

# Conditions of Hire of Bishop Hooper School Sports Hall & Meeting Room.

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## 2. Application Form

2.1 All applications for the hire of facilities must be made to the School Administrator of Bishop Hooper School on the official **Application Form (Annex A)** at least two weeks before the proposed date of hiring except in circumstances approved by the School Administrator.

2.2 The hirer must be over 18 years of age and shall be the person by whom the **Application Form** is signed. The Hirer shall be responsible for the payment of all fees payable in respect of the hiring and for the observance and performance in all respects of the conditions and requirements here in and on the part of the hirer to be observed and performed.

2.3 Any occasions, during a Block Booking period, when the facilities are not required must be noted on the **Application Form** at the time of booking.

## 3. Fees (Annex B)

3.1 Charges will be in accordance with the approved rates applicable at the **date of use**. Bishop Hooper School reserve the right to vary fees without notice.

3.2 All fees must be paid in advance in accordance with the instructions on the invoice, except in circumstances approved by the School Administrator. If no such payment is made, bookings will be cancelled. **In the case of block bookings 50% of the remainder will be cancelled forthwith.**

3.3 The charges cover lighting (indoors), heating, preparation and re-instatement of the facility. Any other services must be noted on the **Application Form** and will be charged for.

3.4 The Hirer shall be allowed exclusive use of the hired facility for the hours stated on the booking form.

## 4. Insurance

4.1 It is the responsibility of the Hirer to obtain his/her own adequate insurance cover against third party claims. Bishop Hooper School will request the Hirer to produce evidence of valid insurance 7 days prior to the proposed date of hiring. Failure to do so will result in booking cancellations (see 5)

The school can arrange third party hirers insurance to cover the activities of hires that, because of the nature and/or frequency of their booking(s), do not have such insurance. Please see the separate insurance document for details of this policy, which can be found as an attachment to the lettings page.

4.2 The insurance policy shall be with insurers as are approved by Shropshire County Council (**annex C**) and shall be for a sum of no less than £5'000'000. All clubs with block bookings may be asked to produce proof of insurance cover and premium receipts annually. If Bishop Hooper School has any doubts regarding the legitimacy of insurance cover the School Administrator will contact the LEA for further advice.

4.3 The lessees shall be held responsible for any claims for personal injury except where this is due to negligence by Shropshire County Council or its employees.

## 5. Cancellation

5.1 Bishop Hooper School reserves the right, at its absolute discretion, to cancel any booking should it?

(a) Require the use of the facility before or after the booking owing to unforeseen circumstances or in an emergency.

(b) Be of the opinion that the hiring is likely to prove of an objectionable or undesirable character.

(c) Be of the opinion that the facility is unfit for use.

(d) Give the hirer one month's notice of such cancellation.

(e) Be dissatisfied with the evidence of insurance produced by the hirer in accordance with condition 4 or if no such evidence is produced.

5.2 In the event of cancellation by the school any hire charges received by the school will be refunded to the hirer but the school will not be held liable or required to pay compensation for any loss sustained as a result of or in any way arising out of the cancellation of the hiring.

5.3 The school reserves the right to terminate any hiring or block booking immediately in the event of the Hirer failing to observe or perform any of the conditions. Under these conditions the school may retain the charges paid by the Hirer in mitigation of any loss sustained by the School.

5.4 Cancellation by the hirer must be notified in writing to the School Administrator at least two weeks before the date of use or start of use.

5.5 If the hirer does not give at least two weeks notice of any cancellation he/she shall be liable to pay the full hire charge and any other costs incurred by the school.

## 6. Sub-letting

6.1 The hirer shall not sub-let any part of the facility.

## 7. Right of Admission and Power to Evict

7.1 Bishop Hooper School reserves the right at its absolute discretion to refuse or direct the hirer to refuse, the admission of, or to remove, any persons from the facility without stating any reason therefore and shall not be liable to pay compensation to the hirer.

7.2 Bishop Hooper School reserves the right to enter the Facility at any time during the period of hiring and to end the hiring forthwith.

#### 8. Improper Use

8.1 The Hirer shall not use the Facility for any other purpose than that specified on the **Application Form** and written confirmation.

8.2 The Hirer must provide an adequate number of appropriately qualified personnel as determined by the School Administrator.

#### 9. Good Order and Control

9.1 The Hirer shall be responsible for maintaining good order and control throughout the period of hiring and for leaving all premises including kitchen and toilets in a clean and tidy condition.

#### 10. Damages

10.1 The Hirer shall ensure that no loss or damage is caused to the facility on hire or any part thereof or to the equipment, apparatus or fittings. The Hirer shall pay to the School on written demand the reasonable cost of re-instating, repairing or replacing any part of the facility or equipment, apparatus or fittings which is lost or damaged, during the course of, or in connection with, the hiring, the amount of such cost to be certified by Bishop Hooper School whose decision shall be final and binding.

#### 11. Animals

11.1 No animal other than a dog registered to a blind person will be allowed to enter the facility without prior permission of Bishop Hooper School.

#### 12. Hawkers – Vendors

12.1 No unauthorised vendor, collector, hawker or canvasser will be admitted.

#### 13. Photographs

13.1 No photographic apparatus of any kind whatsoever shall be brought into the facility for any purpose without permission of Bishop Hooper School.

13a Electrical Equipment. No electrical equipment can be used in school from home or elsewhere unless under one year only or has been PAT tested in the last 12 months.

#### 14. Broadcasting and Filming Facilities

14.1 The hirer must not grant sound or television broadcasting or filming rights without prior written consent of Bishop Hooper School.

14.2 Bishop Hooper School reserves the right to refuse any such application for the use of such facilities.

#### 15. Royalties and other fees

15.1 The hirer is responsible for the payment of any royalty charges or other fees associated with the Performing Rights Society and/or Phonographic Performance, or any other fees payable in respect of the purposes for which the facility is used.

#### 16. Gambling

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16.1 No sweepstake, raffle or other form of lottery collections shall be promoted, conducted or held on the premises except such lottery as is deemed to be lawful by virtue of any enactment relating to gambling, betting and lotteries, for which prior approval in writing has been given by Bishop Hooper School and the required statutory license or permit has been obtained and produced to the School Administrator.

#### 17. Licensing

17.1 The facility shall not be used for the sale of liquor, cinematography exhibitions, public music or music and dancing, boxing, wrestling or stage play purposes for which a license is required unless such a license has been granted for the event and produced to the School Administrator and the Hirer shall strictly obey and observe all the requirements laid down in the license.

#### 18. Programme of Events

18.1 The Hirer shall, in the case of organised spectator events, displays and competitions, supply to the School Administrator at least 7 days in advance a detailed programme of events.

#### 19. Spectators

19.1 The Hirer shall be responsible for the administration, organisation and running of the events and shall be liable for any claims resulting from any failure thereof.

19.2 Exclusive Hirers of the Sports Hall accept full responsibility for the control of their own 'gate' and shall be responsible for restricting unauthorised access viewing or access to bona fide users.

19.3 Charging of spectators is deemed to be sub-letting however arrangements may be made with the School Administrator at the time of booking.

19.4 Special prior arrangements can be made with the School Administrator where help is required and any supervision, labour or attendance provided will be paid for by the hirer.

#### 20. Dress

20.1 The Hirer shall be responsible for ensuring that everyone using the facility hired is properly dressed and wearing appropriate footwear. The decision of the School Administrator as to whether dress or footwear is suitable shall be binding and final.

#### 21. Lost Property

21.1 Valuables and clothing are left at the owners' risk and Bishop Hooper School will not accept responsibility for liability in respect of any loss or damage to any property unless due to the negligence of Bishop Hooper School. Bishop Hooper School reserves the right to dispose as it thinks fit of any property left on the premises if such property is not claimed within one month of discovery. (Lockers will be made available for use by the Hirer. There will be charges for any lost/misplaced keys)

#### 22. Hirers Equipment

22.1 Hirer's equipment or property may only be stored with the prior consent of Bishop Hooper School. Such equipment or property shall be stored entirely at the risk of the owner and Bishop Hooper School will accept no liability for any loss of or damage to any items. The Hirer must produce up to date records of the testing on any portable appliance they wish to bring into, and use within Bishop Hooper Sports Hall and meeting room.

#### 23. Parking

23.1 The Hirer shall ensure that all vehicles are parked in the parking spaces provided. Bishop Hooper School does not accept liability for loss or damage to any vehicle or its content whilst parked at the facility.

#### 24. Amendment of Conditions

24.1 Bishop Hooper School reserves the right to amend or vary any of the Conditions of Hire or to impose supplementary conditions where the nature of an application, in the opinion of Bishop Hooper School so demands.

#### 25. Indemnity

25.1 The use of any part of the facility is entirely at the risk of the Hirer and Bishop Hooper School shall accept no responsibility for any claims, actions, demands, proceedings or costs arising out of claims made by or against the Hirer by a third party and the Hirer shall indemnify Bishop Hooper School against any such claims, actions, demands, proceedings or costs whatsoever which may arise as a result of the hiring.

#### 26. Smoking

26. Smoking is not permitted on any school premises.

#### 27. Structural Alterations

27.1 The Hirer shall not make any alterations to the building or fittings nor shall he/she fix or make fixings for any apparatus, equipment or decoration without prior written consent from Bishop Hooper School.

#### 28. Hirer not Transferable

28.1 The right to use the Facility or equipment is not transferable.

#### Safety

29. If any portable electrical equipment is to be used, the section (on the letting form) confirming that the equipment has a current test certificate must be completed.

#### 30. Key Holder

Responsibility for the return of key at an agreed time between both parties.