

ST JUDE'S CATHOLIC PRIMARY SCHOOL
USE OF SCHOOL PREMISES AND SCHOOL SPORTS PITCH (ES)

This Agreement is made on the date (1) and between the Governing Body (2) and the Hirer (3) named below whereby in consideration of the sum(s) mentioned (4):

A. The Governing Body agrees to permit the Hirer to use the premises (5) for the purpose (6) for the periods (7) and for the age range and numbers (8) all described below:-

1. Date:

2. Governing Body:

(a) Name of a School: St. Jude's Catholic Primary School

Address: Worsley Mesnes Dr, Wigan, WN3 5AN

Telephone Number: 01942 204091

3. Hirer

(a) Organisation:

(b) Authorised Representative:

Address:

Telephone Number:

4. Hiring Fee £

Hire Charge

Equipment Hire

Heat and light

Caretaker

Showering and CleaningN/A.....

Sub-Total £.....

VAT £.....

TOTAL: £.....

Less Deposit £.....

Balance Due: £.....

5. Premises

Hall/Room/Pitch(es)

Other:

6. Purpose of Hiring:

7. Period of Hiring:

Date From:

To:

Hours:

8. Age Range and Number:

Number

8 and under:

16 and under:

Adults:

TOTAL: _____

B. The Hirer agrees with the Governing Body and Education Authority to observe and perform the provisions and stipulations contained or referred to in the Education Authority's Standard Conditions of Hire for the time being in force as annexed hereto (an understanding of which the Hirer acknowledges) together with the special conditions set out in the Schedule overleaf (if any).

Signed:

Designation:

Dated:

**WIGAN COUNCIL EDUCATION AUTHORITY'S STANDARD CONDITIONS OF
HIRE
FOR SCHOOL PREMISES AND SCHOOL SPORTS PITCH (ES)**

1. **THE HIRER:** will, during the period of the hiring, be responsible for supervision of the premises, the fabric and the contents, their care, safety from damage however slight or change of any sort and the behaviour of all persons using the premises whatever their capacity, including proper supervision of car-parking arrangements so as to avoid obstruction of the Highway or any playgrounds.
2. **THE HIRER:** shall not use the premises for any purpose other than that described in the hiring agreement and shall not sub-hire or use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way nor do anything or bring onto the premises anything which may endanger the same or any insurance policies in respect thereof nor allow the consumption of alcoholic liquor thereon without written permission.
3. **THE HIRER:** shall be responsible for obtaining such licenses as may be needed whether for the sale or supply of intoxicating liquor (an application for which licence cannot be made if the Council's deed prohibits the consumption of alcoholic liquor), from the Performing Right Society, or otherwise and for the observance of the same.
4. **THE HIRER:** shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, the Local Magistrates Court or otherwise, particularly in connection with any event which includes public dancing or music or other similar public entertainment or stage plays.
5. **THE HIRER:** shall indemnify the Governing Body for the cost of repair of any damage done to any part of the property including the curtilage thereof or the contents of the buildings which may occur during the period of the hiring as a result of the hiring.
6. **IF THE HIRER:** wishes to cancel the booking before the date of the event and the Governing Body is unable to conclude a replacement booking, the question of the payment or the repayment of the fee shall be in the discretion of the Governing Body.
7. **AT THE END:** of the hiring, the Hirer shall be responsible for leaving the premises and surrounds in a clean and tidy condition, properly secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced, otherwise the Governing Body will be at liberty to make an additional charge.
8. **THE GOVERNING BODY RESERVES:** the right to cancel this hiring in the event of the hall being required for use as a Polling Station for a Parliamentary or Local Government election or bye election or Parents Evening and Open Evening, in which case the Hirer shall be entitled to a refund of any deposit already paid.
9. **IN THE EVENT:** of the Hall or any part thereof being rendered unfit for the use for which it has been hired the Governing Body shall not be liable to the Hirer for any resulting loss or damage whatsoever.
10. "The Hirer agrees and undertakes to indemnify the Governing Body against all losses claims demands actions proceedings damages costs or expenses or other liability arising in any way from this agreement or any breach of any of the obligations on the part of the Hirer contained in this agreement".
11. No more than the number of persons stated in the model agreement shall be allowed to use the premises at any one time.

12. **No bolts**, nails, screws, bits, pins, spikes or other objects shall be driven into the fabric or furnishings of the premises. No articles may be fixed thereto and there shall be no structural alterations.
13. **No slogans, advertisements, flags, emblems or decorations** shall be displayed outside the premises.
14. **No exits** may be blocked or chairs or obstructions placed in corridors or fire appliances removed or tampered with and the Hirer shall ensure that users of the premises are aware of the locations of emergency exits and that the Hirers staff know the location of fire fighting equipment.
15. **Any lights** or other electrical apparatus which shall be connected to the electrical installation in the premises shall be properly insulated and used and electrical plugs and sockets shall not be overloaded.
16. **All scenery** and costumes used for stage performances and the like must be fireproofed.
17. **All functions** must be open for inspection by Officers of the Education Authority and the Police.
18. **If the hiring** includes the use of the School kitchen, the Hirer shall comply with such conditions as the Governing Body may prescribe at the time of the hiring.
19. **The Hirer** shall make such provision for such Insurance cover as the Governing Body may require and shall pay all premiums due thereunder, and produce the policy or policies of insurance 48 hours before the time of the hiring.

ADDITIONAL REQUIREMENT FOR SPORTS PITCH (ES)

20. **Where changing and shower** facilities are provided the Hirer will be responsible for their cleanliness and also for any damage sustained whilst being used by them. The Governing Body accepts no responsibility for personal belongings left in changing rooms during the period of hire. Dressing room accommodation must only be used by teams playing on the pitch(es) and not by teams playing elsewhere.
21. **Correct footwear** must be worn at all times e.g. when using the MUGA, no studs are permitted. Any damage caused by incorrect footwear must be paid for by the hirer.

The Hirer shall indemnify the Governing Body against any accident or injury arising from the Hirers use of the pitch(es).
22. **The Hirer** must keep strictly to the sports pitch(es) allocated and must not transfer to adjoining vacant pitches (or grounds) without first obtaining the necessary authorisation of the Governing Body. The Hirer will run the risk to losing its pitch allocation if found defaulting.
23. **Where the Hirer** shares the pitch(es) with another Hirer it is either the Hirer or League Secretary's duty to arrange fixtures accordingly. Any duplication of home fixtures will be resolved by the respective Hirers. Hirers League Secretaries must provide a list of all home fixtures to the Governing Body on either monthly or weekly basis.
24. **When exceptionally bad weather** prevails the decision of the Governing Body on the suitability of the using the sports pitch(es) shall prevail and be final.