



## **CONDITIONS OF HIRE OF SCHOOL PLAYING FIELDS AND PREMISES MATTERS RELATING TO BOOKINGS AND CHARGES**

- 1: The person signing the application form shall be deemed to be the Hirer and such person shall be personally responsible for the payment of the scale and other charges payable in respect of the hiring and for the observance and performance in all respects of the conditions and stipulations herein contained and on the part of the Hirer to be observed and performed.
- 2: All charges may be required to be paid at the time of booking and no booking will be accepted less than 14 days (5 weeks where licensing is required under the statutes referred to in Condition 25) prior to the date required. Final charges will be those applicable at the date of use of the premises.
- 3: At the discretion of the School, the Hirer may be required to pay a £50 returnable deposit in addition to the scale charges, which may be applied in whole or in part to make good any damage or excess in hiring time.
- 4: The right is reserved to cancel any hiring without notice where the Governing Body of the School considers it necessary to do so:
  - (a) in consequence of any outbreak or prevalence of infectious diseases;
  - (b) for any other cause outside its control, or
  - (c) because the Governing Body of the School reasonably believes that an act is likely to be done in the premises which will contravene the Race Relations Act 1976 or prejudice the performance of its obligations under section 71 of the Act to secure that its functions are carried out with due regard to the need to eliminate unlawful racial discrimination and to promote equality of opportunity and good relations between persons of different racial groups.

In such an event, any sum paid by the Hirer will be refunded, but neither the Governing Body nor any Body responsible for the management of the School shall be held liable or required to pay compensation for any loss sustained as a result of or in any way out of the cancellation of the hiring.

- 5: Hirers will be allowed to cancel or postpone a booking on condition that, if 14 or more days' notice is given, half fees will be payable, and if less than 14 days' notice, full fees will be payable unless, in either case, the hall or room is rebooked.
- 6: The right is reserved to refuse to grant a hiring without giving a reason.
- 7: Intoxicating liquor shall not be sold, supplied or consumed on School premises except by general or special approval of the Governing Body and subject to any necessary licence having been obtained by the Hirer.
- 8: The Hirer shall, if called upon to do so, furnish for approval a copy of the programme of any entertainment to be given by the Hirer. In such a case no entertainment shall be given except in conformity with the programme which has been approved.

Failing approval of a programme, the Hirer will be allowed to cancel the hiring on payment of the appropriate fees under Condition 5, unless it is decided to remit such fees.

- 9: (a) The School Governors shall not be liable for any injury (including injury resulting in death) or damage to or loss of property whatsoever which shall or may occur to or be sustained by the Hirer his assistants servants or agents or others entering on the property in the exercise or purported exercise of the hiring (except such injury or damage as may occur by reason of the neglect of the Governors servants or agents acting within the scope of their authority).
- (b) The Hirer will indemnify and keep indemnified the Governors and their servants and agents from and against all claims for which the Hirer is found legally liable in respect of such injury or damage and all actions proceedings costs damages and expenses in regard thereto and also from and against all other liability claims demand proceedings costs damages and expenses in respect of injury to persons whomsoever (including injury resulting in death) and damage to or loss of property whatsoever which may arise out of or in consequence of the exercise or purported exercise of the hiring (except as aforesaid).
- (c) The Hirer shall insure his liability under Condition 9(b). The amount of the indemnity provided by this insurance must be not less than £1,000,000 in respect of any one accident or occurrence or such higher indemnity as the Governors may dictate from time to time.

Evidence of the insurance must be produced to the Governors at least two weeks before the date of hiring.

- 10: The Hirer shall make good any wilful or avoidable damage to the property of the Governors which can be attributed to his use of the premises. The Hirer shall not be responsible for any fire damage to the property occurring otherwise than from the act, neglect or default of the Hirer his servants or agents.
- 11: In the event of any such damage, the Governors may make it good and the Hirer, by the acceptance of the hiring subject to these conditions, will thereby be deemed to have undertaken to pay the cost of such reparation as certified by or on behalf of the Governors.
- 12: The Hirer shall not infringe any subsisting copyright or performing right, and hereby indemnifies the Governors against all sums of money which the Governors may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire.

- 13: Members of the Governing Body reserve to themselves and their officials, the right to enter the premises hired at all times on producing evidence of their identity. Stewards should be advised accordingly by the Hirer.
- 14: No nails, tacks, screws etc. shall be driven into or adhesives fixed to any of the walls, floors, ceilings, furniture or fittings. No preparation shall be used for polishing the floors except on Friday or Saturday evenings. On these occasions an extra charge, according to the size of the floor, will be made and shall be paid by the Hirer to cover the cost of removing the polish or preparation. The application of floor dressing shall be made by the caretaker only, to whom the Hirer shall supply the dressing. In order to avoid the use of unsuitable materials, the Governors reserve the right to refuse the apply any substance the caretaker deems unsuitable.
- The wearing of footwear which might cause damage to floors is not permitted.
- 15: Subject to the provisions of the next paragraph, the Hirer shall vacate the premises by 11 p.m. unless an extension has been obtained, and shall leave the premises, fixtures, furniture and other property therein in as good order as they were at the time of entry and in as clean a condition as the particular use will allow.
- 16: The Hirer shall ensure that caterers, contractors and others supplying or serving refreshments, or providing decorations etc. comply with all current legislation relating to food hygiene, health, welfare and safety matters and remove from the School premises all their articles and property by midnight on the day of hire if the School is to be used next day, or in any other case by noon on the day following the day of hire, and shall observe and carry out any instructions which may be given to him in this connection.
- Any article or property belonging to the Hirer or any caterer or contractor or other person left on the School premises after the hour named above may be removed by the Governors and the cost shall be paid by the Hirer.
- 17: The seating accommodation provided is limited to the number of chairs that are on the School premises on the day of hire and is arranged so as not to affect the means of escape from the premises and to accord with any approved layout which exists for the premises. Subject to approval, further provision may be made by the Hirer at his own expense.
- 18: School furniture shall not be moved except by arrangement with the site supervisor and to comply with fire regulations.
- 19: Kitchens and practical subject rooms may be used only for the provision of hot water and the service of light refreshments and where special approval has been given.
- 20: Any alteration or addition to the electrical lighting or heating systems is strictly forbidden, except with the special approval of the Governors which may be given subject to conditions, which the Hirer will be required to observe, the approval of a technical officer acting on behalf of the Governors and, where necessary, the consent of the electricity supply undertakers.
- 21: If existing stage, lighting, spotlights and dimming equipment are required, it is to be clearly stated on the application form. An extra charge will be made for this service and any operation of such equipment shall be carried out by a competent person named and approved in advance.
- 22: The following special conditions shall also apply when the use of School grounds is permitted for activities of a hazardous nature:-
- (a) The land (including any building or structure thereon) is made available in its existing state and condition and the Governors cannot warrant or represent that it is safe and suitable for the holding of the function or for the admission of the public. The Hirer shall not publish or say anything tending to lead any person to believe otherwise. The Hirer shall have exclusive occupation of and responsibility for the said land during the period that it is used for the function.
  - (b) The Hirer shall secure the removal from the said land, as soon as is practicable after the function of all litter or other rubbish left on the land in the course of or produced by the event, which the Governors require to be removed.
  - (c) The Hirer shall provide to the School the name of the nominated person with responsibility for all aspects of health and safety.
- 23: The Hirer shall ensure that no act is done on the premises, during his use of the premises, which contravenes the Race Relation Act 1976 or prejudices the performance by the Governors of its obligation under Section 71 of that Act to secure that its functions are carried out with due regard to the relations between persons of different racial groups.

#### **MATTERS RELATING TO STATUTORY REQUIREMENTS**

- 24: The premises hired shall not be used for cinematograph exhibitions, public dancing, singing, music or other public entertainment of the like kind, boxing, wrestling or the public performance of plays, for which a licence for the premises is required to be granted under any of the under mentioned Acts unless such a licence has been so granted in respect of the premises:-

The Theatres Act, 1968

The Cinematograph Acts, 1909 and 1952

The Home Counties (Music and Dancing) Licensing Act, 1926, as extended by the Essex County Council Acts, 1933, 1952 and 1958.

The Sunday Entertainments Act, 1932

The Essex County Council Act, 1933 (Part VII) as extended by the Essex County Council (Canvey Island Approaches etc.) Act 1967.

The Public Health Acts Amendment Act 1890.

- 25: The Hirer is required, where appropriate to his hiring, and where the premises hired are licensed under one or more of the statutes referred to in the above condition, to acquaint himself with the conditions and regulations subject to which the premises hired are so licensed, a copy of which is available for inspection at the School Administration Department.

If the Hirer commits a breach during the hiring of any of the conditions attaching to such license, or of any, including these, regulations, then, without prejudice to the right of the Governing Body, acting by itself or through any other appropriate body on its behalf, to enforce any liabilities already incurred by the Hirer under these conditions, the Governors/Managers reserve the rights themselves, or acting as aforesaid to determine the hiring, if still continuing, forthwith, to forfeit all sums paid by the Hirer and to refuse to grant any further application from him for the hire of School premises.

No person shall give any exhibition, demonstration or performance of hypnotism on any living person at or in connection with an entertainment to which the public are admitted, whether on payment or otherwise, in the said premises.

The granting of permission to use the premises for a function when licensed under one or more of the situations referred to in Condition 26 thereby required the Hirer to comply with the conditions of that licence as applicable to the licensee.

- 26: The Hirer shall not use the premises or permit them to be used for gaming or wagering other than lawful gaming carried on in accordance with the provisions of the Gaming Act 1968.

A note on this Act is appended to these Conditions.

- 27: The following provisions of Section 12 of the Children and Young Persons Act 1933 must be strictly complied with:

- (a) "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.
- (b) Where the occupier of a building permits, for hire or reward, the building to be used for the purpose of an entertainment he shall take all reasonable steps to secure the observance of the provision of this section.
- (c) 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, and also, if the building in which the entertainment is given is licensed under the Cinematograph Act 1909, or under any of the enactments relating to the licensing of theatres and of houses and other places for music or dancing, the licence shall be liable to be revoked by the Authority by whom the licence was granted.
- (d) A constable may enter any building in which he has reason to believe that such entertainment as aforesaid is being or is about to be, provided, with a view to seeing whether the provisions of this section are carried into effect, and an officer authorised for the purpose by an authority by whom licenses are granted under any of the enactments referred to in Condition 26 above shall have the like power of entering any building so licensed by that authority."

- 28: It should be noted that the Representation of the People Act indicates that Schools may not be used **at any time** as "a Committee Room for the purpose of promoting or procuring the election of a candidate". The Act does not allow Schools to be used **on the day of the poll** for the holding of public meetings to furtherance of any person's candidature at a Parliamentary or Local Election.

## APPENDIX

Under the Gaming Act 1968 the conditions subject to which premises may be used for gaming carried on at an entertainment promoted for raising money to be applied for purposes other than private gain are as follows :

- 1: (a) The game must not involve playing or staking against a bank, whether the bank is held by one of the players or not.
- (b) The nature of the game must not be such that the chances in the game are not equally favourable to all the players.
- (c) The nature of the game must not be such that the chances in it lie between the player and some other person, or (if there are two or more players) lie wholly or partly between the players and some other person, and those chances are not as favourable to the player or players as they are to that other person.
- 2: The game must not be by means of a machine to which Part III of the Gaming Act 1968 applies and must not constitute the provision of amusements with prizes in the circumstances specified in Section 48(1) or Section 49(1) of the Betting, Gaming and Lotteries Act 1963.
- 3: (a) In respect of all games played at the entertainment not more than one payment (where by way of entrance fee or stake or otherwise) shall be made by each player, and no such payment shall exceed 50p.
- (b) Subject to paragraphs 6 & 7 below, the total value of all prizes and awards distributed in respect of those games shall not exceed fifty pounds.

- 4: The whole of the proceeds of such payments as are mentioned in paragraph 3 above, after deducting sums lawfully appropriated on account of expenses or the provision of prizes or awards in respect of the games, shall be applied for purposes other than private gain.
- 5: The sum appropriated out of those proceeds in respect of expenses shall not exceed the reasonable cost of facilities provided for the purposes of games.
- 6: Where two or more entertainments are promoted on the same premises by the same persons on the same day, paragraphs 3 to 5 above shall have effect in relation to those entertainments collectively as if they were a single entertainment.
- 7: Where a series of entertainments is held otherwise than as mentioned in paragraph 6 above :
  - (a) Paragraphs 3 to 5 above shall have effect separately in relation to each entertainment in the series, whether some or all of the persons taking part in any one of those entertainments are thereby qualified to take part in any other of them or not, and
  - (b) If each of the persons taking part in the games played at the final entertainment of the series is qualified to do so by reason of having taken part in the games played by another entertainment of the series held on the previous day, paragraph 3(b) above shall have effect in relation to that final entertainment as if for the words "fifty pounds" there were substituted the words "one hundred pounds".

I hereby confirm that I have read the above Conditions of Hire and agree to abide by the terms contained therein.

Signature of Hirer: ..... Date: .....

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