



# Event Facilities at: Broughton Hall Catholic High School

## CONDITIONS OF HIRE between Broughton Hall Catholic High School (The School)

AND ..... (The Hirer)

**1. Use of Premises**

The use of premises has to be restricted to the use specified in your communication with the School.

**2. Deposit & Payment for Hire**

A non-refundable deposit of 10% of the room hire cost will be payable upon acceptance of the quotation offered by the School to the Hirer. The remaining total costs will be payable within one month after the hire date.

If the event exceeds the hours of hire stated within the quotation attached, the School reserves the right to charge the Hirer an additional fee commensurate with the additional costs to the school.

**3. Damage & Breakages**

- The hirer should take all precautions to prevent any damage.
- The hirer should not remove any artefacts from the building, or attach anything to the walls or damage the structural work in any form. In the event of any damage caused to the property, fixtures or fittings, the hirer is required to pay for any breakages, losses or damage in full.

**4.** Nominated Representatives of the School must be given free access to the hired premises for the purpose of inspection. The Management of the School also reserve the right to cancel any room hire in which case a proportion of the charges will become refundable.

**5. Public Liability**

The Hirer shall effect Third Party (public Liability) insurance within a minimum indemnity limit of one million pounds for any one occurrence to cover its legal liabilities for accidents resulting in injuries to persons, including participants in the hiring activity, and/or loss of or damage to property including the hired premises, arising out of the letting of educational premises.

The School will not be responsible for any injury to persons or damage to property arising out of the hiring of the premises unless such injury or damage results from the negligence or breach of statutory duty on the part of the School.

**6. Sub- Letting**

The sub-letting of the premises is prohibited.

**7. Health and Safety**

The Hirer shall comply in all respects with the current Health and Safety at Work Act 1974 or regulations made thereunder and any legislation amending or consolidating the same.

**Portable Electrical Equipment**

The School has a responsibility under the Health & Safety at Work Act to establish that any equipment brought onto the property is safe for use. It is essential that electrical equipment is tested periodically by an Approved Registered Electrical Contractor. Confirmation is required before a letting is approved that any equipment to be used is tested and safe. Contractors should be members of the National Inspection Council for Electrical Installation Contracting or the Electrical Contractors Association. Details of testing procedures are set out on the Health & Safety website.

**8. Safeguarding**

Broughton Hall Catholic High School is committed to safeguarding and promoting the welfare of young people, we expect hirers, pupils, staff, volunteers and visitors to share this commitment.

The hirer must read and abide by the school's Safeguarding Policy for young people. The school requires the hirer to acknowledge in writing that they have read and will abide by the school's Safeguarding Policy. Copies of the school Safeguarding Policy can be obtained from the school on request.

The Safeguarding Policy is also available on the school web site [www.broughtonhall.com](http://www.broughtonhall.com)

**9. Public Safety**

- a) The Hirer shall be responsible for the prevention of overcrowding such as would endanger public safety and for keeping clear all gangways passages and fire exits.
- b) The Hirer shall be responsible for providing adequate supervision to maintain order and good conduct.
- c) The Hirer should not bring any articles of any flammable or explosive character, or any article producing an offensive smell or noxious fumes, or any chemical either corrosive or acidic, or any oil, electric, gas or other engine.
- d) The Hirer should not bring any gas bottles for heating shall not be taken into the premises.
- e) The Hirer should not interfere with central heating apparatus
- f) Bring place or erect any furniture, fittings, erection or structure without the prior consent of the management.
- g) Place or fix any additional or decorative lighting without the prior consent of the management.
- h) Place fix or exhibit any advertisement in or upon any part of the premises without the prior consent of the management.

Special preparations, such as those required for the purpose of dancing, must not be applied to the floors of any rooms. The Hirer must make satisfactory arrangements to protect the flooring of all rooms used for dancing, climbing or other such activities.

## **10. Licenses**

Licenses are generally required for:

- a) Performing plays
- b) 'Public dancing, music or other public entertainment of a like kind' under the Local Government (Miscellaneous Provisions) Act 1982.
- c) Games of bingo.

Hirers should ascertain whether or not a license is required for these uses, or for any other use to which premises are to be put, and if so, to obtain and ensure full compliance with the necessary license. The premises are not already licensed.

- 11.** Intoxicating liquor is not permitted to be sold to the public or supplied on educational premises without the express consent of the Management of the School. Details of the license for the sale to the public of intoxicating liquor will need to be available for inspection.

- 12.** The premises are not licensed under the Cinematography Acts and no inflammable films or materials of any inflammable nature should be used.

When commercial sound recordings (gramophone records, tape recordings or CDs) are publicly used an application for a license to use such recordings must be submitted to Phonographic Performance Limited, Evelyn House, 62 Oxford Street, London W1N 0AN. Application forms may be obtained from them on request.

- 13.** Under the conditions of the Performing Rights Society, hirers of educational establishments are required to furnish details direct to the Society of 'all musical works, whether published or in the manuscript, performed at the premises locally, instrumentally or mechanically, at entertainment for which a charge is made'. A form can be provided which should be completed and forwarded direct to the Performing Rights Society Limited immediately after the letting has taken place.

## **14. Audio and Visual Equipment**

- a) Equipment may be hired on a specified basis. However, if there is a technical problem with the equipment during use, the Hirer must contact the Hiring Manager for correction of the problem by a competent technician approved by the School.
- b) The hirer must, by arrangement with the Hiring manager, visit the School on the first day of hiring in order that the 'hand-over' may be made to ensure that the equipment to be used is in a satisfactory working order. A similar 'hand-over' should take place at the end of the letting.

## **15. Grounds**

The hirer must ensure that the grounds are used only with the permission of the management of the School.

No dogs or other animals are allowed in the school grounds or buildings except guide dogs.

## **16. Car Parking**

No vehicles are allowed to park on the grass areas. All vehicles should park in the School car park only. All patrons park cars at their own risk.

- 17. First Aid**  
The School takes no responsibility for First Aid provision. Hirers are recommended to provide their own First Aid cover at events.
- 18. Smoking**  
The School has a policy of No Smoking throughout all buildings and premises.
- 19. Telephones**  
There is no access to a public telephone.
- 20. Cleaning**  
The Hirer shall remove all items brought into the School no later than the end of the Hire Period and ensure that all rooms are left clean, undamaged and free from rubbish. If the School has to employ additional cleaning services as a result of a breach in this clause, all costs will be charged to the hirer for payment within 7 days of the hire period.
- 21. Cancellation**  
Cancellation by the School  
If unforeseen circumstances occur, the School may without incurring any liability, refuse to accept a booking or terminate a booking up to a period of one week before the beginning of the Hire Period, without giving any reason of the termination of the Hire.
- Cancellation by the Hirer  
If the booking is cancelled within 7 days of the Hire Period, the Hirer will be required to pay a further 10% of the room hire costs in addition to the deposit paid.

# DECLARATION TO BE COMPLETED BY THE HIRER

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I/We\* being the duly appointed agent of

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Agree to abide by the conditions and regulations stated above and do hereby agree to indemnify Broughton Hall Catholic High School against any liability whatsoever which may arise out of the hiring of premises to me.

I/We also confirm that the appropriate insurance will be affected in accordance with the Conditions of Hire.

Signed .....

Date .....

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**NOTE: Persons signing the Declaration must be of 18 years of age or over.**