

These terms, together with the booking form to hire school accommodation shall constitute the contract between Altrincham College of Arts and the hirer.

1. Application

All applications for the hire of the premises must be on the form provided and (subject to clause 2 below) the person(s) signing the application shall be deemed to be the hirer. The School reserves the right to refuse any application without explanation.

2. Capacity of Hirer

Persons applying to hire School accommodation on behalf of unincorporated associations (e.g. clubs and societies), firms and companies shall:-

- i) disclose the fact on the booking form and indicate the name of the association, firm or company and its principle place of business or (in the case of companies) its registered office;
- ii) be deemed to have authority to enter into this contract on behalf of the association, firm or company and to bind it or as the case may be its partners, members and officers.

3. Pricing

The School has devised a level of charges for each of the areas available for hire and tariffs are available on request from the School Business Manager.

The School may revise the charges at any time without notice. The hire is made on the understanding that any increase or decrease in charges before the function date will be paid by the hirer or allowed by the School as appropriate.

4. VAT Charges / Exemption

VAT is charged at 20% on all single hire bookings.

To be VAT exempt you must be prepared to sign up for a series of lets which meets the following criteria:-

- the series is for 10 or more sessions at least 24 hours apart, but no more than 14 days apart
- each session is for the same activity
- each session is in the same place
- the person to whom the facilities are let has exclusive use of them during the sessions

- the facilities are let out to a school, club, association or an organisation which is an affiliated club, but not at a commercial enterprise
- the booking is invoiced monthly at the end of each calendar month

Letting out of sports facilities for non-sporting events is exempt from VAT, but other supplies of goods and services relating to the letting are standard rated.

5. Payment

Invoices will be issued at the end of the month that the letting takes place and payment will be due 14 days from the invoice date.

Failure to settle an account in full, within 14 days

- will require all future lettings to be paid in advance of the letting
- may result in the letting being declared void and the premises may be re-let to any other person by the School

6. Seating Capacity and Equipment

The hirer must ensure that the number of attendees do not exceed safe numbers at any time during the hire.

Gangways must not be interfered with in the interests of public safety. Entrances, exits, corridors and passageways must be kept clear of obstructions.

Seating, lighting and other requirements should be specified at the time of the booking. No responsibility will be accepted by the school should the hirer fail to do so.

It is the hirer's responsibility to ensure all their portable electrical equipment including DJ equipment must have a current electrical test certificate for use within the building.

The hirer is responsible for equipment in School or brought in to the premises. The School will not accept liability for any loss or damage attributable or arising out of the presence, use or condition of such equipment.

Storage for the hirer's equipment will not be provided by the School.

If it is agreed that the hirer can use any of the school's equipment then the hirer must ensure that staff/ service users receive any relevant training or instruction in its safe use.

Any devices that are in place to ensure the safety of persons, e.g. guards, should not be tampered with or removed.

The hirer must report any faults or defects relating to the premises or school's equipment, e.g. faulty doors, windows, toilets etc. to the Site Staff.

7. Cancellation by the School

The School reserves the right to cancel any hire at any time without notice and without assigning any reason. As much notice as possible will be given. In such circumstances, the School can accept no liability for any loss incurred as a result of such cancellation but would endeavour to try to rearrange any booking.

The School reserves the right to censor and cancel without liability or loss incurred as a result of such censorship or cancellation any play, sketch, lecture or any other performance or event.

8. Cancellation by the Hirer

In the event of the hirer wishing to cancel or failing to take up any period booked, the hirer shall be liable to pay 50% of the total hire charges if less than 7 days notice from the function date. If two or more cancellations are made then future lettings will be invoiced in advance and refunds will not be given for the hirer cancelling.

Hirer wishing to cancel a booking, should email the School Business Manager dtr@mail.altrinchamcollege.com

9. Refusal of Admission

The School reserves the right to refuse admission of any person to the premises and to require any person to leave the premises upon request by any authorised employee or agent of the School.

10. Performing Rights

No copyright dramatic or musical work can be performed unless the license of the owner of the copyright is obtained by the hirer. The charges include (where applicable) all payments in respect of the hirer liability under the Copyright Acts. The hirer shall indemnify the School against any infringement or copyright, which may occur during the hiring.

11. Indemnity and Insurance

The hirer agree(s) to indemnify the School against any actions, proceedings, claims, damages, awards or costs in respect of loss, damage, death or personal injury occurring during the period of hire.

The hirer should ensure their equipment / property is insured against accidental damage, loss or theft whilst on the school premises and it is not covered by the School Insurance.

The above indemnity must be covered by £5,000,000 Public Liability Insurance. Proof of such must be provided on return of the booking form.

12. Accident Reporting

If a member of your staff, a service user or visitor has an accident whilst on School premises and the cause of the accident is in connection with any equipment provided by the School or is as a result of the environment, e.g. slipped on wet floor, damaged floor etc., you must report this to the Headteacher or Site Staff as soon as possible, so that an accident form can be completed.

The Headteacher will carry out an accident investigation and (where necessary) remedial action will be taken to prevent a recurrence. The details of the accident may also be passed to the Council's Health and Safety Unit for information, in line with the accident reporting procedures. Any records will be kept in line with the Data Protection Act.

13. Fire Procedures

The hirer is responsible for informing staff, service users (including children where relevant) and visitors of the fire arrangements, and for ensuring their safe evacuation. The hirer must familiarise themselves with the layout of the School buildings – and in particular, fire exits, extinguishers and alarms etc. prior to the hiring taking place.

The hirer should ensure a personal emergency evacuation plan (PEEP) is drawn up for anyone with a disability or special need who may require assistance to escape in the event of a fire and for ensuring this is tested in the course of their fire drills.

If you suspect a fire please break the glass at the nearest call point and evacuate immediately outside the designated fire assembly point behind the Maths and Humanities block. The break glass should trigger the alarm response company to contact the Fire Brigade.

The hirer should ensure that at least two people who are not likely to be away at the same time are appointed to take charge of the fire register.

The hirer or their representative should check the register and inform the member of site staff on duty that all persons are accounted for (or if anyone is missing). If the site staff member on duty cannot be contacted then wait for the Fire Brigade and inform them of the situation.

Do not go back into the building for any reason. If signs of a fire are seen or smelt, the ring 999.

It is better that they are informed multiple times rather than not at all.

14. First Aid

The hirer is responsible for providing first aid arrangements (including sufficient trained first aiders) and first aid equipment.

15.Welfare Arrangements and General Housekeeping

The School will provide the hirer with details of the location of toilets and drinking facilities. The hirer is responsible for ensuring:

- staff, service users and visitors of the welfare arrangements and of the School's No Smoking Policy
- kitchen and food areas are cleaned and wiped down after use
- any spillages are cleaned up immediately
- rooms are left clean and tidy, and any furniture stored in its original location at the end of each session
- all lights are turned off, doors and windows are closed

16. Risk Assessments

The hirer is responsible for ensuring risk assessments are carried out for the activities prior to the hire taking place and for providing the School with any relevant information, that may affect the activities carried out on School premises or for other users of the building.

If as a result of the risk assessment, the hirer feels that the facilities are not suitable for the purpose, then they should not hire the premises.

17.Damage to the Premises

It is the hirer's responsibility to protect the premises during the period of hire. If any damage occurs or is sustained during the period of hire (other than damage or destruction, which in the opinion of the School, could not reasonably have been prevented) the hirer shall forthwith indemnify the School against the same and in particular but without prejudice to the foregoing:-

- i) the hirer shall ensure that no nails, screws etc. are driven into any part of the premises

- ii) the hirer shall ensure that no French chalk, wax powder or crystals are applied to any dance floor
- iii) the premises must be left in a clean and tidy condition. Any equipment used (subject to permission) must be returned to its original position

18. Preservation of Order

The hirer shall not permit any drunk and disorderly conduct to take place on the premises. No unlawful gaming shall take place on the premises and the distribution of cash prizes or any announcement thereof is strictly prohibited.

19. Access to the Police and School Officers

The School reserves the right of entry to the premises at any time during the hire for the Manager and other authorised employees or agents of the School and Police Officers who shall have full power to enforce these conditions and preserve peace and good order.

20. Advertisements

Except with prior written consent of the School:-

- i) no advertising of a commercial nature shall be permitted at the premises
- ii) no advertising matter shall be placed on the exterior of the premises except on the day of the event and in any case, advertising only the event that is taking place, approved by the School and must be removed immediately after the event.
- iii) the hirer should before publishing, distributing or exhibiting the same, submit to the School for approval, a copy of all notices and tickets to be used in connection with the hiring.

21. Compliance with the School's Requirements

The hirer must comply with any requirement imposed by the School in writing to prevent damage to the premises, disturbance to residents or for any other reason. This agreement may relate to more than one hiring. If this requirement is not observed under this clause, on the occasion of any other such hiring, the School can review and if necessary, limit the scope or refuse any hiring which has not yet taken place, without paying compensation to the hirer.

22. Exclusion Clause

In addition to any matter or thing liability for which is excluded or restricted by any other condition, the School is not responsible for:-

- i) any article brought onto or left in any part of the premises
- ii) theft, loss or damage to any vehicles parked in any car park provided

23. Car Parking

It is the hirer’s responsibility to ensure that people attending the premises comply with the School’s conditions for car parking to ensure that such people park in a considerate manner without causing inconvenience to others.

24. Piano Tuning

Pianos are tuned on a regular basis. Should the hirer need additional tuning, this can be arranged for an additional charge.

25. Agreement as Contractual Only

No part of the contract between the School and the hirer shall create any right of the property and the interest of the hirer in the premises is a contractual licensee only.

26. Emergency Contact

The emergency contact telephone number for the site staff are:

Andy Mee	07572 321353
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These numbers should only be used in the event of an emergency.

I agree to abide to the School’s terms and conditions

Name (please print)

Signature

Date.....