

KING EDWARD THE SIXTH HANDSWORTH SCHOOL

CONDITIONS FOR THE HIRE OF ACCOMMODATION IN SCHOOLS

In accordance with the Licence Agreement with the Freeholder (The Schools Of King Edward The Sixth In Birmingham) the School has sought permission to enter into this hire agreement

1. Definitions

1.1 In these Conditions, the following words and expressions have the meanings stated or referred to below:

"Catering Management Company"	the contractors providing catering services at the School at the time of hiring.
"Foundation Office"	the offices of The Schools of King Edward VI in Birmingham whose address is Foundation Office, Edgbaston Park Road, Birmingham, B15 2UD
"Function"	the purpose for which the Hired Premises are hired by the Hirer
"Governing Body"	the governing body of the School
"Hired Premises"	the whole or part of the accommodation hired at the School by the Hirer for the purpose of the Function
"Hirer"	the person in whose name the Hired Premises are hired and who shall be present throughout the duration of the Function
"School"	King Edward VI Handsworth School
"Site Representative"	the representative of the Governing Body at the School

2. Bookings

2.1 All applications for the hire of accommodation must be made on the appropriate application form and be submitted to the Site Representative at the school not less than seven clear days nor more than twelve calendar months in advance of the date of the Function. The Hiring cannot commence until a completed application form is received at the School.

2.2 Applications for hire from groups or limited companies must specify the name of an individual who shall sign the application form and who shall be the Hirer for all purposes of the hiring.

2.3 Applications for hire from young persons under the age of eighteen years shall include the name and address of an adult guarantor who shall sign the application form and who shall be the Hirer for all purposes of the hiring.

3. Safeguarding of Children

- 3.1 The School takes very seriously its responsibility for safeguarding of children. It is a condition of hire that the Hirer undertakes the responsibility for safeguarding and that all necessary vetting procedures are adhered to.

4. Insurance

- 4.1 As a condition of hire the Hirer must have public liability insurance cover in the name of the Hirer, which is in force during the period(s) of hire. The School's Public Liability form must be returned to the School together with a copy of the Hirer's Public Liability Insurance Certificate before the hiring can commence.

5. Deposits

- 5.1 A returnable deposit of £100 may be requested. The deposit will be returned to the Hirer in full within 14 days after the Function subject to the Hired Premises being left to the required standard (see 10.1.1 and 21).

6. Charges

- 6.1 A schedule of the hire charges is obtainable from the Site Representative or the Foundation Office. The charges applicable at the time of the Function will be deemed to be part of the conditions of hire.
- 6.2 The full hire charge shall be paid within 14 days of the invoice.
- 6.3 The period of hire for which charges can be levied will include any time required for any preparation of the Hired Premises.
- 6.4 The School/Governing Body reserve the right to alter charges without notice. **The charge payable shall be that applying at the time of hiring not at the time of the application.**

7. Cancellation

- 7.1 The School/Governing Body reserve the right at any time to refuse or cancel the Function without assigning a reason and will agree, in such circumstances, to fully reimburse any monies received from the Hirer.
- 7.2 The Hirer:
- 7.2.1 may cancel an application upon written notification to the Site Representative, which must be received not later than fourteen days before the date of the Function. The Hirer will in such circumstances be liable to a payment of 25% of the charges applicable for the Function. In the event that no notification is received within the time specified the full charges will remain due to the School/Governing Body;
- 7.2.2 will be given the right without prejudice to cancel at any time an application upon notification of an increase in charges and to full

reimbursement of charges for any unused hire by the School/Governing Body.

8. Restrictions of Use

8.1 The use of Hired Premises shall be restricted to those areas for which specific approval has been given and to those times specified in the Hirer's application. Use of the Hired Premises' furniture, apparatus and other equipment will be subject to the prior approval of the Site Representative.

9. Assignments

9.1 The Hirer shall not assign or sublet the permission to use the Hired Premises or the facilities within them.

10. Indemnification

10.1 The Hirer shall indemnify the School/Governing Body against:

10.1.1 any damage done to the Hired Premises, furniture, fittings, apparatus, appliances or other property whatsoever during the period of the Function or arising as a result of the Function and the expenses of making good such damage;

10.1.2 any accidents, loss, injury (including death) or damage whatsoever sustained by any person or thing on the Hired Premises during the period of the Function or arising as a result of the Function;

10.1.3 any infringement of copyright arising from the Function;

10.1.4 any costs, claims or demands arising from 10.1.1 to 10.1.3.

10.2 Any damage or accident must be reported to the Site Representative immediately.

10.3 The School/Governing Body reserve the right to see proof of relevant insurances for the activity.

11. Intoxicants and other Licences

11.1 The Hirer shall be required to state at the time of the application whether the Function will include the sale of intoxicants or the public performance of music or dancing, stage or cinemagraph exhibitions. In such cases approval for the use of the Hired Premises shall be subject to the approval of the Site Representative and subject to the appropriate licence(s) being granted and to the inspection of the licence(s) by the Site Representative or the Foundation Office prior to the date of the Function. Normally, the sale of intoxicants would not be approved except to accompany a meal.

11.2 The Hirer shall be responsible for obtaining all appropriate licences and for the payment of all appropriate fees, except in respect of those premises which are already the subject of licence arrangements held by the School/Governing Body (details of which will be given upon request).

- 11.3 Beer, wines and spirits in bottled or canned form may only be taken into the Hired Premises with the approval of the Site Representative. Normally, such approval would not be given except to accompany a meal. Beer in barrels or casks, or the sale of alcoholic drinks in any form will not be permitted except under the arrangements for a licensed bar as described in 11.1 above.
- 11.4 **In all cases, the Hirer shall ensure that the sale and/or issue of intoxicants ceases not later than half an hour prior to the agreed end of the hiring period.**

12. Lotteries, Raffles and Gaming

- 12.1 The Hirer shall not under any circumstance:
- 12.1.1 hold or permit to be held in any part of the Hired Premises any lottery, unless the lottery falls within the exceptions contained in Section 43, 44 or 45 of the Betting, Gaming and Lotteries Act 1963, or any subsequent alterations or amendments to this Act;
- 12.1.2 use or permit the Hired Premises or any part thereof to be used for the purpose of gaming, unless appropriate registration under the Gaming Act 1968 is enforced and consent of the School/Governing body for such gaming has been previously obtained.

13. Prohibitions

- 13.1 All approvals to the use of Hired Premises are subject to the following prohibitions:
- 13.1.1 that no bolts, nails or tacks are driven into any part of the Hired Premises or the furniture thereof;
- 13.1.2 that no gas filled balloons, confetti and paper streamers are used at any time either inside or outside the Hired Premises;
- 13.1.3 that no wax or powder is placed on any floor;
- 13.1.4 that inflammable materials and articles of an explosive nature are not allowed in the Hired Premises;
- 13.1.5 that no animal is allowed in the Hired Premises with the exception of Assistance Dogs;
- 13.1.6 that no alteration, addition or variation is made by the Hirer to the lighting, to other electrical installations (except by prior permission of the Site Representative), heating, fittings, fixtures or other arrangements of the Hired Premises;
- 13.1.7 that no cooking of food takes place without the prior permission of the School/Governing Body and Catering Management Company (see 16.1 - 16.7);
- 13.1.8 that no butane or Calor gas canisters and no articles, which are dangerous or offensive are brought onto the Hired Premises;
- 13.1.9 that no furniture, apparatus or appliances are delivered to the Hired Premises by or on behalf of the Hirer or unloaded, placed in position and removed by the Hirer or person employed by him for such purposes

unless with the written agreement of the Site Representative or Foundation Office;

13.1.10 that no illegal substances (drugs) are brought onto the Hired Premises;

13.1.11 that no still photographs nor moving images are taken by any method in the Hired Premises or anywhere else in the School without the prior written permission of the Site Representative

14. Conduct

14.1 The Hirer shall be present at all times during the Function and be responsible for the maintenance of good order, special attention shall be given to:

14.1.1 observation of any rules about the use of the facilities issued by the School. Details of such rules can be obtained from the School.

14.1.2 the behaviour of those in attendance;

14.1.3 the interests of residents in the neighbourhood so that they are not disturbed or caused any inconvenience;

14.1.4 other Functions being held elsewhere in the School so that they are not interfered with;

14.1.5 all those in attendance vacating the premises in an orderly manner and by the finishing time of the Function as stated on the application form.

15. Car Parking

15.1 The parking of motor cycles, cars, lorries etc, on the Hired Premises shall be subject to the agreement of the Site Representative and permitted only on the condition that:

15.1.1 any persons bringing such vehicles onto the premises do so at their own risk and that they accept responsibility for any damage caused to or injury to any person or the property of the School/Governing Body/Foundation by such vehicles, or the presence of such vehicles on the premises of the School/Governing Body / Foundation;

15.1.2 the Hirer shall maintain at all time adequate means of access to fire appliances and other emergency vehicles within the car parking areas and shall provide stewards, as determined by the Site Representative, for this purpose.

16. Catering

16.1 All arrangements for catering must be made with the Site Representative and Catering Management Company.

16.2 If accommodation is required for the purpose of preparing refreshments, washing up etc, this must be specified at the time of making the application and will be the subject of an appropriate charge. Kitchens shall only be available

during the times specified in the Hirer's application and no access to the kitchen shall be allowed to the Hirer prior to the times booked.

- 16.3 The Hirer shall follow all reasonable instructions issued to him/her by the Site Representative and Catering Management Company.
- 16.4 Having regard to Condition 21, the kitchen shall be vacated by the Hirer not later than one hour prior to the end of the hiring period to enable any necessary cleaning to be undertaken.
- 16.5 The Hirer shall be permitted the use of worktops and other preparatory surfaces, boiling rings and washing up sinks, but shall not be allowed use of any other preparation or cooking equipment unless a representative of the Catering Management Company is present throughout to supervise for which an additional charge may be made.
- 16.6 The Hirer shall be responsible for providing all necessary equipment for preparing food and detergents etc, for washing up and cleaning.
- 16.7 No children will be allowed in kitchens at any time.

17. Smoking

- 17.1 The School has adopted a no-smoking policy. Accordingly, the Hirer shall ensure that smoking is not permitted anywhere on the site.

18. Health and Safety

- 18.1 The Hirer shall:
 - 18.1.1 comply with all safety directives issued by the School/Governing Body and its employees;
 - 18.1.2 ensure that all passages, exits and stairways in the Hired Premises are kept clear during the hiring period;
 - 18.1.3 ensure that the number of persons admitted to the Hired Premises does not exceed the maximum determined by the School/Governing Body to comply with safety standards (details of the numbers permitted will be given by the Site Representative at the time of application);
 - 18.1.4 notify the Site Representative immediately in respect of all accidents which may arise during the hiring period;
 - 18.1.5 carry out his/her obligations under the Health and Safety at Work etc. Act 1974 not only in respect of his/her own employees but also in respect of employees of the School/Governing Body and members of the public;
- 18.2 The Hirer shall not:
 - 18.2.1 without the consent of the Site Representative, introduce equipment for use in the Hired Premises, alter fixed installations, alter or remove fire

and safety notices or equipment, or otherwise take any action which may create a hazard;

18.2.2 intentionally or recklessly interfere with or misuse anything provided in the interests of health, safety and welfare.

19. Right of Entry

19.1 The School/Governing Body reserve to the Site Representative and such other persons that may be duly authorised by him/her the right of free and unimpeded entry at all time to the Hired Premises during the Function.

20. Children and Young Persons Act 1933

20.1 The Hirer shall comply with the requirement of Section 12 of the Children and Young Persons Act 1933 (reproduced in part overleaf).

21. Cleaning

21.1 The Hirer shall be responsible for ensuring that the hired premises are left in the same condition as they were found. The School/Governing Body reserves the right to undertake an inspection following the Function and to deduct from the Hirer's deposit, as appropriate, or levy such charges as may be deemed necessary to reinstate the hired premises to the required standard.

22. Right to Free Speech

22.1 The School/Governing Body endorse the principle of firm adherence to the right of free speech and reasonable access to public platforms for the purpose of that right, subject to the overriding need to ensure the safety of the buildings and public and to avoid the fomenting of racial or religious hatred and any other forms of discrimination. Accordingly, the right is reserved to refuse applications for the hire of the premises for a purpose or by an organisation where there is cause for apprehension that there might be a breach of the above policy.

23. Site Representative

23.1 All decisions made by the Site Representative shall be final. Any breach of these Conditions of Hire will be deemed sufficient cause for cancellation of the hiring.

24. General

24.1 In the event of any matter arising in connection with the hiring of the Hired Premises which is not covered by these Conditions, the School/Governing Body shall have full power and authority to deal with the same in such a manner as it may deem advisable.

25. VAT

- 25.1 In accordance with VAT regulations (please refer to the current VAT leaflet [742/1/90] VAT is chargeable on the hiring of sports facilities at the standard rate. Unless:
- 25.1.1 the facility is hired exclusively by an affiliated organisation for the same activity for a series of 10 or more periods under the terms of a written agreement; and
 - 25.1.2 the interval between each period is not less than one day and not more than 14 days; and
 - 25.1.3 consideration is payable in advance by reference to the whole series.
- 25.2 The hire of school premises (school rooms, halls, lecture theatres, conference rooms etc) is normally exempt from VAT unless the room is used principally for catering e.g. wedding receptions/private parties.

CHILDREN AND YOUNG PERSONS ACT, 1933 - Section 12 (part)

1. Where there is provided in any building an entertainment for children, or an entertainment at which the majority of the persons attending are children, then, if the number of children attending the entertainment exceeds one hundred, it shall be the duty of the person providing the entertainment to station and keep stationed wherever necessary a sufficient number of adult attendants, properly instructed as to their duties, to prevent more children or other persons being admitted to the building, or to any part thereof, than the building or part can properly accommodate, and to control the movement of the children and other persons admitted while entering and leaving the building or any part thereof; and to take all other reasonable precautions for the safety of the children.

3. If any person on whom any obligation is imposed by this section fails to fulfil that obligation, he shall be liable, on summary conviction, to a fine not exceeding in the case of a first offence fifty pounds, and in the case of a second or subsequent offence one hundred pounds.