



Chew Valley School
LETTINGS APPLICATION FORM

copies: white – Finance
blue - Applicant
green – Facilities Manager
pink – Caretaker

Part 1 Application Details

Accommodation/Facilities Required

Any Special Requirement

Purpose of Hire

Day of Week	Start Date	End Date	Start Time	End Time

Name of Applicant:

External hirer's only

Telephone No. (office hours)

Full postal address (to be used for invoicing)

Name of organisation

If a Public Performance Licence or Theatre Licence is required please provide the name of the nominated person who will act as the licence holder. A copy of the regulations will be sent once the letting has been approved.

I personally agree to be responsible for the payment of invoices for fees charged in respect of this letting. I agree to observe the regulations, which I have read.

Signature *Must be over 18 years of age* Date.....

Please return the completed form to: Facilities Manager, Chew Valley School, Chew Lane, Chew Magna, Bristol BS40 8QB

Part 2 Approval details (for office use only)

Signature of Facilities Manager	
Date of Approval	
Signature of Caretaker	
Comments	

Part 3 Basis of charge

School use		Community use		Non Community use	
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Charge

Accommodation		Special Requirements	
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Completed form, together with all copies, must be passed to the Finance Manager

Regulations for the Letting of Chew Valley School Premises

GENERAL

- 1 These regulations apply for the letting of all premises and grounds maintained by Chew Valley School.
- 2 In these regulations the School means the Governing Body of Chew Valley School.
- 3 The Governing Body and all persons authorised by them have the right to enter, use and occupy the Hired space at all times.
- 4 The hiring does not grant any interest or estate in the Hired space and is not intended to create the relationship of landlord or tenant.
- 5 Neither the Head or the Governing Body shall be liable for the death of or injury to or damage to any property of or for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the Hirer or any person enjoying or purporting to enjoy the benefit of this agreement, to the extent that exclusion of such liability is permitted by law.

PROCEDURE

- 6 All applications must be on the form provided by the School and must be completed in full as required. Failure to do so may result in the application not being approved.
- 7 All applications must be made not less than fourteen days before the proposed date of use. Applications for the use of playing fields for fetes should be submitted not less than two months before the proposed date of use.
- 8 Applications will only be accepted for a maximum period of one year between the first day of April of one year and the last day of March of the following year.
- 9 The hirer must personally sign the application form and may not assign or sub-let the premises or grounds hired.
- 10 All lettings must be approved by the School which retains the authority to make the final decision on the approval or cancellation of any letting.
- 11 The school may cancel any letting at any time, but either the fee paid will be refunded or an alternative date offered, except in the case of misconduct.
- 12 No letting shall be considered approved or any charge confirmed until done so in writing by the School.
- 13 No persons or persons shall use premises or grounds covered by these regulations without a current approved application form. Any person who knowingly acts in contravention of this regulation will be charged at the appropriate rate and refused permission to use any of the School facilities in the future.
- 14 The School reserves the right to impose special conditions in respect of any letting, series of lettings or class of lettings in order to protect its employees or property.
- 15 Hirers should acquaint themselves with the Fire Safety Regulations and procedures relating to the premises in use, and should note that smoking is not permitted on the School premises.

CHARGES

- 16 All charges must be paid by the method required by the School.
- 17 Charges will be made at the rates which will be determined from time to time by the School and shall be liable to change without prior notification to the hirer. In cases where incorrect charges has been quoted, the School reserves the right to charge the correct rate, although the hirer may consider the letting cancelled in accordance with Regulation 7.
- 18 The School does not undertake to refund any charge on cancellation of a booking by the hirer, unless twenty-one days written notice of the cancellation has been given in writing to the School.

CARE OF PREMISES

- 19 The hirer shall ensure that the hired space is used for the purposes stated in the Application Form and for no other purpose.
- 20 The hirer shall ensure that there is a responsible adult present and able to supervise at all times during the letting.
- 21 The hirer shall prevent smoking on any part of the hired space.
- 22 The hirer is required to pay the School the cost of making good any damage to property which may be the result of a letting. The hirer is required to clear away any rubbish and leave the premises and/or grounds in the condition in which they were found. The hirer will be responsible for reimbursing the School for any additional costs incurred in cleaning the premises or clearing the grounds after a letting.
- 23 No desks, fixed furniture or equipment that may be in the accommodation hired shall be used or interfered with, without the prior approval of the school. Standing on seats, furniture, window sills etc., is not permitted. Fittings, fixtures or decorations of any kind shall not be permitted, other than purely temporary arrangements which require no permanent fixings which would damage or disfigure any part of the premises.
- 24 Chalk, resin or polishing materials may not be used on floors.
- 25 The electrical and mechanical installations of the premises are not to be supplemented or altered, nor is any specialist equipment such as public address systems to be installed by the hirer, except with the express approval of the School.
- 26 The hirer shall leave the hired space in a clean and tidy condition, with all furniture or equipment returned to their original positions, unless otherwise agreed by the Governing Body.
- 27 The hirer shall not impede the Governing Body, the Headteacher or anyone authorised by them in the exercise of the Governing Body's rights of possession and control of the school.
- 28 The hirer shall observe the regulations made, from time to time, by the Governing Body or the Headteacher.
- 29 The hirer shall not affix or display any signs, flags or advertisements at the school without the Headteacher's consent.
- 30 The hirer shall be responsible for the efficient supervision, safety and good order of all those making use of the school pursuant to this agreement.

EQUIPMENT AND ACCOMMODATION

- 31 Specialist rooms and equipment (including gymnastic equipment, public address systems, stage lighting and pianos) are not included in the letting arrangements, unless specifically requested in the application form and approved by the School. Such applications must specify the name and qualifications of the person taking responsibility for their proper use.

- 32 Chairs installed in the premises may be used by special arrangement with the School, but the School does undertake to provide suitable chairs or seats for use by the hirer. Any furniture provided by the hirer must be removed immediately after the end of the letting.
- 33 The School does not provide first-aid medical facilities for hirers nor does it guarantee access to the public telephone system for calling assistance during lettings. Hirers should make their own arrangements in this respect.

CONDITIONS OF PREMISES

- 34 Whilst the School gives no guarantee as to the fitness, suitability or condition of the premises or grounds at the commencement of the letting, every effort will be made to see that they are in a reasonable state.
- 35 Where facilities booked by the hirer prove not to be available during letting, the School will consider applications of refunds of a proportionate part of the letting charge; always providing that no such refund shall be given for facilities not included in the letting charge. The School's decision shall be final in respect of any refund made.

INSURANCE

- 36 It is the responsibility of the hirer to effect whatever insurance he/she considers he/she requires to cover his/her liabilities. Insurance effected by the School does not extend to a hirer's liabilities.
- 37 The hirer shall indemnify the Governing Body and the Headteacher against all actions, proceedings, costs, claims and demands or other liability which may arise in any way whatsoever in connection with the hiring including (without limitation) any breach of the terms of this agreement.
- 38 The hirer confirms that the hirer is insured in the minimum sum of £2 million in support of its obligations under this agreement and, if required, will on demand produce to the Governing Body evidence of such insurance. Failure to produce satisfactory evidence of such insurance may result in immediate cancellation at any time of this agreement by the Governing Body or the Headteacher in which case any unused deposit will be returned (which shall be the limit of liability of the Governing Body) but the hiring fee may be retained.

PLAYING FIELDS

- 39 The School will be the officer responsible for the final approval of lettings at playing fields and certain external recreational areas.
- 40 The School does not give any guarantee as to the standard of any pitch or field nor to the maintenance or improvement of this standard during the season. The hirer shall be aware of the state of any pitch or field upon submitting his/her application and such application will be deemed to be for the particular pitch or field as seen.
- 41 The School shall deem whether any pitch or field is fit for use and its decision shall be final.

CATERING FACILITIES

- 42 Separate charges are made for use of school catering facilities in addition to those set out for use of accommodation in the Schedule of Charges. Where the accommodation hired includes school catering facilities, the following special conditions must be observed:
 - [a] a member of the school catering staff must be present while the catering facilities are being used and the requirements of that member of staff must be obeyed;
 - [b] there must be no smoking any kitchen or by any person handling food or catering equipment,
 - [c] school tea-cloths must not be used,
 - [d] the kitchen and all equipment must be left as clean as it is found;
 - [e] school crockery and cutlery must not be used except by special permission of the kitchen staff;
 - [f] tables must be covered before use and washed after use;
 - [g] any other special condition imposed by the school.

LEGAL REQUIREMENTS

- 43 The hirer shall comply with the legal requirements concerning consumption of intoxicating liquor, music, singing and dancing licences, theatre licences and copyright. The hirer shall be fully responsible for obtaining any licences or any other permissions required, always providing that no such application shall be made without the prior approval of the School.
- 44 The hirer shall comply with Section 12 of the Children and Young Persons Act 1933, that is to say where any play or entertainment is provided at which the majority of the persons attending are children, then if the number exceeds 100, it shall be the duty of the hirer to station and keep stationed wherever necessary a sufficient number of adult attendants, properly instructed as to their duties, to prevent more children or other persons being admitted to the building or any part of it than can be safely accommodated there and to control the movement of the children and other persons admitted while entering and leaving the building and to take all other reasonable precautions for the safety of the children.
- 45 The hirer will to the best of his/her endeavours ensure that the requirements of the Race Relations Act 1976 (in particular the need to promote good relations between persons of different racial groups) be observed at all times throughout the lettings.
- 46 The hirer is specifically forbidden to use, or allow the use of the hired premises or grounds for any illegal or immoral purpose and shall not carry on any activity so as to cause nuisance or annoyance to other users of the premises or neighbouring or adjoining premises.

COMPLIANCE WITH REGULATIONS

- 33 Failure by the hirer to comply with any or all of the foregoing regulations where applicable, whether intentionally or not, may be deemed by the School to be just cause for:
 - [a] the immediate cancellation of any letting or series of lettings without incurring any liability to the hirer for the return of any fee or otherwise and
 - [b] the charge to, and recovery from, the hirer any expenses incurred by the Governing Body in remedying any such failure including the cost of employing attendants, workman, cleaners or other persons as may be appropriate.