

**FORM FOR LICENCE TO HIRE AGREEMENT**

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**TO BE USED ONLY FOR NON-EXCLUSIVE (i) ONE –OFF OR OCCASIONAL SHORT-TERM HIRE (LESS THAN THREE MONTHS’ DURATION) OR (ii) REGULAR REPEAT FOR SHORT PERIODS OUTSIDE SCHOOL HOURS (FOR MAXIMUM OF ONE SCHOOL YEAR)**

**ANY OTHER ARRANGEMENT MUST BE REFERRED TO THE DIOCESAN TRUSTEES, THROUGH THE DEPARTMENT FOR SCHOOLS AND COLLEGES, AND SHALL NOT BE VALID IF PURPORTED TO BE GRANTED BY THIS AGREEMENT**

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**For the hire of a room/hall/pitch/field/play area/changing room/  
shower facility/other ..... (the Hired Space’)**

delete/complete as appropriate)  
**Plan attached YES/NO**

**AT** .....SCHOOL(“School”)  
(full name of school)

.....  
(address of school)

on dates(s) .....

**DURING THE HOURS OF** .....(“Period of Hire”)

**FOR THE PURPOSE OF** ..... “Permitted Use”)

**BY** .....(“Applicant”)  
(applicant’s name)

**of** .....  
.....  
(address and postcode)

.....  
(telephone)

**Contact Name** .....  
(if corporate hirer)

**Hiring Fee** £..... (for each date – total .....

**Deposit** £.....

**Please note:**

- A. **THE GOVERNING BODY**  
The freehold of the School is held on trust by Clifton Catholic Diocesan Trustees Registered (“the Diocese”) and the operation of the School and the management of use of the Hired Space is vested in the Governing Body of the School (“the Governing Body”)
- B. **APPLICATION**  
All communications for the hire of the Hired Space must be returned to the School addressed to the Clerk of Governors who may call for more details before the hiring is permitted.
- C. **APPLICANT**  
The Applicant who signs this form must be over 18 years of age and shall be personally responsible for all payments and compliance with the terms of hire.

**D. PERMISSION TO USE THE HIRED SPACE**

If the Governing Body has confirmed agreement by signature below the Applicant is given licence to use the Hired Space for the purposes stated above and no other purposes on the terms set out above and the terms of hire set out below of this permission.

**TERMS OF LICENCE TO HIRE**

**1. FEES AND DEPOSIT**

- 1.1 The hiring fee and any deposit must be paid to the Head (on behalf of the Governing Body) at the time of booking.
- 1.2 Special arrangements may be made for multiple bookings at the discretion of the Governing Body.
- 1.3 The deposit will be used towards making good any damage loss or costs connected with the hiring and any balance will be returned to the Applicant. Paying a deposit does not limit the liability of the Applicant.

**2. APPLICANT'S UNDERTAKINGS**

- The Applicant shall in any use of the Hired Space:
- 2.1 responsible for the Hired Space and the behaviour of all persons connected with this agreement and their car parking arrangements so as to avoid any obstruction to the Governing Body or other users of the Hired Space and the School or those in the vicinity of the School.
  - 2.2 Take all precautions for the safety of all persons entering/using the Hired Space during the period of hire.
  - 2.3 Prevent the Hired Space being used in such a way which is unlawful or contrary to the doctrines of the Roman Catholic Church or which does or may cause a nuisance annoyance or disturbance to others in the vicinity of the Hired Space or the School.
  - 2.4 Prevent damage to any part of the School which includes but is not limited to any decorations furniture fixtures and fittings building fabric and be liable for any damage to the School connected with the hiring
  - 2.5 In the event of any damage to the School connected with this agreement to pay to the Governing Body on demand the costs of any repair and any loss of income resulting from the School not being used which is attributed to the damage.
  - 2.6 Not move or alter or add to any furniture or equipment or electrical or heating or lighting systems or install or use any electrical gas or oil powered appliance at the School without the prior agreement of the Governing Body.
  - 2.7 Prevent the consumption of alcohol gambling or gaming broadcasting filming or public performance at the Hired Space unless the prior written approval of the Governing Body has been obtained and all legal requirements are met in full.
  - 2.8 Obtain any necessary consents, licences or permissions for the use of the Hired Space and comply with them and any statutory common law or other requirements of any competent authority.
  - 2.9 Prevent smoking on any part of the Hired Space
  - 2.10 Leave the Hired Space in a clean and tidy condition and securely locked with all furniture or equipment returned to their original positions (unless otherwise agreed by the Governing Body).
  - 2.11. Observe any security requirements for the use of the Hired Space as the Governing Body may specify.
  - 2.12 Indemnify the Governing Body to Head and the Diocese from and against all actions proceedings costs claims and demands or other liability which may arise in any way whatsoever in connection with the hiring including (without limitation) any breach of the terms of this agreement.
  - 2.13 The Applicant confirms that the Applicant is insured in the minimum sum of £2 million in support of its obligations under this agreement and if required will on demand produce to the Governing Body evidence of such insurance. Failure to produce satisfactory evidence of such insurance may result in immediate cancellation at any time of this agreement by the Governing Body.
  - 2.14 Not to impede the Governing Body the Diocese the Head or anyone authorized by them in the exercise of the Governing Body's and Diocese's rights of possession and control of the School.
  - 2.15 To observe the regulations made by the Governing Body or the Head from time to time.
  - 2.16 Not to affix or display any signs flags or advertisements at the School without the Head's consent.
  - 2.17 To be responsible for the efficient supervision safety and good order of all those making use of the School pursuant to this agreement.

**3. CANCELLATION BY APPLICANT**

- 3.1 If the applicant wishes to cancel the hiring in whole or in part the Applicant must give to the Governing Body notice to that effect.
- 3.2 If such notice is given not later than (one month) prior to the Period of the hiring and if the Governing Body is able to effect an alternative hiring then the Governing Body will refund to the Applicant the

Fee less a 10% administration charge but otherwise the Governing Body will be entitled to retain the whole of the Fee.

**4.0 CANCELLATION BY THE GOVERNING BODY**

- 4.1 The Governing Body may cancel the hiring if the Hired Space is required for any purpose in connection with a Parliamentary or local government election or if the Hired Space is rendered unusable.
- 4.2 If the hiring is cancelled for any such reason as is mentioned in Condition 5.1 the Governing Body will give the Applicant the maximum practicable notice and refund the Fee but will not otherwise be liable to the Applicant.

**5.0 BREACH BY THE APPLICANT**

If the Applicant fails to observe and perform any of these conditions the Governors Body may:

- 5.1 Charge to recover from the Applicant any expenses incurred by the Governing Body and the Diocese in remedying any such failure including the cost of employing attendants workmen cleaners or other persons as may be appropriate and
- 5.2 cancel this or any other hiring of the Hired Space by the Applicant without incurring any liability to the Applicant for the return of any fee or otherwise.

**6.0 GENERAL**

- 6.1 The Governing Body gives no warranty that the Hired Space is legally or physically fit or suitable for the Applicant's purposes and the Applicant must satisfy him/herself as to its suitability.
- 6.2 The Governing Body and the Diocese and all persons authorized by either of them have the right to enter use and occupy the Hired Space at all times.
- 6.3 The hiring does not grant any interest or estate in the Hired Space and is not intended to create the relationship of landlord and tenant.
- 6.4 The Applicant shall pay any VAT chargeable in respect of any supply made to the Applicant.
- 6.5 Neither the Diocese nor the Head nor the Governing Body shall be liable for the death or injury to or damage to any property of or for any losses claims demands actions proceedings damages costs or expenses or other liability incurred by the Applicant or any person enjoying or purporting to enjoy the benefit of this agreement (to the extent that exclusion of such liability is permitted by law).
- 6.6 The Special Conditions attached shall apply to this agreement.

I accept the above terms of hire.

**SIGNED**

.....  
(Applicant)

**DATE** .....

**CONFIRMED and AGREED**

.....  
Clerk to the Governing Body/Head on behalf of the Governing Body

## **BRIEFING NOTE TO SCHOOLS**

- The agreement is intended for use in relation to applications for use of space at schools, for example, during holidays or evenings. The agreement should **not** be used for continuous hire (i.e. every day or weekday from and to specified dates) for a period of more than three months' duration. Any regular repeat hire (such as regular evening use) should be reviewed every school year by the Governors and fresh agreements entered into for each school year.
- The document takes the form of an application to be completed by the applicant (after the school has completed the school's details), signed by the applicant and returned to the Clerk of Governors.
- The Governors will then consider the application and, if agreed, countersign the agreement.
- It is suggested that the application is prepared in duplicate so that each party has one copy signed by both parties.
- It is very important that the Applicant's insurance provision is checked as, without this, liability can potentially fall on the governing body should someone injure themselves on the property.
- Careful consideration should be given to taking deposit on each occasion.
- Each school should review the terms of the agreement so that they are familiar with them.
- If there are any special conditions which apply to a particular school, these should be added to the agreement by attaching a schedule of those conditions before sending the form to the applicant for completion.
- If schools in their operation of the agreement have any suggestions to improve the agreement, these would be welcome. Could these please be forwarded to Peter Bradshaw or David Byrne?