



*'Learning from Each Other' -  
'Achieving Together'*

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# Lettings Pack 2018 - 2019

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Date: **Autumn 2018**

Person(s) Responsible for Policy: **Head**

Committee Responsible: **Finance**

Term of Review: **Autumn 2019**

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# Swindon Village Primary School

## Hiring Agreement

Please ensure that any proof required is attached to this form.

It is your responsibility to also ensure that the school is provided with up-to-date copies (when out-of-date we are provided with the new copy)

Public Liability Insurance Certificate (in date)

OR I would like to purchase Hirers Insurance at 10% of Hire Fee

Health & Safety Policy (if applicable)

Copy of Risk Assessments

Staff DBS details if applicable

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Please return this completed Hiring Agreement, together with the Declaration Form to:

The School Business Manager

Swindon Village Primary School, Church Road, Swindon Village, Cheltenham. GL51 9QP

Contact: E-mail: [bursar@swindonvillage.gloucs.sch.uk](mailto:bursar@swindonvillage.gloucs.sch.uk)

Phone: 01242 690016

***This form will need to be renewed for the start of each financial year for long term lettings***

# Swindon Village Primary School Hiring Agreement

NAME OF APPLICANT: .....

ADDRESS: .....

TELEPHONE NUMBER (HOME): ..... (BUSINESS): .....

NAME OF ORGANISATION.....

ADDRESS OF ORGANISATION IF DIFFERENT FROM ABOVE: .....

.....

ACCOMMODATION REQUIRED: e.g. Hall, Studio, Room, Meeting Room, MUGA, Field etc.

.....

FOR THE PURPOSE OF: .....

OTHER FACILITIES REQUIRED: .....

DAY(S) / DATE(S) OF USE: *If for a multi booking, please attach a detailed schedule*

DAY: ..... DATE: ..... FROM: ..... (am/pm) TO: ..... (am/pm) PARTY SIZE: .....

*Where the activity includes the supervision of children, please provide a statement of your "Safeguarding Policy and Procedures", and note that you will be required to provide evidence of ID and DBS clearance for your staff and volunteers.*

NAME & CONTACT NO.OF KEYHOLDER (if applicable): .....

I HAVE READ THE CONDITIONS OF HIRE AND AGREE TO ABIDE BY THEM IN FULL

SIGNATURE OF APPLICANT: ..... DATE: .....

## NOTES

1. The letting(s) will not be allowed /authorised until this form is returned to the School Business Manager at Swindon Village Primary School, Church Road, Swindon Village, Cheltenham, GL51 9QP.
2. All payments should be made payable to SVPS within two weeks of the invoice's date

SMOKING IS NOT PERMITTED ANYWHERE ON THE PREMISES

# Swindon Village Primary School

## Hiring Agreement - Conditions of Use

### **APPLICATION**

- All communication for the hire of the premises must be returned to the School Business Manager
- The Hirer shall not sub-let or part with possession of the school or any part thereof
- The school may require further information concerning any application for the hire of the premises

### **APPLICANT**

- The Applicant who signs this form must be over 18 years of age and shall be responsible for all payments and terms of hire.

### **FEES AND DEPOSIT**

- The hiring fee shall be paid to Swindon Village Primary School on receipt of invoice.
- Special arrangements may be made for payment for multiple bookings at the discretion of the Head Teacher.
- Paying a deposit does not limit liability of the Applicant.
- Charges may be liable to be increased at the school's discretion at any time.

### **CANCELLATION**

- If the Hirer cancels or postpones an engagement of the School by not less than 28 DAYS notice in writing to the School Business Manager, half-fees will be forfeited, and if less than 28 DAYS notice is given, full fees will be forfeited.
- If sufficient notice is given the fees may be refunded but a fee may be retained to cover administration costs.
- Should the Hirer wish to cancel 1 event included within multiple bookings, at least 3 clear days' notice must be given or no refund will be made.
- The School Business Manager must receive a letter of cancellation before a booking can be cancelled.
- The School reserves the right to cancel this hiring (or some part of it) without notice in the event of the premises being rendered unfit or unavailable for use. In that event the Applicant shall be entitled only to a refund of the hiring fee and the refund shall be the limit of liability for such a cancellation.
- The School will not be responsible for any loss or damage suffered by the Hirer or any other person in the event of the accommodation not being available by reason of war, civil commotion, force manoeuvre, strike or any other industrial action, accident, natural disaster or other like cause.
- The School may in such event, at its discretion return any fees paid, but will not pay any other compensation in respect, of such loss or damage. The decision of the School as to whether or not the accommodation is available within the meaning of this Clause shall be final and binding on the Hirer.

### **PERMISSION TO USE THE PREMISES**

- The Applicant may use the premises for the purposes stated above and no other purposes on payment of the hiring fee, insurance supplement fee (if applicable) and acceptance of the terms of this permission.
- The school reserves the right any time to postpone a letting if it requires the use of the school for its own purposes or for circumstances beyond its control.
- In the event of the premises not being vacated by the agreed stated finishing time, a charge equal to a minimum of 1 hour's rate will be implemented.
- It should not be assumed that a booking ensures exclusivity in any area although every reasonable step will be taken by the School to ensure any private function is not disturbed.

## APPLICANTS UNDERTAKINGS

The Applicant shall:

- Be responsible for the premises and the behaviour of all persons connected with the hiring and their car parking arrangements so as to avoid any obstruction.
- Take all precautions for the safety of all persons entering/using the Premises during the period of hire.
- Prevent the premises being used in such a way which does or may cause a nuisance or annoyance to others in the vicinity.
- Prevent damage to any part of the premises which includes but is not limited to any decorations furniture fixtures and fittings building fabric and be liable for any damage to the premises connected with the hiring.
- In the event of any damage to the premises connected with the hiring to pay to the School Business Manager on demand the costs of any such repair and any loss of income resulting from the premises not being used which is attributable to the damage.
- Not move or alter or add to any furniture or equipment or electrical or heating or lighting systems at the premises without the prior agreement of the Head Teacher.
- Not bring any equipment (e.g computers, sports, music PA) whatever nature on to the property except with the prior written consent of the School Business Manager. Agreement to be made at the time of booking.
- Prevent the consumption of alcohol and gambling and gaming on the premises unless the prior written approval of the School Business Manager has been obtained and all legal requirements are met in full.
- Obtain any necessary consent and comply with all regulations connected with the permitted use of the premises (for example, copyright, performing rights licensing and gaming laws fire and health and safety requirements).
- Indemnify the Council/School/Head Teacher of premises from and against all actions proceedings costs claims and demands or other liability which may arise in any way whatsoever in connection with any breach of the terms of this permission provided that such indemnity shall not apply to the extent that such actions proceedings costs claims and demands or other liability are directly caused by the acts or omissions of the Head Teacher or their employees servants or agents (but not contractors).
- The Applicant confirms that s/he is insured in the minimum sum of £5 million in support of this indemnity and produce to the School Business Manager evidence of such insurance. (but see Hirer's liability below)
- Failure to produce satisfactory evidence of such insurance may result in cancellation at any time of the hiring by the School Business Manager in which case any unused deposit will be returned but the hiring fee may not be returned. In this event the return of any unused deposit shall be the limit of the Schools liability.
- Prevent smoking on any part of the premises.
- Observe any security requirements for the use of the premises as the School Business Manager may specify.
- In order to comply with Safety Regulations NO form of GAS CYLINDERS will be permitted in the building. It shall be lawful for the school's representatives to remove or to have removed from the premises any said items not complying with the Regulations
- It is the Hirers responsibility to ensure that the all facilities used are returned to the condition they were found in (this includes the collection and disposal of litter and stacking of chairs). The premises are to be left in a clean and tidy condition and securely locked (if appropriate)
- The Hirer shall take every care to ensure that no undesirable person is permitted to enter or remain in the premises or otherwise make use of the accommodation, and shall be responsible for good order and conduct during the term of the engagement.
- The Hirer shall not permit the Exit Doors or Corridors to be interfered with or otherwise obstructed in any way.
- Except with the prior written consent of the School: -
- No alterations or additions shall be made to the lighting, heating, seating, fittings, fixtures or other arrangements on the premises.
- No decorations, flags or emblems will be permitted, unless by prior consent of the School and they are made of the approved standard flame retardant fabrics.

- Posters or placards will be permitted only at the approved places and the name of the Hirer shall be placed in a prominent position on all bills and advertisements announcing meetings or entertainment's in the School. A copy of all posters and advertising information should be forwarded to the Head Teacher prior to circulation.
- No nails, tacks, screws or similar objects shall be driven into the stage, walls, floors or any other parts of the School building.

#### **DAMAGE OR LOSS ARISING FROM HIRE**

- The Hirer shall meet the cost of making good any damage to the building, goods or other property either of the School or of any other person caused during the period of, or arising in connection with, the hiring, (except such damage caused or arising from the act of the School or its servants or agents).
- In the event of any damage arising from the hiring, the Hirer will be notified at the first opportunity and if reasonable and possible, given the opportunity to inspect the damage.
- The School will not accept for safe-keeping from any person any article or property which may be left on the premises during or after a function has finished and the responsibility for such safe-keeping will devolve upon the Hirer.
- The School will not be responsible for any loss or damage to person or property arising during or in connection with the hire other than such loss or damage for which the School may be legally liable.

#### **CARS & OTHER VEHICLES**

- The Hirer shall ensure that no car or vehicle used in connection with or in attendance at the hire is parked in an unauthorised or dangerous position, and that any instructions given by the School in regard to parking are strictly observed.
- Those attending the hire are responsible for the safety of their vehicles and the contents thereof, and the School will not in the absence of liability accept responsibility for any loss or damage caused to vehicles or their contents during or in connection with the hirer
- NO VEHICLE shall under any circumstances block access to the entrance of the school as this is the only Emergency Service access

#### **HIRER'S LIABILITY**

- Organisations and individuals who do not have suitable insurance can, as an extra to the hire charge, take out temporary cover for duration of booking. (see application form)
- This liability cover is not available to business or political hirers or schools who do not obtain insurance c/o GCC.
- Where no hiring fee is charged the 10 % premium must be based on fee that would normally be charged for such a booking.

#### **GENERAL**

- The School gives no warranty that the premises are legally or physically fit or suitable for the Applicant's purposes and the Applicant must satisfy him/herself as to its suitability.
- The Head Teacher and all persons authorised by the Head Teacher has the right to enter the premises at all times.
- The hiring does not grant any interest or estate in the premises.
- The Hirer shall have the use of the accommodation for the period and purposes stated on the booking form only, and he or she will be responsible for ensuring that the premises are vacated by the finishing time stated on the Form at the time of booking, or as subsequently amended.
- All amendments must be agreed in writing with the School Business Manager.





# Swindon Village Primary School

## Charges

(with effect from 1/1/19)

Main Hall	£18/hour
Studio	£13/hour
Meeting Room	£15/hour
Classroom	£15/hour
Out of Hours Club (Areas outlined in the contract)	£10/hour
Multi Use Games Area	£18/hour
Playground areas	£65/day, £12.50/hour
Field Areas	£65/day, £12.50/hour
Caretakers charge for non-key holders	Additional £20/letting

### Additional Guidance

- School facilities let for use will be provided in good order. Any short comings should be noted by the user and shown or communicated to the School Business Manager.
- Guidance will be given for use of school equipment if permission for use has been given by the school.
- If applicable, and depending on circumstance, the hirer may be asked to provide a named key holder. This representative will be responsible for the security of the building - unlocking, locking and access control.
- Hirers will be asked for a copy of their £5million liability insurance document. Failure to produce this may result in cancellation of the hiring by the school.
- Ad hoc Hirers can take out LA Insurance to cover their letting - please contact the School Business Manager to get a quote.
- An Agreement of Use is to be signed by the Hirer as an appendix to the Conditions of Use.



# Swindon Village Primary School

## Hiring Agreement

### Declaration

I have read and fully understood the conditions of hire, copies of which are retained by me, and I agree to abide by and conform to the same.

I further understand that I must return this form to the above address a minimum of 28days prior to the date(s) required for this booking to be retained.

An invoice will follow on the return of the completed form.

All cheques to be made payable to Swindon Village Primary School.

Full payment must be made before hiring can take place unless other arrangements have been agreed with the School Business Manager.

I ..... (Print name) accept the above terms of hire

SIGNED..... (Applicant) Date: .....

**Swindon Village Primary School holds the right to amend this policy without prior agreement with the hirer. Any changes will be passed onto the hirer within one month of the amendment.**



# New Letting Induction Checklist

<p style="text-align: center;"><b>Welcome to Swindon Village Primary School.</b></p> <p>The purpose of this document is to help all club members to understand what should happen in the event of an accident or fire.</p>	<p style="text-align: center;"><b>Tick when discussed or action completed</b></p>
<p><b><u>1) In Case of Fire:</u></b></p> <p><b>You will be shown the fire exits and alarms in the area you are using for your club.</b></p> <p><b>On discovering a fire:</b></p> <ol style="list-style-type: none"> <li>1. Sound the alarm by pressing the glass of the nearest alarm.</li> <li>2. If the alarm bell fails to ring then find another alarm to press (but the alarms should be fail safe).</li> <li>3. Summon the Fire Service on 999 (Full address: Swindon Village Primary School, Church Road, Swindon Village, Cheltenham GL51 9QP)</li> <li>4. Make the Caretaker aware. If Caretaker is not on-site, please contact School Emergency Contact number 2 or 3. Please note these contacts are only to be called in the event of an emergency.</li> </ol> <p>➤ <b><u>EVACUATION - CLUB MEMBERS</u></b></p> <ul style="list-style-type: none"> <li>• All club members should be guided, quickly but calmly, out of the area along routes indicated in each room.</li> <li>• There will be no time to collect bags or coats.</li> <li>• All doors should be closed.</li> <li>• Exits identified</li> </ul> <p>➤ <b><u>CARETAKER</u></b></p> <p>When the alarm is activated, the monitoring service will contact the Caretaker making him aware that an alarm is active.</p> <p>In the event of a fire, the Caretaker should meet the Fire Service to advise on the source of the fire and the location of potentially dangerous materials.</p> <p>If the alarm should sound without you having activated it:</p> <ul style="list-style-type: none"> <li>• <b><u>During his working hours</u></b> the Caretaker should attempt to locate the source of the alarm by checking the fire panel and then carrying out further investigations. If it is a false alarm, the evacuation should continue but the alarms can be cancelled and the building re-entered once all checking has been completed and it is confirmed by the Caretaker that it is safe to do so.</li> <li>• <b><u>Outside his working hours</u></b> either the Caretaker or another designated member of staff will return to school and the fire brigade will attend the site.</li> </ul> <p>➤ <b><u>ACTION AT ASSEMBLY POINT - CLUB MEMBERS</u></b></p> <p>The assembly point is in the gravel car park, adjacent to the drive gates. Clubs will be responsible for taking their own registers upon gathering at the assembly point.</p>	

<p><b>2) Accidents and First Aid:</b></p> <p>Clubs will be responsible for providing their own first aid kits and accident book. Responsibility of recording any accident lies with the club itself.</p> <p>As a club user of the facility you are wholly responsible for the conduct, access and safety of the adults and children attending for the duration that you are on the premises.</p>	
<p><b>3) On Site Issues:</b></p> <p>In extreme circumstances, the Caretaker <u>may</u> be available to help, however please be aware that he will be off-duty in the evening - please contact School Emergency Contact number 2 or 3 in the event of an emergency</p>	
<p><b>4) Security:</b></p> <p>If you are a key holder, you are responsible for locking and alarming our premises once your letting has finished. If you are not a key holder, you will be paying an additional letting fee and the Caretaker will be responsible</p> <p>Please make sure your letting finishes promptly according to the booked and agreed time on the booking sheet. Please vacate the premises promptly ensuring the site is secure.</p>	
<p><b>5) Useful Numbers:</b></p> <p>Police Station - Non Emergency 101  Gas Emergency - 08009 99111  School Emergency Contact 1: Caretaker, 07482 181340  School Emergency Contact 2: School Business Manager, 07933 233482  School Emergency Contact 3: Head, 07876 752366</p>	
<p><b>6) Tour of Area:</b></p> <p>Area to be hired, Toilets and access.</p>	
<p><b>7) Security fob / Keys issued:</b></p> <p>The fob must be swiped at the <u>beginning and end</u> of each session even if the door is already open so that we have a reliable record of who is on site at all times. The fob and the keys are the responsibility of the key holder and should not be passed on to others.</p>	
<p><b>8) Other Queries:</b></p> <p>Including any breakages, maintenance requests or health and safety concerns should be forwarded as soon as possible to the School Business Manager:  <a href="mailto:bursar@swindonvillage.gloucs.sch.uk">bursar@swindonvillage.gloucs.sch.uk</a></p>	

Signed by Hirer: \_\_\_\_\_

NAME: \_\_\_\_\_

Date: \_\_\_\_\_

Signed by School Business Manager/Head Teacher: \_\_\_\_\_

NAME: \_\_\_\_\_

Date: \_\_\_\_\_