

Terms & Conditions of Hire

1 Interpretation

The definitions and rules of interpretation in this clause apply in this agreement.

Academy	means Ugborough Primary School, part of the Westcountry Schools Trust;
Agreement	means the agreement for the hire of Academy Premises/Facilities entered into between the Academy and the Hirer subject to these Conditions of Hire;
Event	means a booking which involves a large number of site users for which the Academy determines extra costs must be incurred in order to accept the booking;
Hirer	means the organisation of individual hiring the Premises/Facilities
Lettings Supervisor	means the nominated representative of the Academy duly authorised by the head teacher to act on her behalf with regard to the Agreement;
Premises/Facilities	means the premises or facilities being made available by the Academy for use by the Hirer;
VAT	means value added tax chargeable under English law for the time being and any similar additional tax.

- 1.1 Clause, schedule and paragraph headings shall not affect the interpretation of these Conditions of Hire.
- 1.2 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's permitted assigns.
- 1.3 The schedules form part of these Conditions of Hire. Any reference to these Conditions of Hire includes the schedules.
- 1.4 Words in the singular shall include the plural and vice versa.
- 1.5 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.6 Where the words **include(s)**, **including** or **in particular** are used in these Conditions of Hire, they are deemed to have the words **without limitation** following them. Where the context permits, the words **other** and **otherwise** are illustrative and shall not limit the sense of the words preceding them.

2 Applications for Hire of the Premises/Facilities

- 2.1 All bookings should be made using [the website/the enclosed booking form], including any pre booking queries or messages in the first instance.
- 2.2 In respect of reoccurring bookings, the Hirer may request and the Academy, at its absolute discretion may agree to receive monthly payments in respect of reoccurring bookings rather than requiring the Hirer to make an upfront payment for all bookings.

- 2.3 No person under the age of 18 years will be accepted as a Hirer.
- 2.4 Applications for hire of the Premises/Facilities must be made to the [Lettings Supervisor] at least [one calendar month] prior to the date of use.
- 2.5 Payments will be made only after the Academy has confirmed the booking, this will usually be within 2 working days.
- 2.6 Applications for hire of the Premises/Facilities shall be treated equally, in line with the Academy's equal opportunities policy.
- 2.7 The Academy shall have the right to refuse any application for use of the Premises/Facilities. The Academy must be assured that the purpose of the Premises/Facilities hire will not result in controversy, disrepute, legal action or disorderly behaviours.
- 2.8 The Academy, at its own discretion, reserves the right to deem a booking as an Event. An Event is likely to be a booking which involves a large number of site users such as spectators or an audience. The Academy may make further charges to the Hirer for an event where the Academy deems extra staffing, cleaning or other facilities management costs are required.
- 2.9 If the Hirer believes their booking may be an Event they must contact the Academy directly to discuss their requirements prior to making the booking request. A failure to disclose a booking as an Event may result in the cancellation of a booking.

3 Facilities

- 3.1 Use of the Premises/Facilities only includes use of the areas expressly agreed by the Academy.
- 3.2 The Academy will make available such equipment as are referred to at the time of booking. It is the responsibility of the Hirer to ensure these are arranged to suit their needs and returned to the original layout at the end of the period of hire.
- 3.3 Should a "hired" room be unavailable a suitable alternative will be offered.
- 3.4 The Academy's responsibility during the period of hire is set out in Part A of Schedule 1.
- 3.5 The Hirer's responsibilities during the period of hire are set out in Part B of Schedule 1.

4 Hire Charges

- 4.1 Hire charges for the Premises/Facilities are as specified overleaf, as may be updated from time to time by the Academy.
- 4.2 The Academy may, at its discretion request a £[100] advance deposit to be paid in full to the Academy on entering into the Agreement as security for the Hirer complying with their obligations under the Agreement. Such sum will be refunded to the Hirer on expiration of the period of hire if all obligations have been complied with.
- 4.3 Payment for the hiring must be paid to the Academy 30 days in advance of the hire period and in accordance with the schedule of payment issued once a booking application has been accepted by the Academy.

- 4.4 All charges are reviewed annually by the Academy on 1 September. Any changes will be notified to the Hirer in writing.

5 Cancellation by the Hirer

- 5.1 If the Hirer wishes to cancel their booking in whole or in part the Hirer must cancel the booking by informing the [Lettings Supervisor] in writing.
- 5.2 Charges in accordance with the following scale will be made for any cancellation:-
- 5.2.1 in respect of stand alone bookings, if less than 21 calendar days' notice for cancellation is given before the period of hire, the hiring fee is to be paid in full.
- 5.2.2 in respect of block bookings (for the purpose of this Agreement, block bookings means either the booking of multiple facilities or rooms at the same time, or repeated bookings of one or more of the facilities or rooms where the multiple bookings are made on the same date) if less than 30 calendar days' notice for cancellation is given before the period of hire, the hiring fee is to be paid in full.

6 Cancellation by the Academy

- 6.1 The Academy reserves the right to cancel the Agreement at any time if the Premises/Facilities are required for use for Academy activities. In the event of such cancellation, the Academy will give to the Hirer at least 21 days' notice and refund any monies paid in respect of the booking, but shall not otherwise be liable to the Hirer.
- 6.2 The Academy reserves the right to relocate the hiring to another part of the Academy, for any reason at any time.
- 6.3 The Academy will not accept responsibility for any loss, or other expenses, howsoever incurred by the Hirer, in the event of cancellation by the Academy of the letting as a result of circumstances beyond its control or if the Premises/Facilities to be hired are unsuitable (i.e. pitches being unsuitable for play as a result of weather conditions (including without prejudice to the generality of the same, industrial action, by its employees or others, fuel shortage, failure of gas /electric supply). The decision of the Academy as to whether a letting should be cancelled is binding on the Hirer. In the event of cancellation beyond the Academy's reasonable control, the Academy shall refund any sums paid by the Hirer.
- 6.4 The Academy may cancel the Agreement at any time before or during the period of hire if:-
- 6.4.1 the Hirer fails to comply with any of the terms of this Agreement; or
- 6.4.2 details of any particulars referred to in the Agreement have not been supplied as required, or if supplied, are not approved by the Academy; or
- 6.4.3 the Hirer does not comply with the safeguarding requirements at clause 30.
- 6.5 In the event of such a cancellation no refund of any monies paid in respect of the booking will be made to the Hirer and the Academy will not be liable to the Hirer in any respect.

6.6 If the Academy is closed due to poor weather conditions and hiring of the Premises/Facilities cannot take place, this will be notified to you by email and published on the Academy's website.

7 Use of the Premises/Facilities

7.1 During the period of hire, the Hirer shall ensure that:-

7.1.1 no part of the Premises/Facilities are used for any purpose other than that described in the Agreement;

7.1.2 the Premises/Facilities fittings, fixtures and furniture at the Premises/Facilities are not subjected to damage (whether accidental or otherwise) or undue wear and tear;

7.1.3 no part of the Premises/Facilities is used for any unlawful purpose or in any unlawful way or in any way likely to invalidate any insurance;

7.1.4 no animal is brought into the Premises/Facilities or allowed to enter the Premises/Facilities without prior consent of the Academy (except guide dogs for the blind or hearing dogs for the deaf);

7.1.5 the Premises/Facilities or any part of the Premises/Facilities are not sub-hired;

7.1.6 all users of the Premises/Facilities by virtue of the hiring shall restrict themselves to the areas hired and shall not enter other parts of the Academy;

7.1.7 the Hirer will leave the Premises/Facilities in the same condition as at the beginning of the letting. If additional cleaning is required as a result of the Hirer's use of the Premises/Facilities, or the Academy has had to dispose of excessive waste, the Academy will invoice the Hirer for the all cleaning costs/waste removal incurred. The Hirer will be required to pay the invoice within 7 days.

7.2 The Academy will take all reasonable steps to accommodate disabled users. The Hirer should advice the Academy in advance if they are aware that disabled users are attending the meeting or function, where possible and advise of reasonable adjustments required. The Academy will endeavour to implement reasonable adjustments where possible.

8 [Special Measures

8.1 The Hirer is expected to be familiar with and will solely be responsible for implementing any special measures recommended by the Government in respect of the Covid-19 pandemic, including but not limited to, changes of capacity, social distancing measures and the use of masks.

8.2 The Hirer shall be responsible for collating a record of attendees as required to comply with the Governments track and trace scheme.

8.3 The Hirer shall notify the Academy immediately should they become aware of an attendee testing positive for Covid-19 within two weeks of attending the Premises/Facilities.

- 8.4 The Academy shall provide upon request details of any special measures put in place in respect of Government guidance. The Academy shall remain responsible for the implementation of Government guidance in respect of common areas (including car parks, reception and corridors).
- 8.5 Upon request of the Academy, the Hirer will provide details of the number of attendees together with details of the special measures that will be put into place in respect of Government guidance.
- 8.6 The Academy will not under any circumstances accept responsibility or liability in respect of any fines or penalty fees incurred due to breach of such Government guidance or measures.]

9 Maximum Capacities

- 9.1 It is the Hirer's responsibility to ensure that maximum capacities, as stated by the Academy, for the Premises/Facilities are not exceeded.
- 9.2 Maximum capacities as stated, shall include all persons attending or present at the Premises/Facilities including (but not limited to) any supervisors, those participating in activities, parents and members of the public.
- 9.3 [Maximum capacities may be subject to change to reflect the up to date Government guidance in respect of the Covid-19 pandemic.]

10 Supervision

- 10.1 During the period of hire the Hirer is to be responsible for the effective supervision of those attending or present at the Premises/Facilities including:-
- 10.1.1 the effective control of pupils/all persons
 - 10.1.2 the orderly and safe admission and departure of persons to and from the Premises/Facilities
 - 10.1.3 the safety of the Premises/Facilities and the contents of the Premises/Facilities
 - 10.1.4 supervision of car parking arrangements so as to avoid obstruction of the highway.
- 10.2 The Hirer shall use sufficient supervisors/assistants to maintain good order during the period of hire and expel any person acting in a disorderly manner, or disobeying Academy or Hirer instructions. In default, the Academy may expel such persons.
- 10.3 The Hirer shall ensure that no undesirable person is permitted to enter, remain or otherwise make use of the Premises/Facilities and that no person shall trespass on parts of any Academy Premises/Facilities not included in the hiring.

11 Safety Requirements

During the period of hire, the Hirer shall ensure that:-

- 11.1 they are fully familiar with the Academy's first aid/fire safety/emergency procedure policies, copies of which shall be provided to the Hirer. The Hirer is expected to take all

reasonable steps to ensure that all persons using the Premises/Facilities by virtue of the Agreement are also familiar with these policies;

- 11.2 fire-fighting apparatus at the Premises/Facilities is kept in its proper place and is only used for its intended purposes;
- 11.3 one person in the Hirer's party has access to a mobile telephone so that in the event of an emergency, the Lettings Supervisor and/or the emergency services may be contacted;
- 11.4 any safety issues, however slight, or outbreak of fire are reported immediately to the Lettings Supervisor and if necessary activate the fire alarm system;
- 11.5 no obstruction should be placed in gangways or exits, nor in front of emergency exits, and such exits must be available for free access at all times;
- 11.6 no performances or use takes place which could involve danger to the public;
- 11.7 for safety and fire prevention reasons, no garlands or decorations are used other than those agreed in advance with the Academy, which must not be of a combustible nature;
- 11.8 no highly flammable substances are brought onto or used in any part of the Premises/Facilities;
- 11.9 no smoke machines are used;
- 11.10 no additional heating appliances are brought into and used on the Premises/Facilities;
- 11.11 any accidents or damage which shall be reported to the Lettings Supervisor before the Hirer leaves the Premises/Facilities; and
- 11.12 the Hirer is responsible for security at the Premises/Facilities during the period of hire.
- 11.13 Any persons not adhering to the Academy's H&S procedures will be asked to leave the site.

12 Lighting and Electrical Safety

During the period of hire, the Hirer shall ensure that:

- 12.1 no lighting, heating, power or other electrical fittings or appliances in the Premises/Facilities are altered, moved, or in any way interfered with; and
- 12.2 no additional lights or extensions brought onto and used on the Premises/Facilities (without prior written permission of the Academy).
- 12.3 it shall only use electrical equipment where this has been PAT (Portable Appliance Testing) by the user and where permission has been obtained in advance. The Hirer is responsible for obtaining adequate insurance to cover the use of any electrical appliances brought into the building which must be shown to the Academy upon request.

13 First Aid

The Hirer shall ensure that a person with appropriate first aid skills is present at the Premises/Facilities during the period of hire. The Hirer must ensure that a suitable first aid kit is provided for use by such person during the period of hire. In the event of first aid being

administered, a written report will be forwarded to the Academy. The report must contain the name, address, type of injury, first aid administered and the reason/cause of the injury.

14 Alterations, Advertising and Care of Premises/Facilities

- 14.1 If the Hirer is going to advertise an event in advance, the Hirer will submit to the Academy for approval, a draft of any poster or advert relating to the event and comply with all requirements that the Academy may reasonably impose in relation to content/publication. It is the responsibility of the Hirer to ensure that the law is not broken.
- 14.2 The Hirer is to take good care of and not cause any damage to the Premises/Facilities fittings/equipment. The Hirer is to make good and pay for any such damage caused by any act or neglect of the Hirer or anyone permitted by the Hirer to enter the Premises/Facilities.
- 14.3 No bolts, nails, tacks, screws, bits, pins, or other like objects shall be driven into any part of the Premises/Facilities by the Hirer nor shall any placards or other articles be fixed to any part of the Premises/Facilities.
- 14.4 No advertisements of any type are to be displayed inside or outside of the Premises/Facilities by the Hirer without the prior approval of the Academy.
- 14.5 No alterations shall be made to the Premises/Facilities by the Hirer, either in construction, arrangement of public accommodation, lighting, heating, seating, fixtures, fittings, exits or otherwise without the prior written approval of the Academy.
- 14.6 The gymnasium and hall floors are used by children for physical education and no substance is to be applied to the floors by the Hirer to prepare them for dancing or any other activity. No footwear liable to damage floors may be worn on the Premises/Facilities.

15 Food, Refreshments and the Sale of Goods

- 15.1 The Hirer may not sell or allow to be sold on the Premises/Facilities any food, refreshments or goods without first obtaining the written consent of the Lettings Supervisor.
- 15.2 The Hirer must, if selling food, refreshments or goods on the Premises/Facilities, comply with all relevant legislation.

16 Prevention of Nuisance

- 16.1 The Hirer must ensure that any music played or provided at the Premises/Facilities, or noise levels from functions or activities taking place on the Premises/Facilities, do not cause a nuisance either within the Academy or to surrounding Premises/Facilities or any nearby residential accommodation.
- 16.2 The Hirer must ensure that cars belonging to those attending are not parked so as to cause an obstruction at the entrance to, or exits from, the Academy and must not obstruct or delay access to the Academy by emergency vehicles.
- 16.3 The Hirer must take all reasonable measures to ensure that cars belonging to those attending do not obstruct the public highway access to adjacent private property; and also that undue noise is not caused on arrival or departure.

16.4 The Hirer shall comply with any requirements of the Academy with regard to parking of vehicles.

17 Statutory Requirements

17.1 The Hirer must not do or permit any act matter or thing that would or might constitute a breach of any statutory requirement affecting the Premises/Facilities.

17.2 The Hirer shall comply with all conditions and regulations made in respect of the Premises/Facilities by the Fire Authority, the Council in its capacity as the Licensing Authority, or otherwise. Without prejudice to the generality of the above, this includes any conditions or regulations in connection with any event which includes public dancing or music or other similar public entertainment.

17.3 The Hirer is responsible for obtaining any licences which may be required for the period of hire. Copies of such licences are to be provided to the Lettings Supervisor 7 days in advance of the period of hire.

18 Equal Opportunities

The Hirer must not discriminate, or permit others acting on his behalf to discriminate, in any of its activities held in the Premises/Facilities.

19 Copyright and other Licences and Permissions

19.1 In the use of the Premises/Facilities, the Hirer is not to infringe any copyright or allow any copyright to be infringed. It is the responsibility of the Hirer to obtain any consent in respect of copyright and to pay all such fees relating to the same. Save in certain circumstances, it is illegal to photocopy music or plays without the express permission in writing of the copyright holder. If the hirer is in any doubt about whether permission is required it is their responsibility to check with the appropriate licensing authorities and obtain any necessary consent/licence.

19.2 Any Hirer who uses recorded music in its activities or performs live music is responsible for checking whether a licence is required and if so, to obtain one.

19.3 The Hirer must obtain a public entertainments licence from the Council for any public music, singing and dancing.

19.4 The Academy reserves the right to request copies of any consents or licences obtained in order to comply with the above provisions.

20 Gambling

Nothing shall be done in the Premises/Facilities or at the Academy by the Hirer in contravention of the law relating to betting, gaming and lotteries, and the Hirer shall ensure that the requirements of the relevant legislation are strictly observed.

21 Intoxicating Liquor

21.1 During the Period of Hire, the Hirer shall ensure that no intoxicating liquors are permitted to be bought, sold or consumed on any part of the Premises/Facilities without the prior express permission in writing of the Lettings Supervisor.

21.2 No application shall be made by or on behalf of the Hirer seeking any licence or permission to sell intoxicating liquor without the prior express permission in writing of the Lettings Supervisor.

22 Smoking

The Hirer is advised that smoking/vaping is not permitted anywhere on the Premises/Facilities, or immediately outside the Academy Premises/Facilities and shall ensure that his patrons comply with this requirement.

23 Hours of Use

The Agreement does not entitle the Hirer to use or enter the Premises/Facilities at any other time than the period of hire unless prior arrangements have been made and agreed with the Academy.

24 Storage

No goods or equipment shall be left at or stored on the Premises/Facilities without the prior agreement in writing of the Academy.

25 Rights of Entry

Throughout the period of hire the right of entry to the Premises/Facilities is reserved to any duly authorised officers or employees of the Academy, their agents or contractors and any emergency service.

26 Expiration of Hire period

26.1 At the expiration of the hire period the Hirer shall ensure that all those attending and present leave the Premises/Facilities. If the Premises/Facilities are not vacated in time, the Academy reserves the right to charge the Hirer for use during the additional time in line with the hire charges.

26.2 The Hirer must ensure that the Premises/Facilities are left in a clean and orderly state, free of litter. All equipment of the Hirer must be removed. If the Hirer fails to do so, the Academy will be entitled to charge the Hirer for the costs of any necessary work required.

27 Injury to Persons and Damage to Property

27.1 The Academy will not be liable for the death or injury of a person attending the Premises/Facilities for the hiring or for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the Hirer in the exercise of the rights granted by the Agreement except where such death or injury is due to the negligence of the Academy.

27.2 The Academy will not under any circumstances accept responsibility or liability in respect of any damage to or loss of any goods articles or property of any kind brought onto or left at the Premises/Facilities either by the Hirer for his own purposes or by any other person.

27.3 The Academy will not be liable for any loss due to any flood, fire, act of God or other cause beyond the reasonable control of the Academy which may cause the Premises/Facilities to be temporarily closed or the hiring to be interrupted or cancelled.

28 Insurance and Indemnity

- 28.1 It is a requirement that all Hirers have up-to-date Public Liability Insurance with at least indemnity of £2,000,000.00 against third party risks including death or injury to any person or loss or damage to any property arising out of the use of the Premises/Facilities by the Hirer.
- 28.2 The Hirer may be required to produce the current insurance certificate prior the hiring.
- 28.3 The Hirer will indemnify the Academy against any damage theft, losses, claims, demands, actions, proceedings, damages, costs or expenses arising as a result of the hire of the Premises/Facilities by the Hirer including the cost of reinstating, repairing or replacing any part of the Premises/Facilities which is damaged, destroyed, stolen or removed as a result of the hire of the Premises/Facilities by the Hirer. The evidence of the Academy as to the cost or expenses incurred shall be accepted by the Hirer as final, on production of reasonable proof.

29 Lost Property

The Academy will not accept responsibility for any items that are left on the Premises/Facilities after a period of hire. The Academy will keep the items for 7 days and then the items will be disposed of.

30 Safeguarding

- 30.1 The Academy is committed to safeguarding and promoting the welfare of children.
- 30.2 The Hirer will ensure that they have appropriate safeguarding and child protection policies in place. The Academy reserves the right to inspect such policies and procedures as it deems fit to ensure they are of an acceptable standard.
- 30.3 The Hirer must immediately inform the Academy of any safeguarding or child protection incidents about which the Hirer becomes aware that takes place during the hire of the Premises/Facilities or as a result of the activities the Hirer carry out on the Premises/Facilities.
- 30.4 The Hirer must comply with any reasonable safeguarding and/or child protection requirements made by the Academy during the period of hire.
- 30.5 Notwithstanding clause 6, failure to comply with these safeguarding terms will lead to immediate termination of the Agreement.

Schedule 1

Part 1. Responsibilities of the School

To provide facilities as agreed. The service includes:

- 1 Providing clean and tidy rooms
- 2 Providing site team staff to assist with issues that may arise relating to the condition and function of the leased rooms.
- 3 Providing car-parking facilities.
- 4 Providing heating, hot water and lighting within the building and lit external access if needed.
- 5 Providing toilet and hand washing facilities.
- 6 Conforming to legislation and the Academy's requirements that relate to Health and Safety and Equal Opportunities policies.
- 7 The Academy does not have and does not provide a public entertainments licence.

Part 2. Responsibilities of the Hirer

- 1 To leave rooms and facilities in the condition in which they were found.
- 2 Furniture in a tidy state, where furniture has been moved, it must be replaced to the original positions.
- 3 Whiteboards clean.
- 4 Equipment turned off (unless requested to leave on).
- 5 Classroom lights turned off and windows shut.
- 6 Not to allow food and drink to be brought into classrooms.
- 7 Not to allow smoking/vaping on the Premises/Facilities.
- 8 To bring own pens, paper, materials etc.
- 9 Ensuring that no damage is done to the fabric of the building, the furniture and any classroom displays, equipment or work.
- 10 Ensure that all rooms are cleaned after use.
- 11 To ensure that all persons are supervised whilst on the Academy Premises/Facilities.
- 12 To only use electrical equipment where this has been PAT (Portable Appliance Testing) by the user and where permission has been obtained in advance. The Hirer is responsible for obtaining adequate insurance to cover the use of any electrical appliances brought into the building which must be shown to the Academy upon request.
- 13 In the event that a booking covers consecutive days, the Hirer is responsible to ensure their own belongings and equipment are not left overnight in the specified area unless they have obtained prior written consent of the Academy.

- 14 Not to use television or radio recordings, broadcasts or interviews without the express permission of the Academy. The Academy reserves the right to charge an additional fee in respect of such activities.
- 15 To ensure that mobile telephones are not used in the corridors, toilets, foyer, library or any other common parts of the Academy.
- 16 To follow the evacuation plan in the event of an emergency, a copy of which is contained within in the Information folder and shown to the hirer.
- 17 To report any damage whether wilful or accidental, to the site team staff so that repairs may be effected to ensure rooms are available for Academy use.
- 18 Not to use the Premises/Facilities for any other purpose than that which the letting was agreed nor sub-let facilities to any other party.
- 19 To be responsible for complying with legal requirements on admission of persons to the Premises/Facilities during the letting and for obtaining any necessary licences and consents not covered by those obtained by the Academy.
- 20 To undertake to indemnify the Academy against all losses, claims, demands, actions, proceedings, damages or costs arising in any way from the letting or by breach of any conditions of letting by the hirer.
- 21 Maintain good liaison with the Academy by informing the site team staff and/or Headteacher as soon as possible when there are changes to facility requirements
- 22 Ensure the Premises/Facilities are secure and that the Lettings Supervisor is informed when the area is vacated and ready to be locked and alarmed.
- 23 To be responsible for any person on site due to the Hirer's booking, including for the avoidance of doubt, spectators, friends or any other persons.
- 24 Ensure that no persons on site due to the Hirer's booking acts in any way that, at the discretion of the Academy is deemed as anti-social or constitutes anti-social behaviour.