

Hire Agreement



The facilities available for hire at Saracens Broadfields are:

- Upper and Lower Sports Fields
- Hall (100 seated, 250 standing)

This agreement is made between:

Saracens Multi Academy Trust, Corner Mead, London NW9 4AS ("The Trust") And The "Hirer"

Hirer:

Company name:

Contact:

Name:

Address:

Telephone no.:

Email address:

This booking is for:

☐

Hall

☐

Upper sports field

☐

Lower sports field

Purpose of hire:

Duration of hire:

Dates

From:

To:

Days and times:

Fee:

Damages deposit:

Do special conditions apply? If yes, please see special conditions attached.

Yes

☐

No

☐

Terms of Hire

1. Saracens Multi-Academy Trust ("the Trust") is committed to making every reasonable effort to ensure the buildings and grounds ("the premises") of Saracens Broadfields (hereafter 'the School') are available for community use. Where there is a conflict between a 'hiring' and a scheduled School event, priority will be given to school events if not otherwise resolvable.
2. The person signing this agreement shall be deemed the "Hirer" or "Lettor". The Hirer must be 18 years of age or older.
3. The Hirer will pay the damage deposit, if requested, upon signing this agreement to secure the arrangement, by BACS transfer. The deposit will be refunded within 28 days of the termination of the period of hire, provided that no damage or loss has been caused to the premises or contents.
4. Hire Rates are subject to change by the Trust and will be agreed by written communication (email or recorded delivery letter) and then confirmed by invoice.
5. The Hirer will pay the fee agreed in full for each month in advance, unless otherwise agreed. If the agreement is for a 'private hire' or a one-off event, the fee will be paid in advance of the event. If the agreement is for a 'long term hire', the fee will normally be calculated for a period of at least ten hires. A payment schedule for long-term hire will be agreed on an individual basis. If the long-term hire period is altered, this may result in the fee being altered.
6. Payments are to be made to Saracens Multi-Academy Trust by BACS payment, using the details provided on invoices made to Hirers.
7. Where necessary, additional hire conditions may be issued to The Hirer, depending on the use or specifics of the agreed hire. These special conditions shall form part of the hire agreement and shall be subject to these terms and conditions.
8. The contract and hire rate will be reviewed on at least an annual basis; but in respect of long-term hires, at the end of each term, unless agreed otherwise at the time of the initial booking.
9. **Room booking times:** The facilities are normally available between 6pm and 7pm on weekdays and 9am and 4pm on Saturdays and Sundays. Bookings required outside of this time will be considered on an individual basis dependent on the proposed use. The premises must be booked for the actual time that they are to be used, and the Trust may include cleaning and set-up time at its discretion. This will be made clear when the booking timetable and fee is agreed.
10. **Room capacity:** The Hirer agrees not to exceed the maximum permitted number of people per room including the organisers / performers. The maximum permitted numbers are 250 people in the Hall.
11. **Wifi and Internet acceptable use:** The Hirer will abide with, and will ensure that all users within their hire abide with the wifi and internet acceptable use agreement at all times. Any actions or behaviour exhibited outside of the agreement may result in the Hire being cancelled.
12. **Induction:** The Hirer will be issued with, or may request, an induction sheet (where such documentation is not provided within the site) providing information about fire safety, accident reporting, key holder policy, code of conducts, rules around signing in and out sheet/register etc. The Hirer must make themselves familiar with this information and ensure they operate within the policies, when on the premises.
13. **Premises conditions:** At the end of the hire, the Hirer is responsible for leaving the premises and surrounding areas in a clean, tidy, and functional condition, replacing any equipment or furniture in its original position, and securing the premises, unless directed otherwise.
14. **Facility use:** The Hirer shall only use the permitted facilities, including the car park, toilet(s), and surrounding areas, for the purposes agreed.

15. **Premises attendance:** The Hirer is responsible for making sure that the premises are not left unattended or insecure at any time during or at the end of the hire period. This can be handled by confirming the ongoing presence with the caretaker/staff member. The Hirer agrees to be present at all times during the hire and to be responsible for supervision of the premises, its' fabric and contents; the care of those using the premises under their hire; the behaviour of all persons using the premises, whatever their capacity, including proper supervision of car parking arrangements.
16. **Disabled parking:** The Hirer shall be respectful of the allocated disabled parking spaces and ensure that they are utilised by blue badge holders only.
17. **Health and Safety:** No activity that might constitute a risk to Health and Safety, the premises or its surroundings shall be carried out.
18. **Smoking:** Smoking in all parts of the premises (including the toilet and changing room areas) is strictly forbidden.
19. **Fire safety awareness:** The Hirer must make themselves aware of the fire safety procedure and is responsible for ensuring that this information is passed to all present during the hire and that all aspects of the procedure are adhered to. The Hirer is responsible for ensuring that all fire exits are in good working order and routes are free from obstructions; there are no obvious fire hazards or tripping or slipping hazards. In the event of a fire emergency, the Hirer is responsible for alerting the emergency services and evacuating the building.
20. **Injuries and equipment failure:** The Hirer must report all accidents involving injury to the public to the Office Manager or, in her absence, the CFOO as soon as possible. Any failure of equipment that either belongs to the premises or has been brought in by the Hirer must also be reported as soon as possible.
21. **Events license:** If the Trust agrees to hire the premises for a licensable event, it will be the Hirer's responsibility to apply for a Temporary Events Notice. A temporary event notice (TEN) is required if you wish to hold an event, involving less than 500 people, at which one or more licensable activities will take place, such as serving or selling alcohol, providing late-night refreshments, or putting on regulated entertainment.
22. **Licenses and copyright:** The Hirer is responsible for covering additional licenses, including but not limited to copyright or sync licenses, as needed for their functions. The Hirer agrees to indemnify the Trust against all sums of money which the 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. The Hirer is reminded that it is illegal to photocopy music or plays without the express permission in writing of the copyright holder except in certain circumstances.
23. **Alcohol:** The Hirer will not allow the consumption, serving or selling of alcohol on the premises, except as permitted both by the terms outlined elsewhere and with specific permission of the Trust.
24. **Disruption:** The Hirer shall ensure that, to avoid disturbing neighbours and to avoid violent or criminal behaviour, care shall be taken to avoid excessive consumption of alcohol. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Alcohol shall not be served to any person suspected of being drunk, or to any person suspected of being under the age of 18. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way must be asked to leave the premises. No illegal drugs may be brought onto the premises.
25. **Sound:** Amplified sound must be contained within the building and the Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning.
26. **Alterations to the site:** The Hirer, and those using the facilities in their charge, must not make any alterations or additions including attaching anything to the walls, floors or ceilings without prior

written permission from the Trust, nor must they in any way damage any part of the building, furniture, equipment etc. If any permission is granted, the Hirer must remove all articles at the end of the hiring unless otherwise agreed. Any unauthorised articles left on the premises will be disposed of. The Hirer will make good, to the satisfaction of the Trust, any damage caused by such installation and removal.

27. **Damage to property:** The Trust reserves the right to charge the Hirer for any loss or damage caused to the premises or equipment therein.
28. **Loss of property:** The Trust will not be responsible or liable for, or in respect of, any damage to or loss of any property, placed or left in the premises, including property stored in the shared storage areas. Property left in the storage areas must be by prior agreement, and only agreed items may be stored
29. **Prohibited items:** No naked flames, in the form of candles, gas cookers, incense burners etc. are permitted on the premises. The Hirer shall ensure that no unauthorised heating appliances shall be brought onto the premises. Portable Liquefied Propane Gas (LPG) heating appliances will not be used. No highly flammable substances shall be brought into, or used on, the premises. No latex materials, including balloons, may be brought onto the premises. No peanuts are permitted on site.
30. **Electrical equipment:** All electrical equipment brought onto the premises shall be subject to regular PAT testing and certification provided in evidence. The intention to use any electrical equipment must be notified on the hire application form. The Trust Board disclaim all responsibility for all claims and costs arising out of or in any way relating to such equipment.
31. **Assembly Point**
- a. The assembly point will be the Lower playing fields.
 - b. Once at the assembly point the caretaker will come to the Hirer as soon as possible and let the Hirer know when it is safe to return or what action needs to be taken.
 - c. The Hirer/club organiser or another designated person must take the responsibility of Fire Warden. Once at the place of assembly a roll call or count must be taken and it is the responsibility of the Warden to have an up to date list of all attendees. Should anybody be missing the Fire Brigade/ Caretaker on duty must be informed immediately.
 - d. If danger to life is present the Fire Brigade will search for missing persons. Nobody will be allowed to re-enter a building. In the case of a drill, or false alarm, permission to re-enter the building is given by the caretaker on duty.
 - e. Circumstances will dictate as to whether fire-fighting operations should be attempted; the important thing is that **FIREFIGHTING MUST ALWAYS BE SECONDARY TO LIFE SAFETY.**

32. **Indemnity and Insurance**

- a. Lettings are made on the agreement that the Trust is indemnified by the Hirer against any loss, damage, costs and expenses during the use of the premises by the Hirer except where such loss, damage costs and expenses are directly attributable to the negligence of the employees of the School/Trust.
- b. The Hirer shall provide suitable information that they are covered by their own insurance against claims arising out of bodily injury or illness (fatal or otherwise) to any person and/or costs, fees, expenses, loss or damage caused to property or the premises by any act or neglect of himself, his servants, agents or any person resorting to the premises by reason of the use of the premises by the Hirer. No booking will be confirmed until proof of insurance cover has been provided.

- c. The suitability of such insurance shall be checked by the CFOO, and any issues that cannot be immediately resolved with the Hirer concerning such insurance escalated to the Chair of the Audit and Risk Committee (see 1.2) as representative of the Trust.
 - d. Unless specifically agreed by the Trust, the insurance cover shall provide a limit of indemnity of not less than £5,000,000 (five million pounds) in respect of any one incident and to include liability for the premises including liability for fire and explosion risks arising from the hire of the premises.
 - e. Where the hirer has taken out additional insurance, then to the degree of overlapping coverage, the additional insurance must be drawn on first.
 - f. The Trust shall not be responsible for any injury to persons or damage to property arising out of the letting of the premises.
33. **Behaviour:** The Hirer must not do anything or permit any action which would, or might, constitute an illegal or immoral activity affecting the Trust's premises or which would, or might, vitiate in whole or in part any insurance effected in respect of the premises from time to time.

34. **Charges and cancellations**

- a. Charges are always specified in writing to the Hirer including any review arrangements.
- b. The Trust may cancel without notice any letting for which payment has not been received. This may be a single event or, for multiple lettings, the first in the series for which payment has not been received.
- c. The letting may be cancelled by the Hirer, provided that in each circumstance at least one month's notice is given. Cancellations made less than one month before the event date will be charged in full.
- d. For bookings made on a regular basis, i.e. at least ten bookings per term, the following notice period will be required for 'one off' cancellations: over 7 days' notice, no cancellation charge, 72 – 168 hours, 50% charge and less than 72 hours, 100% charge.
- e. The Trust may cancel a letting giving 14 days' notice. In such circumstances any deposit or other payment received for the cancelled event will be refunded. In exceptional circumstances where the requirements of a Trust activity necessitate the cancellation of an event with less than 14 days' notice, the Trust may at its sole discretion offer an alternative date to hire or issue a full refund.
- f. The Trust may also cancel a letting on no notice in the event of the Hirer damaging the site, committing any illegal or unlawful activity, harming the Trust's reputation or a material breach of the terms and conditions. In this event, all fees associated with bookings more than 14 days away will be refunded (excepting damage costs retained). Fees associated with bookings less than 14 days away will be refunded at the discretion of the Trust Business Manager.
- g. The Trust will not accept any responsibility for any loss, or other expenses however incurred by the Hirer, in the event of a cancellation by the Trust of the letting as a result of circumstances beyond its control (including, without prejudice to the generality of the same, industrial action by its employees, or others inclement weather, failure of electricity/gas supply, health and safety issues relating to factors beyond the control of the Trust). The decision of the Trust as to whether a letting should be cancelled shall be binding on the Hirer.
- h. Notification of any cancellation shall be in writing and may be by email, fax or recorded delivery letter.
- i. Where the premises are not left in their original condition, the Hirer will be responsible for paying any costs associated with full re-instatement.
- j. In the event of government-imposed restrictions that make a booking impossible to either host (by the Trust) or to legally attend (by the hirer and attending members), then a credit for a future re-

booking will be provided. Where said restrictions merely make an event difficult to attend, then whether such disruption is sufficient to provide a credit will be at the discretion of the Trust Business Manager.

35. **Sub-letting:** The Hirer shall not sub-let the premises, underlet or share possession with any other parties.
36. **Right of Access:** The Trust reserves the right of access to the premises during the hiring. (The CFOO or Office Manager may monitor activities from time to time.)
37. **Vacation of premises:** The Hirer shall ensure that the premises are vacated promptly at the end of the hiring session. The Hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult.
38. **Safeguarding:** The Hirer shall ensure that any activities for children comply with the provisions of the Children Act 1989 and subsequent legislation, and that only fit and proper persons, who have passed Enhanced Disclosure and Barring Service (DBS) checks where required, have access to the children and vulnerable adults. If the Hirer is a childcare organisation they must provide a copy of their safeguarding policy, in addition to ensuring staff hold a valid DBS check.
39. **Safeguarding policy:** If responsible for children or vulnerable adults on the premises, in accordance with the codes of conduct, the Hirer must adopt controls and practices to ensure protection at all times. This may take the form of:
 - a. Providing a copy of the Hirer's own safeguarding policy, and the Trust confirming that such a policy meets minimum standards,
 - b. The Hirer signing the Trust's own safeguarding policy.
40. **Selling goods:** The Hirer shall, if selling goods on the premises, comply with trading laws and any code of practice used in connection with such sales. Sales of items must be specifically made clear as part of any booking request.
41. **Negligence:** The School is insured against any claims arising out of its own negligence, so far as is permitted by law.
42. **Refunds:** Refunds will only be given in exceptional circumstances, and requests should be made in writing email to finance@sarsacensbf.org
43. **Occupation:** This hire agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation to the Hirer.

In signing this agreement, you, the Hirer, are accepting responsibility for your use of the premises during the period of occupation.

On behalf of the Hirer:

I have read and understood, and I agree to the conditions of Hire for the Saracens Multi-Academy.

A duly authorised representative of the Hirer / Hiring Organisation

Name:

Date::

Position:

Signature:

On behalf of Saracens Broadfields:

A duly authorised representative of the Hirer / Hiring Organisation

Name:

Date::

Position:

Signature: