

**Hire Agreement**

- One copy to be retained by the establishment / premises
- One copy to be returned to hirer after approval
- One copy to be sent to ODST

**AGREED TERMS**

<b>Agreement Date:</b>	
<b>Parties:</b>	
<b>(1) ODST</b>	The Oxford Diocesan Schools Trust
<b>(2) The School</b>	
<b>(3) Hirer</b>	
<b>Address:</b> (The address of the school)	
<b>Venue:</b> (Details of rooms required)	
<b>Hire Period:</b>	
<b>Proof of Identity:</b>	One form of photo ID is required please provide details of what was provided and checked e.g. Driving Licence/ Passport
<b>Contact Details:</b>	Tel (Day)
Name	Tel (Eve)
Address	

<b>Event:</b> Brief description of the event/ purpose for the hire		
<b>Fee:</b> Hire Charge Public Liability Insurance Fee if applicable		VAT has been charged where appropriate and is included in the total charge. A VAT invoice may be issued, if required, upon separate application by the hirer.
<b>Total Hire Charge:</b>		
<b>Cheques made payable to:</b>		

## AGREEMENT

### 1. Venue Hire

In consideration of the Hirer undertaking to pay the Fee, ODST and the school agree to permit the Hirer to hire and use the Venue for the Event during the Hire Period on the terms of this Agreement and subject to the General Conditions and the Special Conditions of this Agreement.

### 2. Obligations of the Hirer

The Hirer agrees with ODST and the School to observe and perform the General Conditions and the Special Conditions. Where the provisions of the Special Conditions conflict with the provisions of the General Conditions the provisions of the Special Conditions shall prevail.

### 3. Fee

The Hirer undertakes to pay to ODST the Fee in cleared funds without set off or deduction the Fee no less than fourteen (14) days before the Hire Period.

### 4. Interpretation

The capitalised terms, words and phrases used in this Agreement have special meanings. These specially defined terms, words, phrases and other guides to understanding this Agreement can be found in the Glossary, the Agreed Terms set out at the start of this Agreement and as otherwise defined in this Agreement.

**5. Entire Agreement**

This Agreement (including the Special Conditions and the General Conditions) sets out the entire agreement between the parties in respect of its subject matter. No other terms shall have effect unless expressly agreed between the parties in writing. This Agreement supersedes any prior arrangements or understanding between the parties.

**6. Hirer's Declaration**

- 6.1. I have read, and will ensure observance by persons using the premises of, the conditions of hire contained in this Agreement. I agree to be responsible for making good any loss or damage to the School and the Venue or equipment resulting from this hiring and will ensure that the Venue is in good order at the end of each session.
  
- 6.2. I confirm that public liability insurance has been obtained in respect of both the hirer's liability to the public and their liability to the Academy under the terms of this hire with a limit of indemnity of at least £5,000,000.

Signed .....  
Name .....  
Position held .....  
Date .....

**7. ODST's Declaration**

- 7.1. I approve this hire on behalf of ODST and the School and confirm that any necessary licence (alcohol/ entertainment) and insurance cover are held.

Signed .....  
Name .....  
Position held .....  
Date .....

## **SPECIAL CONDITIONS**

The under mentioned special terms and conditions have been agreed between ODST, the School and the Hirer as follows.

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The special conditions set out above shall prevail over any conflicting provisions of the General Conditions.

## **GENERAL CONDITIONS**

### **1. Glossary**

- 1.1. "Agreement" means this venue hire agreement including the Special Conditions, the General Conditions), any schedules and/or annexures attached to this Agreement;
- 1.2. "Capacity" means the maximum number of persons permitted at the Venue;
- 1.3. "Event Manager" the manager of the Event appointed as the Event Manager by ODST or the School to liaise with the Hirer in respect of the Event;
- 1.4. "Force Majeure" means an event or events beyond a party's control including fire, explosion of any kind, failure or neglect on the part of any utility supplying electricity, gas or water, labour strife, civil commotion, war, fire or explosion or any other event beyond the control of the party other than a shortage of money that is anticipate to or that will prevent or hinder the party from fulfilling the substance of its obligations under this Agreement;
- 1.5. "General Conditions" means the Owner's General Conditions of Hire a copy of which has been provided to the Hirer and is annexed to this Agreement;
- 1.6. "Rules" means the rules of the Owner and/or the Venue;
- 1.7. "Special Conditions" means the Owner's Special Conditions of Hire copy of which has been provided to the Hirer and is annexed to this Agreement, which shall form part of this Agreement.
- 1.8. "VAT" means Value Added Tax.

### **2. Charges and Payment**

- 2.1. Subject always to the other provisions of this Agreement, the Hirer will pay ODST in cleared funds without set-off or deduction the Fee no less than fourteen (14) days before the start of the Hire Period.
- 2.2. ODST shall promptly notify the Hirer of any shortfall with regard to the Fee which shall be paid by the Hirer to ODST in accordance with sub-clause 3.2.

- 2.3. The Owner will be entitled to charge the Hirer the cost/expense in respect of damage, additional cleaning and the like occasioned to the Venue by the Hirer or its agents and guests.

### 3. Obligations of the Hirer

The Hirer undertakes to the Owner that it shall:

- 3.1. pay promptly to the Owner on the terms provided in this Agreement all sums and charges due in respect of the Fee and any charge, costs or otherwise;
- 3.2. promptly pay the Fee on in accordance with clause [2.1](#), and all other sums due under this Agreement in cleared funds upon demand within fourteen (14) days of delivery of an invoice;
- 3.3. comply with:
  - 3.3.1. any Capacity requirements of the Venue as the School or ODST will inform the Hirer;
  - 3.3.2. the Health and Safety Policy set down from time to time by the School or ODST (a copy of which has been made available to the Hirer);
  - 3.3.3. any Rules of the School or ODST or applicable to the Venue in respect of health and safety, data protection or conduct of persons as may be notified to the Hirer during the term of this Agreement;
  - 3.3.4. the Special Conditions and the General Conditions of this Agreement, subject to the provisions of this Agreement;
- 3.4. satisfy itself that as regards the facilities and services available at the Venue and acknowledges that the School and ODST shall have no liability in that respect and shall not be responsible for the inadequacy of such facilities, services;
- 3.5. effect and maintain its own insurance in respect of public liability cover and liability to ODST and the equipment introduced by the Hirer into the Venue for the Event with a limit of indemnity of at least £5,000,000 (Five Million Pounds);

Delete

- 3.6. ensure that all such equipment introduced by the Hirer into the Venue for the Event and the like complies with all the safety regulations and is correctly/properly used and operated in good and safe working order;
- 3.7. not permit any form of filming or recording of the Venue without the prior written approval from the School or ODST (and any such approval may be subject to such terms as the School or ODST may in its sole discretion impose on the Hirer in respect of such filming or recording of the Venue);
- 3.8. comply with the School's, ODST's and the Venue's Rules including in relation to use of facilities including the parking arrangements;
- 3.9. indemnify the School and ODST on a full indemnity basis from and against all losses claims, damages claims, costs, expenses and other demands suffered by the Venue as a result of:
  - 3.9.1. any negligence, breach of statutory duty or common law duty or other act or omission on the part of the Hirer, the artiste(s) or Hirer's agents, representatives or entourage or whether in respect of death or injury to persons, loss, theft or damage to property and any consequences of same or otherwise;
  - 3.9.2. any breach by the Hirer of its obligations and agreements pursuant to this Agreement.

#### **4. Hirer's Covenants**

The Hirer, the Hirer's agents' or volunteers or any person visiting the Venue for the purpose of the Event must:

- 4.1. Not serve or consume alcohol at the Venue unless otherwise agreed in writing by ODST or the School;
- 4.2. Ensure that adequate supervision and security is maintained at all times and ensure that no unauthorised persons are permitted to enter the Venue;
- 4.3. Ensure that all persons providing or offering any service to children work to the standards outlined in the Department of Education guidance "Keeping Children Safe" or such other guidance as may from time to time be published and are familiar
- 4.4. Provide ODST and the School with the Hirer's child protection/safeguarding policy if the Hirer is hiring the Venue for any use involving children or children with care and support needs

- 4.5. Not require the cleaner or caretaker employed by ODST or the School at the Venue or the Property to undertake as part of his or her ordinary work for which he or she is paid by the School or ODST, any work arising from the hire of the Venue by the Hirer. However he or she is at liberty to contact specially and separately with the Hirer for the carrying out of such work but upon the clear understanding that it forms no part of his or her employment by the School or ODST.
- 4.6. Not move any piano at the Venue without the consent of the School

## **5. Obligations of the Owner**

ODST and the School undertake with the Hirer to:

- 5.1. give access to the Venue to the Hirer on the commencement of the Hire Period;
- 5.2. appoint and nominate an Event Manager to liaise with the Hirer in respect of the Event;
- 5.3. advise the Hirer of any health and safety requirements applicable to the Venue together with any other rules of conduct applicable to the Event or the Venue;
- 5.4. provide relevant available information as requested by the Hirer in connection with the Event;
- 5.5. comply with the applicable statutes and the rules and regulations of any local or other competent authority where a breach of which would restrict or prevent the staging of the Event.

## **6. Acknowledgements**

- 6.1. The Hirer shall be responsible for making all administrative and other arrangements to ensure that the maximum number of persons in the Venue other than the security staff, technicians and personnel does not exceed the Capacity, such arrangements to be approved in writing by ODST or the School.
- 6.2. The Hirer hereby confirms and acknowledges to ODST and the School that:



- 6.2.1. the Hirer has obtained all relevant approvals, consents and licences as required in connection with the Event;
  - 6.2.2. that ODST or the School shall have the right and may in its sole discretion object to and require cessation of any song, speech, dialogue, performance, motion or costume which it may in its opinion and sole discretion consider distasteful, prejudicial or contrary to law;
  - 6.2.3. the Hirer is responsible for all advertising of the Event at its sole own cost and expense and that it will ensure that no advertising/promotional material shall infringe or violate any copyright, trademark or other proprietary right of any other person or render ODST or the School liable to any proceedings whatsoever.
- 6.3. The Hirer shall at all times comply with all of its obligations under this Agreement and acknowledges and further undertakes with ODST and the School as follows:
- 6.3.1. to use the Venue only for the sole purpose of staging the Event;
  - 6.3.2. not to use the Venue or any part of it for any activities which are dangerous, offensive, noxious, illegal or immoral or which are or may become a nuisance to ODST, the School or the owner or occupier of any neighbouring property;
  - 6.3.3. not to do anything which might invalidate any insurance maintained by ODST or the School in respect of the Venue or which might increase the insurance premium payable for the Venue;
  - 6.3.4. not to bring on to the Venue or any part of it any animals without the prior consent of ODST or the School;
  - 6.3.5. to observe all applicable statutes relating to the use of the Venue for staging the Event;
  - 6.3.6. at its own cost to comply with all requirements of the Health and Safety Executive in relation to any features of the Event which are special or unique to the Event;
  - 6.3.7. to pay to ODST and the School the cost of making good all damage to ODST or the School suffered during the Hire Period (fair wear and tear and damage caused by any risk covered by

ODST's or the School's insurance and damage by the School's agents, servants and sub-contractors excepted).

## **7. Cancellation/Closure**

- 7.1. Subject always to the provisions of sub-clause 6.2 below, ODST or the School may at any time close the Venue in the case of a "Force Majeure" event or other event outside its reasonable control or other reason which ODST or the School reasonably considers necessary or desirable in which event neither party shall be entitled to any remuneration, damages etc arising from such closure save as provided in this Agreement
- 7.2. ODST or the School may at any time whether in advance of or during the Event in its sole discretion close the Venue, cancel the Event and/or otherwise terminate this Agreement if:
  - 7.2.1. ODST or the School reasonably considers that the Event (and/or the conduct of any of the Hirer and/or Hirer's agents, representatives or entourage) is or may incite public disorder, racial prejudice, is obscene or otherwise permits to these situations and/or is in bad taste; and/or
  - 7.2.2. if an order proceedings or warning is issued by the licensing or local authority and/or is or may be prejudicial to the liquor and/or public entertainment licences and/or other consents and authorities necessary for conduct of the Venue and/or the good name and reputation of ODST or the School or the Venue:
  - 7.2.3. ODST or the School reasonably considers that the Event (and/or the conduct of any of the Hirer and/or Hirer's agents, representatives or entourage) is in conflict with or prejudicial to the role of ODST, or the School and/or their reputation;
  - 7.2.4. if there is any change to the agreed billing (including without limitation identity of performers and/or content of the Event);
  - 7.2.5. ODST or the School reasonably considers that the Event (and/or the conduct of any of the Hirer and/or Hirer's agents, representatives or entourage) is in breach of any of the Hirer's obligations and undertakings under this Agreement.
- 7.3. In the circumstances specified in this sub-clause the Hirer shall notwithstanding cancellation/closure remain liable for payment of all sums incurred as if the Event had proceeded or would proceed and for the

avoidance of doubt the Hirer's indemnity contained in this Agreement shall apply.

## **8. Force majeure**

- 8.1. If by reason of Force Majeure ODST or the School is or anticipates that it will be prevented or hindered from fulfilling the substance of its obligations under this Agreement, then ODST or the School shall forthwith ensure that the Hirer is aware of the occurrence of any such event and the Hirer shall be entitled at any time after notice, so long as such cause still subsists, to cancel or suspend this Agreement by notice in writing to the Hirer.
- 8.2. In the event of cancellation or suspension pursuant to clause 7.1 above, ODST and the School shall be under no liability to the Hirer or any other third parties for any loss which they may sustain in consequence of any such cancellation or suspension.

## **9. Termination**

- 9.1. ODST and the School shall be entitled to terminate this Agreement forthwith on notice to the Hirer in the event that any monies due and payable under this Agreement (whether demanded or not) have not been paid on the due dates for payment.
- 9.2. Either party shall be entitled to terminate this Agreement forthwith on notice in the event that the other party:
  - 9.2.1. fails to perform and observe all or any of the material obligations on its part contained in this Agreement;
  - 9.2.2. enters into liquidation (or bankruptcy if an individual) whether compulsory or voluntary but not if the liquidation is for amalgamation or reconstruction of a solvent company or has a receiver or administrative receiver appointed or enters into any arrangement for the benefit of its creditors.
- 9.3. Any termination of this Agreement shall be without prejudice to any rights or remedies that may have accrued to either party.

## **10. Notice and Communications**

- 10.1. Any notices required to be given under the provisions of this Agreement shall be in writing (unless otherwise provided or necessary in the event of emergency) and shall be deemed to have been duly served by any of the following methods at the relevant party's address as specified in this Agreement or at such other address as either party may hereafter designate from time to time:
  - 10.1.1. prepaid recorded delivery;
  - 10.1.2. first class post;
  - 10.1.3. personal delivery;
  - 10.1.4. electronic mail.
- 10.2. Notice will be deemed to have been given:
  - 10.2.1. in the case of Clauses 9.1.1 and 9.1.2, two (2) Business Days after posting;
  - 10.2.2. in the case of Clauses 9.1.3 and 9.1.4, upon receipt at such address except if receipt is not on a business day, in which case the next following business day.

## 11. Miscellaneous

- 11.1. **Corporate Hirer:** If the Hirer is a corporate body the Hirer must no later than 28 days before the commencement of the Hire Period notify to the Owner in writing the name, address and telephone number of the entity or an individual who will be personally responsible to ODST and the School for the obligations of the Hirer under the Agreement jointly and severally with the Hirer.
- 11.2. **User:** No part of the Venue is to be used for any purpose other than the purpose set out in the Agreement. No part of the Venue is to be used for any unlawful purpose or in any unlawful way.
- 11.3. **Electrical Fittings:** No lighting, heating, power or other electrical fittings or appliances in the Venue are to be altered, moved or in any way interfered with.
- 11.4. **Supervision:** During the Hire Period the Hirer is to be responsible for:
  - 11.4.1. the efficient supervision of the Venue including (without prejudice to the generality of the above) where applicable;

- 11.4.2. the effective control of children or attendees;
  - 11.4.3. the orderly and safe admission and departure of persons to and from the Venue;
  - 11.4.4. the orderly and safe vacation of the Venue in case of emergency;
  - 11.4.5. the safety of the Venue;
  - 11.4.6. the preservation of good order and reputation of the Venue;
  - 11.4.7. ensuring that no obstruction is placed or allowed to remain in any corridor or access door giving access to the Venue.
- 11.5. **Decorations:** No bolts, nails, tacks, screws, bits, pins or other like objects are to be driven into any part of the Venue nor is any adhesive substance to be attached to it. No placards or other articles are to be fixed to any part of the Venue.
- 11.6. **Capacity:** The maximum number of persons to be admitted to the function is not to exceed the Capacity and the Hirer must keep a note of the number of persons admitted and show the same on demand to any officer of ODST or the School.
- 11.7. **Statutory Requirements:** The Hirer must not do or permit any act, matter or thing which would or might constitute a breach of any statutory requirement affecting the Venue or which would or might vitiate in whole or in part any insurance effected in respect of the Venue.
- 11.8. **Licence:** The Hirer must comply with all conditions and stipulations of the relevant licence or alcohol licence for the Venue (so far as the same may be relevant to the function) and a copy of these will be supplied to the Hirer on request.
- 11.9. **Broadcasting and Filming:** The Hirer is not to grant broadcasting or filming rights without the prior consent of ODST and the School.
- 11.10. **Smoking:** Smoking is not to be permitted in Venue or the grounds of the Venue.
- 11.11. **Expiration of Hire Period:** At the expiration of the Period of the Hiring the Hirer shall leave the Venue in a clean and orderly state free of litter and in particular (but without prejudice to the generality of the above):
- 11.11.1. the Hirer is to remove all equipment previously brought in by or on behalf of the Hirer; and

11.11.2. the Hirer is to ensure that all tables supplied by ODST or the School are duly folded and all chairs duly stacked.

11.12. **Personal Agreement:** The benefit of the Agreement is personal to the Hirer and not assignable or capable of being sub-contracted.

11.13. **Right of Entry:** ODST and the School reserve the right for duly authorised members or officers or employees to enter the Venue at any time for any authorised purpose.

## 12. Liability

12.1. ODST and the School will not be liable for the death of or injury to any person attending the Venue for the function the subject of the hiring or for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the Hirer in the exercise of the rights granted by the Agreement except where such death, injury or loss is due to the negligence of ODST or the School.

12.2. ODST and the School will not under any circumstances accept responsibility or liability in respect of any damage to or loss of any goods, articles or property of any kind brought into or left at the Venue either by the Hirer for its own purposes or by any other person or left or deposited with any officer or employee of ODST or the School.

12.3. ODST and the School will not be liable for any loss due to any breakdown of machinery, failure of supply of electricity, leakage of water, fire, government restriction or act of God which may cause the Venue to be temporarily closed or the hiring to be interrupted or cancelled.

12.4. ODST and the School give no warranty that the Venue is legally or physically fit for any specific purpose.

12.5. The Hirer will indemnify ODST and the School against all such liabilities as are mentioned in this provision.

## 13. General

13.1. This Agreement sets out the entire agreement between the Hirer, ODST and the School in respect of the subject matter. Any additional conditions or amendments shall be of no effect unless agreed in writing by both parties.

- 13.2. This Agreement shall not be assigned or sub-contracted in whole or in part by the Hirer without the prior written consent of ODST and the School.
- 13.3. This Agreement shall have the benefit of and be binding upon the respective parties' successors and permitted assigns and/or legal personal representatives and estates as appropriate.
- 13.4. No third party shall have a right to enforce any provisions of this Agreement. If any of the provisions of this Agreement are found by the court or other competent authority to be void or unenforceable such provision shall be deemed to be deleted from this Agreement and the remaining provisions of this Agreement shall continue in full force and effect, notwithstanding the foregoing the parties shall thereupon negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the provisions they found to be void or unenforceable.
- 13.5. The rights of any party shall not be prejudiced or restricted by any indulgence or forbearance extended to the other parties and no waiver by any party in respect of any breach shall operate as a waiver in respect of any subsequent breach.
- 13.6. This Agreement shall be governed by the law of England and Wales and the parties hereby submit to the exclusive jurisdiction of the English and Welsh courts.