

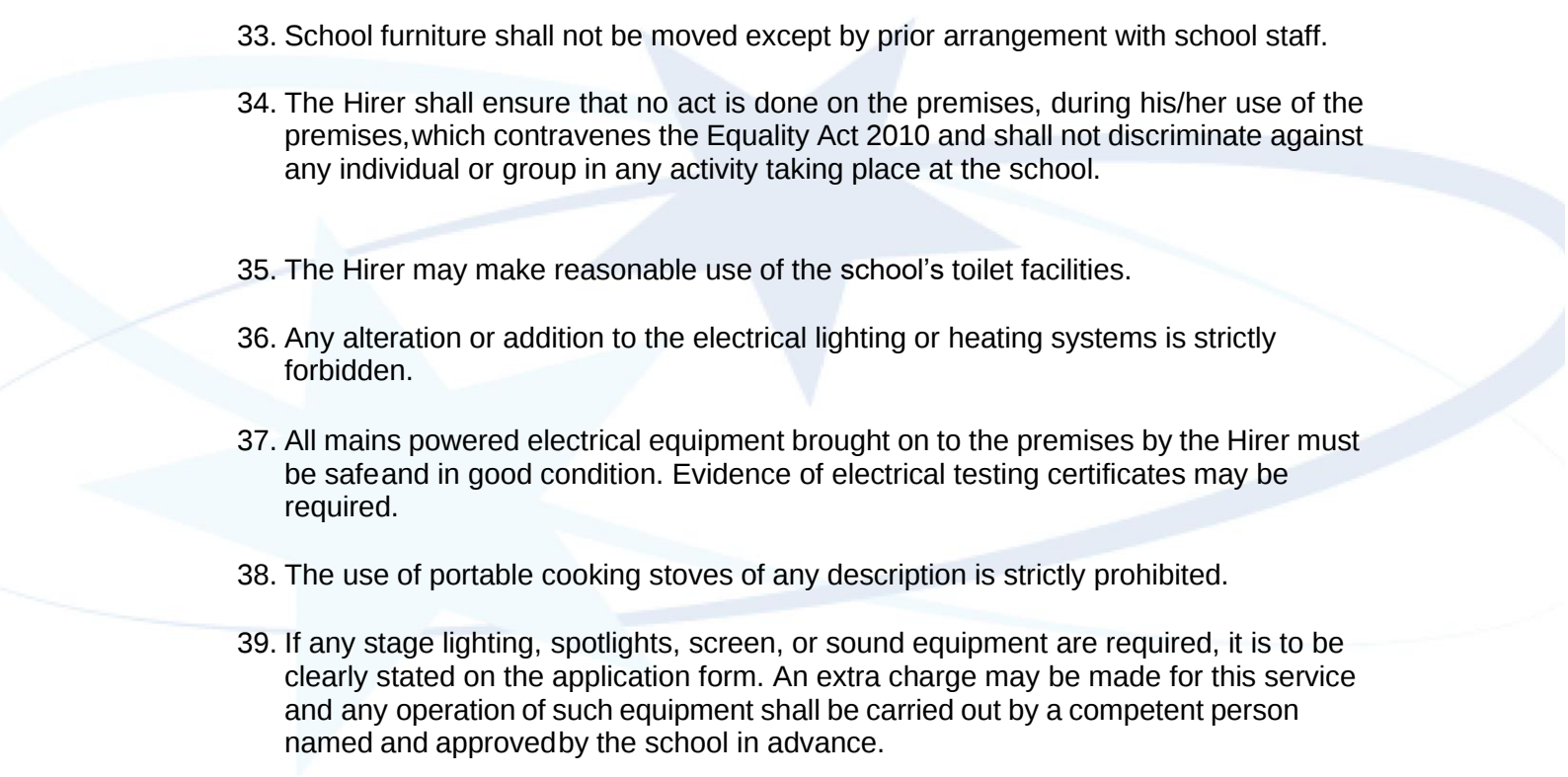
TERMS AND CONDITIONS FOR LETTING AGREEMENT

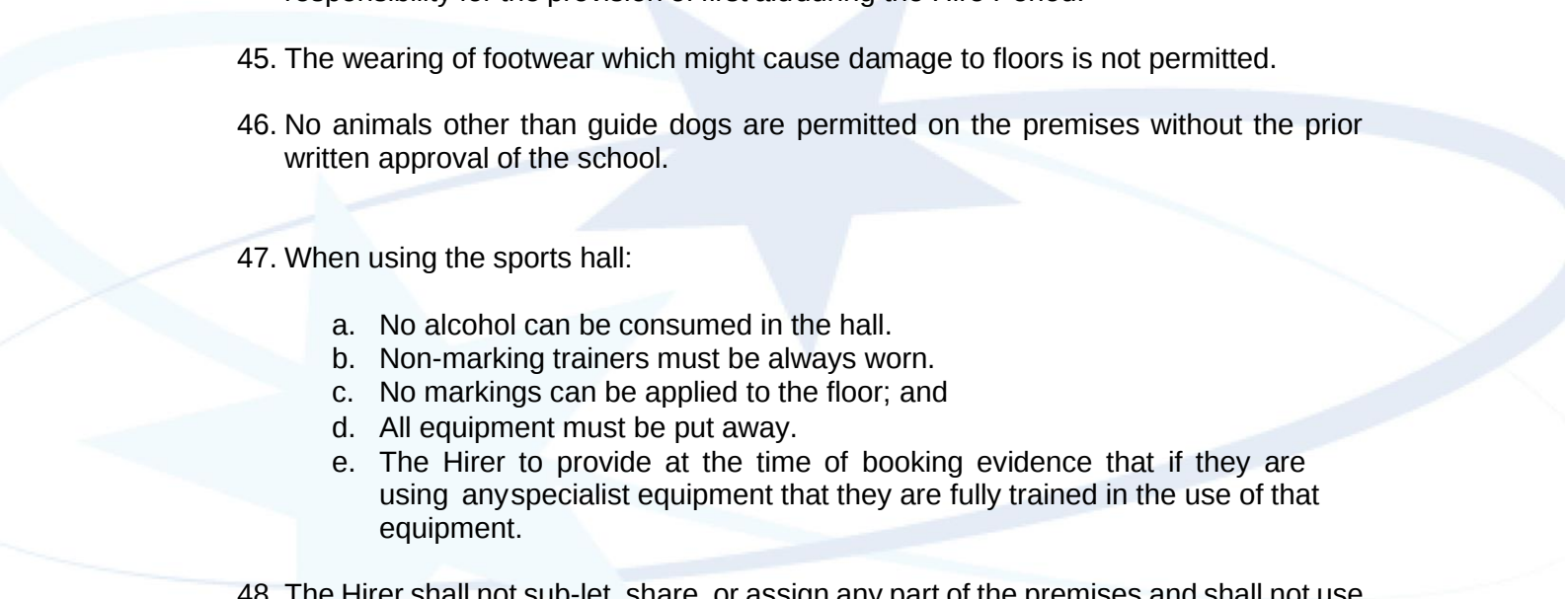
1. The Hirer shall be responsible for the payment of the Hire Charge and any other charges agreed from time to time in respect of the hiring of the Premises.
2. All applications for hire must be agreed and confirmed by the School's Operations Manager.
3. All charges are required to be paid within 30 days from reception of the invoice. No booking will be accepted later than 7 days prior to the date required.
4. The school may at any time cancel, postpone, or delay any booking, in which case the Hirer will be reimbursed the appropriate amount of the Hire Charge made. If the School finds it necessary to postpone or cancel a booking, as much notice as possible will be given. The school will not accept liability for any loss arising from any such postponement or cancellation.
5. Hirers will be charged the full lettings amount unless cancellation is made 5 days or more before the booking.
6. Hirers must only use the facilities that they have booked via the School Booking form.
7. The school shall always resolve conflicting requests for the use of the Premises with priority being given to the school.
8. Smoking is not allowed anywhere on the school's premises including outside spaces. Designated smoking areas can be located outside the school perimeter.
9. The Hirer and/or his/her named representative or the responsible person(s) whose name(s) and address(s) must have been supplied to the school before the date of the hiring and must attend the Premises throughout the period of the hire. If the Hirer leaves the event before it finishes, a named representative must be nominated to remain until all the guests have left the school premises.
10. The School's Caretaking Staff will be always on duty.
11. The site team will liaise and confirm with the hirer that the booking is correct and that the hirer is using the correct facilities.
12. Hirers will be charged for using other facilities if these have not already been booked or are over-running.
13. Neither the School nor their representatives shall be liable for any injury (including injury resulting in death) or damage to or loss of property whatsoever which shall or may occur to or be sustained by the Hirer, his/her assistants, servants or agents or others entering on the property in the exercise or purported exercise of the hiring (except such injury or damage as may occur by reason of the neglect of the School

or their representatives, servants or agents acting within the scope of their authority). The Hirer will indemnify and keep indemnified the School and/or its representatives and servants and agents from and against all claims and liability in respect of such injury or damage and all actions, proceedings, costs, damages and expenses in regard thereto and also from and against all other liability claims, demands, proceedings, costs, damages and expenses in respect of injury to persons whomsoever (including injury resulting in death) and damage to or loss of property whatsoever which may arise out of or in consequence of the exercise or purported exercise of the hiring (except as aforesaid).

14. The school shall not be responsible for:
 - I. any indirect or consequential damage arising from any breach of this agreement by the school.
 - II. any loss or damage to any article of any kind brought to or left on the school's premises.or
 - III. any loss due to acts or omissions of third parties or for any loss due to equipment breakdown, failure of the electricity supply, leakage of water, flooding, terrorism, fire, government restriction, act of God or any event which is beyond the school's control which may cause the premises to be temporarily closed or the hiring to be interrupted or cancelled.
15. The school will not be held responsible for the loss, damage or theft of any cars or other vehicles parked on its premises.
16. The Hirer will keep the school and its officers, servants and agents fully indemnified from and against all losses or damages incurred by the school or any claims made against the school (including legal fees) as a consequence of the Hirer's hiring of the Premises.
17. The Hirer must immediately inform the school should any matter arise which impinges upon the security or health and safety of people present on the school's premises. Hirers must comply with all relevant Health and Safety legislation in force from time to time and any regulations imposed by the school from time to time for the safety and security of the Premises and all those using the Premises.
18. The Hirer shall not infringe any subsisting copyright or performing right, and hereby indemnifies the school against all sums of money which the school may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire.
19. In the event of any damage, the school will need to make it good and the Hirer, by the acceptance of these Terms and Conditions, will thereby be deemed to have undertaken to pay the cost of such reparation as certified by or on behalf of the school.
20. Members of the School reserve to themselves and their officials the right to enter the premises hired at all times on producing evidence of their identity.

21. Entrance to the Premises will be through the agreed entrances which will be opened by the school at an agreed time. It will be the responsibility of the Hirer to ensure that the Premises are secure during the Hire Period. Admission to the School will not be allowed until the time specified upon booking.
22. The Hirer shall ensure that events are properly supervised, with sufficient stewards if so required. Suitably qualified instructors must be used where appropriate to the activity e.g. sporting or dance activities. The Hirer must ensure that risks associated with activities are properly controlled during the Hire Period. The school is not responsible for undertaking risk assessments for the Hirer's activities. The school reserves the right to terminate this agreement if the Hirer fails to ensure suitable arrangements are in place for safeguarding children and/or vulnerable adults.
23. The Hirer must ensure that any noise or music played does not interfere with other activities within the school and cannot be heard from any neighbouring houses. Any request to turn the music down by any member of the school or any other authorised person must be adhered to. The Hirer should ask its guests to leave the School Premises quietly at night-time to avoid disturbing its neighbours. All emergency exits and vehicular exits are to be always kept clear.
24. No nails, tacks, screws etc. shall be driven into or adhesives fixed to any of the walls, floors, ceilings, furniture, or fittings. Decorations must only be fixed into place with a method approved of by the school.
25. The hirer must not remove any notice boards, whiteboards or remove any text from the whiteboards or posters from the notice boards.
26. The Hirer is responsible for clearing away any rubbish from the hired facilities and leaving the Premises clean and tidy.
27. The hirer is responsible for ensuring that all relevant health and safety legislation and regulations are followed.
28. The hirer is responsible for ensuring that all instructors hold the relevant qualifications.
29. The Hirer shall ensure that caterers, contractors and others supplying or serving refreshments, or providing decorations etc. comply with all current legislation relating to food hygiene, health, welfare and safety matters and remove from the School premises all their articles, property, refuse, decorations, sets, props, equipment and other items by end of the Hire Period and shall observe and carry out any instructions which may be given to him/her in this regard. Any items left behind will be stored at the Hirer's expense. The school reserves the right to dispose of any items left in the premises at the end of the Hire Period but will make reasonable efforts to notify the Hirer before doing so.

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30. The Hirer will be responsible for the proper use of fixtures and fittings and must take reasonable steps to ensure that there is no damage to the fixtures, fittings, School equipment or premises including the grounds. This includes notice boards and whiteboards.
 31. The seating accommodation provided is limited to the number of chairs that are on the school premises on the day of hire and is arranged so as not to affect the means of escape from the premises and to accord with any approved layout which exists for the premises.
 32. The school reserves the right to ask the Hirer to keep a register of those attending the school's premises as a result of the hiring of the premises.
 33. School furniture shall not be moved except by prior arrangement with school staff.
 34. The Hirer shall ensure that no act is done on the premises, during his/her use of the premises, which contravenes the Equality Act 2010 and shall not discriminate against any individual or group in any activity taking place at the school.
 35. The Hirer may make reasonable use of the school's toilet facilities.
 36. Any alteration or addition to the electrical lighting or heating systems is strictly forbidden.
 37. All mains powered electrical equipment brought on to the premises by the Hirer must be safe and in good condition. Evidence of electrical testing certificates may be required.
 38. The use of portable cooking stoves of any description is strictly prohibited.
 39. If any stage lighting, spotlights, screen, or sound equipment are required, it is to be clearly stated on the application form. An extra charge may be made for this service and any operation of such equipment shall be carried out by a competent person named and approved by the school in advance.
 40. Arrangements for parking on the school premises to be notified to the hirer when the application is accepted. Cars shall not be parked to cause an obstruction at the entrance or exits from, the school. In particular, the hirer must ensure that access to the school by emergency vehicles is not obstructed or delayed. Where parking accommodation is available, this must be used, and users of the school should avoid undue noise on arrival and departure.
 41. No advertisements, emblems or slogans shall be displayed outside the school premises without the prior written permission from the school.
 42. The Hirer must not bring on to the Premises anything which may endanger the school premises, its users or which may adversely affect any insurance policies.

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43. It is the duty and responsibility of the Hirer, or his/her representative, to be aware of the evacuation procedures of the premises in the event of an emergency. Those procedures will be enclosed with these Terms and Conditions of Hire. It is also the duty of the Hirer to ensure that these emergency procedures are brought to the attention of all people, both participants and spectators, as part of the Hirer's general responsibility for the Health and Safety of everyone present on the site arising as a result of the hiring of the Premises.
44. Suitable organised supervision must be maintained of all people engaged in or associated with the activity e.g., young children require continuous supervision in the changing areas and corridors to avoid possible unruly behaviour. The Hirer must ensure that a qualified person is available on site, commensurate with the risks of the activity pursued, to administer first aid if necessary. The school takes no responsibility for the provision of first aid during the Hire Period.
45. The wearing of footwear which might cause damage to floors is not permitted.
46. No animals other than guide dogs are permitted on the premises without the prior written approval of the school.
47. When using the sports hall:
- a. No alcohol can be consumed in the hall.
 - b. Non-marking trainers must be always worn.
 - c. No markings can be applied to the floor; and
 - d. All equipment must be put away.
 - e. The Hirer to provide at the time of booking evidence that if they are using any specialist equipment that they are fully trained in the use of that equipment.
48. The Hirer shall not sub-let, share, or assign any part of the premises and shall not use it for any other purpose than that for which it has been hired.
49. Hire of Premises relates to the facility or area of the building/grounds that has been booked for hire. Other areas of the school are not to be used. A hiring is the non-exclusive use of the area of the building/grounds in question and may be subject to change by the school. No legal or equitable estate or interest is granted or implied by any hiring the subject of these Terms and Conditions of Hire.
50. The school reserves the right to ask the Hirer to obtain public liability insurance and to produce evidence of the insurance to the Lettings Officer before the hiring commences.
51. The Hirer must not use the facilities for any unlawful or immoral purpose.
52. The Hirer shall not use the premises or permit them to be used for gaming or wagering other than lawful gaming carried on in accordance with the provisions of the Gaming Act 2005, or any subsequent Act which in whole or in part replaces it.

53. The school reserves the right to amend these Terms and Conditions at any time on reasonable notice to the Hirer.

Signed _____

Date _____

