

BRIGHOUSE HIGH SCHOOL - CONDITIONS OF HIRE OF SCHOOL FACILITIES

APPLICATIONS AND CANCELLATION

All applications for hire must be made on the form enclosed.

1. Charges per hour are deemed to mean a maximum of 55 minutes usage time with access to changing facilities both before and after the event if this is relevant.
2. Owing to circumstances beyond the School's control, some sports events scheduled to complete before 6.00pm may slightly overrun and should this happen, the School will at its discretion credit the affected hirer with up to the value of 30 minutes usage
3. All lettings are exempt from VAT.
4. Bookings for sessions will be invoiced in advance and payment must be made before usage can start.
5. The School reserves the power to refuse any application or to cancel or terminate any booking for any reason whatsoever. All monies paid in respect of bookings cancelled under this condition (except of an administration fee of £20) will be refunded, provided that the hirer has complied with these conditions of hire. The school will not be liable for any other expenditure incurred or loss sustained, whether directly or indirectly by the hirer arising from the cancellation. Notwithstanding this, the School will use its best endeavours to ensure that reasonable notification of the cancellation is given to the hirer.
6. The hirer cannot reclaim payment on bookings missed due to his fault.
7. Should the hirer wish to cease an agreement for which he has already paid in full, a refund for all the unused sessions less three can be claimed.
8. Hirers may not sub-let their right of usage.
9. Hirers may not levy any charge in connection with their booked period of hire without prior consent of the School.
10. The hirer shall hold and maintain Public Liability insurance cover and such insurance may be limited in respect of any one claim (but shall not be limited in any other respect) provided that any such limit shall in any event be not less than £2000000 (two million pounds).
11. The hirer shall produce evidence acceptable to the School which shows that such insurance is current and in place. Failure to do so increases the charge per session to insure such coverage
12. The hirer will comply with all legislation affecting its hire of the School premises and keep the School fully indemnified in respect of any claims, demands, actions, proceedings, damages, costs, expenses, and losses or other liabilities resulting from any breaches

RESPONSIBILITIES OF THE HIRER

1. The hirer shall ensure that all members of any club or persons using the School's Facilities as a result of the hirer's application shall comply with these Conditions and the rules governing their general use. The hirer shall be liable to the School for any breach thereof as if such breach has been committed by the hirer.
2. The hirer shall provide sufficient stewards to maintain good order during the booked period of hire and shall expel any person acting in a disorderly manner or disobeying an instruction of the School management.
3. Seating must not be re-arranged or added to and all door entrances, corridors and exits must be kept clear and ready for use in an emergency. It shall be the responsibility of the hirer to inform the users as to the locality of the emergency exits and procedures in case of fire or other emergency.
4. The hirer shall be responsible for and indemnify the School against all claims for damages, costs or expenses which may be made against the School in respect of personal injury or loss or damage to property where such loss or damage occurs during or in consequence of hiring of the premises.
1. The hirer shall not use the School's facilities for any purpose other than the purpose for which the same was hired. The School does not warrant that they are suitable for the purpose for which they are hired.
2. The Management shall, at all times during the booked period of hire, have free access to and egress from the School's facilities and instructions must be given by the hirer to permit his admission.
3. The taking of photographs or films and the recording by any method of activities or events taking place within the School and its grounds is forbidden, except with the prior approval of the Management.
4. The hirer shall be solely responsible for the repair of any damage caused directly or indirectly by persons or equipment acting or used in connection with the relevant booked period of hire. This includes delivery and collection of items by outside bodies. The use of such equipment is only permitted with the written consent of the Management. The hirer shall further be responsible for any loss of revenue caused directly or indirectly by such damage.
5. Swearing or smoking by any hirer or person under his / her control whilst on school premises automatically invokes termination of the booking without refunds.
6. Hired rooms, halls, and courts must be vacated on time and left in a clean and tidy condition.
7. No article of dangerous or offensive character or any inflammable materials shall be brought into the School or its grounds by the hirer.
8. No open fires or candles may be lit on School premises
9. No apparatus or electrical equipment shall be brought into the School or its grounds, without the prior consent of the Management.
10. No nail or fastening of any kind or advertisement may be placed in or on any part of the School or its grounds, without the prior consent of the Management.
11. Noise levels must be contained to a reasonable level at all times and after 10.15pm no noise shall be audible in any of the neighbouring houses or flats
12. No betting, gambling or gaming is permitted on the School premises unless the hirer is legally licensed to provide betting, gambling or gaming
13. The hirer has a responsibility to provide appropriate 1st Aid support to any persons entering the School

premises for the purpose of the hire.

14. The hirer is responsible for the safety and good condition of all belongings brought on to the premises by any member of his / her club or organisation.
15. Except for nets and posts, hirers provide all other equipment they need for their activity
16. Where the hire is for an activity involving persons under the age of 18, it is the hirer's responsibility to ensure that all adults involved are suitable to work with persons under 18 years and have been subject to the appropriate checks either by the hirer himself or through an association or parent organisation of which he is a member to ensure that suitability.

PERFORMING RIGHTS

1. It is the duty of the hirer to observe and perform all conditions restrictions and obligations of and to obtain all licences and other permissions from the Performing Rights Society Ltd or the Phonographic Performance Society Ltd or any other similar appropriate body.
2. In the case of any performance not protected by a Licence of either the Performing Rights Society Limited or Phonographic Performance Limited or other relevant body, the hirer shall not use the School for the performance or delivery in public of any dramatic or musical work or lecture in which copyright exists, without the consent of the person or persons entitled to the copyright. The hirer shall indemnify the School against all claims, which may arise by reason of any infringement of copyright, or failure to obtain a licence, occurring during the booked period of hire.
3. If the hirer wishes to provide public music, dancing, or other public entertainment, it is the hirer's responsibility to obtain any entertainment licence or other occasional permission and to show it to authorised School representatives on demand.

CATERING

1. No food or drink of any kind may be brought into the School or its grounds without the prior permission of the Management.
2. Where permission is requested for the use of outside caterers or the provision of his own food, the hirer should not undertake any commitment until permission is received from the Management in writing. The School shall not be liable for any costs incurred in this way where permission in writing has not been granted.
3. Where permission for outside caterers is granted in writing, the detailed requirements of the Management must be followed. The Schools' facilities must be left in a clean, tidy and hygienic state with all waste food and materials being removed by the hirer. The cost of any additional cleaning which is necessary will be recharged in full to the hirer.
4. The loss or damage of any equipment belonging to the School will be recharged in full to the hirer.
5. The hirer will not normally be permitted to provide his own drinks whether alcoholic or non-alcoholic.

BREACH OF CONDITIONS

1. If any booked period of hire is cancelled or terminated by the Management as a result of the breach of any of these conditions or the rules covering their general use, the hirer shall remain liable for the charges due for the booked period of hire but without prejudice to any claim which the School may have against him arising out of such breach. The reasonable decision of the School as to whether any act or omission is a breach of any of these conditions shall be final.
2. In the event of any breach of these conditions the user may be required by the Management to leave the School's facilities and will forfeit the charge paid by him for entry therein or their use but without prejudice to any claim which the School may have against him by virtue of these conditions or any other legal process.

DAMAGE OR LOSS

The School shall not be responsible for any failure of the main electricity to its facilities nor for any loss or damage to the property of the hirer or injury to any person by the hirer caused through accident, fire, theft or any other cause whatsoever, unless arising through the negligence or default of the School.

NOTIFICATION OF ACCIDENTS AND DANGEROUS OCCURENCES REGULATIONS 1980

It is the responsibility of the hirer to ensure that any accident/incident, which occurs during the period of the hire, is reported promptly to the School. If for some reason this is not possible e.g. the accident/injury does not come to light until after persons have left, it must be reported to the School within 24 hours.

INTERPRETATION

The following expressions shall have the meanings hereby given except where the context otherwise requires :

1. The School means the Brighouse High School
2. The School, its grounds and facilities shall include all the buildings, grounds, car parks, rooms or other facilities of the School situated at Finkil Street, Brighouse or Parsonage Lane, Brighouse or any part thereof.
3. The Management shall include any Officer or employee of the School or any person who has the authority of the School's headteacher and governors, to act in any capacity on behalf of the School.
4. User means any person using the School's facilities, whether as a participant or spectator and whether or not the charge has been paid either for entry to the School or its grounds or for the use thereof.
5. The hirer means persons or organisation hiring any of the School's facilities.
6. Booked period of hire means the period or periods of any day reserved for the hirer.
7. Club includes any group or organisation approved by the Management for booking the School's facilities.

ALTERATIONS TO RULES AND CONDITIONS

The School reserves the power without prior notice at any time to alter or amend the whole or any part of these conditions.