



Our Lady of Lourdes Catholic Primary School

Repeat Hire Agreement

July 2021



**Our Lady of Lourdes Catholic Primary School
Hire Agreement**

DIOCESE OF ARUNDEL AND BRIGHTON
(Registered Charity No. 252878)

HIRING AGREEMENT FOR SCHOOL PREMISES AT OUR LADY OF LOURDES CATHOLIC PRIMARY SCHOOL

THIS AGREEMENT SHALL COMMENCE ON DATE:AND, UNLESS OTHERWISE AGREED OR CANCELLED, TERMINATE ON DATE:

PARTIES:

1. The Governors of Our Lady of Lourdes Catholic Primary School, Rottingdean ("the **School Governors**"), acting through the Headteacher and the School Business Manager

2. (Name of responsible person) of

.....
(Name of organisation* and address) ('the Hirer').

The School Governors permit the Hirer to use the part of the premises described in paragraph 3 below on the following terms and conditions.

1. Purpose of Hiring:

2. Period of Hiring – Date(s)

Hours: from to ('the Session').

3. Description of room(s) and facilities within the premises to be hired:

.....
.....("the Premises")

4. Hiring fee: £ (per session for use of hall / classroom)* payable in advance

Deposit received/payable* £ *

The School Governors reserve the right to review the Hiring Fee every 6 months in consultation with the Hirer.

5. For repeat bookings the hirer shall pay a fee of £ _____ for each period of use payable monthly. The first payment being due on the signing of this agreement and thereafter monthly on the last day of each month

6. Period covered by public indemnity insurance:

7. The Hirer agrees to observe and perform the terms and conditions contained or referred to in the school premises Conditions of Hire for the time being in force and as attached to this Agreement and in the Rules governing the use of the premises.

8. The maximum number of people allowed in the building are 340.

9. The school premises will close at 11.00pm, unless otherwise specified in the agreement.

Signed by _____ Please print Name: _____
(Headteacher, for and on behalf of the school governors)

Signed by _____ Please print Name: _____
(School Business Manager, for and on behalf of the school governors)

Signed by _____ Please print name: _____
(the Hirer/For and on behalf of the Hirer*)

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SCHOOL PREMISES CONDITIONS OF HIRE

1. Use of School Premises

- The use of the school premises during the period of hire shall be confined to the use or uses identified in the Hiring Agreement.
- The school premises will, as a general rule, close no later than 11.00pm. A Hirer who wishes an extension to this, will need to have this agreed on the Hiring Agreement.
- If the School is required for urgent official or academic reasons the School reserve the right to cancel the Hire. Should this occur the Hirer will be reimbursed with the Hiring Fee

2. Child Protection

- A Hirer for children groups will attach a copy of their own child protection procedures to this agreement and by signing this agreement will affirm that these procedures will be adhered to at all times.
- In the event of an allegation against a Hirer, at least one governor will discuss the content of the allegation with the HT and the LADO, whose advice will be sought regarding potential suspension of the contract. This will then be taken to the Resources Committee for a decision to be made regarding suspension of the contract.

3. Hire Charges

- Payment must be made in advance.
- Provisional acceptance of a booking will be given on receipt of £100 or 25% deposit whichever is the greater for all bookings and the remainder of the fee is due 7 days in advance of the hire.
- Deposits will be refunded provided conditions of hire are complied with.
- In the event that a member of the School Staff or a Governor is called out through the fault of the hirer, a call-out fee of £75 will be levied.
- Where the governors discern that reducing or waiving fees is appropriate, this will be discussed at each applications' merit.

4. Cancellations

- Cancellation of bookings must be received by the school governors not less than 7 working days in advance of the date of hire.
- In the event of cancellation within 7 working days, the deposit will be forfeited.
- Cancellations received less than 7 working days before the hiring will forfeit the hiring costs in full.
- The school governors reserve the right to cancel this agreement and/or any booking without prior warning or to vary these conditions or the hours of the booking.

5. Preparation and Cleanliness

- The Hirer is responsible for setting up the room.
- The Hirer is required to leave the premises in a clean and tidy condition, having removed all rubbish as directed by the school governors before leaving the premises.
- The Hirer is requested to replace chairs and tables and to close all windows and external doors on completion of the booking.
- Setting up and tidying up at the end must be included in the Session.
- The Hirer is responsible for any waste generated by the activity of the hire and must dispose of it appropriately.

6. Damage and Breakages to School Property

- Breakages must be reported to the school governors within 24 hours of the incident.
- Hirers must indemnify the school governors for any damage, however caused, arising during or in respect of the Session.
- The Hirer shall take all reasonable precautions to ensure and safeguard the safety of persons and school property including property in and upon the buildings and grounds by the provision of adequate supervision and control at all times.

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- Suitable footwear must be worn so as not to damage the School floors. Nothing must be put on the floors that will change the properties of the floor.

7. Noise and Public Order

- Hirers using amplified music are required to keep the volume to an acceptable level to avoid causing nuisance to neighbours or other users of the school premises.
- All amplified sound must cease by 11pm.
- Hirers are requested to keep all unnecessary noise down to a minimum when leaving the premises.
- Particularly bearing in mind that the Premises are part of Church school property for which proper respect is demanded, the Hirer will, without question, comply with the requirements of the school governors for the purpose of ensuring public order and decency. The Hirer shall be responsible for ensuring that in all cases conduct shall be decent, sober and orderly and nothing contrary to sobriety, decency or good manners shall be performed, produced, exhibited or represented therein.

8. Indemnification

- The use of the school premises is entirely at the risk of the Hirer. The Hirers shall indemnify the school governors and Diocese against all claims, demands, actions or proceedings and any loss, damage or injury which may be brought against or suffered by the school governors arising from or in consequence of the non-observance or non-performance of any of these conditions or any act, neglect, default or omission of the Hirer, his agents or servants, and all claims, demands, actions or proceedings in respect of the death or injury howsoever and by whomsoever caused of or to any person which shall occur or arise from any accident or occurrence which shall happen while such person is on or upon any part of the premises or its environs during the period of hire or in respect of any loss or damage suffered or sustained by any person in consequence of any such death or injury.
- The school governors are not responsible for any loss due to any breakdown of machinery, failure of supply of electricity, repair work, leakage of water, Government restriction or act of God, which may cause the hired premises to be temporarily closed or the hiring to be interrupted or cancelled. The Hirer shall indemnify the school governors and Diocese against any claim, which may arise out of the hiring in respect of any such loss, damage or injury.
- The Hirer shall adequately insure with an Insurance Company approved by the school governors against the foregoing and produce evidence thereof on demand.

9. Expiration of Hire

- Should the Hirer or his/her agents, servants or licensees remain on the Premises after the expiration of the period of hiring for any reason whatsoever, he/she will be liable to be charged in accordance with the scale of charges for the subsequent hire session of the facility and for any other charges incurred.

10. Sub-Letting

- The Hiring Agreement is personal to the Hirer and the Hirer shall not assign the benefit or interest he/she may have in the premises or sub-let or share possession any part of the premises.

11. Health and Safety

- Smoking is prohibited anywhere on the school site.
- It is the responsibility of the Hirer to observe all regulations, rules and conditions of licensing that pertain to issues of health and safety.
- The Hirer shall not bring or permit any other person or agent to bring articles of an inflammable or explosive nature which could cause damage or injury onto the Premises (or any article producing an offensive smell, or any oil, electric, gas or other engine).
- No additional cooking facilities may be brought into the building by the Hirer or by any person on their behalf.
- All seats are to be arranged with sufficient gangways to afford proper means of exit and all passages and exits must be kept free from obstruction.

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- Caterers, contractors and persons employed by the hirer to supply refreshments will be required to observe all hygiene regulations and such other reasonable requirements of the Chief Environmental Health Officer.
- Those in attendance during the Session shall not exceed the numbers stated in the Hiring Agreement.
- The Hirer must familiarise him/herself with the procedures in the case of fire and/or evacuation. Notices are displayed throughout the premises.
- The Hirer should be provided with a copy of the schools Emergency Evacuation Plan
- Unless specifically approved by the school governors in writing, dogs or other animals will not be admitted to the Premises, except for guide dogs.
- No wax, or powder shall be placed on the floors.
- The award of live animals as prizes is prohibited.
- Electrical equipment, other than that belonging to the school, must be tested in accordance with current regulations and the Hirer must be able to provide an appropriate Portable Appliance Testing (PAT) certificate, (if requested).

12. Sale of Alcohol

- The sale of alcohol is prohibited. The Hirer may provide his/her own alcohol with the written permission of the school governors.

13. Security of Personal Property

- The school governors will not accept any responsibility for any loss or damage to articles or equipment left upon the premises.
- Property used in connection with any hiring shall not be left upon the premises after the hiring. The school governors shall be entitled to dispose of any property left on the premises, as they see fit.
- The school governors will accept no responsibility for such property, and the Hirer shall be responsible for any costs or expenses incurred in the removal or storage or disposal of such property.

14. Wall Hanging/Decorations etc.

- The Hirer shall not attach to the walls and ceilings anywhere in the premises any decorations of a permanent or semi-permanent nature or attachments without the permission of the school governors.

15. Licensing

• Performing Rights Licensing

The school governors are not authorised to permit the use of copyright material in functions for which the premises are let. The organisers of functions on the premises must arrange directly with the Performing Rights Society and Phonographic Performance Ltd. for all licences required for the use of copyright material and undertake to indemnify the school in respect of any claim made under copyright law.

• Filmshows

No film shall be shown unless the consent of the school governors is first obtained. The Hirer shall comply where applicable, with the requirements of the Cinematograph Act. (The premises are not licensed under the Act).

• Bingo, Gaming Licence Duty

The playing of Bingo, or other forms of permitted gambling must conform to all statutory and other current gaming regulations and requirements. Failure to adhere strictly, immediately terminates the Hiring Agreement with the school governors. Current regulations are available from HM Customs and Excise.

• Public Entertainments Licence

The school governors do not hold a Public Entertainment Licence for the premises. Public entertainment is prohibited.

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16. Right of Entry

- The right of entry to the premises is reserved to the school governors or any agent of the school any time during the hiring. The school governors also reserve the right to refuse admission or to ask any person to leave the premises without stating any reason therefore.

17. Use of School Storage

- The use of school storage must be agreed with the School in writing and may, at the discretion of the School, incur an extra charge.

18. Use of School Car Park

- The use of the car park during School hours is not permitted. Use of the car park outside of School hours (before 8.15am and after 4.15am) is permitted only in designated bays (no double parking). Fire exits may not be blocked under any circumstances.

19. Failure to Comply

- The school governors reserves the right to terminate any hirings immediately in the event of the Hirer failing to observe or perform any of the conditions or regulations herein contained and the school governors may retain the hiring fee and any other charges paid by the Hirer.

20. Modification of Conditions

- The school governors reserve the right to modify or vary any of these conditions or regulations or to impose special conditions where in his opinion the nature of any application so demands.

21. Loss of Use Of The Premises Through Strikes etc.

- The school governors will not be responsible for any loss or damage suffered by the Hirer in the event of the accommodation not being available by reason of accident, war, civil commotion, force majeure, strike, lock out or any other cause beyond the control of the School. The decision of the school governors as to whether or not the accommodation is available within the meaning of this condition shall be final and binding on the Hirer.

22. Publicity And Marketing

- The publicity and marketing of any dance, concert, entertainment shall be the full responsibility of the Hirer.

23. Cancellation Of An Event

- The Hirer is responsible for the running and staging of the event within the terms of this Hiring Agreement. The school governors will be under no liability to any third party resulting from the cancellation or alteration of the event or any other matters that are the responsibility of the Hirer. The Hirer will indemnify the school governors and Diocese against all such liabilities.