



THE COLLETON PRIMARY SCHOOL

CONTRACT FOR THE HIRE OF SCHOOL ACCOMMODATION AND EQUIPMENT BY INDIVIDUALS, COMPANIES & ORGANIZATIONS



**WOKINGHAM
BOROUGH COUNCIL**

CONTRACTS ARE NOT ENTERED INTO WITH A CLUB. IF A HIRING IS REQUIRED ON BEHALF OF A CLUB THE CONTRACTING PARTIES SHALL BE THE SCHOOL AND AN OFFICER OF THE CLUB AND THE HIRER SHALL BE LIABLE TO THE SCHOOL FOR ALL DEBTS THAT SHALL ARISE UNDER THIS AGREEMENT.

IN CONSIDERATION OF.....SCHOOL AGREEING TO LET ME/US

NAME:.....

ADDRESS:.....

POST CODE:.....

TELEPHONE NUMBER:.....

OCCUPATION:.....

THE FOLLOWING ACCOMODATION

(state your requirements/rooms/hall/accommodation/etc.):.....

PLUS (where applicable) any additional equipment

(e.g. School Piano/Radio/T.V./Shower facilities, etc. Please specify):.....

FOR THE PURPOSE OF (State Purpose of Letting):.....

ON (Insert Date(s)):.....

FROM (Insert Times).....to.....

IN ACCORDANCE WITH THE SCHOOLS LETTINGS POLICY, CONDITIONS OF HIRE & SCALE OF CHARGES.

I/WE HEREBY AGREE:

1. to hire and use the said accommodation/equipment in accordance with the schools lettings policy and conditions and charges which I/We confirm that I/We have seen and read.
2. that the School may, at its discretion demand full payment of its charges or part thereof in advance be it before or during the duration of this agreement where upon I/We shall pay the Schools charges on demand.
3. that I/We have read, understood and shall observe and fulfil all the following Conditions:
 - a) I/We agree that all requirements relevant to the letting will be complied with including obtaining any necessary licence (e.g. for the sale of intoxicating liquor) and that all personnel employed by the hirer or involved in the activity concerned will be advised of these conditions.
 - b) Three clear days notice is required in the event of the need to cancel a booking. If due notice is not given I/We will be required to pay the full hire charge.
 - c) VAT may be applicable in certain circumstances and for certain lettings. I/We have enquired at the time of 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 period for the letting.
 - e) I/We accept full responsibility for the damages to or theft of the Schools and Borough Council's property, occurring during the period for which the premises are hired.
 - f) Any cleaning undertaken which, in the opinion of the officers of the school, occurs 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 accepts no responsibility whatsoever and howsoever caused, for the loss of or damage to personal property brought into or left in the premises during or as part of the letting, unless such loss or damage arise as a direct result of the negligence of the Borough Council, its servants or agents.

- h) The School and Wokingham Borough Council shall not be liable to the Hirer for any consequential loss except where such loss directly arises from negligent acts or omissions of the School or Wokingham Borough Council.
- i) If I/We discover a hazard in regard to access to school premises or the equipment to be used, before or during the hire I/We shall take action to make the schools-representative aware of the hazard.
- j) I/We agree that no equipment will be used without the prior approval of the Headteacher of the school or the schools representative, as the case may be, and that the installation of my equipment will be carried out by competent personnel.
- k) I/We accept that I/We should familiarise myself/ourselves with the position of telephones, escape routes, fire alarms and fire fighting equipment. Notices regarding the procedures in relation to action in the event of the fire will also be studied and the information passed on by me/us to the users and any, other person concerned.
- l) I/We shall indemnify the School and Wokingham Borough Council against all claims, costs, demands, expenses, actions or liabilities howsoever caused, arising from the use of the premises including, where appropriate from the use of the swimming pool by myself/ourselves apart from claims and actions arising through the negligence of Wokingham Borough Council, its servants or agents, the school or its governing body.
- m) I/We further agree to effect Third party insurance against any legal liability for loss, damage, demand or proceedings whatsoever, arising under any statute or at common law for damage to property, which shall include the hired premises, or personal injury or death of any person whosoever 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, including death to third parties and further in respect of damage to their property - **not less than £5 million**
 - ii) Accidental damage caused by fire to the premises on hire - **£5 million**
 - iii) Accidental damage caused to the premises on hire other than fire - **£10,000**
(The first £100.00 of any damage is payable by the Hirer except in the case of Fire or Explosion)
- n) In accordance with Paragraph l, I/We agree to pay an additional insurance premium of 10.50% for regular hirers based upon the hire charge in respect of the above insurance conditions, unless I/We can demonstrate that any own insurance cover satisfies the specified conditions. Where the hire does not form part of a regular hire, i.e. on a weekly or month basis then a minimum charge of £2.65 will apply or 10.50%, based upon the hire charge, whichever is the greater. Where this charge is levied, the hirer should note that there is a **£100** excess in respect of paragraph m (i) damage and m(iii) accidental damage. **Political meetings, Professional Entertainment Promotions and Commercial ventures are excluded from this cover.**

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

OR

AUTHORISED SIGNATORY (where hirer is a firm/company or organisation):.....

POSITION:.....

DATE:.....

WITNESSED BY (Signature):.....

NAME OF WITNESS (Block Letters):.....

ADDRESS OF WITNESS:.....

POST CODE:.....

OCCUPATION:.....

The account in respect of payment for the hire of the said accommodation/equipment should be forwarded to:.....

**If the hirer is a firm this Agreement must be signed by a partner of the firm. If the applicant is a limited company this Agreement must be signed by a director or the secretary of the company. This form to be returned to the school at least 7 days before the proposed date of letting.*