



THE APPLETON SCHOOL

TERMS AND CONDITIONS FOR THE HIRE OF PREMISES AND FACILITIES

2016/2017

CONTENTS

Methods of Contact.....	3
Directions to School.....	4
Out of Hours Fire Evacuation.....	5
Map of the School.....	6
Interpretation and Responsibility.....	7
Charges.....	7
Deposits.....	8
Cancellation by School.....	8
Cancellation by Hirer.....	9
Application.....	10
Liquor.....	10
Entertainment.....	10
Limitation of Liability.....	10
Good Order.....	11
Damage.....	11
Copyright.....	12
Insurance.....	12
Care.....	12
Vacating Property.....	13
Compliance and Removal.....	13
Seating.....	13
Right to Enter.....	14
Use of Kitchens.....	14
Mains Systems.....	14
Equipment and Lighting.....	14
Sports.....	14
Hazardous Activities.....	15
Health and Safety.....	16
Hypnotism.....	16
Licences.....	16
Equal Opportunities.....	17
Compliance with Law.....	17
Children’s Act 2004.....	17
Performing Rights Society.....	18
Interest.....	18
Statutes.....	18
No Assignment/Sub-Contracting.....	18
Car Parking.....	18
Smoking.....	18
Headings.....	18

Method of Contact

Mrs Kerry Martin
Lettings Co-ordinator
The Appleton School
Croft Road
Benfleet
Essex, SS7 5RN
Tel: 01268 794215

kmartin@theappletonschool.org
www.theappletonschool.org

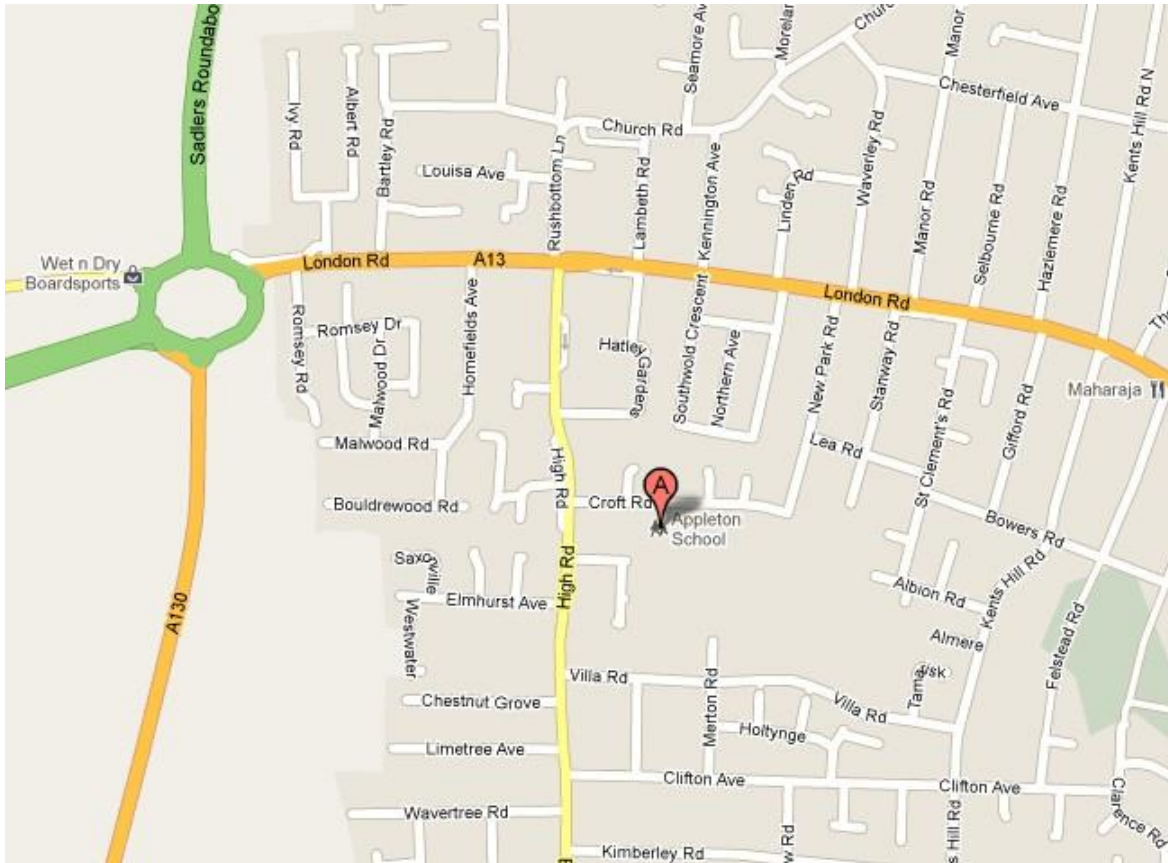
Contact with regards to bookings, cancellations and finance.

Duty Caretaker

Mobile No: 07983714951

Contact for queries relating to the booking on the night / day

Directions to the school



Directions by Train

From Fenchurch Street Station (London) to Benfleet Station. Trains approximately every half hour and the journey takes roughly 35 minutes. The School is about two miles from the station, buses from the High Road going towards Tarpots - Taxis are available from outside the station.

Directions by Road

A13 (London to Southend direction). On reaching Sadlers Farm roundabout, take the Benfleet exit and continue down to the next mini roundabout turning right into High Road (Great Tarpots public house). Croft Road is second turning on the left. Appleton School is on the right a little way into Croft Road.

Out of Hours Fire Evacuation

The Fire Alarm consists of a continuous Sounder. If a fire is discovered sound the alarm immediately - do not attempt to fight the fire.

When the alarm sounds:

Close all windows.

Lead the class/party out, instructing the last student/guest to shut the door. (If you are leaving a room where there is a fire, you must not leave until all students/guests are out). Proceed in a quiet and orderly manner to the playground assembly area in accordance with the exit directions.

Hirers are advised to familiarize themselves with the fire drill and the exit instructions for the area(s).

The fire alarm is on independent circuits in five areas of the school:

Main block – North, South, Halls, Resource Centre, CDT, Admin,
Towers
IS English & Music Block
Sports Hall
Swimming Pool
Demountables

Duty caretaker should call the fire brigade - if in doubt call 999.

Map of Facilities



The Appleton School Fire Drill

CONDITIONS OF HIRE OF PREMISES AND FACILITIES

1. Interpretation and Responsibility

- 1.1 In these conditions of hire the following expressions have the meanings hereby respectively assigned to them:-
“School” means The Appleton School and its Governing Body.
“Accommodation” means the hall or rooms and facilities hired by the hirer from the School.
“Function” means the purpose for which the accommodation is hired
“The Hirer” means the person by whom the application form for the hiring of the accommodation is signed.
“Caretaker” means the Person on duty during the function.
“Condition of Hire” is reference to the Conditions of Hire of Premises and Facilities.
- 1.2 These Conditions of Hire form the basis of the Hirer's contract with the School in respect of any hiring and shall apply and prevail to the exclusion of all other terms and conditions.
- 1.3 It is the responsibility of the Hirer to read and understand these conditions of hire and where the Hirer does not fully understand any of the conditions then the Hirer shall seek clarification from the School prior to the hiring taking place. The Hirer shall ensure that all persons who attend these premises are made aware of such conditions that apply to their hire.
- 1.4 A provisional booking shall be made by the School but the contract will be deemed to have been made when the School notifies the Hirer in writing that the application has been accepted.
- 1.5 The Hirer shall be personally liable 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 contained in these Conditions of Hire to be observed and performed on the part of the Hirer.

2. Charges

- 2.1 All sums payable by the Hirer in respect of the hiring will be paid to the School against an invoice issued by the School to the Hirer, and such sums shall be paid in full (and shall become due and payable) no later than twenty eight days after the date of the invoice. All monies due shall be paid in full prior to the hiring taking place unless specific agreement has been reached with the school to do otherwise.
- 2.2 The amount of charges in respect of the hiring will be those scale charges applicable at the actual date of hire of the premises/facilities together with any other sum payable by the Hirer in accordance with these Conditions of Hire. Details of the prevailing scale charges are available on request from the School.
- 2.3 The School reserves the right to refuse to accept payment of any sums due to it by cheque.

3. Deposits

- 3.1 A deposit of 25% of the total charge shall be paid WITH THE FORM OF APPLICATION, except where the date is within 28 days from the date of the function in which case the whole charge shall be paid. Where the hire charge is less than £25 then the hire charge shall be paid in full. The accommodation will not be reserved until this condition has been complied with.
- 3.2 Where a deposit has been paid such deposit may be returnable to the Hirer in accordance with the provisions of Conditions of Hire 4 and 5.
- 3.3 At the request of the School the Hirer shall pay to the School with, and in addition to, all other charges appropriate to the hiring, such amount by way of damage deposit as may be determined by the School. In the event of damages or losses occurring during the hiring or some other expenses being incurred by the School in accordance with these Conditions of Hire, this damage deposit, or the requisite part of the damage deposit, will be applied on account or in satisfaction (as the case may be) of any sums due from the Hirer in respect of the cost of making good any damages or losses which occur during the hiring or in respect of any other expenses incurred by the School in accordance with these Conditions of Hire. Any balance not so applied will be returned to the Hirer.
- 3.4 Without prejudice to any of its other rights, the School reserves the right to refuse access to and use of the premises and facilities hired if the whole of the charges payable in respect of the hiring, or any deposit required, have not been paid or if these Conditions of Hire have not been complied with in any manner.

4. Cancellation by School

- 4.1 The right is reserved to the School to cancel any hiring, without notice, where the School considers it necessary to do so: -
- 4.1.1 In consequence of any outbreak or prevalence of infectious disease;
- 4.1.2 for any other cause outside its control (which for the avoidance of doubt and without prejudice to the generality of the foregoing shall include governmental actions, war, riots, civil commotion, fire, flood, epidemic, strikes or labour disputes (including those involving the staff of the School or any part of the staff), inability or delay in obtaining supplies required by the School, currency restrictions and Act of God);
- 4.1.3 In consequence of the School's property being required by the School for such other purposes as the School may, at its sole discretion, determine.

Subject always to Conditions of Hire 13 and 4.2, in the event of a hiring being so cancelled in accordance with this Condition of Hire 4.1, any sum paid to the School by the Hirer will be refunded (after deduction of any irrecoverable sum already paid by the School to a third party in accordance with these Conditions of Hire, in respect of the hiring).

- 4.2 The School shall be entitled to immediately cancel the hiring without notice, if any of the following shall occur: -

- 4.2.1 The Hirer is, or in the reasonable opinion of the School is likely to be, in breach of any of the these Conditions of Hire;
- 4.2.2 The Hirer is, or in the reasonable opinion of the School is likely to be unable to pay its debts as and when they fall due;
- 4.2.3 The Hirer is, or in the reasonable opinion of the School is likely to be, in breach of any licence required in respect of the hiring;
- 4.2.4 The Hirer is, or in the reasonable opinion of the School is likely to be, in breach of any law, statute or regulation in the course of, or in consequence (whether or not direct) of, the hiring;
- 4.2.5 The School is, or in the reasonable opinion of the School is likely to be, placed in breach of any law, statute or regulation in the course of, or in consequence (whether or not direct) of the hiring by the Hirer;
- 4.2.6 The performance of the obligations of the School under any law, statute or regulation are, or in the reasonable opinion of the School are likely to be, prejudiced in consequence (whether or not direct) of the hiring by the Hirer.

In the event of the School cancelling any hiring in accordance with the above provisions of this, Condition of Hire 4.2, the School shall be entitled (without prejudice to any other rights it may have) to retain any sums already paid by the Hirer in respect of the hiring (except any damage deposit paid under the provisions of Condition of Hire 3.2 which shall be applied as provided by that Condition), and to recover any other sum in respect of any cost, expense or liability incurred or suffered by the School which it would otherwise be entitled to under the provisions of these Conditions of Hire.

- 4.3 The School shall not be held liable or required to pay compensation or any other sum for any loss or damage. (Including, without limitation, consequential loss or damage of any kind, or for increased costs or expenses, or loss of profits, business, contracts, revenues or savings) sustained as a result of or in any way arising out of the cancellation of the hiring.

5. Cancellation by Hirer

- 5.1 The Hirer will be allowed to cancel or postpone a booking on the following conditions: -
 - 5.1.1 If seven or more days notice is given of cancellation or postponement prior to the date of hire, the deposit, together with any other sums incurred by the School under these Conditions of Hire which are recoverable from the Hirer, will be payable;
 - 5.1.2 If less than seven days notice is given of cancellation or postponement prior to the date of hire, full charges will be payable (together with any other sums incurred by the School under these Conditions of Hire which are recoverable from the Hirer).

Unless, in either case, the premises/facilities are re-booked for the same date(s) on terms which are not less favourable to the School (in which event no scale charges will be payable, but any other sums incurred by the School under these conditions of Hire for which the School cannot claim full reimbursement will remain payable by the Hirer), or it is otherwise decided by the School at its sole discretion.

5.2 Cancellations will only be accepted in writing.

6. Application

6.1 The School reserves the right to decline an application to hirer without giving a reason.

6.2 Applications shall be made in writing on the schools standard application form for hiring of accommodation. Such applications will only be entertained from persons over the age of 18 years of age.

6.3 Without prejudice to the generality of Condition of Hire 6.1, the School will not accept an application to hire made within fourteen days of the date of hire.

7. Liquor

Alcohol shall not be sold, supplied or consumed on the School's premises except by prior written approval of the School and subject always to any necessary licence having been obtained by the Hirer at the expense of the Hirer.

8. Entertainment

8.1 The Hirer shall, if called upon to do so by the School, furnish for prior approval by the School a copy of the programme of any entertainment to be given in the course of the hiring. In such a case no entertainment shall be given except in conformity with the programme, which has been approved by the School.

8.2 If the entertainment programme is not approved by the School, the Hirer will be allowed to cancel the hiring in accordance with, and on payment of the appropriate fees under Condition of Hire 5, unless, at the sole discretion of the School, the School agrees to remit such fees.

8.3 The Hirer shall obtain any licences required, at their own expense, and shall ensure compliance with any conditions imposed by the licence.

8.4 The Hirer shall comply with any conditions attached to the Schools Regulated Entertainment licence issue by the Local Authority.

9. Limitation of Liability

9.1 Except in respect of personal injury or death caused by the School's and its employee's and agents negligence, or damage to or loss of property which arises as a direct consequence of the negligence of the School, its employees or its agents acting within the scope of their authority, the School shall not be liable for any injuries (including, without limitation, injuries resulting in death), liabilities, claims, expenses, costs, damages or losses of whatsoever kind which are

suffered, incurred or sustained by the Hirer, the Hirer's assistants, employees or agents or any others entering on the School's property in the exercise or purported exercise of the hiring whether arising in contract, tort (including negligence or breach of statutory duty), statute or otherwise.

- 9.2 The School shall, notwithstanding any other provision of these Conditions of Hire, under no circumstances be liable in contract, tort (including negligence or breach of statutory duty), statute or otherwise for any indirect or consequential losses or damages of any kind or for increased costs or expenses, or loss of profits, business, contracts, revenues or savings which may be suffered or incurred in consequence of the hiring or the purported hiring by any person.
- 9.3 Except in respect of the matters for which the School is liable as provided under Condition of Hire the Hirer will indemnify and keep indemnified the School and its employees and agents from and against all claims, expenses, costs, losses, demands, actions, proceedings and liabilities of whatsoever kind which may arise in respect of the matters set out in Conditions of Hire 9.1 and 9.2 for which the School has no liability under these Conditions of Hire, and/or which may arise out of or in consequence of the exercise or purported exercise of the hiring.

10. Good Order

- 10.1 The Hirer is responsible and liable for the preservation of good order during the hire of the School's premises and facilities and for any damages or losses that may be done to the School's property in consequence of the hiring or which would not have arisen if the hiring had not taken place.
- 10.2 The Hirer shall immediately make good (at its own cost and expense and to the satisfaction of the School) any such damages or losses to the School's property as referred to in Condition of Hire 10.1.

11. Damage

- 11.1 Notwithstanding Condition of Hire 10.2, in the event of any such damages or losses as referred to in Condition of Hire 10.1, the School may at its sole discretion make it good and the Hirer, by the acceptance of the hiring subject to these Conditions of Hire, will thereby be deemed to have undertaken to pay the cost of such reparation as certified by or on behalf of the School.
- 11.2 In the event of the School making good any damage or loss in accordance with Condition of Hire 11.1, the School shall be entitled to immediately recover in full any sums expended by it in making good that loss or damage from the Hirer. Without prejudice to the generality of the foregoing, the School shall be entitled, without reference to the Hirer, to apply any damage deposit paid by the Hirer in accordance with Condition of Hire 3.2 in satisfaction, or on account, of any such sums due from the Hirer in making good such damage or loss.

12. Copyright

- 12.1 The Hirer shall not infringe any subsisting copyright, performing right or any other intellectual or industrial property rights, and shall comply with the provisions of the Copyright, Designs and Patents Act 1988 and any other law, statute or regulation relating to intellectual or industrial property rights. Without prejudice to Condition of Hire 4.2, if the Hirer shall fail to do so any right of the Hirer to use the School's premises/facilities shall be immediately cancelled and the School shall have the right to recover charges or any other payments referred to in these Conditions of Hire.
- 12.2 The Hirer hereby indemnifies the School from and against all actions, proceedings, costs, claims, damages, losses, liabilities or demands of whatsoever kind arising out of the performance of copyright works on the Schools premises/facilities or by reason of an infringement of copyright, performing right or any other intellectual or industrial property rights occurring during the period of hire.

13. Insurance

- 13.1 The Hirer shall insure against its liability at law for accidents resulting in injury to persons, (including injury resulting in death) or damage to or the loss of property arising from the use of the School's property in the course of the hiring with a reputable firm of insurers approved by the School in advance. The amount of the Insurer's liability must be not less than £5,000,000 in respect of anyone accident or occurrence and evidence of the insurance must be produced to the School (to their satisfaction) at least two weeks before the date of the commencement of the hiring, and at any time thereafter on request.
- 13.2 Notwithstanding any other provision of these Conditions of Hire, if the Hirer does not obtain such insurance referred to in Condition of Hire 13.1, or fails to provide adequate evidence of it to the satisfaction of the School as previously described, the School shall be entitled, without prejudice to any other rights of it, to:
- 13.2.1 Cancel the hiring immediately, without any obligation on it to return any sums already received from the Hirer in respect of the hiring;
- 13.2.2 To arrange insurance, to the School's satisfaction, on behalf of the Hirer and to immediately recover any premiums paid by the School in respect of that insurance (and other costs and expenses incurred by the School in arranging it) from the Hirer.

14. Care

- 14.1 The Hirer shall procure that no nails, tacks, screws or similar items shall be driven into or adhesives fixed to any of the walls, floors, ceilings, furniture or fittings of any premises/facilities hired.
- 14.2 The Hirer shall procure that no footwear is worn during the course of a hiring which might cause damage to the floors of the School's premises.

15. Vacating Property

- 15.1 Subject to the provisions of Condition of Hire 16, the Hirer shall vacate the premises/facilities no later than 10 pm unless prior written approval from the School (showing the time of extension) has been obtained, and shall leave the premises/facilities, fixtures, furniture and any other property of the School used in the course of the hiring in the same order, condition and state of repair as they were at the time of entry at the commencement of the hiring and in as clean a condition as they were at that time.
- 15.2 The Hirer shall not expect that additional time will be given to vacate the premises and to clear up. All time required must be included on the booking form when arranging the hire.

16. Compliance and Removal

- 16.1 The Hirer shall ensure that the Hirer and any caterers, contractors and any other persons supplying or serving refreshments, decorations, equipment or any other items of whatsoever in kind in respect of the hiring:
- 16.1.1 Comply with all current laws, statutes and regulations relating to food, hygiene, health, welfare and safety matters and any other matters which relate to the use, supply or serving (as the case may be) of those items during the course of the hiring.
- 16.1.2 Remove from the School's premises/facilities all their articles, equipment, items and property by no later of the end of hire.
- 16.2 Any articles, equipment, items or property belonging to the Hirer or any caterer, contractor or other person left on the School's premises/facilities after the relevant hour referred to in Condition of Hire 16.1 may be removed and deposited by the School at its sole discretion and the cost of doing so shall be paid by the Hirer to the School on demand.

17. Seating

- 17.1 The seating accommodation provided in respect of the hiring:
- 17.1.1 is limited to the number of chairs that may be at the School's premises/ facilities which are hired on the day of hire.
- 17.1.2 Setting up of seating etc to be arranged within booking times. Caretaking staff will not be available for setting up or clearing away, unless by prior arrangement with the School.
- 17.2 Subject to the prior consent of the School having been obtained (which, for the avoidance of doubt, may be given subject to conditions), the Hirer shall be entitled to make such further provisions in respect of seating accommodation as the Hirer may require at the sole expense of the Hirer.

18. Right to Enter

The School reserves the right for its nominees, agents or servants to enter the premises/facilities hired at all times on producing evidence of their identity. Stewards or ticket takers are to be advised accordingly by the Hirer.

19. Use of Kitchens

19.1 The Hirer shall ensure that any kitchens and practical subject rooms at the School are not used by the Hirer except for the provision of hot water and the service of light refreshments, except where the prior written consent of the School has been obtained. The School shall be entitled to recover from the Hirer any additional cost incurred by the School arising from the need to clean such rooms following their use in the course of the hiring.

19.2 The Hirer shall be permitted to bring only cooked food into the school to avoid any cross contamination in the kitchen or classrooms.

20. Mains Systems

The Hirer will ensure that there is no alteration or addition to the electrical, lighting or heating systems at the School, except with the prior written approval of the School (which for the avoidance of doubt may be given subject to conditions) and, where necessary, the consent of the appropriate mains supply undertakers/providers.

21. Equipment and Lighting

Due to H&S regulations the school will only supply seating and tables within the hire period. Electrical items, staging etc will only be available by prior written permission and the School shall be entitled to make an extra charge for these items. A copy of any written consent must be produced by the hirer on the day of hire if so requested by the duty caretaker.

The hirer will need to supply their own access equipment (stepladders, scaffolding etc) and conform to the work at height regulations 2005-available on the HSE website.

Any electrical appliances used by or on behalf of the hirer must have been checked for electrical safety and appropriate certificates shown to the school on request, to confirm that it complies with Electricity at Work regulations.

22. Sports

Swimming Pool

22.1 Where the Hirer's hire of the School's property includes the use of the School's swimming pools, the following competent persons shall be in attendance throughout the whole of the period during which the Hirer uses a pool: -

22.1.2 Where the maximum depth of water does not exceed 1 metre, at least two adults, one of whom shall be competent in the current principles and practice of resuscitation;

- 22.1.3 Where the depth of water exceeds 1 metre, at least one qualified lifesaver and one other adult who shall also be a swimmer.
- 22.2 Where the Hirer's use of the School's property includes the use of the School's sports facilities, the Hirer shall ensure that an appropriate number of competent persons are in attendance throughout the whole period of the hire, such persons each holding a qualification, position or experience appropriate to such supervision.
- 22.3 At the request of the School, the Hirer shall procure that evidence of relevant qualifications, experience or position held by the persons referred to in Conditions of Hire 22.1 and 22.2 are immediately produced to the School.
- 22.4 The Hirer shall comply with 'Managing health and safety in swimming pools' issued by the Health and Safety Executive and the Schools Swimming Policy.

Sports Hall

Can only be used for the following sports;

Badminton

Handball

Basketball - (Levels 2 & 3 (National and Local)

Volleyball

Table Tennis

Netball

Cricket (Mats must be used)

- 22.5 The hirer shall procure that only indoor trainers and no outdoor footwear or spikes are worn.
- 22.6 If cricket is being played, the hirer must ensure that cricket mats are put down before the Sports Hall is used.
- 22.7 No spectators in outdoor shoes are permitted.
- 22.8 No other equipment, e.g. tables/chairs to be put in the Sports Hall without prior agreement.
- 22.9 The hirer will be responsible and liable as per sections 10 and 11 notwithstanding Conditions of Hire.

23. Hazardous Activities

- 23.1 The following conditions shall also apply when the use of the Schools property is permitted in the course of the hiring for activities which the School, at its sole discretion, determines are of a hazardous nature: -
- 23.1.1 The land (including any buildings or structure on it) is made available in its existing state and condition and the School does not warrant or represent that it is safe and suitable for the holding of the activities or function in question or for the admission of the public. The Hirer shall not publish or do, or omit to do,

anything likely to lead any person to believe otherwise. The Hirer shall have exclusive responsibility for the School's property during the period that it is used for the function.

24. Health and Safety

24.1 The Hirer is responsible

24.1.1 To ensure compliance with any health and safety requirements and ensure that all visitors, staff and helpers comply.

24.1.2 For carrying out the risk assessments that are required and when requested to lodge copies with the school. Where appropriate, Risk assessments will be undertaken to establish that adequate safety precautions are in place. Risk assessments should be undertaken for specific activities and they should also address Fire issues, the safety of equipment brought onto the premises, first aid arrangements and any arrangements for serving food. These Risk assessments will form the basis of a health and safety plan to be agreed in writing with the governing body as a condition of the letting agreement.

24.1.3 To ensure that all passages, exits and stairways are kept clear and are in compliance with the Regulatory Reform (Fire Safety) Order 2005 ('the Order').

24.1.4 To ensure that the number of persons admitted does not exceed the maximum determined by the School to comply with safety standards (details of the numbers permitted will be given by the School at the time of application).

24.1.5 Notify the Caretaker immediately in respect of all accidents, which may arise during the hiring period.

24.1.6 Carry out his/her obligations under the Health & Safety Act 1974.

24.1.7 To ensure that a responsible person is present and aware of the fire drill procedures, instructions are available on the schools website. Registers of persons attending should be kept.

24.2 The Hirer shall not:

24.2.1 Without consent of the Caretaker, introduce equipment for use in the Hired Premises, alter fixed installations, alter or remove fire & safety notices or equipment, or otherwise take any action which may create a hazard;

24.2.1.1 Intentionally or recklessly interfere with or misuse anything provided in the interests of health, safety and welfare.

25. Hypnotism

The Hirer will ensure that 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 course of the hiring of the School's premises.

26. Licences

- 26.1 The Hirer shall ensure that the School's premises/facilities which are 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, or any other, purposes for which a licence for the premises/facilities is required to be granted under any laws, statutes or regulations unless such a licence has been granted in respect of that use in accordance with the relevant laws, statutes or regulations, and complied with in all respects.
- 26.2 The Hirer shall ensure it makes all necessary and appropriate enquiries; and investigations to determine whether any licences under any laws, statutes and regulations are required in respect of the Hirer's intended use of the School's property in the course of the hiring, and shall be obliged to be fully acquainted, and comply, with such laws, regulations and statutes, and the terms of any licences required (including any conditions subject to which any licences are granted).
- 26.3 Where the Hirer requires any additional licences then the Hirer shall apply for such licences at their own costs. Any licence applied for must be in force at the time of the hire.

27. Equal opportunities

The Hirer shall ensure that no act is done on the School's premises, during the Hirer's use of the premises, which contravenes any Equal opportunities legislation or prejudices the intention of the School to secure that its functions are carried out with due regard to the relations between persons of different groups.

28. Compliance with Law

The Hirer shall not use the School's property or undertake any act or activity (or, in either case, permit the same to be done), which contravenes any laws, regulations or statutes. Without prejudice to the generality of the foregoing the Hirer will ensure no gaming or wagering occurs during the course of the hiring other than lawful gaming carried on in accordance with the provisions of any Gaming legislation.

29. Children's Act 2004

- 29.1 The Hirer will ensure that they comply with the provisions of the Children's Act 2004.
- 29.2 Where there is provided in any building all 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, or any other number imposed by the School or licence, 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.

29.3 Where the occupier of the building permits, for hire or reward, the building shall be used for the purpose of an entertainment he shall take all reasonable steps to secure the observance of the provision of this section.

29.4 The Hirer is required to comply with any conditions imposed by any licences covering the premises and shall ensure that any legislation covering the safeguarding of children are complied with.

29.5 A Servant of the School may enter any building in which they have 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 such legislation or any safety regulations are carried into effect, and any person authorised for the purpose by an authority by whom licences are granted under any laws, statutes or regulations above shall have the like power of entering any building so licensed by that authority.

30. Performing Rights Society

The Hirer shall, at hirer's expense, immediately after any performance or function at which music has been performed or songs sung, complete, sign and return to the Performing Right Society, a Performing Right Society Limited form.

30. Interest

In the event of any default by the Hirer in paying any monies due under these Conditions of Hire to the School, the Hirer shall pay interest on these monies at the rate of 3% above the base rate from time to time of Barclays Bank PLC calculated and compounded on a daily basis from the date of default until all such monies have been paid in full and whether before or after judgement.

32. Statutes

References to statutory provisions in these Conditions of Hire shall, where the context so admits or requires, be construed as including references to the corresponding provisions of any earlier statute (whether repealed or not) directly or indirectly amended, consolidated, extended or replaced by such provisions, or re-enacted in such provisions, or the corresponding provisions of any subsequent statute directly or indirectly, consolidating, extending or replacing such provisions, and shall include any orders, regulations, instrument or other subordinate legislation made under the relevant statute.

33. No Assignment/Sub-Contracting

The Hirer shall not be entitled to assign the benefit of, delegate the burden of, or sub-contract all or any of its rights and obligations under, these Conditions of Hire, except with the prior written approval of the School.

34. Car Parking

34.1 The parking of motor cycles, cars, etc on the School site shall be subject to the agreement of the Caretaker and permitted only on condition that;

34.1.1 Any persons bringing such vehicles onto the premises do so at their own risk and that they accept responsibility for any damage caused to or any injury to any person or the property of the School by the vehicles or the presence of such vehicles on the Schools premises.

34.1.2 The Hirer shall maintain at all time adequate means of access for Fire Appliances and other emergency vehicles within the car parking areas and if required provide Stewards for this purpose.

35. Smoking

No smoking is permitted on any parts of the School Premises at any times.

36. Headings

The headings to each Condition of Hire shall not affect the construction of these Conditions of Hire.