**TERMS AND CONDITIONS OF HIRE**

1. The hirer must be over 18 years of age and the Company or person as the named individual responsible for the hirer, shall be the person who signs the application form and terms and conditions.
2. Hirers must have their own insurance, and proof of this must be provided before any booking is confirmed.
3. **Fees and charges**
   1. Charges will be levied and will be agreed between the hirer and the School prior to the letting/hire taking effect.
   2. The hirer will sign this agreement in acceptance of the cost and all other terms and conditions applicable to the hire.
   3. Charges will include the cost of services, for instance, lighting and heating.
   4. Charges will include the cost of staffing (security and caretaking, and where and if necessary, additional cleaning).
   5. Charges will include the cost of wear and tear but exclude damage.
   6. Charges will include the use of school equipment (if applicable) and this will be reflected in the rate of hire.
4. **Invoicing**
   1. The hirer will either be invoiced:
      1. Termly in advance if a regular booking
      2. For a one-off event/booking, in advance, where an agreed deposit will be paid, (normally 25% of the booking) at the time of booking, with the balance to be paid at least 14 days before the event takes place.
      3. Payment terms will be 14 days from the date of invoice
5. **Cancellation of bookings**
   1. Either the hirer or the School may cancel a one-off event/booking by giving notice in writing not less than eight weeks before the date of the booking.
   2. If a booking is cancelled after the notice of cancellation, i.e., eight weeks, the hirer will forfeit the deposit unless the booking is deferred to an alternative date.
   3. If a booking is cancelled within seven working days of the hire, the full cost of the hire will be charged.
   4. We will endeavour to always make our spaces available as booked, but sometimes unexpected events may occur that results in them being unavailable. In these instances, we will make an alternative available when we can, or offer a refund.
   5. In the event of adverse weather or health and safety considerations preventing access, the Trust will offer a credit/refund for the cost of hire for the affected period only.
   6. The Trust will not accept any requests for reimbursement of “lost revenue” due to the unavailability of its spaces.
6. **Health and Safety**
   1. The Hirer will be required to complete an application form and a risk assessment as part of their application for hire.
   2. The School will provide the hirer with all fire and safety precautions, and evacuation instructions. It is the hirer’s responsibility to keep and maintain a register of those attending the event/class/activity. The hirer must ensure that fire exits are not obstructed at any time, and that school security is not compromised.
   3. A member of the Site/caretaking staff will be on site at all times.
   4. No alterations or additions can be made to the fixtures and fittings, or equipment brought onto site without the prior approval of the Site Manager. Electrical equipment brought into school will require a PAT certificate.
   5. Smoking is not permitted on the School or anywhere on its premises or site at any time.
   6. No alcohol must be brought onto the site nor consumed on the School premises.
   7. No animals, other than assistance dogs, will be allowed into the school buildings or premises.
   8. The Schools cannot conform to being a “Nut free” environment, and hirers are responsible for taking due care towards the allergy conditions of their participants.
   9. For one-off events, presentations, concerts etc, the hirer (person in charge) will be expected to present evacuation procedures at the start of the event, i.e. explaining exits and procedures in the event of an emergency. The format will be provided to the hirer.
7. **First Aid**
   1. The Hirer will be responsible for the first aid of those attending the event, class or activity. If in doubt Emergency Services must be called to attend a person in need.
   2. The School will not be responsible for providing a first aider during the period of any hire.
8. **Safeguarding**
   1. The hirer will be responsible for following all safeguarding regulations relating to young and vulnerable persons, including the proper administration of DBS certificates where applicable and necessary. The School reserves the right to verify these requirements and qualifications with the hirer at any point prior to, and during the hire period.
   2. In certain circumstances, the hirer will undergo, at the discretion of the School, a criminal record check, via the Disclosure and Barring Service (DBS). For example, and if a specific letting involves contact with the School’s pupils.
9. **Insurance**
   1. All users must carry sufficient insurance and a copy of public liability insurance certificates will be required prior to the hire taking place.
   2. The hirer must provide a copy of public liability insurance certificates demonstrating adequate insurance cover is in place.
   3. Cars and bicycles may be parked in the School’s car park, but will be parked at the owner’s risk.
10. **Damage and care of the premises**
    1. The hirer is responsible for everyone who is on the School’s premises for the activities organised in conjunction with the hire.
    2. Hirers and their groups should not access areas of the school outside of those which they have booked.
    3. Hirers should inspect the spaces they are using on arrival and report any defects/concerns to the member of Site team on duty.
    4. Any damage caused to the premises will be the hirer’s responsibility and the School will invoice the hirer for any additional costs of damage that occur.
    5. Hire of the sports hall and the all-weather pitches both have strict footwear requirements which must be adhered to at all times.
    6. No notices or placards shall be placed outside or attached to the premises.
11. **Cleaning**
    1. Dependent on the type of hirer, if additional cleaning is required, this will be included in the cost of hire and detailed within the letting agreements.
    2. Where such costs are not expected or agreed, the cleaning and clearing of the area used will be the hirer’s responsibility, i.e., litter, bottles etc must be cleared at the end of a class or event.
12. **Security**
    1. Costs for providing building and site security are included in the hire charge.
13. **Staff on site**
    1. A member of site/caretaking staff will be present or available on standby during the hire period. A contact (mobile number) will be provided to the hirer so that contact can be made with the member of staff if necessary.
    2. Any emergency arising during the period of hire, must be notified to the member of staff on duty, subject to calling emergency services as necessary.

**Signed by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name of hirer**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Company name if applicable**

**Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**