overview

Overview

- All charges and conditions apply to the 3G all-weather pitch, grass pitches, sports hall, gym and changing facilities.
- Bookings can be made from 5.30pm to 9.30pm Monday to Friday and 8.00am to 5.00pm Saturday and Sunday (weekends, 3G pitch only and some evenings are caretakerless lettings).
- Weekend lettings will have an additional policy to read and sign.
- Special times and events can be catered for, depending on availability of the pitch. These times and events are subject to consultation with the lettings manager.
- All lettings run for one academic year (September-August).

Booking Conditions

- Applicants must read the letting policy fully before making an application.
- All applications for the use of Garforth Academy must be made, in writing, on the appropriate form. The applicant must precisely state the nature of the purpose for which the facilities are required, dates, times, and facilities you require. All applications and correspondence relating to a hiring must be made direct to the Lettings Manager.
- All application must be fully completed and submitted with copies of the relevant supporting information, including insurance, Child Protection Policy and DBS details if appropriate.
- Booking time **includes entry to your letting area** (do not enter earlier than your booking time) **set up, take down and players to vacate the letting area**, change over should be prompt. If you require further time before and after this should be booked for within your letting booking.

- You must apply at least 7 days in advance of when you require the letting.
- We will write to you in May/June each year informing you that you can re-new your letting for the following academic year, and these must be returned within 14 days. You must renew existing lettings before the closing date. If you do not and we have other applications in for the times and dates of the letting, we may allocate that time to a new letting.
- You must not assume that your letting has been renewed until you have received confirmation from the Academy Extended Services Manager.
- Providing you return the completed paperwork on time; we will give priority to existing lettings when looking at applications.
- If you wish to renew a letting and add additional space or times you should complete one application for the existing space or times and a second for any new requirements you may have.
- Casual bookings can be made throughout the year and will be accepted if availability allows.
- Any available letting slots will be booked on a first come, first served basis. Clubs may be put on a waiting list until availability of letting slots is known.

Processing your letting

Stage 1

- When your application for a letting is received at the Academy, it will be entered onto our database and the necessary checks will be undertaken. You must ensure that you include with your letting application form an up-to-date DBS for each person in your organisation who may take responsibility for a letting.

- The Academy will not permit anyone to take responsibility for a letting involving young people under the age of 18 without a current DBS.

- All lettings are for a maximum of one academic year and will end on 31st August each year if no earlier date is agreed.

- A letting may continue through school holidays in agreement with the Academy. (School closed in the holidays)

- Educational use of facilities over-rides your letting so you should be aware that there may be occasions when your letting is cancelled due to Academy events such as Open Evenings and examinations. The Academy will provide you with at least two weeks' notice of such events. Your letting will also be cancelled when events outside the Academy's control, such as adverse weather, affect the use of facilities.

Stage 2

- Once your letting application has been approved you will be required to sign the agreement before your letting can commence. You will be confirming: -

- The dates and times of your letting – you must not use the facilities outside these times.

- The charges you will be paying – these will be invoiced at the end of each half-term and must be paid within 14 days.

- The facility you have booked and any additional requirements you need to adhere to e.g., no black soled shoes in the Old Sports Hall.

- The names of individuals from your organisation approved to take responsibility for the letting.
- Payments outstanding at the end of the following half-term may result in your letting being cancelled.

Cancellation/Change of Booking

- If you fail to turn up for a letting and do not give 14 days' notice, you will be charged for the letting.
- If you need to cancel or amend a letting you should email elliotts@garforthacademy.org.uk
- If you hire the premises over a period of time, either yourselves or the Academy can end the agreement by giving four weeks' notice to the other. This does not apply in cases where the Academy requires the premises for educational use or where there is a non-payment.
- The Academy cannot be held liable for any loss of expenses or earnings arising from the cancellation of a letting.
- Block Bookings – Our regular users are permitted 2 cancellations per block booking. If the hirer exceeds the number of cancellations permitted the full charge will still be levied. (This does not include any cancellations made by the Academy).
- Casual Bookings – 48hrs notice of cancellation must be given or the hirer will still be charged the full amount.
- If any changes in original booking occur, then you MUST inform the Lettings Manager giving at least 14 days' notice.

Payment Methods

- Invoice calculations will be based on the information provided in the Lettings Agreement and any subsequent amendments.
- Block Bookings – Invoices will be raised at the end of every half term. Payment must be made within 14 days.
- One off Special Events – Invoices will be sent separately and should be paid within 14 days.
- Casual Booking – Payment must be made prior to the session starting at the Academy.
- Payments can be made by BACS.
- Any organisation that has any outstanding debt will have their booking terminated immediately and it may result in being prohibited from hiring the Academy in the future.
- Any initial discrepancies with invoices should be discussed with the lettings manager elliotts@garforthacademy.org.uk
- Once you have signed the lettings agreement you are accepting the charges stated and agreeing to be responsible for the payment.
- The adult whose name is listed on the Application Form is liable for any charges associated with it.
- The charges agreed by the academy do not include VAT. If your letting is liable for VAT this will be added to your invoice.

Annual review

- The Academy governing body will review Guidelines, Terms and Conditions of Use and Charges on an annual basis.
- Organisations will be notified in May/June each year of any alterations, including charges.
- Changes will come into effect on 1st September each year apart from when exceptional circumstances such as large fluctuations in the cost of utilities mean an in-year adjustment is appropriate.

Hire Price List

Facility	Group A Voluntary Youth & Community	Group B Adult & Commercial
Gym	£30ph	£40ph
Sports Hall	£40ph	£50ph
Grass football pitches	£25ph	£35ph
Changing Facility	£30ph	£42ph
Astro Turf Pitch Full (inc floodlights)	£85ph	£115ph
School Holiday Camps 8-4pm	£500 per week	-

3rd Generation Astro Turf

All facility users must read and obey the Conditions of Hire and Regulations for use, as stated below. Failure to do this may result in a revoke of all privileges.

Footwear

Players will only be allowed to wear the correct footwear. This comprises of:

- Trainers
- Plastic moulded boots
- Boots with metal studs or any type of blade are not allowed on the 3G pitch, and any player found wearing or trying to enter the pitch with these will not be permitted to do so.

Food and Drinks

Only water is allowed on the 3G Pitch. No other food or drink will be permitted on the 3G pitch.

Litter

Any litter from teams must be placed within the bins on the 3G pitch. Caretaking staff will be regularly checking the pitch for all litter and if your team leaves the facility untidy, your booking will be reviewed.

Parking

Please park in the main Academy car parks and not in the areas where there are double yellow lines. Please be mindful of blocking other people's cars or blocking access around the car parks.

Respect

At Garforth Academy we expect a level of respect towards the facilities and staff and expect all lettings to follow their clubs Code of Conduct. Any person who is seen breaking their club Code of Conduct or showing threatening and/or abusive behaviour towards anyone else will be asked to leave the school site and may face being banned from future events and games at Garforth Academy.

Regulations for use

No:

- Metal Studs or blades
- Spectators on playing surface.
- Food on the playing surface or in the sports halls
- Chewing gum
- Spitting
- Smoking/vaping
- Alcohol/drugs
- Bikes
- Sharp objects
- Animals allowed in the facility/on school site, expect guide dogs for the blind.
- Foul and Abusive Language

Do Not:

- Climb on the goals, fences or netting.
- Drag the metal goals at any time- please use the wheels
- Wear dirty footwear.

Please:

- Make sure all rubbish is disposed of in the bins provided.
- Put goals back to original position.
- Show respect to the facility, the staff, our neighbours, and fellow users.
- Make sure change overs are prompt.
- NO UNAUTHORISED USE

GENERAL CONDITIONS OF HIRE

1. Hirer not to assign or sub-let. The hirer shall not assign the right to use the Centre or affect any form of sub-letting whatsoever.

2. Period of Hire. The period of hire for any facility will include the relevant and appropriate time for setting up and dismantling equipment necessary and associated with the booking. Setting up and dismantling time is chargeable at the full hire rate. Users should not arrive more than 10/15 mins prior to their agreed session beginning.

3. Hirer must be over 18. The person whose name is on the application form must be over 18 years of age and will be deemed to be the Hirer.

4. Animals not permitted. No dogs or other animals are allowed into the sports halls or on Academy grounds at any time.

5. The Academy Governors disclaimer. The Academy Governors will accept no responsibility whatsoever for any loss of or damage to property of the hirer, his/her servants, agents or employees including persons taking part in the activity or for any injury caused to such persons unless due to the negligence of the Academy Governors, its servants, agents or employees.

6. Indemnity by the hirer. The hirer shall indemnify the Academy Governors against any loss of or damage suffered by, or any claim against, the college governors from any breach of these conditions or actions by the Hirer, his/her servants, agents or employees. The hirer shall pay for the making good of any damage done (either within or outside the period of hire) to the premises or any property rightfully stored, delivered, adjacent to or in the possession of a bona fide customer irrespective of the lawful owner of that property.

7. Complaint. Any complaints arising out of the hiring the Academy etc. must be made in writing to the Lettings Manager within twenty-four hours of the occasion for such complaint.

8. Decorations and display banners. No decorations, flags, emblems, banners or signs will be permitted to be displayed whether inside or outside the Centre without the previous consent of the Academy Governors in writing.

9. Annoyance by noise or otherwise. The Hirer will ensure that users in attendance at the activity of the hiring do not create a nuisance or disturbance to other Centre users and equally do not disturb the occupants of neighbouring properties or users of adjacent public open space.

10. Clean and tidy condition. The Hirer will ensure that the premises are left in a condition appropriate to the use to which they have been put and that there is no undue or excessive rubbish, wear or damage.

11. Breaches of Conditions. Any duly authorised employee of the Academy Governors may enforce these conditions. The hirer will accept as final the Academy Governors decision on any matter requiring a decision hereunder, and on any matter, which is not specifically mentioned in this agreement, and which concerns the management of the Centre.

12. Insurance - your organisation must have third party public liability insurance cover. A copy of a valid insurance policy must be submitted with any application to hire Academy premises. This will form part of your hire agreement. Employer's liability, professional indemnity or personal accident/injury insurance held by individual players or instructors are not sufficient.

13. The Academy will not accept responsibility or pay for any goods which are brought into or left in the premises which are damaged, stolen or lost.

14. If during or following the hiring of the premises a claim is made against The Academy for loss, damage, injury, action, or costs then you must reimburse the Academy for all costs connected with that claim. (If deemed your responsibility) A claim may arise from action that

you (or anyone acting with express or implied permission) take or fail to take. For example, someone may be injured by a piece of equipment you have brought in. In entering this agreement, you agree to indemnify the Academy against any claims. As the costs of the claims could be very high, you must have adequate insurance cover.

15. All groups must have a health and safety policy or plan in place and a copy should be attached to the Lettings Application Form when you submit it to us. Of particular importance are first aid and emergency procedures, evacuation procedures and risk assessment. If you do not have a policy in place and would like some advice please arrange to speak with our Extended Services Manager, Miss Elliott. It is not sufficient to rely on the Academy's own Health and Safety policy.

16. Please note the Academy is not required to have first-aid trained staff on site during your letting. The Academy is not responsible for those persons participating in the activity taking place during the letting. That responsibility belongs solely to the hirer/organisation. You should hold your own emergency equipment and records as the Academy's will not be made available to you.

17. During your period of hire you must take all reasonable steps to maintain order and ensure there are no activities undertaken which are against the law or the conditions of hire contained in this document.

18. Limited car parking is available (unless you have been informed otherwise) and is at the owners' risk. The hirer must ensure that vehicle owners understand the controlled access and egress to the site. Vehicles MUST NOT access the site through the EXIT lane. You must NOT park in the disability parking bays, without placing the appropriate permit on display. Users of the Facility should car share where possible, to ensure car parking can remain within the car park and not spill over onto Lidgett Lane and the surrounding streets.

19. There is a 10mph speed limit on site which recognises that a large number of children and adults use the site. You must ensure anyone attending your group or dropping off members of your group is aware of the speed limit.

20. You must ensure that children are not left unsupervised at any times. This includes escorting them to the toilets.

21. You must ensure that members of your group do not access areas that have not been booked by your group or access areas outside the period of your letting.

22. If your group involves children, you must ensure that they are not dropped off without another adult being present. Children must not be left alone on site. It is your responsibility to liaise with parents and carers to ensure they understand they should not arrive early and leave their children to wander around the site.

23. The Academy is not responsible for children arriving at a letting that has been cancelled or where the responsible adult does not arrive on time.

24. The named hirer is personally responsible for ensuring that all children/members of their group comply with the conditions of this agreement.

25. 3 Spot checks a year will be made throughout your letting if you are seen to be not following the guidelines/policy, your letting will be cancelled for three weeks, and you will still be invoiced for those sessions.

26. Extreme weather protocols, see below: -

Extreme Weather Protocols for Lettings at Garforth Academy

Due to issues which can arise in sports halls from extreme weather conditions, particularly driving rain, the following system of measures must be implemented in future. Site Supervisors always check areas before lettings take place however weather conditions have been known to change very quickly.

The sports club representative must make an inspection of the sports facility e.g. the Sports Hall, as soon as they arrive on site. This is particularly important if the Academy is experiencing extremes of weather.

If the facility has had an ingress of water, then this should immediately be reported to the duty site supervisor who will endeavour to correct the situation.

If water has ingressed to such an extent that it makes an area unsafe then the Site Supervisor will cone off the area and inform against use.

In extreme situations, where there is clearly a risk to people using facilities, and it is deemed by the Site Supervisor to be unsafe then the lettings representative will be informed that the facility will be closed for use until the right corrective measures have been taken. This might be the next working day, should the letting take place on an evening.

Sports club representatives should be made aware that if they report an issue to the site supervisor then he will be duty bound to inspect it immediately however this may, unfortunately, mean closing the facility. In this case sports club participants must not continue to use the facility.

It is hoped that these conditions are rare occasions and that use of the facilities will carry on as normal. The Academy is constantly seeking funding to carry out major repairs.

To contact the duty caretaker phone 07432504507