

**THE BLUE SCHOOL**  
**WELLS**  
**BOOKING FORM**

The Blue School, Milton Lane, Wells, BA5 2NR  
Telephone: 01749 678799  
Fax: 01749 836215

If you have any queries or require more information contact Warren Leavens, Site Manager.  
Telephone: 01749 836206, email [WLeavens@educ.somerset.gov.uk](mailto:WLeavens@educ.somerset.gov.uk)

**HIRER'S DETAILS**

Name of Hirer: .....
Address: .....
.....
.....
Day Telephone: .....
Evening Telephone: .....

Start Date: .....
End Date: .....
Day of Week: .....
Start Time: .....
End Time: .....
Number of lettings: .....

Nature of activity: .....
.....
.....
Age range of those attending: .....
Numbers attending: .....

Equipment to be brought by hirer: .....
.....
.....

Delete as applicable:
Is public entertainment's licence necessary for this activity . . . . .Yes / No
Is liquor licence necessary for this activity? . . . . .Yes / No
Is proof of own insurance enclosed? . . . . .Yes / No
Do instructors require special qualifications? . . . . .Yes / No

ROOM OR AREA TO BE HIRED (tick relevant columns)			
Hall		General purpose classroom	
Gymnasium		Stage	
Sports field		Kitchen	
Cricket pitch		Craft area	
Hard Sports Area		Other (specify)	
Showers / Changing room			

DECLARATION:

I hereby apply to use the above facilities on the dates and times shown and agree to be bound by the letting conditions as laid down by the School and with the instructions of any of its officers, accepting SCC insurance arrangements / enclosing proof of own insurance\*

Signature: . . . . .

Name in Block capitals: . . . . .

Date: . . . . .

\* Delete as applicable

FOR OFFICE USE ONLY:			
Item	Date	Initials	Comment
Letting form sent			
Room/area allocated			
Hirer informed regarding H&S			
Public entertainments licence seen			
Liquor licence seen			
Instructors' qualification seen			
Insurance document seen			
Invoice forwarded			
Payment received			

The Blue School  
WELLS  
**Premises Hire Conditions**

The information contained in this pack is designed to tell you all that you need to know when hiring the facilities on the Campus. Please ensure that you read and understand the conditions of hire set out herein before signing the application form. These conditions are binding on any use of the Blue School facilities. Our staff are always pleased to help you if there are any further queries regarding booking the facilities.

### **1. The Campus**

A member of the caretaking staff will be present to unlock the premises at the beginning of the hiring and lock up again at the end, but will not always be available during the entire period of the hire. The duty caretaker can be contacted in the location noted on the diagram when on site.

### **2. Conditions of Hire**

Terminology. In this agreement:

- a) 'The establishment' means the Blue School.
- b) 'The hirer' means the person signing the application form who must be over 18 years of age.
- c) 'The facilities' means the premises and/or equipment forming part of or belonging to the establishment that the hirer has identified on his/her application form.
- d) 'The responsible body' means the Somerset County Council or the Blue School.

### **3. Conditions**

- a) All applications for the hire of facilities must be in writing on the appropriate printed form and should be submitted to the Site Manager at least 7 working days before the event takes place. The establishment reserves the right to refuse any application without having to give reasons.
- b) The establishment cannot guarantee acceptance of a booking until the application form has been processed and confirmed.
- c) Where the hirer indicates that he/she is signing the application on behalf of a club/organisation/institution, that club/organisation/institution shall also be deemed to be the hirer and shall be jointly and severally liable with the applicant for any breach or non-observance of these conditions.
- d) The facilities will be used solely for the event described on the application form. If the booking is related to a regular and continuing booking, this one undertaking shall be binding for all occasions when the facilities are used.
- e) The Head teacher or representative may refuse admission to any person without giving any reason for doing so and may similarly require any person to leave the premises/facility.
- f) The hirer will be responsible for the provision of all such information, instructions and supervision as is necessary to ensure the safety of any activity for which the facility is used. No notices are to be fixed to walls or glazed areas.
- g) The facility car parks are clearly marked on the map and parking in other areas is not permitted without permission. Unauthorised parking will attract an additional charge, to be notified at time of billing.
- h) Maximum numbers allowed in the various areas of the facility must not be exceeded and are available from the Site Manager on request.

- i) The behaviour of all persons attending at the establishment for this booking is the responsibility of the hirer.
- j) The hirer shall be liable for any loss or damage to any property arising out of the hire, and any loss, damage or injury which may be incurred by or be done or happen to any person or persons using the facilities during the hiring, arising from the negligence of the hirer, its invitees, servant or agent. The hirer shall indemnify the responsible body against all such liabilities as are mentioned in this clause.
- k) The hirer shall be liable for any loss or damage to any buildings, fixtures, sports or other equipment or property occurring during the period of the hiring however and by whomever caused, together with any additional expenses and/or consequential losses arising from the damage or loss arising from the negligence of the hirer, its invitees, servants or agents.
- l) The hirer will take all reasonable steps to insure that no nuisance is caused to anyone, either on the campus or on land adjoining it.
- m) In the event of proceedings being instituted against the responsible body due to the act or neglect of the hirer in connection with a letting under these conditions the hirer shall indemnify the responsible body as regards all costs and fines imposed on the responsible body.
- n) Details of the insurance arrangements effected by the responsible body on behalf of the hirers are attached. Hirers should consider and affect by way of insurance such cover as they may deem necessary for risks not mentioned in the leaflet (e.g. cancellation costs - see next condition). The hirer will be expected to take the insurance cover detailed below, or show proof of their own insurance cover. The hirer shall not do or refrain from doing anything which would invalidate insurance policies affected by either party
- o) It may be necessary for the establishment to cancel/postpone this hiring. In that event the responsible body shall not be liable for any consequential loss that the hirer may sustain.
- p) The facilities must be clean and tidy and all equipment replaced in good condition after use. If the facilities are not cleaned to the reasonable satisfaction of the Site Manager, the hirer will be responsible for any payment necessary to have them cleaned and this sum will be added to the invoice.
- q) The hirer will be responsible for setting up and clearing away equipment for the purposes of the hire – the establishment does not provide this service.
- r) The hirer must ensure that there are sufficient stewards to prevent unauthorised persons from entering the facilities or those areas that are not included in the hire and to the necessary means of access thereto.
- s) A qualified supervisor must be present during all activities of a hazardous nature, e.g. karate, trampolining, gymnastics; climbing, judo and athletics field events.
- t) The hirer is solely responsible for the adequacy, suitability and safety of all equipment brought on to the facility. It should be noted that there are no emergency communications facilities available and it is the hirer's responsibility to provide.
- u) First aid arrangements are the responsibility of the hirer who must provide first aid kits and trained personnel as necessary. The hirer must also familiarise him/herself with the emergency procedures for fire, first aid and accident reporting and carry them out to the best of his/her ability.
- v) All accidents causing injury and incidents with potential for injury must be reported to the Site Manager or Assistant Caretaker as soon as possible, and at least within 3 working days of the incident occurring

- w) Use of main kitchen facilities for the preparation of refreshments should be arranged with the Head of Kitchen. If the use of heavy kitchen equipment such as ovens, fryer, hotplates etc is required, a member of kitchen staff should be present. The user will then be charged an hourly rate for that member or staff. The following conditions are applicable to hirers of kitchen facilities:
  1. Kitchen tea towels/dishcloths/floor cloths may not be used by the hirer. Please provide your own.
  2. Kitchen cleaning products i.e. washing up liquid, cream cleanser etc. may not be used by the hirer.
  3. Please provide your own.
  4. All rubbish must be disposed of by the hirer.
  5. All worktops, sinks and floors should be left clean and tidy.
  6. All taps and switches are to be turned off at the end of the hire with the exception of those for freezers and refrigerators.
- x) Food and drink must not be consumed in classrooms without prior consent.
- y) It is the sole responsibility of the hirer to obtain any necessary licence for the sale of drinks, for the performance of plays and similar productions and for the playing of pre-recorded music.
- z) The responsible body reserves the right to vary these conditions at any time without notice or to make special arrangements in any particular case.

#### 4. Finance

- a) The charges outlined at the end of this document are reviewed annually by the Premises/Budget Committees of the Governing Body of the Blue School.
- b) Payment should be made in cash direct to The Blue School before the event if possible. If this is not possible an invoice will be forwarded to the hirer, normally at the end of the month in which the hiring takes place and this should be settled as soon as possible. Failure to settle accounts within 30 days of the date of the invoice will automatically attract a 10% increase.

#### 5. Insurance

- a) Subject to the exclusion mentioned below, the responsible body has arranged the following cover by way of insurance for hirers of Somerset County Council schools and other premises on a casual basis which is calculated at 12% of the hire cost:
  1. PUBLIC LIABILITY (THIRD PARTY) insurance – i.e. claims by persons for which the Hirers (not the Somerset County Council) may be responsible. Cover, which includes risks of food poisoning from food or drink supplied by the hirers, has been arranged subject to a limit of £1,000,000.00 for claims arising out of any on-occurrence
  2. DAMAGE TO PREMISES HIRED (but excluding fire damage-see (3) below). Cover, which includes vandalism for which the hirer may be responsible, is limited to £10,000 for each hiring and is subject to the hirer meeting the first £25 of each claim.
  3. DAMAGE TO PREMISES HIRED by FIRE OR EXPLOSION for which the hirer is responsible or which is directly attributable to the hiring.
- b) Exclusion. The above insurance arrangements DO NOT apply to commercial organisations such as a trading company promoting an exhibition or promoters of professional entertainment on the Council's premises. Such hirers are expected to have made their own insurance arrangements.

c) Notes:

1. The statement above is only a summary of the position. If required fuller details of the insurance cover may be obtained from the County Treasurer (Insurance), County Hall, Taunton, (Telephone 01823 355290 / 355222).
2. The premium is added to the hiring charge.
3. The insurance cover is also available to hirers where no charge is made by the County Council although it is expected that outside organisations eligible for free use of premises will have made their own insurance arrangements. If cover is required a premium will be charged equivalent to that payable on a chargeable letting for a similar period.
4. All activities of staff, governors and parents/teachers associations, which are directly related to the running of the school (including fund-raising activities), are covered by the Council's insurance.
5. It is a requirement of the insurance cover that all reasonable precautions be taken to prevent accident, loss, damage or injury.
6. The Somerset County Council is unable to insure hirers against their own employees. Hirers must make their own arrangements as required by the Employers' Liability (Compulsory Insurance) Act 1969.
7. The Somerset County Council does not provide insurance for other risks of hirers, e.g. loss of money, tickets etc, or arising from the cancellation of hiring. Hirers must take whatever steps they deem necessary to protect themselves against such risks.
8. CLAIMS - All claims under these insurance arrangements must be made to the County Treasurers Department (Insurance), County Hall, Taunton, TA1 4DY. Preliminary information should be telephoned to the County Treasurer's Department - telephone 01823 355290/355222, when advice on further action will be given.