

# Taunton Opportunity Group: Hiring Agreement

This agreement is made on [date] between Taunton Opportunity Group (TOG) of Wooden Spoon House, Crowcombe Road, Taunton, Somerset TA2 7NF and the Hirer [name] of [address].

<b>1. Taunton Opportunity Group:</b> a) Authorised Representative: b) Email: c) Telephone Number:
<b>2. The Hirer:</b> a) Authorised Representative: b) Email: c) Telephone Number:
<b>Hire dates:</b> Start Date:            End Date:  Except for the following dates when Wooden Spoon House is not available (due to pre-school use):
<b>Period of hire:</b> Start Time:            Finish Time:
<b>Cost of hire (per hour):</b> £15
<b>Purpose of hire:</b>
<b>Number of persons estimated to be using the Premises:</b>
<b>Is the Hirer intending to sell any foods, goods, or refreshments at the Premises? YES/NO</b> (If yes, please refer to clause 14 of the conditions of hire)

The Hirer and/or its Authorised Representative agrees to be always present during the period of hire and to use the Premises known as Wooden Spoon House as stipulated in this Hiring Agreement. The Hirer agrees to make the terms and conditions agreed herein known to its Authorised Representative. Please note that bookings are not confirmed until a signed Hiring Agreement is returned.

This agreement incorporates the Standard Conditions of Hire, TOG's Fire Safety and Emergency Evacuation Procedure and Daily Risk Assessment. The hourly rate to be paid by the Hirer to TOG under this agreement is stated above. This agreement has been entered into on the date stated at the beginning of it.

Signed by the person named at 1(a) above on behalf of TOG:

\_\_\_\_\_  
**Signature**

Signed by the person named at 2(a) on behalf of the Hirer, who in signing declares the following:

- I declare that the information given in this agreement is correct to the best of my knowledge and I acknowledge that any misstatement or misinterpretation will invalidate this Hiring Agreement.
- I declare that I understand the meaning of the terms and conditions within this Hiring Agreement.

\_\_\_\_\_  
**Signature**

## **Standard Conditions of Hire**

### **1. Supervision**

- a) Children present on the Premises must be always supervised.
- b) The Hirer will, during the period of hire be responsible for supervision of the Premises, the fabric and the contents: their care, safety from damage and the behaviour of all persons using the Premises whatever their capacity.
- c) The Hirer shall ensure that no undesirable person is permitted to enter, remain or otherwise make use of the Premises and that no person shall trespass on parts of any TOG Premises not included in the Hiring Agreement.

### **2. Safeguarding**

- a) The Hirer shall ensure that any activities involving children comply with relevant legislation and TOG's Safeguarding Policy. A copy of this policy can be found on TOG's website or via TOG's manager.
- b) The Hirer shall ensure that all persons instructing or participating in events where young people under the age of 18 are present have a current Enhanced Disclosure and Barring Service Clearance. TOG may postpone or cancel a booking, without prejudice and at no cost to TOG, if the Hirer Authorised Representative does not produce the appropriate documentation.

### **3. Use of Premises**

- a) The Hirer will not use the Premises for any purpose other than as stipulated in this Hiring Agreement and shall not sub-hire any part of the Premises.
- b) No part of the Premises is used for any unlawful purpose or in any unlawful way likely to invalidate insurance.
- c) The Premises fittings, fixtures, toys, and furniture are not to be subjected to undue wear and tear.
- d) The Hirer will ensure no animals are brought into the Premises apart from assistance dogs as defined by s173(I) Equality Act 2010.
- e) The Hirer will leave the premises in the same condition as at the beginning of the period of hire.
- f) The Hirer will undertake proper supervision of the use of TOG's car parking facilities to avoid obstruction to Wellsprings Primary School users or obstruction to access to the Premises.

### **4. Facilities**

- a) The Hirer will have use of main playroom, messy playroom, outside play area, foyers, and toilet facilities only.
- b) TOG will make chairs and tables available as required. It is the responsibility of the Hirer to ensure these are arranged to suit their needs and to return the original layout at the end of the period of hire.
- c) Should TOG be unable to offer the Premises that was booked, a suitable alternative date will be offered.

### **5. Hire Charges**

- a) Hire charges for the Premises are as specified on page 1 of this Hiring Agreement.
- b) Payment for the hiring must be paid to TOG prior to the hire commencing.
- c) Hire charges are reviewed by the management committee at the beginning of each financial year.

### **6. Public Safety Compliance**

The Hirer will comply with all conditions and regulations made in respect of the Premises by the Fire Authority, Local Authority, the Local Magistrates Court or otherwise.

## **7. Fire Safety**

- a) The Hirer will be familiar with TOG's Fire Safety and Emergency Evacuation Procedure (see Appendix 1). The Hirer is expected to take all reasonable steps to ensure that all adults using the Premises by virtue of the Hiring Agreement are familiar with this procedure.
- b) Fire-fighting apparatus is to be kept in its proper place and must only be used for its intended purposes.
- c) The Hirer will ensure that one person in the Hirer's party has access to a mobile telephone so that in the event of an emergency, TOG's Representative and/or the emergency services may be contacted.
- d) The Hirer should report any safety issues to TOG's Representative, and if necessary, activate the fire alarm system.
- e) No obstruction should be placed in gangways or exits, nor in front of emergency exits, and such exits must be always available for free access.
- f) For safety and fire prevention reasons, no garlands or decorations should be used other than those agreed in advance with TOG's Representative.
- g) No highly flammable substances are to be brought onto or used in any part of the Premises
- h) Oxygen is allowed on the premises when required by a child if individual procedures are in place and the fire brigade are made aware that it is onsite.
- i) No smoke machines are allowed on the Premises.
- j) No additional heating appliances are to be brought into and used on the Premises.

## **8. Electrical Appliance Safety**

- a) No lighting, heating, power or other electrical fittings or appliances in the Premises are to be altered, moved, or interfered with.
- b) No additional lights or extensions are to be used on the Premises, without prior written permission from TOG's Representative.

## **9. First Aid**

- a) The Hirer shall ensure that a first aid trained adult is present on the Premises and that a suitable first aid kit is provided during the period of hire.
- b) In the event of first aid being administered, a written report will be sent to TOG's Representative. This should contain information including name, type of injury, first aid administered and the reason/cause of the injury.

## **10. Accidents and Injuries**

The Hirer must report any accident or injury that occurs during the period of hire to TOG's Representative as soon as possible. TOG is not liable for the accident or injury of a person attending the Premises during the period of hire. Certain types of accident or injury must also be reported to the Local Authority. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013.

## **11. Indemnity and Insurance**

- a) The Hirer will indemnify TOG for the full cost of repair of any damage (directly or indirectly) done to any part of the Premises or its contents that may result during the period of hire.
- b) The Hirer will ensure that all contents belonging to the Hirer are adequately insured.
- c) The Hirer will make arrangements to insure with at least indemnity of £5m against third party claims that may lie against the Hirer while using the Premises.

d) The Hirer agrees to indemnify TOG in respect of every claim arising out of the use of the Premises for personal injury and/or death of any person and/or damage to the Premises arising because of hiring. TOG will not be liable directly or indirectly for any incidences that occur during the period of hire. The evidence of the management committee as to the cost or expenses incurred shall be accepted by the Hirer as final, on production of reasonable proof.

## **12. Advertising and Copyright**

- a) If the Hirer would like to advertise an event in advance, the Hirer will be required to first submit publication material to TOG's Representative for approval. The Hirer should comply with the requirements that TOG may reasonably impose in relation to content/publication; particularly in relation to GDPR and photography consent.
- b) If the Hirer wishes to display advertisements on the Premises, approval from TOG's Representative is required.
- c) It is the responsibility of the Hirer to obtain any consent in respect of copyright and to pay all such fees relating to the same. If the hirer is in any doubt about whether permission is required, it is their responsibility to check with the appropriate licencing authorities and obtain any necessary consent/licence.
- d) Any Hirer who uses recorded music in its activities or performs live music is responsible for checking whether a licence is required and if so, to obtain one.
- e) The Hirer must obtain a public entertainments licence from the Local Authority for any public music, singing and dancing.
- f) TOG reserves the right to request copies of any consents or licences obtained to comply with the above provisions.

## **13. Consumption and Sale of Goods**

Food or refreshments may not be consumed on the Premises, nor shall goods be sold on the Premises without first obtaining written consent from TOG's Representative.

## **14. Noise**

The Hirer must ensure that any music played/provided at the Premises, or noise levels do not cause a nuisance to Wellsprings Primary School users or nearby residents.

## **15. Gaming, Betting and Lotteries**

Nothing shall be done on the Premises by the Hirer in contravention of the laws or regulations relating to betting, gambling and lotteries, and the Hirer will ensure that the requirements of the relevant legislation or regulations are observed.

## **16. Liquor and Smoking**

- a) The Hirer will ensure no intoxicating liquors are consumed on any part of the Premises during the period of hire.
- b) Smoking is not permitted anywhere on or around the Premises which is located on a primary school site.

## **17. Lost Property**

- a) TOG will not accept responsibility for any direct or indirect damage to or loss of any goods, articles or property of any kind brought onto or left at the Premises either by the Hirer for their own purposes or by any other person.
- b) TOG will inform the Hirer of lost property and will safely keep the items for 21 calendar days.

## **18. End of Hire**

- a) At the end of the period of hire the Hirer will ensure that those present leave the Premises.
- b) The Hirer will be responsible for leaving the Premises in a clean and orderly state. TOG's weekday evening cleaner will ensure that Wooden Spoon House is properly locked and secured at the end of the day of hire.

c) All equipment used by the Hirer must be removed and any contents temporarily removed from their usual place must be replaced. Otherwise, TOG shall be at liberty to make an appropriate replacement charge.

## **19. Cancellation**

### *By the Hirer*

If the Hirer wishes to cancel the hiring of TOG, in whole or in part, the Hirer must give one month's written notice to that effect to TOG's Representative.

### *By TOG*

TOG reserves the right to cancel this hiring in the event of unforeseen circumstances rendering the Premises unfit for use for which it has been hired. The Hirer will be informed by TOG's Representative at the earliest opportunity.

TOG may cancel this Hiring Agreement at any time before or during hiring if the Hirer fails to comply with this Hiring Agreement. In the event of such a cancellation TOG reserves the right to not refund any deposit paid by the Hirer.

## Appendix 1: Fire Safety and Emergency Evacuation Procedure

The fire alarm is a loud continuous ring.

On hearing the alarm everyone must leave the building, taking a child or children with them. If you cannot manage the children you are with, you must shout for help, **never** leave any child unattended. **Do not panic or run** and make your way to the nearest safe exit.

**Assembly Point: Outside Wellsprings School Hall - paved area in front of windows**

There are **4 FIRE EXITS** in the building:

- **Main Entrance**
- **Staff Entrance**
- **Art Area Door into playground**

Use this exit from art/messy play area and end rooms. Exit playground through the red gates, turn right to the Wellspring Foundation Unit multi coloured, tall gate and unlock the lock (the combination is **6325**). Walk straight ahead to the assembly point outside Wellsprings School hall, ensuring you lock the gate back up.

- **Conservatory into playground**

Use this exit from the conservatory. See Art Area instructions above.

A final check of the building will be made by the Manager or Deputy, who will gather the register, visitors' book, medication, oxygen and telephone from the office. Once everyone is outside the building, telephone **999** for the Fire Service.

**Do not re-enter the building until you are told it is safe either by the Manager, Deputy or Fire Officer.**

Fire extinguishers are located throughout the building:

1. Foyer
2. Office
3. Main corridor – outside the MSU
4. Art room – next to door to playground
5. Staff room
6. 6 MSU

There are fire blankets in the staff room and the family room.

Fire extinguishers are different colours for use on different types of fire:

**RED** water – used for paper, furnishings etc. **UNSAFE FOR ELECTRICAL FIRES**

**BEIGE** CO2 – for electrical fires

**BLUE** powder – for any fire including flammable liquids

A fire drill will be executed Termly at different times and on different days. A log of fire drills must be kept; noting dates, times, how long the evacuation took and how many were present. Any problem/s should be recorded and how these are to be resolved. Checks of fire points and fire exits (including red gates) are to be recorded.

**All children's essential medical equipment, feeds or medicines need to be taken out with the children.**

It is the responsibility of the Manager or Deputy Manager to ensure this policy is carried out and that all staff, volunteers, parents and visitors are aware of procedures in the event of fire.

## Appendix 2: TOG Daily Risk Assessment (checked copy onsite)

RISKS:	Week Beginning:					COMMENTS:
	MON	TUE	WED	THU	FRI	
Playground area and outside gates are secure.						
Playground area and all equipment is checked and safe (visually/physically)						
Premises are clean.						
Toilets, potties and changing beds are clean.						
No cleaning things left out.						
Fire exits are clear.						
Recycling area clear and no fuel materials near to heat sources.						
Outside door into corridor and foyer doors are locked.						
Electrical equipment being used us visually checked and safe.						
Toys are clean and safe.						
Chairs are free standing and not stacked.						
Room temperatures are within Health and Safety Limits. <b>16°C +</b>	Playroom					
Floors are dry and no spillages.						
Check cleaning cupboard door is locked.						
Flush all taps for 2 minutes <b>every Monday only</b>						

## **(Internal Use Only)**

### **Applications for Hire of the Premises:**

- a) No person under the age of 18 years will be accepted as a Hirer.
- b) Applications for hire of the premises must be made to TOG Representative.
- c) Applications for hire of the premises shall be treated equally, in line with TOG's Equal Opportunities Policy.
- d) TOG shall have the right to refuse any application for use of the Premises. TOG's Representative and the management committee must be assured that the purpose of the premises hire will not result in controversy, disrepute, legal action, or disorderly behaviours.
- e) Facilities at TOG are normally available for use of Hirers between the hours of 1.15pm hours and 5pm hours on weekdays and 0830 and 1730 at the weekend in exceptional cases, and at an additional charge, these normal hours may be extended on application to the TOG.

### **For Completion by TOG:**

The Manager/Deputy confirms the booking and acknowledges receipt of any payments made.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

### **DOCUMENTATION**

Please enter the required details. If additional persons, please list details on a separate sheet.

Disclosure and Barring Service (DBS) Name on Document DBS Number Expiry Date
Public Liability Insurance Name of Insurer Policy Number Expiry Date