



CONTRACT OF HIRE

Contract for the hire of school accommodation and equipment by individuals, firms, charities and companies

This Agreement is made on the date below between Uplands Primary School and Nursery, and the Hirer (named below).

If this Agreement is entered into on behalf of a club, then the contracting parties shall be the school and an officer of the club. The officer of the club will be personally liable to the school for all debts, claims and other losses that shall arise under this Agreement.

1. Hirer Details

Name	
Address	
Post code	
Contact number	
Occupation / position	

2. Purpose of hire

Purpose of hire	
Facility required	
Additional equipment required (e.g. chairs, tables, screen etc.)	



3. Period of hire

Single event	Date			
Block booking	From (date)		To (date)	
Time (min. 1hr)	From (time)		To (time)	

4. Fees

Insurance				
Booking fee*		Indemnity deposit		

*The hourly rate for any booking between 21:00 and 23:30 will be subject to a 50% surcharge.

5. The agreement

5.1 Hiring

In consideration of the booking Fee now paid by the Hirer (receipt of which the School acknowledges) the School agrees that subject to the Conditions of Hire to permit the Hirer to use the Facility and/or Additional Equipment for the Purpose of Hire during the Period of Hire.

5.2 Obligations of the Hirer

The Hirer agrees with the School to observe and perform the Conditions of Hire set out below.

Signature of Hirer	
Occupation / position	
Date of signature	
Authorised signature <i>Where the Hirer is a firm or company</i>	
Name of organisation	

This form is to be returned to the school, with payment, at least 7 days before the date of hire to:
Uplands Primary School and Nursery
Albion Road
Sandhurst
GU47 9BP



Conditions of Hire

1. Payments

- 1.1** Subject to Condition 1.2 below, the full Booking Fee and Indemnity Deposit (if applicable) shall be paid at the time of booking and no later than seven working days prior to the Period of Hire.
- 1.2** If the Period of Hire is for a period of ten weeks or more, the Hirer shall be permitted to pay the Booking Fee in two equal instalments: the first payment to be made in advance at the time of booking and no later than seven days prior to the Period of Hire, with the second payment to be made on the date being the half way point of the relevant Period of Hire.
- 1.3** The Hirer agrees to pay an insurance premium to the School for the Period of Hire as follows:
 - £2.60 or 10.4% of the Booking Fee (whichever is greater) for any Period of Hire which is for less than ten weeks; or
 - 10.4% of the Booking Fee for any Period of Hire for ten weeks or more.
- 1.4** VAT may be chargeable for certain bookings and it is the responsibility of the Hirer to confirm with the School whether VAT is chargeable. If VAT is chargeable, this will be added to the Booking Fee and insurance premium at the rate prevailing on the date the booking is made.

2. Hire on behalf of a company, club or other organisation

- 2.1** If the Hirer is a company, club or other organisation, the Hirer must, no later than seven days before the Period of Hire, notify the School in writing of the name, address and telephone number of an individual who will be personally responsible to the School for the obligations of the Hirer under the Agreement, jointly and severally with the Hirer. The person will be:
 - in the case of a company: a director or company secretary of that company;
 - in the case of a firm: a partner of that firm.

3. Facilities and/or Additional Equipment

- 3.1** The School will provide the use of the Facility and/or Additional Equipment requested by the Hirer, where appropriate and possible.

4. User

- 4.1** The Facility and/or Additional Equipment are not to be used for any purpose other than for the Purpose of Hire.
- 4.2** The Facility is not to be used for any unlawful purpose or in any unlawful way.



- 4.3 Between Monday to Friday during term time, cars may unload and load outside the main entrance between the hours of 6:00pm and 11:30pm only, unless given express permission by the Head Teacher or School Business Manager.
- 4.4 All events and functions held at the Facility must be finished and the Facility vacated by 11:30pm.
- 4.5 The Hirer agrees to comply with all regulations relating to the school premises stipulated by the Local Authority or Sandhurst Town Council.

5. Electrical equipment and furniture

- 5.1 No lighting, heating, power or other electrical fittings or appliances in the Facility are to be altered, moved or in any way interfered with other than for the purpose for which they have been provided.
- 5.2 No additional lighting, heating, power or other electrical fittings or appliances are to be installed or used without the prior consent of the School and/or with proof of up-to-date PAT testing.
- 5.3 The stage lighting equipment must not be operated by any persons other than persons previously approved by the School.
- 5.4 No furniture in the Facility are to be altered or moved from the room in which they are located.

6. Supervision

During the Period of Hire, the Hirer is to be responsible for:

- 6.1 The efficient supervision of the Facility, including (without prejudice to the generality of the above):
 - the effective control of those using the Facility (children or adults);
 - the orderly, quiet and safe admission and departure of persons to and from the Facility;
 - the orderly and safe evacuation of the Facility in case of emergency;
- 6.2 The preservation of good order and decency in the Facility;
- 6.3 Ensuring that all doors giving egress from the Facility are left unfastened and unobstructed and immediately available for exit;
- 6.4 Ensuring that no obstruction is placed or allowed to remain in any corridor giving access to the Facility.



- 6.5 The considerate car parking of all attendees to any event or function to ensure the public highway leading to the school premises are unobstructed and that local residents have access to their driveways at all times.
- 6.6 The considerate parking of all attendees to any event or function to ensure the access points for emergency vehicles and fire exits are all clear.

7. Decorations and advertising

- 7.1 No bolts, nails, tacks, screws, pins or other like objects are to be driven into any part of the Facility, nor is any adhesive substance (such as Sellotape or Blu-Tac) to be attached to it.
- 7.2 No posters, boards, signs, flags or other emblems or advertisements are to be displayed inside or outside any part of the Facility without the previous consent of the School. However, (subject to space being available and at the discretion of the School), the Hirer may display no more than two promotional posters **on notice boards provided**, and that the posters displayed in are of a reasonable size and do not contain any material which in the opinion of the School is obscene, offensive or otherwise inappropriate.
- 7.3 The School reserves the right to remove any permitted posters, boards, signs, flags or other emblems or advertisements which become so dirty or torn as to be untidy or unsightly.

8. Maximum number to be admitted

- 8.1 The maximum number of persons to be admitted to any function is not to exceed the number notified to the Hirer by the School and during the Period of Hire, the Hirer must keep a note of the number of persons admitted and show this on demand to any officer of the School.

9. Statutory requirements

- 9.1 The Hirer must not do or permit any act, matter or thing which would or might constitute a breach of any statutory requirement affecting the Facility or which would or might vitiate, in whole or in part, any insurance effected in respect of the Facility by the School.
- 9.2 The Hirer must comply with all conditions and regulations made in respect of the Facility by the Fire Authority.
- 9.3 The Hirer agrees to obtain all necessary licences for the Purpose of Hire, including licences for the sale of intoxicating liquor, the Performance Rights Society or otherwise.



10. Expiration of Period of Hiring

- 10.1 At the expiration of the Period of Hire, the Hirer is to leave the Facility in a clean and orderly state, free of litter and, in particular (but without prejudice to the generality of the above):
- The Hirer is to remove all equipment brought in by or on behalf of the Hirer;
 - The Hirer is to ensure that all tables supplied by the School are duly cleaned and folded and all chairs duly stacked; and
 - Ensure that any items or contents temporarily removed are replaced to their usual position.

11. Agreement personal to Hirer

- 11.1 The benefit of the Agreement is personal to the Hirer and not assignable or capable of being sub-hired.

12. Damage to or loss of School property

- 12.1 The Hirer shall check the condition of the Facility and Additional Equipment provided by the School, and shall report to the School any damage which may exist.
- 12.2 The Hirer is to take good care of and not cause any damage, loss or theft of the Facility and/or Additional Equipment or to any fittings, equipment or other property in the school. The Hirer is to make good and pay for any such damage loss or theft caused by any act or neglect of the Hirer or anyone for whom the Hirer is responsible or anyone permitted by the Hirer to enter the Facility.

13. Injury to persons and loss of property

- 13.1 The School will not be liable for the death of or injury to any person attending the function, 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, injury or loss is due to the negligence of the School.
- 13.2 The School 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 into or left at the School either by the Hirer for his own purposes or by any other person, or left or deposited with any officer or employee of the School.
- 13.3 The Hirer will indemnify the School against all such liabilities as are mentioned in this Condition.

14. Third party insurance

- 14.1 The Hirer is to have in force (and at the request of the School will produce to the School evidence of such policy) throughout the Period of Hire a policy of insurance effected with



a reputable insurance company, or with underwriters at Lloyds, covering the Hirer against third party risks in the following sums:

- Accidental bodily injury including death to third parties and further in respect of damage to the their property being not less than two million;
- Accidental damage caused by fire to the Facility on hire being not less than one million; and
- Accidental damage caused to the Facility on hire other than fire being not less than £10,000.

15. Further exclusions of liability

- 15.1** The School will not be liable for any loss due to any breakdown of machinery, failure of supply of electricity, leakage of water, fire, government restriction or act of God which may cause the Facility to be temporarily closed or the hiring to be interrupted or cancelled.
- 15.2** The School gives no warranty that the Facility is legally or physically fit for any specific purpose.

16. Right of entry

- 16.1** The School reserves the right for duly authorised members or officers or employees of the School to enter the Facility at any time for any authorised purpose.

17. Cancellation by Hirer

- 17.1** If the Hirer wishes to cancel the hiring, in whole or in part, the Hirer must give to the School notice to that effect.
- 17.2** If such notice is given, no later than 3 days prior to the Period of Hire then the School will refund to the Hirer the Fee, but otherwise the School will be entitled to retain the whole of the Booking Fee.

18. Cancellation by School

- 18.1** The School may cancel the hiring if the Facility is required for any school event or other requirement.
- 18.2** If the hiring is cancelled for any such reason as is mentioned in Condition 14.1 or 18.1, the School will give to the Hirer the maximum practicable notice and refund the Booking Fee but will not otherwise be liable to the Hirer.



19. Breach by the Hirer

- 19.1 If the Hirer fails to observe and perform any of these Conditions of Hire, the School may:
- charge to and recover from the Hirer any expenses incurred by the School in remedying any such failure, including the cost of employing attendants, workmen, cleaners or other persons as may be appropriate; and
 - cancel the instant or any other hiring of the Facility by the Hirer without incurring any liability to the Hirer for the return of any fee or otherwise.

20 Indemnity Deposit

- 20.1 After the Period of Hire and provided that the School is satisfied that the Hirer has complied with the terms of the Agreement, the School shall return the Indemnity Deposit to the Hirer.

21 Booking Fees

- 21.1 The School reserves the right to increase the rates of Booking Fees on the 1st September each year.