

CONDITIONS OF HIRE

1. INTERPRETATION

1.1 DEFINED TERMS

In this Agreement, the following words and expressions have the following meanings:

“Company” means Culford School Trustee Company Limited (Company Number 5609905) whose registered office is at Culford School, The Street, Culford, Bury St Edmunds, Suffolk IP28 6TX

“Facilities” means any one or more of the rooms or premises listed on page 1 of this Agreement under the heading Anticipated Requirements

“School” means Culford School, The Street, Culford, Bury St Edmunds, Suffolk

1.2 CONSTRUCTION

Words importing the singular include the plural and vice versa

Words importing the masculine include the feminine and neuter

References to persons include corporate bodies

2. APPLICATION

All applications for the hire of Facilities at the School must be in writing on the correct form and submitted to the Director of Operations and Commercial Manager. The person who signs this form shall be considered the Hirer. Where a promoting organisation is named, that organisation also shall be considered the Hirer and shall be jointly and severally liable with the person who signs the form.

3. PAYMENT

3.1 The deposit must be paid in full within 14 days of receipt of the deposit invoice and booking form to secure the booking date. No booking date will be valid until payment of the deposit has been made. This deposit is non-returnable.

3.2 Final numbers and catering details must be confirmed by the Hirer at least two full weeks before the event. Payment for the full balance of the event must be made at least 7 full days before the event.

3.3 If the Hirer continues in occupation of the Facilities, in whole or in part, after the time for which the Facilities have been booked the Company reserves the right to make an additional charge of [£100] for each hour, or part thereof, for the extended period of occupation. Such charge will fall due immediately on receipt of a written demand made by the Company. In addition, the Hirer will be charged for any loss or damage that the Company suffers by reason of the continued occupation after the times originally agreed.

4. ASSIGNMENT

This Agreement cannot be assigned wholly or in part by the Hirer

5. CANCELLATION

5.1 If the booking is cancelled less than 6 Months prior to the commencement of the period of hire the full amount of the hire charge together with any other contractual charges/expenses will remain due and payable by the Hirer.

6. ADVERTISING

All advertising for events at the School shall be done legally and on authorized sites only. Any fly posting of events taking place at the School is strictly prohibited and if this occurs the Company reserves the right to cancel the hiring with no liability to the Hirer. This right may be exercised whether or not fly posting takes place with the knowledge or consent of the Hirer and is without prejudice to the Company's' right to instigate proceedings for contravention of the Town and Country Planning (Control of Advertisements) Regulations as may from time to time apply.

7. DAMAGE, LOSS & ACCIDENT

- 7.1 The Company will not be responsible for any loss of or damage to any property arising out of the hiring nor for loss, damage, or injury which may be incurred by or done or happen to any person or persons using the Facilities during the period of hire arising from any cause whatsoever or for any loss due to any breakdown of machinery, failure of supply of electricity, leakage of water, fire, government restriction or Act of God which may cause the Facilities (or any part of them) to be temporarily closed or the hiring to be interrupted or cancelled.
- 7.2 The Hirer shall indemnify the Company against all loss or damage suffered by the Company and any claims made against the Company arising from or in consequence of the non observance or non performance of any of the conditions of hire by the Hirer or his agents or employees and from any action, neglect or default by the Hirer, his agents or employees.
- 7.3 The Company shall not be liable for any damage theft or loss of any property goods articles or things whatsoever placed deposited brought into or left within the boundaries of the School either by the Hirer for his use or purpose or by any other person and the Hirer shall indemnify the Company against all actions claims demands damages and expenses arising from such damage theft or loss other than to the extent such damage, theft or loss is the direct result of a deliberate or negligent act of the Company or its employees or agents.
- 7.4 The Company reserves the right to claim compensation from the Hirer for any damage theft or loss to fixtures, fittings equipment, machinery, buildings or other property of the School during the period of hire, to include any extended period as referred to in clause 3.3 above.

8. ALTERATIONS FITTINGS & DECORATIONS

- 8.1 The following shall not be permitted except with the previous consent in writing from the Company given to the Hirer who shall provide at his expense any plans, specifications or other information that the Company may reasonably require. Any damage caused in contravention of this clause will be repaired by the Company and any costs incurred (to include but not limited to a charge for labour and materials) to repair such damage will be recovered from the Hirer.
- 8.1.1 No structures, erections, fittings, decorations or alterations of any kind shall be put up inside the Facilities or within the grounds of the School.
- 8.1.2 No additions or alterations to the existing service installations or furniture and fittings shall be made and any such additions and alterations for which consent has been granted shall be carried out and maintained and removed to the entire satisfaction of the Company and or any professional advisor appointed by the Company
- 8.1.3 No nails screws bolts tapes adhesive of any type or any other such things shall be driven into or placed on any surface whatsoever.
- 8.1.4 No external signage is to be screwed, nailed, taped, tied on, cable tied, attached with Blu Tac or adhesive to any part of the infrastructure of the school to include lamp posts, school signage, fences, brickwork, hedges, trees, gates. Any damage caused will be billed to the hirer

- 8.1.5 No substances which may cause dampness shall be placed on any surface. Any accidental spillage of liquid is to be dried immediately.
- 8.1.6 No equipment is to be dragged across any floors. Any equipment too heavy to be carried must be wheeled on suitable equipment.
- 8.2 Any works of any nature carried out within the boundaries of the School by the Hirer shall, if the Company so requires, be carried out by a contractor nominated by the Company and all reasonable costs incurred shall be paid by the Hirer.
- 8.3 Any works or any nature carried out within the boundaries of the School by the Hirer and not carried out by a contractor nominated by the Company shall be executed to the complete satisfaction of the Company.

9. SAFETY & CONTROL

- 9.1 The following instructions are to be strictly adhered to:
 - 9.1.1 No flammable materials shall be brought into or used within the Facilities.
 - 9.1.2 The Hirer shall not remove obstruct conceal or tamper with any of the fire appliances which are placed around the School
 - 9.1.3 The Hirer shall comply with any directions given by the Director of Operations or any other authorised member of the School staff or representative of the Chief Fire Officer in relation to any works carried out or activities carried on in the School which may increase the risk of fire and will provide any necessary additional fire appliances as directed and shall treat with suitable fireproofing substances any materials that need to be so treated.
 - 9.1.4 All designated fire exits (both the route and the doors themselves) are to be kept free of obstruction and unlocked at all times when the School is in use. The Hirer will comply immediately with an instruction from the Operations Director or any other authorised member of the School staff or representative of the Chief Fire Officer in relation to any obstruction of a fire exit route or door.
- 9.2 The Hirer shall be responsible during the period of hire for the efficient supervision of Facilities together with the effective control of children and the orderly and safe admission and departure of persons to and from the Facilities and the preservation of good order and decency.
- 9.3 The right of entry to the School at all times is reserved to any duly authorised member of the School staff, Police, Fire Service or the Licensing Authority.
- 9.5 The maximum permitted number of persons for a particular function will be that stated on page 1 of this booking form.
- 9.6 The Hirer, his employees, agents and contractors shall comply with all reasonable requirements and requests of the Company or any authorised member of School staff.
- 9.7 **Under no circumstances whatsoever are naked flames allowed in any part of the buildings.**
- 9.8 **Smoking is not permitted within any part of the School other than with the clearly marked designated smoking areas.**
- 9.9 All scenery and costumes used for performances or the like must be fireproofed.
- 9.10 **NO SMOKE MACHINES** are to be used within the Facilities

9.11 Electrical Safety - All electric appliances brought into the Facilities should bear a current Portable Appliance Test "pass" label. Any that do not carry such a label should be for PAT testing by a competent person prior to bringing onto the site and used.

9.12 **The use of fireworks is strictly prohibited within any part of the School or its grounds.**

10. MUSIC & BROADCASTING

10.1 In the event of a performance of any musical composition the Hirer:

10.1.1 Shall be liable to pay such sums as laid down from time to time by the Performing Rights Society Limited, and the Hirer will supply the Director of Operations within fourteen days after the event, on the form supplied, the total attendance, receipts from sales and average price per ticket and/or other information as may from time to time be necessary to assess the correct levels of payment.

10.1.2 Shall permit any duly authorised agent of the Performing Rights Society Limited free access to the School during any public performance.

10.1.3 Shall pay to the Performing Rights Society Limited any payment properly due and indemnify the Company against all actions demands damages and expenses in respect of any royalty to which the Performing Rights Society Limited may be entitled and which is not covered in the sums referred to in clause 10.1.1

10.1.4 Shall indemnify the Company against all actions claims demands damages and expenses arising out of the performance of any work not in the repertoire of the Performing Rights Society Limited.

10.1.5 Shall produce to the Director of Operations copies of any necessary licences before the commencement of the hiring.

10.1.6 Shall indemnify the Company against any infringement of copyright which may occur during the hiring.

10.2 In the event of the Hirer or its agents or employees using recorded music during a hiring it is the Hirer's responsibility to ensure the necessary licence or waiver from Phonographic Performances Limited, 1 Upper James Street, London, W1F 9DE is in place. The Hirer will be responsible for the payment of any fees for such a licence and shall indemnify the Company against all actions claims demands damages and expenses arising from non compliance.

11. GENERAL MISCELLANEOUS PROVISIONS

11.1 The Company will not be liable for any loss due to the breakdown of machinery failure of supply of electricity gas or water escape of gas or water fire government restriction industrial civil disturbance structural damage to the School howsoever caused which may result in the School being temporarily closed or the hiring being interrupted or cancelled.

11.2 No animals shall be permitted in the School except guide dogs and such animals as permitted by the Company.

11.3 The use of confetti is prohibited during any function at the School and no party poppers are to be used in the grounds.

11.4 The hire of the Facilities specified does not entitle the Hirer to use or enter the School at any time other than during the specified hours for which the Facilities have been hired, unless by prior arrangement with the Director of Operations.

12. NOISE & NUISANCE

- 12.1 The Facilities shall not during the period of hire be used for any purpose other than that specified on page 1 of this Booking Form and in particular must not be used to create any nuisance which may cause damage annoyance of inconvenience to other persons or property.
- 12.2 The Hirer shall be responsible for the maintenance of good order and shall ensure that no undesirable person is permitted to enter or remain or make use of the School or its grounds. The Company reserves the right through its duly authorised officers and staff to require the Hirer to remove or cause to be removed any such person from the premises. No persons apparently under the influence of drugs and/or alcohol shall be permitted to remain in the School or on its grounds.

13. TERMINATION OF THIS CONTRACT

- 13.1 If there is any breach by the Hirer of any conditions contained within this Agreement the Company may terminate the hiring immediately by notice to the Hirer and close the School to prevent any further or continuing use. The Hirer shall not be entitled to the return of any sums already paid or to any compensation arising from termination.
- 13.2 If this Agreement is determined by the Company pursuant to clause 13.1 it shall be without prejudice to the right of the Company to recover any sums due from the Hirer and/or pursue further claims.

14. REFRESHMENTS

- 14.1 Any excisable liquor sold or supplied shall be provided by pre-arrangement with the Company or its recommended sub-contractor. If the hirer prefers to provide their own wine the Company charge corkage of £7 per bottle

15 THE COMPANY'S OBLIGATIONS

- 15.1 The Company will notify the Hirer of any building or maintenance work planned to take place at the School during the period of hire and will ensure that areas designated as out of bounds are clearly and safely fenced off. The Company reserves the right to undertake works to remedy defects or to continue with on-going development or maintenance projects during the period of the letting.
- 15.2 The School has three disabled toilets on site - these are in the Sport Centre, William Miller building and the Culford Hall. If the Hirer requires the provision of additional disabled toilets this must be arranged and paid for at the Hirer's expense.

I have read the above conditions and agree to abide by them.

Please sign and return a copy of this Agreement to the Director of Operations at Culford School.

Signed By:

Print Name:

Date: