



## **Hire of School Premises Terms and Conditions**

All terms and conditions must be adhered to.

### **1. Interpretation**

- A Hirer: person making the application for a letting who will be personally responsible for payment of all fees or others sums due in respect of the letting and ensuring the terms and conditions are adhered to
- B ULT GROUP: means THE UNITED LEARNING Governing Body, Goresbrook.

### **2. Term, effective date of Agreement**

The term of this agreement will be for use of the:

**Name of Hall/Room:** .....

**Name of the Hirer:** .....

**Company Name (if applicable):** .....

**Dates of Hire:** .....

### **3. Use and Access**

- A The Group permits the Hirer to access and use of the Primary building on the times specified by the letting agreement.
- B The Group do not warrant that the school is fit or suitable for the purpose of the hire.
- C The Hirer is responsible for ensuring these terms and conditions of use are observed and for the effective supervision of the arrangements and activities on the school Premises during the Hire Period and for the prevention of disorderly behaviour.
- D The Group retains the right to access the school Premises at all times during the Hire Period and the Hirer must comply with any reasonable instructions given by School staff.
- E The Group remains in the Group's legal possession notwithstanding the Hirer's occupation during the Hire Period and such occupation shall not be deemed to constitute or create any lease or tenancy.
- F Fobs will be given to the Hirer to obtain access into the school. The fobs must be kept secure at all times and on leaving the school Premises, the gates/doors must be made secure. Notification must be given to the Group immediately if the fobs go missing. Fobs should not be passed to any other person without direct permission from the school. Only named key holders may operate the security system.

### **4. Restrictions on Use**

- A The Hirer shall not use the Premises for any illegal purpose nor for any purpose or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the Group or any owner or occupier of neighbouring property.
- B The Hirer shall not make any alterations or addition to the Premises, shall not affix any items to the Premises and no interference is to be made with School property/equipment or other parts of the building, which do not form part of this hire agreement.



- C If the hire agreement allows use of the kitchen, any leftover food and drink must be taken away from the school premises at the end of day.
- D Any storage space must be agreed with the Group before using.
- E The use of school equipment must be agreed in advance of the letting.
- F Alcohol is not to be allowed, brought onto or consumed on the Premises at any time.
- G Illegal drugs are not to be brought onto or consumed on the Premises.
- H No items of a flammable, dangerous or noxious character may be brought onto the Premises, including fireworks, confetti or gas.
- I Smoking is not allowed on the Premises at any time.
- J No betting, gaming or gambling is allowed on the Premises
- K Dogs, other than guide dogs for the blind or other assistance dogs, shall not be allowed on the Premises.

### **5. Hire Fee and Deposit**

- A The Hire Fee is £ ..... per year and is payable in advance as stated on the letting agreement.
- B The School reserves the right to require a deposit over and above the Hire Fee as security against damage to the Premises (including any Equipment) or the Premises being left in an unacceptable condition requiring additional cleaning, caretaking or other expenses

### **6. Condition and Damage**

- A The Hirer will keep the facilities in a clean and tidy condition when in occupation. The Premises must be left in the same condition as before the Hire Period. No food, rubbish or other belongings of the Hirer should be left on the Premises. Waste refuse sacks should be used and can be disposed of in the school's refuse area. If additional cleaning is necessary, the Hirer will be charged accordingly.
- B Any damage, destruction or theft that occurs during the Hire Period in or to the Premises, to the building, equipment or School property will be the responsibility of the Hirer and the Hirer shall pay to the School the cost of making good any such damage. Any damages or breakages must be reported.

### **7. Insurance**

- A The Hirer must hold public liability insurance in respect of their occupation of the Premises for a minimum of £5 million and will provide a copy to the Group.
- B The Hirer must hold Employers Liability insurance for a minimum of £5 million indemnity in accordance with compulsory legal requirements. A copy must be provided to the Group.
- C The Group may, at its discretion, waive the requirement to hold public liability insurance/employers liability insurance where the Hirer is an individual or small informal group of individuals (not using the Premises for commercial or business purposes) who do not hold these insurances and who may find it difficult to obtain. In these circumstances, the School will arrange for the Hirer to be covered under the Schools own insurance and any extra associated costs will be reflected in the Hire Fee.

### **8. Indemnity**

The Hirer shall keep the Group indemnified against all expenses, costs, claims, damage and loss (including any diminution in the value or loss of amenity of the Premises) arising out of the use of the Premises by the Hirer or from any breach of any of the Condition of Hire by the Hirer, or any act or omission of the Hirer, or any other person on the Premises with the actual or implied authority of the Hirer.



#### **9. Loss**

- A The Group does not accept liability for any loss, theft or damage to property brought onto the Premises by or on behalf of the Hirer or damages to vehicles parked in any car park provided or injury to any person however caused.
- B The Group shall not be liable for any loss or damage suffered by the Hirer as a direct or indirect result of the performance of this hire agreement being prevented, hindered or delayed by reason of any act of god, riot, strike or lockout, trade dispute or labour disturbance, accident, breakdown of plant or machinery, fire, flood, difficulty in obtaining workmen's materials or transport, electrical, power failures or other circumstances whatsoever outside its control and which affect the provision by the School of access to or use of the Premises.

#### **10. Assignment**

This hire agreement is personal to the Hirer and the Hirer shall not assign or underlet or part with or share possession or occupation of the Premises.

#### **11. Health and Safety**

- A The Hirer must comply with all laws relating to the Premises and the occupation and use of the Premises by the Hirer, including but not limited to Health and Safety legislation.
- B The Hirer should, as far as possible, have an accurate list of those present.
- C Any portable electrical equipment to be used must have a current PAT test certificate, if electrical.
- D The Hirer must ensure they are aware of the fire exits and the fire and emergency evacuation procedures. The Hirer is required to take any precautions necessary to ensure the safety of those attending during the Hire Period, including ensuring the means of escape from fire are not blocked or impeded.
- E The Hirer will immediately inform the School of any emergency, accident or serious incident that occurs during the Hire Period by telephoning the School Emergency Contact. The Hirer will be responsible for reporting any accident to the Health and Safety Executive.
- F The hirer will be responsible to provide First Aid provision and must provide the school with the named First Aider for the event.

#### **12. Safeguarding and Child Protection**

- A Hirers providing services to children must have policies and procedures in place to ensure children's safety and any Risk Assessments and DBS certificates required by the Hirer must be supplied to the Group upon request.
- B At an event where the number of children is likely to exceed 100, the Hirer must ensure that a sufficient number of adults are stationed to prevent more children being admitted, to control the movement of the children and to take all reasonable precautions for the safety of the children as required by the Children's and Young Person's Act 1933.

#### **13. Car Parking**

Subject to availability, these may be used by the Hirer and other adults involved in the letting.

#### **14. Cancellation**

- A This agreement may be terminated by either party at a date earlier than the termination date 31 August 2019 by giving to the other at any time at least 1 months' notice in writing, which shall include an explanation for the reasons subject to the right of either party in respect of damages or costs incurred as a result of such early termination. No payment other than a refund of the paid hire fee will be made by the Group.



- B The Group may terminate this agreement immediately in the event that the Hirer is found to be in a fundamental breach of the terms of this agreement, which in the reasonable opinion of the Group is not capable of being remedied and no Hire Fee (or part thereof) shall be refundable.
- C The Hirer may cancel individual matches at any time by contacting the Group. If a booking is cancelled with more than one weeks' notice, the full Hire Fee will be repaid. If less than one weeks' notice is given, only 50% of the Hire Fee will be repaid. The Hirer will pay the full cost of the hire for bookings cancelled less than 24 hours before commencement of the Period of Hire.

### **15. Advertising**

The Group must approve of all advertising and posters concerning the use of the premises.

### **16. Emergency Evacuation Procedure**

It is recommended that the Hirer familiarise themselves with the following, sharing with all under their control as Hirer:

- Anyone discovering a fire should immediately sound the nearest fire alarm. In the case of a child they should then inform the nearest adult.
- The alarm signal is a continuous siren for fire.
- The function of the alarm is to warn every person in the building that a state of emergency has arisen and that the drill procedure should be put into operation at once.
- Whenever the fire alarm sounds in school, please do not assume that this is a drill and does not affect you, please exit the school in a safe, orderly and efficient manner and congregate at the assembly point.
- The evacuation should be carried out quietly in order that any instructions given can be heard.
- To avoid fire spreading, if possible, windows as well as doors should be closed. However the closing of windows and doors should not unduly delay the evacuation of the building or present a health or safety risk. Adults must assess the situation and use their discretion. On reaching a staircase people should descend in single file using one side of the staircase only.

### **17. Roll Call**

The Hirer, organiser or another designated person must take the responsibility of Fire Warden. Once at the place of assembly a roll call or count must be taken and it is the responsibility of the Warden to have an up to date list of all attendees.

Should anybody be missing the Fire Brigade/Caretaker on duty must be informed immediately.

If danger to life is present the Fire Brigade will search for missing persons. Nobody will be allowed to re-enter a building. In the case of a drill permission to re-enter the building is given by the Caretaker on duty.

Signed on behalf of United Learning Goresbrook School (Licensor):

Print Name ..... Date.....



Signed .....

On behalf of ..... (Licensee)

Print Name .....

Signed ..... Date .....