



Agreement for the Hire of Facilities - Standard Conditions of Hire

1. Definitions and Interpretation

- 1.1 'Hirer' means the hirer whose name is written on the booking form
- 1.2 'Governors' means the Governors of Leighton Park School
- 1.3 'Organisation' means the club or organisation whose name is written on the booking form
- 1.4 'The Premises' means the facilities at Leighton Park School
- 1.5 'The Activity' means the activity written overleaf
- 1.6 The 'Equipment' means the equipment described overleaf
- 1.7 'The Area' means the area or areas specified on the booking form
- 1.8 'The Licence Period' means the date(s) and time(s) for hire set out on the booking form
- 1.9 'Refreshments' means the refreshments (if any) detailed on the booking form (and 'Refreshment Fee' shall be construed accordingly)
- 1.10 'Visitors' means the people visiting the Premises for the purposes of the Activity who are authorised by the Hirer within the terms of this Agreement.
- 1.11 'Insurance' means the public liability insurance details which are given on the booking form
- 1.12 'The Licence Fee' means the fee written on the booking form
- 1.13 'Security Deposit' means the amount (if any) written on the booking form

2. The Hirer and the Organisation

- 2.1 Where there is an Organisation:
 - 2.1.1. The Hirer warrants that he or she has capacity to act as agent for the organisation so as to bind it to the obligations imposed on it by this Agreement
 - 2.1.2 Where any obligation under this agreement is expressed to be the Hirer's, the Organisation shall be liable jointly and severally with the Hirer in respect of such obligation.
 - 2.1.3 The Hirer may not transfer this Agreement to any other person.

3. Licence

Subject to clauses 4 and 5 below, the Governors give the Hirer the right (in common with the Governors and all others authorised by them so far as is not inconsistent with these terms) for the Hirer and Visitors to use the Area for the Activity for the Licence Period.

4. Hirer's Undertakings

The Hirer agrees and undertakes:

- 4.1 to pay the Governors the Licence Fee in advance;
- 4.2 to deposit with the Governors the security Deposit (if any) such sum to be repayable to the Governors within fourteen days after the end of the Licence Period less any amount which is due to the Governors for breach of this agreement (this period may be extended for a reasonable time where it is reasonably necessary for the Governors to ascertain the amount due);
- 4.3 to use or permit to be used the Area only for the purposes of the Activity and to clear the Area and the Premises quickly directly after the end of the Licence Period
- 4.4 to keep the Area clean and tidy and free of rubbish;
- 4.5 not to use the Premises in such a way to cause any noise, damage, disturbance, annoyance, interference, inconvenience or interference to any neighbouring or adjoining property or anyone else lawfully using the Premises. Please note there are residents living on-site close to all facilities available to lettings groups.
- 4.6 **not to consume alcohol on the Premises as Leighton Park is a Quaker School.** However, special permission may be sought from The Head for serving wine or beer on the Premises for special events. The request for permission must be put in writing at least 7 days in advance of the hiring.
- 4.7 **not to smoke on-site and ensure that delegates and other representatives of the organisation do not smoke on-site.**
- 4.8 not to do any matter or thing which would or might constitute a breach of any statutory requirement or other regulation affecting the Premises which would or might vitiate in whole or in part any insurance effected in respect of the Premises from time to time;
- 4.9 **to supervise car parking arrangements so as to avoid obstruction of the highway or school roads or parking on any grassed areas. To park in areas as directed by the Commercial Manager or Caretaker on duty.**

- 4.10 to indemnify the Governors and keep them indemnified against all losses, claims demands actions proceedings damages costs expenses or other liability arising in any way from this agreement any breach of any of the undertakings on the part of the Hirer contained in this Agreement or the exercise or purported exercise of the rights given in clause 3 PROVIDE THAT such indemnity shall not operate so as to remove or reduce the Governors' liability in respect of the death of or injury to any person caused attributable to the Governors' negligence or the negligence of their servants or agents;
- 4.11 to observe such rules and regulations as the Governors may make and of which the Governors have notified the Hirer (the Hirer shall be deemed to have notice of all notices which at the date of this Agreement and at any time during the licence period are prominently displayed anywhere in the Premises), (governing the use or relating in any way to the Premises);

THE HIRER'S PARTICULAR ATTENTION IS DRAWN TO THE RULES CONCERNING SAFETY IN THE EVENT OF FIRE / EMERGENCY. IN THE INTERESTS OF SAFETY THE HIRER SHOULD BE AWARE OF THE LOCATION OF ALL VISITORS AT ALL TIMES DURING AND IMMEDIATELY AFTER THE LICENCE PERIOD, AND SHOULD ENSURE THAT UNAUTHORISED PEOPLE DO NOT ENTER THE PREMISES

- 4.12 not to damage or misuse any equipment or other items in or around the Premises
- 4.13 to ensure that no equipment other than the Designated Equipment is used, and that the Equipment:
- 4.13.1 is used in accordance with any instructions given and in any event sensibly;
- 4.13.2 is not used if it appears to be faulty or unsafe in any way, in which case the fault or problem must be reported to the Caretaker on duty as soon as possible;
- 4.13.3 is only used by people for whom it is suitable and who have had adequate training;
- 4.13.4 is used under adequate supervision;
- 4.13.5 is put away tidily and safely after use;
- 4.14 not to impede in any way the Governors or their workers or agents in the exercise of the Governors' rights of possession and control of the Premises;
- 4.15 to exercise adequate supervision over the Visitors and to ensure that they have notice of and comply with all the preceding terms of this Clause 4.
- 4.16 to take every responsible precaution to prevent persons suffering from an infectious, contagious or transmittable disease or affliction from entering the School Premises.
- 4.17 To ensure that all posters or publicity documents in respect of the hiring to carry the words 'by kind permission of the Headmaster and Governors of the School'

5. General

- 5.1 The rights in Clause 3 above shall cease immediately (without prejudice to the Governors' rights in respect of any breach of the undertakings contained in Clause 4) immediately on written notice served by the Governors (whether to the hirer at its Address, or to a representative of the Hirer or the Organisation in person) at any time following any breach by the Hirer of the undertakings contained in Clause 4.
- 5.2 The benefit of this Agreement is personal to the Hirer and is not assignable and the rights contained within Clause 3 shall only be exercised by the persons specified in that Clause.
- 5.3 The Governors give no warranty that either the area or the Premises are legally or physically fit for any specific purpose. THE HIRER ACKNOWLEDGES THAT IT HAS INSPECTED THE PREMISES AND EQUIPMENT AND IS SATISFIED THAT THEY ARE FIT FOR THE PURPOSES ENVISAGED
- 5.4 The Governors shall not be liable for any damage to any property or for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the Licensees or any person referred to in Clause 3 or in the exercise of the rights granted in Clause 3.

6. Refreshments

The Governors agree to provide refreshments as detailed overleaf for the Refreshment Fee.

7. Force Majure

- 7.1 Where the Area or the Premises are unavailable during all or part of a licence Period, or where Refreshments (if ordered) are not provided, in each case for any reason beyond the reasonable control of the Governors, the Governors shall not be liable for a loss which arises because of the non-availability.
- 7.2 Where the Area or Premises is unavailable within the meaning of clause 7.1 above, the Governors shall repay to the Hirer the Hire Fee attributable to the Licence period (or part of it during which the Area or Premises is unavailable)
- 7.3 Where Refreshments are not provided within the meaning of clause 7.1 above, the Governors shall repay to the Hirer the Refreshment Fee.

8. Cancellation of Booking

8.1 The Hirer may cancel the booking by paying an administration fee according to the following scale:

Within 1 week of booking	90% of Hire Fee
Between 1 and 2 weeks of booking	75% of Hire Fee
Between 2 and 6 weeks of booking	50% of Hire Fee
Between 6 weeks and 3 months of booking	20% of Hire Fee
Between 3 and 6 months of booking	10% of Hire Fee

8.2 Where the Hirer has ordered Refreshments the Hirer shall be liable, on cancellation, to pay a reasonable fee determined by the Governors but which may amount to the whole of the Refreshment Fee

8.3 The Governors shall use their reasonable endeavours to ensure that they avoid double-booking the Premises or Area. If they have to cancel a booking for reasons within their reasonable control (ie in circumstances where Clause 7.1 does not apply) they may offer alternative dates to the Hirer. If the Hirer is unwilling to accept any alternative date (or the Governors do not offer at least one), the Governors shall refund any Licence Fee and Refreshment Fee paid, and in addition to such fee shall compensate the Hirer in addition by making a payment of the proportion of the Hire Fee in accordance with the table in 8.1 above.

8.4 The Hirer agrees that the Governors shall be liable to pay, in the event of cancellation, no more than the compensation referred to in Clause 8.1 above

THE HIRER IS ADVISED TO CONSIDER TAKING OUT SUITABLE INSURANCE IF IT IS NOT WILLING TO HAVE LOSSES RESTRICTED TO THIS SUM

9. Payment

9.1 All sums referred to in this Agreement are not subject to VAT, unless explicitly stated otherwise.

9.2 The Hire Fee and the Refreshment Fee shall be payable in full upon booking. All outstanding sums under the Agreement shall be subject to interest at a rate of 8% per annum which is subject to review on an annual basis.

10. Miscellaneous and Interpretation

10.1 The headings used in this Agreement are used as a reference and do not form part of the Agreement

10.2 This Agreement is governed by English law

10.3 Any list preceded by words such as 'such as' to be viewed as illustrative only, and not limiting or exhaustive

10.4 References to any gender includes all the others (unless the context makes such an interpretation absurd)

10.5 References to the singular include the plural, and vice versa (unless the context makes such an interpretation absurd)

10.6 If a party fails to rely on its strict legal rights under this Agreement, that will not prevent it from relying on those or similar rights in the future

10.7 Any notice required to be given under this Agreement shall be in writing and (unless specifically stated otherwise) sent to the relevant party by first-class prepaid letter post at its given address overleaf or as subsequently notified to the other

10.8 A notice sent by first-class letter post is deemed to have been received on the third business day after it was sent

10.9 'Writing' includes fax and email