

## 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. 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.
13. The hirer shall not assign or sub-let the right to use any part of the building granted by a confirmed booking.
14. 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.

15. 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.
16. 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.
17. The wearing of stiletto heeled shoes or other footwear that may damage the floors is prohibited.
18. 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.
19. 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.
20. Functions held on Sundays must conform to the requirements of the Sunday Entertainments Act 1932, or any amending Act.
21. 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.
22. 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.

### OUTSIDE ENTERTAINERS AND EQUIPMENT

23. If you are using an outside entertainer or hiring equipment (e.g. Bouncy Castles), please ensure that you have checked they have the necessary risk assessments and insurance as this does not fall under the schools' responsibility. Also, that you have had full instructions for operating any equipment and have been given ratios for numbers on equipment etc.

### ACCESSIBILITY

24. 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.