



Farmor's School  
AN ACADEMY

**FARMOR'S SCHOOL**

**LETTINGS AGREEMENT**

**TERMS, CONDITIONS AND CHARGES**

# LETTINGS CHARGES

Premises	Charges w.e.f.: April 2016 (Per hourly session)
Main hall	£16.00 (Monday to Friday)  Minimum of 2hrs i.e. £32.00 for Sat/Sun, £16.00 per hour thereafter
Kitchen	£8.03 per hour
Main Gym	£16.00 (Monday to Friday)  Minimum charge of £32.00 for 1 <sup>st</sup> two hours Sat/Sun, £16.00 per hour thereafter
PE Studio (Room only)	£10.67 (Monday to Friday)  Minimum charge of £26.42 for 1 <sup>st</sup> two hours Sat/Sun, £10.67 per hour thereafter
PE Studio (With use of equipment)	£16.00 (Monday to Friday)  Minimum charge of £32.00 for 1 <sup>st</sup> two hours Sat/Sun, £16.00 per hour thereafter
Classroom	£10.67 (Monday to Friday)  Minimum charge of £26.42 for 1 <sup>st</sup> two hours Sat/Sun, £10.67 per hour thereafter
DT Cookery Classroom	Minimum charge of £26.42 for 1 <sup>st</sup> two hours £10.67 per hour thereafter
Drama Studio 2 (No lighting or equipment)	£10.67 (Monday to Friday)  Minimum charge of £26.42 for 1 <sup>st</sup> two hours Sat/Sun, £10.67 per hour thereafter
Drama Theatre (No lighting or equipment)	£16.00 (Monday to Friday)  Minimum charge of £32.00 for 1 <sup>st</sup> two hours Sat/Sun, £16.00 per hour thereafter
Conference Room	£10.67 (Monday to Friday)  Minimum charge of £26.42 for 1 <sup>st</sup> two hours, Sat/Sun, £10.67 per hour thereafter
Presentation equipment	£5.08 per hour
Cleaning costs, only levied if rooms left in an unacceptable condition	£10.67 for the first 30 minutes, then £10.67 per hour thereafter
Sports field	£10.67 per hour  If use of outside toilets are required, £16.00 locking fee applied (applicable Sat/Sunday only)
Locking fee	Locking fees have been integrated into the above charges. However a £16.00 fee may be made if the locking time is after 10.30pm or at weekends as indicated

### Liability Insurance

Long term hirer's need to have their own Liability insurance  
For short term lets, it is preferred that hirer's have their own liability insurance, but if not, a 10% charge will be made on top of the letting charge towards cover costs.

### VAT

Room hire is normally exempt from VAT.  
One off lettings for sports facilities will be subject to standard rate VAT charges as appropriate within VAT registrations.  
If sports bookings are for a regularly weekly slot of more than 10 sessions, these will then be VAT exempt.

# TERMS AND CONDITIONS

## APPLICATION

- All communication for the hire of the premises must be returned to the Lettings Manager, Farmor's 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 21 years of age and shall be responsible for all payments and terms of hire.

## FEES AND DEPOSIT

- On receipt of an invoice, the hiring fee shall be paid to Farmor's School, prior to the date of the booking.
- Special arrangements may be made for payment for multiple bookings at the discretion of the Business Manager.
- Paying a deposit does not limit liability of the Applicant.
- Charges may be liable to be increased for future bookings at the school's discretion at any time. For multiple bookings the charges will only be increased for periods that have not yet been paid for.

## CANCELLATION

- Cancellations must be notified in writing.
- If the Hirer cancels a booking by not less than 14 DAYS notice in writing, half-fees will still be due, and if less than 7 DAYS notice is given, full fees will be payable.
- If sufficient notice of cancellation is given a full refund may be payable if the hired facilities can be re let.
- The Business Manager reserves the right to cancel a booking (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 majeure, 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 on their hire application form 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 of £10.00 per hour will be implemented. *(The facility will be opened 15 minutes before the designated booking time for setting up and will be locked 15 minutes after the booking ends to allow time to clear away, any additional time must be included within the paid booking hours).*
- It should not be assumed that a booking ensures exclusivity in any wider 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, 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 fixed furniture or equipment or electrical or heating or lighting systems at the premises without the prior agreement of the Business Manager.
- Not bring any equipment (e.g computers, sports, music PA) of whatever nature on to the property except with the prior written consent of the Business Manager. Agreement to be made at the time of booking. All electrical equipment must be checked by the Site Team before use.
- Prevent the consumption of alcohol and gambling and gaming on the premises unless the prior written approval of the Business Manager has been obtained and all legal requirements are met in full.
- Obtain any necessary consents 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 School 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 the letting 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 School 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 will produce to the Lettings Manager evidence of such insurance. (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 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 School's liability.
- Prevent smoking on any part of the premises.
- Observe any security requirements for the use of the premises as the School may specify.
- 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 such items.
- It is the Hirers responsibility to ensure that 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

entertainments in the School. A copy of all posters and advertising information should be forwarded to the Lettings Manager 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 buildings.

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

- 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 remain with 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 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 access for emergency services.

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

- For multi lettings, organisations and individuals must have suitable liability insurance cover.
- For one-off lets it is preferred that the organisation or individual has suitable liability insurance but if they do not, 10% will be added on to their hire charges towards liability cover costs. Where no hiring fee is charged the 10 % charge must be based on the 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 have 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 hire agreement amendments must be agreed in writing with the Lettings Manager.

**FARMOR'S SCHOOL**  
**Casual Hiring Agreement**  
**Application form**

Hire of: .....

DATES:.....

HOURS: .....

*(Please note the facility will be opened 15 minutes before the designated booking time for setting up and will be locked 15 minutes after the booking ends to allow time to clear away. See section 5. in terms and conditions booklet)*

FOR THE PURPOSE OF: .....

.....

**Hirer details:** Name of organiser: .....

Contact telephone number: .....

Email address: .....

Company or organisation: .....

Address: .....

.....

.....

HIRING FEE £ ..... (For each date – total £ .....

Room layout requirements: .....

.....

.....

Other facilities required: .....

.....

HIRING FEE (if applicable) £ ..... (For each date – total £ .....

Equipment required: .....

.....

HIRING FEE (if applicable) £ ..... (For each date – total £ .....

Hirer's insurance @ 10% of hiring fee £.....

To be paid on receipt of invoice (unless proof of liability insurance has been provided)

**For School Use:**

Copy to Site team:  Date:.....

Invoice no: ..... Date sent: .....

Continued overleaf.....

# Casual Hiring Agreement

## Conditions of hire

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.

In order for this booking to be retained, this form must be completed and returned:

By: .....

An invoice will follow on the return of the completed form. All cheques to be made payable to Farmor's School. Full payment must be made before hiring can take place.

I, ..... (Applicant print name) accept the above terms of hire

Signed: ..... (Applicant)

Date: .....

**SMOKING IS NOT PERMITTED ANYWHERE ON THE SCHOOL SITE**

**Farmor's 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.**

Please ensure that any proof required for this booking 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"/> |
| Completed Risk Assessment form | <input type="checkbox"/> |
| DBS Check (if appropriate)     | <input type="checkbox"/> |