



BRIDGNORTH
Endowed

A Specialist Technology School

CONDITIONS OF HIRE

JANUARY 2013

Conditions of Hire Bridgnorth Endowed School

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Important Definitions contained in this document

“The Hirer”	means the person/persons hiring the facility.
“Block Booking”	means booking the same session over a period of weeks.
“Date of Use”	means the date on which the facility has been booked to be used by the Hirer.
“Exclusive Hirers”	means the Hirer has exclusive use of the facility.
“Facility”	means the hall, classroom, football pitches, cloakroom.

2. Application Form

2.1 All applications for the hire of a Facility must be made to the Director of Business & Finance of Bridgnorth Endowed School on the official Application Form (Annex A) at least two weeks before the proposed date of hiring except in circumstances approved by the Director of Business & Finance.

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 hiring and for the observance and performance in all respects of the conditions and requirements herein and on the part of the Hirer to be observed and performed.

2.3 Any occasions, during a Block Booking period, when the Facility is 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. Bridgnorth Endowed 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 Director of Business & Finance. 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. Bridgnorth Endowed School is at liberty to request the Hirer to produce evidence of valid insurance at least 7 days prior to the proposed date of hiring. Failure to do so may result in booking cancellations (see clause 5 herein). However for small groups who wish to hire the property but do not have public liability insurance, for an additional payment of 12% of the room hire charge, there will be £5million Public Liability Cover.

4.2 All clubs with block bookings will be asked to produce proof of insurance cover and premium receipts annually. If Bridgnorth Endowed School has any doubts regarding the legitimacy of insurance cover by the Director of Business & Finance will contact the school's insurance company for further advice.

5. Cancellation

5.1 Bridgnorth Endowed 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 in opinion that the hiring is likely to prove of an objectionable or undesirable character.
- (c) Be in the opinion that the Facility is unfit for use.
- (d) Be dissatisfied with the evidence of insurance produced by the Hirer in accordance with clause 4 hereon or if no such evidence is produced.

5.2 In the event of cancellation Bridgnorth Endowed School will (where possible) give the Hirer one month's notice in compliance with clause 3.2 herein. 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 Bridgnorth Endowed 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 terms of this contract. Under these conditions Bridgnorth Endowed School may retain the charges paid by the Hirer in mitigation of any loss sustained by Bridgnorth Endowed School.
- 5.4 Cancellation by the Hirer must be notified in writing to the Director of Business & Finance 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 reasonable costs incurred by Bridgnorth Endowed School.

6. Assignment & Sub-letting

6.1 The Hirer shall not be entitled to assign or sub-contract any of its rights or obligations under this Agreement not to sub-let any part of the Facility without the written consent of Bridgnorth Endowed School.

7. Right of Admission and Power to Evict

- 7.1 Bridgnorth Endowed 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 Bridgnorth Endowed 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.
- 8.2 The Hirer must provide an adequate number of appropriately qualified personnel as determined by the Director of Business & Finance.

9. Good Order & Control

- 9.1 The Hirer shall be responsible for maintaining good order and control throughout the period of hiring and for satisfying Bridgnorth Endowed School that it has left all premises 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 reinstating, repairing or replacing any part of the facility or equipment, apparatus or fitting which is lost or damaged, during the course of, or in connection with, the hiring, the amount of such cost to be certified by Bridgnorth Endowed 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 Bridgnorth Endowed 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 Bridgnorth Endowed School.

14. Broadcasting & Filming Facilities

14.1 The Hirer must not grant sound or television broadcasting or filming rights without prior written consent of Bridgnorth Endowed School.

14.2 Bridgnorth Endowed 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 purpose for which the Facility is used.

16. Gambling

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 Bridgnorth Endowed School and the required statutory license or permit has been obtained and produced to the Director of Business & Finance.

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 Director of Business & Finance 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 Director of Business & Finance 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 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 Director of Business & Finance at the time of booking.

19.4 Special prior arrangements can be made with the Director of Business & Finance 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 Director of Business & Finance 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 Bridgnorth Endowed School will not accept responsibility for liability in respect of any loss or damage to any property unless due to negligence of Bridgnorth Endowed School. Bridgnorth Endowed 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 the Hirer being informed in writing.

22. **Hirers Equipment**

22.1 Hirer's equipment or property may only be stored with prior consent of Bridgnorth Endowed School. Such equipment or property shall be stored entirely at the risk of the owner and Bridgnorth Endowed School will accept no liability for any loss 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, use within the Facility.

23. **Parking**

23.1 The Hirer shall ensure that all vehicles are parked in the parking spaced provided Bridgnorth Endowed School does not accept liability for loss or damage to any vehicles or its contents whilst parked at the facility.

24. **Amendment of Conditions**

24.1 Bridgnorth Endowed 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 Bridgnorth Endowed School so demands.

25. **Indemnity**

25.1 The use of any part of the facility is entirely at the risk of the Hirer and Bridgnorth Endowed 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 Bridgnorth Endowed School against any such claims, actions, demands, proceeding or costs whatsoever which may arise as a result of the hiring.

26. **Catering**

26.1 Bridgnorth Endowed School reserves the exclusive right of sale of all refreshments within the Facility. No Hirer may undertake his/her own catering arrangements within the Facility without prior written consent of Bridgnorth Endowed School.

26.2 Bridgnorth Endowed School reserves the exclusive sale of all other goods within the Facility.

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 Bridgnorth Endowed School.

28. Hirer not Transferable

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

29. Rights of Third Parties

The parties to this Agreement do not intend that any of its terms will be enforceable by any person not a party to it by virtue of the Contracts (Rights of Third Parties) Act 1999

30. Governing Law & Jurisdiction

This Agreement shall be governed by and construed in accordance with English Law and the parties agree to submit to the jurisdiction of the English and Welsh Courts.

31. Force Majeure

Neither party shall be liable for breach of its obligations under the Contract to the extent that such breach is directly caused by an act of God failure or shortage of power supplies flood lightning or fire or act or omission of Government public telecommunication operators or other competent authority war military operations or strike lock-out or civil riot ("event of force majeure") provided all reasonable steps have been taken to avoid or ameliorate the effect of such event and that any breach is unattributable to negligence or omission and further provided that this Clause shall not prevent a claim for damages where these arise from matters insured against. The party claiming that an event of force majeure has occurred or arisen shall notify the other party as soon as practical and in any event no later than seven days after the occurrence of the relevant event of force majeure. Any party failing to give such notification within the period stated above shall forfeit its right to invoke or claim that an event of force majeure has occurred or arisen.

32. Notices

All notices which are required to be given hereunder shall be in writing and shall be sent to the address of the receipt set out in this contract. Any such notice may be delivered personally or by first class pre-paid letter and shall be deemed to have been served if by hand when delivered or by first class post 48 hours after posting.