



# Eggar's School

## Eggar's School Terms & Conditions of Hire

### 1 **In these conditions:**

'School' means the school identified at the head of this document.

### 2 **Acceptance of conditions**

The hiring of accommodation/facilities/premises is permitted only on the conditions outlined in the following regulations. Acceptance of the hire agreement is deemed to be acceptance of these conditions.

### 3 **Compliance with conditions**

The Hirer (the person or body to whom the hire is granted) shall be responsible for compliance with these conditions.

### 4 **Applications**

Applications for the hire of premises should normally be made at least three weeks in advance. In general, reservations will not be accepted for dates more than twelve months in advance, except for special events such as those needing extensive preparations.

### 5 The Hirer shall satisfy himself that the facilities to be hired are suitable for his purposes.

### 6 The use of the premises must not interfere with the proper working of the School or impair its efficiency. In particular, the Hirer acknowledges that it will not have exclusive use of the site.

### 7 **Gymnasium/sports hall**

- Only suitable (non-marking) footwear should be worn in the gymnasium or sports hall.
- The same footwear must not be worn indoors as outdoors. Outdoor footwear must be removed before entering the facility.
- No eating or drinking may take place in the sports hall or gymnasium.
- No school games equipment may be used without permission and gymnastic equipment can only be used when an adult with recognised qualifications for the proposed activity is personally supervising at all times. For safety reasons, this condition also applies to other activities with young people.
- For further guidance the Hirer should consult the regulations described in the HCC document 'Safety in Physical Education' available at the school (via the school's SLA with HCC Outdoor Education, PE and Sport Services).

### 8 **Grass sports pitches and hard court multi-use games areas**

- These facilities should be used for their intended purposes only i.e. participation in formal and informal play and sport.
- The grass sports pitches and hard court multi-use games areas shall be hired, together with access to toilets and changing accommodation at the School. The Hirer shall not have any access to any other parts of the School.
- The grass sports pitch shall be marked out for that sport and the hard court multi-use games area may have indicative markings for sports like netball, basketball, tennis and small-sided football. No additional marks shall be made to the sports pitch or hard court areas by the hirer (unless specifically agreed with the school).
- The grass sports pitches shall have a limited playing capacity. The School reserves the right to restrict use of the grass sports pitch to protect it during inclement weather, when damaged or under repair, when waterlogged or to fit in with the School curriculum or School demands.
- Litter must be removed from the facility at the end of the hire session.

### 9 **Catering facilities**

The Hirer must agree to the contractual, hygiene and health and safety obligations set out by the School and to the payment of the deposit 10 days prior to the hire and the payment of the hire charges. This is in addition to any separate charges levied by the school for the use of any school facilities used in conjunction with the hire of the catering premises. Refreshments are only to be served and consumed in the Main School Hall (unless otherwise agreed with the School).

The Hirer (or person responsible for catering, under the jurisdiction of the Hirer) must hold a Food Hygiene Certificate level 2 or above.

**10 School equipment**

No use may be made of apparatus such as stage fittings, pianos etc., without specific permission.

**11 Fabric and fittings**

The fabric and fittings (including electrical installations) and contents of the premises shall not be interfered with in any way. No treatment shall be given to prepare a floor for dancing and the wearing of stiletto heels is prohibited. Only authorised persons shall use steps or ladders. No nails or screws shall be driven into the walls, floors, ceilings, furniture or fittings, and no placards shall be affixed to any part of the premises. The School's furniture (other than chairs in the hired accommodation) and equipment shall not be moved except by prior arrangements. Official exit ways must be kept clear at all times. Any alteration or addition to the School's lighting or electrical heating systems is strictly forbidden, except with the written consent of the Head Teacher. Consent may be subject to conditions, which the Hirer will be required to observe. The Hirer shall, at the end of the hire period, leave the accommodation in a reasonably tidy condition, all equipment being returned to the correct place of storage.

**12** The Hirer is responsible for the safeguarding and safe keeping of all items belonging to the Hirer, its guests/delegates or third parties engaged by it. The School accepts no responsibility for such items.

**13 Storage**

Storage facilities cannot usually be provided. When Hirers are permitted to leave equipment on the premises, they do so entirely at their own risk.

**14 Hirer's property**

Furniture and apparatus required may be brought on to the premises at the Hirer's own risk. Hirers shall not bring on to the premises, without the prior consent of the governors, any article of an inflammable or explosive nature, nor any article producing an offensive smell, nor any other substance, apparatus, or article of a dangerous nature.

**15** The Hirer shall indemnify the establishment against all claims for damages, compensation and/or costs in respect of:

- bodily injury or illness to Third Parties, and/or
- damage to Third Party property caused by or arising out of or being incidental to the Hirer's use of the premises.

**16** The Hirer shall be responsible for loss or damage to the establishment's premises and contents therein.

**17** The Hirer shall effect adequate insurance in respect of the liabilities and the loss or damage referred to respectively in Conditions 15 & 16 above. Hirer's can avail of the School's 3<sup>rd</sup> Party Hirer's Liability insurance, for a small fee, and should make clear this requirement at the time of booking.

**18** Vehicles accessing Eggar's School premises do so at their own risk.

**19 Refusal of hire**

The Head Teacher, on behalf of the Governing Body may refuse an application to hire the premises if:

- The premises are required by the School.
- There has been any damage to the property, or breach of these conditions during previous use of the premises by the Hirer.
- For any other reason the governors deem it necessary or expedient to refuse the application.

No compensation shall be payable by the governors by reason of such a decision.

**The school will not accept bookings for:**

- Parties for the 14-30 year age range.
- Party Political Meetings.

**20 Cancellation by the governors**

The School reserves the right to cancel any hiring without notice if:

- (a) the accommodation will, due to circumstances outside their control, be unavailable for the hire period or
- (b) the Hirer has failed to disclose material information concerning the proposed hiring or
- (c) there are reasonable grounds to conclude that the Conditions of Hire may be breached to a material extent.

In the event of (a) above all hiring fees will be refunded to the Hirer, but the School shall have no further liability to the Hirer. In the event of (b) and (c), any refund of hiring fees shall be at the discretion of the School.

Apart from exceptional circumstances, the governors will give at least four weeks' notice to the Hirer, should it become necessary to cancel or postpone a letting. An exception could be if a pitch is rendered unfit for use as a result of inclement weather.

#### **21 Cancellation by the Hirer**

The Hirer must give at least four weeks' notice of cancellation to the Head Teacher, acting for the governors. If any shorter period of notice is given, the governors reserve the right to pass on to the hirer any costs unavoidably incurred or to impose a cancellation charge.

#### **22 Payment of charges**

The Hirer shall pay the hiring fees, including any deposit, at the rates and times set out in the attached Schedule.

- The Hirer acknowledges that in the event that the Hirer cancels the hiring there will be a cancellation fee payable and any refund of monies already paid will be at the discretion of the School.
- All hire charges must be paid within one month of the invoice being issued. This invoice will be issued at the end of each month for all the hires that have taken place in that month.
- All payments should be made by cheque or BACS directly to the School. No cash payments should be made to any member of Eggar's School staff, other than directly to the School Office, where a receipt will be issued.
- The School reserve the right, on proper notification, to invoice the Hirer for any charges arising from excessive cleaning time incurred as a result of the Hirer failing to leave the accommodation in a reasonable condition, or for repair of the premises or equipment damaged by the Hirer, or resulting from the Hirer failing to vacate the premises by the time stipulated in the hire form.
- The Hirer shall, if so demanded, pay at the time of booking a refundable deposit to be held by the governors against costs unavoidably incurred as the result of insufficient notice of cancellation of booking, any damage caused by the Hirer, or additional cleaning required as a result of the premises not being left in a reasonably tidy condition. The proportion of the deposit to be retained will be decided by the governors and their decision will be final. Use of school meals facilities and equipment is subject to the school's conditions and a deposit of £100 is required.
- Any variation to the published charges must be arranged by prior agreement with the Head Teacher, acting on behalf of the Governing Body. In all cases the school charging policy and bad debt policy will apply.

#### **23 Statutory requirements**

- All statutory requirements, including those relating to health and safety and public entertainments, must be strictly fulfilled by the Hirer. Film, music, dancing, indoor sporting events and stage events may be considered to be regulated entertainment and, as such, are licensable activities which require authorisation from the local licensing authority. For all regulated entertainment, it is the Hirer's responsibility to inform the local Licensing Authority and obtain the appropriate licence. This applies if tickets are to be sold at the door or advertised to the public, but also if tickets are offered to friends and neighbours or even if admission is free and open to all.
- No musical works in the repertoire of the Performing Rights Society may be performed in public on the premises unless the Hirer has obtained the permission of the society. No copyright material may be delivered or performed unless the consent of the owners of the copyright has been obtained by the Hirer. The Hirer must indemnify the school and the County Council against any action for breach of copyright.

#### **24 Attendance and behaviour**

- The Hirer shall ensure that the number of persons using the premises does not exceed that for which the application was made and approved.
- The Lettings clerk will provide hirers with guidance on the maximum numbers that can safely be accommodated in the Gym, Hall etc.

- The Hirer shall be responsible for ensuring the preservation of good order for the full duration of the letting and until the premises are vacated. The Hirer shall at all times provide an adequate number of supervisors for any activity and those supervisors shall be present throughout the hiring period. The Hirer shall be liable for damage caused by unruly or inappropriate behaviour.
  - It is the Hirer's responsibility to ensure that all those attending are made aware of their responsibilities and Hirer's insurance arrangements.
  - After 9.30 p.m. peripheral lighting of the sports hall is switched off and late night users are advised to be offsite by that time (unless by prior arrangement given at the discretion of the Head Teacher, acting on behalf of the Governing Body).
- 25** The School reserves the right to exclude individuals or companies that it considers undesirable or inappropriate. The Head Teacher reserves the right to require a representative to be in attendance for the preservation of good order and safety and to recover from the Hirer any additional expenses incurred as a result of this condition. If the Head Teacher's representative considers the behaviour of the Hirer, its guest/delegates or third party contractors to be unreasonable, then the representative may cancel and/or terminate the event with immediate effect and the School shall not be obliged to refund any part of the Hire charge.
- 26 Alcohol**  
In no circumstances shall alcoholic drinks be available at any function without prior written consent of the Head Teacher, acting on behalf of the Governing Body (obtained by the Lettings Clerk.) Permission will be granted only in exceptional circumstances. Applications must be made in writing at the time the Hirer applies for the use of the premises. If permission is granted for alcoholic drinks to be sold it will be the responsibility of the Hirer to ensure that a Temporary Event Licence is obtained from the local Licensing Authority. The Hirer agrees to comply with all conditions and limitations attached to the Temporary Events Notice obtained.
- 27** The School reserves the right to require sight of a Temporary Event Notice prior to the letting.
- 28 Gambling**  
The premises may not be used for games of chance, other than bingo, unless specific permission has been granted by the governors.
- 29 Decorations**  
Hirers must not decorate the premises hired without the prior consent of the Site Manager.
- 30 Emergency evacuation procedures**  
Hirers shall familiarise themselves with the fire precautions in force on the premises and with the means of evacuation in the event of a fire, bomb warning or any other threat to safety. The Hirer is responsible for ensuring that persons attending are made aware of the evacuation procedures. Fire and other exits must be kept clear at all times.
- 31 Smoking**  
The school is a no smoking site.
- 32 Site Manager**  
The Site Manager is instructed by the governors to ensure that the conditions of hire are fully complied with. All reasonable instructions given by the Site Manager on duty must therefore be followed.
- 33** Use of the premises is limited to the accommodation hired and necessary facilities such as toilets. Car parking is permitted in designated areas at the premises subject to availability. In the interest of 'access for all' patrons are requested to only use the disabled parking if they are holders of, and display a nationally recognised disabled parking permit. Cars are parked at owners' risk.
- 34 Right of access**  
The Governing Body and its agents reserve the right of access to the premises during the letting.
- 35** The Head Teacher or his/her representative reserves the right to suspend or withdraw use of the school by an individual group with immediate effect on the following grounds:
- causing intentional damage to the school, its equipment or any personal belongings of other users
  - violent, threatening or abusive behaviour to a member of staff or other users
  - theft of any property belonging to the School or other users
  - disruptive behaviour which is interfering with the activities of others
  - behaviour which puts at risk the health, safety or well-being of others
  - non-compliance with or breach of licensing laws
  - behaviour which is deemed to be offensive and/or results in complaints from users

- refusal to follow reasonable directions from the Site Manager on duty or other members of the school's staff
- non-payment of school invoices
- any other behaviour which is considered inappropriate to the smooth and efficient operation of the School, or against the interests of all users.

Following the suspension, the user will be given reasons in writing and will be offered the opportunity to appeal to the governing body of the School whose decision will be final.

- 36** The Hirer may not assign or sub-let the hire of the School.
- 37** The School will supply the Hirer with the telephone number of the Site person on duty, for contact, in the event of an emergency.
- 38** Premises hirers and community third party users must report all incidents related to unsafe premises or equipment to the school (using the incident reporting form for lettings in Appendix A).

## Appendix A

**Incident Reporting Form for Lettings (to be completed in addition to notification of the site person on duty, via the telephone numbers supplied).**

Date and time of letting	
Name of the person reporting this incident?	
What happened?	
Nature of letting?	
Where did it happen?	
Who was involved?	
What there any damage to property, equipment or other items as a consequence of this incident?	
Date and signature	