**HIGHDOWN SPORT AND LEISURE LTD**

**Surley Row, Emmer Green, Reading, RG4 8LR**

**Tel: 0118 9015812**

**CONTRACT FOR THE HIRE OF ACADEMY ACCOMMODATION AND EQUIPMENT BY INDIVIDUALS, FIRMS AND COMPANIES.**

**IF A HIRING IS REQUIRED ON BEHALF OF A CLUB THE CONTRACTING PARTIES SHALL BE THE SPORT CENTRE AND AN OFFICER OF THE CLUB AND THE HIRER SHALL BE LIABLE TO THE SPORT CENTRE FOR ALL DEBTS THAT SHALL ARISE UNDER THIS AGREEMENT.**

IN CONSIDERATION OF **HIGHDOWN SPORT AND LEISURE LTD** AGREEING TO LET ME

NAME .............................................................................................................................................................................

ADDRESS ......................................................................................................................................................................

...................................... POSTCODE ............................ TELEPHONE No ...................................................................

OCCUPATION ...............................................................................................................................................................

the following accommodation (state your requirements/rooms/hall/accommodation etc) .............................................

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Plus (where applicable) any additional equipment (e.g. Academy Piano/Radio/TV/Shower facilities etc. Please specify)

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FOR THE PURPOSE OF (state purpose of letting) .......................................................................................................

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ON (insert date(s)) ...........................................................................................................................................................

FROM (insert times) ................................ to …......................... IN ACCORDANCE WITH THE SPORT CENTRE’S LETTINGS POLICY, CONDITIONS OF HIRE AND SCALE OF CHARGES.

VAT: Yes No

I HEREBY AGREE TO THE TERMS AND CONDITIONS ON THE REVERSE OF THE FORM.

SIGNATURE OF HIRER .........................................................................................................................................

(where hirer is an individual)

OR AUTHORISED SIGNATORY ............................................................ DATE ......................................................

(where hirer is a firm or company)

POSITION .............................................................................................................................................................

WITNESSED BY ............................................................. NAME OF WITNESS ......................................................

(signature) (block letters)

ADDRESS OF WITNESS .......................................................................................................................................

............................................................................................................... POSTCODE ..........................................

OCCUPATION ......................................................................................................................................................

The account in respect of payment for the hire of the said accommodation/equipment should be forwarded to: .................................................................................................................................................................................................................

If the hirer is a firm this Agreement must be signed by a partner of the firm. If the applicant is a limited company this Agreement must be signed by a director or the secretary of the company. This form to be returned to the Academy at least **7 days** before the proposed date of letting.

**TERMS AND CONDITIONS**

1. To hire and use the said accommodation/equipment in accordance with the Academy’s lettings policy and conditions and charges which I confirm that I have seen and read.
2. That the Academy may at its discretion demand full payment of its charges or part thereof in advance be it before or during the duration of this agreement whereupon I shall pay the Academy’s charges on demand.
3. That I have read, understood and shall observe and fulfil all the following Conditions:
4. I agree that all requirements relevant to the letting will be complied with including obtaining any necessary licence (e.g. for the sale of intoxicating liquor) and that all personnel employed by the hirer or involved in the activity concerned will be advised of these conditions.
5. Three clear days’ notice is required in the event of the need to cancel a booking. If due notice is not given I will be required to pay the full hire charge.
6. VAT may be applicable in certain circumstances and for certain lettings. I have enquired at the time of booking whether VAT is payable.
7. I will ensure that a responsible person will be present on the premises at all times during the period for the letting.
8. I accept full responsibility for the damages to or theft of the Academy’s property occurring during the period for which the premises are hired.
9. Any cleaning undertaken which, in the opinion of the officers of the Academy, occurs as a result of the hiring and outside the scope of the agreed hire charge, will be charged to me at the appropriate rate.
10. The Academy accepts no responsibility, whatsoever and howsoever caused, for the loss of personal property brought into or left in the premises during the letting.
11. If I discover a hazard in regard to access to Academy premises or the equipment to be used I shall take action to make the Academy’s representative aware of the hazard.
12. I agree that no equipment will be used without the prior approval of the Headteacher of the Academy or the Academy’s representative, as the case may be, and that the installation of my equipment will be carried out by competent personnel.
13. I accept that I should familiarise myself with the position of telephones, escape routes, fire alarms and fire fighting equipment. Notices regarding the procedures in relation to action in the event of the fire will also be studied and the information passed on by me to the users and any other person concerned.
14. I shall indemnify the Academy against all claims, costs, demands, expenses, actions or liabilities howsoever caused, arising from the use of the premises including, where appropriate from the use of the swimming pool by myself apart from claims and actions arising through the negligence of the Academy or its Governing Body.
15. I further agree to effect third party insurance against any legal liability for loss, damage, demand or proceedings whatsoever, arising under any statute or at common law for damage to property, which shall include the hired premises, or personal injury or death of any person whatsoever, caused during or by circumstances arising from, related to or connected with the hire of the premises on the following basis:-
16. Accidental bodily injury including death to third parties and further in respect of damage to their property – not less than £5 million.
17. Accidental damage caused by fire to the premises on hire - £5 million.
18. Accidental damage caused to the premises on hire other than fire - £10,000.
19. In accordance with Paragraph 3 l), I agree to pay an additional insurance premium of 10.50% for regular hirers based upon the hire charge in respect of the above insurance conditions, unless I can demonstrate that my own insurance cover satisfies the specified conditions. Where the hire does not form part of a regular hire i.e. on a weekly or monthly basis then a minimum charge of £2.60 will apply or 10.50%, based upon the hire charge, whichever is the greater. Where this charge is levied, the hirer should note that there is a £50 excess payable by the hirer in respect of paragraph 3 l) (iii) hereof.