

Hire of West Wimbledon Primary School Premises

Terms and Conditions



1. Interpretation

- a. Hirer: is the person making the application for a letting who will be personally responsible for payment of all fees or other sums due in respect of the letting.
- b. School: means West Wimbledon Primary School.

2. Term, effective date of Agreement

The term of this Agreement will be for use of the agreed facilities on the dates itemised in the Particulars of Hire document, informing this particular Letting. Should the School require any of the premises itemised in the Letting, for its main core business, it will provide prior notice of at least 2 weeks to the Hirer, and appropriate cost apportionment made.

3. Use and Access

- a. The School permits the Hirer to access and use the itemised facilities during the times specified by the Particulars of Hire document.
- b. The School does not warrant that those facilities are fit or suitable for the purpose of the hire.
- c. The Hirer is responsible for ensuring these terms and conditions of use are observed and for the effective supervision of the arrangements and activities on the school Premises during the Hire Period and for the prevention of disorderly behaviour.
- d. The School retains the right to access the school Premises at all times during the Hire Period and the Hirer must comply with any reasonable instructions given by School staff.
- e. The facilities, itemised in the Particulars of Hire document remain in the School's legal possession notwithstanding the Hirer's occupation during the Hire Period and such occupation shall not be deemed to constitute or create any lease or tenancy.
- f. Where a key or entry fob is given to the Hirer to obtain access into the facilities, that key or fob must be kept secure at all times and on leaving the school Premises, the gates/doors controlled by the key or fob must be made secure. Notification must be given to the School immediately if the key or fob goes missing. Keys or fobs should not be passed to any other person without direct permission from the school. Only named key holders may operate the security system.

4. Restrictions on Use

- a. The Hirer shall not use the Premises for any illegal purpose nor for any purpose or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the School or any owner or occupier of neighbouring property.
- b. The Hirer will not make any alterations or additions to the Premises, will not affix any items to the Premises and no interference is to be made with School property/equipment or other parts of the building which do not form part of this hire agreement.
- c. If the Particulars of Hire document allows use of the kitchen, any leftover food and drink must be taken away from the school premises at the end of day. This kitchen must be cleaned and left in the condition in which it was found.
- d. Any storage space must be agreed with the School before using.
- e. The use of any school equipment must be agreed in advance of the letting.
- f. Alcohol is not to be allowed to be brought onto or consumed on the Premises at any time, except as specified in accordance with any licence granted by the London Borough of Merton.
- g. Illegal substances are not to be brought onto or consumed on the Premises.
- h. No items of a flammable, dangerous or noxious character may be brought onto the Premises, including fireworks or gas.
- i. Smoking is not allowed on the Premises at any time.
- j. No betting, gaming or gambling is allowed on the Premises, except as specified in accordance with any licence granted by the London Borough of Merton.
- k. Dogs, other than guide dogs for the blind or other assistance dogs, shall not be allowed on the Premises.

5. Hire Fee and Deposit

- a. The Hire Fee is specified in the Particulars of Hire document and is payable in advance termly.
- b. The School reserves the right to require a deposit over and above the Hire Fee as a surety against damage to the Premises (including any equipment) or the Premises being left in an unacceptable condition requiring additional cleaning, caretaking or other expenses.

6. Condition and Damage

- a. The Hirer will keep the playgrounds, courts and grassed areas in a clean and tidy condition when in occupation. The Premises must be left in the same condition as before the Hire Period. No food, rubbish or other belongings of the Hirer should be left on the Premises. Waste refuse sacks should be used and can be disposed of in the school's refuse area. If additional cleaning is necessary, the Hirer will be charged accordingly.
- b. Any damage, destruction or theft that occurs during the Hire Period in, or to, the Premises, the building, equipment or other School property will be the responsibility of the Hirer and the Hirer shall pay to the School the cost of making good any such damage. Any damages or breakages must be reported.

7. Insurance

- a. The Hirer must hold public liability insurance in respect of their occupation of the Premises for a minimum of £5 million and will provide a copy to the School.
- b. The Hirer must hold Employers' Liability insurance for a minimum of £5 million indemnity in accordance with compulsory legal requirements. A copy must be provided to the School.
- c. The School may, at its discretion, waive the requirement to hold public liability insurance/Employers' liability insurance where the Hirer is an individual or small informal group of individuals (not using the Premises for commercial or business purposes) who do not hold these insurances and who may find it difficult to obtain them. In these circumstances, the School will arrange for the Hirer to be covered under the School's own insurance and any extra associated costs will be reflected in the Hire Fee.

8. Indemnity

- a. The Hirer shall keep the School indemnified against all expenses, costs, claims, damage and loss (including any diminution in the value or loss of amenity of the Premises) arising out of the use of the Premises by the Hirer or from any breach of any of the Condition of Hire by the Hirer, or any act or omission of the Hirer, or any other person on the Premises with the actual or implied authority or consent of the Hirer.

9. Loss

- a. The School does not accept liability for any loss, theft or damage to property brought onto the Premises by or on behalf of the Hirer, or any damage to vehicles parked in any car park provided, or any injury to any person however caused.
- b. The School shall not be liable for any loss or damage suffered by the Hirer as a direct or indirect result of the performance of this hire agreement being prevented, hindered or delayed by reason of any act of God, riot, strike or lockout, trade dispute or labour disturbance, accident, breakdown of plant or machinery, fire, flood, difficulty in obtaining workmen's materials or transport, electrical, power failures or other circumstances whatsoever outside its control and which affect the provision by the School of access to or use of the Premises.

10. Assignment

- a. This hire agreement is personal to the Hirer and the Hirer shall not assign or underlet or part with or share possession or occupation of the Premises.

11. Health and Safety

- a. The Hirer must comply with all laws relating to the Premises and the occupation and use of the Premises by the Hirer, including but not limited to Health and Safety legislation.
- b. The Hirer should, as far as possible, maintain an accurate list of those present.
- c. Any portable electrical equipment to be used must have a current PAT test certificate if electrical.
- d. The Hirer must ensure they are aware of the fire exits and the fire and emergency evacuation procedures. The Hirer is required to take any precautions necessary to ensure the safety of those attending during the Hire Period, including ensuring the means of escape from fire are not blocked or impeded.
- e. The Hirer will immediately inform the School of any emergency, accident or serious incident that occurs during the Hire Period by telephoning the School Emergency Contact, identified on the Particulars of Hire document. The Hirer will be responsible for reporting any accident to the Health and Safety Executive.

12. Safeguarding and Child Protection

- a. Hirers providing services to children must have policies and procedures in place to ensure children's safety and any Risk Assessments and DBS certificates required by the Hirer must be supplied to the School upon request.
- b. At an event where the number of children is likely to exceed 100, the Hirer must ensure that a sufficient number of adults are stationed to prevent more children being admitted, to control the movement of the children and to take all reasonable precautions for the safety of the children as required by the Children's and Young Person's Act 1933.

13. Car Parking

- a. Subject to availability, the School's car park may be used by the Hirer and other adults involved in the letting.

14. Cancellation

- a. This agreement may be terminated by either party at a date earlier than the termination date by giving to the other at any time at least 1 months' notice in writing, which shall include an explanation for the reasons, subject to the right of either party in respect of damages or costs incurred as a result of such early termination. No payment other than a refund of the paid hire fee will be made by the School.
- b. The School may terminate this agreement immediately in the event that the Hirer is found to be in a fundamental breach of the terms of this agreement which in the reasonable opinion of the School is not capable of being remedied and, in those circumstances, no Hire Fee (or part thereof) shall be refundable.
- c. The Hirer may cancel individual sessions of its Hire at any time by contacting the School. If a booking is cancelled with more than one weeks' notice, the full Hire Fee will be repaid. If less than one weeks' notice is given, only 50% of the Hire Fee will be repaid. The Hirer will pay the full cost of the hire for bookings cancelled where fewer than 24 hours' notice is provided before the commencement of the Period of Hire.

15. Advertising

The School must be provided in advance with copies of all advertising, materials and posters concerning the use of the premises and its approval sought before they are published or disseminated.