

## Hire Agreement

<b>Name and Address of School:</b>	[insert name] C of E Primary School [insert address]			
<b>Name of Hirer:</b>	[insert name] [insert address]		Tel (day) [insert number]  Tel (eve) [insert number]  Tel (mob) [insert number]	
<b>Type of use:</b>	[insert details] (e.g. Sports Club, Extra Curricular Activity, Youth Group)		Age Range:  [insert details]	
<b>Hire Period:</b>	Days and Dates of Hire:  [insert dates]		Number of Days / Occasions:  [insert number]	
<b>Accommodation Required</b> [insert / amend / add to as appropriate]		<b>Times</b>		<b>Charges (fee)</b>
		From	To	
School Hall		[insert details]		[insert details]
Classrooms				
Kitchen / Breakfast Room				
Staff Room				
Outdoor Spaces				
Trim Trail				
Library				
All Weather areas				
School front office				
Toilets (Inc staff / pupil)				
<b>Total Hire Charge:</b>				£

## Safeguarding / Child Protection Declaration

Peterborough Diocese Education Trust's approach to safeguarding children is set out in the Trust's: Safeguarding / Child Protection Policy and Allegations / Concerns Policy in relation to adults (Trust Policies), copies of which have been supplied to the Hirer.

[insert hirer name]:

- Accepts the responsibilities to safeguard and promote the welfare of all the children or young people for whom [insert hirer name] provides a service
- Confirms that they have the necessary and appropriate safeguarding arrangements in place in accordance with the DfE's Safeguarding guidance for providers - '[After-school clubs, community activities, and tuition](#)' and follow this guidance. A copy of the completed checklist on pages 10 – 12 of the guidance has been provided to the Trust prior to entering into the agreement
- Accepts the requirement to follow the guidance and procedures in the Trust Policies and at clause 5 of the Hire of Premises Terms and Conditions below, and
- [Agrees to provide a copy of our child protection policy.]

<b>Signed (on behalf of the Hirer):</b>	
<b>Date:</b>	

## Hire of Premises Terms & Conditions

### 1. Terms

**‘Trust’** means Peterborough Diocese Education Trust, a company incorporated and registered in England and Wales with company number 08509710.

**‘Hirer’** refers to the group/person identified as Name of Hirer in the Hire Agreement.

**‘Hire Period’** refers only to those days, dates and times outlined in the Hire Agreement.

**‘Premises’** refers to the Accommodation Required at the school, as set out in the Hire Agreement.

### 2. Annual Renewal

2.1 All Hire Agreements are valid for one calendar year.

### 3. Fees

3.1 The Hirer agrees to pay to the Trust the fee stated in the Hire Agreement.

3.2 The fee may be varied by the Trust at any time. The Trust will give 28 days’ notice in writing of a variation to the fee. If the Hirer does not wish to accept the fee variation, then it may give 28 days’ notice in writing (before the Trust notice runs out) to end the Hire Agreement and in the intervening period the then current fee will continue to apply.

3.3 The Hirer shall be liable for and must make arrangements for the payment of, any tax or royalties chargeable in respect of the purposes for which the Premises hired is used by the Hirer.

### 4. Use

4.1 The Hirer shall not use the Premises for any purpose other than as specified in the Hire Agreement.

4.2 The number of persons using the Premises hired shall not exceed the number agreed between the Trust and the Hirer prior to the commencement of the hiring.

4.3 The Hirer shall not cause or permit any animals to be brought into or onto the Premises except with the specific prior consent in writing of the Trust and subject to such conditions as may be required.

4.4 It will be the responsibility of the Hirer to check whether the Trust’s copyright and other licences are sufficient to cover the proposed activity and to apply for and obtain any additional licences which may be necessary.

### 5. Safeguarding and Child Protection

5.1 The Hirer specifically undertakes to ensure that all of its staff and volunteers providing or offering a service on behalf of the Hirer are subject to a valid enhanced disclosure check undertaken

through the Disclosure and Barring Service including a check against the adults' barred list or the children's barred list, as appropriate, and have received appropriate safeguarding training.

- 5.2 If the School receives a concern / allegation in relation to an incident that happened whilst the Hirer was using the Premises, the School will follow their Allegations / Concerns Policy in relation to adults, including informing the local authority Designated Officer (LADO).
- 5.3 The School will inform the Hirer in the unlikely event that there are contractors on the School site who have not been subject to an appropriate DBS check. In such circumstances the Hirer must take appropriate steps to safeguard children in their care.
- 5.4 The Trust specifically reserves the right to terminate this agreement with immediate effect if the Hirer does not have in force the appropriate arrangements with regards to the safeguarding of children in their care. The Hire Agreement includes a Safeguarding Declaration.
- 5.5 Hirers must have and must provide evidence of first aid training, public liability insurance and any other insurance that the Trust reasonably considers necessary.

## 6. Health and Safety Conditions

6.1 For the duration of the period of hire the Hirer must ensure the following:

- 6.1.6 Normal emergency procedures are followed.
- 6.1.2 A first aid kit is provided.
- 6.1.3 No equipment on the Premises is used without prior written consent from the Trust.
- 6.1.4 Familiarity with emergency equipment, such as fire extinguishers, alarms, mobile telephone and first aid facilities.
- 6.1.5 An emergency evacuation procedure is established. This will detail who will be responsible for taking control, calling emergency services and where to assemble. Consideration must be given to the needs of disabled participants. Evacuation practice must be undertaken on a [half-termly basis].
- 6.1.6 Facilities and equipment (if made available) are used in a responsible manner, an orderly way and for the purposes for which they are hired and do not compromise the safety of the Hirer and/or their clients, the Trust or the equipment.
- 6.1.7 Alcohol is not consumed or sold on the Premises.
- 6.1.8 Smoking and / or vaping is not permitted on or on any part of the Premises or school site.
- 6.1.9 Emergency exits, fire extinguishers, alarm points are not obstructed.
- 6.1.10 Adequate walkways are available to allow free and easy access and egress.
- 6.1.11 No gas cylinders or canisters are used inside the Premises.

- 6.1.12 Combustible materials are not placed adjacent to heat sources.
- 6.1.13 Equipment is used for the purpose for which it was designed.
- 6.1.14 Electrical equipment is PAT tested and complies with the British standards then applicable.
- 6.1.15 Flammable or hazardous substances are not used.
- 6.1.16 No open fires, candles or unauthorised electrical equipment will be used on the Premises.
- 6.1.17 Noise levels are contained to a reasonable level at all times.
- 6.1.18 Compliance with any government regulations or further requirements the Trust considers necessary for the Trust to comply with its health and safety and safeguarding obligations (including in relation to Covid 19, if appropriate).
- 6.1.19 [A risk assessment (identifying risk and control measures / mitigation) is in place, which has been approved by the Trust's Health and Safety providers, in relation to Covid 19.]
- 6.1.20 [A cleaning schedule has been produced by the Hirer to the Trust and cleaning of the Premises is undertaken in accordance with the schedule, a copy of which is attached.]
- 6.2 Furniture, instruments or equipment belonging to the Hirer may be left or stored on the Premises if this has been agreed with the Trust in advance and can be stored safely.
- 6.3 The Premises must be vacated on time at the end of each Hire Period and a [deep] [thorough] clean undertaken with the Premises being left in a clean and tidy condition.

## 7. Insurance, Liability and Indemnity

- 7.1 The Trust strongly recommends the Hirer takes out its own insurance to cover any activities which are physically demanding or at a higher risk of possible injury. Copies of such insurance documents **must** be provided to the Trust.
- 7.2 The Hirer agrees and undertakes to indemnify the Trust and keep the Trust indemnified against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability in any way arising from this Hire Agreement.
- 7.3 The Trust gives no warranty that the Premises possesses the necessary consents for the use specified in the Hire Agreement.
- 7.4 The Trust gives no warranty that the Premises are physically fit for the use specified in the Hire Agreement.
- 7.5 The Trust is not liable for:
  - 7.5.1 The death of, or injury to the Hirer, its employees, customers or invitees to the Premises.
  - 7.5.2 Damage to any property of the Hirer or that of the Hirer's employees, customers or other invitees to the Premises.

7.5.3 Any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the Hirer or the Hirer's employees, customers or other invitees to the Premises.

7.6 Nothing in this clause shall limit or exclude the Trust's liability for:

7.6.1 Death or personal injury or damage to the Premises caused by negligence on the part of the Trust or its employees or agents.

7.6.2 Any matter in respect of which it would be unlawful for the Trust to exclude or restrict liability.

## **8. Damage to Property**

8.1 The Hirer undertakes either to make good or to reimburse the Trust for the cost of making good (as the Trust directs) any damage to the Premises caused by the Hirer, their staff, visitors or clients and the Hirer indemnifies the Trust for all damage and loss suffered as a result of the hiring.

8.2 If the Premises hired are left in a state which requires additional cleaning above that normally allowed, the Hirer may be subject to an additional charge.

## **9. Security**

9.1 The Trust agrees to make arrangements for the Premises to be opened and locked after each Hire Period and the Hirer agrees to notify the Trust or their authorised representative where any session is to start late or end early.

9.2 The Hirer will ensure the security of the School building/site by being present for the times stated in the Hire Agreement. In the event of the Hirer having to leave earlier than the agreed time (as stated in the 'Times' column of the Hire Agreement, every measure must be taken to secure the School building / site.

## **10. Temporary Unavailability of Premises by the Trust**

10.1 The Trust may give verbal notice to the Hirer that the Premises are temporarily unavailable in the following instances:

10.1.1 Where the Premises are closed for any reason.

10.1.2 Where the Premises are in the Trust's opinion unsafe to be used by the Hirer.

10.1.3 Where there are emergency circumstances which require the use by the Trust of the Premises.

## **11. Access and Car Parking**

11.1 The staff car park may be used by the Hirer if the Hire Period is outside of usual school business hours.

## 12. Nuisance

- 12.1 The Hirer must not (and must ensure that any person entering the Premises during the Hire Period does not) cause any nuisance or disturbance to the Trust or neighbours.

## 13. Additions and Alterations

- 13.1 The Hirer will not make any alterations or additions to the Premises.
- 13.2 The Hirer will not treat or apply any substance whatsoever to the floor or any part of the floor of the Premises.

## 14. Assignment and Sub-hiring

- 14.5 This Hire Agreement is personal to the Hirer and the Hirer must not assign or sub-hire the whole or any part of the Premises or allow any third party to occupy them.

## 15. Change of Contact Person

- 15.5 The Hirer agrees to notify the Trust in advance if the contact person is to change and to provide the name of the new contact person. If the transfer of contact person does not correspond with a renewal of Hire Agreement, the new contact person will be required to countersign the current Hire Agreement to demonstrate they agree to these Terms and Conditions.

## 16. Termination

- 16.5 The Trust may end this Hire Agreement by giving the Hirer one month's written notice to expire at any time or by immediate notice if the Hirer breaches any term of the Hire Agreement.
- 16.6 The Hirer may end this Hire Agreement at any time by giving one month's written notice to the Trust.
- 16.7 Termination of this Hire Agreement shall not affect the rights of either party in connection with any breach of any obligation under this Hire Agreement which existed at or before the date of termination.

## 17. Notices

- 17.1 Any notice given under this Hire Agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or other next working day delivery service to the relevant party as follows:

- 17.1.1 **To the Trust** at: **[insert details]** and marked for the attention of the Headteacher.

**To the Hirer** at:

**[insert details]** and marked for the attention of **[insert details]**

- 17.1.2 Or as otherwise specified by the relevant party by notice in writing to each other party.

## 18. Other

- 18.1 The Trust may vary the Terms and Conditions of this Hire Agreement by giving the Hirer 28 days' notice in writing of the variation. If the Hirer does not wish to accept the variation, then it may give 28 days' notice in writing (before the Trust notice runs out) to end the Hire Agreement and in the intervening period the then current terms will continue to apply.
- 18.2 The Hirer must comply with any regulations and rules that the Trust makes and notifies to the Hirer from time to time governing the Hirer's use of the Premises and must not do anything to bring, or that may bring, the school and / or the Trust into disrepute or affect the reputation of the same.
- 18.3 No illegal, indecent or immoral activity is permitted and no betting, gambling or gaming is permitted on the Premises.
- 18.4 The licence granted under this Hire Agreement is not intended to create the relationship of landlord and tenant. The Trust retains control, possession and management of the Premises and the Hirer has no right to exclude the Trust from the Premises.
- 18.5 A person who is not a party to this Hire Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Hire Agreement.

I have read and confirm acceptance of these Terms and Conditions and will ensure observance by persons using the Premises.

<b>Signed:</b>	
<b>Date:</b>	
<b>Position Held:</b>	

I approve this hire on behalf of Peterborough Diocese Education Trust.

<b>Signed:</b>	
<b>Date:</b>	
<b>Position Held:</b>	

*One copy is to be retained by Peterborough Diocese Education Trust.*

*One copy is to be returned to the Hirer after approval*