

DATED

Spring 2022

Agreement for Hire of the Thompson Centre

Terms and Conditions 2022

Hirer:



These terms and conditions may be updated at any time by the Centre and will be reviewed annually. Existing Hirers will be given notice of any changes made and will be required to provide written confirmation of their acceptance of any changes prior to continued use of the Centre

Terms and Conditions for Hire of the Thompson Centre

1) Obligations of the Hirer

- a) In these terms and conditions “Hirer” means the person or entity identified in the relevant hire request form. The hire agreement is personal to the Hirer only, and nothing in it is intended to have the effect of giving exclusive possession of any part of the Centre to them or of creating any tenancy between the Centre and the Hirer. The Centre reserves the right of access to the premises at all times and has the right to remove any person from the Centre who infringes any of the terms and conditions imposed by this agreement
- b) The Hirer or any person exercising material control over the activity taking place in the session/function shall not be under 18 years of age and shall be at the Centre for the entire period of hire or duration of the activity. S/he shall not be engaged in any duties which prevent him/her from exercising general supervision over the activity.
- c) The Hirer shall under no circumstances allow the Centre to be used for any use other than the proposed use. The Centre shall not be used for any lecture, entertainment or activity which in the reasonable opinion of the administrator (whose decision shall be final) is immoral, unlawful or is otherwise inappropriate.
- d) The Hirer shall under no circumstances hire out the Centre to any other persons or allow other persons to use the Centre.
- e) The Hirer shall be present during all sessions/functions which take place pursuant to their hire of the Centre.
- f) Prior to each session/function taking place the Hirer shall complete those forms contained in Schedule 2 of this agreement

2) Induction

- a) All Hirer’s of the Thompson Centre (or any part of those premises described in Schedule 1) are required to attend an induction session at which the appointed administrator of the Centre (“the administrator”) will run through these terms and conditions which, where appropriate, must be adhered to by all users of the Centre. In particular, during the induction process, the Hirer will:
 - (i) If they have not already done so, sign and pass a copy of this completed agreement to the administrator.

- (ii) Receive an induction pack from the administrator.
- (iii) Where appropriate, acknowledge receipt of a duplicate key to the Centre and pay to the administrator at the time, the key deposit.
- (iv) Inform the administrator of those persons who will be involved in running/leading the sessions/functions and provide evidence to the administrator that relevant DBS checks that have been carried out on such persons where sessions/function will be attended by persons under the age of 16.
- (v) Provide to the administrator a copy of a relevant, up to date Public Indemnity insurance policy covering the use of the Centre by the Hirer for the proposed use.

3) Keys

- a) The Hirer will be required to pay a key deposit of £20 and sign an acknowledgement of receipt in order to receive a set of keys for the Centre.
- b) At the termination of the hire agreement under any circumstances the keys shall be returned within 48 hours to the administrator.
- c) Should the keys not be returned within the stated time the administrator shall have the right to arrange for all locks at the Centre to be changed and the Hirer shall be liable to pay all of the costs incurred in changing the locks provided that such costs do not exceed £200.

4) Charges

- a) The hire charge for the Centre shall be in accordance with the Tariff which is, from time to time, set by the Centre. A copy of the up to date Tariff is available for inspection at the Centre and will be shown to the Hirer during the induction process.
- b) The Hirer acknowledges that the charges are subject to review. Reviews will normally be conducted on an annual basis in April although the Centre reserves the right to review the charges at such other times as it considers to be appropriate and as such charges may from time to time increase. Should notification of an increase be issued the agreement may be cancelled, provided that in each circumstance at least 28 days' notice either way is given. Should you cancel your booking within 7 days of the start date of your booking, there will be a 100% cancellation fee
- c) The Hirer shall pay the hire charge to the administrator before the use of the Centre for the session/function in question by the Hirer. Should the session/function take place for any reason before the hire charge is paid, the Hirer shall pay the outstanding hire charge within 24 hours of

the session/function taking place. The Hirer will not be permitted to use the Centre again until the outstanding hire charge has been paid and further the Hirer shall return any keys to the Centre which remain in his possession if the hire charge remains outstanding for a period of 7 days.

5) General Conditions of Hire

- a) The signing in folder located in the Thompson Centre must be completed by the Hirer before every session and all participants must be signed in. Additionally, where sessions run during school hours, the Hirer must also sign in and out of the school's visitors' book located at the main reception of the school building
- b) The Hirer must ensure that all leaders/assistants of sessions/functions undertaken pursuant to the hire of the Centre where persons under the age of 16 will attend have an up to date clear DBS check and must possess and comply with their own safeguarding policy
- c) The Hirer must ensure that all leaders/assistant leaders/trainers and/or any coach of a session shall possess a relevant licence/qualification to undertake such a training/coaching session where appropriate. Evidence of qualifications must be provided
- d) The Hirer shall be responsible for all matters relating to health and safety and shall be wholly responsible for those in attendance during the hire. The Hirer must take all reasonable steps to ensure that all attendees of any session/function carried out pursuant to the hire are fully aware of all safety issues relating to the use of the Centre including, but not limited to, fire evacuation procedures and use of any equipment.
- e) For health and safety reasons all doors including the main entrance must not be wedged open.
- f) Access to the first-floor rooms is not permitted due to health and safety unless the hire agreement includes use of the upstairs training room (in which case the induction process will include additional health and safety information).
- g) Attendance at any session/function carried out pursuant to the hire shall be limited to 25 persons or such lesser number of persons which in the reasonable opinion of the administrator can be comfortably and safely accommodated. Attendance at any session/function which takes place pursuant to the hire shall only be permitted where attendees are ticket holders/members of a particular club or organisation or invitees. Persons shall not be allowed to gain access to the session/function by paying on the door.
- h) The Hirer must take all reasonable steps to ensure that all sessions

/functions are carried out in an orderly fashion and do not cause nuisance or annoyance to any other persons or damage to property not owned by the Hirer. The Hirer shall take all reasonable steps to ensure that all attendees of events leave the Centre quietly at the close of the event and shall ensure that any attendee who fails to leave quietly does not attend future events

- i) Car parking during school hours is limited and priority is given to school staff and visitors. If spaces are available, vehicles must be parked within the white lines and must not block emergency access points. Vehicles are left entirely at owner's responsibility. The Centre accepts no liability for any damage to vehicles parked on School premises which are parked and left entirely at owner's risk
- j) The Hirer must ensure the centre is locked and secured at the end of each session. Ensuring all doors are closed and the alarm system is activated. Any call out of Security or the Centre Administrator, due to user error or misuse, will result in charges being incurred by the Hirer in accordance with the schedule of charges.
- k) The Hirer is responsible for ensuring the Centre is left in a clean state at the end of each use. The Hirer will be liable for any additional cleaning costs incurred as a result of a breach of this clause. Repeated breaches of this clause may result in the termination of this agreement. Should any additional cleaning costs remain unpaid by the Hirer for a period of 7 days following request, the Hirer shall immediately return any keys to the Centre which they have in their possession.
- l) All users of the Thompson Centre Sports and Arts Hall must take particular care when using the sprung floor. **UNDER NO CIRCUMSTANCES MUST HIGH HEELS OR BLACK SOLES BE WORN DURING ANY SESSION WHICH INVOLVES ITS USE.** The Centre reserves the right to recover from the Hirer any repair costs arising from a breach of this clause.
- m) Posters must only be displayed on the notice boards. Any poster deemed, in the reasonable opinion of the administrator, to be offensive will be removed.
- n) The Hirer or any guest shall not interfere with the gas, electrical or water fittings in place at the Centre.
- o) Payment of gratuities to any member of the School Governors, School staff or the servants of the Education Authority is forbidden.
- p) The Centre reserves the right to introduce further terms relating to the hiring of the Centre which shall become effective on giving the Hirer 24 hours written notice of the same.

6) Use of Property and Storage

- a) The Hirer must not use school equipment/resources stored in the cupboards in the main hall without prior permission from the centre administrator. The Hirer will make suitable arrangements to ensure that all property not owned by the Hirer is suitably protected when use of the Centre takes place. There may be a charge for a repair or replacement of the property/equipment. If there is any damage incurred then the Hirer must inform the administrator as soon as possible.
- b) Where the Hirer uses their own electrical appliances, they should ensure that they comply with all Health and Safety regulations including, where applicable, ensuring that items have been PAT tested
- c) The Hirer shall be responsible for all articles and property belonging to them and their guests. The Hirer should make adequate arrangements for the provision of cloakroom supervision and the Centre will not be responsible for any loss arising out of a failure by the Hirer to comply with this clause.
- d) The Centre will notify the Hirer of any lost property that has been found and the Hirer will have 2 weeks from the notification being given by the Centre to collect the property. Should the property not be collected within this timescale the Centre reserve the right to dispose of any article in whatever way it deems fit.
- e) The Centre will not be held responsible for the loss of or damage to the property of the Hirer or any person attending events organised by the Hirer.
- f) Limited Storage space may be offered to the Hirers at the discretion of the Centre Administrator. It is the responsibility of the Hirer to remove items in storage when requested to do so by the administrator within 24 hours of the request being made. If the Hirer fails to remove the items in the stated time the Centre reserves the right to charge the Hirer for storage of removed items. Should the goods not be collected within 2 weeks of written notice being given the Hirer hereby grants the Centre permission to dispose of the items in any way the Centre deems fit.

7) Insurance and Indemnity

- a) The Hirer must maintain their own public liability insurance with a reputable insurer and, where requested by the Centre, shall provide of copy of the relevant insurance certificate no less than 10 days before the start date of the hire.
- b) The Hirer shall indemnify and keep indemnified the Centre and the Council in full against:

- i) The cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including the curtilage or the contents thereof by the Hirer or any person allowed by the Hirer to enter the premises
- ii) any claim by any third party against the Centre, the School or the Council arising as a result of the hire;
- iii) all losses, claims, demands, fines, expenses, costs (including legal costs) and liabilities, arising directly or indirectly out of any breach by the Hirer of the agreement or any act or omission of the Hirer or any person allowed by the Hirer to enter the premises

Save that nothing in the agreement shall exclude or limit either party's liability for personal injury or death arising from the negligence of that party or any other liability that cannot be excluded by law

8) Termination

- a) The Hirer may terminate this agreement on giving one calendar months' advance notice to the administrator in writing. Should the Hirer cancel the booking at less than one calendar months' notice the Charges will remain payable (or where payment has already been received will not be refunded)
- b) The Centre may terminate this agreement on giving 7 days' notice in writing to the Hirer sent to the last address given by the Hirer to the Centre.

Signed by the Hirer:

Name of Hirer

Signature of Hirer Date

On behalf of (organisation)

Signed on behalf of the Thompson Centre:

Signature.....
(Thompson Centre Administrator)

Schedule 1

The Thompson Centre may include the following premises where identified in the Booking Form:-

- (1) The Sports and arts hall
- (2) The playing fields
- (3) The upstairs changing facilities **(OUT OF USE)**
- (4) The downstairs changing facility
- (5) The training room

Schedule 2

Booking Form for the Hire of the Thompson Centre

This form must be completed in respect of an application for a hire of the Thompson Centre (including all areas listed in Schedule 1).

A signed copy of this form must be received not less than 14 days in advance of the proposed hire date.

| |
|---|
| Purpose of the proposed hire and the proposed use to be undertaken |
| |
| Dates of proposed hire |
| |
| Proposed start/finish time of hire |
| Start time: Finish time: |
| Areas of Thompson Centre required |
| |
| Has the Hirer used the facilities previously |
| |

I confirm that I accept the terms and conditions of use for the hire of the Thompson Centre and agree to indemnify the Centre, Allanson Street Primary School (the School) and St Helens Council (the Council) against any claim/s arising from my use of the Centre and to reimburse the Centre, the School and/ or the Council for the cost of remedying any loss or damage occasioned by the use of the Centre for my/our event/function.

| | |
|---|-------------|
| Full Name of the Hirer (and proposed key holder) | Key holder: |
| Address of the Hirer | |
| Telephone Number | |
| Signature | |
| To be completed by the Administrator: | |
| Hire days/times | |
| Hire Charge per session | |
| Reference No. | |
| Signed by the Administrator of Thompson Centre | |

| | |
|--------------------------|--|
| Key Deposit paid of £20: | |
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Hire Charges

Hire Charges are normally reviewed annually by the Centre in April, although the Centre reserves the right to review the rents at such other times as it considers to be appropriate.

Current hire charges are detailed below.

Hire of The Thompson Centre:

Off peak 8.30am-3.30pm: £10 per hour

On peak evenings and weekends £15 per hour

Hire of meeting room:

£6 per hour

Security call out charge

£25