

NAME OF SCHOOL:

**CONTRACT FOR THE HIRE OF SCHOOL ACCOMMODATION AND EQUIPMENT BY INDIVIDUALS,
COMPANIES AND ORGANISATIONS**

CONTRACTS ARE NOT ENTERED INTO WITH A CLUB OR OTHER SIMILAR BODY UNLESS IT HAS BEEN LEGALLY INCORPORATED. IF THE PREMISES ARE TO BE HIRED ON BEHALF OF A CLUB OR OTHER UNINCORPORATED BODY THE CONTRACTING PARTIES SHALL BE **THE GOVERNING BODY OF THE SCHOOL** ("THE SCHOOL") AND **AN INDIVIDUAL OFFICER OF THE CLUB**. THE HIRER SHALL BE LIABLE TO THE SCHOOL FOR ALL DEBTS AND LIABILITIES THAT SHALL ARISE UNDER THIS AGREEMENT.

IN CONSIDERATION OF SCHOOL AGREEING TO HIRE TO ME/US

MY/OUR NAME:

ADDRESS:

..... POST CODE:

TELEPHONE NUMBER:

OCCUPATION:.....

THE FOLLOWING ACCOMMODATION
(state requirements, rooms, hall etc.):

PLUS (if applicable) any additional equipment (e.g. School piano, television, shower facilities etc.) as specified here:

FOR THE PURPOSES OF (fully state the purpose of the hire of the premises):

ON (insert date(s)):

FROM (insert times) TO

IN ACCORDANCE WITH THE SCHOOL'S LETTINGS POLICY, CONDITIONS OF HIRE AND SCALE OF CHARGES (including the payment to the School of charges calculated in accordance with such policy), I/WE (otherwise referred to herein as the hirer, my/our, myself/ourselves, me/us) HEREBY AGREE:

1. that the School reserves the right to terminate the hire with immediate effect should it be found that any part of the School and/or its equipment has been damaged, stolen or used inappropriately or if as a direct consequence the hire of the premises impacts on the operational function of the School for its primary purpose;
2. to hire and use the accommodation/equipment as detailed above in accordance with the Schools lettings policy and conditions and charges which I/we confirm that I/we have seen, read and understood;

3. that the School may, at its discretion, demand full payment of its charges or any part thereof in advance of the hire taking place, whether before or during the duration of this agreement, whereupon I/we shall pay the School's charges on demand and if I/we fail to pay the School's charges in advance where so demanded the hiring shall immediately be cancelled;
4. that the School reserves the right to terminate the hire with immediate effect should it be found that the hire of the Accommodation is being used, or we perform any activities, that has the purpose of disseminating of extremist or terrorist views or to has a radicalising influence or is contrary to any guidance issued under the Council's or Governments PREVENT strategy.
5. that I/we have read, understood and agree and shall observe, fulfil and comply with all the Conditions set out below.
 - a) I/we agree that all requirements relevant to the hire of the premises will be complied with, including obtaining any necessary licence (such as for the sale of alcohol) and in accordance with the permitted planning use of the premises and that all personnel employed by the hirer or involved in the activity concerned will be informed of these requirements and Conditions and shall not do anything that will or might constitute a breach of any necessary consents affecting the premises
 - b) Three clear working days' notice is required in order to cancel a booking. If this notice is not given I/we will be required to and agree to pay the full hire charge.
 - c) VAT may be applicable in certain circumstances and for certain hirings. I/we have enquired and established at the time of making the booking whether VAT is payable.
 - d) I/we will ensure that a responsible person will be present on the premises at all times during the full period of the hire.
 - e) I/we accept full responsibility for damage to or theft of or from the School's and/or Wokingham Borough Council's property, over which I/we have the use, occurring during the period of hire of the premises.
 - f) Any cleaning undertaken which, in the opinion of the officers of the School, is required as a result of the hiring and outside the scope of the agreed hire charge, will be charged to me at the appropriate rate.
 - g) The School and Wokingham Borough Council accept no responsibility whatsoever for any loss of or damage to personal property, howsoever caused, brought into or left in the premises during or as part of the hire of the premises, unless such loss or damage arises as a direct result of the negligence of the School or Wokingham Borough Council.
 - h) The School and/or Wokingham Borough Council shall not be liable to the Hirer for any consequential loss.
 - i) If I/we discover any hazard(s) regarding access to or the use by me/us of the School premises or regarding the equipment to be used, whether before or during the hire of the premises, I/we shall immediately make a representative of the School aware of the hazard(s).
 - j) I/we agree that no equipment will be used without the prior written approval of the Head Teacher or an authorised representative of the School, as the case may be, and that the installation and use of my/our equipment will have been agreed by the Head Teacher or an authorised representative of the School in advance of such use or installation and the use or installation will be carried out by trained and competent personnel.
 - k) I/we agree to familiarise myself/ourselves with the position of telephones, escape routes, fire alarms and fire fighting equipment.
 - l) I/we agree to read and ensure that I/we understand any notices regarding the procedures to be followed, and action to be taken, in the event of fire and I/we agree to ensure that that such information will be passed on by me/us to anyone using the premises during the period of hire.
 - m) I/we shall indemnify the School and Wokingham Borough Council against any legal liability for loss, damage, demand or proceedings whatsoever, arising under statute or at common law, for damage to property, which shall include the hired premises, or personal injury to or death of any person, caused during or by circumstances arising from, related to or connected with the hire of the premises except where arising from the negligence of Wokingham Borough Council, the School or its governing body.
 - n) I/we agree to effect Third Party/Public Liability Insurance against any legal liability for loss, damage, demand or proceedings whatsoever, arising under statute or at common law, for damage to property, which shall include the hired premises, or personal injury to or death of any person, caused during or by circumstances arising from, related to or connected with the hire of the premises on the following basis:

- i) accidental bodily injury or disease, including death to third parties and in respect of damage to their property – **limit of indemnity not less than £5 million**; ii) accidental damage howsoever caused, including by fire, to the premises on hire – **limit of indemnity not less than £5 million.**
- o) In accordance with the agreement in paragraph n) to effect Third Party/Public Liability insurance, where I/we do not hold such insurance, I/we agree to pay an additional insurance premium of 10.50% of the hire charge in respect of hirers liability insurance, unless I/we can demonstrate that my/our own insurance cover satisfies the specified Conditions. Where the hire does not form part of a regular hire (e.g. on a continuing weekly or monthly basis) a minimum charge of £2.65 will apply or 10.50% of the hire charge, whichever is the greater. Where this charge is levied, the hirer notes that the hirer is responsible for a **£100 excess** in respect of paragraph n) (i) **injury** and n) (ii) **accidental damage.**
- p) I/We agree to comply with all Health and Safety Legislation in force during the period of hire and agree not to cause any breach of Statute.
- q) I/we agree that the hire will not be used with the purpose that has a radicalising influence, disseminate any kind of terrorist or extremist views or anything that could be seen as such or contrary to any guidance issued under the Council's or the Government's PREVENT strategy.
- r) I/we warrant that we do not and will not perform any activities that has a radicalising influence, disseminate any kind of terrorist or extremist views or anything that could be seen as such or contrary to any guidance issued under the Council's or the Government's PREVENT strategy.
- s) The School and the Hirer hereby acknowledge that no relationship of Landlord and Tenant shall arise between them by virtue of the use by the Hirer of the premises under this Contract. The School retain control, possession and management of the premises and the Hirer has no right to exclude the School from the premises.
- t) Any keys or key codes given to the Hirer are for use only in accordance with the terms of this Contract and are not for exclusive possession or for free access at any time. Under no circumstances will the Hirer retain any keys or key codes beyond the term of the hire period.

**** Please note that political meetings, professional entertainment promotions, commercial ventures and martial arts are specifically excluded from this cover and the hirer must provide evidence of the hirer's own insurance cover in respect of such activities in accordance with the conditions above****

SIGNATURE OF HIRER (where hirer is an individual*):

OR

AUTHORISED SIGNATORY (where hirer is a firm, partnership, company or organisation*):

.....

POSITION:

DATE:

WITNESSED BY (signature):

NAME OF WITNESS (block letters):

ADDRESS OF WITNESS:

..... POST CODE:

OCCUPATION:

[If applicable, the invoice in respect of payment for the hire of the said accommodation/equipment may be forwarded to:

.....]

** If the hirer is a firm this agreement must be signed by a partner of the firm. If the hirer is a limited company this agreement must be signed by a director or the secretary of the company. If the hirer is a club or similar organisation this agreement must be signed by an authorised officer of the club or organisation. This form must be returned to the School at least 7 days before the proposed date of the hire.*

HIRING AGREEMENT FORM - SCHOOL PREMISES