Room hire / lettings booking form - Last Reviewed June 2023

HIRER DETAILS

| Organisation Name |  |
| --- | --- |
| Address |  |
| Primary Contact Name |  |
| Primary Contact Tel |  |
| Primary Contact Email |  |
| Details of hired space | |
| Location of Hire (School) |  |
| Location of Hire (room/area) |  |
| Purpose of hire |  |
| Availability of use  Date(s)  Time(s) |  |
| Cost of hire |  |
| Is this a recurring request, or one off? If recurring, indicate the frequency and number of occurrences (e.g. weekly, 10 weeks) |  |
| Number of expected participants in the activity |  |
| Additional equipment you will require from the Trust (please note we may not always be able to provide this but will inform you where this is/is not possible) |  |
| Additional equipment you will be providing yourself |  |
| IT access requirements (Wi-Fi etc) |  |
| Parking Requirements |  |
| Catering requirements |  |

ROOM HIRE/LETTINGS SERVICES AGREEMENT 2023-24

TERMS OF BUSINESS

This agreement, dated ………………… is made between:

………………………………………………………. (the Hirer) and

EKC Schools Trust, Ramsgate Road, Broadstairs, CT10 1PN (the Trust)

Known as the ‘Parties’

| 1. | CONTRACT |
| --- | --- |
| 1.1 | The signed booking form and agreement shall constitute the contract between the Parties. Completion of both documents is regarded as acceptance of the Trust’s Terms of Business, to the exclusion of any others. |
| 1.2 | This agreement does not constitute or infer any legal ownership in full or part by the Hirer of any part of the Trust’s premises, whether hired or not. |
| 2. | PERIOD OF AGREEMENT |
|  | This agreement will commence on the signing hereof and remain in force until the end of the hire period. Hire will commence on ………………(date) and will complete on ……………..(date). |
| 3. | CHARGES AND INVOICING |
| 3.1 | Charges are detailed on the booking form. |
| 3.2 | The Trust will issue an invoice to the Hirer on completion of the event or in accordance with specific billing arrangements agreed between the Trust and the Hirer. |
| 3.3 | Invoices are payable within 30 days of the invoice date and payment shall be by cash, cheque, BACS or debit card. |
| 3.4 | A deposit of 20% will be due at the time of booking where a booking is £1000 or more. |
| 3.5 | Deposits will be set against monies due or to become due from the Hirer in respect of space booked. Deposits are not refundable by the Trust under any circumstances in the event of cancellation by the Hirer or their failure to attend. |
| 3.6 | The Trust is not registered for VAT and therefore there is no VAT chargeable on room hire/lettings. |
| 3.7  3.8 | The Trust reserves the right to charge interest on overdue accounts and to take legal action where necessary to recover debt. The costs of legal action where applicable shall be charged to the Hirer.  A charge of £5.00 will be charged for each EKC Trust room access card or key in the event of any loss or damage. |
| 4. | CANCELLATION |
|  | If the Hirer cancels a booking, the following charges will be imposed: |
| 4.1 | Cancellation more than 4 weeks (28 days) prior to the hire date, no charge. |
| 4.2 | Cancellation 2-4 (14-28 days inclusive) weeks prior to the hire date, 75% of the estimated total account for the event. |
| 4.3 | Cancellations less than two weeks (14 days) prior to the hire date, failing to attend or terminating the agreement at any time during the course of the agreement period, 100% of the estimated total account for the event. |
| 4.4 | The Trust will endeavour to re-let the space allocated to the Hirer and a reduction of the cancellation charge may be made at the Trust’s discretion, if the Trust is successful in re-letting part or all of the allocated space. |
| 5. | CONDITIONS OF HIRE – HIRER |
|  | The Hirer will: |
| 5.1 | Provide an estimated number of attendees at the time of booking and notify the Trust of any significant/ad hoc increases that may impact on the Trust’s insurance, health and safety and/or fire policies. The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached. |
| 5.2 | Not sublet the hired space to a third party or use the space for purposes other than what is defined in the agreement. Access will be limited to the times and locations that are defined in this agreement. |
| 5.3 | Not to undertake or permit any illegal or immoral activity on Trust premises or to allow any activity which could bring the Trust into disrepute. |
| 5.4 | Comply with all due and applicable legislation, Trust polices (i.e. health and safety, fire evacuation, no smoking etc) and government guidance. Carry out suitable and sufficient risk assessments for any activities which carry a degree of risk. The Trust reserves the right to not permit the hirer to occupy the premises if their risk assessment is not suitable or sufficient. |
| 5.5 | Not make any material alteration to the hired space and not to tamper with, remove or damage the Trust’s property. To notify the Trust contact immediately in the event of any such issues or other defects which may arise during the course of the agreement. Not to compromise the security of the hired space or other parts of the Trust’s premises. |
| 5.6 | Be responsible for any damage caused to the allocated space or the fixtures, fittings and furniture therein by any act, default or neglect. The Hirer shall pay to the Trust the amount required to make good or remedy any such damage. |
| 5.7 | Not to allow noxious, explosive or illegal substances to be brought into the Trust or to carry out any activity that could constitute a fire hazard. |
| 5.8 | Ensure that all pertinent licences and permits relative to the playing of and performance of music, theatre productions, public entertainment, use of TV broadcasts, etc. are obtained prior to the commencement of the agreement. The Hirer will meet the costs of purchasing any such licence or permit. This should include those required for use of any third party intellectual property. |
| 5.9 | Ensure that noise levels are kept to a minimum and ensure that activities that may constitute a nuisance are controlled. |
| 5.10 | Provide a detailed list of all contacts and emergency staff in case of emergency. This must be received prior to the start of the hire period. |
| 5.11 | Make arrangements for suitable insurance cover with a reputable company in respect of any claims which might be made against the Trust by third parties. This includes claims for personal loss, injury or damage to property and cancellation. The Hirer must present the insurance policy to the Trust prior to the hire commencement date. The Trust accepts no responsibility for loss or damage to property or individuals whilst on the premises. |
| 5.12 | Vacate the hired space on the expiry of the agreement, leaving the hired space in good order. In the event of the hired space being left in an unreasonable and untidy state, the Hirer will reimburse the cost of additional cleaning incurred by the Trust. If the event overruns, the Trust reserves the right to make such additional charge(s) as shall be considered appropriate. |
| 5.13  5.14 | There is no legal requirement for the EKC Trust to provide first aid facilities for the Hirer. It is the Hirer's responsibility to make their own arrangements, such as the provision of first aid training for supervising personnel, and the provision of a first aid kit, particularly in the case of sports lettings. Use of EKC Trust resources is not available.  The hirer shall not display any advertisement, signage, banners, posters or other such notices on the premises without the prior written agreement from the Trust. |
| 6. | CONDITIONS OF HIRE – TRUST |
|  | The Trust will: |
| 6.1 | Provide the hired space and maintain the fabric of the hired space and common areas. Meet all costs in relation to utilities, cleaning, building insurance, fire safety etc. in accordance with this agreement. |
| 6.2 | Use reasonable endeavours to provide for any increase in numbers in a single space allocated to the Hirer but cannot be held responsible for any failure whatsoever to provide for such increased numbers beyond the capacity of the space originally booked. If further space is required by the Hirer (and it can be accommodated by the Trust), the Trust will make an additional charge. Should the Trust, for reasons beyond its control, need to make any amendments to the booking, we reserve the right to offer the Hirer a suitable alternative space based on the number of attendees. |
| 6.3  6.4 | In the case of a reduction of attendees of more than 10%, the Trust reserves the right to change the allocated space, or place an additional charge on the agreed prices per attendee for the shortfall in numbers.  The Trust reserves the right to not permit the hirer to access the premises if circumstances would make it unsafe to do so. Fire, Flood, Adverse weather, Pandemic, Terrorist Threat, Power Outage etc. |
|  |  |
| 7. | PERSONAL PROPERTY, EQUIPMENT AND STORAGE |
| 7.1 | The Trust does not accept responsibility for loss, theft or damage to personal property and vehicles owned by the Hirer or their customers. |
| 7.2 | The Trust is unable to store equipment and materials on behalf of the Hirer prior to or beyond the date of the agreement. |
| 7.3 | The Hirer is responsible for ensuring that their own equipment and materials are insured. |
| 7.4 | Any electrical equipment used by the Hirer must be PAT certified. Evidence must be supplied to the Trust. |
| 7.5 | The Hirer must not install their own software on any of the Trust’s PCs. |
| 8. | FORCE MAJEURE |
|  | Each party shall give written notice to the other party as soon as it becomes aware of any Force Majeure event, setting out details of the Force Majeure event, its likely duration and the steps being taken and to be taken by the parties to minimise the effect of the Force Majeure on the Parties’ obligations under the Agreement. The parties shall use all reasonable endeavours to mitigate the effects of the Force Majeure event and take appropriate remedial action in order to meet their obligations under the Agreement. Where an event of Force Majeure continues for a period exceeding 90 calendar days either Party may terminate this Agreement immediately by written notice to the other.  The events referred to in this paragraph are:  fire, explosion, flood, reduction or unavailability of power, riot, war, national emergency, act of God, malicious damage, theft, non-availability of material, destruction or damage of essential equipment, pandemic/disease or any other act, omission, or state of affairs of a similar nature beyond the control of either party. |
| 9. | DISPUTES |
| 9.1 | In the event of any dispute arising under the terms of this Agreement the Parties shall attempt in good faith to resolve such disputes by Agreement of the Parties’ authorised representatives at a meeting convened for this purpose. |
| 9.2 | If such dispute cannot be solved by the parties under the provisions of clause 10.1 within 30 days, it shall be referred for review and negotiation between the parties’ head of organisation. |
| 10. | VARIATION |
|  | No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives). |
| 11. | ENTIRE AGREEMENT |
|  | This Agreement, the schedules and the documents annexed to it or otherwise referred to in it contain the whole Agreement. |
| 12. | GOVERNING LAW |
| 13.  14  14.1    14.2 | This Agreement and the rights of the parties under it shall be governed by and construed in accordance with English Law. The parties agree to submit to the non-exclusive jurisdiction of the courts of England and Wales.  DATA PROTECTION  In order to draw up a contract between both parties, the information obtained within on the front sheet will be used to contact you, draw up invoices or notify you of any updates / changes taking place at the facility. This information will be stored in a confidential manner ensuring your information is not passed on or accessible to anyone other than relevant staff within the Trust who manage the booking and any internal/external auditors At 6 monthly periods or upon changes to your booking we may request a new booking form be completed. At this point, any previous information held will be destroyed in the correct manner to keep your data private and safe.  SAFEGUARDING  Hirers undertaking regulated activity  The Trust is dedicated to ensuring the safeguarding of its pupils and wider community.  Hirers providing services to children, young people or vulnerable adults will be undertaking regulated activity. By signing this agreement hirers undertaking regulated activity confirm that all their staff in attendance have relevant DBS checks. Hirers undertaking regulated activity are expected to show they have robust Safeguarding arrangements in place (including safeguarding policies, procedures and codes of conduct that are compatible with those of the Trust and relevant statutory guidance\* as well as appropriate vetting checks, risk assessments, first aid provision) and that there is a named “designated person” for referring Child Protection and Safeguarding concerns. As part of this requirement the Trust may request confirmation of DBS checks, safeguarding policy and other documentation for retention on the Trust’s Single Central Record.  An initial Safeguarding meeting prior to the beginning of a letting will cover local safeguarding procedures and contacts and the expectations in the event of concerns that become apparent during the course of the letting.  *\*The Hirer will be issued with a copy of the local Safeguarding Policy and should demonstrate compatibility with the following statutry guidance:*  [*Information for self-employed providers or volunteers running out-of-school settings - GOV.UK (www.gov.uk)*](https://www.gov.uk/government/publications/information-for-self-employed-providers-or-volunteers-running-out-of-school-settings)  [*Keeping children safe in out-of-school settings: code of practice - GOV.UK (www.gov.uk)*](https://www.gov.uk/government/publications/keeping-children-safe-in-out-of-school-settings-code-of-practice)  If for any reason the Trust is not satisfied, then they reserve the right to cancel any hiring and there shall be no liability to the Hirer other than to refund any hiring fee or deposit paid.  Hirers undertaking non-regulated activity  There are no requirements for hirers conducting nonregulated activities to have, or provide, the trust with safeguarding policies or DBS checks. For this reason, the Trust will ensure the Hirer has designated spaces or timings that avoid them coming into contact with other children, young people or vulnerable adults. The Hirer will be responsible for ensuring group members and staff only use these designated areas during the times agreed.  Signed for and on behalf of the Hirer:   | Name | Signature | Date | | --- | --- | --- | |  |  |  |   Signed for and on behalf of the Trust:   | Name | Signature | Date | | --- | --- | --- | |  |  |  | |