

**FAIRFIELD PRIMARY SCHOOL  
HIRING AGREEMENT FOR SCHOOL PREMISES**

THIS AGREEMENT is made on ....., between Fairfields Primary School of Apollo Avenue, Fairfields, Milton Keynes, Bucks, MK11 4BA and the hirer below.

The School agrees to the HIRER using the premises only as detailed as stated in this agreement.

<p><b>Premises Required</b> See list of available facilities)</p>
<p><b>Dates and Times Required</b></p> <p>Start Date: .....</p> <p>End Date: .....</p> <p>Frequency of use: Start Time: .....Finish Time: .....</p> <p>Except for the following dates when the requested facility is not available (due to school use):</p> <p>.....</p>
<p><b>Cost of Hire</b> .....</p>
<p><b>Purpose of Hire</b> .....</p>
<p><b>Number of persons.</b> the Hirer intends will be using the premises during the period of hire</p>
<p><b>Details of Hirer / Organisation</b></p> <p>Name of individual Hirer / Organisation or authorised representative (person responsible for payment):</p> <p>.....</p> <p>Contact Address:</p> <p>.....</p> <p>.....Postcode: .....</p> <p>Telephone Number:</p> <p>.....</p>
<p>Is the Hirer intending to sell any foods, goods or refreshments at the Premises? <b>YES / NO</b></p> <p>(If yes, please refer to clause 15 of the conditions of Hire)</p>

Is the Hirer intending to sell intoxicating liquor or allow intoxicating liquor to be brought onto or consumed at the Premises?

**YES / NO**

(If yes, please refer to clause 21 of the conditions of Hire)

**Signature of Hirer / Authorised Representative of the Hirer:** .....

**Name in full:** ..... **Date:** .....

Prospective Hirers are required to note the following:

1. The Hiring Agreement will apply to any hire entered into between the School and the Hirer.
2. If the application for hire is accepted by the School, the Hirer will be required to sign the Hire Agreement. Until such time as the signed Hire Agreement is received by the School, together with any deposit or payment required, there is no firm booking with the School for the hire. This means that the School is free to accept alternative bookings for the Premises without obligation to the Hirer, and accepts no responsibility whatsoever for any costs incurred by the Hirer in anticipation of the hiring proceeding. Following receipt of the signed Hire Agreement by the School, cancellation of the hiring shall be governed by the conditions in the Agreement.
3. Facilities at the School are normally available for use of Hirers between the hours of 1630 hours and 2200 hours on weekdays and 0830 and 1730 at the weekend in exceptional cases, and at an additional charge, these normal hours may be extended on application to the School.
4. Hirers are advised to read the Hiring Agreement before submitting an application for hire of the Premises, to satisfy themselves that they can comply with the Conditions in the Hiring Agreement.

### **For Completion by the School**

The Headteacher or the School's other authorised official confirms the booking and acknowledges receipt of the deposit of £NA(if required)

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

### **DOCUMENTATION**

Please enter the required details. If additional persons, please list details on a separate sheet.

Disclosure and Barring Service (DBS)

	Name on Document	
	DBS Number	
	Expiry Date	
Public Liability Insurance		
	Name of Insurer	
	Policy Number	
	Expiry Date	
First Aid		
	Name of First Aider	

If you have been issued with a Youth Registration Certificate from Milton Keynes Council, you will not need to enter the above information but will need to provide a copy of your certificate.

## HIRING AGREEMENT

### 1. Definitions and Interpretation

In these Conditions of Hire:

- a) "Hirer" shall mean the person / organisation making the application for the hire of whole or part of the School Premises;
- b) "Hiring Agreement" means the hiring agreement for the Premises which the Hirer will be required to sign;
- c) "Period of Hire" means the dates and times as specified in the Hiring Agreement;
- d) "Premises" means the areas hired identified in the Hiring Agreement and any additional areas that the Hirer is permitted to use by virtue of clause 3 of Hiring Agreement;
- e) "Governing Body" mean the Governing Body of Fairfields Primary School and includes any person duly authorised by the Governing Body;
- f) "School" means Fairfields Primary School or any person duly authorised by the Governing Body;
- g) "School Representative" means the Headteacher of the School, or any person duly authorised by the Headteacher to act on his behalf with regard to the Hiring Agreement;
- h) Any undertaking by the Hirer not to carry out an act shall be deemed to include an obligation not to permit or suffer such an act done by another person.

## **2. Applications for Hire of the Premises**

- a) No person under the age of 18 years will be accepted as a Hirer;
- b) Applications for hire of the premises must be made to the School Representative;
- c) Applications for hire of the premises shall be treated equally, in line with the school's Equal Opportunities Policy.
- d) The Governing Body shall have the right to refuse any application for use of the Premises. The Governing Body must be assured that the purpose of the premises hire will not result in controversy, disrepute, legal action or disorderly behaviours.

## **3. Facilities**

- a) Use of the Premises only includes use of adjacent hallways, foyers and toilet facilities.
- b) The school will make available such chairs and tables as are referred to in the Hiring Agreement. It is the responsibility of the Hirer to ensure these are arranged to suit their needs and to return the original layout at the end of the period of hire.
- c) Should the school be unable to offer the "Premises" that was booked, a suitable alternative will be offered (the exception is due to the inclement weather, for example, outside facilities are unable to be used due to the weather, no alternative indoor facility will be offered unless an alternative indoor space is available and the hirer pays the difference in the cost of the hire).

## **4. Hire Charges**

- a) Hire Charges for the Premises are as specified in the Hiring Agreement.
- b) Where required by the Governing Body a 10% deposit must be paid and returned to the School Representative with the signed Hiring Agreement.
- c) The Governing Body may, at its discretion request an additional sum to be deposited with the School as security for the Hirer complying with their obligations under the Hiring Agreement. Such sum will be refunded to the Hirer on expiration of the period of hire if all obligations have been complied with.
- d) Payment for the hiring must be paid to the School prior to the hire commencing.

- e) All charges are reviewed by the Governing Body at the commencement of the new financial year.

## **5. Cancellation by the Hirer**

- a) If the Hirer wishes to cancel the hiring in whole or in part, the Hirer must give written notice to that effect to the School Representative.
- b) Charges in accordance with the following scale will be made for any cancellation :-
- Between 2 months and not less than 4 weeks before the Period of Hire (or the affected part if this is for more than one occasion) – deposit retained
  - Less than 4 weeks before the Period of Hire (or the affected part if this is for more than one occasion) – hiring fee to be paid in full.

## **6. Cancellation by the School**

- a) The School may cancel this hiring up to 14 days prior to the Period of Hire (or the affected part of the Period of Hire if this is for more than one occasion) if the Premises are required for use for School activities. In the event of such cancellation, the School will give to the Hirer the maximum practicable notice and refund any deposit paid, but shall not be otherwise liable to the Hirer.
- b) The Governing Body will not accept responsibility for any loss, or other expenses, howsoever incurred by the Hirer, in the event of cancellation by the Governing Body of the letting as a result of circumstances beyond its control (including without prejudice to the generality of the same, industrial action, by its employees or others, fuel shortage, failure of gas/electric supply). The decision of the Governing Body as to whether a letting should be cancelled is binding on the Hirer.
- c) The School may cancel this hiring at any time before or during the Hiring if:
- The Hirer fails to comply with any of the Hiring Agreement
  - Details of any particulars referred to in the Hiring Agreement have not been supplied as required, or if supplied, are not approved by the school.

In the event of such a cancellation no refund of any deposit will be made to the Hirer and the School will not be liable by the Hirer in any respect.

If the school is closed due to poor weather conditions and a Hiring Agreement cannot take place, this will be published on the School's Website

<https://www.fairfieldsprimary.co.uk/>

## **7. Use of the Premises**

During the Period of Hire, the Hirer shall ensure that:

- a) No part of the Premises is used for any purpose other than described in the Hiring Agreement
- b) The Premises fittings, fixtures and furniture at the Premises are not subjected to undue wear and tear.
- c) No part of the Premises is used for any unlawful purpose or in any unlawful way or in any way likely to invalidate any insurance
- d) No animal is brought into the Premises or allowed to enter the Premises without prior consent of the School (except Guide Dogs for the Visually Impaired or Hearing Dogs for the Hearing Impaired)

- e) The Premises or any part of the Premises are not sub-hired
- f) All users of the Premises by virtue of the hiring shall restrict themselves to the Areas Hired and shall not enter other parts of the School (even in the advent of inclement weather)
- g) The Hirer will leave the premises in the same condition as at the beginning of the letting. If additional cleaning is required as a result of the Hirer's use of the premises, the School will invoice the Hirer for the all cleaning costs incurred. The Hirer will be required to pay the invoice within seven days.

## **8. Maximum Capacities**

It is the Hirer's responsibility to ensure that maximum capacities, as stated by the School, for the Premises including (but not limited to) any supervisors, those participating in activities, parents and members of the public.

## **9. Supervision**

- a) During the period of the Hire, the Hirer is to be responsible for the effective supervision of those attending or present at the premises including: -
  - The effective control of children / all persons
  - The orderly and safe admission and departure of persons to and from the Premises
  - The safety of the Premises and the contents of the Premises
  - Supervision of car parking arrangements so as to avoid obstruction of the highway
- b) The Hirer shall use sufficient supervisors/assistants to maintain good order during the Hiring and expel any person acting in a disorderly manner, or disobeying School or Hirer instructions. In default, the School may expel such persons
- c) The Hirer shall ensure that no undesirable person is permitted to enter, remain or otherwise make use of the Premises and that no person shall trespass on parts of any School premises not included in the hiring

## **10. Safety Requirements**

During the Period of Hire, the Hirer shall ensure that: -

- a) They are fully familiar with the School's emergency procedure. The Hirer is expected to take all reasonable steps to ensure that all persons using the Premises by virtue of the Hiring Agreement are also familiar with this procedure
- b) Fire-fighting apparatus at the Premises is kept in its proper place and must only be used for its intended purposes
- c) The Hirer shall ensure that one person in the Hirer's party has access to a mobile telephone so that in the event of an emergency, the school's representative and / or the emergency services may be contacted
- d) The Hirer should report any safety issues, outbreak of fire, however slight, immediately to a member of the lettings team, and if necessary activate the fire alarm system
- e) No obstruction should be placed in gangways or exits, nor in front of emergency exits, and such exits must be available for free access at all times
- f) No performances or use takes place which could involve danger to the public
- g) For safety and fire prevention reasons, no garlands or decorations should be used other than those agreed in advance with the School, which must not be of a combustible nature

- h) No highly flammable substances are brought onto or used in any part of the Premises
- i) No smoke machines are allowed
- j) No additional heating appliances are to be brought into and used on the premises

## **11. Lighting and Electrical Safety**

During the Period of Hire, the Hirer shall ensure that:

- a) No lighting, heating, power or other electrical fittings or appliances in the Premises are altered, moved, or in any way interfered with
- b) No additional lights or extensions brought onto and used on the premises (without prior written permission of the school)

## **12. First Aid**

The Hirer shall ensure that a person with appropriate First Aid skills is present at the Premises during the Period of Hire. The Hirer must ensure that a suitable first aid kit is provided for use by such person during the Period of Hire. In the event of First Aid being administered, a written report will be forwarded to the School. The report must contain the name, address, type of injury, first aid administered and the reason / cause of the injury.

## **13. Alterations, Advertising and Care of Premises**

If the Hirer is going to advertise the event in advance, the Hirer will submit to the School for approval, a draft of any poster or advert relating to the event and comply with all requirements that the school may reasonable impose in relation to content / publication. It is the responsibility of the Hirer to ensure that the law is not broken.

- a) The Hirer is to take good care of and not cause any damage to the Premises fittings / equipment. The Hirer is to make good and pay for any such damage caused by any act or neglect of the Hirer or anyone permitted by the Hirer to enter the Premises
- b) No bolts, nails, tacks, screws, bits, pins or other like objects shall be driven into any part of the Premises by the Hirer nor shall any placards or other articles be fixed to any part of the Premises.
- c) No advertisements of any type are to be displayed inside or outside of the Premises by the Hirer without the prior approval of the School
- d) No alterations shall be made to the Premises by the Hirer, either in construction, arrangement of public accommodation, lighting, heating seating, fixtures, fittings, exits or otherwise without the prior written approval of the School
- e) The Hall floors are used by children for Physical Education and no substance is to be applied to the floors by the Hirer to prepare them for dancing or any other activity. No footwear liable to damage floors may be worn on the premises

## **14. Food, Refreshments and the Sale of Goods**

- a) Food may not be consumed in letting venues without first obtaining the written consent of the Governing Body
- b) The Hirer may not sell or allow to be sold on the Premises any food, refreshments or goods without first obtaining the written consent of the

Governing Body. The Hirer must, if selling food, refreshments or goods on the Premises, comply with all relevant legislation

### **15. Prevention of Nuisance**

- a) The Hirer must ensure that any music played or provided at the Premises, or noise levels from functions or activities taking place on the Premises, do not cause a nuisance either within the School or to surrounding premises or any nearby residential accommodation
- b) The Hirer must ensure that cars belonging to those attending are not parked so as to cause an obstruction at the entrance to, or exits from, the School and must not obstruct or delay access to the School by emergency vehicles
- c) The Hirer must take all reasonable measures to ensure that cars belonging to those attending do not obstruct the public highway access to adjacent private property and also that undue noise is not caused on arrival or departure
- d) The Hirer shall comply with any requirement of the School with regard to parking of vehicles

### **16. Statutory Requirements**

- a) The Hirer must not do or permit any act, matter or thing that would or might constitute a breach of any statutory requirement affecting the Premises
- b) The Hirer shall comply with all conditions and regulations made in respect of the Premises by the Fire Authority, Local Authority in its capacity as the Licensing Authority, or otherwise. Without prejudice to the generality of the above, this includes any conditions or regulations in connection with any event which includes public dancing or music or other similar public entertainment

### **17. Equal Opportunities**

The Hirer must not discriminate, or permit others acting on his behalf to discriminate, in any of its activities held in the Premises.

### **18. Copyright and other Licences and Permissions**

- a) In the use of the Premises the Hirer is not to infringe any copyright or allow any copyright to be infringed. It is the responsibility of the Hirer to obtain any consent in respect of copyright and to pay all such fees relating to the same. Save in certain circumstances, it is illegal to photocopy music or plays without the express permission in writing of the copyright holder. If the hirer is in any doubt about whether permission is required, it is their responsibility to check with the appropriate licencing authorities and obtain any necessary consent/licence
- b) The Hirer must give the School Representative at least 4 weeks' notice of a stage play production and the Hirer must obtain all licences required for the stage play production
- c) Any Hirer who uses recorded music in its activities or performs live music is responsible for checking whether a licence is required and if so, to obtain one
- d) The Hirer must obtain a public entertainments licence from Milton Keynes Council for any public music, singing and dancing
- e) The School reserves the right to request copies of any consents or licences obtained in order to comply with the above provisions

### **19. Gambling**



Nothing shall be done in the Premises or at the School by the Hirer in contravention of the law relating to betting, gambling and lotteries, and the Hirer shall ensure that the requirements of the relevant legislation are strictly observed.

## **20. Intoxicating Liquor**

- a) During the Period of Hire, the Hirer shall ensure that no intoxicating liquors are permitted to be bought, sold or consumed on any part of the Premises without the prior express permission in writing of the Governing Body
- b) No application shall be made by or on behalf of the Hirer seeking any licence or permission to sell intoxicating liquor without the prior express permission in writing of the Governing Body

## **21. Exhibition of Hypnotism**

The Hirer shall ensure that no person shall ensure that no person shall give at the Premises any exhibition, demonstration, or performance of hypnotism, mesmerism or any similar act.

## **22. Smoking**

The Hirer is advised that smoking is not permitted anywhere in school buildings or immediately outside the school buildings and shall ensure that his patrons comply with this requirement.

## **23. Hours of Use**

The hiring does not entitle the Hirer to use or enter the Premises at any other time than the Period of Hire unless prior arrangement have been made and agreed with the School.

## **24. Storage**

No goods or equipment shall be left at or stored on the Premises without the prior agreement in writing of the School.

## **25. Rights of Entry**

Throughout the Period of Hire, the right of entry to the Premises is reserved to any duly authorised officers or employees of the School, their agents or contractors and any emergency service.

## **26. Expiration of Period of Hire**

- a) At the expiration of the Period of Hire, the Hirer shall ensure that those attending and present leave the Premises
- b) The Hirer must ensure that the Premises are left in a clean and orderly state, free of litter. All equipment of the Hirer must be removed. If the Hirer fails to do so, the School will be entitled to charge the Hirer for the costs of any necessary work required

## **27. Injury to Persons and Damage to Property**

- a) The Governing Body will not be liable for the death or injury of a person attending the Premises for the hiring or for any losses / claims / demands / actions / proceedings / damages / costs or expenses or other liability incurred by the Hirer in the exercise of the rights granted by this agreement except where such death or injury is due to the negligence of the Governing Body
- b) The Governing Body will not under any circumstances accept responsibility or liability in respect of any damage to or loss of any goods, articles or property of any kind brought onto or left at the Premises either by the Hirer for his own purposes or by any other person
- c) The Governing Body will not be liable for any loss due to any flood, fire, act of God or other cause beyond the reasonable control of the Governing Body which may cause the Premises to be temporarily closed or the hiring to be interrupted or cancelled.

## **28. Insurance and Indemnity**

- a) It is a requirement that all Hirers have up-to-date Public Liability Insurance with at least indemnity of £5,000,000.00 against third party risks including death or injury to any person or loss or damage to any property arising out of the use of the Premises by the Hirer
- b) The Hirer will be required to produce the current insurance certificate prior to the hiring
- c) The Hirer will indemnify the Governing Body against any damage / theft / losses / claims / demands / actions / proceedings / damages / costs or expenses arising as a result of the hire of the Premises by the Hirer including the cost of reinstating, repairing or replacing any part of the Premises which is damaged, destroyed, stolen or removed as a result of the hire of the Premises by the hirer. The evidence of the Governing Body as to the cost or expenses incurred shall be accepted by the Hirer as final, on production of reasonable proof
- d) Where hirers do not have their own insurance the school will take out Third Party Hire Insurance via Milton Keynes Council. The premium of 10% will be collected by the School as part of the cost of hire. The Hiring Agreement will confirm the arrangement made.

## **29. Lost Property**

- a) The School will not accept responsibility for any items that are left on the Premises after a period of hire. The School will keep the items for seven days and then the items will be disposed of

## **30. Safeguarding**

The School is committed to safeguarding and promoting the welfare of children.

- a) The Hirer will ensure that all persons instructing or participating in events where young people under the age of 18 are present have a current Enhanced Disclosure and Barring Service Clearance. The school may postpone or cancel a

booking, without prejudice and at no cost to the school, if an adult in charge of the booking does not produce the appropriate documentation.

Signed by: ..... Nicolette Green, Governor

Date .....

Signed by: ..... Matthew Shotton, Headteacher

Date .....

## EMERGENCY PROCEDURES

- A copy of these procedures should be held by the responsible person on site during the hire period
- It is the responsibility of the Hirer to ensure that all of their representatives are fully aware of the contents of this document
- The instructions are to be used Monday to Friday 15.30 – 22.00 and Saturdays and Sundays only
- Emergency duties for the school staff are available to view in the .....

If you become aware of a fire, your first responsibility is to raise the alarm by operating a fire alarm call point. This will automatically place an emergency call to the Fire Brigade.

You must ensure that the alarm signal can be heard. Where possible and if it is safe to do so, inform a member of the lettings team of the location of the fire so that second call can go to the Fire Brigade.

**Do not attempt to extinguish the fire**

The Hirer or their representative should issue instructions to their persons present or attending to evacuate the building by the nearest exit in a quiet orderly fashion. As you exit the building by the nearest exit you must ensure that all fire doors are closed behind you and **if the room has a gas or electrical stop please ensure that it is activated.**

The lifts are deemed out of action in the event of a fire and must **NOT** be used.

The Fire Assembly Point A in the car park.

Please ensure that all registers of attendance are taken to the Fire Assembly Point. A full register must be taken to account for all persons. If any persons are missing please make the fire brigade aware.

**DO NOT RE-ENTER THE PREMISES UNTIL THE FIRE BRIGADE OR THE SCHOOL STAFF INSTRUCT YOU TO DO SO. EVEN IF THE ALARM IS NO LONGER SOUNDING**

**Kate Carter**  
**Business Manager**

**HIRE CHARGES AND MAXIMUM CAPACITY FROM SEPTEMBER 2017 – AUGUST 2018**

The school does not accept last minute bookings in order to adhere to our Child Protection Policy. Bookings with children attending must be supervised by qualified and DBS checked staff. A copy of the School's Hiring Agreement is available on request.

Please contact Mrs Carter on 01908 410030 for details of availability.

	<i>Monday to Friday 5pm to 10pm. **Community Space from 6pm</i>	<i>Saturday 8am to 8pm</i>	<i>Sunday 10am to 5pm</i>
<i>School Hall</i>			

Community	10.00	12.00	14.00
Youth	9.00	11.00	13.00
Commercial Community	15.00	17.00	19.00
Commercial	20.00	20.00	22.00
<i>Community Room and Share Space</i>			
Community	8.00	9.00	10.00
Youth	7.00	8.00	9.00
Commercial Community	9.00	10.00	11.00
Commercial	10.00	11.00	12.00
Let in weekends			£5.00
Let out weekdays and weekends			£5.00
Community	"Not for Profit"/Charity, Childrens Clubs and Meetings.		
Youth	Children's Parties, "Not for Profit/ Charity, Childrens Clubs and Meetings.		
Commercial Community	Classes and Workshops available to whole community.		
Commercial	Commercial Meetings & Profit making events.		

Charge Per Hour	Monday to Friday 5pm to 10pm. **Community Space from 6pm	Saturday 8am to 8pm	Sunday 10am to 5pm
	<i>Outside Space Playground</i>		
Community	7.00	10.00	10.00
Youth	8.00	11.00	11.00
Commercial Community	10.00	15.00	15.00
Commercial	15.00	20.00	20.00
<i>Outside Space Field</i>			

<b>Community</b>	20.00	25.00	25.00
<b>Youth</b>	25.00	30.00	30.00
<b>Commercial Community</b>	40.00	50.00	50.00
<b>Commercial</b>	50.00	60.00	60.00

All prices are for hour or part thereof. Prices are inclusive of VAT, where VAT is applicable. Discounts on the above prices are agreed as follows:

- For a series of 10 or more bookings 10%
- For a series of 25 or more bookings 15%
- For a series of term time bookings 20%
- For a series of 52 or more bookings 25%

Please note that bookings are not confirmed until a signed hire agreement is returned.

Pro-forma only – this part of the agreement is hirer specific

## **Annex 1**

### **SERVICE SPECIFICATION**

#### **RESPONSIBILITIES OF THE SCHOOL**

To provide facilities as agreed. The service includes:

- Providing clean and tidy rooms
- Providing use of a telephone for emergency calls only
- Providing appropriate furnishings and necessary equipment agreed
- Providing site team staff to assist with issues that may arise relating to the condition and function of the leased rooms
- Providing car-parking facilities
- Providing heating, hot water and lighting within the building and lit external access if needed
- Providing toilet and hand washing facilities




**SPECIAL CONDITIONS**

The hirer is responsible for the security of the leased area and to arrange that the Site Team Staff are informed when the area is vacated and ready to be locked and alarmed.

The hirer must be covered by a Public Liability insurance that extends an indemnity in respect of damage to the premises for a minimum of £5,000,00.

Date: September 2018

Review Date: September 2019