



## **HILBRE HIGH SCHOOL HUMANITIES COLLEGE**

### **CONDITIONS OF HIRE**

This agreement grants to the hirer a licence to use the room(s) at the dates and times indicated, subject to the following conditions:

- 1 The full hire fee is payable at the time of booking, or as agreed to and described overleaf. In addition to the hiring fee a damage deposit may be requested entirely at the discretion of Hilbre High School Humanities College. Under no circumstances shall a Hirer be allowed to use facilities booked if payment has not been received in advance, as above, and Hilbre High School Humanities College will not be held responsible for expenses incurred as a result of this condition.
- 2 All accidents and incidents must be reported to Hilbre High School Humanities College Letting's Officer immediately.
- 3 Hirers are required to familiarize themselves with the fire evacuation procedures prior to their event and to follow these procedures in the event of fire or the sounding of the fire alarm.
- 4 The room(s) must be vacated at the agreed time. Failure to vacate the room(s) at the agreed time will incur additional charges.
- 5 The room(s) must be left in a clean and tidy condition and all rubbish removed from the school. Failure to leave the room(s) in a clean and tidy condition will incur additional charges to cover the cost of cleaning.
- 6 The Hirer may only use the premises for the purpose that has been declared and agreed with Hilbre High School Humanities College. Hilbre High School Humanities College gives no warranty that the rooms made available to the hirer are legally or physically fit for the hirer's purposes.
- 7 The Hirer shall comply at all times with the requirements of the Security Service Provider in respect of use of the school premises.
- 8 No smoking will be permitted anywhere on the school premises (including the grounds).
- 9 No alcoholic drinks may be brought onto or consumed on the school premises.
- 10 No open fires, candles or unauthorised electrical equipment may be used on the school premises.
- 11 The Hirer must ensure:
  - a) No fire equipment is moved or tampered with, except in an emergency.

- b) All emergency exits remain clear with unhampered access.
  - c) Arrangements are made for orderly parking of cars within the designated areas.
  - d) Any equipment belonging to the Hirer is removed at the end of the hire period.
- 12 No indecent or criminal activity is permitted.
- 13 Groups working with children and young people must provide written assurances that all members of their leadership are known to be suitable persons, in line with the Home Office publication of September 1993 "Safe from Harm".
- 14 Noise levels must be contained to a reasonable level at all times and noise from the Hirer's event must not be audible in any neighbouring properties. It is the Hirer's responsibility to ensure noise levels are monitored to ensure no disruption to people in neighbouring properties. Generally, the hirer must not use the rooms in such a way as to cause any nuisance, damage, disturbance, annoyance, inconvenience or interference to the premises of Hilbre High School Humanities College or its contents or to adjoining or neighbouring property or to the owners, occupiers or users of such adjoining or neighbouring property
- 15 No betting, gambling or gaming is permitted on the school premises.
- 16 If the Hirer wishes to provide music, dancing or other entertainment, the Hirer must first obtain any necessary public entertainment licences and provide Hilbre High School Humanities College with a copy seven days prior to the date of the booking. Failure to do so will entitle Hilbre High School Humanities College to cancel the booking and retain the booking fee. Licences may be required for public performances involving music, singing and dancing (Entertainment Licence), for theatrical performances (Theatre Licence). If copyright material is performed or used, the licence of the owner of the copyright must be obtained.
- 17 The Hirer will be personally liable for all damages caused to any school property as a result of the hire and thereby agrees to indemnify Hilbre High School Humanities College for any losses Hilbre High School Humanities College incurs as a consequence of the room(s) hire.
- 18 Hilbre High School Humanities College does not accept any liability for damage to the Hirer's property howsoever caused and the Hirer must ensure adequate public liability insurance cover is in place for the particular organisation/event. Hilbre High School Humanities College does not maintain a policy of insurance, which covers Third Parties (which includes the Hirer and their guests). The Hirer must maintain at all times such policies of insurance with reputable insurers and shall fully insure and indemnify the Hirer against any liability, loss, claim or proceedings whatsoever to any person (including the school and Wirral Borough Council) arising under any statute or common law or this agreement in respect of personal injury or damage to property (including the premises of Hilbre High School Humanities College and its contents) which occurs as a consequence of the Hirer's use of the rooms made available to the Hirer under this agreement. The sum insured shall be at least £1 million in respect of any one occurrence or series of occurrences arising out of one event and the Hirer shall produce on request to Hilbre High School

- Humanities College the relevant insurance policy or policies required under this agreement.
- 19 The Hirer hereby agrees to indemnify Hilbre High School Humanities College without limitation against all liabilities to other persons (including the servants and agents of Hilbre High School Humanities College or the Hirer for bodily injury, damage to property or other loss, which may arise out of or in consequence of the actions of the Hirer or his employees, servants or agents and against all actions, costs, claims, charges and expenses that may be incurred by Hilbre High School Humanities College by the acts or omissions of such persons. For the avoidance of doubt, the hirer's indemnity under this clause shall not extend to the liability of Hilbre High School Humanities College for personal injuries caused to any person by its negligence or that of persons employed at the said College by Wirral Borough Council.
- 20 The Hirer acknowledges that they are only permitted to use the areas designated for the hire and shall ensure that all persons attending the function for which the room(s) is hired are made aware of and abide by this restriction. Hilbre High School Humanities College will show the Hirer the toilet facilities, which the hirer and their guests are to use during the hiring.
- 21 Hilbre High School Humanities College reserves the absolute right to cancel a booking at any time should the facilities be required either by the school or by the Local Authority. In these circumstances any deposit or fee will be returned to the Hirer. Hilbre High School Humanities College liability in such an event will be limited to the amount of the deposit or the fee.
- 22 If a Hirer wishes to cancel the booking or vary the period for which the school has been booked, notification must reach the Headteacher of the School at least 48 hours prior to the date of the event. A charge may be made in respect of the inconvenience caused to the caretaking staff if no notification is received by this time. This clause does not apply to the Sports Hall during the period September to April. Regarding the Sports Hall, during the period September to April, a block booking rule is in place whereby the hirer is liable for payment for each week during this period, regardless of whether they attend or not. The Lettings Officer has the responsibility of checking the condition of the Sports Hall/Gym and the changing area and recording this inspection, before any team can take on the hire of that area. If there is a problem that cannot be resolved immediately, the hire cannot proceed on the grounds of health and safety concerns and the Sports Hall/Gym must be closed. Under these circumstances, the school shall not be liable for any loss or expense suffered by the Hirer by the exercise of this right.
- 23 Hilbre High School Humanities College reserves the absolute right to refuse any application for hire or cancel a booking at any time without specifying a reason.
- 24 Save for liability in respect of personal injury or death, Hilbre High School Humanities College maximum liability to the Hirer for breach of contract, negligence or any other cause of action, is hereby limited to 1x the hire fee paid by the Hirer.

- 25 Any person who is not a party to this Agreement has no right under the Contract (Rights of Third Parties) Act 1999 to rely upon or enforce any terms of this Agreement except that it does not affect any right or remedy of a third party which exists or is available apart from that Act.
- 26 Should the Hirer fail to comply with any of the above conditions or act in any way which is, or could be deemed to be in conflict with the effective running of the school, Hilbre High School Humanities College is entitled to terminate the licence forthwith and the Hirer and any guests will be required to vacate the premises. The decision of Hilbre High School Humanities College will be final and binding and Hilbre High School Humanities College will in no way be liable to the Hirer for the return of paid fees or any other compensation if the hire is terminated in accordance with this clause.
- 27 **Sports Hall/Gym:** Appropriate footwear must be worn at all times and by all personnel using the Sports Hall/Gym for sport related activities. Eating and drinking in these areas are strictly forbidden during sport related activities.
- 28 All persons who are permitted to use the school premises must undertake to allow Governors and employees of the school or Authority at all reasonable times to enter and view the premises during the hiring and to ensure that arrangements have been made for the proper use and supervision of the premises including compliance with any licensing, police and fire requirements and/or regulations. For the avoidance of doubt this agreement does not grant any tenancy to the Hirer of the room(s) who shall have only licence to use it, at the date and times indicated. The Hirer shall have the right to use the rooms for the purposes agreed with Hilbre High School Humanities College, but shall have the right to use the rooms for the purposes agreed with Hilbre High School Humanities College, but shall share possession of the room(s) with the college whose representatives may enter into the room(s) at any time during the period of the licence.
- 29 The Hirer shall not purport to sublet the premises or any part thereof.
- 30 The benefit of the hiring is personal to the Hirer and is not assignable.
- 31 No ballroom or floor polish may be used on floors except with special permission.