



## Community Room and Hall hire Agreement

Agreement between Estcots Primary School and ..... (Hirer)

Hirer address.....

..... Telephone.....

Date of hire.....

Reason of hire/use.....

Time of hire - from..... to.....

Keys collected on.....

Keys returned on.....

Hire fees are (which includes an insurance premium – see appendix 1)

£15 per hour

£90 for day hire (7 hours) – additional hours £10 per hour

£70 for evening hire (5 hours) 6pm – 11pm

Do you require the accommodation to be heated? YES/NO

Will there be a public entertainment or public performance of a play? YES/NO

Is it proposed to apply for a 'Temporary Events License' for the function? YES/NO

If YES you will need to contact MSDC on 01444 458166 Licensing Department

Will the use of any special equipment be required? YES/NO

**If YES, please specify**.....

Any other special requirements? YES/NO

**If YES, please specify**.....

Payment of £..... is attached

In the event that the Hirer cancels the hiring, the following fees shall be repayable to the hirer at the discretion of the Governors:

Not less than 28 days notice of cancellation – 75% of fees

Not less than 14 days notice of cancellation – 50% of fees

Less than 7 days notice of cancellation – no refund

I have read and agree with the hiring Terms and conditions – I certify that I am over 18 years of age

Signed.....Date.....

**Please complete this form and return to the school office.** Estcots Primary School,  
Bourg de Peage Avenue, East Grinstead, West Sussex. RH19 3TY 01342 327473

**Please make Cheques payable to: Estcots Primary School**

**BACS: Lloyds Bank - Account 00456700 - - Sort Code 30-00-02**

1. The Hirer shall indemnify the Governors of Estcots Primary School and West Sussex County Council against all claims for damages, compensation and/or costs in respect of:
  - (i) bodily injury or illness to Third Parties, and/or
  - (ii) damage to Third Party property caused by or arising out of or being incidental to the Hirer's use of the premises.
2. The Hirer shall be responsible for loss or damage to the school premises and contents therein the property of the West Sussex County Council.
3. The Governors do NOT hold licenses for (a) public dancing, music or any other public entertainment and (b) public performance plays.
4. The Hirer shall be responsible for ensuring compliance with the provisions of the Licensing Acts for the sale of intoxicating liquor.
5. The Hirer shall be responsible for ensuring that any gaming or lottery, which takes place on the School premises, complies with the relevant legislation.
6. The Hirer shall be responsible for complying with the legislation relating to copyright in relation to the hiring and with the legislation relating to the copyright in relation to the hiring and requirements of the Performing Rights Society Limited and Phonographic Performance Limited concerning the performance respectively of musical work and sound recordings on the premises. The Hirer indemnifies the County Council against any breach of this condition.
7. The kitchen area will be limited to the use of hot water and washing up sinks. The Hirer will be responsible for their own provision of crockery, cutlery and glasses. Cleaning materials will be provided. The kitchen must be left in a clean and tidy condition. On no account should foodstuffs stored in the cupboards be used by the hirer.
8. The Hirer is responsible for good order to be maintained during the hiring and will provide an adequate number of stewards throughout the hiring.
9. No Smoking on the school premises is allowed.
10. The wearing of nailed or stiletto heels is prohibited.
11. The Hirer will be responsible for providing any first aid facilities that deems necessary in accordance with Health and Safety (first aid) Regulations 1981.
12. No function shall extend beyond the hiring period and the hirer shall completely vacate the premises and grounds by that time, unless special arrangements have been agreed on behalf of the Governors.
13. School furniture (other than chairs in the hired accommodation) and equipment shall not be moved except by prior arrangement.
14. Parking by the Hirer is permitted in the school car park.
15. Bouncy castles may only be used with prior consent and must not be larger than 10' x 12'.

16. Any electrical equipment used by the Hirer or must follow safety regulations – be less than 1 year old or have an up to date PAT certificate.

17. Helium balloons are not permitted in the school hall unless they are weighted down. The Governors reserve the right to recover from the hirer any additional expenses incurred as a result of non-compliance with this condition.

18. Smoke machines are prohibited in the school. The Governors reserve the right to recover from the hirer any additional expenses incurred as a result of non-compliance with this condition.

19. Football parties cannot be held in the school hall. Football parties can take place outside on the MUGA.

20. After use, the Hirer must leave the premises in a clean and tidy condition, the Hirer's property removed, appliances switched off and lighting extinguished. **All rubbish must be taken home with the hirer.** The Governors reserve the right to recover from the Hirer any additional expenses incurred as a result of non-compliance with this condition.

21. No nails or screws shall be driven into the walls, floors, ceilings, furniture or fittings and no placards shall be affixed to any part of the premises. No Bluetack or sellotape is to be used on any of the walls of the school.

22. The Governors reserve the right to require the Premises supervisor to be in attendance for the preservation of good order and safety and to recover from the hirer any additional expenses incurred as a result of this condition.

23. Any alteration or addition to the school lighting or electrical heating systems is strictly forbidden, except with the written consent of the Governors.

24. If any equipment is required, it must be clearly stated on the application form. An additional charge will be made for this service and the school must be satisfied that a competent person will supervise the use of the equipment.

25 a). The Hirer will follow fire evacuation procedures and will be responsible for the safety of their guests. The fire assembly point is the school Plaza and all fire exits are clearly marked and should be unlocked upon arrival at the venue.

25 b). The Hirer must have a mobile on site at all times to be able to call the emergency services if required.

26. The Governors reserve the right to cancel any hiring without notice if:-

- (i) The accommodation will, due to circumstances outside their control, be unavailable for the hire period, or
- (ii) the hirer has failed to disclose material information concerning the proposed hiring, or
- (iii) there are reasonable grounds to conclude that the Conditions of hire may be breached to a material extent.

In the event of (i) all hiring fees will be refunded to the hirer but the Governors shall have no further liability to the hirer. In the event of (ii) and (iii) any refund of hiring shall be at the discretion of the Governors.

## Appendix 1

### HIRER'S INSURANCE – INDEMNITY CLAUSE

#### A. INJURY TO PERSONS OR PROPERTY

1. The Hirer shall indemnify West Sussex County Council against all claims for damages, compensation and/or costs in respect of: -
  - (i) bodily injury or illness to Third Parties, including the County Councils servants and agents or Governors and/or
  - (ii) damage or loss to Third Party property caused by, or arising out of, or being incidental to the hirer's use of the premises.
2. The Hirer shall effect adequate insurance to cover this liability with a preferred minimum limit of indemnity of £10 million, although £5 million is acceptable subject to approval from the Litigation, Insurance and Risk Management Section at West Sussex County Council.

The Hirer shall effect adequate insurance to cover this liability: -

#### B. DAMAGE TO PREMISES AND EQUIPMENT

1. The Hirer shall be responsible for the loss of, or damage to the premises and contents therein, which is the property of West Sussex County Council, except when loss or damage to the premises or contents are as a result of the negligence of West Sussex County Council.
2. The Hirer shall effect adequate insurance in respect of such loss or damage.

Hirers who have no Public Liability Insurance, must as a condition of the proposed hiring, take out the Hirer's Insurance arranged by West Sussex County Council, (provided they do not fall within the definition of the exclusions listed below) and the premium must be added to the hiring fee payable.

### HIRERS INSURANCE

In accordance with the terms of hiring it is customary to require persons/organisations to accept responsibility for damage to the premises and its equipment and for Third Party claims involving injury to persons and/or damage to property.

Due to difficulties experienced by non commercial hirers in arranging Public Liability Insurance with a Limit of Indemnity of £10 million, the County Council has arranged the following policy: -

### **WEST SUSSEX COUNTY COUNCIL – ON BEHALF OF NON-COMMERCIAL INDIVIDUALS AND ORGANISATIONS HIRING COUNTY COUNCIL SCHOOLS, COMMUNITY COLLEGES, EDUCATION CENTRES AND OTHER WEST SUSSEX COUNTY COUNCIL PROPERTIES**

#### OPERATIVE CLAUSE

The indemnity will cover individual hirers for their legal liability for injury/illness to third parties and/or loss/damage to their property, and loss or damage to the premises and contents hired, including such liability that may be imposed on the hirer under the terms of the hiring agreement.

#### LIMITATIONS

For loss/damage caused other than by Fire or Explosion, cover is limited to £10,000 per hiring and is subject to an excess of £100.

Damage resulting from Fire or Explosion is limited to £10 million.

## EXCLUSIONS

Political Meetings and Professional Entertainment Promotions.  
Commercial or trade hiring.

## PREMIUMS

The premium is charged at 9% of the basic hire charge, plus Insurance Premium Tax (IPT).  
If a group is affiliated to the school or establishment they can obtain a special rate, details of which can be supplied by contacting the Litigation, Insurance and Risk Management Section at West Sussex County Council.