CONDITIONS OF HIRE

Table of Contents

[1. Acceptance of Conditions 2](#_Toc484696134)

[2. Nominated Person 2](#_Toc484696135)

[3. Areas hired 2](#_Toc484696136)

[4. Behaviour and Supervision 2](#_Toc484696137)

[5. Periods of hire 2](#_Toc484696138)

[6. Numbers 2](#_Toc484696139)

[7. Cleaning 2](#_Toc484696140)

[8. Health and Safety 2](#_Toc484696141)

[9. Fire 3](#_Toc484696142)

[10. DBS checks 3](#_Toc484696143)

[11. School equipment, fabric and fittings 3](#_Toc484696144)

[12. Hire of extra facilities 3](#_Toc484696145)

[13. Hirer’s property 3](#_Toc484696146)

[14. Right of access 3](#_Toc484696147)

[15. Deposits 3](#_Toc484696148)

[16. Payment of charges 3](#_Toc484696149)

[17. Insurance 4](#_Toc484696150)

[18. Own Risk 4](#_Toc484696151)

[19. Accident or Injury 4](#_Toc484696152)

[20. Food 4](#_Toc484696153)

[21. Alcohol 4](#_Toc484696154)

[22. Sale of Goods 4](#_Toc484696155)

[23. Animals 5](#_Toc484696156)

[24. Musical Works and Copyright 5](#_Toc484696157)

[25. Public Entertainment 5](#_Toc484696158)

[26. Indemnity 5](#_Toc484696159)

[27. Cancellation policy 5](#_Toc484696160)

[28. Warranties and Undertakings 5](#_Toc484696161)

### Acceptance of Conditions

The hiring of accommodation in Braywick Court School (the “School”) is permitted only on the conditions set out below. Signing our booking form and Receipt of an Agreement Letter by a hirer is deemed to be acceptance of these conditions.

### Nominated Person

The hirer must nominate at least one person who will be on site during the period of the actual hiring to ensure that the prescribed conditions of hire are met. This person must be identified and notified to the Headteacher/ Office Manager or his/her representative. The Hire must not be sub-let or reassigned to any other organisation or individual.

### Areas hired

The hirer must ensure that only the areas hired are used.

### Behaviour and Supervision

Staff without Enhanced DBS checks must be supervised at all times within the building and grounds by staff with an Enhanced DBS check during the school day when school pupils are present. The hirer will be responsible for ensuring the good behaviour of all those using the School premises – (the “Property”). S/he must keep noise at a reasonable level, as determined by the School’s on-site staff, at all times.

### Periods of hire

The hirer must ensure that the period of actual hire does not exceed the times agreed. If the premises are not vacated by the end of the hire period a penalty charge of £45 per hour will be incurred.

### Numbers

The numbers of people using the School premises or grounds at any one time must not exceed the numbers permitted by fire regulations and agreed with the School. Failure to comply with this condition will result in the immediate termination of the hiring without refund.

### Cleaning

The hirer must leave the areas used, including the School grounds, in a good state of cleanliness as found. If the areas of Hire are not cleaned to a sufficient standard to allow the school to reopen the Hirers deposit will be retained.

### Health and Safety

The health and safety features of the School, such as evacuation routes, will be indicated by school staff in advance of the Hire. The hirer must not interfere with, or misuse, any property of the School which is provided in the interests of health, safety or welfare. Hirers have a responsibility to ensure that all activities are safe and to safeguard their participants from avoidable harm. No smoking is permitted anywhere on the grounds or in the building. The Hire must ensure they have adequate First Aid provision for the duration of the Hire.

### Fire

The hirer will be made aware of the School’s fire evacuation procedures relating to the area hired. All fire exits must be kept absolutely clear during the hiring. The hirer will be required to partake in all the schools fire drills that take place while the hire is being undertaken.

### DBS checks

Hirers must ensure that DBS checks are in place in accordance with the School’s Safeguarding policy. The School will seek written assurance that the hirer has appropriate policies and procedures in place in regard to safeguarding children.

### School equipment, fabric and fittings

No use may be made of School equipment, such as pianos, without the prior agreement of the School. The hirer must not interfere with the fabric, fittings or contents of the School premises in any way, this includes drilling or pinning decorations/posters etc to walls.

### Hire of extra facilities[[1]](#endnote-1)

The provision of additional facilities such as OHPs, TV, video, interactive whiteboards etc., must be agreed with the school and for which there will be an additional charge.

### Hirer’s property

a). Permission should be obtained from the School in advance if the hirer wants to bring electrical and other items equipment into the Property. Hirers may not bring equipment or articles of an inflammable, explosive or dangerous nature onto the School premises.

b). The School cannot accept any liability for the Hirer’s or their guest’s property on the premises at any time during the hire. This includes vehicles and their contents parked at the premises

### Right of access

Bellevue Place Education Trust and its agents reserve the right of access to the premises during the hiring.

### Deposits

The School reserves the right to require the hirer to pay a £100 refundable deposit. This will be held by the School against any damage caused by the hirer or supplementary cleaning required as a result of the hiring.

### Payment of charges

Any refundable deposit and the hire charge of must be paid one month in advance.

### Insurance

The hirer is required to have insurance in place or if insurance is not available to provide written notification that insurance is not available. Any insurance provided must provide cover for the hirer in the event of a claim for damage to property or injury made against the hirer from a third party, which arises out of the hiring of the School premises. The hirer shall obtain insurance against legal liabilities to third parties (including the school) with a limit of indemnity of at least £5 million for any one incident. Evidence of adequate insurance must be provided on request from Bellevue Place Education Trust or the school.

### Own Risk

It is the hirer’s responsibility to ensure that all those attending are made aware that they do so at their own risk.

The hirer must accept full and total responsibility for any accident, injury or loss of life.

### Accident or Injury

a) The hirer is responsible for all first aid requirements and must report any injuries to the School and complete an Accident Form.

b) The hirer must comply fully with instructions from the School and/or the emergency services.

c) Any spillages or other accidents must be notified to the School as soon as possible.

d) Bellevue Place Education Trust does not accept any responsibility for any accident or injury or loss of property that may occur to, or be sustained by, persons using the School premises during the period of the hiring.

### Food

The hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations.

### Alcohol

Alcohol may not be sold or served without the written agreement of the School. If permission is given and the School does not already hold an Alcohol Licence then alcohol may not be sold on the premises without a magistrate’s licence. It is the responsibility of the hirer to obtain and show the licence to the Headteacher/ Operations Director prior to the sale of any alcohol. Under no circumstances may alcohol be consumed during the school day.

### Sale of Goods

The hirer shall, if selling goods on the Premises, comply with the Fair Trading Laws and any code of practice used in connection with such sales. No external advertising of the hirers service outside the school premises shall be permitted except with the express permission of the Headteacher

### Animals

The hirer shall ensure that no animals (including birds) except for guide dogs are brought into the premises unless otherwise agreed with the School

### Musical Works and Copyright

No musical works in the repertoire of the Performing Right Society may be performed in public in the Property unless the hirer has obtained the permission of the Society. No copyright material may be delivered or performed without the consent of the owner of the copyright.

### Public Entertainment

Film, musical, dancing (including disco), and stage events must all be considered public entertainments unless entrance is restricted to those who are bona fide members of the organisation hiring the premises. If admission is open to all, or if tickets are to be sold at the door or offered to the public, it is the hirer’s responsibility to obtain an Occasional Licence.

### Indemnity

The hirer indemnifies Bellevue Place Education Trust and the School from and against any liability, damages, costs, charges and expenses incurred by the School as a result of any breach by the hirer of these conditions.

### Cancellation policy

If the booking is cancelled by the Hirer with 14 days or more working days notice then a full refund will be given.

If the booking is cancelled by the Hirer with between 8-13 days notice then a 50% refund will be given.

If the boking is cancelled by the Hire with 7 or less working days notice then no refund will be given.

### Warranties and Undertakings

* 1. We agree, warrant and undertake that:
* We are fully empowered and authorised to grant the rights granted in this agreement and we are free to enter into this agreement without having to obtain additional consent from any third party.
* That we have advised you of any defects or dangers that we are aware in relation to the hiring.
* We will not make any disclosure or supply any information or photographs or any other material whatsoever to the public or third party (other than as required by law) relating to this agreement or your activities hereunder
* This agreement is subject to the Conditions of Hire and in conjunction with any Guidelines for Use which we have made available to you.
* This agreement is governed by and shall be construed in accordance with English Law.
  1. I accept these conditions
  2. Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   
       
     Date:
  3. Print name:
  4. Position in Organisation[[2]](#endnote-2):
  5. Organisation[[3]](#endnote-3):

1. Please contact the Office Manager for further information [↑](#endnote-ref-1)
2. If applicable [↑](#endnote-ref-2)
3. If applicable [↑](#endnote-ref-3)