

TERMS AND CONDITIONS OF COMMUNITY HUB ON SCHOOL PREMISES

1. Definitions and Interpretation:

- 1.1.1 **The Designated Representative** means person responsible for booking.
- 1.1.2 **The Hire Fee** means the amount payable for the time period specified.
- 1.1.3 **Hire Contract** means the booking form or other the request for hire of the Premises once accepted by the signing on behalf of the School together with these terms and conditions set out herein.
- 1.1.4 **The Hire Period** means the date(s) and time(s) that are referred to in the hire contract for the hire of the Premises
- 1.1.5 **Hirer** means the person signing the hire contract. **[Please Note: The Hirer must be aged 18 or over]**. If an organisation is named in the contract the person signing the contract warrants that he or she has authority to sign on behalf of that organisation and that organisation is a party to the Contract and as such is jointly and severally liable with the person signing the hire contract. The Hirer acknowledges his or her potential personal liability for all liabilities under the hire contract. Bookings cannot be accepted in the name of unincorporated organisations.
- 1.1.6 **The Premises** means the Community hub building or the part or parts of that building booked and referred to in the hire contract **[Note: the hire contract will need to be specific as to the areas of permitted use. This may include Hall/Kitchen/Toilets/Specified Areas/ Corridors]**.
- 1.1.7 **The School** means St Annes Catholic Primary School, Wellington Road, Nantwich, Cheshire and includes its Governing Body and any persons or body having a legal interest in the Site.
- 1.1.8 **The Site** means the Premises and their curtilage.

2. Use of Premises:

- 2.1 The Premises may only be used for the purpose or purposes set out in the Hire Contract and not for any other purpose.
- 2.2 The Hirer must take good care of the Site and ensure that no damage is done or permitted to be done to the Premises or to the Site or to any property of whatsoever nature thereon or therein including fixtures and fittings contents plant equipment articles decorative finishes service media or other articles. The Hirer is responsible for any such damage.
- 2.3 The Hirer will as soon as is reasonably practicable make the Designated Representative aware of any damage caused to the Premises or to the Site or to any property of the School thereon or therein
- 2.4 The Hirer must personally remain upon the Premises throughout the duration of the Hire Period if the Hirer has permitted any other person or persons to be present upon the Premises. If the Hirer is a body corporate then it must nominate a responsible person (“the Designated Representative”) to be notified to the School prior to the Hire Period and who must remain upon the Premises throughout the Hire Period.

Use of any areas of the Building other than the Premises is expressly prohibited.

- 2.5 This Agreement does not confer upon the Hirer any rights of occupancy of the Premises.
 - 2.6 The Hire Event may not be commenced if the Hire Fee has not been paid and a Hire Contract Form completed and signed by both parties. The Hirer must pay the Hire Fee in full and by cleared funds not less than fourteen working days before the commencement of the Hire Period or upon the booking if made not less than five working days before the commencement of the Hire Period.
 - 2.7 Hire of the Premises does not include the disposal of any trade waste arising from the Hire Event which must be promptly removed from site by the Hirer before the end of the Hire Period.
 - 2.8 Any Hire Event that includes activities for children or vulnerable adults must conform to current applicable legislation and the Hirer is reminded that such responsibilities are those of the Hirer.
 - 2.9 **Cars may be parked in the Site car park but only within the layby adjacent to the school and at the driver's own risk.**
3. During the Hire Period the Hirer:-
- 3.1 Must not alter the Premises.
 - 3.2 Must not damage or use nails or fixings of any kind that are driven into or mark walls floors ceilings doors partitions or any fixtures fittings or any other property.
 - 3.3 Must not bring any inflammable explosive hazardous or illegal substances onto the Site.
 - 3.4 Must not bring or use any fireworks or pyrotechnics onto the Site .
 - 3.5 Must not bring any electrical LPG calor gas appliances onto the property other than portable electrical appliances which have been subject to and passed an Electrical Safety Test carried out by a competent electrical engineer within the period of one year immediately prior to the end of the Hire Period.
 - 3.6 Must use the Premises in such a manner as will not constitute a nuisance to any nearby occupier.
 - 3.7 Must not obstruct or lock fire doors or keep them wedged open and shall keep them clear and available for exit at any time during which the Premises are in Use
 - 3.8 Must not use the Premises or any part of the Site for any purpose other than the purposes set out in the Hire Contract.
 - 3.9 Acknowledges that he or she is responsible for the supervision of the Premises and persons thereon throughout the duration of the Hire Period
 - 3.10 Must not bring or permit drugs to be brought onto or used or consumed upon the Premises.
 - 3.11 Must not display any notices or posters or other forms of advertising at the Site without the express prior written consent of the School.
 - 3.12 Must not grant any rights or licence to broadcast or film from the Premises without the express prior written consent of the School. School logos may not be used without prior written permission which may be revoked.
 - 3.13 At all times and to the extent permitted by law indemnifies the School against all proper liabilities, costs, expenses, damages and losses whether to persons or property

and all other reasonable professional costs and expenses suffered or incurred by the School arising out of such liabilities costs expenses damages and losses in connection with:

- (i) this licence;
- (ii) any breach of the terms of this agreement by the Hirer;

(This indemnity shall not cover the School to the extent that a claim under it results from the School's negligence or wilful misconduct).

3.14 Must observe and at all times comply with all statutory legislative and regulatory requirements in force in England throughout the Hire Period relating to the Hire Contract and to the Hirer's use of the Premises (irrespective of whether or not such use is in accordance with the Hire Contract); and

3.15 After the Hire Event ensure the Premises are left in a clean and tidy condition (and if the only persons on the Premises, left secure) with all rubbish promptly removed from the Site.

4. This Licence is personal to the Hirer and is not assignable in whole or in part

5. Insurance

The Hirer must put in place indemnity insurance to provide adequate cover in respect of the cost of any repairs to property, personal injury and third party liability as a consequence of any damage being caused by the Hirer, their guests or contractors.

6. Cancellation.

If Hire Fees have been paid bookings cancelled more than one month prior to the commencement of the Hire Period will be subject to a full refund to the Hirer
Hire Fees for Bookings cancelled less than one month but more than 14 days prior to the commencement of the Hire Period will be refunded to the Hirer less a 25% charge of the Hire Fee.

Any part of Hire Fees for Bookings cancelled less than 14 days prior to the commencement of the Hire Period will only be refunded at the sole discretion of the School

Any Security Deposit taken will be refunded in full upon cancellation prior to the commencement of the Hire Period.

7. The School:

7.1 will make provision for the Premises to be adequately cleaned, lit and heated for usual general use appropriate to the time and season when the Hire Period falls but are not liable for any failure or defect, loss of supply or any loss or damage arising from such failure loss or defect.

7.2 reserves the right to refuse admission to any person at any time during the Hire Period.

7.3 is not liable for any loss due to failure of power supplies, leakage of water, heating, flooding or the taking of industrial action or statutory restrictions that affect or prevent the proposed hire contemplated by the Hire Contract.

- 7.4 is not liable for any loss of or damage to any equipment or for any personal property of the Hirer or persons present for the Hire Event .
- 7.5 reserves the right to cancel the hiring at any time without giving any reason and without payment of compensation upon non payment of fees or any part of such fees, on safety grounds or breach by the Hirer of any of the terms and conditions of this agreement or upon any breach arising out of an act or default of any person on the premises for the purposes of the Hire Event. If it does so, then Hire Fees that have been paid for any part of the Hire Period which remains unexpired shall be refunded unless the cancellation is due to an act or default of the Hirer (or any person upon the Premises for the purposes of the Hire Event) in breach of any of the terms and conditions set out in this document.

8. Miscellaneous

8.1 Smoking is not permitted upon the Premises or on any part of the Site.

8.2 Notwithstanding the generality of clause 3.14, the Hirer is responsible for ensuring that in connection with the Hire Event the food hygiene regulatory standards are met and that all requisite licences and permissions are obtained in connection with the sale or provision of alcohol or regulated entertainment.

Booking Accepted by On behalf of the School Dated:
