

FARLINGTON SCHOOL TRUST LTD

CONDITIONS OF HIRE OF SCHOOL PREMISES

1. The Hirer shall satisfy themselves that the facilities to be hired are suitable for the purpose for which they require them.
2. The use of the premises by the Hirer must not interfere with the proper working of the School or impair its efficiency.
3. The contract for the hire of the premises between the hirer and the Governors of the School shall take effect only upon the signing of the hire form by both parties.
4. The Hirer shall be advised of the main hiring fees on the hire form; additional fees may also apply for services such as catering. A non-refundable deposit must be paid to confirm a booking; this will be outlined on the hire form.
5. In the event that the Hirer cancels the hiring, the following fees shall be payable by the Hirer at the Bursar's discretion:-

Period of Cancellation Notice	Charge
8 months or longer	Loss of deposit
Between 8 and 4 months	50% of hire rates quoted
Between 4 and 2 months	75% of hire rates quoted
Less than 2 months	100% of hire rates quoted

*****Where insufficient notice has been given, cancellation charges will include catering fees based on estimated numbers given at the time of booking. The average menu price will be used to calculate the charge.**

6. The Hirer shall indemnify the Governors of Farlington School Trust Ltd against all claims for damages, compensation and/or costs in respect of:-
 - a) bodily injury or illness to Third Parties and/or
 - b) damage to Third party property caused by or arising out of or being incidental to the Hirer's use of the premises.
7. The Hirer shall be responsible for loss of or damage to the School premises and contents therein. A damage deposit may be requested; this will be stated on the hire agreement.
8. The Hirer shall be responsible for complying with the legislation relating to copyright in relation to hiring and with the requirements of the Performing Rights Society Limited concerning the performance of musical works on the premises.
9. The Hirer shall be responsible for ensuring that any gambling or lottery which takes place on the School premises complies with the relevant legislation.
10. Use of the premises is limited to the accommodation hired, and necessary facilities such as toilets, if agreed, at the time of booking. Car parking is permitted in designated areas on the School premises subject to availability.
11. No nails or screws shall be driven into walls, floors, ceilings, furniture or fittings, and no placards shall be affixed to any part of the premises, unless permission is granted.
12. The School has a zero tolerance drugs policy. Should any persons be found in possession or under the influence of an illegal substance, or should there be reasonable cause to believe that to be the case, the School has a right to contact the Police, which may result in disruption of your event. The School will not be liable for any such disruptions.

13. When using the all-weather pitch:
 - a) no footwear with studs may be worn, except in the case of footwear expressly designed for use on the all-weather surface;
 - b) all footwear must be clean and appropriate for use on the all-weather pitch before entering;
 - c) all spectators should stand at the side of the pitch or outside the pitch;
 - d) please use the car park next to the pitch and use only designated car parking spaces;
 - e) please do not allow anyone to eat or drink on the pitch and ensure that the pitch and surrounding area are free of rubbish before you leave; and
 - f) please make sure that all gates to the pitch are closed before you leave.
14. The Governors are responsible for the safety of the building and must ensure that it is in a safe condition for the Hirer's purpose. However, should the Hirer or persons booked by the Hirer (event companies etc) alter the building in any way that has not been agreed with the Governors (including lighting and electrics) the Hirer will then be liable for any safety problems that may occur. It is also the Hirer's responsibility to ensure that any equipment that does not belong to the School and is used on the premises by themselves or by a third party has been appropriately tested.
15. Any alteration or addition to the School lighting or electrical heating systems is strictly forbidden, except with the consent of the Governors. Consent may be subject to conditions, which the Hirer will be required to observe.
16. If any special equipment is required, it must clearly be stated on the application form. An extra charge will be made for this service, and the School must be satisfied that the use of the equipment is safe and supervised by a competent person.
17. The Hirer will be responsible for providing any first aid facilities that are necessary in accordance with the Health and Safety (First Aid) Regulations 1981.
18. No function shall extend beyond the hiring period and the Hirer shall completely vacate the premises by that time, unless special arrangements have been agreed on behalf of the Governors.
19. The Governors reserve to themselves and their authorised representatives the right to enter the hired accommodation at all times.
20. The Governors reserve the right to cancel any hiring without notice if:-
 - a) the accommodation will, due to circumstances outside their control, be unavailable for the hire period, or
 - b) the Hirer has failed to disclose material information concerning the proposed hiring, or
 - c) there are reasonable grounds to conclude that the Conditions of Hire may be breached to a material extent.

In the event of (a) all hiring fees will be refunded to the Hirer, but the Governors shall have no further liability to the Hirer. In the event of (b) or (c) any refund of fees shall be at the discretion of the Governors.