



## **Standard Conditions of Hire of Education Premises**

Subject to the acceptance, observance and performance of these conditions the School hereby licenses and authorises the Hirer (the servants and agents and all persons duly authorised by him) to enter upon and use such parts of The Devonshire Hill Nursery & Primary School (hereinafter referred to as 'the Premises') as are described on the 'Application for Hire of Education Premises' Form for the purposes mentioned and for the period specified therein.

### **1. Application for Hire**

All applications for hire shall be made on the official 'Application for Hire of Education Premises' Form and shall provide all the information requested therein.

The Hirer shall not use the premises for any purpose other than that described on the Application Form and shall not sub-hire or use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way nor do anything or bring onto the premises anything which may endanger the same or any insurance policies in respect of the premises.

The School reserves the right to refuse any application for hire if it is of the opinion that either the Hirer or the purpose of hire is unsuitable.

### **2. Instructions**

The Hirer shall comply with all reasonable instructions and requests of any duly authorised officer of the School relating to the use of the premises and conduct therein including any instructions which may from time to time be published by notice or otherwise on the premises.

The Hirer shall use only those means of access and egress to the premises as are, or may be designated on the date of hire.

### **3. Supervision**

The Hirer shall, during the period of hire, be responsible for supervision of the premises, the fabric and the contents. Their care, safety from damage however slight or change in any sort and the behaviour of all persons using the premises whatever their capacity.

The Hirer shall pay to the School on demand an amount for any damage (fair wear and tear excepted) done or occasioned to the premises or to any property thereon by the Hirer, his servants or agents, or by any persons under his care and control or supervision.

The School shall not accept any responsibility or liability in respect of any loss, theft, or damage of or to any goods or property of the Hirer or of any other person left, deposited or brought onto the premises.

### **4. Personal Injury/Indemnity**

The Hirer shall indemnify and keep indemnified the School from and against all claims, demands, actions or proceedings in respect of any loss, damage, death or injury caused to any person arising from the hiring of the premises, otherwise than as a result of the negligence of the School, its servants or agents, to the extent that the same is not covered by the policy of insurance effected by the School referred to in the 'Insurance Indemnity' Form which the Hirer has signed.

Where during the period of hire any person on the premises sustains any loss, damage or injury the Hirer shall provide full details in writing to The Headteacher or nominated Deputy within 24 hours, or as soon as

is practicable thereafter, of any such loss, damage or injury and shall supply any further information in relation thereto as may reasonably be requested.

## **5. Licenses/Regulations**

The Hirer shall be responsible for obtaining any licenses or permits or other permissions required whether for the sale or supply of intoxicating liquor, from the Performing Right Society or otherwise and for the observance of the same.

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, the Council and Local Magistrates Court or otherwise, particularly in connection with any event which includes public dancing or music or other similar public entertainment or stage plays.

The Hirer shall indemnify and keep indemnified the School against all claims, demands, actions or proceedings in respect of any infringement in relation to the above and in particular in respect of any infringement of copyright due to any unauthorised performance or use of copyright material at or upon the premises.

## **6. Vacation of the Premises**

At the end of the hiring the Hirer shall be responsible for leaving the premises and surrounds in a clean and tidy condition, properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced, switching off all lights and electrical appliances.

If the Hirer is in breach of the above the School shall be at liberty to make an additional charge.

Vacate the grounds in an orderly manner, mindful of local residents.

## **7. Charges**

The charges for the hire of the premises or any part thereof shall be as fixed by the School from time to time. Hirers shall be advised of the charges payable when receiving written confirmation of booking from the School.

The total hire charge shall be paid at least 28 days prior to the date of hire. In the event of an Application being made less than 28 days prior to the hire payment in full must accompany the completed Application Form.

The School reserves the right to demand payment of the total hire charge at any time if it considers that the circumstances so warrant.

The period of hire includes the time required by the Hirer to prepare the premises for the purpose of the hire and to clear and clean up afterwards in accordance with clause 6 above.

The School reserves the right to vary the hire charges at any time. In such circumstances the School shall endeavour to provide at least 14 days' notice to the Hirer.

A late fee shall be payable in respect of each hour or part of an hour during which the premises are used by the Hirer after the finishing time stipulated in the 'Application for Hire of Education Premises' Form.

## **8. Health and Safety**

The Hirer shall comply in all respects with the requirements of all statutory authorities including the direction issued by the School and with the provisions of the Health and Safety at Work Act 1974 and the Children and Young Persons Act 1933 and all other statutory instruments or regulations made which affect or govern the type of function being held at the premises.

Any equipment supplied by the Hirer shall be safe and operational. The School reserves the right to inspect (and to levy an additional charge for so doing) and remove any equipment found to be faulty and/or unsafe or dangerous.

It shall be the responsibility of the Hirer to familiarise himself with the location of all entrances and exits to and from the premises including all fire and emergency exits and the location of any fire fighting equipment. The Hirer shall ensure that all entrances and exits are free of obstruction and can be safely used and that there are no obvious fire hazards on the premises.

The Hirer shall not admit to the premises any articles or substances of an inflammable, explosive, dangerous, noxious or offensive nature.

No unauthorised heating or lighting appliances shall be used on the premises without the previous written consent of the School.

There shall, in addition to the Hirer, be a minimum of two competent attendants on duty on the premises to assist people entering and leaving, where there are up to 300 persons present during the period of time and one additional attendant per each additional 150 persons, or parts thereof, none of whom shall be less than 18 years of age. If most of the audience is under 16, the number of attendants shall be not less than 1 for every 100 people. All persons on duty shall have been instructed as to their essential responsibilities in the event of fire or other emergencies, including attention to disabled persons, the location and use of the fire fighting equipment available, and how to call the Fire Brigade and evacuation procedures.

\* Please refer the Health and Safety Information Sheet for further Guidelines

## **9. Cancellation**

The School reserves the right to cancel any booking for hire or to vary the details of a booking where circumstances so warrant. All monies paid in respect of a booking cancelled under this condition shall be refunded to the Hirer but the School shall not be liable for any other expenditure incurred or loss sustained directly or indirectly by the Hirer as a result of such cancellation/variation.

The Hirer may cancel any booking for hire more than 14 days before the date of hire but shall be liable in such circumstances to pay an administration fee of 10% of the total hire charge. Where the cancellation is within 14 days of the date of hire, the hirer shall be liable to pay a cancellation fee of 25% of the total hire charge and where the cancellation is within 7 days of the date of hire the Hirer shall be liable for a cancellation fee of 50% of the total hire charge.

In the event of a cancellation by the Hirer as a result of the premises or any part therefore being unfit or rendered unfit for the use for which it has been hired the School shall not be liable to the Hirer for any resulting loss or damage whatsoever.

## **10. Termination**

In the event of the Hirer failing to observe and perform or failing to cause to be observed and performed any of the conditions herein the School may, after giving notice in writing to the Hirer of the breaches of the conditions and without prejudice to any right of action which it may have against the Hirer, forthwith terminate the Letting Agreement. In these circumstances the Hirer shall forfeit to the School any deposit or other payment made and any payments due to be made by the Hirer shall be paid and the Hirer shall have no claim against the School for any damage or loss sustained or otherwise in consequence of such termination.

## **11. Licence**

Nothing herein shall operate to vest in or confer upon the Hirer any tenancy of or right to exclusive possession or occupation of the premises or any part thereof nor any right, licence or liberty save such as is hereby expressly granted.

## **12. Amendment**

The School reserves the right to vary or amend these Conditions at any time in its absolute discretion. The Hirer shall be notified accordingly in writing and the variation or amendment shall then be binding upon the Hirer.