



**THE CHERWELL SCHOOL**  
OPPORTUNITY, RESPONSIBILITY, EXCELLENCE

# The Cherwell School

## Lettings Pack

Updated August 2020

**Marston Ferry Road  
Oxford  
OX2 7EE**

### **EMERGENCY CONTACT DETAILS**

Emergency Services: 999  
Gas Leak: (9) 0800 111 999

### **Security Call Out – Oxford Security Services**

(1) 01865751605  
(2) 07395428396  
(3) 07709984797

### **Caretakers North: S Richardson 07929773663**

K James 07917787387  
J Fernandes 07915178138

### **Caretakers South: S O’Driscoll 07584080931**

M Goodall 07921998085  
E Potts 07860620958

### **This pack contains:**

Lettings Policy General Terms and Conditions  
Health and Safety Statement  
Safeguarding and Child Protection Declaration  
General Terms and Conditions Declaration  
Hire Agreement Application  
Invoice Detail Request

# **The Cherwell School**

## **Lettings Policy**

### **GENERAL TERMS AND CONDITIONS**

#### **Terms**

‘Hirer’ refers to the group/person identified as Name of Hirer in the *Hire Agreement*.

‘The School/The Academy’ refers to the specific RLT location (Cherwell) identified in the *Hire Agreement*.

‘Hire Period’ refers only to those days, dates and times outlined in the *Hire Agreement*.

Application for the use of River Learning Trust T/as The Cherwell School (the school) premises must be made to the Lettings Manager on the booking request form and must be accompanied by the appropriate payments/deposit in advance of the date on which the premises are required. In the case of certain regular bookings, it is possible to make arrangements for payment to be made at agreed times. These payments are not returnable if the hire is approved by the school and is not then used, but payment so made may be credited towards subsequent lettings.

The school staff, caretaker or cleaner on site cannot be required to undertake as part of his/her ordinary work for which he/she is paid by the school any work arising from the use of the premises for purposes other than the school’s purposes. When applicable, a charge will added in the hire of the premises to cover these costs.

#### **Annual Renewal**

All *Hire Agreements* are valid for up to 11 calendar months, usually from September until July. *Hire Agreements* will be reviewed annually before the start of term in September.

#### **Fees**

The Hirer agrees to pay to the School the fee stated in the *Hire Agreement*. The Fee may be varied by the School at annual intervals from the date of the Agreement. The School will give 28 days notice in writing of a variation to the Fee. If the Hirer does not wish to accept the Fee variation then it may give 28 days notice in writing (before the School notice runs out) to end the Agreement and in the intervening period the then current Fee will continue to apply.

Due to staff scheduling, bookings cancelled by the hirer with less than 24 hours’ notice will still be charged. The school aims to give hirers two weeks’ notice of any cancellations due to school closure or unavailability. The school will offer a 50% discount on a future booking if less than two weeks’ notice is given, or a free booking if less than 48 hours notice is given. No hirer shall pay for a booking that is cancelled by the school.

#### **Safeguarding and Child Protection**

The Hirer specifically undertakes to ensure that all staff and volunteers providing or offering a service on behalf of the Hirer work to the standards outlined through the DCSF publication and guidance ‘the DFE guidance Keeping Children Safe in Education (2018) and are familiar with and agree to follow the expectations of the both this guidance and the local area procedures produced through the Oxfordshire Safeguarding Children’s Board.

The School/Academy specifically reserve the right to terminate this agreement with immediate effect if the Hirer does not have the appropriate arrangements with regards to the safeguarding of children in their care. The *Hire Agreement* includes a **Safeguarding Declaration which must be signed and returned to the school.**

## Health and Safety Conditions

The School strongly recommends that all hirers complete their own risk assessment prior to booking.

For the duration of the period of hire the Hirer must ensure the following:

- a) Normal emergency procedures are followed.
- b) A first aid kit is provided.
- c) No School equipment is used unless expressly permitted by the School.
- d) Familiarity with emergency equipment, such as fire extinguishers, alarms, mobile telephone and first aid facilities.
- e) An emergency evacuation procedure is established. This will detail who will be responsible for taking control, calling emergency services and where to assemble. Consideration must be given to the needs of disabled participants. Fire practice must be undertaken on a half-termly basis
- f) Facilities and equipment (if made available) are used in a responsible manner, an orderly way and for the purposes for which they are hired and do not compromise the safety of the Hirer and/or their Clients, the School or the equipment.

This includes ensuring that:

- Alcohol is not consumed.
- Emergency exits, fire extinguishers, alarm points are not obstructed.
- Adequate walkways are available to allow free and easy access and egress.
- No gas cylinders or canisters are used inside the Premises or on School grounds.
- Combustible materials are not placed adjacent to heat sources.
- Equipment is used for the purpose for which it was designed.
- Electrical equipment is PAT tested and complies with the British standards then applicable.
- Flammable or hazardous substances are not to be used.
- No open fires, candles or unauthorised electrical equipment will be used on the Premises.
- Noise levels must be contained to a reasonable level at all times.

## Insurance, Liability and Indemnity

River Learning Trust holds public liability insurance to the value of £5 million and hirers liability insurance. For all low risk activities, the Hirer can be covered under this policy for an additional fee. However, high risk activities such as sports, martial arts, firework displays, racing or fairground rides are not covered. Further details are available upon request.

The Academy strongly **recommends the Hirer takes out their own insurance** to cover any activities which are physically demanding or at a higher risk of possible injury. Details of potential providers of this additional insurance are available from the school on request.

Should the hirer request cover by the school, the hirer agrees to pay the additional fee (included in a total charge) for public liability insurance arranged by the school, who undertake to effect policies of insurance providing the hirer with indemnity for all sums up to a maximum of £5,000,000 which the hirer becomes legally liable to pay as compensation arising out of accidental bodily injury and/or illness to members of the public or accidental loss or damage caused to property, not owned by the hirer, which arises out of the use of the premises. **There is an excess of £500 payable by the hirer for each claim.**

Where public liability insurance cover has not been arranged, the hirer confirms that insurance cover in respect of both the hirer's liability to the public and their liability to the school under the terms of this hire has been arranged with a limit of indemnity of at least £5,000,000 . **A copy of the certificate of insurance must be provided to the Lettings Manager before the hire takes place.**

### **Damage to Property**

The Hirer shall take good care of, and shall not cause damage or permit or suffer any damage to be done to the hired premises, or any part or parts thereof to any fittings, equipment or other property therein. The Hirer undertakes either to make good or to reimburse the School for the cost of making good (as the School directs) any damage to the property of the School caused by the Hirer, their staff, visitors or clients and the Hirer indemnifies the School for all damage and loss suffered by the School as a result of the hiring. The Hirer should bring to the attention of the School any damage or maintenance required immediately.

It shall be responsibility of the hirer to satisfy himself/herself that the premises, furniture, fixtures and fittings are fit for his purpose. If the Hirer chooses to rearrange or move any School furniture or equipment during a booking, (s)he must return everything to its original position before departure. The School strongly suggests that the Hirer take photographs of the original arrangement before moving anything.

The laying of any composition or other preparation on floors is strictly prohibited.

No screws or nails shall be driven into the premises or furniture and no placards shall be affixed to any part of the premises. Those responsible for the hire of the premises shall prevent anyone sitting or standing on the windowsills, or standing on chairs, tables or any equipment.

### **School Security**

The School agree to make arrangements for the Premises to be opened and locked after each Hire Period and the Hirer agree to notify the School or their authorised representative where any session is to start late or end early (with at least 24hrs notice).

### **Temporary Unavailability of Premises by the School**

The School may give verbal notice to the Hirer that the Premises are temporarily unavailable and will be controlled by the School in the following instances:

- (a) where the School is closed for any reason;
- (b) where the Premises are in the School opinion unsafe to be used by the Hirer;
- (c) where there are emergency circumstances which require the use by the School of the Premises.

We reserve the right to alter the booking if deemed to be necessary with consultation with the hirer.

### **Access and Car Parking**

The staff car park(s) may be used by the Hirer if the Hire Period is outside of usual school business hours. The School / Trust accepts no responsibility for any loss or damage arising to or from vehicles parked in any of the Trusts Car Parks.

### **Nuisance**

The Hirer must not (and must ensure that any person entering the Premises during the Hire Period does not) cause any nuisance or disturbance to the School or neighbours.

### **Additions and Alterations**

The Hirer will make no alterations or additions to the Premises.

### **Assignment and Sub-hiring**

This Agreement is personal to the Hirer and the Hirer must not assign or sub-hire the whole or any part of the Premises or allow any third party to occupy them.

### **Change of Contact Person**

The Hirer agrees to notify the School in advance if the contact person is to change and to provide the name of the new contact person. If the transfer of contact person does not correspond with a renewal of the *Hire Agreement*, the new contact person will be required to countersign the current Agreement to demonstrate they agree to these Terms and Conditions.

### **Ending the Agreement**

The Academy may end this Agreement by giving the Hirer one month's written notice to expire at any time or by immediate notice if the Hirer breaches this Agreement. The Hirer may end this Agreement at any time by giving one month's written notice to the Academy.

### **Use**

The Hirer will only use the Premises for the use stated in the Hire Agreement. The use of the premises shall not be granted for any purposes that may appear questionable or undesirable or which interfere in any way with the operational activities of the Trust/school.

The time of hiring must be strictly adhered to and access to the premises for preparatory work in connection with the hiring must be covered by an extension of the hiring period.

The hirer must ensure that adequate supervision is available at all times and see that no unauthorised persons are permitted to enter the premises. All security and fire precaution measures must be adhered to.

If the premises are suitable and to be used for a dance, concert or stage performance, the hirer must obtain any necessary licence(s).

Leisure and Entertainment Licence: obtainable from the appropriate District Council.

Liquor Licence: obtainable from the clerk to the local Magistrates' Court.

### **Prohibitions**

No illegal, indecent or immoral activity is permitted and no betting, gambling or gaming is permitted on the Premises. No person to sleep on the premises or reside overnight.

Alcohol may not normally be consumed on the trusts premises, but this restriction maybe waived in special circumstances. Where agreement is given for the consumption of alcohol, the hirer must accept responsibility for the compliance with the licensing laws.

Smoking on the schools premises is prohibited; notices shall be displayed (by the hirer) at all meetings and activities open to the public (including PTA functions) specifically forbidding smoking on the premises.

No advertisements or publicity material promoting smoking shall be displayed on the schools premises. Non-observance of this restriction may lead to termination of the hiring without further notice. Any sums paid by the hirer shall be forfeited in such case. You must not use the schools/trusts name or logos in any promotional material without our prior written permission, nor does the school or trust endorse the user, or their reason for hiring the school/trust

No part of the premises may be used for auction sale, trade, business or manufacture of goods.

The hirer shall undertake not to infringe any copyright and shall undertake to indemnify the school against all proceedings, actions, claims and demands which maybe taken or made against the school for any alleged infringement of any copyright.

Any piano must not be moved without the consent of the head of establishment.

**Exclusion of Tenancy**

The Licence granted under this Agreement is not intended to create the relationship of landlord and tenant and the Hirer shall not be entitled to a tenancy, or to an assured short hold or assured tenancy, or to any statutory protection under the Housing Act 1988 or to any other statutory security of tenure now or when this agreement ends.

**Cancellation**

We reserve the right to cancel this Agreement with immediate effect where such use is taking or is intended to take place without having to refund any costs incurred by you, to you (including any deposit or damage deposit).

This agreement can be terminated by either party on one month's notice in writing to the other, or immediately by the School/Trust on written notice to the hirer by reason of any breach of this agreement without reimbursement of payments.

**Deposit**

When applicable, all deposits must be paid to River Learning Trust / Lloyds Bank / 30-96-35 A/c 58072160 with the reference CHELET and the hirer/organisation name. Deposits will apply towards the total hire fee. In case of cancellation of hire prior to hire date, the School will retain deposit. However, this deposit can be applied to a future booking.

## CONDITIONS OF HIRE – HEALTH AND SAFETY STATEMENT

- It is the hirer's responsibility to be qualified and competent to run the activity.
- The hirer must make her/himself aware of the 'out of school hours' emergency evacuation procedures and the Cherwell School Fire Safety Rules and Fire Evacuation Procedures. It is the responsibility of the hirer to undertake his/her own risk assessment to ensure the health, safety and well-being of participants.
- The hirer must make her/himself aware of the School's Health and Safety Policy and must not interfere with or misuse anything which is provided in the interests of health, safety or welfare.
- No use may be made of equipment including but not limited to, pianos, other musical instruments, sound equipment, data projectors, other electrical equipment and the like without the prior agreement of the school and the hirer must not interfere with the fabric, fittings or contents of the premises in any way.
- The hirer is to obtain permission from the school in advance if they want to bring electrical equipment onto the premises; mains voltage electrical equipment brought into the school be accompanied by an up-to-date PAT testing certificate, which must be available for inspection by any authorised officer of the school (member of staff, support staff, governor or other appointed authority) on demand. Hirers may not bring equipment or articles of an inflammable, explosive or dangerous nature onto the premises.
- The Cherwell School reserves the right of access to the premises during the letting.
- Further to the Government's 'Smoke free' law, hirers shall respect the school's strict No Smoking policy by ensuring that their representatives do not smoke whilst on site.
- The hirer is to report any damages to equipment, the site or any hazards identified to the Lettings or Premises Manager as soon as possible.
- **Accident or Injury:** The hirer is responsible for providing first aid/medical cover and for calling the emergency services if required. The Hirer is responsible for reporting any incidents or accidents to the Premises Manager or School.
- The Cherwell School does not accept any responsibility for any accident or injury or loss of property that may occur to, or be sustained by, persons using the school premises during the period of hiring.
- **Food:** The hirer shall, if preparing, serving or selling food, observe all relevant health and hygiene legislation and regulations.
- **Alcohol:** Alcohol may not be served without the written agreement of the School as set out in the Conditions of Hire document.
- **Cleaning:** The hirer must leave the areas used, including the grounds, in a good state of cleanliness. Failure to do so will result in an additional charge, the amount to be determined by the School.

## **Safeguarding / Child Protection Declaration (Page 1 of 2)**

**The User undertakes to ensure that all staff or volunteers providing a service on behalf of the User will be made aware of the Oxfordshire Safeguarding Children's Board child protection procedures, the DFE guidance Keeping Children Safe in Education (2015) and the Oxfordshire Safeguarding Adults Board multi-agency adult protection procedures**

Specifically, the User will take responsibility for ensuring that all required safe recruitment checks are undertaken on any adult using the school premises. (This should include enhanced DBS checks on all those likely to have unsupervised contact with children and young people or adults with care and support needs and a requirement that any allegation about inappropriate behaviour from any adult, employed or volunteering for the User is referred to:

- the Designated Officer for the Local Authority (LADO) where the alleged victim is under 18 years of age.
- the Social and Healthcare Team and raised as a safeguarding alert where the alleged victim is an adult with care and support needs

Specifically the Hirer will:

- (a) ensure that all individuals engaged in connection with the Hirer are subject to a valid enhanced disclosure check undertaken through the Disclosure and Barring Service including a check against the adults' barred list or the children's barred list, as appropriate; and
- (b) monitor the level and validity of the checks under (a) for each individual engaged in connection with the Hirer;
- (c) immediately notify the Academy of any information that it reasonably requests to enable it to be satisfied that the obligations of (a) and (b) have been met;
- (d) ensure that, at all times, the Hirer has no reason to believe that any person who is or will be employed or engaged by the Hirer is barred from doing so in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 and any regulations made thereunder, as amended from time to time;
- (e) to refer information about any person engaged in connection with the Hirer to the DBS where it removes permission for such person to be engaged in connection with the use of the Academy's premises (or would have, if such person had not otherwise ceased to be engaged in connection with the Academy's premises) because, in its opinion, such person has harmed or poses a risk of harm to children; and
- (f) that it shall not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that he or she would not be suitable to be engaged in connection with the use of the Academy's premises or who may otherwise present a risk to children.

The Hirer accepts the responsibilities to safeguard and promote the welfare of all the children or young people for whom the Hirer provides a service. The Hirer accepts the requirement to follow the guidance and procedures outlined above and under 'Safeguarding and Child Protection' of the Hire Terms and Conditions and agrees to provide a copy of its child protection policy.



The Cherwell School

**Safeguarding / Child Protection Declaration** (continued Page 2 of 2)

I/we agree to provide a copy of our Safeguarding and/or child protection policies on request of the governing body of The Cherwell School. *(Note: where an organisation/individual does not hold a Safeguarding and/or child protection policy, they should confirm that they are aware of the OSCB procedures and agree to follow these).* \_\_\_\_\_(initial here).

\_\_\_\_\_ (individual representative of organisation listed above) of \_\_\_\_\_ (user/organisation) make this declaration to confirm that we agree to and accept the expectations of this agreement outlined. The user undertakes to uphold fundamental British values as defined within the Counter Terrorism and Security Act 2015 and will not seek to express or allow any individual in their organisation to express radical or extremist views.

The Hirer confirms that (when applicable) all adults either employed or being used on a voluntary basis to provide services on behalf of the Hirer have been through the appropriate recruitment checks (identified in Safeguarding Children and Safe Recruitment Guidance DCSF publication 2007) and have received and will continue to receive on a three yearly cycle basic child protection training.

Signed.....(on behalf of the Hirer/organisation)

Date.....

(Please attach a copy of your organisation’s Safeguarding and/or child protection policies if applicable).



The Cherwell School

## GENERAL TERMS AND CONDITIONS 2019-2020

Please sign below to state you have read the General Terms and Conditions as part of the Lettings Pack and return to the School.

### DECLARATION

I have read, and will ensure observance by persons using the premises of The Cherwell School site, the Hire Terms and Conditions (copies enclosed to be retained by the Hirer). I agree to be responsible for making good any loss or damage to the premises or equipment resulting from this hiring and will ensure that the premises and equipment are in good order at the end of the hiring.

I have Public Liability Insurance cover for a minimum of £5,000,000 and enclose a copy.

I have arranged Public Liability Insurance with the School.   
(Please tick as appropriate)

Signed:.....Date:.....

Please Print Name and Position Held: .....

I approve this hire on behalf of River Learning Trust (to be signed after all documents requested by the school have been received).

Signed:.....Date:.....

Position Held: The Cherwell School Lettings Manager

*One copy to be retained by the School*

*One copy to be retained by the Hirer*

Please send via email to [jingham@cherwell.oxon.sch.uk](mailto:jingham@cherwell.oxon.sch.uk), or deliver hard copies in person to school reception during school hours.



The Cherwell School

## HIRE AGREEMENT APPLICATION 2019-2020

**Please note:** Applicants are advised not to make any arrangements regarding this booking until receiving confirmation that the request has been approved.

Name and Address of Establishment:	The Cherwell School Marston Ferry Road Oxford OX2 7EE Telephone: 01865 558719 E-mail: office@cherwell.oxon.sch.uk	
Name and address of Applicant/Hiring Organisation:		
Phone (landline):	Phone (mobile):	
Email:		
Type of Hire: <i>Individual/Business/Community/National Charity/Local Charity/Other:</i>		
Event Name:		
Type of Use ( <i>eg Personal Event/Club/Meeting/Public Event/Vocational Study/Other:</i> )		
Age range and number of attendees:		
Day(s) and Date(s) of Hire (include any exclusions such as half term or holiday breaks): <i>(eg Mondays 18:00-19:30, from 09 Sept -09 Dec 2019)</i>		
Type of Facilities Requested (please circle or list here) <hr/> <hr/>	Main Hall & Stage Gym Conditioning Suite (weights gym) Changing Room(s) 6 <sup>th</sup> Form Common Room 6 <sup>th</sup> Form Study Room Training Room Network Room Tech Room (eg Cookery)	Art Classroom Traditional Classroom Music Room Drama Room Practice Room Dining Hall Sports Pitches/Playing Fields Library Meeting Room
Caretaker Assistance Requested ( <i>additional fee:</i> )	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Equipment Request ( <i>additional fees may apply</i> ):	(eg internet/computer access, projector access, hot water urn)	
I/we hold our own Public Liability Insurance valued at least £5,000,000 and will provide evidence of this.	Yes	No
I/we understand that, if letting on behalf of an individual or non-commercial organisation, this letting can be covered by the River Learning Trust public liability insurance for a small fee.  I/we would like to speak to someone about Public Liability Insurance. I understand there is an excess payable by me for each claim made, and a small fee that will be added to my invoice for the coverage.	_____ <i>Initial here</i>  Yes	No
<b>For New Customers and One-off bookings:</b> Once approved, a £50 deposit <i>may be</i> required to hold the booking. <b>Please speak to Lettings Manager to confirm.</b>  Please quote reference ID: CHELET and include hirer/organisation name.	River Learning Trust Lloyds Bank 30-96-35 A/c 58072160	
One-off bookings must pay amount due in full 14 days prior to the hire date unless agreed otherwise.		
Regular/repeat bookings may be invoiced monthly or termly, with payment due within 28 days of the invoice date.		

**BOOKING REQUEST DECLARATION:**

1. I confirm I am at least 18 years old.
2. Upon approval of this request, I am aware I will need to agree to The Cherwell School General Terms and Conditions, which have been provided to me.
3. I confirm that any electrical items (speakers, kettles, etc) that I bring for my booking will be PAT tested within the last year.
4. I agree to the payment and deposit terms outlined in this application.

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

Print Name in Full: \_\_\_\_\_

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

<b>FOR SCHOOL USE ONLY – HIRE AGREEMENT</b>	
Lettings Manager: <u>Jennifer Ingham</u>	
Requested Approved? _____	Date: _____
<b>Fees/Notes:</b>	



## Invoice Details for Facility Hirers of The Cherwell School

Customer/Organisation Name: \_\_\_\_\_

Physical address for invoice:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email (invoice will be sent to this address):

\_\_\_\_\_

*For one-off bookings, hirers must pay amount due in full at least 14 days prior to the hire date, unless agreed otherwise.*

**For regular/repeat bookings, please choose invoice frequency:**

Monthly, to be paid within 28 days of invoice date

Termly (*ie Sept-Dec/Jan-April/May-July*),

to be paid within 28 days of invoice date