

DARRICK WOOD SCHOOL

TERMS AND CONDITIONS OF HIRE

In these Terms and Conditions unless the context requires otherwise, the following expressions shall have the following meanings:

Applicable Law	means all applicable laws, regulations, regulatory requirements and codes of practice as amended and in force from time to time relating to the hiring of the School Premises.
Application Form	means the form attached to these Terms and Conditions specifying the particular details of the Event.
Authorised officer	person or persons nominated by the Hirer to supervise or organise the users of the School Premises.
Event	means the event for which the School Premises are to be hired as set out on the Application Form.
Force Majeure Event	means any event beyond the reasonable control of a party including but not limited to such events as war, industrial action, terrorism, floods, and/or acts of God.
Hire Contract	means the contract between the School and the Hirer for the use of the School Premises consisting of the Application Form and these Terms and Conditions.
Hirer	means the person or organisation entering into the contract with the School.
Hiring Fee	means the fee payable by the Hirer for use of the School Premises calculated in accordance with the Schedule of Fees.
Hiring Regulations	means the regulations in force from time to time applicable to the hiring of the School Premises as set out in Annex 2.
Losses	means any costs and expenses (including management, legal and other professional costs and expenses), penalties, interest, liabilities, damages, awards, settlements or other losses.
Schedule of Fees	means the schedule of fees set out in Annex 1 payable with respect to the hiring of the School Premises.
School	means the Academy, Darrick Wood School.
School Premises	means that part of the School that is being hired by the School to the Hirer as set out on the Application Form.
Site Officer	means the person nominated by the School and notified to the Hirer with responsibility for the Site for the duration of the Hire Contract.
Site Staff	means the staff made available by the School to monitor and control all events taking place at the School.

Introduction

The School has agreed to allow the Hirer to use the School Premises for the Event, subject to and in accordance with the terms of the Hire Contract. The use of the Premises is conditional upon and subject to the Hirer returning a signed copy of the Application Form and acceptance by the Hirer of these Terms and Conditions.

Hirer

- The hire agreement is made between the School and the Hirer: any rights are granted solely to the Hirer and are not transferable. The Hirer shall be responsible for the payment of the Hiring Fees payable in respect of the hiring and for the observance and performance in all respects of the conditions and stipulations contained in the Hire Contract.
- The Hirer shall not use the School Premises for any purpose other than the Event as stated on the Application Form, and the number of persons visiting the School premises in connection with a hiring shall not exceed the number authorised by the School at the time of acceptance of the Application Form. Where special regulations apply to hiring of specific rooms or areas, the School shall provide the Hirer with a copy of any such additional regulations promptly upon receipt of the completed Application Form.
- The Hirer and his agents shall, during the hiring and during such other times as they or any of them shall be on the School Premises for the purpose of the hiring, comply with all reasonable requirements Site Staff.
- The Hirer shall not sub-let the hired premises, or any part thereof; in the event of this condition being breached or any threat thereof, then the hiring will stand cancelled, the charges forfeited, and the Hirer and sub-hired excluded from the premises.
- The Hirer shall, at all times, during the period it is using the School Premises comply with all Applicable Law.
- The Hirer shall at all times: (i) conduct the Event in a legal, orderly and safe manner in accordance with and in co-operation with the rules, regulations and directions issued from time to time by School; (ii) ensure that no damage is caused to the School Premises, its fittings, decorations and furnishings; (iii) ensure that the conduct of the Event does not cause any nuisance or offence to other persons or guests visiting the School Premises; (iv) ensure that its employees, contractors and guests do not enter any area or room in the School Premises other than the common areas (including and any toilets, entrances, exits and corridors as directed by the School); and (v) ensure that in the advertisement or conduct of the Event nothing is said or done which is immoral or of an improper nature or which School reasonably believes will result in adverse publicity or other adverse effect for the School. The School shall have the right immediately to suspend or cancel any event which in its opinion would breach this obligation.

- The School reserve to themselves, and their authorised officers, the right to enter the School Premises allocated for the Event.
- The School reserves the right to exclude or eject as it reasonably thinks fit from the Event any persons whose behaviour or appearance is objectionable, disruptive or otherwise unacceptable, including any persons engaged by the Hirer to provide entertainment or perform any other duties at the Event and the Hirer shall in all ways co-operate to ensure compliance with the School's requirements.

Fees

- The Hiring Fee payable with respect to the hire of the School Premises shall be calculated in accordance with the Schedule of Fees set out in Annex 1 . In the event of the Hirer requiring items in addition to those specified in the Application Form, the School shall not be obliged to provide these, but if so provided shall reserve the right to make an additional charge to the Hirer.
- When the School confirms its acceptance of the booking it will notify the Hirer of the Hiring Fee and the amount of the deposit that will be required to secure the booking. The booking will not be deemed confirmed until the School has received payment of the deposit.
- An invoice for the full amount of the Hiring Fee will be sent approximately 5 weeks before the date of the Event (or sooner if the said date falls within a school holiday). Payment of the Hire Fee is due within 28 days of the date of the invoice, unless the hire date is less than 28 days ahead, in which case it will become immediately payable together with the deposit, and in any event, no later than 7 days before the Event.
- The deposit will be returned no later than 28 days after the Event and subject to the School premises being left in the same condition in which it was hired. If additional cleaning is required, the School reserves the right to make an additional charge to the Hirer.

Cancellation of Hiring

- The School reserves the right to cancel the hiring of the School Premises should the Hirer not provide the School, no less than 14 days before the date of the Event, with copies of all Portable Appliance Testing certificates for any electrical equipment being used by themselves or any third parties connected with the Event, public liability certificates from any third parties connected with the Event and/or the Hirer if the Event is open to the general public, and hygiene certificates from caterers, if being used by the Hirer in connection with the Event.
- The School shall have the right to cancel the Hire Contract at any time without liability to the Hirer: (i) if, in the School's sole and reasonable opinion, the Event would impair or damage the reputation of the School in any way or would bring the School into disrepute; (ii) the Hirer is in breach of the Hire Contract and, if the breach is capable of remedy, fails to remedy the breach within 7 days of receiving notice from the School specifying the breach and requiring it to be remedied; the

Hirer fails to make any payment due under the Hire Contract within 7 days of the due date.

- Cancellation of bookings by the Hirer must be in writing and will result in the return of the deposit and/or full amount paid unless 7 or less days' notice is received by the School.
- The School shall be entitled to cancel the Hire of the School Premises by the Hirer at any time by written notice to the Hirer if the School is prevented or hindered from carrying out its obligations under the Hire Contract due to a Force Majeure Event. In these instances, the School will endeavour to provide an alternative date to reschedule the event or if an alternative date is not available, will return any monies paid less any reasonable direct expenses incurred by the School.

Timing of Events

- All hiring of the School premises are subject to the Hirer occupying and vacating the premises at the agreed times, as stated in the Application Form and agreed by the School.
- Saturday hiring of the School Premises will be required to finish at 11pm, with the hall and all other hired areas cleared up and all persons having left the premises by midnight.
- Sunday hiring of the School Premises will be required to finish at 4pm, with the hall and all other hired areas cleared up and all persons having left the premises by 5pm.
- Weekday hiring of the School Premises is restricted from 7pm-10pm with all persons having left the premises by 11pm.
- In the event of the Hirer failing to arrive within an hour of the agreed commencement time as set out on the Application Form, the School reserves the right to secure the premises and cancel the hiring by the Hirer.
- If the Event finishes earlier than the agreed time, the Hirer, or his representative, must locate and advise a member of the School's Site Officer (or any other member of the School's staff if the Site Officer is not available) before leaving the premises.
- If the Hirer and attendees of the Event vacate the premises later than the agreed time, the School reserves the right to make additional charges for the Hiring and any additional staffing costs incurred by the School.

Indemnity

The Hirer will indemnify the School against any and all Losses incurred or suffered by the School in connection with the Event as a result of any act or omission by the Hirer or any Event attendee or guest including, without limitation, any Losses incurred or suffered as a result of damage to property resulting from negligence or a breach of statutory duty by the Hirer or any Event attendee.

Insurance

If The Hirer is a business they shall effect and maintain Public Liability Insurance in the minimum sum of £2,000,000 with a reputable insurance company. A copy of the insurance certificate must be provided to the School no less than 14 days before the date of the Event

General

- The Hire Contract will apply to the exclusion of, and will prevail over, any terms and conditions contained in or referred to in any documentation submitted by the Hirer or in any correspondence or elsewhere or implied by trade custom, practice or course of dealing unless specifically excluded or varied in writing by a director or other authorised representative of the School.
- In the case of any inconsistency between these Terms and Conditions and the Application Form, these Terms and Conditions will prevail.
- No variation of the Hire Contract shall be effective unless it is in writing and signed by or on behalf of each party.
- Neither party may assign any of its rights and obligations hereunder without the prior written consent in writing of the other party (such consent not to be unreasonably withheld or delayed).
- The Hire Contract replaces all previous agreements between the School and the Hirer in relation to its subject matter, and is the entire agreement between the School and the Hirer.
- The parties do not intend any third party to have the right to enforce any provision of the Hire Contract under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- The Hire Contract and any non-contractual obligations arising under it will be governed by the law of England and Wales. Each party agrees to submit any dispute which may arise out of, under, or in connection with the Hire Contract to the exclusive jurisdiction of the courts of England and Wales.

**Annex 1
Schedule of Fees**

MAIN HALL COSTINGS- Nov 2018					
HOURS	COST OF HALL PER HOUR	SITE STAFF PER HOUR	PLUS £10 CLEANING CHARGE	TOTAL PRICE (NOT INCLUDING EXTRAS *)	
DEPOSIT	£150.00				
MINIMUM CHARGE £100.00					
Per Hour	£50.00	£25.00	£60.00	£135.00	
2 Hours	£100.00	£50.00	£60.00	£210.00	
3 Hours	£150.00	£75.00	£60.00	£285.00	
4 Hours	£200.00	£100.00	£60.00	£360.00	
5 Hours	£250.00	£125.00	£60.00	£435.00	
6 Hours	£300.00	£150.00	£60.00	£510.00	
7 Hours	£350.00	£175.00	£60.00	£585.00	
8 Hours	£400.00	£200.00	£60.00	£660.00	
9 Hours	£450.00	£225.00	£60.00	£735.00	
10 Hours	£500.00	£250.00	£60.00	£810.00	
11 Hours	£550.00	£275.00	£60.00	£885.00	
12 Hours	£600.00	£300.00	£60.00	£960.00	
1/2 Hour	£25.00	£12.50	£0.00	£37.50	
*EXTRAS					
SPACE OUTSIDE HALL	£40.00	per event			
PA SYSTEM	£50.00	per event	+ VAT		
PROJECTOR	£20.00	per hour	+ VAT		
DINING HALL					
OTHER					
DANCE STUDIO	£30.00	per hour			
CLASS ROOM	£30.00	per hour			

Annex 2

Hiring Regulations

The following provisions apply with respect to the hiring of the School Premises:

Care of School Premises

- The Hirer and person responsible for supervising the Event on site, are responsible for everyone who is on the school's premises for the activities they are organising and, generally, for everyone who comes on to the parts of the school's premises which are under the Hirer's control at the stated times. The Hirer is responsible for ensuring that they comply with all the terms of the hire agreement.
- The School reserves the right of its duly authorised officers to enter and inspect any hired property at any time during the course of the hiring.
- The wearing of footwear of a type likely to cause damage to the School's floors, such as stilettos, is not permitted. The School shall bring to the Hirer's notice prior to acceptance of the Application Form any special requirements or precautions relating to footwear. The School's site staff have the right to refuse entry to the premises to any person wearing unsuitable footwear.
- No notices or placards shall be affixed to, lean upon or be suspended from any part of the school premises.
- No bolts, nails, tacks, screws, pins, sticky tape or other similar objects shall be driven into or used any of the walls, floors, ceilings, furniture or fittings.
- If the Hirer intends to book a third party company to decorate the hall such company will be required to hold public liability insurance and to bring their own ladder if one is required to hang decorations.
- If the Hirer intends to decorate the hall and any other areas yourself please use Blu Tack or similar reusable adhesive. For Health & Safety reasons, please note that the Hirer is prohibited from using a ladder but will need to ask the Site Officer to place decorations at a height.
- No alterations or additions to any electrical installations either permanent or temporary on the hired premises may be made without the written consent of the School. Electrical apparatus must be switched off and plugs removed from sockets.

Safeguarding

- Groups working with children and young people must provide written assurances that all members of their leadership are known to be suitable persons, they have appropriate safeguarding policies and procedures in place.
- The Hirer must ensure that a responsible adult(s) at the event supervise children at all times and in sufficient numbers to maintain effective control.
- Any third party entertainers must have been subject to Enhanced Disclosure and Barring Service checks.

Health, Safety and Condition of Premises

The Hirer shall during the hiring be responsible for:

- Inspecting the areas hired with the Site Officer at the beginning of the event to identify any existing defects or areas of concern.
- Taking all measures necessary to ensure that the permitted number of persons using the hired premises does not exceed the number authorised by the School at the time of booking.
- Not using the hired property for any purpose other than as stated on the Application Form. Where special regulations apply to the hiring of specific rooms or areas, the School undertakes to provide the Hirer with a copy of such additional regulations promptly upon receipt of the completed application form.
- Ensuring that noise levels are contained to reasonable level at all times and noise from the Hirer's event must not be audible in any neighbouring properties. Generally the Hirer must not use the rooms in such a way to cause any nuisance, damage, disturbance, annoyance, inconvenience or interference to the premises or its contents or adjoining or neighbouring property or to the owners, occupiers or users of such adjoining or neighbouring property.
- Ensuring that naked flames of any kind are not used inside the School under any circumstances and that fireworks are not used anywhere on School premises.
- Ensuring that any use of any naked flames outside school buildings e.g. barbecues or chafing dishes has been authorised by the School in advance and is supervised at all times during the duration of the Event.
- The efficient supervision of the hired premises and for the orderly use thereof, including the observance of the School's no smoking policy on School Premises.
- Ensuring that all doors giving egress from the hired premises are kept unfastened and unobstructed and that no obstruction is placed or allowed to remain in any corridor giving access to the hired premises so as not to prejudice the Schools' fire and safety precautions.
- Ensuring that all proper safety measures are taken for the protection of the users of the premises and equipment including adequate adult supervision where young people are concerned.
- Familiarising themselves, with the Site Officer's guidance, with the fire alarm positions, the locations of the fire-fighting equipment and the establishment's exit routes and relaying this information to the users of the premises.
- Providing access to a mobile phone.
- The provision of a suitable first aid kit and the administration of first aid.

The Hirer shall at the end of the hiring be responsible for:

- Ensuring that the hired premises are left in a safe condition and in the same clean and tidy state in which it was let. If after the Event, the School Premises are left in a condition which requires additional cleaning above that normally provided, the School reserves the right to make an additional charge to the Hirer.

- Ensuring that the hired premises are vacated promptly and quietly with due respect to neighbouring properties.

The Hirer shall not permit or suffer any damage to be done to the School Premises or any furniture or equipment therein and shall make good to the satisfaction of the School and pay for any damage thereof upon demand (including accidental damage) caused by any act of neglect by himself, his agents or any person on the hired premises by reason of the use thereof by the Hirer.

Accidents

The Hirer shall immediately inform the Site Officer of any emergency, accident or serious incident that occurs on the school premises.

Smoking

There shall be no smoking on the School Premises or in the School grounds.

Food and drink

- No food or drink is to be brought on to or consumed on School Premises without prior arrangement with the School.
- Any catering company must comply with food hygiene laws and provide a copy of their hygiene certificates and public liability insurance. All certificates should be sent to the school no less than 14 days before the hire of the hall.

Intoxicating Liquor

Intoxicating liquor shall not be brought into nor consumed on school premises without prior consent of the school and shall be declared on the Application Form. Where such consent is given the Hirer must comply with the Licensing Laws and provide evidence of such to the school.

Public Entertainment and other Licences

It is the responsibility of the Hirer to ascertain whether or not any licence is required for the proposed use during the Event, and to ensure full compliance with licensing laws.

No entertainment or function to which the public are admitted shall be allowed unless the premises are licensed for the purpose under the bye-laws of the London Borough of Bromley in whose area the premises are situated and all necessary regulations against fire are complied with.

The Hirers shall be responsible during the function or entertainment for which the premises are hired for ensuring:

- All safety requirements and recommendations of any licensing authority are complied with;

- Any limitation on the number of persons admitted imposed by any licensing authority or the School are complied with.
- Suitably qualified persons are employed to be responsible for the supervision of the premises and the conduct of those attending so as to avoid personal danger, and damage to the premises.

Public Entertainment and Permissions

- No copyright work shall be performed without the licence of the owner of the copyright and the payment of any appropriate fees.
- Evidence that the necessary licences have been obtained must be supplied to the school two weeks before the Event.
- Permission or license must be obtained from the copyright owner, the owner of the sound recordings (if appropriate) and the publisher for any public performance of music, musicals, operas or stage plays. The borrowing of music scores or plays from a local library does not constitute permission to perform.
- Regulated entertainment, public music, singing and dancing can only take place if a Temporary Events Notice is obtained.
- Hirers are reminded that it is illegal to photocopy music or plays without the express permission in writing of the copyright holder. Any infringement of this is liable to prosecution.
- The Hirer shall indemnify the School against all Losses which the School may incur by reason of an infringement or copyright or performing right occurring during the period of hire covered by Hire Contract.
- DJs must have public liability insurance and the certificate of insurance must be submitted to the school no less than 14 days before the date of the Event.

Gaming

No betting, gaming or gambling is allowed except in accordance with the provisions of the Gambling Act 2005 and for the purposes of raising money for good causes and not private gain.

Use of Equipment

Save for tables and chairs, where requested, the part of the School Premises which are the subject of the Hire Contract does not include the use of any equipment except where specifically agreed and is subject to any fees deemed appropriate together with VAT, if appropriate. Permission must be gained from the School for any additional requirements with respect to the Event, such as the use of the School projector, or if the Hirer intends to have a marquee erected in the grounds. Bouncy castles will not be permitted in any circumstances.

School furniture, other than chairs and tables for use in the hall(s) shall not be moved except by arrangement.

The Hirer must do everything reasonable to avoid loss, damage or breakage to the school's property whilst the school's premises are under the Hirer's control. Any loss, damage or breakage must be reported to the Site Officer(s). The School will be entitled to charge the Hirer for any such loss, damage or breakage.

Articles to be used by a Hirer during a hiring may not be delivered to the school premises before the day of the Event or within school hours unless special arrangements have been made in advance with the Site Manager or Authorised Officer. The school accepts no responsibility for loss of or damage to articles brought to the premises in connection with a hiring; all such articles must be removed by the Hirer promptly upon the conclusion of the hiring. The School will not be responsible or liable in any way whatsoever to any person whatsoever (and whether or not there shall be any negligence by its servants or agents) in respect of:

- Any damage or loss of any property brought on or left upon the hired premises either by the Hirer or by any other person
- Any loss or injury which may be incurred by or done by or happen to The Hirer or any person related to the hiring.
- Any loss to breakdown or machinery, failure of electrical supply, fire, flood or government restriction which may cause the hiring to be interrupted or cancelled.

The Hirer must provide the School with a valid Portable Appliance Testing Certificate for any electrical items that are to be brought onto the premises. If the items are still within the manufacturer's warranty period, proof of purchase date and warranty period must be provided. All documents must be provided at least two weeks in advance of the Event.

Parking of Vehicles

The parking of vehicles on the School's property shall be permitted, in approved areas only, on condition that persons bringing such vehicles on the premises do so at their own risk and that they accept responsibility for any damage to the school's property or injury to any person whether connected with the establishment or not, caused by such vehicles on their presence on the school's premises.

Any vehicle parked on the School grounds in connection with a hiring must be parked in a properly marked parking place: parking signs, yellow lines and any parking instructions issued by the School's Site Staff must be complied with. The School reserves the right to require the Hirer to provide parking stewards if it deems necessary.

The Hirer should note that parking is not exclusive to their booking, being open also to use by Sports Centre staff and clientele.