



Wildmoor Heath School

**Contract for the hire of school accommodation and equipment by individuals,
organisations and companies**

In consideration of Wildmoor Heath School agreeing to let me:

Name: _____

Address: _____

Telephone Number: _____ Position: _____

E-mail: _____

The following accommodation—classroom (number of) _____ / hall / field / cloakroom/ kitchen

Other please state _____

Plus (where applicable) any additional equipment (e.g. piano) _____

For the purpose: (please enter purpose of Letting) _____

On (please enter date(s)) _____

From: (please enter time: _____ to _____) in accordance with the schools
Lettings Policy, Conditions of Hire and Scale of Charges.

I hereby agree:

1. To hire and use the said accommodation/equipment in accordance with the schools lettings policy and conditions and charges which I confirm that I have seen and read.
2. That the school may, at its discretion demand full payment of its charges or part thereof in advance; be it before or during the duration agreement of this agreement, whereupon I shall pay the school's charges on demand.
3. That I have read and understood and shall observe and fulfill the following Conditions:
 - a) I agree that all requirements relevant to the letting will be complied with, including obtaining all necessary licenses (e.g. for the sale of intoxicating liquor) and that all personnel employed by the hirer or involved in the activity concerned will be advised of these conditions.
 - b) For one-off or short term hires (less than 12 weeks), a notice period of three business days is required to cancel a booking. For bookings for periods equal to or greater than 12 weeks, there is a 6 week notice period. If due notice is given in writing there will be no cancellation fee. However, a fee of 50% of the value of the booking will be due if notice is not given.
 - c) VAT will be applicable in certain circumstances and for certain lettings. I have enquired at the time of booking whether VAT is payable.

- d) I will ensure that a responsible person will be present on the premises at all times during the period of the letting.
- e) I accept full responsibility for the damages to or theft of, property of the school or Borough Council, occurring during the period for which the premises are hired.
- f) I understand my responsibilities for safeguarding under Section 11 of the Children Act, 2004 and have supplied the school a copy of my Safeguarding Children Policy (if appropriate).
- g) Any cleaning undertaken which, in the opinion of the officers of the school, occurs as a result of the hiring and outside the scope of the agreed hire charge, will be charged to me at the appropriate rate.
- h) The school and Bracknell Forest accept no responsibility whatsoever and howsoever caused, for the loss of personal property brought into or left in the premises during the letting.
- i) If I discover a hazard in regard to the access to the school premises or the equipment to be used, I shall take action to make the school's representative aware of the hazard.
- i) I agree that no equipment will be used without the prior approval of the Headteacher of the school or the school's representative, as the case may be, and that the installation of my equipment will be carried out by competent personnel.
- j) I accept that I should familiarise myself with the position of the telephones, escape routes, fire alarms and fire fighting equipment. Notices regarding the procedures in relation to action in the event of a fire will also be studied and information passed on by me to the users and any other person concerned.
- k) I shall indemnify the school and Bracknell Forest Council against all claims, costs, demands, expenses, actions or liabilities howsoever caused, arising from the use of the premises including, where appropriate, from the use of the swimming pool by myself, apart from claims and actions arising through the negligence of Bracknell Forest Borough Council, its servants or agents, the school or its governing body.
- l) I further agree to effect Third Party insurance against any legal liability for loss, damage or proceedings whatsoever, arising under any statute or at common law, for damage to property, which shall include the hired premises, or personal injury or death of any person whosoever, caused during or by circumstances arising from, related to, or connected with, the hire of the premises on the following basis:
 - i) Accidental bodily injury including death to third parties and further in respect of damage to their property – not less than £2 million.
 - ii) Accidental damage caused by fire to the premises on hire - £1 million.
 - iii) Accidental damage caused to the premises on hire other than fire - £10,000
- m) In accordance with paragraph l, I agree to pay an additional insurance premium of 10.4% for regular hirers based upon the hire charge of the above insurance conditions, unless I can demonstrate that my own insurance cover satisfies the specified conditions. Where the hire does not form part of a regular hire i.e. on a weekly or monthly basis, then a minimum charge of £2.60 will apply or 10.4%, based upon the hire charge, whichever is the greater. Where this charge is levied the hirer should note that there is a £50.00 excess in respect of paragraph l (iii) hereof.

Signature of Hirer: _____
 (where hirer is an individual)

OR

Authorised Signatory: _____
 (where hirer is a firm or company)

Position: _____ Date: _____

Witnessed by: _____ Name of Witness _____
 (please print)

Address of witness: _____

_____ Postcode: _____ Occupation: _____

The account in respect of payment for the hire of the said accommodation / equipment should be forwarded to:
 Wildmoor Heath School Lower Broadmoor Road Crowthorne Berkshire RG45 7HD

If the hirer is a firm, this agreement must be signed by a partner of the firm. If the applicant is a limited company this Agreement must be signed by a director or the secretary of the company. This form is to be returned to the school at least 7 days before the proposed date of the letting.