

Yealand C E Primary School

DRAFT Lettings Policy for the MUGA

Yealand C E Primary School Governors let the Multi-Use Games Area (MUGA) to individual hirers and groups under the hiring conditions contained in this document.

In these Conditions:

1. "The Owners" means the Governors of the above-mentioned school, and "the Agent" means the person acting for the Owners.
2. "The Hirer" means the person signing the application form and any organisation for whom he is stated in such form to be acting. The liability under the Hiring agreement of such person and such organisation shall be joint and several.
3. Use of the MUGA and entry thereto is limited to the purposes and times stated on the application form and no subletting is permitted.
4. The Hirer is responsible for, and shall indemnify the Owners, against all damage to the MUGA and to any property on the school premises occurring during or in relation to the hiring or while persons are entering or leaving the MUGA pursuant to the hire, however and by whomsoever caused.
5. The MUGA will only be used for the purposes specified in the Hiring Agreement.
6. The Hirer will be responsible to see that no nuisance or disturbance is caused and that all regulations and laws governing the use of the MUGA will be complied with.
7. Any regulations governing the use of the MUGA published from time to time by the Owners will be made available to the Hirer and must be observed.
8. The Owners shall not be responsible for any loss or damage to any property arising out of the hiring nor for any loss, damage or injury which may be suffered by or be done or happen to any person resorting to the MUGA during or in relation to the hiring arising from any cause whatsoever or for any loss due to any breakdown of machinery, failure of supply of electricity or gas, leakage of water, fire, government restriction, requirement of the Local Education Authority or act of God which may cause the premises to be temporarily closed or the hiring to be interrupted or cancelled and the Hirer shall indemnify the Owners against any claim which may arise out of the hiring or which may be made by any person resorting to the MUGA during or in relation to the hiring in respect of any such loss, damage or injury.
9. The right at any time to enter the MUGA and remain on the premises during the hiring is reserved to the Owners and the Agent and the school caretaker and any police officer.

10. The Hirer shall ensure that good order is kept in the premises.
11. The Owners (by themselves or the Agent) may put a stop to any entertainment or meeting which in their opinion is not properly conducted or which may infringe any of the provisions thereof.
12. No bolts, nails, screws, bits, pins, spikes or other objects shall be driven into the fabric or furnishings of the MUGA.
13. The Hirer shall at the expiration of the hiring leave the MUGA in a clean and orderly state.
14. The Hirer shall ensure that all property brought into the premises for the purposes of the hiring is removed before the expiration of the hiring. The Owners shall not be responsible for any property left behind and reserve the right to charge extra while it is on the premises.
15. No slogans, advertisements, flags, emblems or decorations shall be displayed outside the school premises whether affixed to the same or freestanding.
16. The Hirer shall remove any slogan, advertisement, flag, emblem or decoration displayed on the MUGA if in the opinion of the Agent it shall be unlawful, unseemly or libellous or expose the premises to an undue risk of fire or is likely to lead to a disturbance or a breach of the peace.
17. All the conditions attached to any music and dancing licence and any theatre licence for the school premises shall be observed. A copy of each such licence held may be seen on application to the Agent and the Hirer shall be deemed to have had notice of all such conditions.
18. All legal requirements regarding the performing of plays and the exhibition of cinematograph films shall be observed and there shall be no infringement of any copyright subsisting under the Copyright Act, 1956. The Owners or the Agent shall be entitled to require proof that the provisions of this clause have been complied with 48 hours before the hiring.
19. All scenery and costumes used for stage performances and the like must be fireproofed.
20. The Hirer shall make such provision for such Insurance cover as the Owners or their Agent may require and shall pay all premiums due thereunder, and produce the policy or policies of insurance 48 hours before the time of the hiring.

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MUGA Hiring Agreement

- 1. NAME:
- ADDRESS:
- TEL NO:
- Email address:

I/we apply for the hire of the Multi-Use Games Area at the above school
on
from am/pm to am/pm

- 2. Description of event for which premises are required.....
- 3. I/we agree to pay for such hire the following sums, namely
Hire charge (£4 per hour or £15 for 4 hours)
- 4. No copyright music will be performed, no alcohol will be served and no glassware will brought on the games area.
- 5. I/we agree to replace or pay to the Governors or the County Council the cost of making good any damage caused to the premises by me/us.
- 6. I/we hereby agree to indemnify the Governors and/or the County Council, their officers, servants and agents against all actions, costs, claims and demands arising out of any accidents and/or loss which may occur on the said premises during their use by me/us provided that the same is not due to any negligence, omission or default of the Governors and/or the County Council, their officers, servants or agents.
- 7. I/we undertake to check and inspect the facilities to ensure that they are clear and free of hazardous material, debris and spillages, both prior to use and at the expiration of the hiring.
- 8. This hiring is on behalf of
whose authority I have to bind them by signing this application on their behalf.

Signed

Date