



Swanmore College Community

Application For Hire of Community Facilities

Swanmore College of Technology

New Road

Swanmore, SO32 2RB

Tel: 01489 897 896 Fax: 01489 891 453 Email: community@swanmore-sec.hants.sch.uk

Visit: www.swanmorecommunity.co.uk

Name of organisation _____

Name and address of applicant _____

_____ Post Code _____

Position within the organisation _____

Telephone number: Day _____ Evening _____

Email Address _____

Area / Purpose of hire: _____

(e.g: Sports Hall, ATP MUGA, Gymnasium, Hall, etc)

Date / Dates required from _____ to _____

(Please state all dates required)

Time required from _____ to _____

(Please state am or pm and include any time required for setting up and clearing away eg: seating and staging).

Does your hire require any catering? **Yes** **No** **More Details**

Number Of Participants (Per Session/Event) _____

Age Ranges Of Participants Under 16 _____ 16 – 21 _____ 21 – 29 _____

(Please State Quantity of Each)

30 – 40 _____ 41 – 50 _____ Over 50 _____ Over 60 _____

Ethnic Origins Of Participants White European _____ Asian _____ Indian _____

(Please State Quantity of Each)

Black African _____ Black Caribbean _____ Chinese _____ Pakistani _____

Others _____

Are Any Participants Disabled _____

(If Yes Please Also State Number Of Participants)

Are Participants Part Of A Registered Youth Group _____

(If Yes Please Also State Number Of Participants)

Is The Organisation A Registered Charity _____

(If Yes Please Also State Number Of Participants)

Details of where invoices should be sent if different to those given overleaf.

Name and address of treasurer _____

_____ Post Code _____

Terms and Conditions

In these conditions:

'School' mean the school identified at the head of this document.

'County Council' means Hampshire County Council.

1. I understand that the facilities are covered by Hampshire County Council's public liability insurance in relation to an accident or injury caused by a fault of the schools facilities or equipment only. Hirers and instructors must provide there own insurance to cover their liability and that of their users against all other forms of accidents/injuries.
2. I have provided evidence of my qualifications, insurance details and financial history (if applicable) associated with this hire.
3. I have read and accept the regulations relating to hire, and agree to abide by the general conditions and any special conditions communicated to me.
4. I have satisfied myself that the facilities I have hired are suitable for the purpose of the hire.
5. I accept that an additional charge may be made in respect of damage caused to the building or school property through negligence or wilful intent.
6. My use of the school must not interfere with the proper working of the school or impair its efficiency. In particular I acknowledge that I will not have exclusive use of the site.
7. Should my hire exceed the times stated on the booking form I agree to pay retrospectively for the additional time used.
8. Fly posting on Hampshire County Council's property is illegal. The school will not be held responsible.
9. Payment for my hire will be made in full prior to the day of the hire. To qualify for VAT exemption I understand that I must be an eligible organisation, and that the hire must meet the relevant requirements.
10. I am over 18.

Signed _____ Date _____

Name in Full _____

Regulations For The Hire of Community Facilities

1st April 2007

The school wishes to give notice that revised charges will operate from 1 April 2008.

ABRIDGED REGULATIONS FOR THE HIRE OF EDUCATION FACILITIES

1. Acceptance of Conditions

The hiring of accommodation is permitted only on the condition outlined in the following regulations. Acceptance of the hire agreement is deemed to be acceptable of these conditions.

2. Compliance with conditions

The hirer (the person or body to whom the hire is granted) shall be responsible for compliance with these conditions.

3. Procedure for Arranging and Cancelling a Hire

Applications for the hire of the school premises should where possible be made at least three weeks in advance.

A prospective hirer shall submit a completed application form, in accordance with the procedure described on the form. The School reserves the right to cancel any hire without notice. Every effort shall be made to give reasonable notice to a hirer, and, whenever possible, alternative facilities offered. For long term, established lettings the maximum booking term will be one year and the minimum, one term. If for any reason, a long term letting agreement is cancelled, the hirer is expected to pay 50% of the remaining costs of that letting. Any new long term lettings will be initially offered a term's contract with the option for an extension. The full charge paid shall be reimbursed provided that written notification of cancellations is received by the School at least seven days before the period of time. In general reservations will not be accepted for dates more than 12 months in advance except for special events such as those needing extensive preparations.

4. Refusal of hire

The governors may refuse an application to hire the premises if:

- (a) the premises are required by the school;
- (b) there has been any damage to the property, or breach of these conditions during previous use of the premises by the hirer;
- (c) the proof of financial history provided is inadequate;
- (d) for any other reason the governors deem it necessary or expedient to withhold the permit;

No compensation shall be payable by the governors by reason of such a decision.

5. Cancellation by the Hirer

The hirer must give at least 2 weeks' notice of cancellation to the Community Manager, acting for the Head teacher and Governors. If any shorter period of notice is given, the governors reserve the right to pass on to the hirer any costs unavoidably incurred.

6. **Cancellation by the School or Governors**

The School reserve the right to cancel any hiring without notice if:-

- (1) the accommodation, will due to circumstances outside their control, be unavailable for the hire period
- (2) the Hirer has failed to disclose material information concerning the proposed hiring, or
- (3) there are reasonable grounds to conclude that the Conditions of Hire may be breached to a material extent

7. **Exclusion and Termination**

The school reserves the right to exclude individuals or companies that it considers undesirable or inappropriate. The Community Manager (on behalf of the headteacher) reserves the right to require a representative to be in attendance for the preservation of good order and safety and to recover from the hirer any additional expenses incurred as a result of this condition. If the Community Managers representative considers the behaviour of the hirer, it's guest / delegates or third party contractors to be unreasonable, then the representative may cancel and / or terminate the event with immediate effect and the school shall not be obliged to refund any part of the hire charge.

8. **Insurance**

The Council has an insurance policy which covers letting in aided, controlled and special agreement schools. This policy covers the hirer and the users against any accident or injury caused as a direct result of the facilities and or equipment. Hirers must protect their users against all other forms of accidents and or injury. Where Parent Teacher Associations are making use of school premises under the provisions for free lettings for this purpose, it is important that the use is booked as a letting to ensure that the insurance cover applies. The insurance operates only for the duration of the lettings taking place under the provisions of the lettings regulations. It is a Public Liability policy and covers the legal liabilities of the user (s) for:

Hampshire County all who buy into the Council's insurance arrangements The Hirer shall indemnify the school and Hampshire County Council against all claims for damages, compensation and/or costs in respect of:-

- i) bodily injury to persons other than by members of the using organisation as a result of it's activities.

or illness Third Parties, and/or

- (ii) loss of, or permanent damage to:

(a) the County Council's property and equipment and,

(b) members of the using organisation's personal property.

- (ii) Third Party property caused by or arising out of or being incidental to the Hirer's use of the premises and/or

- (iii) Loss or damage to the School premises and contents therein the property of Hampshire County Council

Subject to an excess of £100 in respect of a loss of, or damage to property caused other than by fire or explosion i.e the hirer must meet the first £100 of each and every claim. The limit of indemnity is £5,000,000 in respect of any one incident. (See *Insurance Regulations form for further details*)

The Hirer shall effect adequate insurance in respect of the liabilities and the loss or damage referred to respectively in this condition.

9. **Activities for Children**

For these activities, a hirer shall ensure that two responsible adults are present, and in charge throughout the whole period of hire. It is recommended that one adult is a qualified First Aider.

10. **School Equipment**

No use may be made of apparatus such as stage fittings, goals pianos, etc. without specific permission and a cost may apply for their use.

11. **Fabric and Fittings**

The fabric and fittings (including electrical installations) and contents of the premises shall not be interfered with in any way. No nails or screws shall be driven into the walls, floors, ceilings, furniture or fittings, and no placards shall be affixed to any part of the premises. The school's furniture (other than chairs in the hired accommodation) and equipment shall not be moved except by prior arrangement. Official exit ways must be kept clear at all times. Any alteration to the school's lighting or heating system is strictly forbidden except with written consent from the Community Manager. No treatment shall be given to prepare a floor for dancing, and the wearing of stiletto heels is prohibited. The hirer shall, at the end of the hire period, leave the accommodation in a reasonable tidy condition, all equipment being returned to the correct place of storage.

12. **Storage**

Storage facilities cannot usually be provided. When hirers are permitted to leave equipment on the premises, they do so entirely at their own risk.

13. **Hirer's property**

Furniture and apparatus may be brought on to the premises at the hirer's own risk. Hirers shall not bring on to the premises, without the prior consent of the governors, any article of an inflammable or explosive nature, nor any article producing an offensive smell, nor any other substance, apparatus, or article of a dangerous nature. The hirer is responsible for the safe guarding and safe keeping of all items belonging to the hirer, it's guests / delegates or third parties engaged by it. The school accepts no responsibility for such items.

14. **Billing**

The hire of the facilities will be subject to payment in advance of the event. In special circumstances where this may not be possible permission must be obtained from the school and alternative arrangements made.

The hirer shall, if so demanded, pay at the time of booking a refundable deposit to be held by the Governors against costs unavoidably incurred as the result of insufficient notice of cancellation of booking, any damage caused by the hirer, or additional cleaning required as a result of the premises not being left in a reasonably tidy condition. The proportion of the deposit to be retained will be decided by the Community Manager acting on behalf of the governors, and this decision will be final. Use of the schools catering service is subject to the same conditions

15. **Statutory Requirements**

All statutory requirements, including those relating to health and safety and public entertainments, must be strictly fulfilled by the hirer. Film, musical (including disco) and stage events must be considered to be public entertainments unless entrance is restricted to those who are bona fide members of the organisation hiring the accommodation. For all public entertainments, it is the hirer's responsibility to inform the local Council's Licensing Officer and obtain the appropriate licence. This applies if tickets are to be sold at the door or advertised to the public, but also if tickets are offered to friends and neighbours or even if admission is free and open to all.

16. **Suitable Qualifications**

Where applicable evidence of suitable qualifications and insurance cover must be provided at the time of booking.

In addition, where requested by Swanmore College of Technology other evidence pertaining to the hire must be produced e.g. ofsted or financial history.

17. **Attendance and Behaviour**

The hirer shall ensure that the number of persons using the premises does not exceed that for which the application was made and approved.

The hirer shall be responsible for ensuring the preservation of good order for the full duration of the letting and until the premises are vacated. The hirer shall at all times provide an adequate number of supervisors for any activity and those supervisors shall be present through out the period of the hire. The hirer shall be liable for damage caused by unruly or inappropriate behaviour.

It is the hirer's responsibility to ensure that all those attending are made aware of their responsibilities, and the County Council's and hirer's insurance arrangements.

18. **Alcohol**

In no circumstances shall alcoholic drinks be available at any function without prior agreement with the Community Manager. Requirements must be made clear at the time the hirer applies for the use of the premises. If permission is granted for alcoholic drinks to be sold it will be the responsibility of the hirer to ensure that an appropriate provider be used and where deemed to be required by the school/Community Manager, security personnel be arranged and a Temporary Event Notice obtained from the local licensing authority. The hirer agrees to comply with all conditions and limitations attached to the Temporary Event Notice obtained. The school reserves the right to require sight of a Temporary Event Notice prior to the letting.

19. **Gambling**

The premises may not be used for games of chance, other than bingo, unless specific permission has been granted by the governors.

20. **Fire Precautions**

Hirers shall familiarise themselves with the fire precautions in force on the premises, and with the means of escape in the event of a fire. The hirer is responsible for ensuring that persons attending are made aware of the evacuation procedures. Fire and other exits must be kept clear at all times. The Hirer is responsible for ensuring that their party are all out and accounted for and report to the Site Staff in charge at the main entrance of the school.

21. **First Aid**

First Aid is the responsibility of the hirer and the hirer is responsible for supplying a small First Aid kit at all times. In case of an emergency, please use the public payphone situated in the Reception area of the School?

22. **Smoking**

Smoking is not allowed anywhere in the building and surrounding grounds.

23. **Premises Assistant**

The Site Staff and the Community Staff are instructed by the governors to ensure that the conditions of hire are fully complied with. All reasonable instructions given by the Site Staff & Community staff on duty must therefore be followed.

24. **Right of Access**

Use if the premises is limited to the accommodation hired and necessary facilities such as toilets. Car parking is permitted in designated areas at the premises subject to availability. The governing body and its agents reserve the right of access to the premises during the letting.

25. **Sub Letting**

The Hirer may not assign or sub-let the hire of the School.

Hirer's Insurance – Indemnity Clause

In accordance with the terms of hiring it is customary to require persons / organisations to accept responsibility for damage to the premises and its equipment and for the Third Party claims involving injury to persons and / or damage to property.

A INJURY TO PERSONS OR PROPERTY

- 1 The Hirer shall indemnify the school and Hampshire County Council against all claims for damages, compensation and / or costs in respect of :
 - (i) bodily injury or illness to Third Parties, including the County Council's servants and agents and / or
 - (ii) damage or loss to Third Party property caused by, or arising out of, or being incidental to the Hirer's use of the premises.
- 2 The Hirer shall effect adequate insurance to cover this liability with a minimum limit of indemnity of
 - £10 million for commercial lettings except where otherwise agreed
 - £5 million for non-commercial lettings

B DAMAGE TO PREMISES AND EQUIPMENT

- 1 The Hirer shall be responsible for the loss of, or damage to the premises and contents therein, which is the property of the School and /or Hampshire County Council, except when loss or damage to the premises or contents are as a result of the negligence of the School or Hampshire County Council.
- 2 The Hirer shall effect adequate insurance to cover this liability with a minimum limit of indemnity of
 - £10 million for commercial lettings except where otherwise agreed
 - £5 million for non-commercial lettings

Hirers must produce evidence that the required insurance cover is in place at least 7 days before the event.

NON-COMMERCIAL HIRERS

Due to difficulties experienced by non commercial hirers in arranging Public Liability Insurance with a Limit of Indemnity of at least £5 million (the lowest limit acceptable for use of Hampshire County Council premises) the County Council has arranged for the following policy, and Hirers who cannot produce evidence of Public Liability insurance, must as a condition of the proposed hiring, take out the Hirer's Insurance arranged by Hampshire County Council, (provided they do not fall within the definition of the exclusions listed below) and the premium is included in the hiring fee payable.

HAMPSHIRE COUNTY COUNCIL – ON BEHALF OF NON-COMMERCIAL INDIVIDUALS AND ORGANISATIONS HIRING COUNTY COUNCIL SCHOOLS, COMMUNITY COLLEGES, EDUCATION CENTRES AND OTHER HAMPSHIRE COUNTY COUNCIL PROPERTIES

OPERATIVE CLAUSE

The indemnity will cover individual hirers for their legal liability for injury / illness to third parties and / or loss / damage to their property, and loss or damage to the premises and contents hired, including such liability that may be imposed on the Hirer under the terms of the hiring agreement.

LIMITATIONS

For loss / damage caused other than by Fire or Explosion, cover is subject to an Excess of £100

Damage resulting from Fire or Explosion is limited to £5 million

EXCLUSIONS

Political Meetings and Professional Entertainment Promotions

Commercial, business or trade hiring

PREMIUM

The premium is charged within the Hire Fee

NOTE

This is a public liability insurance policy. It does not provide cover for:

- a) Employers Liability – If the hirer has employees the hirer must provide this cover.
- b) Professional Negligence of the Hirer – if the hirer is providing a professional service, they must take out this cover for themselves.
- c) Personal Accident – cover for participants in the hirer's activity where they have been injured as a result of pure accident and there is no negligence on the part of the hirer.

Updated 04/07
By Community Manager