

APPLICATION FOR HIRE

Name of person or organisation wishing to hire school facilities at:

Facilities required: _____

Purpose of use: _____

Anticipated attendance
(Nos. of persons) _____

DATE _____ between _____ am/pm and _____ am/pm

Declaration

I/We have read the School's General Conditions for the use and hire of facilities and agree to be bound by them if this application for hire is accepted by the School's Governing Body.

Hirer's Name _____

Position* _____

Tel Nos. Daytime _____ Evening _____

Hirer's Signature
(must be 18 years+) _____

Date _____

On receipt of completed applications, the School will inform the prospective Hirer of the hire costs involved.

THIS BOOKING WILL NOT BE CONFIRMED UNTIL THIS FORM AND THE INDEMNITY FORM ARE COMPLETED FULLY AND RETURNED TO THE SCHOOL.

Please send completed forms to:

- If signing on behalf of an organisation.

INDEMNITY FORM I have read the School's General Conditions for the use and hire of facilities at:

and in consideration of your allowing us the use of the above named facility and of all necessary accessories on:

DATE _____ between _____ am/pm and _____ am/pm

I/We hereby agree to indemnify you except in the case of accident, loss or damage caused by the negligent act or default of the Governing Body insofar as this cannot be required under the provisions of the Unfair Contract Terms Act 1977, from and against all actions, proceedings, damages, expenses, costs, claims and demands by any person or persons using, visiting or frequenting any part of the said facilities used by me/us during the above stated date/time for and in respect of any loss of property or damage or injury to person or property howsoever arising out of the use of the said facility by me/us.

Hirer's Name _____

Name of Organisation* _____

Position* _____

Hirer's Address

Hirer's Signature
(must be 18 years+) _____

Date _____

Witness' Name _____

Witness' Address

Witness' Signature _____

- If signing on behalf of an organisation.

Definitions

In these regulations:

"Facility": any part of the school site.

"Governing Body": means the Governing Body of the School.

"Hirer": means the person signing the Application Form for the hire of accommodation and/or facilities in the school. Where a promoting organisation is named in the Application for Hire that organisation shall also be considered the Hirer and shall be jointly and severally liable thereon with the person who signs the form.

"School": means the School.

General Conditions

1. The charge for hiring the facility shall be according to the scale of charges set by Governing Body.
2. The Hirer shall indemnify the Council against any claim for or in respect of accident to loss of or damage sustained by any person or property on the School premises during such time as the School premises are in use by the Hirer, except in the case of accident, loss or damage caused by the negligent act or fault of the servant of the Governing Body acting as such or insofar as this cannot be required under the provisions of the Unfair Contract Terms 1977.

Signing the indemnity form is a condition of hire and no access to facilities is permitted until an indemnity form has been signed by the Hirer.

- N.B.** Indemnity means protection or insurance against injury, loss or damage. By signing this form you will be agreeing to compensate the Council for any injury, loss or damage suffered as a result of your actions. You may therefore wish to take out some public liability insurance in connection with the hiring.
3. Any damage done to any property of the School during the time it is used by the Hirer and not arising from the act or default of the servant of the Governing Body or a servant thereof shall be made good at the expense of the Hirer. Such damage must be reported to the School Caretaker before leaving the premises.
 4. The Governing Body reserve the right at all times to refuse or restrict entry to the School or any part of it. It also reserves the right to specify on what days and at what times entry to the School and the use of its facilities and equipment will be available, to declare facilities or equipment unfit for use and to decide opening and closing times of the School and each facility within it. The Governing Body further reserve the right to evict from the School any person refusing to comply with the Regulations, misbehaving themselves or in any way causing danger or annoyance to other persons.

5. The Hirer shall not use the facilities for any purpose other than that specified in this agreement.
6. The Hirer shall not sublet or allow other persons to use the facilities hired.
7. The Hirer acknowledges that the Governing Body through the Caretaker or any other authorised officer to enter upon the School and/or activity area at any time during the period of hiring and cancel the hiring forthwith in the event of the breach of any of the conditions written here or if they are of the opinion that the hiring is likely to be or is of an objectionable or undesirable character and may return any booking fee paid by the Hirer but in that event the Governing Body shall not be liable to pay any compensation to any person in respect of the cancellation.
8. The Hirer is responsible for maintaining acceptable standards of behaviour and noise levels both inside and in the immediate vicinity of the facility being used.
9. The Hirer must not place any advertisement in breach of any Act or other Statutory Regulation of Parliament or these Regulations. All posters and handbills advertising functions in the School must be of good standard and be approved by the School given in writing beforehand before being exhibited or distributed.
10. The Hirer must comply at all times from the time of signing the application form to the end of the period of hire with all statutory and other legal requirements and must not do or suffer any act to be done which may be or is illegal or unlawful.
11. Control of admission to an activity is the Hirer's responsibility throughout the period of hire. The Hirer must ensure adequate supervision to avoid disturbance.
12. The Hirer must ensure the presence of suitable persons to carry out proper supervision for all elements of safety.
13. The Hirer shall not during the period of hiring unless expressly authorised:
 - sell or supply to other persons any goods of any description whatsoever.
 - permit gaming or any unlawful act to take place during the period of hire.
14. The Hirer must not permit smoking or the consumption of alcohol anywhere on the school premises.
15. The Hirer will ensure that the accommodation and equipment used are left in a clean, tidy and orderly condition at the end of the period of use.
16. The Hirer must be satisfied that the facility and associated equipment is in good order prior to the commencement of any activity. Should there be cause for concern, it should be brought to the attention of the School Caretaker or equivalent.

Times

17. The activity for which any part of the School is hired shall commence and end at such times as may have been agreed beforehand. The proposed times of commencement and ending shall be stated in the application form and are to include preparation and clearing time.

Parking of Vehicles

18. Under no circumstances will the Governing Body accept any responsibility for the loss or damage to any vehicle or any article left there which may be brought or left within the precincts of the School. Vehicles may only be left in authorised areas and must not block fire exits, cause obstruction or impinge upon the safety of others.

Broadcasting

19. The Hirer must not transmit or broadcast or permit to be transmitted a broadcast by telegraph, telephone, radio or any other means, any function except with the previous consent of the Governing Body given in writing beforehand.
20. If arrangements are to be made for broadcasting, relaying or televising any function, the consent of the Governing Body must first be obtained, and the School reserves the right to take part in any negotiations, to be a party to the terms and conditions of any agreement reached, and to share in any income and publicity derived.

Copyright

21. The Hirer shall indemnify the Governing Body against all claims, demand actions and proceedings in respect of any infringement of copyright or as a result of any unauthorised performance or by the use of record apparatus or contrivance at the School by themselves or their agents.

Termination

22. Upon any breach of these conditions by the Hirer, the School may terminate the hiring forthwith both as to the hiring on the occasion of the said breach and as to any further hirings by the same Hirer, and if the period of hiring has not expired on the breach, the Hirer shall be liable to pay the School the full amount payable under these conditions.

Bookings

23. Bookings may be provisionally accepted by telephone but only after receipt of the appropriate insurance documentation will the letting be confirmed in writing. Hirers failing to take up such bookings will be required to pay any such cancellation charges as determined by the Governing Body.
24. The Governing Body reserve the right to alter charges, availability of facilities and to cancel bookings without notice.