

CRANLEIGH SCHOOL
(INCORPORATING CRANLEIGH SCHOOL & CRANLEIGH ENTERPRISES LTD)

EXTERNAL LETTINGS

GENERAL CONDITIONS OF HIRE

This document sets out the terms and conditions on which Cranleigh School's facilities ("CS") (incorporating Cranleigh School and Cranleigh Enterprises Ltd) may be made available for hire by members of the public.

BOOKINGS

Bookings can be confirmed only following completion and signature of the External Lettings Booking Form, which confirms the Hirer's acceptance of these terms and conditions of hire.

HIRE CHARGE AND DEPOSIT

A confirmation invoice will be issued prior to the event and shall be settled by the due date. Settlement can be made by cheque, cash or online banking.

A 15% deposit may be required from the Hirer to secure a booking for an Event. The deposit is non refundable in the event of cancellation by the Hirer, but otherwise the deposit is refundable after the Event, subject to compliance by the Hirer with the terms of the General Conditions of Hire.

IRREGULAR / SPECIAL EVENTS

Payment of the Hire Charge is due two weeks prior to the Event or on receipt of the invoice, whichever is the earlier. 50% of the Hire Charge is returnable if cancellation occurs more than two weeks before the Event. If cancellation occurs less than two weeks before the Event the Hire Charge must be paid in full. If the Hire Charge is not paid in full at least two weeks prior to the Event, Cranleigh School ("CS") reserves the right to cancel the Event and retain any deposit paid.

REGULAR LETS

CS will raise an invoice in advance of the hire and dates will be specified on the invoice. Payment must be made within 30 days of the invoice date.

If the Hire Charge is not paid on time:

- a) CS shall be entitled to charge the Hirer interest on the amount due at 1.5% per month for the period for which payment is outstanding (whether before or after any judgment).
- b) The Hirer shall have no right to use the Facilities until the invoice is paid.

CANCELLATION

In respect of "regular lets" CS may cancel a booking by giving the Hirer not less than 5 working days' notice of cancellation. If CS cancels a booking pursuant to this sub-paragraph it shall return the Hirer's deposit, if any.

The Hirer may cancel a "regular" booking by giving CS not less than 5 working days' notice of cancellation. If the Hirer cancels a booking pursuant to this sub-paragraph CS will return any booking fee already paid by the Hirer less the deposit.

If the Hirer gives less than 5 working days' (120 hours) notice of cancellation, the Hirer must pay 100% of the booking fee.

No shows must pay 100% of the booking fee.

In respect of "Irregular / Special Events" the Hirer shall be entitled to cancel the Hire Agreement by giving written notice to CS. If the Hirer cancels the Hire Agreement it shall pay the cancellation charges set out in the paragraph "Irregular / Special Events" above, as applicable.

HIRE PERIOD/TIMINGS

Booking times include the time required to set up prior to and clear up after the Event. CS requests that the Hirer is clear of the premises in time for the next booking to commence on schedule.

As the facilities have dual use, Cranleigh School activities (particularly sports fixtures) may over-run, in which case the School must be allowed to take priority.

Timing of the Event is important. If there is any overrun of time beyond the agreed Hire Period an additional charge may be levied and such additional charges shall be payable in full seven working days after the Event.

At the end of the Hire Period the Hirer shall hand back the Hire Area in the same condition as at the commencement of the Hire Period. Any furniture or articles moved must be replaced in their original position. The Hire Area must be cleared of all personal effects. All rubbish must be bagged up and removed from the School grounds. Outside caterers are not allowed the use of the school's kitchens, with the exception of the small kitchen in the Speech Hall or the kitchen in the Memorial Pavilion.

SAFETY

The Hirer shall not exceed the agreed maximum capacity for attendees of the Event. CS shall have the right to require people in excess of the agreed maximum capacity to leave the Hire Area.

The Hirer will ensure that any children are supervised by the correct number of adults with the appropriate clearance/qualification as laid down in current national legislation / guidelines.

Persons must not enter any parts of the School which are not part of the Hire Area, save as is reasonably and properly required for access to the Hire Area.

The Hirer will make all necessary arrangements to ensure the availa-

bility of facilities adequate to deal with any illness or injury occurring to participants of the Event and produce a written risk assessment (or similar) for any high risk activities.

Security and fire procedures must be adhered to by the Hirer and these procedures will be made available by CS. The Hirer must ensure that there are sufficient, responsible members of staff available to action the School's fire evacuation procedure should the alarm sound.

If so required by CS the Hirer shall pay for any attendance by the police and/or fire services as CS shall consider necessary for the proper conduct of the Event, the regulation of traffic in connection therewith or the protection of the School's property.

LIABILITY OF CS

Except in respect of death or personal injury caused by CS's negligence or default, CS excludes liability to the fullest extent permitted by law for loss or damage suffered by the Hirer or any person attending the Event or any other person involved directly or indirectly with the Event which arises out of or in connection with the use of the School and/or the Hire Area for the purpose of the Event.

INDEMNITY

Without prejudice to any other right or remedy available to CS the Hirer shall indemnify and keep indemnified CS against all claims, damages, liabilities, actions, costs, fees, and expenses (including professional expenses) suffered or incurred by CS: (a) as a result of the Event; or (b) arising out of the Hirer's and its employees' and sub-contractors' use of the School or the Hire Area; or (c) resulting in any way from the conduct of any of the persons attending the Event; or (d) arising out of any breach of the Hire Agreement by the Hirer.

INSURANCE

Except where the Event is a private party, the Hirer shall throughout the Hire Period effect and maintain at its sole expense with a reputable insurance company such comprehensive insurances as are necessary for the holding of the Event, including, but not limited to Employer's Liability and Public Liability insurance.

ADVERTISING

If the Hirer is going to advertise the Event in advance, the Hirer shall submit to CS for approval a draft of any poster or advertisement relating to the Event and shall comply with all requirements that CS shall reasonably impose in relation to their form, content and publication. Any advertising in the local area for the Event must comply with all relevant legislation. It is the responsibility of the Hirer to make sure that the law is not broken.

No banners, posters, notices or bills may be displayed inside or outside the Hire Area and/or the School, except with CS's prior written consent. Direction signs shall be placed in such a way as not to cause any obstruction or safety hazard. All materials should be removed at the conclusion of the Event. In the circumstance where these are still present, the cost of removing all banners, posters, notices etc and any damage caused to the School as a result of their removal will be subject to an additional charge.

CARE OF THE SCHOOL

The Hirer shall:

- (a) not obstruct (or permit its staff or guests to obstruct) any of the passages, gangways, corridors, staircases, exits and emergency doors of the School;
- (b) not interfere with, damage or misuse any equipment, fabric, fixtures, fittings or decorations at the School and ensure that

no bolts, screws, nails, tacks, etc. shall be fixed or driven into any part of the premises, fittings, fixtures or furniture of the School. No wax, adhesive, powder or tape shall be placed upon the floors;

- (c) keep the Hire Area clean, tidy, undamaged and free of rubbish throughout the Hire Period and leave it in the same condition at the end of the Hire Period;
- (d) not use the Hire Area in such a manner as to cause nuisance, annoyance or inconvenience to CS and/or users or neighbours of the School;
- (e) not interfere with any emergency lighting within the School;
- (f) not sell or supply in any way to the users of the School or attendees of the Event any goods or services of any kind, except with CS's prior written consent;
- (g) comply fully with all statutes, rules, regulations, orders, bye-laws or other requirements, whether for ensuring public order safety or decency or for any other purpose whatsoever affecting the use of the School and the Hire Area for the purpose for which it has been hired and with all requirements of the Health and Safety Executive or the police and fire authorities and of CS;
- (h) not bring (and will ensure that none of its staff, contractors or guests brings) illegal drugs or other illegal substances onto School premises or grounds;
- (i) obtain all licences, consents and approvals necessary for the Event (including, but not limited to, copyrights, lending or rental right and performance right licences);
- (j) not consume (or allow the consumption of) food and drink on any of the School's sports pitches or pitch surrounds without CS's prior consent;
- (k) adhere to the directions of the School's duty manager or supervisor attending the Event;
- (l) where the Hired Area relates to any School sports ground, not retrieve any ball or similar item over any perimeter fence or boundary;
- (m) not allow any dog or other animal into the School premises, save for guide dogs with disabled persons.
- (n) respect the notice boards around the sporting facilities regarding the "Do's & Don'ts" whilst using the premises.

If CS is not satisfied with the condition of the School/Hire Area or the said equipment, fabric, fixtures/fittings or decorations at the end of the Hire Period, the Hirer will be charged by CS for the cost of cleaning or restoring to the condition in which it was at the commencement of the Hire Period. Any extras, damage or losses negligently caused by the Hirer to CS's premises or property shall be charged to the Hirer and shall be payable in full seven working days after the date of the invoice.

Smoking is not permitted in any building and only permitted in specified areas externally.

EQUIPMENT

Any CS sports equipment required for the Event shall be set up by the Hirer with the assistance of the CS staff.

The Hirer shall not bring any equipment, plant, decorative display or exhibition materials into the School without the prior consent of CS. CS may refuse to allow to be brought into the School any article or

appliance which it considers dangerous or offensive. The Hirer will ensure that all electrical items brought into the School by the Hirer which require mains power supply are previously inspected/tested and proven to comply with required Portable Appliance Testing safety standards.

The use of any form of gas-filled balloons, streamers, confetti, naked flame, pyrotechnics, strobe lighting and/or laser systems or other special effects shall not be permissible, save with the prior written approval of CS, which shall be granted at CS's sole discretion and subject to such additional terms and conditions as it shall specify.

Under no circumstances may smoke or bubble machines be used anywhere in the School and disco operators must be informed of this rule.

Where the Event involves the use of language laboratories, theatre, sound or audio-visual equipment the Hirer must engage the services of a qualified member of the School staff to assist (at rates agreed in advance of the Hire Period).

Where equipment is loaned by CS for the purposes of the Event (eg sports equipment), the Hirer will be responsible for it during the Hire Period and will be charged for any damage or loss.

Under no circumstances will CS make good or accept responsibility or liability in respect of any loss or damage of or to any goods or property of the Hirer or of any other person left, deposited or brought into the School or any part thereof, or deposited with any member of School staff.

All equipment and other items brought to the Event by the Hirer, its staff and guests must be removed at the end of the Hire Period. If the Hirer fails to remove any article within fourteen days after the Hire Period, CS may, without prejudice to any other right or remedy, sell any such article and set off the proceeds of sale against the cost of removal and storage by the School.

PARKING

The Hirer must not park or permit any vehicle to be parked in the grounds of the School in such a way that it causes any obstruction to other users. The Hirer must only park vehicles in designated areas for the purposes of loading and unloading. Motor cars or other vehicles must observe the strict speed limits in the School grounds and must give way to pedestrians at all times. Motor cars or other vehicles must park only in the recognised parking places. Driving on grassed areas is strictly forbidden. Adequate and suitable competent parking attendants should be provided by the Hirer. This can be arranged by CS if required although a charge will be levied for this service. No vehicles shall be left overnight without prior permission from CS.

NOISE

It is important that noise levels are reasonable and do not disturb School residents or neighbours. If PA systems are used outside or in any marquee, the volume must be kept to a level agreed between the Hirer and CS. Where audio equipment noise limiters are fitted they must be used. Requests from CS to turn sound down either inside or out must be complied with immediately. If not, CS reserves the right to turn off the music and ask the Hirer and its guests to leave the School.

LICENCE

CS licenses the Hirer (subject to the provisions of the Hire Agreement) to use the Hire Area for the sole purpose of holding the Event, and where applicable, agrees to provide the Hirer with the Services.

The Hirer will make in consultation with the authorised representative of CS all detailed arrangements for the Event, including the constructive occupation of participants at all times.

The Hirer shall not assign the benefit of the Hire Agreement to any person, nor assign or sub-license any right or benefit under it without the prior written consent of CS. Where CS agrees to any sub-licence, the Hirer shall procure that the sub- licensee is bound to observe and perform the terms of the Hire Agreement as if it were a party to it.

CS reserves the right for its staff: (a) to enter and view the Hire Area at any time during the Hire Period; (b) at his/her discretion to refuse admission to or remove from the Hire Area any person who in his/her reasonable opinion is disorderly or objectionable; and (c) at his/her discretion, to refuse to permit any item to be brought into or to require any item to be removed from the School.

The Hirer shall not behave or permit behaviour at the Event which: (a) is contrary to any law or regulation; (b) is obscene, offensive, hateful or inflammatory; (c) involves nudity or is sexually explicit or sexually provocative; (d) may reasonably be considered offensive or discriminatory on grounds of race, sex, religion, nationality, disability, sexual orientation or age; or (e) intimidates, threatens or causes annoyance to any person.

The Hirer will not behave or permit any behaviour at the Event which might reasonably be regarded as detrimental to the reputation of the School or otherwise incompatible with the purpose, objectives and moral values of a school for children between the ages of 5 and 18 years.

Except where the Event is a private party, the Hirer must not take or permit to be taken any photographs or conduct any recording or filming at the School at any time, except with the prior written consent of CS. If CS grants permission a facility fee may be payable by the Hirer.

The Hirer may not charge third parties a fee for access to the Hire Area without the prior written consent of CS.

The Hirer will honour such supplementary conditions as may be detailed by the School in exchange of letters.

LIQUOR OR PUBLIC ENTERTAINMENT LICENCE / LICENCE EXTENSIONS

If the Hirer requests an extraordinary liquor or public entertainment licence for which an application must be made, an administration fee will be charged to the Hirer at the rate in force during the Hire Period if the application is completed by CS. A "Temporary Event Licence" can be obtained through Waverley Borough Council. Copies must be given and kept by the Foundation Office and the Catering Department.

Termination

CS may terminate the Hire Agreement on immediate notice:

- (a) if in the opinion of CS the purpose for which the Hire Area is one which is likely to lead to a breach of the peace or otherwise be regarded as inappropriate for holding at the School;
- (b) if the Hirer or any of its staff, contractors or guests brings illegal drugs or other illegal substances onto School premises or grounds;
- (c) if the Hirer intends to use the Hire Area for any purpose other than the Event specified in the Hire Agreement;
- (d) if by act of God, war, riot, invasion, fire, flood, accident, pan-

demarcation, power cut, strike or walkout, government interference, regulations, appropriations, attack by terrorists or other activists or extremist organisations or on the instructions of the police or armed forces or other conditions beyond the reasonable control of CS the School shall be closed or not available for hiring;

- (e) if the Hirer, its servants, agents, licensees or invitees or any person using the School in connection with the Event shall breach or fail to observe or perform any of terms and conditions of the Hire Agreement;
- (f) in any other circumstances where CS believes that it would be to the detriment of the School, its pupils, or its reputation to hold the Event;
- (g) if the Hirer ceases to trade or carry on business or is unable to pay its debts, or becomes insolvent or goes into liquidation or administrative receivership or is wound up for any reason.

The Hirer shall be entitled to cancel the Hire Agreement by giving written notice to CS. If the Hirer cancels the Hire Agreement it shall pay the cancellation charges set out above, as applicable.

GENERAL

The instructions of the CS staff shall be obeyed at all times.

The Hire Agreement shall be governed by English law and the exclusive jurisdiction of the English courts.

The hirer agrees to abide by any current legislative or guidance documents relating to Child Protection and Safeguarding when applicable to their hire. The hirer acknowledges that Cranleigh School is also committed to the UK Government's Prevent strategy and takes the issue of stopping children becoming drawn in radicalisation or terrorism seriously. School staff have been 'Channel awareness' trained and we have dedicated Prevent Officers at both Schools. We promote fundamental British values and challenge extremist views. The School will monitor visitors, outside users of its facilities and contractors and report items that appear to be suspicious or encouraging radical or terrorist behaviour through the appropriate channels.

Only the parties to the Hire Agreement and the School may seek to enforce the terms of this Agreement.