



'Ambitious for All'

TERMS AND CONDITIONS OF HIRE



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APPENDIX

HIRER'S INSURANCE – INDEMNITY CLAUSE

In accordance with the terms of hiring, it is customary to require persons/organisations to accept responsibility for damage to the premises and its equipment and for the Third Party claims involving injury to persons and/or damage to property.

A INJURY TO PERSONS OR PROPERTY

1 The Hirer shall indemnify the school and Hampshire County Council against all claims for damages, compensation and/or costs in respect of:

- (i) bodily injury or illness to Third Parties, including the County Council's servants and agents and/or
- (ii) damage or loss to Third Party property caused by, or arising out of, or being incidental to the Hirer's use of the premises.

2 The Hirer shall effect adequate insurance to cover this liability with a minimum limit of indemnity of:

- £10 million for commercial hiring except where otherwise agreed;
- £5 million for non-commercial hiring.
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Hirers must produce evidence that the required insurance cover is in place at least 7 days before the event.

NON-COMMERCIAL HIRERS

Due to difficulties experienced by non-commercial hirers in arranging Public Liability Insurance with a Limit of Indemnity of at least £5 million (the lowest limit acceptable for use of Hampshire County Council premises), the County Council has arranged for the following policy, and hirers who cannot produce evidence of Public Liability Insurance, must as a condition of the proposed hiring, accept the Hirer's Insurance arranged by Hampshire County Council (provided they do not fall within the definition of the exclusions listed below).

HAMPSHIRE COUNTY COUNCIL – ON BEHALF OF NON-COMMERCIAL INDIVIDUALS AND ORGANISATIONS HIRING COUNTY COUNCIL SCHOOLS, COMMUNITY COLLEGES, EDUCATION CENTRES AND OTHER HAMPSHIRE COUNTY COUNCIL PROPERTIES

TERMS AND CONDITIONS OF HIRE

1. **In these conditions** – ‘College’ means the College identified at the head of this document. ‘County Council’ means Hampshire County Council.
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** – 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/herself that the facilities to be hired are suitable for his/her purposes.
6. The use of the premises must not interfere with the proper working of the College 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 footwear should be worn in the gymnasium or sports hall. 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 further guidance the Hirer should consult the regulations described in the HCC document ‘Safety in Physical Education’, available at the College.
8. **Grass Sports Pitches, Hard Court Multi-Use Games Areas and All-Weather Pitch**
 - a) These facilities should be used for their intended purposes only, ie participation in formal and informal play and sport.
 - b) The grass sports pitches and hard court multi-use games areas shall be hired, together with access to toilets and changing accommodation at the College. The Hirer shall not have access to any other parts of the College.
 - c) 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.
 - d) The grass sports pitches shall have a limited playing capacity. The College reserves the right to restrict use of the grass sports pitch to protect it

TERMS AND CONDITIONS OF HIRE

during inclement weather; when damaged or under repair; when

waterlogged; or to fit in with the College curriculum or College demands. Litter must be removed from the facility at the end of the hire session, by the Hirer.

- e) Correct footwear must be used on the all-weather pitch (please see attached).
- f) Equipment must be put back at the end of each session.

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

10. 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 College's furniture (other than chairs in the hired accommodation) and equipment shall not be moved except by prior arrangement. Official exit ways must be kept clear at all times. Any alteration or addition to the College's lighting or electrical heating system is strictly forbidden, except with the written consent of the Headteacher. 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.

11. The Hirer is responsible for the safeguarding and safekeeping of all items belonging to the Hirer, its guests/delegates or third parties engaged by it. The College accepts no responsibility for such items.

12. 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.

13. Hirer's property – Furniture and apparatus required may be brought onto the premises at the Hirer's own risk. Hirers shall not bring onto the premises, without the prior consent of the Governors, an 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.

14. The Hirer shall indemnify the establishment and Hampshire County Council against all claims for damages, compensation and/or costs in respect of:

TERMS AND CONDITIONS OF HIRE

- i) Bodily injury or illness to Third Parties and/or
- ii) Damage to Third Party property caused by or arising out of or being incidental to the Hirer's use of the premises.

15. The Hirer shall be responsible for the loss or damage to the establishment's premises and contents therein the property of Hampshire County Council.

16. The Hirer shall effect adequate insurance in respect of the liabilities and the loss or damage referred to respectively in Conditions 14 and 15 above (see Appendix following Conditions of Hire for explanatory notes on insurance).

17. Refusal of hire – The Governors may refuse an application to hire the premises if:

- i) The premises are required by the College.
- ii) There has been any damage to the property or breach of these conditions during previous use of the premises by the Hirer.
- iii) 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 decision.

18. Cancellation by the Governors - The College reserves the right to cancel any hiring without further notice if:

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

In the event of i), all hiring fees will be refunded to the Hirer, but the College shall have no further liability to the Hirer. In the event of ii) and iii), any refund of hiring fees shall be at the discretion of the College. 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.

19. Cancellation by the Hirer – The Hirer must give at least four weeks' notice of cancellation to the Community Programme Co-ordinator 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. Cancellation

TERMS AND CONDITIONS OF HIRE

fees shall be charged at a percentage of the total hire cost depending on the amount of notice give. These are as follows:

At least 4 weeks' notice – no charge

1 – 4 weeks' notice – 50% charge

Less than 1 week's notice – full charge

20. Payment of charges - Invoices will be issued at the end of each month for all the hires that have taken place in that month. This invoice must be paid in full within 28 days of its issue.

The Governors 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 hired area in a clean and reasonable condition.

21. i) The Hirer acknowledges that in the event that the Hirer cancels the hiring there will be a cancellation fee payable as set out in the attached Schedule and any refund of monies already paid will be at the discretion of the College.

ii) All hire charges must be paid within 28 days of the invoice being issued.

iii) The College reserves 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 from the 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.

iv) 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 College meals facilities and equipment is subject to County Council conditions and a deposit of £100 is required.

22. Statutory requirements

i) 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.

ii) 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

TERMS AND CONDITIONS OF HIRE

of the owners of the copyright has been obtained by the Hirer. The Hirer must indemnify the College and the County Council against any action for breach of copyright.

23. Attendance and behaviour

- i) The Hirer shall ensure that the number of persons using the premises does not exceed that for which the application was made and approved.
- ii) 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.
- iii) It is the Hirer's responsibility to ensure that all those attending are made aware of their responsibilities, and the County Council's and Hirer's insurance arrangements.

24. The College reserves the right to exclude individuals or companies that it considers undesirable or inappropriate. The Headteacher 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 Headteacher'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 College shall not be obliged to refund any part of the hire charge.

25. Alcohol – In no circumstances shall alcoholic drinks be available at any function without prior written consent of the Governors. 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 Notice is obtained from the local licensing authority. The Hirer agrees to comply with all conditions and limitations attached to the Temporary Event Notice he obtains.

26. The College reserves the right to require sight of a Temporary Event Notice prior to the letting.

27. Gambling – The premises may not be used for games of chance other than Bingo, unless specific permission has been granted by the Governors.

28. Emergency evacuation procedure – 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 always kept clear.

TERMS AND CONDITIONS OF HIRE

29. Smoking – Applemore College is a NO smoking campus.

30. 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.

31. Right of access – The Governing Body and its agents reserve the right of access to the premises during the letting.

32. The Headteacher or his/her representative reserves the right to suspend or withdraw use of the College by an individual or group with immediate effect on the following grounds:

- Causing intentional damage to the College, 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 College or other users;
- Disruptive behaviour which is interfering with the activities of others;
- Behaviour which puts at risk the health, safety or wellbeing 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 Supervisor or other members of the College's staff;
- Non-payment of College invoices;
- Any other behaviour which is considered inappropriate to the smooth and efficient operation of the College, 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 College, whose decision will be final.

33. The Hirer may not assign or sub-let the hire of the College.

34. Dogs on site – There are no dogs or other pets allowed on site at any time. An exception may be made for guide/seeing/hearing dogs by pre arrangement with the Community Programme Co-ordinator and Site Manager.