



BIRKENHEAD SCHOOL

HIRE OF FACILITIES – CONDITIONS OF USE

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CONDITIONS OF HIRE for the ASTRO PITCH

- The total charge specified for the booking must be paid at least 7 days prior to the hire date provided that the Bursar of the School (“the Bursar”) may at his absolute discretion specify alternative conditions of payment.
- Footwear to be appropriate for the surface; no spikes or blades to be worn under any circumstances. No additional equipment to be brought on to the surface without prior express written permission of the Estates Team
- A Hirer who gives less than 7 days’ notice of cancellation of hire will be charged 50% of the full hire charge and the full hire charge shall be payable by the Hirer if cancellation is on less than 24 hours’ notice.

- The hirer has responsibility to pay invoices promptly as defined by the special payment terms. Should the hirer fail to pay invoices according to these terms their letting will be cancelled and time slot offered to another hirer.
- The Hirer will ensure that all persons using The Astro Pitch under the hire are informed of these conditions prior to the hire.
- The School reserves the right to refuse, cancel or terminate any hire booking and to withdraw the use of The Astro Pitch at any time if, in its opinion it is unfit for use. Charges already paid by the Hirer (or a proportion of the same) will be refunded in this event but no further liability will result.
- The School shall not be liable for any disturbance to or termination of the event due to any unforeseen circumstances.
- The only permitted use is the purpose for which the venue has been hired.
- The purpose is to be conducted at all times in a decent and orderly fashion.
- The School will process the personal details of the Hirer in line with the School's Privacy Notice, as outlined by General Data Protection Regulations. Personal details will only be used for the purpose of entering in to a contract with the Hirer. The School will only share personal details if required to by a governing body such as the Health and Safety Executive.
- The Hirer is responsible for checking that the premises hired (and any equipment used) are suitable for the purposes to which they are to be put, including consideration of the health, safety and welfare of the people anticipated to attend and, in actual fact, attending.
- A right of entry to The Astro Pitch is reserved to the School and its authorised representative at all times.
- No large item of machinery or apparatus may be brought on to the Premises and/or into The Astro Pitch without the permission of the Bursar, and in the event that such permission is given, the Hirer will pay on demand the costs of repairing all damage occasioned to the Premises and/or The Astro Pitch. No electrical items requiring more than 12V or gas containers / appliances should be brought onto the property without prior permission.
- The Hirer shall be entitled to the use of the entrance to The Astro Pitch and the associated facilities including the toilet facilities being Ladies', Gentlemens' and disabled toilets and changing rooms and showers.
- Access is not permitted to any other part of the Premises without the prior consent of the Bursar.
- The Hirer agrees to keep all gangways, passages and entrances to The Astro Pitch, fire exits and staircases entirely free from any temporary or permanent obstruction of any nature and to observe the No Smoking regulations at all times.
- The booking times agreed cover all "setting up" and "clearing" times. Extended opening and setting up times may be possible by prior arrangement with the Bursar.
- The Hirer agrees to leave The Astro Pitch and Premises in a clean and tidy state at the end of each hire period or each day of the hire period (if applicable) and the Hirer agrees to reimburse the School for any expense for additional cleaning or for repairs as a result of the use or misuse of The Astro Pitch or the Premises by the Hirer if this condition is not complied with.

- The Hirer agrees
 - to take out and maintain such policies of insurance as are necessary in respect of any machinery, apparatus, properties and effects brought into The Astro Pitch or hired from the School and for liability arising out of any defects or accident caused whether directly or indirectly by such machinery, apparatus, properties and effects;
 - to insure against its potential liability under statute and common law all persons employed by it in The Astro Pitch or acting under its instructions or on its behalf and against risks of liability to third parties arising out of any action or default of the Hirer its servants' agents or others acting under its orders or under its control;
 - to produce on demand for inspection by the School all policies of insurance and the receipts for the last premium due;

- The Hirer agrees that, save in the case of the negligence of the School, no liability will attach to the School in respect of the death or personal injury of any person.
- The Hirer agrees that no liability will attach to the School in respect of accident, loss, theft or damage for anything brought on to the Premises by the Hirer or persons coming on to the Premises at the request of the Hirer or in relation to the hire .
- The Hirer will be responsible for all loss or damage to property at the Premises or brought on to the Premises and for any injury to persons, animals and property caused by or in consequence of any act or omission on the part of the Hirer, its agents or servants and will indemnify and keep the school indemnified in respect of any such loss, damage, or injury.
- The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of the Children Act 1989 and that only fit and proper persons have access to such children.
- The Hirer shall not cut or allow any cutting or alteration of appliances, machinery, apparatus, gas, electric and water fittings, fire appliances, lighting, heating and air conditioning equipment, fixtures and fittings, decorations, furniture and furnishings in or about The Astro Pitch or the Premises.
- If any damage is done to The Astro Pitch and/or the Premises and/or their fittings and affects the expenses of making good the same is to be paid forthwith by the Hirer.
- If the School finds that the hiring is or is likely to be of an objectionable or undesirable nature or not in accordance with the purpose or that the Hirer is otherwise in breach of any conditions of this agreement, this agreement may be cancelled immediately by the School without payment of compensation to the Hirer and the Hirer shall forthwith vacate The Astro Pitch in accordance with the terms of this agreement without prejudice to the School's rights for any breach of this agreement.
- The School's authorised representatives are solely in charge of the Premises and The Astro Pitch during the period of hiring. Any queries must be directed to them and their decision is final.
- It is the Hirer's responsibility to obtain any licences and permission of whatever nature which may be necessary (whether by statute or otherwise) for the purpose or any part thereof.

- In light of KCSIE: A requirement for schools to consider the adequacy of safeguarding arrangements where their premises are used by others, the School has the right to terminate the arrangement in the event of safeguarding concerns.

CONDITIONS OF HIRE for a CLASSROOM

- The total charge specified for the booking must be paid at least 7 days prior to the hire date provided that the Bursar of the School (“the Bursar”) may at his absolute discretion specify alternative conditions of payment, which shall be highlighted on the attached form.
- A Hirer who gives less than 7 days’ notice of cancellation of hire will be charged 50% of the full hire charge for the date and the full hire charge shall be payable by the Hirer if cancellation is on less than 24 hours’ notice.
- The hirer has responsibility to pay invoices promptly as defined by the special payment terms. Should the hirer fail to pay invoices according to these terms their letting will be cancelled and time slot offered to another hirer.
- The Hirer will ensure that all persons using the Classroom under the hire are informed of these conditions prior to the hire.
- The School reserves the right to refuse, cancel or terminate any hire booking and to withdraw the use of the Classroom at any time if, in its opinion it is unfit for use. Charges already paid by the Hirer (or a proportion of the same) will be refunded in this event but no further liability will result.
- The School shall not be liable for any disturbance to or termination of the event due to any unforeseen circumstances.
- The only permitted use is the purpose for which the venue has been hired.
- The purpose is to be conducted at all times in a decent and orderly fashion.
- Any change to, or reorganisation of, the layout of the room or the furniture contained within it, must be rectified before the end of the booking.
- The School will process the personal details of the Hirer in line with the School’s Privacy Notice, as outlined by General Data Protection Regulations. Personal details will only be used for the purpose of entering in to a contract with the Hirer. The School will only share personal details if required to by a governing body such as the Health and Safety Executive.
- The Hirer is responsible for checking that the premises hired (and any equipment used) are suitable for the purposes to which they are to be put, including consideration of the health, safety and welfare of the people anticipated to attend and, in actual fact, attending.
- A right of entry to the Classroom is reserved to the School and its authorised representative at all times.
- No large item of machinery or apparatus may be brought on to the Premises and/or into the Classroom without the permission of the Bursar, and in the event that such permission is given, the Hirer will pay on demand the costs of repairing all damage occasioned to the Premises and/or

the Classroom. No electrical items requiring more than 12V or gas containers / appliances should be brought onto the property without prior permission.

- The Hirer shall be entitled to the use of the entrance to the Classroom and the associated facilities including the toilet facilities being Ladies', Gentlemens' and disabled toilets and changing rooms and showers, where applicable.
- Access is not permitted to any other part of the Premises without the prior consent of the Bursar.
- The Hirer agrees to keep all gangways, passages and entrances to the Classroom, fire exits and staircases entirely free from any temporary or permanent obstruction of any nature and to observe the No Smoking regulations at all times.
- The booking times agreed cover all "setting up" and "clearing" times. Extended opening and setting up times may be possible by prior arrangement with the Bursar.
- The Hirer agrees to leave the Classroom and Premises in a clean and tidy state at the end of each hire period or each day of the hire period (if applicable) and the Hirer agrees to reimburse the School for any expense for additional cleaning or for repairs as a result of the use or misuse of the Classroom or the Premises by the Hirer if this condition is not complied with.

- The Hirer agrees
 - to take out and maintain such policies of insurance as are necessary in respect of any machinery, apparatus, properties and effects brought into the Classroom or hired from the School and for liability arising out of any defects or accident caused whether directly or indirectly by such machinery, apparatus, properties and effects;
 - to insure against its potential liability under statute and common law all persons employed by it in the Classroom or acting under its instructions or on its behalf and against risks of liability to third parties arising out of any action or default of the Hirer its servants' agents or others acting under its orders or under its control;
 - to produce on demand for inspection by the School all policies of insurance and the receipts for the last premium due;

- The Hirer agrees that, save in the case of the negligence of the School, no liability will attach to the School in respect of the death or personal injury of any person.
- The Hirer agrees that no liability will attach to the School in respect of accident, loss, theft or damage for anything brought on to the Premises by the Hirer or persons coming on to the Premises at the request of the Hirer or in relation to the hire.
- The Hirer will be responsible for all loss or damage to property at the Premises or brought on to the Premises and for any injury to persons, animals and property caused by or in consequence of any act or omission on the part of the Hirer, its agents or servants and will indemnify and keep the school indemnified in respect of any such loss, damage, or injury.
- The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of the Children Act 1989 and that only fit and proper persons have access to such children.

- The Hirer shall not cut or allow any cutting or alteration of appliances, machinery, apparatus, gas, electric and water fittings, fire appliances, lighting, heating and air conditioning equipment, fixtures and fittings, decorations, furniture and furnishings in or about the Classroom or the Premises.
- If any damage is done to the Classroom and/or the Premises and/or their fittings and effects the expenses of making good the same is to be paid forthwith by the Hirer.
- If the School finds that the hiring is or is likely to be of an objectionable or undesirable nature or not in accordance with the purpose or that the Hirer is otherwise in breach of any conditions of this agreement, this agreement may be cancelled immediately by the School without payment of compensation to the Hirer and the Hirer shall forthwith vacate the Classroom in accordance with the terms of this agreement without prejudice to the School's rights for any breach of this agreement.
- The School's authorised representatives are solely in charge of the Premises and the Classroom during the period of hiring. Any queries must be directed to them and their decision is final.
- It is the Hirer's responsibility to obtain any licences and permission of whatever nature which may be necessary (whether by statute or otherwise) for the purpose or any part thereof.
- In light of KCSIE: A requirement for schools to consider the adequacy of safeguarding arrangements where their premises are used by others, the School has the right to terminate the arrangement in the event of safeguarding concerns.

CONDITIONS OF HIRE of the MUSIC PRACTICE ROOMS

- The total charge specified for the booking must be paid at least 7 days prior to the hire date provided that the Bursar of the School ("the Bursar") may at his absolute discretion specify alternative conditions of payment, which shall be highlighted on the attached form.
- A Hirer who gives less than 7 days' notice of cancellation of hire will be charged the 50% of the full hire charge and the full hire charge shall be payable by the Hirer if cancellation is on less than 24 hours' notice.
- The hirer has responsibility to pay invoices promptly as defined by the special payment terms. Should the hirer fail to pay invoices according to these terms their letting will be cancelled and time slot offered to another hirer.
- The Hirer will ensure that all persons using the Music Room under the hire are informed of these conditions prior to the hire.
- The School reserves the right to refuse, cancel or terminate any hire booking and to withdraw the use of the Music Room at any time if, in its opinion it is unfit for use. Charges already paid by the Hirer (or a proportion of the same) will be refunded in this event but no further liability will result.
- The School shall not be liable for any disturbance to or termination of the event due to any unforeseen circumstances.
- The only permitted use is the purpose for which the venue has been hired.
- The purpose is to be conducted at all times in a decent and orderly fashion.

- Any change to, or reorganisation of, the layout of the room or the furniture contained within it, must be rectified before the end of the booking.
- The School will process the personal details of the Hirer in line with the School's Privacy Notice, as outlined by General Data Protection Regulations. Personal details will only be used for the purpose of entering in to a contract with the Hirer. The School will only share personal details if required to by a governing body such as the Health and Safety Executive.
- The Hirer will ensure that all persons entering the Music Room during the hire period for the purpose will at all times wear flat-soled and non-marking sports footwear only. The Hirer is responsible for checking that the premises hired (and any equipment used) are suitable for the purposes to which they are to be put, including consideration of the health, safety and welfare of the people anticipated to attend and, in actual fact, attending.
- A right of entry to the Music Room is reserved to the School and its authorised representative at all times.
- No large item of machinery or apparatus may be brought on to the Premises and/or into the Music Room without the permission of the Bursar, and in the event that such permission is given, the Hirer will pay on demand the costs of repairing all damage occasioned to the Premises and/or the Music Room. No electrical items requiring more than 12V or gas containers / appliances should be brought onto the property without prior permission.
- The Hirer shall be entitled to the use of the entrance to the Music Room and the associated facilities including the toilet facilities being Ladies', Gentlemen's and disabled toilets and changing rooms and showers.
- Access is not permitted to any other part of the Premises without the prior consent of the Bursar.
- The Hirer agrees to keep all gangways, passages and entrances to the Music Room, fire exits and staircases entirely free from any temporary or permanent obstruction of any nature and to observe the No Smoking regulations at all times.
- The booking times agreed cover all "setting up" and "clearing" times. Extended opening and setting up times may be possible by prior arrangement with the Bursar.
- The Hirer agrees to leave the Music Room and Premises in a clean and tidy state at the end of each hire period or each day of the hire period (if applicable) and the Hirer agrees to reimburse the School for any expense for additional cleaning or for repairs as a result of the use or misuse of the Music Room or the Premises by the Hirer if this condition is not complied with.
- The Hirer agrees
 - to take out and maintain such policies of insurance as are necessary in respect of any machinery, apparatus, properties and effects brought into the Music Room or hired from the School and for liability arising out of any defects or accident caused whether directly or indirectly by such machinery, apparatus, properties and effects;
 - to insure against its potential liability under statute and common law all persons employed by it in the Music Room or acting under its instructions or on its behalf and against risks of liability to third parties arising out of any action or default of the Hirer its servants' agents or others acting under its orders or under its control;

- to produce on demand for inspection by the School all policies of insurance and the receipts for the last premium due;
- The Hirer agrees that, save in the case of the negligence of the School, no liability will attach to the School in respect of the death or personal injury of any person.
- The Hirer agrees that no liability will attach to the School in respect of accident, loss, theft or damage for anything brought on to the Premises by the Hirer or persons coming on to the Premises at the request of the Hirer or in relation to the hire .
- The Hirer will be responsible for all loss or damage to property at the Premises or brought on to the Premises and for any injury to persons, animals and property caused by or in consequence of any act or omission on the part of the Hirer, its agents or servants and will indemnify and keep the school indemnified in respect of any such loss, damage, or injury.
- The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of the Children Act 1989 and that only fit and proper persons have access to such children.
- The Hirer shall not cut or allow any cutting or alteration of appliances, machinery, apparatus, gas, electric and water fittings, fire appliances, lighting, heating and air conditioning equipment, fixtures and fittings, decorations, furniture and furnishings in or about the Music Room or the Premises.
- If any damage is done to the Music Room and/or the Premises and/or their fittings and effects the expenses of making good the same is to be paid forthwith by the Hirer.
- If the School finds that the hiring is or is likely to be of an objectionable or undesirable nature or not in accordance with the purpose or that the Hirer is otherwise in breach of any conditions of this agreement, this agreement may be cancelled immediately by the School without payment of compensation to the Hirer and the Hirer shall forthwith vacate the Music Room in accordance with the terms of this agreement without prejudice to the School's rights for any breach of this agreement.
- The School's authorised representatives are solely in charge of the Premises and the Music Room during the period of hiring. Any queries must be directed to them and their decision is final.
- It is the Hirer's responsibility to obtain any licences and permission of whatever nature which may be necessary (whether by statute or otherwise) for the purpose or any part thereof.
- In light of KCSIE: A requirement for schools to consider the adequacy of safeguarding arrangements where their premises are used by others, the School has the right to terminate the arrangement in the event of safeguarding concerns.

CONDITIONS OF HIRE for the NETBALL COURTS

- The total charge specified for the booking must be paid at least 7 days prior to the hire date provided that the Bursar of the School (“the Bursar”) may at his absolute discretion specify alternative conditions of payment, which shall be highlighted on the attached form.
- A Hirer who gives less than 7 days’ notice of cancellation of hire will be charged 50% of the full hire charge and the full hire charge shall be payable by the Hirer if cancellation is on less than 24 hours’ notice.
- The hirer has responsibility to pay invoices promptly as defined by the special payment terms. Should the hirer fail to pay invoices according to these terms their letting will be cancelled and time slot offered to another hirer.
- The Hirer will ensure that all persons using the Netball Courts under the hire are informed of these conditions prior to the hire.
- The School reserves the right to refuse, cancel or terminate any hire booking and to withdraw the use of the Netball Courts at any time if, in its opinion it is unfit for use. Charges already paid by the Hirer (or a proportion of the same) will be refunded in this event but no further liability will result.
- The School shall not be liable for any disturbance to or termination of the event due to any unforeseen circumstances.
- The only permitted use is the purpose for which the venue has been hired.
- The purpose is to be conducted at all times in a decent and orderly fashion.
- The School will process the personal details of the Hirer in line with the School’s Privacy Notice, as outlined by General Data Protection Regulations. Personal details will only be used for the purpose of entering in to a contract with the Hirer. The School will only share personal details if required to by a governing body such as the Health and Safety Executive.
- The Hirer will ensure that all persons entering the Netball Courts during the hire period for the purpose will at all times wear flat-soled and non-marking sports footwear only. The Hirer is responsible for checking that the premises hired (and any equipment used) are suitable for the purposes to which they are to be put, including consideration of the health, safety and welfare of the people anticipated to attend and, in actual fact, attending.
- A right of entry to the Netball Courts is reserved to the School and its authorised representative at all times.
- No large item of machinery or apparatus may be brought on to the Premises and/or into the Netball Courts without the permission of the Bursar, and in the event that such permission is given, the Hirer will pay on demand the costs of repairing all damage occasioned to the Premises and/or the Netball Courts. No electrical items requiring more than 12V or gas containers / appliances should be brought onto the property without prior permission.
- The Hirer shall be entitled to the use of the entrance to the Netball Courts and the associated facilities including the toilet facilities being Ladies’, Gentlemens’ and disabled toilets and changing rooms and showers.
- Access is not permitted to any other part of the Premises without the prior consent of the Bursar.

- The Hirer agrees to keep all gangways, passages and entrances to the Netball Courts, fire exits and staircases entirely free from any temporary or permanent obstruction of any nature and to observe the No Smoking regulations at all times.
- The booking times agreed cover all “setting up” and “clearing” times. Extended opening and setting up times may be possible by prior arrangement with the Bursar.
- The Hirer agrees to leave the Netball Courts and Premises in a clean and tidy state at the end of each hire period or each day of the hire period (if applicable) and the Hirer agrees to reimburse the School for any expense for additional cleaning or for repairs as a result of the use or misuse of the Netball Courts or the Premises by the Hirer if this condition is not complied with.
- The Hirer agrees
 - to take out and maintain such policies of insurance as are necessary in respect of any machinery, apparatus, properties and effects brought into the Netball Courts or hired from the School and for liability arising out of any defects or accident caused whether directly or indirectly by such machinery, apparatus, properties and effects;
 - to insure against its potential liability under statute and common law all persons employed by it in the Netball Courts or acting under its instructions or on its behalf and against risks of liability to third parties arising out of any action or default of the Hirer its servants’ agents or others acting under its orders or under its control;
 - to produce on demand for inspection by the School all policies of insurance and the receipts for the last premium due;
- The Hirer agrees that, save in the case of the negligence of the School, no liability will attach to the School in respect of the death or personal injury of any person.
- The Hirer agrees that no liability will attach to the School in respect of accident, loss, theft or damage for anything brought on to the Premises by the Hirer or persons coming on to the Premises at the request of the Hirer or in relation to the hire.
- The Hirer will be responsible for all loss or damage to property at the Premises or brought on to the Premises and for any injury to persons, animals and property caused by or in consequence of any act or omission on the part of the Hirer, its agents or servants and will indemnify and keep the school indemnified in respect of any such loss, damage, or injury.
- The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of the Children Act 1989 and that only fit and proper persons have access to such children.
- The Hirer shall not cut or allow any cutting or alteration of appliances, machinery, apparatus, gas, electric and water fittings, fire appliances, lighting, heating and air conditioning equipment, fixtures and fittings, decorations, furniture and furnishings in or about the Netball Courts or the Premises.
- If any damage is done to the Netball Courts and/or the Premises and/or their fittings and effects the expenses of making good the same is to be paid forthwith by the Hirer.
- If the School finds that the hiring is or is likely to be of an objectionable or undesirable nature or not in accordance with the purpose or that the Hirer is otherwise in breach of any conditions of

this agreement, this agreement may be cancelled immediately by the School without payment of compensation to the Hirer and the Hirer shall forthwith vacate the Netball Courts in accordance with the terms of this agreement without prejudice to the School's rights for any breach of this agreement.

- The School's authorised representatives are solely in charge of the Premises and the Netball Courts during the period of hiring. Any queries must be directed to them and their decision is final.
- It is the Hirer's responsibility to obtain any licences and permission of whatever nature which may be necessary (whether by statute or otherwise) for the purpose or any part thereof.
- In light of KCSIE: A requirement for schools to consider the adequacy of safeguarding arrangements where their premises are used by others, the School has the right to terminate the arrangement in the event of safeguarding concerns.

CONDITIONS OF HIRE for the SPORTS HALL

- The total charge specified for the booking must be paid at least 7 days prior to the hire date provided that the Bursar of the School ("the Bursar") may at his absolute discretion specify alternative conditions of payment, which shall be highlighted on the attached form.
- A Hirer who gives less than 7 days' notice of cancellation of hire will be charged 50% of the full hire charge and the full hire charge shall be payable by the Hirer if cancellation is on less than 24 hours' notice.
- The hirer has responsibility to pay invoices promptly as defined by the special payment terms. Should the hirer fail to pay invoices according to these terms their letting will be cancelled and time slot offered to another hirer.
- The Hirer will ensure that all persons using the Sports Hall under the hire are informed of these conditions prior to the hire.
- The School reserves the right to refuse, cancel or terminate any hire booking and to withdraw the use of the Sports Hall at any time if, in its opinion it is unfit for use. Charges already paid by the Hirer (or a proportion of the same) will be refunded in this event but no further liability will result.
- The School shall not be liable for any disturbance to or termination of the event due to any unforeseen circumstances.
- The only permitted use is the purpose for which the venue has been hired.
- The purpose is to be conducted at all times in a decent and orderly fashion.
- No food and drink to be brought into the Sports Hall for any reason.
- The School will process the personal details of the Hirer in line with the School's Privacy Notice, as outlined by General Data Protection Regulations. Personal details will only be used for the purpose of entering in to a contract with the Hirer. The School will only share personal details if required to by a governing body such as the Health and Safety Executive.
- The Hirer will ensure that all persons entering the Sports Hall during the hire period for the purpose will at all times wear flat-soled and non-marking sports footwear only. The Hirer is

responsible for checking that the premises hired (and any equipment used) are suitable for the purposes to which they are to be put, including consideration of the health, safety and welfare of the people anticipated to attend and, in actual fact, attending.

- A right of entry to the Sports Hall is reserved to the School and its authorised representative at all times.
- No large item of machinery or apparatus may be brought on to the Premises and/or into the Sports Hall without the permission of the Bursar, and in the event that such permission is given, the Hirer will pay on demand the costs of repairing all damage occasioned to the Premises and/or the Sports Hall. No electrical items requiring more than 12V or gas containers / appliances should be brought onto the property without prior permission.
- The Hirer shall be entitled to the use of the entrance to the Sports Hall and the associated facilities including the toilet facilities being Ladies', Gentlemen's and disabled toilets and changing rooms and showers.
- Access is not permitted to any other part of the Premises without the prior consent of the Bursar.
- The Hirer agrees to keep all gangways, passages and entrances to the Sports Hall, fire exits and staircases entirely free from any temporary or permanent obstruction of any nature and to observe the No Smoking regulations at all times.
- The booking times agreed cover all "setting up" and "clearing" times. Extended opening and setting up times may be possible by prior arrangement with the Bursar.
- The Hirer agrees to leave the Sports Hall and Premises in a clean and tidy state at the end of each hire period or each day of the hire period (if applicable) and the Hirer agrees to reimburse the School for any expense for additional cleaning or for repairs as a result of the use or misuse of the Sports Hall or the Premises by the Hirer if this condition is not complied with.
- The Hirer agrees
 - to take out and maintain such policies of insurance as are necessary in respect of any machinery, apparatus, properties and effects brought into the Sports Hall or hired from the School and for liability arising out of any defects or accident caused whether directly or indirectly by such machinery, apparatus, properties and effects;
 - to insure against its potential liability under statute and common law all persons employed by it in the Sports Hall or acting under its instructions or on its behalf and against risks of liability to third parties arising out of any action or default of the Hirer its servants' agents or others acting under its orders or under its control;
 - to produce on demand for inspection by the School all policies of insurance and the receipts for the last premium due;
- The Hirer agrees that, save in the case of the negligence of the School, no liability will attach to the School in respect of the death or personal injury of any person.
- The Hirer agrees that no liability will attach to the School in respect of accident, loss, theft or damage for anything brought on to the Premises by the Hirer or persons coming on to the Premises at the request of the Hirer or in relation to the hire .

- The Hirer will be responsible for all loss or damage to property at the Premises or brought on to the Premises and for any injury to persons, animals and property caused by or in consequence of any act or omission on the part of the Hirer, its agents or servants and will indemnify and keep the school indemnified in respect of any such loss, damage, or injury.
- The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of the Children Act 1989 and that only fit and proper persons have access to such children.
- The Hirer shall not cut or allow any cutting or alteration of appliances, machinery, apparatus, gas, electric and water fittings, fire appliances, lighting, heating and air conditioning equipment, fixtures and fittings, decorations, furniture and furnishings in or about the Sports Hall or the Premises.
- If any damage is done to the Sports Hall and/or the Premises and/or their fittings and effects the expenses of making good the same is to be paid forthwith by the Hirer.
- If the School finds that the hiring is or is likely to be of an objectionable or undesirable nature or not in accordance with the purpose or that the Hirer is otherwise in breach of any conditions of this agreement, this agreement may be cancelled immediately by the School without payment of compensation to the Hirer and the Hirer shall forthwith vacate the Sports Hall in accordance with the terms of this agreement without prejudice to the School's rights for any breach of this agreement.
- The School's authorised representatives are solely in charge of the Premises and the Sports Hall during the period of hiring. Any queries must be directed to them and their decision is final.
- It is the Hirer's responsibility to obtain any licences and permission of whatever nature which may be necessary (whether by statute or otherwise) for the purpose or any part thereof.
- In light of KCSIE: A requirement for schools to consider the adequacy of safeguarding arrangements where their premises are used by others, the School has the right to terminate the arrangement in the event of safeguarding concerns.