



AMESBURY

HIRING OF FACILITIES BOOKING AGREEMENT FOR EXTERNAL CLIENTS 2023 – 2024

Hirer Name/Club	Address	
Contact Name		
Telephone Number		
Contact Number for Date of Hire		
E-Mail Address		
Start Date: Start Time:	Finish Date: Finish Time:	
Estimated number involved:	Purpose of Event: Does it involve public performance? Yes/No	
Facilities available <i>Please tick requirements:</i>		
MUGA <input type="checkbox"/>	A Multi-Purpose Games Area consisting of four courts. To hire the whole MUGA area costs £40.00 per hour. One court cost £14.50 per hour.	
Floodlights (if required) <input type="checkbox"/>	Floodlights are only available until 8.30pm for £10.50 per hour.	
Sports Hall <input type="checkbox"/>	To hire the Sports Hall costs £40.00 per hour (no food or drink)	
Cricket Pitch <input type="checkbox"/>	To hire the Cricket Pitch (21 yard pitch) costs £58.50 per morning or afternoon session (includes the use of the Cricket Pavilion).	
Football Pitch <input type="checkbox"/>	The football pitch (available during the football season or by arrangement out of season) costs £58.50 per morning or afternoon session.	
PAC for birthday parties etc. <input type="checkbox"/>	To hire the PAC costs £62.00 per morning or afternoon session. To hire for one to two hours' costs £25.00 per hour.	
Visual Arts Building / Dance <input type="checkbox"/>	Hired Hourly £40 per hour	
The Studio <input type="checkbox"/>	Hired Hourly £40 per hour	
Hard Tennis Court <input type="checkbox"/>	Our new Hard Tennis Court £13.00 per hour	

Please ensure that all heating is switched off or down after use and that if the changing rooms and/or toilet facilities are used that all lights and taps are switched off

Additional Requirements - Any other requirements must be agreed prior to booking.

PAC Hirers – tables & chairs are available for you to set up & pack away.

TERMS AND CONDITIONS FOR THE HIRE OF AMESBURY SCHOOL PREMISES

All Terms and Conditions set out below must be adhered to and may not be varied without our written agreement. The “Hirer” shall be the person making the application for a letting, and this person will be personally responsible for all aspects of the letting and payment of all fees or other sums due in respect of the letting.

Status of the Hirer

Lettings will not be made to persons under the age of 18, or to any organisation or group with an unlawful or extremist background.

The hire agreement is personal to the hirer only, and nothing in it is intended to have the effect of giving exclusive possession of any part of the school to them or of creating any tenancy between the school and the hirer. Persons may have to undergo, at the discretion of the Governing Body, a criminal record check via the Criminal Records Bureau (DBS). If a particular letting involves contact with the School’s pupils, all personnel involved must be checked against List 99 and have a current DBS check, in accordance with legislation and current DfE guidance. These checks must be made by prior arrangement with the Bursar, with at least half a term’s notice in advance to ensure that the checks can be carried out in time. Any adults working with the School’s pupils (for example, at an after school sports club) must be qualified through a recognised, appropriate body.

Safeguarding

As part of Amesbury’s Safeguarding Policy, we require all clubs and community users to confirm that all adults working with children have a current DBS Certificate and are able to provide details of the clubs safeguarding policy.

General

No failure or delay by us in exercising any of our rights under this contract shall be deemed to be a waiver of that right. In the event of circumstances beyond our control resulting in us being unable to provide our services, we shall have no liability in respect of any losses or damages arising directly or indirectly from such circumstances. This Contract shall be governed by the laws of England.

Statutory Legislation

Amesbury is subject to statutory regulations, without limitation, liquor licensing, Fire Regulations, Health, Safety and Environment. Clients and their guests and any associated third parties must therefore comply with these requirements as may be directed and enforced by Amesbury. Any equipment brought to Amesbury premises by you, guests or third-party contractors will be held to comply with all statutory requirements including Health & Safety regulations and to provide liability insurance, commensurate with the risks involved.

Priority of Use

The Head teacher or Bursar will resolve conflicting requests for the use of the premises, with priority at all times being given to school functions. Dates are confirmed. However, there may be days when these facilities are not available due to a ‘last minute’ School function and in the event of this happening; the Bursar’s Office will give you at least two weeks’ notice.

Attendance

The Hirer shall ensure that the number of persons using the premises does not exceed that for which the application was made, and approval given.

Behaviour

The Hirer shall be responsible for ensuring the preservation of good order for the full duration of the letting and until the premises are vacated.

Public Safety

Prior to the event, the Hirer will be made aware of all health and Safety and security issues through training/induction. The Hirer will then be responsible for the dissemination of this training/information to all supervisors of the event or letting. The Hirer shall be responsible for the prevention of overcrowding (such as would endanger public safety), and for keeping clear all gangways, passages and exits. The Hirer should be aware that there is no provision for spectator facilities and within the agreement there should be no spectators allowed unless there is competition under the regulations of a sporting or other body. In this situation, liability for any risk or harm to spectators will lie with the Hirer. The Hirer shall be responsible for providing adequate supervision to maintain order and good conduct, (including the receiving and dismissal of pupils/participants) and – where applicable – the Hirer must adhere to the correct adult/pupil ratios at all times. The Hirer should be aware of the Fire Safety Policy and emergency evacuation procedures. Any agent acting on behalf of the hire should be aware of all applicable public safety and security policies.

Own Risk

It is the Hirer’s responsibility to ensure that all those attending are made aware of the fact that they do so in all respects at their own risk.

Liability

The Hirer shall be liable for, and shall indemnify and keep indemnified the School against, all actions, claims, proceedings, demands, liabilities, losses, damages, costs and expenses (including legal and other professional costs and expenses, and loss of profits) suffered or incurred by the School, directly or indirectly, as a result howsoever of the Hire, the Hirer’s use of the Venue and Premises (including use by the Visitors) and any breach of the Hire contract.

The School shall not be liable for any actions, claims, proceedings, demands, liabilities, losses, damages, costs or expenses (including legal or other professional costs or expenses) suffered or incurred by the Hirer, except where the School has been negligent or is in wilful default of the Hire Contract.

Under no circumstances shall the School be liable for any loss of profits, business revenue, goodwill or anticipated savings (whether direct or indirect) that result from any breach of the Hire Contract by the School, and the School’s entire and maximum liability shall be limited to the amount equal to the aggregate amount of the Total Fees paid to it under the Hire Contract at the time of the breach.

Nothing in this Hire Contract shall serve to limit or exclude either party’s liability to the other in respect of any death or personal injury caused by them due to negligence.

The Hirer shall maintain throughout the Hire Period (and as a condition of the Hire Contract) a policy (or policies) of insurance with a reputable insurer against all risks and liabilities which may arise under the Hire Contract or otherwise in connection with the Hire (other than due to the negligence of the School), which shall include (but is not limited to) public liability insurance of not less than £5 million in respect of any one claim. The Hirer shall provide evidence of such policy (or policies) and a receipt of the premium to the School prior to the Alterations Proposal Date. Upon the School’s reasonable request, the Hirer shall ensure that

the School's name and interest is noted on the Hirer's insurance policy (or policies) and the Hirer shall not do (or omit to do) anything which would invalidate (in whole or in part) any insurance policy (or policies) or prejudice the School's entitlement or benefits thereunder.

Furniture and Fittings

Furniture and fittings shall not be removed or interfered with in any way. No fittings or decorating of any kind necessitating drilling, or the fixing of nails or screws into fixtures which are part of the school fabric, are permitted.

In the event of any damage to premises or property arising from the letting, the Hirer shall pay the cost of any reparation required.

School Equipment

This can only be used if requested on the initial application form, and if its use is approved by the School.

Appropriately qualified adults must supervise the use of any equipment, which is issued and ensure its safe return.

The Hirer is liable for any damage, loss or theft of school equipment they are using, and for the equipment's safe and appropriate use.

Grounds

No Markings may be made on the grass of the school playing fields or hard areas (e.g. car parks or playgrounds) without prior permission.

Dogs

No dogs are allowed on site at any time during the hire of Amesbury. The Caretaker will approach anyone with a dog and ask them to return to their car.

Floodlights

If floodlights are required these are only available until 8.30pm and this must be adhered to, due to local residents.

Key Holding

Should a key be required to enter the buildings a £10 refundable deposit per key will be required. A code is also required for entry through the security gates. The key is available from the Bursar's Office in advance of the event and must be returned within 7 days of the end of the hire period. The buildings used and the security gate must all be locked on completion of the booking. Please contact the Bursar's Office 48 hours prior to your booking to arrange entry into school outside of school hours.

Electrical Equipment

Any electrical equipment brought by the Hirer onto the school site **MUST** comply with the Schools code of practice for portable electrical appliance equipment. Equipment must either have a certificate of safety from a qualified electrical engineer or be inspected by the School. The intention to use any electrical equipment must be notified on the application.

Car Parking Facilities

Subject to availability, these may be used by the Hirer and other adults involved in the letting. No guarantee of availability is given. Please ensure all cars are parked in the academic car park via Hazel Grove (this is the second car park on the right-hand side).

Toilet Facilities

Access to appropriate toilet facilities is included as part of the hire arrangements.

First Aid Facilities

There is no legal requirement for the school to provide first aid facilities for the Hirer. It is the Hirer's responsibility to make their own arrangements, such as the provision of first aid training for supervising personnel, and the provision of a first aid kit, particularly in the case of sports lettings. Use of the school's resources is not available.

Food and Drink

No food or drink may be prepared or consumed on the property without the direct permission of the School, in line with current food hygiene regulations.

Litter

All litter must be placed in the bins provided.

Intoxicating Liquor

No intoxicants shall be brought on to or consumed on the premises, unless under the direct supervision of the licensee or a senior member of staff.

Gaming

No gaming is allowed in the School, except in accordance with the Gaming Act 1968, Section 41 when Gaming is carried out as an entertainment for raising money to be applied for purposes other than private gain.

Smoking

The whole of the School premises is a non-smoking area, and smoking is not permitted. This includes the car park areas. Please ensure all your guests are aware of this condition.

Heels and Shoes

No stiletto or any type of thin heel is to be worn. Appropriate footwear should be worn for all indoor sporting activities.

If activities involve outdoor use, participants should ensure footwear is cleaned before re-entering the premises.

Copyright or Performing Rights

The Hirer shall not, during the occupancy of the premises, infringe any subsisting copyright or performing right, and shall indemnify Amesbury School against all sums of money which Amesbury School may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

Sub-letting

The Hirer shall not sub-let the premises to another person.

Charges

Hire charges are reviewed annually and the current charge are set out in the Booking Agreement Form.

Payment of Charges

Events for one day must be paid for in advance. All other charges must be paid within one month of the issue of invoices. The Invoice will be sent to the address given on the booking form at the end of the booking period. No other payments shall be made other than through the invoice procedure. In some contracts payment in advance is required. This will be stated on the Hirers contract. In the event of late payment, Amesbury shall be entitled to charge interest on a daily basis at 2% above base rate (Bank of England)

Variation of Scales of Charges and Cancellations

The Hirer acknowledges that the charges given may be increased from time to time (they will be reviewed by the Bursar on an annual basis) and that the letting may be cancelled, provided that in each circumstance at least 28 days' notice either way is given. Should you cancel your booking within 7 days of the start date of your booking, there will be a 100% cancellation fee.

Termination

In the event that you become bankrupt, cease to trade, have a receiver appointed or make any voluntary arrangement with your creditors, we shall be entitled to immediately terminate the Contract by giving notice in writing to you or your representative(s).

Security

The School will hire and pay for a person to be responsible for the security of the premises before, during and after the hire, and for the cleaning of the premises after its use. This cost will be included in the charge for the letting. If no suitable person can be employed, then the letting will not be allowed or will be cancelled. Only named key holders may operate the security system. Keys should not be passed to any other person without direct permission of the Headteacher or the Bursar. The Hirer will only have rights of access to those parts of the building described in the letting's agreement. Any unauthorised access to other parts of the building will be deemed a breach to security and dealt with accordingly.

Right of Access

The School reserves the right of access to the premises during any letting. The Headteacher, Bursar or authorised members of the School Staff may monitor activities from time to time.

Conclusion of the Letting

You will be responsible for ensuring the venue is left in the same condition as prior to the booking. Any damage to the venue will result in a charge to remedy the damage. Amesbury accepts no liability for the loss or damage to any equipment or personal belongings brought onto the property by you or your guests. **The use of Amesbury facilities is restricted to the facility booked and when on site external parties must be restricted to the areas close to the PAC/Sports Hall / MUGA area.**

Vacation of Premises

The Hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult.

Emergency Evacuation

All hirers should be aware of the emergency evacuation points from the part of the building they are hiring and the designated assembly points. All hirers should ensure that any other responsible adults are made equally aware of these.

In the event of an emergency evacuation the Hirer will be responsible for the evacuation of, and accounting for, all members and staff of the group involved. They should follow the usual emergency evacuation procedures and meet at the designated assembly points. The incident will be managed by the member of school staff on duty and the Hirer should follow the instructions of the incident manager. Following an emergency evacuation, there should not be a return to the building until an 'all clear' has been given by the incident manager. In the event of it not being possible to return, once everyone has been accounted for, they should leave the site as quickly as possible.

Data Protection Privacy Notice

Our address is FOI@amesburyschool.co.uk or Amesbury School, Hazel Grove, Hindhead, Surrey, GU26 6BL

Our processes, purpose and legal basis for collecting your personal data on the Facilities Booking Agreement are (where C=Consent, X=Contract, S=Statutory, V=Vital Interests, L=Legitimate Interests)

- To produce hirer records and contact information (X,L)
- For the purposes of safeguarding (L)

The data will be stored for 7 years from the contract date. After which it will be destroyed.

- Amesbury provides you with rights to access, rectify and erasure of your personal data; and to restrict or object to processing, and to make your data portable. You have the right to lodge a complaint with a supervisory authority (e.g. ICO).

I hereby agree to the Terms & Conditions and I have read and understood the Amesbury School Safeguarding Policy together with the Lettings & Hire Charge Policy.

Signed:Print Name:

Dated

Please return the completed form, together with your payment if required, to the Finance Office at Amesbury School.