



## **Terms and conditions of lettings.**

These conditions, together with the form of application to hire accommodation at The Willows Primary School, the conditional confirmation of booking and the receipted account for the hire, shall constitute the contract between the school and the hirer(s)

### **1. Application**

All applications for the hire of the premises must be on the form provided and (subject to clause 2 below) the person(s) signing the application shall be deemed to be the hirer(s). The council reserves the right to refuse any application without explanation.

### **2. Capacity of Hirer**

Persons applying to hire school accommodation on behalf of unincorporated associations (e.g. clubs and societies), firms and companies shall:-

- a) Disclose that fact on the application form and indicate the name of the association, firm or company and its principal place of business or (in the case of companies) its registered office;
- b) Be deemed to have authority to enter into this contract on behalf of the association, firm or company and to bind it or as the case may be its partners, members and officers.

### **3. Payment**

Twenty-five per cent of the charges, by way of deposit shall be due and payable on receipt of the invoice and if the charges are not so paid, the letting may at any time be declared void and the premises may be re-let to any other person by the School. The balance of the charges is due and payable twenty-eight days before the date of the hire and where there is more than one function, then before the first of those functions. If the balance of the charges is not paid, the letting may at any time be declared void and the premises may be re-let to any other person by the council. The School may revise the charges at any time without notice. The hire is made on the understanding that any increase or decrease in charges before the function date will be paid by the hirer or allowed by the school as appropriate.

### **4. Electrical Equipment**

All portable electrical equipment including D.J equipment must have a current electrical test certificate for use within the building. A copy of the certificate must be handed to the hall keeper at the commencement of the function.

### **5. Seating Capacity and equipment**

The maximum number of persons to be admitted and conditions of access and egress, if applicable should be supplied to the school at least seven days prior to the date of the hire. The hirer must ensure that attendees do not exceed the stipulated figures at any time during the hire. Gangways must not be interfered with in the interests of public safety. Entrances, exits, corridors and passageways must be kept clear of obstructions. Seating, lighting, and other requirements should be specified at the time of the booking. No responsibility will be accepted by the School should the hirer fail to do so. The hirer is responsible for equipment in or brought to the premises. The School will not accept liability for any loss or damage attributable or arising out of the presence, use or condition of such equipment. Storage facilities for the hirers own equipment will not be provided by the School.

## **6. Cancellation by the school**

The School reserves the right to cancel any hire at any time without notice and without assigning any reason. As much notice as possible will be given. In such circumstances, the school can accept no liability for loss incurred as a result of such cancellation but undertake to refund any payment made or would endeavour to rearrange any booking.

The School reserves the right to censor and cancel without liability or loss incurred as a result of such censorship or cancellation any play, sketch, lecture or any other performance or event.

## **7. Cancellation by the hirer**

In the event of the hirer(s) wishing to cancel the booking, there will be a charge of 25% of the total hire charges incurred if the cancellation is more than 28 days from the function date. If less than 28 days notice is given by the hirer(s), then the full hire charges will still apply.

## **8. Refusal of admission**

The School reserves the right to refuse admission of any person to the premises and to require any person to leave the premises upon request by an authorised employee or agent of the School

## **9. Performing Rights**

No copyright dramatic or musical work can be performed unless the licence of the owner of the copyright is produced to the School before the hiring.

The charges include (where applicable) all payments in respect of the hirer(s) liability under the Copyright Acts.

The hirer(s) shall indemnify the School against any infringement of copyright, which may occur during the hiring.

## **10. Indemnity and insurance**

The hirer(s) agree(s) to indemnify the School against actions, proceedings, claims, damages, awards or costs in respect of loss, damage, death or personal injury occurring during the period of hire.

The above indemnity must be covered by £5,000,000 Public Liability insurance. Proof of such must be provided on return of the booking form.

Should the hirer require this insurance arranging, the School can do so at a rate of 10% of the total cost of the hire.

Refund of the 10% premium paid cannot be made once cover has been affected by the School.

## **11. Damage to the premises**

It is the hirer(s) responsibility to protect the premises during a period of hire. If any damage occurs or is sustained during a period of hire (other than damage or destruction, which in the opinion of the School could not reasonably have been prevented) the hirer(s) shall forthwith indemnify the School against the same and in particular but without prejudice to the foregoing;

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- i) The hirer(s) shall ensure that no nails, screws, etc. are driven into any part of the premises
- ii) The premises must be left in a clean and tidy condition. Any equipment used (subject to permission) must be returned to its original position

## **12. Preservation of order**

The hirer(s) shall not permit any drunk and disorderly conduct to take place on the premises.

No unlawful gaming shall take place on the premises and the distribution of cash prizes or any announcement thereof is strictly prohibited.

#### Access to Police and School Staff

The School reserves the right of entry to the premises at any time during the hiring for the Manager and other authorised employees or agents of the School and Police Officers who shall have full power to enforce these conditions and preserve peace and good order.

### **13. Advertisements**

Except with prior written consent of the School;-

- i) No advertising of a commercial nature shall be permitted at the premises
- ii) No advertising matter shall be placed on the exterior of the premises except on the day of the event and in any case, advertising only the event which is taking place, approved by the School and must be removed immediately after the event
- iii) The hirer(s) should before publishing, distributing or exhibiting the same submit to the School for approval a copy of all notices and tickets to be used in connection with the hiring.

### **14. Compliance with the School's requirements**

The hirer(s) must comply with any requirement imposed by the School in writing to prevent damage to the premises, disturbance to residents or for any other reason. This agreement may relate to more than one hiring.

If this requirement is not observed under this clause, on the occasion of any other such hiring, the School can review and if necessary limit the scope or refuse any hiring which has not yet taken place, without paying compensation to the hirer.

### **15. Exclusion clause**

In addition to any matter or thing liability for which is excluded or restricted by any other condition, the School is not responsible for;

- A) Any article brought onto or left in any part of the premises
- B) Theft, loss or damage to any vehicles parked in any car park provided

### **16. Car Parking**

It is the hirer(s) responsibility to ensure that people attending the premises comply with the School's Conditions for car parking to ensure that such people park in a considerate matter without causing inconvenience to others.

### **17. Piano tuning**

Pianos are tuned on a regular basis. Should the hirer(s) need additional tuning this can be arranged for an additional charge.

### **18. Agreement as Contractual only**

No part of the contract between the School and the hirer(s) shall create any right of property and the interest of the hirer(s) in the premises is a contractual licensee only.