



# ALTON CONVENT SCHOOL

*be the best that you can be*

## AGREEMENT FOR OCCASIONAL HIRE

### OF FACILITIES AT ALTON CONVENT SCHOOL

This agreement is made between (1) Alton Convent School (ACS) and (2) the Hirer (see below).

#### HIRER

All correspondence regarding the hire is to be sent to our Authorised Representative (AR): EMMA MITCHINSON  
ALTON CONVENT SCHOOL | ANSTEY LANE | ALTON | HAMPSHIRE | GU34 2NG (ACS)

It is agreed as follows:

1. Definitions
  - 1.1. "The Premises" means: **Any building or part of a building or outdoor area forming part of ACS.**
  - 1.2. "The Standard Conditions" means: The Standard Conditions of Hire, a copy of which is attached to this agreement.
2. Hiring
  - 2.1. In consideration of the Hire Fee (detailed below) being paid by the Hirer in accordance with the conditions set out in this agreement ACS agrees to permit the Hirer to use the Premises for the Purpose of Hire during the Hire Period.
  - 2.2. The Hirer agrees it will observe and perform all its obligations under this agreement including the Standard Conditions.

#### DETAILS OF THE HIRE

<b>Hirer</b> Company Name or Number of Limited Company						
<b>Contact Name</b>						
<b>Address</b>						
<b>Contact Phone</b>						
<b>Email</b>		Official Use Only				
<b>Purpose of Hire<sup>1</sup></b>		Site				
		Finance				
<b>Area of Hire</b>		DBS	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
<b>Hire Period<sup>2</sup></b>	<b>Start</b>	DD / MM / YYYY	<b>End</b>	DD / MM / YYYY		
<b>Repeat Hire?<sup>2</sup></b>	<b>Start</b>	DD / MM / YYYY	<b>End</b>	DD / MM / YYYY		
<b>Hire Time<sup>2</sup></b>	<b>Start</b>	HH : MM	<b>End</b>	HH : MM		
<b>Hire Fee (see pricing)</b>						
50% of the Hiring Fee is required at the time of booking, the remainder payable 7 days in advance of the hire period or at the discretion of the AR.						
<b>Cancellation</b> Charges for any cancellation of the hire will be made on the following basis:						
Received 28 or more days prior to the hire date 0% of the hire fee.			Received 7 or more days prior to the hire date 50% of the hire fee.			
Received less than 7 days prior to the hire date 100% of the hire fee.			A refundable deposit of £100 is required by the School at the time of booking.			

#### CONSENT

<b>Signed by/on behalf of the Hirer</b>		<b>Date</b>	DD / MM / YYYY
<b>Signed by/on behalf of ACS</b>		<b>Date</b>	DD / MM / YYYY

Please note that by signing this agreement you are confirming that you have read & understood the Conditions of Hiring & agree to comply with them. The Hirer must ensure that he/she & any other party contracted to them or by them for any service to be provided at the Premises has suitable insurance for potential liabilities to third parties.

<sup>1</sup> If the purpose for hiring is to work with children a separate form entitled Appendix 1 must be completed and submitted to ACS before any use can be permitted.

<sup>2</sup> This must include the time needed for setting up & clearing away.

## STANDARD CONDITIONS OF HIRE

<b>1</b>	All applications for the use of the Premises, or part thereof, shall be made in writing on the printed form available to be returned to the AR. No booking shall exist until the Hirer has received written confirmation of the Hire and we are in receipt of 50% of the Hire Fee.
<b>1a</b>	50% of the Hire Fee is required at the time of booking with the remainder payable no later than 7 days prior to the event or as otherwise agreed.
<b>1b</b>	A refundable deposit of £100 is required upon receipt of the application.
<b>2</b>	The AR reserves the right to reject any application, or part thereof, for the Hire of the Premises.
<b>3</b>	In the event that the Hirer cancels this agreement the cancellation terms set out in this agreement shall apply.
<b>3a</b>	In the event of the Premises or any part of thereof being rendered unfit for the Purpose of Hire ACS shall not be liable to the Hirer for any resulting or consequential loss or damage whatsoever. ACS may at its discretion refund the whole or part of the Hiring Fee.
<b>4</b>	The Hirer shall satisfy himself that the facilities to be hired are suitable for his purposes. The use of the Premises must not interfere with the proper working of the School or impair its efficiency. In particular the Hirer acknowledges that it will not have exclusive use of the Premises if the Period of Hire is within the working week.
<b>5</b>	The Hirer will, during the Period of Hire, be responsible for supervision of the Area of Hire, any part of the Premises necessary for access, and contents of the Area of Hire or the Premises; their care, safety from damage, however slight, or change of any sort & the behaviour of all persons using the premises whatever their capacity including proper supervision of car parking arrangements so as to avoid obstruction of Anstey Lane, or any adjoining land at Anstey Park
<b>6</b>	The Hirer shall not use the Premises for any purpose other than that described in this agreement & shall not sub-hire or use the Premises or allow the Premises to be used for any unlawful purpose nor do anything or bring onto the Premises anything which may endanger the same or render invalid any insurance policies in respect thereof nor allow the consumption of alcohol thereon without prior written permission and first obtaining any licence which may be required in relation thereto.
<b>7</b>	The Hirer shall ensure that nothing is done on or in relation to the Premises in contravention of the law relating to gaming, betting & lotteries.
<b>8</b>	The Hirer shall comply with all conditions made in respect of the Premises by the Fire Authority, Local Authority, or other relevant body, particularly in connection with any event which includes public dancing or music or other similar public entertainment or stage plays or the sale or service of alcohol. The Premises must not be used for any such public event unless the AR has expressly approved the event & the Hirer has confirmed that appropriate licenses are in place and copies of such licences have been supplied to the AR.
<b>8a</b>	The Hirer will be responsible for all obligations in respect of copyright works & will pay all composers, authors, publishers & other fees or royalties which may be payable in respect of the function.
<b>8b</b>	In no circumstances shall alcoholic drinks be available at any function without prior written consent of the AR. Applications must be made in writing at the time the Hirer applies for the use of the Premises. If permission is granted for alcoholic drinks to be sold it will be the responsibility of the Hirer to ensure that a Temporary Event Licence is obtained from the local Licensing Authority. The Hirer agrees to comply with all conditions and limitations attached to the Temporary Events Licence he obtains.
<b>9</b>	The Hirer is not permitted to use the servery to provide food that is subject to relevant food health & hygiene legislation & regulation without the express additional agreement of the AR.
<b>10</b>	The Hirer must report all accidents involving injury to any person using the Premises during the Period of Hire to the AR as soon as possible & complete the Accident and Incident Reporting for Lettings form. In addition, the Hirer may have to complete a report, in accordance with Reporting of Injuries Diseases & Dangerous Occurrences Regulations.
<b>10a</b>	Furniture and apparatus required may be brought on to the Premises at the Hirer's own risk. Hirers shall not bring on to the Premises, without the prior consent of the AR, any article of an inflammable or explosive nature, nor any article producing an offensive smell, nor any other substance, apparatus, or article of a dangerous nature including smoke machines.
<b>10b</b>	Any Electrical Appliances must be PAT tested prior to being brought onto the Premises. Electrical Extension Leads/Multi Plug Adapters and extension cables are acceptable as long as PAT tested and of sufficient length. Multiple cables must not be joined and Multi plug adapters should not be used.

<b>11</b>	The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the Premises & no animals whatsoever are to enter the kitchen at any time.
<b>12</b>	The Hirer shall ensure that any activities for children, young people or vulnerable adults are risk assessed & that only fit & proper persons have access to the children or vulnerable adults. See appendix 2
<b>13</b>	The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the Premises, & shall indemnify ACS against all action, claims & proceeding arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the Local Authority.
<b>14</b>	The Hirer must respect the residential nature of the area & must not disturb neighbours, particularly when departing the Premises late at night.
<b>15</b>	Any damage to the Premises is to be reported by the Hirer to the AR & rectified at the Hirers expense by the Premises contractors. Any failure of equipment belonging to the Premises must also be reported as soon as possible.
<b>15a</b>	Only authorised persons shall use steps or ladders. No nails or screws shall be driven into the walls, floors, ceilings, furniture or fittings, and no placards shall be affixed to any part of the Premises. ACS' furniture (other than chairs in the hired accommodation) and equipment shall not be moved except by prior arrangements. Official/fire exit ways must be kept clear at all times.
<b>16</b>	No floors may be specially treated, polished or powdered for dancing.
<b>17</b>	No stiletto heels or other footwear likely to cause harm to the floor may be worn. The Hirer is responsible for any damage caused by breach of this condition.
<b>17a</b>	Sports Hall, Multi-Gym & School Fields Only suitable footwear should be worn in the Multi- gym or sports hall. No school games equipment may be used without permission and gymnastic equipment can only be used when an adult with recognised qualifications for the proposed activity is personally supervising at all times. For safety reasons, this condition also applies to other activities with young people.
<b>17b</b>	Grass sports pitches, and hard court multi-use games areas. These facilities should be used for their intended purposes only i.e. participation in formal and informal play and sport. No additional marks shall be made to the sports pitch or hard court areas by the Hirer unless agreed beforehand.
<b>17c</b>	ACS reserves the right to restrict use of the grass sports pitch to protect it during inclement weather; when damaged or under repair; when waterlogged; or to fit in with the ACS curriculum or ACS demands.
<b>18</b>	If the main school field is to be used for a non-sporting activity a detailed plan to include any third party engagement must accompany the application. Catering facilities, porta loos and other equipment to be used will only be permitted if evidence of all necessary insurances are first supplied to ACS and copies of their public liability insurance provided.
<b>19</b>	No smoking is allowed in or around the premises.
<b>20</b>	ACS reserves the right for its AR to enter the Premises at any time during the Period of Hire & put a stop to any function which, in its opinion, is not properly conducted. In such circumstances no part of the hiring fee shall be refundable & any cost incurred by ACS shall be payable by the Hirer.
<b>21</b>	Under no circumstances must any form of cooking or heating be used other than those currently installed in the Premises or specifically approved in advance by the AR.
<b>22</b>	The Premises must be left clean & tidy with all rubbish removed, lights extinguished, windows & doors firmly secured, & any contents temporarily removed from their usual positions properly replaced, otherwise ACS shall be entitled to make an additional charge for dealing with these matters. A proportion of the deposit to be retained will be decided by the School and their decision will be final.
<b>23</b>	If the Hirer is a corporate body the Hirer must, not later than 5 days before the commencement of the Period of Hiring, notify the AR in writing of the name, address & telephone number of an individual who will personally be responsible to ACS for obligations of the Hirer under the Agreement jointly & severally with the Hirer.
<b>24</b>	During the Period of Hire the Hirer is to be responsible for the efficient supervision of the Area of Hire and the Premises including (without prejudice to the generality of the below):
<b>24a</b>	The effective control of children.
<b>24b</b>	The orderly & safe admission & departure of persons to & from the Area of Hire and the Premises.
<b>24c</b>	The orderly & safe vacation of the Premises in case of emergency.
<b>24d</b>	The preservation of good order & decency in the Premises.

<b>24e</b>	Ensuring that all doors & corridors giving egress from the Premises and the Area of Hire are left unobstructed & immediately available for exit during its use.
<b>24f</b>	Fire appliances must be kept in their proper places & used for no other purpose. All fire doors must only be opened in the event of an emergency.
<b>24g</b>	The Hirer is to provide such number of competent stewards & attendants as may, in the opinion of the AR be necessary to secure compliance with the above requirements being a minimum of one steward or attendant over the age of 18 years for every 250 persons (or part of 250 persons) present or if most of the persons present are under 16 years of age one steward or attendant for every 100 persons (or part of 100 persons present).
<b>25</b>	In respect of damage to property &/or injury to persons:
<b>25a</b>	ACS will not be liable for death of or injury to any person attending the Premises or the Area of Hire for the Purpose of Hire or for any losses, claims, demands, actions proceedings, damage costs or expenses or other liability incurred by the Hirer in the exercise of the rights granted by the Agreement except where such death injury or loss is due to the negligence of ACS
<b>25b</b>	The Hirer will fully indemnify ACS for death of or injury to any persons attending the Premises for the function the subject of hiring or for any losses, claims, demands, actions, proceedings, damages costs or expenses or other liability including where such loss or injury arises due to the act or omission of any person or organisation contracted or engaged by the Hirer
<b>25c</b>	ACS will not be liable for any damage or loss to any vehicle (including cycles) or its contents whilst the car park is used by the Hirer and its authorised user for the Period of Hire.
<b>25d</b>	ACS 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 into or left at the Premises
<b>25e</b>	The Hirer will indemnify ACS against any and all such liabilities referred to in this Condition
<b>26</b>	ACS may act through any AR or their delegate & references in these Conditions to any approval discretion consent or requirement from ACS are deemed to be references to the approval discretion consent or requirement of any such representative or their delegate & anything which the Hirer is required to produce to the AR is to be produced to such representatives or their delegate.
<b>27</b>	The Hirer acknowledges that it shall occupy and use the Area of Hire as a licensee only and that no relationship of landlord and tenant is created between ACS and the Hirer by this agreement.
<b>28</b>	ACS retains control, possession and management of the Area of Hire and the Hirer has no right to exclude ACS from the Premises or Area of Hire.
<b>29</b>	The Hirer shall at all times comply with all laws and any requirements or recommendations of the Insurers of the Premises.
<b>30</b>	If the Hirer shall fail to pay the Hire Fee (or any part of it) when it falls due the Hirer will pay interest on the sum concerned at a rate of 4% above the base rate of Lloyds Bank Plc from the date on which it falls due until the date of payment.