

APPENDIX 3:

HIRERS LIABILITY AGREEMENT

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

Contracts are not entered into with a Club. If a hiring is required on behalf of a Club, the Contracting Parties shall be Newbury Academy Trust 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 Newbury Academy Trust agreeing to let me:

Name:

Address:

Postcode: Telephone No:

Occupation: Email:

The following accommodation (state your requirement: Hall/Sports Hall/Gym/Astro etc.):

TRINITY SCHOOL:

FIR TREE SCHOOL:

SPENHAMLAND SCHOOL:

For the purpose of (state purpose of letting):

On (insert date(s)):

From (insert times): To:.....

In accordance with the Trust's Lettings policy, conditions of hire and scale of charges.

I hereby agree:

1. To hire and use the said accommodation/equipment in accordance with the Trust's Lettings' policy and conditions and charges which I confirm that I have read and understood and countersigned.
2. If the hirer is using the facilities for any reason that involves children (or any person under the age of 18) the Hirer must agree to allow Newbury Academy Trust to review their Child Protection Policy or any other appropriate safeguarding and child protection policies and procedures. Failure to do so will result in the cancellation of the hire and any future hirers until the matter is resolved.
3. That I have read, understood and shall observe and fulfil all the following conditions:
 - a. That all requirements relevant to the letting will be complied with including obtaining any necessary licence, and that all personnel employed by the Hirer or involved with the activity concerned will be advised of these conditions. **The sale of intoxicating liquor is prohibited.**
 - b. Regular bookings be invoiced monthly in advance. Payment terms are 14 days.
 - c. One-off bookings be invoiced prior to the event with payment required in advance.
 - d. The hire will only be held as provisional for 14 days from date of hire invoice.
 - e. A cancellation fee of £5 be applied if the cancellation is made 5 days or more prior to the hire date.
 - f. The full rate be applied if the session is cancelled within 5 days or less.
 - g. The credit for a cancelled session if applicable be offset against the next invoice.

- h. The Board of Trustees delegate to the Headteacher to consider offering additional discount to regular bookings for volume of activities booked or if multiple facilities are required.
- i. Where invoices remain unpaid beyond the 14 day payment period the school reserves the right to terminate all hire agreements both current and future.
- j. VAT may be applicable in certain circumstances and for certain lettings. I have enquired at the time of the booking whether VAT is payable.
- k. That a responsible person will be present on the premises at all times during the period of the hire who will hold a valid first aid qualification.
- l. To accept full responsibility for the damages to or theft of the school's and West Berkshire Council's property occurring during the period for which the premises or equipment is hired.
- m. That 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.
- n. The School accepts no responsibility whatsoever and howsoever caused for the loss of personal property brought into or left in the premises or minibus during the letting.
- o. If I discover a hazard in regard to access to school premises or the equipment to be used, I shall take action to make the school representative aware of the hazard.
- p. That no school equipment will be used without the prior approval of the School Headteacher. Under no circumstances will the fabric or structure of any school facility be altered or modified to accommodate any equipment.
- q. To familiar myself with the position of telephones, escape routes, fire alarms and firefighting equipment. Notices regarding the procedures in relation to action in the event of fire will also be studied and passed on by me to the users and any other person concerned.
- r. To indemnify the school against all claims, costs, demands, expenses actions or liabilities howsoever caused, arising from the use of the premises by myself apart from claims and action arising from the negligence of Trinity School, its servants or agent or its governing body.

Signature of Hirer: Authorised Signatory:
 (Where Hirer is an Individual) (Where Hirer is a firm or company)

Position: Date:

Witnessed by: Name of Witness:
 (Signature) (Block capitals)

Address of Witness:

..... Postcode:

Email address:

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

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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 Secretary of the company. This form is to be returned to the School at least 7 days before the proposed date of the letting.