



## The Whitby High School

**The Hirer should retain the Hiring Conditions and return the Hiring Application to the Headteacher**

### **SCHOOL PREMISES HIRING AGREEMENT**

1. In this Agreement:
  - (a) “the Owners” means the Governing Body of The Whitby High School Sycamore Drive, Ellesmere Port. CH66 2NU
  - (b) “the Agent” means the Headteacher.
  - (c) “the Hirer” means the person signing the application form and in addition any organisation for whom he/she is stated in such form to be acting. The liability under this Agreement of such person and such organisation shall be joint and several.
  - (d) “the School Premises” means the above-mentioned School or any part of it.
2. The Hirer shall:
  - 2.1 not permit more than the number of persons stated in the application form to be in the School Premises at any one time.
  - 2.2 not use the School Premises or the relevant part thereof other than for the purposes and at the times stated on the application form.
  - 2.3 accept that this Agreement is personal to the Hirer and any organisation, which he/she represents and is not assignable, and no other person or organisation shall be permitted to use or share the School Premises under the terms of this Agreement. It constitutes permission only to use the School Premises and confers no tenancy or other right of occupation on the Hirer.
  - 2.4 not permit any animals to be brought onto or kept on the School Premises.
  - 2.5 comply with and observe the School’s no-smoking policy on all parts of the School Premises including its grounds (not just in that part of the School Premises hired under this Agreement).
  - 2.6 indemnify and keep the Owners indemnified against all personal injury claims damage to the School Premises and/or damage or loss of any property on the School Premises occurring during or in relation to the hiring or while persons are entering or leaving the School Premises pursuant to the hire however and by whomsoever caused and shall obtain public liability insurance cover in a minimum sum of £5m for the period of hire (individual hirers excepted) and attach a copy of such insurance cover to the application form producing it to the Owners and/or the Agent at least 48 hours before the hiring.
  - 2.7 accept that the Owners shall not be responsible for any loss theft or damage to any property arising out of the hiring nor for any loss, damage or injury which may be suffered by or be done or happen to any person using the School Premises during or in relation to the hiring arising from any cause whatsoever or for any loss due to any breakdown of machinery, failure of supply of electricity, leakage of water, fire, government restriction,

requirement of the Local Authority or Act of God which may cause the School Premises to be temporarily closed or the hiring to be interrupted or cancelled and the Hirer shall indemnify the Owners against any claim which may arise out of the hiring or which may be made by any person using the School Premises during or in relation to the hiring in respect of any such loss, damage or injury.

- 2.8 accept that the use of the School Premises is in common with the Owners and any other persons authorised by them and the right at any time to enter the School Premises and remain on the premises during the hiring is reserved to the Owners and the Agent.
- 2.9 shall ensure that at all times good order is kept on the School Premises.
- 2.10 not use school equipment without the Agent's specific consent. Any telephone calls on the school phone must be paid for unless they are genuine emergency calls.
- 2.11 accept that the Owners or the Agent may put a stop to any activity on the School Premises which in their opinion is not properly conducted or which may infringe the Hirer's obligations set out in this Agreement and shall be entitled to cancel the booking whether before or during the hiring without notice or refund of any fees paid.
- 2.12 ensure that no bolts, nails, screws, bits, pins, spikes or other objects shall not be driven into the fabric or furnishings of the School Premises nor shall any articles be affixed thereto.
- 2.13 ensure that no structural alterations whatsoever shall be made to the School Premises.
- 2.14 ensure that no footwear shall be worn which could damage the surface of any floor. Any marks from black shoes must be removed at the end of each hiring/session of use.
- 2.15 leave the School Premises in a clean and orderly state at the end of the hiring or each session of use.
- 2.16 ensure that all property brought onto the School Premises during each hiring is removed on the expiration of the hiring or each session of use. The Owners shall not be responsible for any property left behind and reserve the right to charge extra while it is on the School Premises.
- 2.17 ensure that no slogans, advertisements, flags, emblems or decorations shall be displayed outside the School Premises whether affixed to the same or free standing and the Hirer shall remove any slogan, advertisement, flag, emblem or decoration displayed inside the School Premises if, in the opinion of the Agent it shall be unlawful, unseemly, libellous or expose the School Premises to an undue risk of fire or is likely to lead to a disturbance or is otherwise regarded as inappropriate.
- 2.18 ensure that no exits are blocked or chairs or obstructions are placed in corridors or fire appliances are removed or tampered with and the Hirer shall ensure that users of the School Premises are aware of the locations of emergency exits and fire-fighting equipment. The Hirer shall co-operate in fire drills from time to time.
- 2.19 ensure that any lights or other electrical apparatus that shall be connected to the electrical installation in the School Premises shall be properly insulated, fused, and electrical plugs and sockets shall not be overloaded. All must be fully electrically tested and comply with the current Electricity at Work Regulations. No unauthorised heating appliances shall be brought onto the School Premises or used in them.
- 2.20 ensure that the playground is not used for parking other than with the specific consent of the Agent.
- 2.21 comply with all conditions attached to any music or dancing licence and any theatre licence for the School Premises. A copy of each such licence may be seen on application to the Agent and the Hirer shall be deemed to have had notice of all such conditions and shall indemnify the Owners against all losses costs damages and expenses resulting from any failure to comply with the same.
- 2.22 strictly comply with all legal requirements regarding the sale and consumption of alcoholic liquor, the performing of plays and the exhibition of cinematograph films and shall not infringe any copyright subsisting under the Copyright Act 1956. The Owners or the Agent shall be entitled to require proof that the provisions of this clause have been complied with 48 hours before the hiring. All legal requirements of Gaming and Lottery legislation shall similarly be observed without infringement.

- 2.23 ensure that all scenery and costumes used for stage performances and the like are fireproofed.
- 2.24 if the hiring includes the use of the School kitchen ensure compliance with all such conditions as the Owners or the Agent may prescribe at the time of the hiring.
- 2.25 ensure that nothing shall be done on the School Premises, which shall endanger other users or invalidate any insurance cover relating to the School Premises.
- 2.26 ensure that any activities involving children comply with all relevant legislative, local Children's Services, local authority and OFSTED requirements as are appropriate including the necessity of obtaining CRB disclosure checks on all adults in attendance for the Hirer's activities when children are on the School Premises.
- 2.27 ensure that payment is made by cheque to CWAC The Whitby High School In the event of cancellation howsoever caused the question of any refund shall be at the absolute discretion of the Agent.



# The Whitby High School

## SCHOOL PREMISES HIRING APPLICATION

To the Owners of the above-mentioned School and to the Headteacher their Agent

1.

Name of Organisation (Hirer)	
Name of Contact	
Address of organisation (Hirer)	
Daytime telephone No.	Mobile No
Email address	

Invoice Details (if different from above)

Name of Contact	
Address	
Daytime telephone No.	Mobile
Email address	

Hereby apply for the hire of the following parts of the premises of The Whitby High School

From	am/pm	Start Date
Until	am/pm	Finish Date
For the purpose of		

2. I agree to pay for such hire the following sums, namely:- £.....

Hire charge .....

3. Not more than ..... persons shall be allowed on the premises during the hiring.

4. I agree to observe and perform the Hiring Conditions whether I have in fact seen the same or not prior to signing this application. I understand that I may see a copy on application to the previously mentioned and that a copy will be on the School Premises at the time of hiring.

5. I attach a copy of our Public Liability (PL) insurance for £ ..... (minimum £5m)

6. I attach a completed risk assessment for the activities as described in point 1

7. This hiring is on behalf of.....  
whose authority I have to bind them by signing this application on their behalf.

Signed..... Dated .....

**NOTE: All arrangements for use of the School Premises are subject to the Owners and/or the Agent reserving the right to cancel bookings when the School Premises are required for use by the School or are rendered unfit for the intended use howsoever caused**