



Hire of Premises Terms & Conditions

1 Terms

'Hirer' refers to the group/person identified as Name of Hirer in the Hire Agreement.

'Hire Period' refers only to those days, dates and times outlined in the Hire Agreement.

'Premises' refers to the accommodation hired, as set out in the Hire Agreement, at Kingsley School Bideford.

'Venue' means Kingsley School Bideford, a company incorporated and registered in England and Wales with company number 7649422

2 Annual Renewal

All Hire Agreements for annual bookings only, are valid for one calendar year, subject to earlier termination as provided in clause 16.1.

3 Fees

3.1 The Hirer agrees to pay to the Venue the fee stated in the Hire Agreement.

3.2 All charges are required to be paid prior to the time of booking.

3.3 The fee may be varied by the Venue at any time. The Venue will give 28 days' notice in writing of a variation to the fee. If the Hirer does not wish to accept the fee variation, then it may give 28 days' notice in writing (before the Venue notice runs out) to end the Hire Agreement and in the intervening period the then current fee will continue to apply.

3.4 The Hirer shall be liable for and must make arrangements for the payment of, any tax or royalties chargeable in respect of the purposes for which the Premises hired is used by the Hirer.

3.5 In the case of hiring of the Theatre, 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. Technical support during the letting may be provided by the Venue at an agreed cost.

4 Use

4.1 The Hirer shall not use the Premises for any purpose other than as specified in the Hire Agreement.

4.2 Please ensure that the hirer and hire party utilize only the facilities that have been hired. Usage of other areas will incur an appropriate charge.

4.3 The number of persons using the Premises hired shall not exceed the number authorised by the Venue in writing.

4.4 The Hirer shall not cause or permit any animals to be brought into or onto the Premises except with the specific prior consent in writing of the Venue and subject to such conditions as may be required.

4.5 It will be the responsibility of the Hirer to check whether the Venue's copyright and other licences are sufficient to cover the proposed activity and to apply for and obtain any additional licences which may be necessary.

4.6 Hirers must have left the premises by the end of the booked period.

4.7 Sufficient time must be included within the allotted booking time to allow for clearing away and for all participants to leave the premises by the end of the booked period.

- 4.8 Please ensure that the correct garments and footwear are worn (specific to the event or activity). Please check footwear guides provided within booking confirmation and on the information boards within each facility.
- 4.9 Please ensure that appropriate language and conduct is maintained throughout the booking. Any foul language or inappropriate behavior will not be accepted.

5 Safeguarding and Child Protection

- 5.1 The Hirer specifically undertakes to ensure that all of its staff and volunteers providing or offering a service on behalf of the Hirer are subject to a valid enhanced disclosure check undertaken through the Disclosure and Barring Service including a check against the adults' barred list or the children's barred list, as appropriate.
- 5.2 Hirers must disclose full details and contact details for the appropriate Designated Safeguarding Lead if a Venue is hired for the provision of regulated activity with children.
- 5.3 The Venue specifically reserve the right to terminate this agreement with immediate effect if the Hirer does not have in force the appropriate arrangements with regards to the safeguarding of children in their care. The Hire Agreement includes a Safeguarding Declaration.
- 5.4 Hirers must have and must provide evidence of first aid training, public liability insurance (with a note of the Venue's interest) and any other insurance that the Venue reasonably considers necessary.
- 5.5 Kingsley School has a responsibility to safeguard and ensure respect is provided to:
- Kingsley Staff.
 - Kingsley Boarding Community.
 - Resident Staff and Families.
 - Other facility users.

6 Health and Safety Conditions

- 6.1 For the duration of the period of hire the Hirer must ensure the following:
- 6.1.1 Normal emergency procedures are followed.
- 6.1.2 A first aid kit is provided.
- 6.1.3 No equipment on the Premises is used without prior written consent from the Venue.
- 6.1.4 Familiarity with emergency equipment, such as fire extinguishers, alarms, mobile telephone and first aid facilities.
- 6.1.5 An emergency evacuation procedure is established. This will detail who will be responsible for taking control, calling emergency services and where to assemble. Consideration must be given to the needs of disabled participants. Evacuation practice must be undertaken on a half-termly basis.
- 6.1.6 Please do not block fire escapes or escape routes at any point during your booking.
- 6.1.7 Facilities and equipment (if made available) are used in a responsible manner, an orderly way and for the purposes for which they are hired and do not compromise the safety of the Hirer and/or their clients, the Venue or the equipment.
- 6.1.8 Emergency exits, fire extinguishers, alarm points are not obstructed.
- 6.2 Alcohol is not consumed or sold on the Premises.
- 6.3 Smoking or vaping is not permitted on or on any part of the Premises.
- 6.4 Adequate walkways are available to allow free and easy access and egress.
- 6.5 No gas cylinders or canisters are used inside the Premises.
- 6.6 Combustible materials are not placed adjacent to heat sources.
- 6.7 Equipment is used for the purpose for which it was designed.
- 6.8 Electrical equipment is PAT tested and complies with the British standards then applicable.

- 6.9 Flammable or hazardous substances are not to be used.
- 6.10 No open fires, candles or unauthorised electrical equipment will be used on the Premises.
- 6.11 Noise levels must be contained to a reasonable level at all times.
- 6.12 Furniture, instruments or equipment belonging to the Hirer may be left or stored on the Premises if this has been agreed with the Venue in advance and can be stored safely.
- 6.13 The Premises must be vacated on time at the end of the Hire Period and left in a clean and tidy condition.
- 6.14 Please ensure that all children are within your line of sight and are under full supervision at all times. Please do not allow children to use any of the facilities outside of the hire contract. This includes, for example, sports equipment such as football goals, the adventure playground etc,

7 Insurance, Liability and Indemnity

- 7.1 The Venue strongly recommends the Hirer takes out its own insurance to cover any activities which are physically demanding or at a higher risk of possible injury. Copies of such insurance documents must be provided to the Venue.
- 7.2 The Hirer agrees and undertakes to indemnify the Venue and keep the Venue indemnified against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability in any way arising from this Hire Agreement.
- 7.3 The Venue gives no warranty that the Premises possesses the necessary consents for the use specified in the Hire Agreement.
- 7.4 The Venue gives no warranty that the Premises are physically fit for the use specified in the Hire Agreement.
- 7.5 The Venue is not liable for:
 - 7.5.1 The death of, or injury to the Hirer, its employees, customers or invitees to the Premises.
 - 7.5.2 Damage to any property of the Hirer or that of the Hirer's employees, customers or other invitees to the Premises.
 - 7.5.3 Any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the Hirer or the Hirer's employees, customers or other invitees to the Premises.
- 7.6 Nothing in this clause shall limit or exclude the Venue's liability for:
 - 7.6.1 Death or personal injury or damage to the Premises caused by negligence on the part of the Venue or its employees or agents.
 - 7.6.2 Any matter in respect of which it would be unlawful for the Venue to exclude or restrict liability.
- 7.7 The school accepts no responsibility for the loss of personal property brought into or left in the premises during the hire period.
- 7.8 The hirer accepts full responsibility for any damage to or theft of the school's property during the period for which the premises are hired.
- 7.9 The hirer must ensure that a responsible person will be present on the premises at all times at during the period of the letting.

8 Damage to Property

- 8.1 The Hirer undertakes either to make good or to reimburse the Venue for the cost of making good (as the Venue directs) any damage to the Premises caused by the Hirer, their staff, visitors or clients and the Hirer indemnifies the Venue for all damage and loss suffered as a result of the hiring.
- 8.2 If the Premises hired are left in a state which requires additional cleaning above that normally allowed, the Hirer may be subject to an additional charge. Please ensure that all equipment is fully dismantled and carefully stored within the designated areas, following guidance found on facility signage.
- 8.3 Any damage to Kingsley equipment or facilities should be immediately reported via the messaging portal (SchoolHire) or on the Kingsley Website.

- 8.4 Any feedback or concerns over Health & Safety should be immediately reported via the messaging portal (SchoolHire) or on the Kingsley Website.

9 Security

- 9.1 The Venue agrees to make arrangements for the Premises to be opened and locked after each Hire Period and the Hirer agree to notify the Venue or their authorised representative where any session is to start late or end early.
- 9.2 Where necessary, keys/codes or fobs will be issued for access to the Premises and the hirer will be responsible for the opening and locking of the Premises at the end of each hire period.
- 9.3 All keys/fobs issued must be signed for by the hirer and any keys/fobs not returned at the end of the hire period will be charged to the hirer.
- 9.4 The hirer accepts that they should familiarise themselves with relevant health and safety information and ensure a full Risk Assessment has been completed and uploaded prior to the booking.
- 9.5 The hirer must not provide access codes outside of the hiring party.
- 9.6 The hirer and hire party must not allow access to anyone looking to gain entry to any of the facilities, All bookings will have been provided access codes and therefore should use these to gain access.

10 Temporary Unavailability of Premises by the Venue

- 10.1 The Venue may give verbal notice to the Hirer that the Premises are temporarily unavailable in the following instances:
- 10.1.1 Where the Premises are closed for any reason.
- 10.1.2 Where the Premises are in the Venue's opinion unsafe to be used by the Hirer.
- 10.1.3 Where there are emergency circumstances which require the use by the Venue of the Premises.
- 10.1.4 In consequence or any outbreak or prevalence of infectious disease.
- 10.1.5 For any other cause outside its control.

11 Access and Car Parking

- 11.1 Parking is only available in the designated car parks. If the Sports Hall car park is full, you must park in the Main School Car Park, and not on the grass. Under no circumstances should cars be parked on the road.
- 11.2 Please Park within the designated bays:
- The Sports-Hub (13 Spaces),
 - The Main School Car Park (80 Spaces)
 - The Prep School Car Parks (7 Spaces + 8 Spaces combined).
- 11.3 Please do not:
- Park within ingress or egress routes.
 - Park on verges or grassed areas.
 - Block other vehicles (even if part of your group).
 - Park outside of Boarding Houses and or other school buildings.
- 11.4 Failure to maintain parking guidelines will result in:
- Parking reminder notice, or
 - Banning of vehicle from school property

12 Nuisance

- 12.1 The Hirer must not (and must ensure that any person entering the Premises during the Hire Period does not) cause any nuisance or disturbance to the Venue or neighbours.

13 Additions and Alterations

13.1 The Hirer will make no alterations or additions to the Premises.

13.2 The Hirer shall not treat or apply any substance whatsoever to the floor or any part of the floor of the Premises.

14 Assignment and Sub-hiring

14.1 This Hire Agreement is personal to the Hirer and the Hirer must not assign or sub-hire the whole or any part of the Premises or allow any third party to occupy them.

15 Change of Contact Person

15.1 The Hirer agrees to notify the Venue in advance if the contact person is to change and to provide the name of the new contact person. If the transfer of contact person does not correspond with a renewal of Hire Agreement, the new contact person will be required to countersign the current Hire Agreement to demonstrate they agree to these Terms and Conditions.

16 Termination

16.1 The Venue may end this Hire Agreement by giving the Hirer one month's written notice to expire at any time or by immediate notice if the Hirer breaches any term of the Hire Agreement.

16.2 Termination of this Hire Agreement shall not affect the rights of either party in connection with any breach of any obligation under this Hire Agreement which existed at or before the date of termination.

16.3 The Hirer may 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 premises are re-booked.

17 Notices

17.1 Any notice given under this Hire Agreement shall be in writing and shall be delivered by hand or sent by email to the relevant party as follows:

- Email: developmentoffice@kingsleyschoolbideford.co.uk
- To the Venue at: C/O Kingsley School Bideford and marked for the attention of Director of Development Office.
- To the Hirer at: as identified in the Hire Agreement.
- Or as otherwise specified by the relevant party by notice in writing to each other party.

18 Other

18.1 The Venue may vary the Terms and Conditions of this Hire Agreement by giving the Hirer 28 days' notice in writing of the variation. If the Hirer does not wish to accept the variation, then it may give 28 days' notice in writing (before the Venue notice runs out) to end the Hire Agreement and in the intervening period the then current terms will continue to apply.

18.2 The Hirer must comply with any regulations and rules that the Venue makes and notifies to the Hirer from time to time governing the Hirer's use of the Premises including (without limitation) the astroturf rules attached hereto where the hire is of the astroturf.

18.3 No illegal, indecent or immoral activity is permitted and no betting, gambling or gaming is permitted on the Premises.

18.4 The licence granted under this Hire Agreement is not intended to and will not create the relationship of landlord and tenant. The Venue retains control, possession and management of the Premises and the Hirer has no right to exclude the Venue from the Premises.

18.5 A person who is not a party to this Hire Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Hire Agreement.

18.6 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/her in this connection.

18.7 If a Door Supervisor or Door Supervisors are used by the Hirer on the premises then the Hirer must ensure that any necessary licence or licences have been obtained and are in force.

RJ Pavis

Headmaster