



Lettings Pack 2025-26

Reviewed February 2025

**Marston Ferry Road
Oxford OX2 7WP**

EMERGENCY CONTACT DETAILS

Emergency Services: 999

Gas Leak: (9) 0800 111 999

Lettings Manager: Saily Vichare

Site Manager : Pero Jankovic

This pack contains:

Lettings Terms & Conditions

Safeguarding Declaration

Lettings Fee Schedule

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Lettings Terms & Conditions

Terms

'Hirer' refers to the group/person identified as the Name of Hirer on Bookings Plus

'The School' refers to the The Swan School, Marston Ferry Road, Oxford, OX2 7WP

'Hire Period' refers only to those days, dates and times requested and confirmed on the online lettings booking software and includes any set-up and clear-down time agreed upon

1. Applications to Hire Facilities

- 1.1. The Hirer must apply for the use of River Learning Trust T/as The Swan School (the school) premises by submitting an enquiry on our [online lettings booking software](#). Before the enquiry can be submitted, the Hirer needs to agree to these Terms & Conditions. The Hirer must be over 18 years of age
- 1.2. Once an enquiry has been received, the School Lettings Manager will make contact to offer a viewing and discuss arrangements. Availability will be confirmed by the School using the School online lettings booking software and an invoice will be emailed directly to the hirer. The booking is not confirmed until the invoice is paid in full.

2. Hire Period

- 2.1. The Hired Premises will be available for occupation during the Period for Hire submitted on the lone lettings booking software. Please ensure that enough time is included in the Period of Hire to set up and clear up before and after use of the Hired Premises.
- 2.2. The Swan School reserves the right to charge at current published rates for occupancy or use of the Hired Premises or any part thereof for any overrun of the booked times without prior agreement. Any additional time used will be invoiced separately.

3. Fees

- 3.1. The Hirer agrees to pay to the School the fee stated on the invoice.
- 3.2. 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 via email to the address provided by the Hirer of a variation to the Fee. If the Hirer does not wish to accept the Fee variation then it may give 28 days notice via email (before the School notice runs out) to end the Agreement and in the intervening period the then current Fee will continue to apply.
- 3.3. The fees in the Lettings Fee Schedule exclude VAT. VAT will be charged in all cases except the following
 - Lettings of bare rooms such as standard classrooms with no additional equipment
 - Lettings of sports facilities that meet the requirements of [VAT Notice 701/45](#)
- 3.4. A deposit may be required, at the discretion of The Swan School, to be paid at time of booking. This will be refunded at the Lettings Managers discretion after a check of the facilities after the event. Any breakages, damages or unreasonable mess will be deducted from the deposit The Hirer will be notified by email of any deductions and the reasons for them

4. Payment of Fees

- 4.1. In the case of regular bookings, a monthly invoice will be issued by the 5th of the month to cover all bookings in the following month. The hirer is required to pay the invoice in full

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within 15 days of the invoice date. For example, an invoice will be raised by 5th May for all bookings in June, and the hirer must pay the invoice by the 20th May. .

- 4.2. In the event of a short notice booking, payment must be made 5 days prior to the event start date.
- 4.3. Preferred payment is by credit/debit card on our online lettings booking software. In exceptional circumstances payments can be made by BACS by arrangement with the Lettings Manager. The School does not accept cash or cheque payments.
- 4.4. The booking is not confirmed until the invoice has been paid in full. The school reserves the right to refuse the hirer subsequent admission to the premises if any invoice remains unpaid after the invoice due date. Interest may be chargeable in the event of late payment at the rate of 2% per month compound calculated on a daily basis. The Swan School may share your details with debt collecting agencies if appropriate action needs to be taken. You will be made aware of this prior to it happening.

5. Safeguarding and Child Protection

- 5.1. 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 DFE publication and guidance [‘the DFE guidance Keeping Children Safe in Education \(2024\)’](#) 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.
- 5.2. The School/Academy specifically reserves 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.
- 5.3. All Hirers must confirm that they have read, understood and follow the Safeguarding Declaration.

6. Health and Safety Conditions

- 6.1. The Hirer is responsible for ensuring adequate first aid arrangements are in place for their attendees
- 6.2. The Hirer is responsible for having an emergency evacuation procedure in place and ensuring all attendees are familiar with it
- 6.3. 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:

- Emergency exits, fire extinguishers, alarm points are not obstructed.
- All seats are to be arranged with sufficient gangways to afford proper means of exit and the Hirer shall keep such gangways and all passages and exits free from obstruction.
- 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 including open fires and candles
- Noise levels must be contained to a reasonable level at all times.

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7. Insurance, Liability and Indemnity

- 7.1. River Learning Trust holds public liability insurance to the value of £5 million. River Learning Trust holds Hirers Liability insurance that will provide indemnity to a person or group of individuals or an organisation who would not be expected to have their own public liability insurance. Our Hirers liability insurance does not provide cover for liabilities of large groups or organisations who are hiring the premises such as a football/swimming club who should provide evidence of such insurances to the school. We would not expect groups of friends getting together to play a sport or families hiring the hall for functions to have their own Public Liability insurance.
- 7.2. Where the hirer is a large group or organisation, 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 uploaded to Bookings Plus before the hire takes place.
- 7.3. Where the hirer is a a person or group of individuals or an organisation who would not be expected to have their own public liability insurance 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 payable by the hirer for each claim. Martial arts, firework displays, racing or fairground rides are not covered. 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.

8. Damage to Property

- 8.1. 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 laying of any composition or other preparation on floors is 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.
The Hirer shall not alter or interfere with the fittings or fix any nail, screw, hook or other fastening into the floors, ceilings, walls, or any part of the building or make other alterations or additions to the Premises.
- 8.2. The Hirer undertakes either to make good or to reimburse the Academy for the cost of making good (as the Academy directs) any damage to the property of the School, or the Academy, caused by the Hirer, their staff, visitors or clients and the Hirer indemnifies the Academy for all damage and loss suffered by the Academy as a result of the hiring.
- 8.3. It shall be the responsibility of the hirer to satisfy themselves that the premises, furniture, fixtures and fittings are fit for his purpose. Any existing damage or maintenance should be reported to the on-site lettings assistant on arrival

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- 8.4. Any damage caused during the letting should be reported to the on-site lettings assistant immediately
- 8.5. No School equipment is used unless expressly permitted by the School in writing

9. Temporary Unavailability of Premises by the School

- 9.1. 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:
- where the School is closed for any reason;
 - where the Premises are in the School opinion unsafe to be used by the Hirer;
 - where there are emergency circumstances which require the use by the School of the Premises.
 - where the Premises will be used for a school event, in which circumstances the Hirer will be given at least 1 months notice

10. Security Access and Car Parking

- 10.1. The School agrees to make arrangements for the Premises to be opened and locked after each Hire Period. The staff car park may be used by the Hirer. If considered necessary by the Lettings Manager, additional parking by the sports hall may be made available for the Hirer to use. The hirer is responsible for ensuring that their attendees park in a considerate manner and in designated areas
- 10.2. In some circumstances, the Lettings Manager may assign a specific parking area to a Hirer. This will be notified in advance. The Hirer will then be responsible for ensuring their attendees park in that area.
- 10.3. If the Hirer expects a very high number of vehicles on-site, this should be discussed in advance with the Lettings Manager. The Lettings Manager will determine the maximum number of spaces available to the Hirer and the assigned parking area, considering spaces available, access arrangements and other Hirers on-site, and the Hirer will be responsible for ensuring numbers of vehicles do not exceed this. The Hirer may be asked to provide traffic marshalls.
- 10.4. If there are issues with parking such as inconsiderate parking, excessive number of vehicles or parking in incorrect areas, the Lettings Manager will initially discuss with the Hirer and the Hirer will be responsible for additional communication to their attendees, providing traffic marshalls or other actions to resolve the situation. The school reserves the right to refuse future bookings if ongoing parking issues are not resolved.
- 10.5. The School / Trust accepts no responsibility for any loss or damage arising to or from vehicles parked in any of the Trusts Car Parks.

11. Nuisance

- 11.1. 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 including excessive noise

12. Assignment and Sub-hiring

- 12.1. 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.

13. Change of Contact Person

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- 13.1. 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. The new contact person will be required to countersign the current Agreement to demonstrate they agree to these Terms and Conditions.

14. Use

- 14.1. 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.
- 14.2. Members of the Hirer's party are not allowed access to areas of the Swan School other than those agreed when booking. Unauthorised access to other parts of the swan School may lead to immediate termination of the booking
- 14.3. The hirer must ensure that adequate supervision is available at all times and see that no unauthorised persons are permitted to enter the premises.
- 14.4. The Swan School's duly authorised staff may enter any area of the Hired Premises during the period of hire for inspection or any other reasonable purpose related to the School's operation.
- 14.5. If the Hirer moves items such as tables and chairs they should be returned to their original positions at the end of the session, unless otherwise agreed with the School lettings staff.
- 14.6. 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
- 14.7. If the hirer is arranging for a bouncy castle to be used on-site, the hirer is responsible for ensuring that the bouncy castle provider is a member of the Professional Inflatable Play Association (PIPA) scheme and the bouncy castle provider has an up to date inspection certificate
- 14.8. If the hirer utilises a third-party theatre backdrop service, the hirer is responsible for ensure the relevant certifications are in place
- 14.9. If the hirer uses the food technology classroom, or prepares other food on-site, they must have a person supervising the food preparation who has a food hygiene certificate

15. Prohibitions

- 15.1. 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.
- 15.2. Alcohol may not normally be consumed on the Trusts premises, but this restriction may be waived in special circumstances with the agreement of the School Lettings Manager.

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Where agreement is given for the consumption of alcohol, the hirer must accept responsibility for the compliance with the licensing laws. Liquor Licence: obtainable from the clerk to the local Magistrates' Court

- 15.3. Smoking and vaping on the schools premises and grounds is prohibited; notices shall be displayed (by the hirer) at all meetings and activities open to the public specifically forbidding smoking on the premises. No advertisements or publicity material promoting smoking or vaping 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
- 15.4. No animals, except for service animals and emotional support animals, are permitted on these premises. Owners of service animals and emotional support animals are responsible for keeping their animals under their immediate control at all times and cleaning up any messes their animals may make immediately.
- 15.5. 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
- 15.6. No part of the premises may be used for auction sale, trade, business or manufacture of goods.
- 15.7. The hirer shall undertake not to infringe any copyright and shall undertake to indemnify the school against all proceedings, actions, claims and demands which may be taken or made against the school for any alleged infringement of any copyright.
- 15.8. No school equipment apart from standard furniture is used without written permission from the Lettings Manager.
- 15.9. Furniture, instruments or equipment belonging to the Hirer may not be left or stored on the premises unless specific agreement is made with the Lettings Manager. If it is agreed that items can be left, a specific storage area will be assigned by the Lettings Manager. The storage area may be accessible by other lettings organisations and school staff. The School takes no responsibility for items left on the premises.
- 15.10. Any piano must not be moved without the consent of the Lettings Manager

16. Exclusion of Tenancy

- 16.1. 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 shorthold 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.

17. GDPR and Data Protection

- 17.1. The Hirer agrees to The Swan School to store contact details and booking information on our cloud based booking service provided by Bookings Plus. Your details will never be used directly by Bookings Plus.

18. Cancellation



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18.1. 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.

19. Complaints

19.1. Any complaints with regard to the management and control of the premises must be made in writing to the School Business Manager on the following email office@theswanschool.org.uk

20. Agreement

20.1. By signing the booking form, the hirer acknowledges that they have read, understood and agree to these Terms & Conditions

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Safeguarding / Child Protection Declaration

The Hirer 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 (2024) and the Oxfordshire Safeguarding Adults Board multi-agency adult protection procedures

Specifically, the Hirer 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.

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Safeguarding / Child Protection Declaration

The Hirer agrees to

- agrees to provide a copy of their child protection policy on request of the governing body of the school. (Note where an organisation/individual does not hold a child protection policy, then they should confirm that they are aware of the OSCB procedures and agree to follow these).
- confirms that all adults either employed or being used on a voluntary basis to provide services on behalf of the hirer have been through the appropriate safe recruitment checks and have received and will continue to receive appropriate safeguarding training as dictated by the Safeguarding Boards
- 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.
- confirms that 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 DFE publication 2024 and have received and will continue to receive on a three yearly cycle basic child protection training.

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Lettings Fee Schedule

BUILDINGS		Rate per hour (min 3 hour charge)
	Main Sports Hall	£60
	Dance Studio	£42
	Classrooms	£18
	Main Theatre / Assembly Hall	£54.50
	Drama Room	£42
	Dining Hall	£33
	Food Technology Classroom	£18
EXTERNAL AREAS	MUGA Pitch	£40
	Rugby or Football Field	£37

- Discounts may be offered to hirers who are booking multiple sessions, or who want to increase the areas of the school that they wish to hire