

John Ferneley College

Facility Hire Agreement: Terms and Conditions

Introduction

The Trust Board wish to encourage the use of the School by the community and as such the School premises are used for many purposes.

Please note, however, that the facilities are primarily for teaching and should be respected as such. Anyone hiring rooms, communal areas or sports facilities will be subject to the following rules concerning hire and usage out of school hours:

Glossary

- "JFC" means John Ferneley College, located at Scafford Road, Melton Mowbray, LE13 1LH.
- "JFCS" means John Ferneley College Staff.
- "SchoolHire" is the online booking system for all facility hire at John Ferneley College.
- "Booking" means any class, facility, or activity which is booked using the online booking system.
- "Hirer" means the person, member, organisation or company booking any activities, classes, courses, lessons or facilities for hire on the premises of John Ferneley College.

Bookings and Facility Use

- The hirer must apply to make any booking on the premises of John Ferneley College, through the online booking system, SchoolHire, located at: johnferneleycollege.schoolhire.co.uk
- Only the facilities listed on SchoolHire are available for let. The kitchen is NOT available for let.
- Only the school facilities are available for hire. The 'Hirer' must provide their own equipment and apparatus, where applicable, to use within the hired facility, (for eg. Stationery, Kitchen/Cooking Utensils, Sports Equipment, Technology Devices, unless a sperate arrangement and additional hire payment has been made with the school).
- Once the booking has been placed by the hirer, JFC (Hire Facilities Team) will consider the booking and space for hire. Once accepted, the hirer will receive an automated email confirming the booking, at which time the booking will be subject to the Terms and Conditions and approval from JFCS.
- The JFCS are under no obligation to renew or extend any booking or series. **The hirer must take full ownership of their bookings.**
- Bookings can be made by anyone aged 16 or above.
- **All hirers must report to the School Reception to check in ahead of their booking.** We advise all hirers to arrive at least 15 minutes prior to their booking slot.
- Upon arrival to the School, all hirers must check in via the visitor book at Reception.
- **Issuing keys to members of the public is not permitted.** Use of the School buildings outside the hours of 07.00hrs and 18.00hrs Monday - Friday, requires additional staff to lock, unlock and secure the building. **We are only able to open the School for lettings if we have staffed appropriately.**
- The Weekend and Out of Hours takes into account the additional cost of staff.
- Hirers should be aware that with a series of lettings the clause on 'Cancellation and Changes' does apply. Therefore, a hirer should consider that at certain times of the year some rooms might not be available during exam periods, school events and open evenings – see Payment and Cancellation terms for more detail below.

- JFCS reserves the right to move a booking to a different location on the school premises, if necessary.

Payment Terms, Cancellation, Refunds and Discounts

Payment Terms

- **Payment:** 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 the JFCS have accepted your booking, will your bank account be debited. If the JFCS reject your booking the funds will be released back into your account.
- All payments are required in full, prior to the start of a single or series of bookings on a monthly basis.

Cancellation Policy

The School reserves the right to give at least 4 weeks' notice of changes should a facility be required by the School, i.e. during exam periods or due to essential maintenance.

All Bookings

If the hirer cancels a booking the following shall apply:

- If the cancellation is made more than 24 hours before the booking, a full refund will be issued.
- If the cancellation is made less than 24 hours before the booking, 100% of the fee shall be non-refundable.
- JFC reserves the right to cancel a booking at any time due to unforeseen circumstances, including school events, and in this event all monies paid by the hirer will be repaid or transferred to a new booking, at the hirers request, subject to all other terms and conditions stated herein. However, JFC shall not be liable to pay any other expenses incurred by the hirer either directly or indirectly resulting from such cancellation.

Refunds

- Subject to Terms and Conditions stated herein, we are unable to offer refunds for bookings due to illness or injury.

Discounts

- At certain times of the year, JFC may apply discounts to bookings or signing up of new customers in line with the schools marketing plan (i.e refer a hirer).

Insurance

- Hirers are responsible for holding and maintaining public liability insurance.
- Hirers must ensure all up to date copies of insurance policies and any other key documents to be uploaded to the hirers SchoolHire account, and approved before the booking can be authorised.
- The School has taken out insurance to cover the use of facilities by third parties who do not have their own Public Liability Insurance. However, if the hirer employs a third party e.g. a supplier such as a band or DJ, they will also need to obtain a copy of the suppliers Public Liability insurance certificate. This should provide a minimum cover of £5 million. The School will not accept lettings without seeing proof of this insurance.

- If the hirer is teaching or instructing, they should ensure that they carry Professional Indemnity Insurance to cover against claims of professional negligence by those they are instructing. Again, the School would wish to see proof of this cover before the letting takes place.

Limitations of Liability

- The hirer is responsible for any damage or loss caused by attending a booking on site at John Ferneley College, including but not limited to its equipment, fittings or apparatus. The hirer must report any such damage or loss to JFCS immediately it is known to have occurred. The hirer will be charged for any damage caused (including accidental damage).
- JFC employees shall not be liable for: any loss or damage to property of the hirer or to the property of any third party arising out of the hirers attendance of an activity at JFC (whether in the booked area, JFC generally or in the grounds or the car park of John Ferneley College), and whether items were placed in changing rooms or not; any personal injury to or, the death of any person unless caused by the negligence or recklessness of JFC.
- JFC accepts no liability in the event of technical and/or any other failures or other emergencies which occur either during any booking or which prevent any facility use beyond the control of JFC. Hirers will be notified of any reason for a cancellation of any booking with as much notice as JFCS can reasonably give, provided contact details are present or via the JFC website, twitter, email or public notices.

Data Protection

- John Ferneley College will comply with the Data Protection Act 2018 and General Data Protection Regulations in relation to this agreement. Where John Ferneley College acts as the Hirer's data processor, JFC will ensure that it does not process any personal data other than as instructed by the Hirer and will ensure that it has in place appropriate organisational and technical measures to ensure the integrity and security of and prevent unauthorised processing of such personal data.
- For the safety and security of its facilities, staff, students and guests please be advised that John Ferneley College operates CCTV across the school site in accordance with all relevant legislation.

School Closures

- Should John Ferneley College receive an emergency closure, due to snow/extreme weather conditions, flood, fire, industrial action, disruption to mechanical, electrical supplies or other unforeseen circumstances, JFCS shall notify the hirer as soon as possible via email, explaining the reason for its inability to carry out the booking. A full refund will be issued in case of an emergency school closure.
- In such circumstances JFC shall not be deemed to be in breach of this Agreement and conditions.

General Conditions

- The hirer must co-operate with all reasonable instructions from the JFC staff at all times. The hirer should make themselves aware of the nearest emergency exit and make it known to a member of JFC staff any ailment (medical or otherwise) that may hinder their performance or ability to undertake the booking safely, before the booking commences.
- Any booking confirmed to hirers is made in accordance with the details set out in any correspondence between JFC and the hirer. The hirer is responsible for ensuring that all bookings are carried out in accordance with all rules and regulations which apply while hiring facilities on the premises of John Ferneley College, which may change from time to time, but are not limited to the

Normal Operating Procedures ("NOP"), the Emergency Action Plan ("EAP") (together referred to as the "Regulations").

- If any booking undertaken by the hirer is substantively different to that indicated at the time of booking online, or is not run in accordance with the Regulations of JFC, the JFC Estates and

Facilities Officer or authorised representative of JFC, we will speak to the hirer to try to resolve the matter but, if the matter is not resolved to the satisfaction of the Manager, the Manager shall have the discretion to terminate the booking with immediate effect, without refund. JFC shall not be liable to the hirer for any loss arising in this event.

- It is recommended that the hirer arrives before the start time of the booking (at least 15 minutes before) to allow for checking in at reception, travelling to the facility and for changing, if necessary. The time period booked includes time for set up and for the area to be cleared at the end of the booking time.
- **The hirer shall ensure that the booked facility is cleared of users by the time stated at the point of booking and that the facility used is left in a tidy and orderly condition at the end of the period of use. Hirers are not entitled to continue using the facility beyond their allocated booking time.**
- The hirer must ensure that all passages, courts, ramps etc to which the general public have access to, shall at all times be kept free from obstructions.
- Staff of JFC shall have the right to enter all booked areas at JFC.

Other Provisions

- Subletting/Retailing: The hirer shall not sub-let any part of the facility or activity booked. Hirers are not authorised to sell or trade at JFC, without prior written agreement by the Hire Facilities Officer.
- Bookings must be made through SchoolHire and will clearly state the start and finish times for the period booked.

Security

- JFC reserves the right to request references in respect of the hirer.
- Hirers must remain vigilant to security issues and are responsible for the people who are in the areas they have hired.
- Any concerns about any individuals should be raised immediately with the Estates Facilities Officer, or JFC staff on site at the time.

Health and Safety / First Aid

• Emergencies and Risk Assessments

Fire doors must not be obstructed in any way – to do so would be a breach of fire regulations. All exit signs must be kept lit/visible. The hirer must be aware of emergency procedures and exit routes.

- A risk assessment will need to be completed before a public event, or the School reserves the right to impose restrictions in order to ensure health and safety. Risk assessment forms must be completed by the hirer in advance and must be approved by the Estates Facilities Officer or JFC duty staff.

- Any electrical items (none property of John Ferneley College) that are deemed to need PAT testing can be tested in advance of your booking by our Estates team, but incur an additional charge of £1.00.
- The statement that the area to be hired must be 'fit for the purpose it is being hired for' is significant in the assessment. Please consider this when hiring the School.
- Such equipment as agreed with the hirer will be provided by JFC in good working order. All JFC supplied equipment will be erected and dismantled by JFC staff. Hirers should only assist in handling any equipment under the direct guidance of JFC staff. Equipment brought into JFC by hirers must be safe, meet all appropriate standards in respect of that type of equipment and be installed in accordance with health and safety regulations. It is the responsibility of the hirer to ensure that the equipment is in good working order and risk assessments have been completed. JFC reserves the right to inspect equipment at any time and to request that the equipment be removed if it appears unsafe.
- The hirer must take all reasonable steps to ensure the health and safety of any persons for whom the hirer is responsible, including spectators and young persons.
- The hirer should make themselves aware of any rules in place in relation to the booking they are attending and are required to impart this information to any guests or other individuals attending JFC pursuant to the hirers booking (including spectators, guests) prior to the booking commencing.
- Failure by any person at JFC pursuant to the hirers booking to adhere to the Regulations of JFC will entitle JFC to request that the individual concerned is removed and JFC will also have the right, at its discretion, to immediately terminate the booking without liability to the hirer.
- JFCS will provide first aid cover in accordance with the Health and Safety (First Aid) Regulations 1981. All accidents must be reported to the Estates and Facilities Officer or Estates team (01664 565901), who will carry out the necessary First Aid. In case of a medical emergency, please dial 999 and ensure a member of the JFCS are informed.
- All accidents and incidents must be reported to the School Reception and recorded immediately by a staff member of JFC. However, **it is advised that the Hirer has a trained first aider on site** for the duration of the letting. Full supervision by a responsible adult must be undertaken during an activity, large spectator activity.
- Please note the School Reception and PE changing facilities holds an up to date First Aid kit/s, for use on site. These can only be accessed by JFCS during a first aid incident.

Photography

- The use of cameras, videos and mobile phone cameras or any other form of image capture equipment is strictly forbidden without the prior written permission from a member of the JFC duty team.
- At times JFCS or staff from the school may photograph/film courses and participants to be used solely for marketing, promotional activities, advertising, website publications and across the schools official social networking platforms. By agreeing to the Terms and Conditions, consent will be presumed unless a JFCS is notified/instructed in writing in advance of the booking.

Smoking and Alcohol

- Smoking is strictly prohibited on the premises and grounds of John Ferneley School.
- It is not normal for alcohol to be served on School premises and the School does not hold a licence to sell alcohol. If the hirer wishes to sell alcohol they must notify the School first. The hirer is

responsible for ensuring the law is adhered to and must provide proof of licence to a member of the JFCS prior to their booking.

Food and Drink

- Food can only be consumed in the catering facilities, and all litter must be appropriately disposed of by customers/hirers using the bins provided.
- Drinks can be taken into sports areas in appropriate plastic vessels.
- Any spillage must be reported to a member of the JFCS and attended to in accordance with all health and safety requirements, as not to put any person at risk.

Cleaning

- Hirers are expected to clean up after an event/facility use. Toilet and changing facilities, in particular, should be left in a satisfactory condition. Where the School has to undertake additional cleaning, an additional charge may be levied, or included in the cost of the hire charge.

Parking

- All vehicles must be parked in the designated car park. Accessible parking is available but limited. Cars may only park in the lined bays provided.
- We would particularly emphasise the importance of maintaining low noise levels and avoiding parking where this will inconvenience local residents.
- JFC reserves the right to, on occasion, instruct hirers to park 'off-site'.

Customer Conduct and Behaviour

- Hirers should be aware that when in the grounds and premises of John Ferneley College, behaviour and language used should be-fit that of a School environment.
- JFCS reserve the right to remove and/or exclude any person or persons whose behaviour is considered inappropriate, dangerous or which may cause offence, from the school site. If this is the case, JFCS reserve the right to immediately terminate the booking and any future bookings of the hirer without issue of a refund.

Supervision

- Hirers booking activities are required to provide appropriate levels of supervision for the booking taking place in the area/room booked. Failure by the hirer to provide adequate supervision will result in a booking being terminated.
- Hirers are responsible for the actions, behaviour and conduct of any person on the premises of John Ferneley College who is there pursuant to the hirers booking. The hirer is responsible for ensuring persons under the age of 13 are supervised by an accompanying adult, child/adult ratio.
- Hirers are responsible for supervising juniors throughout the period of the booking, including changing until the group vacate site.
- Children over the age of 13 should change in the appropriate changing room of their gender.

Clothing and Footwear

- Appropriate clothing and footwear must be worn for each surface and sport being carried out in John Ferneley College.

- JFCS accepts no responsibility for items left unattended, in facilities or changing rooms. Outdoor shoes must be removed in sports areas.

Comments Procedure

Where a hirer has any concern, comment or feedback about any class, course, booking or activity, he/she should complete a 'Hirer Comment Card' located at the School Reception.

Our aim is to ensure we fulfil expectations as far as possible, and we would always wish to rectify any issues raised there and then while on site.

General

This Hire Agreement is reviewed annually and can be subject to changes/updates throughout the academic year. Any updates will be communicated to the current hirer database via email from the JFC Estates and Facilities team.

Any activity undertaken by the hirer that is in breach of these Terms and Conditions, and any appropriate regulations will result in the immediate termination of the booking or activity.