

HIRE AGREEMENT

Artificial Grass Pitch

2023-24



- I/we the Hirer undertake and agree with the Governing Body of Fielding Primary School to perform and observe the regulations and conditions set out in the school's Lettings Policy.
- I/we the Hirer agree to indemnify the Governing body of Fielding Primary School & Ealing Council from and against all loss, damage, costs, claims, demands, expenses or charges which the School or Council may sustain or incur in respect of any matter arising out of the use or the conditions relating thereto, and pay the School or Council on demand all such sums as may be payable by reason of indemnity.
- I/we the Hirer confirm that I/we am/are over 21 years of age.
- If I/we the Hirer have hired a third party organisation, that all relevant safeguarding checks have been completed.
- I/we the Hirer will adhere to the no alcohol/no smoking and the forbidden use of illegal drugs policy on site.
- I/we the Hirer confirm that I/we have received an entry fob and keys.
- I/we the Hirer can confirm I/we have read and agree to the attached Terms & Conditions.
- I/we the Hirer can confirm I/we will meet the expectations required in 'After-school clubs, community activities and tuition' safeguarding guidance, and understand the school will follow its own safeguarding policy in the event of an accident/incident.
- I/we the Hirer can confirm I/we will return the checklist on pages 11-12 from the above safeguarding guidance, if the club/activity is for school age children.

| | |
|---|--|
| Name of Hirer: | |
| Club: | |
| Telephone: | |
| Email address: | |
| Safeguarding checklist returned (n/a if hiring premises for adult use) | |
| Signature: | |
| Date: | |

Office use:

| | |
|--|--|
| Staff member: | |
| Hire agreement signed: | |
| Keys/fob provided: | |
| Insurance certificate £5m received: | |
| Signature: | |
| Date: | |

TERMS AND CONDITIONS

1 OBLIGATIONS OF THE HIRER

1.1 The Hirer undertakes to the School that it shall:

1.1.1 pay promptly to the School on the terms provided in this Agreement all sums and charges due in respect of the Fees;

1.1.2 Use reasonable endeavours to ensure that the use of facilities and all things reasonably connected with it are conducted in a proper and orderly manner;

1.2 The Hirer shall not use or enter the premises at any time other than the specified hours for which the premises is hired

1.3 Comply as far as is reasonably possible with:

1.3.1 the Capacity requirements of the pitch;

1.3.2 the Health and Safety Policy set down from time to time by the School; and

1.3.3 any reasonable rules of the School or applicable to the facilities in respect of health and safety, or conduct of persons as may be notified to the Hirer during the hire period;

1.4 The Hirer shall ensure that all equipment introduced by the Hirer into the pitch comply with all safety regulations and is correctly/properly used and operated in good and safe working order;

4.5 The Hirer shall ensure that all safeguarding checks are carried out on any adults and staff who may have unsupervised contact with children.

1.5 The Hirer is responsible for any loss or damage to the pitch or facilities. The Hirer shall ensure that the School's property is left in a clean, tidy and orderly condition. The Hirer will be charged the cost of any works of repair or reinstatement required as a result of unnecessary and avoidable damage to the ground.

2 FEES, INVOICING AND PAYMENT

- 2.1 The School shall submit invoices to the Hirer on a monthly basis, one month in advance in respect of the Fees arising in that calendar month.
- 2.2 The Hirer shall pay the fees in full, part-payment is not permitted.
- 2.3 Fees can be made by bank transfer (preferred), card payment using our card terminal (operational during school hours), cash or cheque.
- 2.4 Bookings will not be confirmed until payment is received in full.
- 2.5 Fees include use of ancillary facilities in the School House and grass pitch area.
- 2.6 Fees are reviewed annually by Governing Board considering benchmark of similar local facilities.

Fees 2022-23

| Facility | Hire Fee |
|---|-----------------|
| Artificial grass pitch, without floodlights | £42 |
| Artificial grass pitch, with floodlights | £50 |

Hours of Opening

- Monday – Friday, all year round, 6.00pm – 9.00pm
- Saturday & Sunday, all year round, 10.00am – 6.00pm
- Public/bank holidays, 10.00am – 6.00pm

3 BOOKINGS

- 3.1 All bookings must be made by organised sports clubs and organisations.
- 3.2 The hire period must be for a minimum of three months.
- 3.3 All pitch booking applications must be submitted to our Finance Manager: finance@fielding.ealing.sch.uk.
- 3.4 Submission of a booking request does not constitute a contract until the Hirer has signed the Hire Agreement.
- 3.5 As the sole provider, we reserve the right to refuse a booking request without providing reasons.
- 3.6 Long-term booking requests will only be considered, consisting of a minimum term of three months. One-off bookings cannot be accommodated.

4 CANCELLATION

- 4.1 A notice period of 28 days prior to the date of the hire is required to cancel your agreement.
- 4.2 In the event of cancellation less than 28 days prior to the date of the hire, the School will retain 50% of the Hire Fee.
- 4.3 Should pitch conditions or adverse weather conditions impact your booking, a refund will either be issued or the option to book an alternative date provided, subject to availability.
- 4.4 The School reserves the right to cancel a booking or refuse the use of the pitch in cases of misconduct, illegal use, wilful act, neglect or failure to take reasonable precautions.

5 TERMINATION

5.1 The School shall be entitled to terminate this Agreement forthwith by notice in writing without prejudice to its other remedies and, for the avoidance of doubt, without any obligation to return any sums paid to the Hirer, if:

- (a) any monies due and payable under this Agreement (having been validly demanded) have not been paid within 30 days from the due dates for payment.
- (b) the Hirer is in material breach of any of your obligations and have not (in the case of a breach which is capable of remedy) remedied the same within 7 days of a notice from the School requiring it to be remedied; or
- (b) the Hirer ceases to trade or carry on business or are unable to pay your debts or become insolvent or go into liquidation or receivership or administrative receivership or are wound up for any reason.
- (c) the Hirer omits or gives false or misleading information about the nature of your use.

6 MISCELLANEOUS

6.1 Facilities:

External facilities available for community use:

- Natural grass playing field, equivalent in size to 2 x 5 aside football pitches, most suitable for junior use up to twelve years of age;
- Artificial grass pitch, 1,500m² (sand dressed), marked for hockey, football and six lane running track.

Ancillary facilities, available for use in the School House, include:

- 4 multi-purpose meeting rooms, including 1 ground floor meeting room;
- Toilets, including accessible facilities;
- Kitchen

6.2 Conditions of Use:

- Glass bottles, food or and glass of any variety are not permitted on the pitch.
- The sub-letting of the pitch is not permitted.
- Alcohol, smoking (including e cigarettes) and the use of illegal drugs is strictly prohibited on site.
- Correct footwear must be worn – trainers, astro football boots or football boots with moulded studs. The use of metal studs is not permitted
- Every endeavour must be taken to ensure mud and debris is not transferred to the playing surface.
- The pitch surface will be inspected by the Site Manager the day following your attendance and any issues will be communicated immediately.
- Please be aware that all external and internal spaces are monitored by CCTV.

6.3 **Site:** Use the Wyndham Road pedestrian gate. A fob will be provided to open the gate.

6.4 **School House:** To access the house, you will require a key.

6.5 **Parking:** Is not provided on site. There is ample parking in the surrounding roads but sustainable modes of travel, including walking, cycling and the use of public transport is encouraged.

6.6 Leaving the site:

Close and lock the pitch gate.

Ensure all doors and windows are closed in the School House.

Close and lock external gates

6.7 **Fire Evacuation Plan (Appendix 1):** Please read and familiarise yourself with the site layout and evacuation plan included within this agreement.

The signal for evacuation is a continuous sounding of the fire alarm

- Please ensure the main driveway or entrances are not blocked by vehicles.
- On discovering fire or smoke, please raise the alarm by breaking the glass of the nearest alarm point.
- Do not investigate.
- Dial 999 to call the Fire Brigade.
- Do not re-enter the premises.

On hearing the alarm:

- Everyone on site must leave by the nearest exit
- Visitors must walk to the muster point, on attached plan.
- Person in charge should complete a head count and liaise with the Fire Brigade.

6.8 Emergency Contact Details

Premises out of hours emergency contact details:

- Jateen Patel 07956 491 355
- Piotr Pykalo 07540 473 454

7 INDEMNITIES:

7.1 The Hirer shall indemnify and keep indemnified the School against all liabilities, costs, expenses, damages and losses incurred by the School arising out of or in connection with:

- (a) the Hirer's breach or negligent performance or non-performance of this Agreement;
- (b) any claim made against the School arising out of or in connection with the provision of the hire, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this Agreement by the Hirer or its personnel or agents;
- (c) the enforcement of this Agreement.

8 INSURANCE

8.1 The Hirer shall maintain the following insurance throughout the duration of this Agreement:

8.1.1 Public liability insurance, minimum limit of indemnity £5,000,000, is compulsory and a copy of the certificate must be provided to the Finance Manager.

9 SAFEGUARDING

9.1 It is the Hirers responsibility to ensure that all safeguarding checks, including proof of identification and an enhanced DBS check are carried out on any adults that may come into unsupervised contact with children. The Hirer should provide written confirmation that these checks have been completed.

9.1.1 All Hirers must meet the expectations required in 'After-school clubs, community activities and tuition' safeguarding guidance. The checklist on pages 11-12 in this guidance, must be returned to school.

9.1.2 In the event of an incident, the school will follow its own safeguarding policy, including informing the LADO.

APPENDIX 1: EVACUATION POINTS

