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Lettings

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Verified by	The Head Teacher
Approved by	Finance and Premises Committee
Review Date	Autumn Term 2021

Berkeley Primary School
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Mission Statement

"We are a happy school at the heart of the community where learning for all is promoted. Our ethos is to combine high quality teaching with care and support in the pursuit of excellence. Achievement, however it is shown, is always celebrated. Traditional values are combined with a creative and open perspective. This enables all members of our school community to learn, grow and develop as individuals to realise their potential."

The terms and conditions of use of the school premises shall include all those laid down by Gloucestershire County Council in documents which can be requested from Shire Hall, Gloucester or from the school, including :

1.

All lettings will incur a charge as outlined below:-

The Hall (minimum 2 hours hire)

Educational and Youth services	£15.00 for 2 hours + £7.00 per hour thereafter
Community users	£15.00 for 2 hours + £7.00 per hour thereafter
Commercial users	£30.00 for 2 hours + £15.00 per hour thereafter
Sports facilities	£15.00 for 2 hours + £7.00 per hour thereafter

The Sports field* (minimum 2 hours hire)

(Toilets and/or refreshment facilities are not available when hiring the sports field. Use of the changing rooms may be possible by prior arrangement,)

Educational and Youth services	£14.50 for 2 hours + £7.00 per hour thereafter
Community users	£14.50 for 2 hours + £7.00 per hour thereafter
Commercial users	£30.00 for 2 hours + £14.00 per hour thereafter
Sports facilities	£14.50 for 2 hours + £7.00 per hour thereafter

A discount of 20% is applicable to regular users – for bookings of 10 sessions or more.

In addition, all lettings incur a caretaking fee of £14.00 Monday to Friday and £27.00 after 11pm and at weekends.

- The booking of facilities in the school shall be made through the School Business Manager, using the appropriate booking form (see over), giving at least 14 days notice. Following receipt of confirmation of the booking, the appropriate charge must be paid to the School Business Manager, at least three days before the let, otherwise the letting becomes null and void. Cancellation for any reason following payment will incur a 10% charge to cover administration costs.
 - The hirer will be required to leave the facilities in a clean and tidy condition; a charge will be made to reinstate the facilities if this requirement is not met.
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4. Heating of the facilities will be on a residual heat basis only, if supplementary heating is required this will incur a surcharge.
 5. No alcoholic drink to be sold or served unless authorisation is obtained from the Governors prior to the letting, and appropriate licences have been obtained. No smoking to take place anywhere on school premises.
 6. The hirer is required to take out public liability insurance cover to £5 million. The school will need to see a copy of the insurance document prior to permission for use being granted. Any damage or loss to be made good by the hirer. The applicant must indemnify the County Council from and against all actions, proceedings, costs, claims and demands or other liability which may arise in any way whatsoever as a result of the applicant's use or breach of any of the applicant's undertaking and, if so required, to produce proof of such indemnity.
Organisations who do not have suitable insurance can, as an extra to the hire charge, take out temporary GCC cover for the duration of the booking. There is a separate application form for this. This liability cover is not available to business or political hirers. It is also not available for bookings that involve groups of 100 or more.
 7. Lettings are only provided during term time. However, individual applications outside term time will be considered without any prior commitment on the school's part to provide such lettings.
 8. All lettings are at the discretion of the Governors who reserve the right to refuse permission for letting any of the premises.
 9. No unauthorised vehicles / bicycles / dogs are allowed on the premises.
 10. It is the responsibility of the hirer to obtain the appropriate licences for the activity, such as a Public Entertainments Licence, a copy of which should be made available prior to permission being granted
 11. Where necessary, the hirer is required to ensure that all DBS checks are up-to-date and copies provided to the school.
 12. The hire of the premises is subject to the detailed terms and conditions as set out in School's Letting Application Form.
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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)

- | | |
|--------------------------|--------------------------|
| Insurance copy (in date) | <input type="checkbox"/> |
| Policies | <input type="checkbox"/> |
| DBS Check | <input type="checkbox"/> |

Signed _____

Date _____



Hiring Agreement

APPLICATION FORM FOR HIRE OF:

Classroom/Hall/Pitch/Field/Playground/Facility /Other (please specify).

.....

At **school**

DATES:

HOURS:

FOR THE PURPOSE OF:

.....

.....

BY:
(Applicant's, name address & post code)

.....

.....

Tel:

HIRING FEE £ **(For each date – total £**)

Hirer's insurance @ 10 % of hiring fee £.....
To be paid on receipt of invoice

Other facilities required

.....

SMOKING IS NOT PERMITTED ANYWHERE ON THE PREMISES





APPLICATION

- All communication for the hire of the premises must be returned to the School Business Manager of School
- 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 Berkeley 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, 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.
- The Head teacher must receive a letter of cancellation before a booking can be cancelled.
- The Head Teacher 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.
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- In the event of the premises not being vacated by the agreed stated finishing time, a charge of £20 per hour 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 Head Teacher 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 Head Teacher. 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 Head Teacher 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 Trust/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 Head Teacher 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 Head Teacher 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 Head Teacher's liability.
 - Prevent smoking on any part of the premises.
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- Observe any security requirements for the use of the premises as the Head Teacher 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.
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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 Head Teacher 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 Head Teacher.
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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 by _____ for this booking to be retained.

An invoice will follow on the return of the completed form. All cheques to be made payable to Cotswold Beacon Academy Trust. Full payment must be made before hiring can take place,

I

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

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

Berkeley 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.

Extra for certain areas

Hall

- NO person on the stage, if not hiring for the use of the stage
- No use of PE equipment including benches, gym tables unless agreed at time of hire.
- NO use of the kitchen, unless agreed at time of hire
- Maximum persons allowed in Hall is 199 Seated

General

- NO muddy footwear to be worn inside the school premises at any time
- NO internet is provided unless agreed at time of hire with the Head Teacher

Classrooms

- Maximum persons allowed in room is 30
- Classroom equipment including ICT facilities only to be used with consent of the Head Teacher.

Outside Play and Grassed areas to keep to the agreed area of play

