

SCISSETT MIDDLE SCHOOL HIRE FACILITIES

Conditions of use

1.Introduction

The School buildings and grounds are regarded as an invaluable local and community facility and wherever possible requests for lettings will be agreed, subject to the conditions laid out in this document. These are intended to run alongside of and to complement the KMC regulations regarding the use of school premises.

No letting will be refused or agreed without first having been considered by the Site Manager/Finance Manager or Head Teacher acting under the authority of the Committee.

The MUGA

This facility has been developed for school and community use after several years of attempting to improve sport and play facilities on the school site. Funding to create the Multi Use Games Area (MUGA) has come from a number of sources: the National Lottery, the Extended Schools Service, the Denby Dale Area Committee and Scissett Middle School – all of these groups deserve our thanks for making improved facilities a reality for children and young people from the communities around the school.

The MUGA has been constructed to the highest standards possible. The playing surface is a short-pile, international quality surface for hockey and enables a variety of other sports to be played for leisure or competition purposes. It is important it is looked after, cared for and not taken for granted by everyone who uses it.

Use of the MUGA will be free for young people under the age of seventeen years, who as individuals or groups simply turn up to play at the facility. Organised groups or clubs who hire the facility for children up to the age of 16 must not ask the children directly to contribute to hire charges, although the club will be asked to pay for the hire of the facility. [The use of the MUGA will therefore be through a combination of bookings through the School Finance Manager and opportunities for free use of the facility when bookings will not be accepted.](#) A notice board is attached to the perimeter fence showing details of bookings and indicating when 'free use' is scheduled.

Finally, the MUGA is a school and community facility. Please enjoy it and look after it.

Contact details

All enquiries regarding any lettings bookings should be made in the first instance through the Finance Office on telephone number 01484 8654444. Linda Etherington, Finance Manager, will be able to assist with your enquiries or by email office@scissett.com

2. Definitions

THE USER

In these conditions, the organisation making a booking is called 'The User'.

THE SCHOOL

In these conditions 'the school' means Scissett Middle School.

THE COMMITTEE

In these conditions 'the Committee' means the 'School Governing Body'.

THE MUGA

In these conditions 'the MUGA' means the Multi Use Games Area.

THE FIELDS

In these conditions 'the fields' means outdoor facilities for hire i.e. pitches

THE BUILDINGS

In these conditions 'the buildings' means indoor facilities for hire i.e. gymnasium, hall, classrooms etc.

3. Booking Procedure

- All Enquirers to be supplied with a KMC Lettings Application Form (HSP1) together with a Scissett Middle School 'conditions of use' Booklet.
- Lettings will be considered from the completed HSP1 form. These, once completed should be returned to the Finance Manager (Linda Etherington) in the first instance.
- The form will be checked with the Site Manager to ensure availability and that there is no clash with existing lettings or planned school events.
- The completed form must be submitted to cover the whole letting period. Hire times should include time for setting up and clearing away of any equipment. Evening lettings in the building should finish no later than 9.30pm or if a later finishing time is required this must be agreed with the School as a cost will incur for unsociable hours.
- The HSP1 form must be completed whether the letting is for a 'one off' event or a block booking.
- Once the letting is approved the Finance Manager will write confirming the details and the cost of the letting.
- The School requires a minimum of 2 weeks notice before commencement if practicable.
- Charges will be levied and payment made in accordance with the School's charging policy (detailed in section 3 of this policy document).
- The Enquirer may be contacted in regard to the following, if applicable:
 - Type of activity planned
 - Access to buildings
 - Start and finish times
 - Suitability of proposed location
 - Supervision arrangements
 - Use and care of school ICT equipment (if appropriate)

- Tidying up at close of session
 - Reporting of breakages
 - Ban on use of equipment not specifically relevant to letting, especially in the gym or hall.
 - Billing and renewal arrangements
 - Insurance cover including Public Liability.
 - Health and Safety issues
- Requests for lettings during holiday periods will be considered sympathetically in the light of cleaning and maintenance schedules.
 - When booking the football/rugby pitches, fixture lists must be provided for the whole of the season (booking period).

4. Cancellation

The School reserves the right to:

- Refuse to accept a booking.
- Cancel a booking by giving 4 weeks notice in writing to the User at the address given on the booking form and shall refund to the User a sum not exceeding the booking fees paid in respect of the cancelled booking.
- Cancel a booking where verbal or physical abuse has been directed towards a member of the school staff or other community user groups using the facility.
- Cancel a booking with immediate effect on the grounds that misleading or insufficient information was given at the time the booking was made.
- Cancel a booking with immediate effect as a result of circumstances beyond its control e.g. Failure of floodlighting. The exercise of its rights of refusal or cancellation shall be at the absolute discretion of the School.

The User agrees that unless otherwise stated the School shall incur no liability whatsoever as a result of the exercise of any of the School's rights under this clause.

5. Indemnity

The User shall indemnify the School in respect of all costs, loss and expense incurred by the School in respect of damage or loss to School buildings, property or equipment arising out of or in connection with the use of the School's facilities by the User or members of the User's group.

The User shall also indemnify the School in respect of all losses and claims for injury or damage to any person or property whatsoever where such loss or damage arises wholly or partly from the act, defaults or negligence of the User or any member of the User's group. For the avoidance of doubt any person includes (without limitation) members of the User's group, school pupils, staff and third parties.

6. Liability

The User and members of the User's group use the School's facilities entirely at their own risk and except as may be required by law, the School shall not be liable for any loss, damage or injury whatsoever arising out of or in connection with the use of the School's facilities by the

user and members of the User's group. User Groups must ensure that they have adequate Public Liability Cover (**minimum £5 million**).

The School shall not be liable for any loss or expense arising if the premises are unavailable on the day of the booking because of flood, fire, strike, lock-out, work to rule, act of God or any similar cause beyond the School's control.

7. Assignment

The School's facilities are only to be used by the User and members of the User's group and the User shall not assign or sub-let all or part of its booking to any other person.

8. Health and Safety

NO SMOKING IS ALLOWED ANYWHERE WITHIN THE BUILDING OR SCHOOL SITE.

Fixed and portable equipment may only be used by groups who have been granted permission for use (on HSP1 letting form) at the time of the booking.

User groups bringing their own electrical equipment must have current up to date certificates for PAT testing.

It is the responsibility of the User to visually check that the facilities being used are safe. In particular, attention is drawn to the following:-

- Grass pitches, goal posts and goal areas must be inspected before each game.
- Appropriate footwear and clothing should be worn on the MUGA to reduce the likelihood of injury through friction burns.
- **UNDER NO CIRCUMSTANCES SHOULD ANYONE ATTEMPT TO CLIMB OVER THE FENCING SURROUNDING THE MUGA, OR SIT/STAND/CLIMB ON THE GOAL AREAS.**

It is the Hirers responsibility to familiarise themselves with the fire evacuation procedures. Lead personnel must ensure that at each session these procedures are made clear to all participants and/or guests. Clubs hiring the indoor facilities must have a signing in sheet or register.

9. Security

Access to all facilities is through the school car park.

CCTV cameras are in operation.

The site Manager is responsible for opening the school building prior to a letting and closing the building when they are vacated.

It may be necessary to issue certain Users (of the MUGA) with a key for the gate at the top of the driveway. This **may** be necessary if the User is the last letting of the evening or a week-end letting. The User must ensure that the gate is locked when vacating the school site. Failure to lock the gate will result in a call-out charge to the User as the Site Manager will be called out to lock the gate.

The User will not make copies of any of the keys and will not pass any key to any other organisation.

If any key is lost by the User, howsoever this occurs, the User will inform the School immediately and the School will invoice the User for the cost of a new key as appropriate.

User's with responsibility for opening the gate (on a week-end) must ensure that the Lock (itself) is snapped shut on the gate. If the lock is lost then, again, a charge will be made for a replacement lock and keys.

The User will return the key to the School at the end of each hire period.

10. Noise

Users are expected to show respect and consideration for local residents. This means no unnecessary slamming of car doors or shouting. There should be no music played in the school grounds from whatever source.

11. Use of Facilities

Building

- No smoking is allowed anywhere within the building.
- The User is responsible for the removal of any litter.
- No dirty footwear should be worn inside the building.
- The User must stay in the designated areas which will include the entrance/exit and toilet facilities.

MUGA

- No food of any description must be taken on to the MUGA. This includes sweets, chewing gum, fruit, crisps and drinks (other than bottled water).
- The User is responsible for the removal of any litter whatsoever from the MUGA.
- Shoes should be clean (of excess mud) before going onto the MUGA.
- Studded football or rugby boots should not be worn. (This includes blades).
- Boundary nets, if used, should not be interfered with and must be left drawn back and secured at the end of each session.
- Floodlighting is provided for the User throughout the Autumn/Winter period and will be automatically activated through a timer switch.
- The floodlighting will be automatically switched off at 8pm in accordance with planning regulations.
- The minimum length of a booking is for 1 hours' duration. Bookings can be extended over an hours' duration in half hour slots.
- Bookings will commence on the hour or the half hour after school extra curricular activities are finished. This will vary depending on the day of the week.
- The last booking in Autumn/Winter will cease at 8pm.
- The last booking in Spring/Summer will cease at 9.30pm
- All Users MUST enter and vacate the MUGA in accordance with their pre-booked time slot

Fields

- Use of the fields is by prior arrangement with the school and must go through the bookings procedure.
- Users MUST provide the School with details of requirements in advance particularly for match days.
- Dogs unless on a lead are not allowed on the school grounds. All dog litter must be cleared up in accordance with the dog fouling law. CCTV cameras are in operation.

12. Entertainment Licences

The User shall be responsible for the taking out of the following when they are required:

- An Entertainment Licence for public dancing and entertainments
- An indoor Sports Entertainment Licence for sporting events to which the public are to be admitted
- An Occasional Stage Play Licence

The User shall, when dances, stage plays or other public events are held, provide adequate stewarding to cover entrances and exits and to maintain order in the parts of the premises hired including toilets, cloakrooms and corridors.

Where the User requires a licensed bar the following conditions shall apply:

- The User shall be responsible for ensuring that an occasional licence or occasional permission is obtained for the premises from the Magistrates Court
- No intoxicating liquor shall be consumed in any but the rooms hired
- No part of the price of admission shall include the price of an intoxicating drink or drinks
- The User shall not, without permission, take any intoxicating drinks onto the premises

The User shall be acquainted with the following:

- The conditions of any licence granted for the purpose of hiring
- The fire evacuation procedures, fire escape routes, fire assembly points, fire alarms and fire fighting equipment.

The User shall ensure that the number of persons on the premises at any one time does not exceed either (i) the number prescribed in the Entertainment Licence, or (ii) where no such Licence is in force the number prescribed by the Committee. The User shall not, in any circumstances, issue tickets for more than the prescribed number of persons.

13. Copyright Licences

The user must not use the premises or any part thereof for the performance in public of any dramatic or musical works or for the delivery of any lecture in which copyright subsists without the consent of the owner of the copyright.

The User must indemnify the School and Committee against all payments which the School or the Committee may have to make by reason of any infringement of copyright during the period of hire.

To give written assurance to the School that appropriate steps have been taken in connection with the above.

14. Spectators

The User shall ensure that all spectators are restricted to the appropriate areas. These are:

- The MUGA itself
- The fields and grass area at the front of the school
- The car park area down the drive and to the front of the school

The following areas must not be used:

- The car park to the rear of the school (access will be restricted by a locked gate).
- The tennis courts to the rear of the school
- The grounds belonging to the Site Manager's house

15. Car Parking

Cars should be parked in the following areas only:

- School car park
- Bus circle and car park at the bottom of the school drive
- School drive
- **Do not park on the grass**
- **Do not park in Scissett first school car park and its surrounding grassy area.**

16. Charging Policy

Scissett Middle School in accordance with KMC lettings policy, charges the Marginal cost of a letting to Community User Groups.

The Marginal Costs are those which are incurred in addition to normal school usage and include elements for heating, lighting and caretaking.

Users not classed as Marginal cost users may be charged an element of profit.

All lettings will be subject to a booking fee.

Buildings

- A charge will be made for the Site Manager to open and close the building.
- If the Site Manager is required to be present for the duration of the letting then a charge will be made for this service.

- Payment rates for the Site Manager will increase from 1st April annually in line with inflation.
- Energy Rates are calculated by the hour and are charged on a zone basis within the school for heating and lighting.
- We charge a summer rate and a winter rate. The winter rate is applied to lettings from 1st September to 31st March (when the heating will be operating), and the summer rate is applied to lettings from 1st April to 31st August.
- Energy rates will increase from 1st April annually in line with inflation.
- If the Site Manager is 'called out' then a charge of £30 will be made.

Pitches

- A flat rate of £20 will be made for pitch hire for adult teams and £15 for children's teams
- A flat rate of £10 will be made for training sessions for adult teams.
- A block booking of 10 sessions will generate a 10% discount.
- If the Site Manager is 'called out' then a charge of £30 will be made.

MUGA

- The MUGA will be hired out for a minimum of one hour.
- Hirers' can book for longer than one hour in further half hour slots.
- The charge for one hour for adult teams is £30 with Floodlights and £20 without Floodlights.
- The charge for one hour for children's teams is £20 with Floodlights and £15 without Floodlights.
- The charge will increase by half again for every additional half hour slot.
- A block booking of 10 sessions will generate a 10% discount.
- Floodlighting in the winter months will be automatically turned off at 8pm by a timer switch.
- If the Site Manager is 'called out' then a charge of £30 will be made.

	Adult Teams With Floodlights	Junior Teams With Floodlights	Adult Teams Without Floodlights	Junior Teams Without Floodlights
	£	£	£	
Minimum hire of 1 hour	30.00	20.00	20.00	15.00
Further half hour	15.00	10.00	10.00	7.50
Hire of 10 one hour sessions (includes 10% discount)	270.00	180.00	180.00	135.00

17. Invoicing

All lettings will be invoiced in advance.

'One off' lettings will be invoiced four weeks in advance of the letting and should be paid immediately

Block sports lettings will be invoiced every 10 sessions. The invoice will be sent prior to the first booking and must be paid within 30 days. Failure to do so will result in the letting being cancelled.

Weekly lettings within the building will be billed termly in advance and should be paid within 30 days. Failure to do so will result in the letting being cancelled.

All cheques should be made payable to Scissett Middle School.

Payment by cash should be made at the school. Do not send cash through the post.

Lettings are subject to a booking fee

18.Changes to these conditions

Users will be given at least one week's notice of temporary changes and four weeks notice of any permanent changes and will receive a refund in respect of any booking fees paid in respect of any subsequent cancellations that the user makes as a result of these changes.

All changes will be communicated to Users in writing.

Users are expected to comply with these terms and conditions. Any breach or failing to do so will result initially in a written warning. Further or repeated breaches or failures to adhere to the terms and conditions may result in the User or the individual(s) concerned being barred from further use of the facility indefinitely. In these cases, no refunds of any booking fees paid will be made.

Written warnings will be issued by the School upon receipt and verification, as far as is practicable, of a complaint.

Suspensions or cancellations of future bookings will be considered by and subject to agreement by the Committee.

Users or individuals may appeal against a decision to suspend or bar by making an appeal in writing to the next scheduled meeting of the Committee. The person named as the person responsible for the user group (on the HSP1 booking form) in the case of user or the individual(s) in the case of decisions affecting individual(s) may attend the meeting. The Committee's decision following the appeal will be final.

Major breaches of these terms and conditions may result in immediate suspension of the user or individual(s) concerned without a prior written warning, subject to agreement by the Committee.