

## TERMS AND CONDITIONS OF HIRE

### CHARGES

1. A non-returnable deposit of 25% of the total hire charge must be made before the booking can be confirmed. The balance of charges will be payable at least 7 days before the function takes place.
2. The school does not hold an entertainment licence and the playing of any copyright material is not allowed.
3. In the event of cancellation providing seven days notice has been given, all charges, other than the 25% deposit, will be returned. If less than seven days notice is given, then no refund will be allowed.
4. The signed reserve the right by notice to the hirer to cancel the letting at any time and shall in so doing return to the hirer any monies paid but the School shall not in such circumstances be under any liability to the hirer for any loss or damage sustained arising out of such cancellations.

### ALCOHOLIC DRINKS

5. The School does not hold a licence for selling alcohol. Should a hirer wish to obtain a licence they must make their arrangements direct with the appropriate licensing authority and under advice to the School.

### PARKING

6. Limited parking within the School grounds is allowed on either of the two designated car parks (the rear Parents' Car Park and the front Staff Car Park) and also the shingle area in front of the Main Manor building. No parking is allowed in the drop off/ delivery bays or in any roadways.

### STEWARDS

7. The Hirer must provide stewards at a ratio of 1 for each 150 patrons with a minimum of 2 stewards.
8. The duties of the stewards include control of admissions and cloakrooms; checking that exits are closed but not obstructed in the event of an emergency; general supervision of conduct of patrons in the building; exclusion of public from any part of the building which is not included in the hiring; and the prevention of damage.
9. The hirer must arrange for the proper control of parking, see para 6, so as to ensure that the hirer and stewards carry out this condition and all other appropriate conditions correctly.

### COPYRIGHTS

10. The hirer shall:
  - a) Not perform, play or use or permit to be performed, played or used any work or recording in which copyright exists except with the consent of the owner of the copyright.
  - b) Indemnify the School against all claims, demands, actions and proceedings arising out of any infringement of copyright occurring during the period of hire.
  - c) Comply with the conditions of the licence held from The Performing Rights Society Limited and shall furnish direct to the Society at the address below and within seven days of the date of the function a completed programme return of all music performed by the hirer or by anyone engaged to play music on the hirer's behalf. The address is The Performing Rights Society Limited, Copyright House, 29/33 Berners Street, London W1.

### GENERAL

11. The hirer shall ensure that the number of persons attending a function shall not exceed the limit as stated on the hiring information.
12. No lettings will be made to persons under the age of 18.
13. The lavatories, stage, halls, classrooms, furniture and equipment shall be used only for their respective purposes and normal use of that property, furniture or equipment. No other part of the accommodation shall be used for any purpose other than that approved in the confirmation of the booking.
14. The hirer shall not assign or sub-let the right to use any part of the building granted by a confirmed booking.
15. The hirer shall:
  - a) Repay to the School on demand the cost of reinstating, replacing or cleaning any parts of the building including any of the furniture and fittings therein contained which shall be damaged, destroyed, soiled, stolen or removed during the period of hire; and
  - b) Indemnify the School against all claims, demands, actions or proceedings in respect of the death or injury howsoever or by whomsoever caused of or to any person other than a servant of the School while carrying out his duties as such servants which shall occur while such person is in or upon part of the building or arise from any accident or occurrence which shall happen while such person is in or upon any part of the building. Or in respect of any loss

or damage suffered or sustained by any person in consequence of such death or injury.

16. The School and their Officers, agents and servants shall not in any circumstances be responsible to the hirer or any other person for damage to or the loss, theft or removal of any property brought or left by any person (including the hirer) in or upon any part of the building (including the cloakroom) either before, during or after the period of hire and the hirer shall indemnify the School and their Officers, agents and servants against all claims, demands, actions and proceedings in respect of any such damage, loss, theft or removal or any loss sustained by any person in consequence of any such damage, theft or removal.
17. The hirer shall not in using any part of any building, without the previous consent of the Bursar:
  - a) Bring in, place or erect any furniture, fitting, erections or structures; or
  - b) Place or fix any additional or decorative lighting or any decorations, shrubs, plants, or similar things; or
  - c) Exhibit any advertisement other than on the boards provided for the purpose; or
  - d) Affix or secure any nail, hook, screw or other thing in or upon any part of the building; or
  - e) Move any furniture, fittings or pianos that may be kept in the building.
18. The wearing of stiletto heeled shoes or other footwear that may damage the floors is prohibited.
19. The School reserves unto themselves, the Bursar and all other Officers, servants, and authorised agents the right of entry at all times to every part of the building and the right to refuse admission to or remove from the building any person without stating any reason.
20. The hirer shall obtain all licences that may by law be required in connection with any entertainment that shall take place in the building during the period of hire. The terms and conditions of all licences issued in connection with the building or any part thereof or the use thereof or the sale of goods thereat or any entertainment thereat shall be observed and performed.
21. Functions held on Sundays must conform to the requirements of the Sunday Entertainments Act 1932, or any amending Act.
22. If the hirer shall fail to observe or perform in any respect the provisions of these conditions the School may without notice determine the hirer's rights. Such determination shall not release the hirer from any of his obligations under these conditions or affect any right or remedy which the School may have and the School shall be entitled to retain for their own use and benefit any monies paid by the hirer by way of deposit or otherwise. The School may also as a result of any breach of these conditions refuse or cancel any future letting to the hirer and the provision of Condition 4 relating to repayment of any monies paid shall not then apply.
23. Any notice required to be served under these conditions shall be deemed sufficiently so if addressed to the hirer at the address given in the form of application or to the School if addressed to the Bursar, The Manor Preparatory School and sent by ordinary letter post or delivered by hand.

### INSURANCE

24. The School has arranged an insurance policy for all hirers to protect their legal liability to pay damages arising out of claims for negligence brought by third parties in respect of death, bodily injury or damage to property. The indemnity limit is £1,000,000 and excludes the first £100 of each claim. Certain other exclusions also apply (particularly in respect of hire for the use of summer camps, holiday schools, fireworks displays and martial arts) for which hirers are requested to arrange their own cover. Copies of insurance cover notes covering specialist activities should be provided to the Bursar when confirming a booking. Full details of the cover provided by the School's policy and exclusions are available from the Bursar.

### ACCESSIBILITY

25. The School makes every effort to ensure that its premises may be used safely by people with disabilities but cannot guarantee that all facilities available for letting are suitable. Whilst we aim to make reasonable adjustments it may not always be practical or financially feasible to do so.

## THE PREVENT DUTY

26. In line with [The Prevent Duty \(June 2015\)](#), any organisations or individuals wishing to hire the School will be 'open source' checked where appropriate to confirm that they do not have any extreme or radical views.
27. The Manor will not permit its facilities to be let:
- By any organisation or people promoting extremist views.
  - For political rallies or demonstrations, excluding all Local, National Assembly, Parliamentary or European Parliamentary election activities.
  - For purposes which are illegal i.e. they are forbidden by law or unauthorised by official or accepted rules
  - For functions attended by people whose presence may cause civil unrest or division within the community
  - To an organisation or individual which has been banned by law
28. The Manor also reserves the right to cancel any booking where it considers:
- That such events may be contrary to the interest of the general public or contrary to any law or act of Parliament.
  - That such events propagate extremist views.
29. In order for The Manor to assess the risk of external venue hire in line with The Prevent Duty, the following factors will be considered upon booking to determine if it is appropriate:
- Establish what the The Manor's facilities will be used for and what type of event will be held.
  - Establish whether the name given is linked to any known extremist or illegal or extremist organisation
  - Request a copy of the programme details and names of any speakers
  - Request all contact details of the organiser (address, mobile, home and business contact number)
  - If the organiser is not a local resident, establish why they are holding an event in this area.
  - Ask the organiser if they have used any other venues in the country, if so contact the previous venue(s) to establish what the event was.
30. If The Manor are concerned with the answers provided by the organiser for the questions above, we will speak to our Designated Safeguarding Lead and if it is deemed appropriate, we will cross-reference the booking details with the web links and contacts below:  
<https://www.gov.uk/government/publications/proscribed-terror-groups-or-organisations--2>
- If we identify concerns, we will liaise with the Oxfordshire Prevent Co-ordinator for advice.
31. If the booking is identified as controversial, The Manor reserves the right to cancel. A record of the decision will be retained by The Manor for future reference.

## SAFEGUARDING

32. If the booking will involve using the venue to work with children or if it takes place during times when children are on site, the organiser must provide evidence to The Manor of their child protection and Safeguarding policy and procedures, as well as evidence of the training, Safeguarding checks and risk assessments they have carried out on their staff. In these instances, DBS checks on adults are mandatory.

The Manor will then confirm whether the booking can go ahead after reviewing that these records are in accordance with the requirements in the statutory guidance documents, 'Keeping Children Safe in Education' (2021) and 'Working Together to Safeguard Children' (2018).

The hirer must under no circumstances sub-let the facilities to another person or organisation.

In line with our Safeguarding procedures, no lettings will be made to persons under the age of 18. No lettings will be made to any organisation with an unlawful or extremist background.