

TERMS and CONDITIONS OF HIRE

Kent Education Partnership Limited (KEP)

1. Definitions

- 1.1 In these Terms and Conditions:
- Activities** means the activities carried out for the duration of the Hire Period and on the School Premises;
- Booking Form** means the Regular hire Booking Form
- Company means** [KEP] and also (where the context permits) its assigns and any sub-contractor for the Company;
- Contract means** the contract between the Third Party and the Company on these Terms and Conditions of Use entered into upon the Company notifying the Third Party that it has accepted the booking;
- Equipment** means any equipment under the ownership, possession or control of the Company or otherwise present on the Facilities that is made available to the Third Party or to which the Third Party has access for use in connection with the Activities;
- Event of Force Majeure** means, as regards a party, the occurrence of circumstances beyond the reasonable control of that party including (without limitation) industrial action, strikes, lockouts, blockades, riots, act of war, piracy, destruction of essential equipment by fire, explosion, storm or intemperate weather, unfitness of playing fields for use, flood, earthquake, failures of, shortages in or a loss of access of equipment, power, supplies, fuel or transport facilities;
- Expiry Date** is the date set out on the Booking Form at box 6 or the date being the first anniversary of the Contract, whichever occurs earlier;
- Facilities** mean that part of the School Premises listed on the Booking Form;
- Facilities Staff** means any employee of the Company or the Company's sub-contractors (Mitie) with responsibility for the School Premises and equipment;
- Hire Charge** means the cost of hiring the Facilities and (where appropriate) the Equipment as specified in the Booking Form together with any additional charges or costs incurred due to loss or damage, and Hire Charges shall be construed accordingly;
- Hire Period** means any and all periods of time during which the Third Party is permitted to use the Facilities and (where appropriate) the Equipment as stated in the Booking Form;
- Regular Hire** means hire on a periodic basis;
- School Premises** means the premises at the school applied to hire;
- Third Party** means the person, organisation, club, firm or company with whom the Contract is made, and Third Party User means any person under the control of, connected with or on the School Premises with the consent of the Third Party.
- 1.2 Words in the singular shall include the plural and vice versa, references to any gender shall include the others and references to legal persons shall include natural persons and vice versa.

2. GENERAL

- 2.1 This agreement grants to the Third Party a licence to use the room(s) at the dates and times indicated, subject to the following conditions:
- 2.2 All applications for the hire of the School Premises must be made in writing on an approved Booking Form, available from KEP. In all cases the Booking Forms must be duly completed and signed. One copy is to be retained by the Third Party and the other must be returned to KEP together with the payment due, at least 7 days prior to the date of hiring.
- 2.3 Any person who is not a party to this Agreement has no right under the Contract (Rights of Third Parties) Act 1999 to rely upon or enforce any terms of this Agreement except that it does not effect any right or remedy of a third party which exists or is available apart from that Act.

3. HEALTH AND SAFETY

- 3.1 All Accidents and Incidents must be reported to KEP/Mitie site staff immediately on the contact number indicated on the booking form.
- 3.2 The Third Parties are required to familiarize themselves with the fire evacuation procedures prior to their event and to follow these procedures in the event of fire or the sounding of the fire alarm. Information regarding this is available from KEP or Mitie upon request.

4. THIRD PARTY USERS

- 4.1 The Third Party acknowledge that they are only permitted to use the areas designated for the hire and shall ensure that all persons attending the function for which the room(s) is hired are made aware of and abide by this restriction. KEP will show the Third Party the toilet facilities, which the Third Party and their guests are to use during the hiring.
- 4.2 The Third Party must ensure:
- No fire equipment is moved or tampered with, except in an emergency.
 - All emergency exits remain clear with unhampered access.
 - Arrangements are made for orderly parking of cars within the designated areas.
 - Any equipment belonging to the Third Party is removed at the end of the hire period.
- 4.3 The Third Party may only use the premises for the purpose that has been declared and agreed with KEP.
- 4.4 The Third Party shall comply at all times with the requirements of the Security Service Provider in respect of use of the School Premises.
- 4.5 The room(s) must be left in a clean and tidy condition and all rubbish removed from the school. Failure to leave the room(s) in a clean and tidy condition will incur additional charges to cover the cost of cleaning.
- 4.6 The Third Party shall be responsible for:
- payment of the fee and any other charges
 - The provision of stewards to control entrance to the School Premises and to preserve order during the hiring, where agreed necessary at the point of booking with KEP.

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- c) The employment of any security staff at the request of the Facilities Staff.
 - d) Indemnifying the Facilities Staff from and against damage owing to the School Premises, furniture, fittings, apparatus, appliances or other property whatsoever, during the period of hire or arising as a result of such hire and the expenses of making good such damage unless due to the negligence default etc of the Facilities Staff or its Servants or Agents.
 - e) All claims, costs and damages arising from accidents or injury sustained by any persons on the School Premises or arising from any infringement of copyright on the School Premises, during the period of hire and shall indemnify the Facilities Staff from such claims, costs and damages.
 - f) All claims in respect of damage to or loss of property, articles or any item whatsoever placed in or left upon the School Premises by the Third Party, or any other person using the School Premises and shall indemnify the Facilities Staff from and against such claims.
- 4.7 The Third Party shall permit the Facilities Staff and Kent County Council or their employees to enter the School Premises at all times.
- 4.8 The Facilities Staff are responsible for the enforcement of these Conditions of Hire and are required by Kent County Council to prevent the use of any article, appliance or apparatus and to prevent any event, exhibition or performance, which may be considered objectionable or dangerous.

5. PAYMENT

- 5.1 The full hire fee is payable at the time of booking, or as agreed to and described overleaf. In addition to the hiring fee a damage deposit may be requested entirely at the discretion of KEP.
- 5.2 The room(s) must be vacated at the agreed time and all equipment replaced and removed as appropriate. The School premises must also be vacated at the end of the hire. Failure to vacate the room(s) at the agreed time will incur additional charges.
- 5.3 The fee specified in the Booking Form shall be paid for the School Premises upon signing the Booking Form. Any further charge becoming payable as a result of exceeding the allocated period of hire or for any other reason shall be payable within seven days of receipt of the appropriate invoice and shall be recoverable as a single contract debt. Cheques should be made payable to "Kent Education Partnership Limited".
- 5.4 The hours of hire are the total of those for which the School Premises may be used by the Third Party as contained in the Hire Agreement. The hours include set-up and dismantle activities
- 5.5 The fee covers heating and lighting, the normal preparation and the normal service of the attendants under the direction of the Facilities Staff, but do not include any extraordinary work, service or attendance which must be provided by and at the Third Party's own cost. The cost of any breakages may be claimed by the Facilities Staff from the Third Party.
- 5.6 The Manager reserves the right to alter fees and charges without notice. The fee or charge payable shall be those in force at the time of the event, not at the time of application unless specifically agreed in writing with KEP. The Third Party will be informed of any change in fees and charges and will be given the right to cancel the booking without cost but without the right of making any claim against KEP in respect of such cancellation.
- 5.7 The fee, unless specially stated to the contrary, is for the use of the School Premises, together with such seats, apparatus or equipment. Any other furniture required by the Third Party must be provided at his own cost.

6. CATERING

- 6.1 No right to supply refreshments of any kind whatsoever shall be deemed to be given to the Third Party or to any other person by grant of the use of the School Premises (unless prior written consent is given by KEP).
- 6.2 If the use of kitchen and servery facilities is required such request must be made on the Booking Form at the time of booking.
- 6.3 Where use of kitchen equipment is required, the Third Party agrees to pay for the services of a member of the Facilities Staff to operate such equipment as may be necessary.

7. INTOXICATING LIQUORS AND SUBSTANCES

- 7.1 The Third Party is prohibited from bringing onto or consuming on the School Premises any intoxicating substances or illegal drugs.
- 7.2 The Third Party may not bring onto or consume on the School Premises any intoxicating liquors without the prior written consent of the Company.
- 7.3 The Third Party shall ensure that all bottles and cans are removed at the end of each Hire Period, save where the same have been provided by KEP as part of agreed catering arrangements.

8. FOOD AND DRINK

- 8.1 Food and drinks must strictly be taken in authorised areas only.

9. SMOKING

- 9.1 The smoking of cigarettes, pipes, cigars or any other matter on the School Premises is strictly prohibited at all times and without exception (including in the grounds).

10. FIRE SAFETY

- 10.1 No open fires, candles or unauthorized electrical equipment may be used on the school premises.

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11. GAMBLING

11.1 No betting, gambling or gaming is permitted on the school premises.

12. NOISE

12.1 Noise levels must be contained to a reasonable level at all times and noise from the Third Party's event must not be audible in any neighbouring properties. It is the Third Party's responsibility to ensure noise levels are monitored to ensure no disruption to people in neighbouring properties.

12.2 The Third Party must comply with the instructions of the Facilities Staff in this respect.

13. SPORT

13.1 USE OF CLIMBING WALLS

The use of climbing walls is strictly prohibited unless under the supervision of a trained instructor/s.

13.2 USE OF CHANGING ROOMS

Where the Third Party requires access to Changing Room facilities, they are responsible for ensuring these are left tidy.

14. DOGS

14.1 With the exception of Guide Dogs, no animals are allowed on the School Premises.

15. MUSIC AND DANCE

15.1 If the Third Party wishes to provide music, dancing or other entertainment, the Third Party must first obtain any necessary public entertainment licences and provide KEP with a copy seven days prior to the date of the booking. Failure to do so will entitle KEP to cancel the booking and retain the booking fee.

15.2 The Third Party agrees not to polish floors for dancing, except in dedicated dance areas and with the written consent of KEP.

16. CANCELLATION OF HIRE PERIOD

Special Events

16.1 Either party may cancel a Special Event booking by giving notice in writing to the other not less than [two (2)] weeks before the start of the Hire Period.

16.2 Where written notice of cancellation of a Special Event booking by the Third Party is received less than [two (2)] weeks before the start of the Hire Period, the Company shall be entitled to:

(a) 20% of the Hire Charge where notice of cancellation is given less than two (2) weeks but more than one (1) week before the Hire Period;

(b) 50% of the Hire Charge where notice of cancellation is given less than two (2) days before the Hire Period;

(c) 100% of the Hire Charge where notice of cancellation is given less than twenty Four (24) Hours before the Hire Period.

16.3 The company or school reserve the right to cancel any booking without notice at any time. However, where notice is available this should be given. Note* this facility is a school and as such school activities and needs will take priority over third party hires.

17. FORCE MAJEURE

17.1 Neither party shall incur any liability to the other in the event it is prevented from, hindered or delayed in the performance of its obligations under the Contract by an Event of Force Majeure.

18. CRIMINAL ACTIVITY

18.1 No indecent or criminal activity is permitted.

19. LIABILITY

19.1 Save for liability in respect of personal injury or death, KEP maximum liability to the Third Party for breach of contract, negligence or any other cause of action, is hereby limited to 1x the hire fee paid by the Third Party.

19.2 The Third Party hereby agrees to indemnify KEP without limitation against all liabilities to other persons (including the servants and agents of KEP or the Third Party for bodily injury, damage to property or other loss, which may arise out of or in consequence of the actions of the Third Party or his employees, servants or agents and against all actions, costs, claims, charges and expenses that may be occasioned by KEP by the claims of such persons.

19.3 KEP does not accept any liability for damage to the Third Party's property howsoever caused and the Third Party must ensure adequate public liability insurance cover is in place for his particular organisation / event. KEP does not maintain a policy of insurance, which covers Third Parties (which includes the Third Party and their guests).

19.4 The Third Party will be personally liable for all damages caused to any school property as a result of the hire and hereby agrees to indemnify KEP for any losses KEP incurs as a consequence of the room(s) hire.

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20. OBLIGATION

- 20.1 The Third Party's Third Party Liability insurance certificate must be forwarded to KEP for verification before the hire starts.
- 20.2 Groups working with children and young people must provide written assurances to KEP that all members of their leadership are known to be suitable persons, in line with the Home Office publication of September 1993 "Safe from Harm".
- 20.3 Compliance with the requirements of Section 12(1) of the Children and Young Persons Act 1933 regarding the safety of children and entertainments.
- 20.4 The provision of suitable trained persons to be on duty and be responsible for the safety of the persons using the School Premises during the whole of the period of the hiring as deemed necessary by the Facilities Staff.
- 20.5 Compliance with the Regulations relating to the School Premises and any other conditions and regulations which are from time to time in force.
- 20.6 The Third Party shall not assign sublet or sublicense any permission to use the School Premises.

21. TERMINATION

- 21.1 The Contract shall automatically terminate on the Expiry Date.
- 21.2 KEP reserves the absolute right to cancel a booking at any time should the facilities be required either by the School or by the Local Authority. In these circumstances any deposit or fee will be returned to the Third Party. KEP liability in such an event will be limited to the amount of the deposit or the fee
- 21.3 Should the Third Party fail to comply with any of the above conditions or act in any way which is, or could be deemed to be in conflict with the effective running of the school, KEP is entitled to terminate the licence forthwith and the Third Party and any guests will be required to vacate the premises. The decision of KEP will be final and binding and KEP will in no way be liable to the Third Party for the return of paid fees or any other compensation if the hire is terminated in accordance with this clause.

22. COLLECTION OF MONIES

- 22.1 The Facilities Staff do not accept any responsibility with respect to the sales or collection of monies on behalf of the Third Party.