WORCESTERSHIRE COUNCTY COUNCIL
VAT reg. No. GB705 6721 42

APPLICATION/INVOICE FOR THE HIRE OF FACILITIES

At: **HARVINGTON CE FIRST & NURSERY SCHOOL, 43 VILLAGE STREET, HARVINGTON, EVESHAM WR11 8NQ**

Using a black pen, the applicant must complete sections A,B,C & D . Section E is for school use only.

School Use.
Booking No:
.....
Receipt No(s):
.....
.....
.....

A

Name of Organisation
Nature of Organisation
Applicant Name: Position in Organisation:
Address: Tel No (Day):
Tel No (Eve):
Mobile No:
Post code: Email:

B

Purpose of use:
Day(s) and Date(s) required:
Time(s) required: From: To:
Estimated numbers attending:

C List precise facilities required (rooms, pitches, etc)

No of chairs ☐
Piano ☐
Stage lighting ☐
Heating ☐

} Tick as appropriate

D **Declaration**

*I confirm that the organisation/hirer has Public Liability insurance cover thus:
Name of Insurer:
Policy Number:
Expiry Date:
Limit of Indemnity: £

I undertake to pay the appropriate hiring charges (including any charges arising from use additional to that specified above), to observe and be bound by the conditions of hiring detailed overleaf, together with any additional conditions set by the School/County Council, and to indemnify the School/County Council against any claims for loss or damage or personal injury or any associated costs arising from this agreement.
I also confirm that where appropriate, this organisation has documented adequate child safeguarding policies in place.

Applicant's
Signature.....Date.....
...

E

School Use
INVOICE

	£	P
Total (excl.V.A.T)		
V.A.T (if applicable)		
Deposit (refundable)		
ParentPay fee		
Total Payable		

Approval of Letting

In the case of the hirer declaring they have Public Liability insurance, I confirm that I have seen the hirer's own public liability insurance cover certificate.

I also confirm that I have seen relevant child safeguarding documentation, where applicable, from this hirer.

.....
(signed Head Teacher)

Date:.....

All hire charges MUST be paid up-front (no later than 7 days before the date of hiring). We are a cashless school, however, we will accept cheques (made payable to Worcestershire County Council) for one-off lettings from external groups and payment via ParentPay for all other hirers if appropriate.

Please ensure appropriate risk assessments include any use of roller blinds. These must not cover fire exits or, if in use, a nominated person is allocated to roll them up and ensure exits are accessible.

worcestershire
countycouncil

Conditions of Hire for Buildings

Throughout this document and solely in relation to it, the term 'Council' means Worcestershire County Council and includes where appropriate the Governors of any school administering lettings under delegated authority.

1. All applications for the hire of accommodation must be made in writing at least seven days before the accommodation is required. The person who signs the application will be considered by the Council for all purposes to be the hirer. Where a promoting organisation is named in the application for hire that organisation will be similarly considered to be the hirer and will be jointly and severally liable hereon with the person who signs the application.

The Council reserve the right to impose further conditions to meet the particular requirements of the hirer and may, at their absolute discretion and without reason being given, refuse to grant any application for the hire of accommodation and facilities or cancel without notice any hiring previously accepted.

2. The charges for the hired accommodation and any other additional sums payable by the hirer will be as set out in the Council's scale of charges or as otherwise determined by or on behalf of the Council.

The Council may at their absolute discretion and without reason being given require a deposit from the hirer in addition to the charges for accommodation. Such a deposit will be returnable after the hiring provided there has not been any breach of Conditions 10 and 20.

3. The numbers of persons attending the function must be notified to the Council not less than 48 hours prior to the function. Numbers notified are not to be exceeded under any circumstances except by prior agreement in writing. In no case will persons be admitted to social functions after 10.00p.m. and in all cases use of the accommodation must be terminated no later than 3.00a.m. (Saturdays 12 midnight).

4. The hirer shall provide at the hirer's cost such numbers of attendants and stewards as may, in the opinion of the Council or their authorised officer, be necessary to secure the observance and performance of the stipulations contained in these Conditions including those relating to the observance of fire precautions. Such attendants and stewards shall be the servants of the hirer, but will comply with the reasonable requirements of the Council in the performance of their duties

5. If the hirer fails to observe and perform any one or more of the stipulations contained herein the Council may:
a) charge to and recover from the hirer any expenses incurred by the Council in engaging police constables or other persons to secure such observance and performances:

b) Cancel any other engagements for any room or rooms in the hired premises that the hirer may have made without incurring any liability to the Council whatsoever other than for the return of any fee paid.

c) Charge to the hirer the cost of clearing the premises of litter in accordance with the provisions of the Environmental Protection Act 1990.

6. Specific written permission from the Council must be obtained by the hirer before intoxicating drinks may be brought onto the premises. The sale of intoxicating liquor at the hired premises may only be undertaken by the current holder(s) of a Justices Licence and in accordance with the provision of that Licence. The hirer is responsible in all respects for applying for and ensuring compliance with any such Licence.

7. The hirer shall, if required by the Council, supply for approval, a copy of the programme of any proposed entertainment not less than 7 days before the presentation of such entertainment.

8. No copyright, dramatic or musical work shall be performed or sung without the licence of the owner of the copyright and all such licences shall be produced to the Council before the commencement of the hiring. The hirer shall indemnify the Council against any infringement of copyright which may occur during the hiring.

9. The hiring does not entitle the hirer to use or enter the premises at any time other than the specified hours for which the accommodation is hirer unless prior arrangements have been made with Council which will grant reasonable access before and after the hiring period in accordance with the availability of the accommodation.

10. The hirer shall take good care of and shall not cause any damage or permit or suffer any damage to be done to the hired premises or to any part or parts thereof or to any fittings, equipment or other property therein and shall make good and pay for the damage thereto (including accidental damage) caused by any act of neglect of the hirer, the hirer's servants, agents or any person resorting to the hired premises by reason of the use of the hired premises by the hirer.

11. The Council will not accept responsibility or liability in respect of any damage or theft or loss of any property, goods, articles or things whatsoever placed, deposited, brought into or left upon the hired premises either by the hirer for the hirer's use or purpose or by any other person, or left or deposited with any officer or servant of the council and the hirer must indemnify and hold the Council and their servants and officers harmless in respect thereof. It is the responsibility of the hirer to provide cloakroom attendants, and Council employees are not permitted to assist in the cloakrooms.

12. The Council shall not be liable for any loss due to any breakdown of machinery, failure of supply of electricity, leakage of water, fire, Government restriction, strike, Act of God, or any unforeseen circumstances which may cause the premises to be temporarily closed or the hiring to be interrupted or cancelled.

13. The hirer shall be liable for and shall indemnify the Council in respect of any loss, damage or injury which may be incurred by or be done or happen to the hirer or any person in the hirer's employ or any of the hirer's sub-contractors or by or to any other person or persons resorting to the hired premises by reason of the use of the hired premises by the hirer.

14. The Council may require any hirer to disclose to them the arrangements (including any insurance in relation to any liability) made or effected by the hirer for damage accepted by the hirer, or in relation to any indemnify hereby given.

15. The hirer shall not himself let, hire or licence to any other person to let the hired premises or any other part thereof. Should the hirer fail to comply with this condition the hiring will stand cancelled and charges paid forfeited and the hirer and sub-hirer excluded from the accommodation.

16. The right of entry to the hired premises is reserved at any time during the hiring to any member of the Council, any officer of the Council on duty, any police officer on duty and any other person (whether employed by the Council or not) lawfully undertaking duties connected with the safety or security of the accommodation, or with the health, safety or welfare of the persons therein.

17. The hirer, the hirer's servants, agents and contractors shall during the hiring and during such other times as they or any of them shall be in the hired premises for the purpose of hiring comply with all reasonable requirements of the Council or their authorised officer.

18. The hirer shall during the hiring be responsible for:

a) The efficient supervision of the hired premises including the effective control of children, the orderly and safe admission and departure of persons to and from the hired premises and the orderly and safe clearance of the hired premises in case of emergency;

b) The safety of the hired premises and the preservation of good order and decency therein;

c) Ensuring all doors giving egress from the hired premises shall be kept unfastened and unobstructed and immediately available for exit during the whole time the hired premises are in use and no obstruction shall be placed or allowed to remain in any corridor giving access to the hired premises.

19. Except with the consent in writing of the Council the hirer shall not cause or suffer any animal in the hirer's charge or in the possession of any person resorting to the hired premises during the hiring to enter or remain in the hired premises.

20. The hirer shall at the expiration of the period of the hiring leave the premises in a clean and orderly state.

Hirers are reminded that in accordance with their duties under the Environmental Protection Act 1990, the Governors or the school require the premises to be left free of litter. Failure to clear the premises of litter after use may result in the Governors charging to the hirer the cost to them of so clearing, and repeating failure to remove litter after use may result in the cancellation without notice of any hiring in accordance with condition 1 hereof.

21. No inflammable materials shall be allowed within six feet of any light in the building.

22. No bolts, nails, tacks, screws, bits, pins or other like objects shall be driven into any part of the hired premises nor shall any placards or other articles be fixed thereto.

23. The Council or any person so authorised by the Council can stop any entertainment or meeting not properly conducted.

24. No publicity or advertising material, flags, notices, emblems or other decorations shall be displayed within the grounds and premises of the hired premises or on the gates, walls, fences and hedges forming the boundary of the premises without the previous consent in writing of the Council.

25. Any lighting and audio/visual equipment supplied by the Council shall at all times be operated by persons employed by the Council for that purpose and no other person whatsoever shall operate or attempt to operate or interfere with the lighting or audio/visual equipment without express prior permission.

26. No additional lights or extensions form the existing electric light fittings, nor audio/visual equipment provided by the hirer or his agents shall be used without the previous consent of the Council, and any such lights, extensions or equipment shall be disconnected or switched off if any authorised officer of the Council so requires.

27. No persons other than persons directly concerned with the presentation of any function shall be permitted on the stage (if any) or in the ancillary adjoining the stage (if any).

28. Except with the previous consent in writing of the Council, no part of the hired premises shall be used by the hirer for the sale of anything whether by auction or otherwise except when the hired premises are specifically hired for the purpose of holding such a sale.

29. The property of the hirer and the hirer's agents must be removed before 12 noon on the date next following the period of hiring or additional fees will be charged for each or part day until the same is removed. The Council accept no responsibility for any property left on the premises after the hiring.

30. Smoking may be prohibited by the Council in any of the rooms hired.

31. All scenery and costumes used for performances and the like must be fire proof.

32. The express written permission of the Council must be obtained for the use of streamers, balloons or confetti.

33. No exit may be blocked, chairs or obstructions placed in corridors or internal doorways, or fire appliances tampered with or removed. Please refer to condition 18.

34. Any special staging or equipment required and provided by the hirer shall be a matter of negotiation between the hirer and the Council's authorised officer.

35. If the hirer wishes to cancel a single booking at least 3 clear days' written notice shall be given or for cancellation of an arrangement to hire premises regularly, 1 month's written notice is required otherwise the Council shall be entitled to retain the fees paid. If, as a result of such cancellation, the Council incurs a loss in excess of the fees paid by the hirer, the hirer shall pay to the Council as liquidated damages the amount of such loss.

36. Any complaint arising out of the hiring must be made in writing to the Council.

37. Any notice, demand or request by the Council to or upon the hirer may be sent by ordinary pre-paid post addressed to the hirer at the hirer's address given in the hirer's application and shall be deemed to be made or served at the time when the letter containing the same would be delivered in the ordinary course of post.

38. The hirer is requested to contact the Council to obtain details of the prevailing fire precautions and security arrangements.

39. The hirer is to be responsible for the conduct of his own employees, agents and contractors including all health, safety and welfare matter. The hirer must make his arrangements in such a way as to ensure at all times:-

(i) Compliance by him of his responsibility under the Health and Safety at Work Act; and,

(ii) Compliance and co-operation by himself and his employees, agents and contractors with any arrangements made by the Council for security of the hired premises or any part there of or to secure compliance with any duty or requirement in relation to health and safety at work.

40. The hirer shall be responsible for (and shall indemnify the Council against any breach) compliance with any statutory provisions relating to the preparation, display and sale of food for human consumption,

41. The hire of accommodation does not include any right to car parking accommodation, except that vehicles bringing passengers, exhibits, fittings etc., may stand in such part of the Carparking area surrounding the premises as the Council may determine for such time as necessary at their own risk.

Director of Corporate Services

County Hall
Worcester
Tel: 01905 763763

N.B.

Where application for letting is for an unspecified period, users should renew their application as necessary for each school year (i.e. commencing September). Such renewed application should be made not later than the end of the preceding May.

Applicants are asked to notify the authority immediately in the event of there being a change in the name and address of the person with whom the Authority should communicate regarding the letting arrangement.