

## The Littlehampton Academy: Woodard Schools

Lettings of Educational Premises, Equipment and Grounds. Terms of contract comprised in under mentioned conditions and the hire form.

### Application and Fees

1. The signatory of the application shall be the hirer. Where a promoting organisation is named in the application, that organisation shall also be considered the hirer and shall be jointly and severally liable hereunder with the signatory.
2. The fee payable for the hiring shall be calculated in accordance with the scale of charges agreed by the Governing Body. The Governing Body reserves the right to alter or revise the charges at any time.
3. The fee for an occasional hiring shall be paid to the person authorising the hiring within seven days of such a hiring being approved and receipt of such a fee the hiring shall stand confirmed subject to the provision of condition 4 below. In the case of a long term letting the governors may at their discretion permit the periodic payment of hire charges.

### Cancellation

4. The Governing Body reserve the right at any time without notice to cancel a hiring or withdraw permission for the hirer to occupy any part of the hired premises on any particular date. In such event the Governing Body shall not incur any liability whatsoever to the hirer other than for the return of the fee or the appropriate part of any fee paid in respect of the hiring.
5. If the hirer shall cancel the hiring of the premises then the Governing Body shall be entitled to retain or demand as the case may be the whole of the fee paid in respect of such cancelled hiring **PROVIDED THAT if notice of such cancellation is received at least seven days prior to the date or the hiring the fee will be remitted to the hirer subject only to any necessary deduction or payment in respect or expense already incurred by the Council in respect or that hiring.**

### Furniture and Equipment

6. The hirer's use of the hired premises shall be deemed to include tables and chairs only, unless prior consent has been sought and received from the Governing Body for the use of other furniture and equipment. The use of such furniture and equipment shall lead to an additional charge being paid to the Governing Body by the hirer and to such conditions that the Governing Body may require.

### Health, Safety and Condition of Premises

7. The hirer(s) shall during the hiring be responsible for:
  - a) Taking all measures to ensure that permitted numbers of persons using the hired premises is not exceeded.
  - b) The efficient supervision of the hired premises and the orderly use there of including the observance of 'No Smoking' within the buildings or the grounds of the School Campus.
  - c) Ensuring that all doors giving egress from the hired premise are kept unfastened and unobstructed and that no obstruction is placed or allowed to remain in any corridor giving access to the hired premises.
  - d) Ensuring that all proper safety measures are taken for the protection of the users of the premise and equipment including adequate adult supervision where young people are concerned.
  - e) Familiarising themselves with the fire alarm positions, the location of the fire fighting equipment and the establishment exit routes.
  - f) Ascertaining the location of the nearest emergency telephone.
  - g) The provision of a first aid kit.
  - h) Report accidents or dangerous occurrences to the school for entry in the accident book.
8. The hirer shall at the end of the hiring be responsible for:
  - a) Ensuring the hired premises are vacated quickly and quietly at the agreed time.
  - b) Ensuring that the hired premises are left in a safe and secure condition and is clean and in a clean and tidy state.
9.
  - a) No tacks, nails, screws or other like objects shall be driven into any part of the hired premises nor shall any placards, decoration or other articles be fixed.
  - b) No alteration or addition to any electrical installations on the hired premises may be made without the consent of the Governing Body.
  - c) Electrical apparatus must be switched off after use and plugs removed from sockets.
10. The hirer shall not permit or suffer any damage to be done to the hired premises or any furniture or equipment therein and shall make good to the satisfaction of the Governing Body and pay for any damage thereto (including accidental damage) caused by any action or neglect of himself, his agents, or any person on the hired premises by reason of the use thereof by the hirer.
11. It is understood and agreed that the Governing Body does not either expressly or by implication warrant the premises to be fit or suitable for any sporting, or recreational purposes for which the hirer intends to use them but relies entirely on the skill, knowledge and expertise of the hirer in choosing so to use them and requires to hirer to discontinue that use immediately upon it becoming reasonably foreseeable that by reason of their condition a participant in or spectator to that sport or recreation or any other person is in danger of suffering injury, loss or damage.
12. Except insofar as the Unfair Contract Terms Act 1977 (or any statutory modification or re-enactment of it) otherwise requires the Governing Body will not be responsible or liable in any way whatsoever or to any person whatsoever (and whether or not there shall be any negligence by its servants or agents) in respect of:
  - a) Any damage or loss of any property brought on to or left upon the hired premises either by the hirer or by any other person.
  - b) Any loss or injury which may be incurred by or done or happen to the hirer or any other person resorting to the hired premises by the reason of the use thereof by the hirer.
  - c) Any loss to breakdown of machinery, failure of electrical supply, fire, flood or government restriction which may cause the hiring to be interrupted or cancelled.

And the hirer shall be responsible for and shall indemnify the Governing Body, its servants and agents against all claims, demands, actions and costs arising from the hirer's use of the hired premises or from any loss, damage, or injury suffered by any person arising in any manner whatsoever out of the use of the hired premises by the hirer.

### Licences

13. Intoxicating liquor shall not be sold, supplied or brought on to the premises without the express consent of the Governing Body having first been obtained. The hirer shall be responsible for obtaining any necessary Occasional Justices licences for the hired premises and shall produce such a Licence to the Governing Body when called upon to do so.
14.
  - a) The hirer shall be responsible for obtaining all necessary Public entertainment Licence in connection with the proposed use of the hired premise and any licence that may be required under the Theatres Act 1968 (or any other statutory modification or re-enactment of it).
  - b) The hirer shall ensure that everyone will vacate the premises without annoyance to neighbours.
15. No betting, gaming, lottery, or gambling in any form shall take place on the hired premises without prior permission of the Governing Body.
16. No cinematograph exhibition shall take place on the hired premises without the prior permission of the Governing Body. If given such permission shall be subject to any additional conditions the Chief Constable and Chief Fire Officer may impose.
17. The hirer shall indemnify the Governing Body against any infringement of copyright which may occur during the hiring.

### Insurance

18. The Governing Body for the benefit of hirers who use the premises has arranged insurance which indemnifies the hirer in accordance with the Hiring Agreement on the following basis:
  - a) Liability for bodily injury or illness of Third parties and / or loss or damage to their property including imposed on the hirer under the terms of the hiring agreement.
  - b) Liability (including liability imposed under the Hiring Agreement) for loss or damage to the premises and contents thereof. Cover is limited in respect of loss or damage caused other than by fire or explosion and subject to an excess.

Information regarding the limits of cover are available at the time of hire. Such insurance will automatically be effected and at a cost of 10% of the overall letting charge unless the hirer shall provide an acceptable current insurance cover of the same substance at the arranged by the Governing Body.

### General

19. The right of entry to the hired premises at any time during the hours is reserved to the head of the establishment or a person authorised by him / her.
20. The hirer and his agents shall during the hiring and during such other times as they or any of them shall be on the hires premises for the purpose of the hiring comply with all reasonable requirement of the caretaker of the hired premises.
21. The hirer shall not sub let the hired premises or part thereof and in the event of this condition being breached or any threat thereof then the hiring will stand cancelled, the charge forfeited and the hirer and sub-hirer excluded from the hired premises.
22. Either the headteacher or the person who authorised the hiring may give any notices or take any action necessary under this hiring on behalf of the Governing Body.