



## Conditions of Hiring Facilities

1. The person making the application for the hire of the premises shall be deemed to be the hirer for the purposes of these conditions and reference to the hirer throughout these conditions shall be construed accordingly.
2. Any reference in these conditions to the "authorised officer" shall mean the Sports Activator or the Sports Co-coordinator.
3. Application for the hire of the facilities must be made to the authorised officer on the official application form and delivered to the authorised officer at least fourteen days before the proposed date of hiring, except in circumstances approved by the Sports Co-coordinator.
4. The account for use of facilities should be paid in full
  - i) within seven days of receipt of the official invoice.
  - ii) at the reception desk immediately before the period of hire.

The hirer will be liable to pay the total hiring charges if the booking is cancelled by him/her except if the cancellation occurs more than fourteen days prior to the date of the booking.
5. No event shall be publicly announced or advertised to take place on the premises until the application has been confirmed in writing by an authorised officer.
6. The Hirer shall ensure that the premises are cleared of members of the public by the time stated on the hire form and that the premises are left in a tidy and orderly condition at the end of the period of hire.
7. The Hirer shall be responsible for and shall repay, to the Eckington School on demand, the cost of replacing or repairing any part of the sports centre or any property in or upon the sports centre which shall be damaged, destroyed, stolen or removed during the period of hire. Any damage or loss should be reported to the responsible person on site immediately it is known to have occurred.
8. The hirer shall indemnify the Eckington School against all actions, claims, damages, costs, demands and expenses in respect of loss of or damage to goods or death, injury to persons on the premises or entering or leaving the same, in connection with the purpose for which the building or premises is hired, howsoever occurring or caused, which may be brought or awarded against, suffered, sustained or incurred by the Eckington School and occurring or arising during the time the building is being used or prepared for use by the hirer. Provided always that this indemnity shall not extend to any loss, damage or injury as aforesaid caused solely by the negligent act or default of Eckington School, its employees or agents.
9. The Hirer shall indemnify Eckington School against all claims, demands, actions and proceedings in respect of any infringement of copyright of any unauthorised performance or use of record apparatus or contrivance by themselves or their agents.
10. The authorised officer shall specify the maximum number of persons who will be permitted to use the sports hall, or any part thereof, for any purpose. Eckington School's authorised officers and staff shall at all times have immediate right to enter the premises and instructions must be given by the hirer to his/her staff to permit their immediate admission. Eckington School also reserve, to the authorised officer, a right to refuse admission to, or remove from, the sports hall any person without stating any reason thereof.
11. The Hirer must ensure that all passages, courts, ramps etc to which the public have access and which lead to outside areas shall at all times, when public are on the premises, be kept free from obstructions.

12. Authorised officers of the fire service shall have free access to all parts of the premises at any time when a booking is in progress.
14. Subject to the provision of Section 2 of the Unfair Contract Terms Act 1977, Eckington School will not be responsible for any accident to persons using the premises and/or car park.
15. Gambling of all and/or any kinds is strictly prohibited within the premises and persons offending against this rule shall be forthwith expelled from the premises by the hirer and in default any authorised officer of Eckington School may expel such persons.
16. Any scenery, draperies, properties or decorations brought into the sports centre shall be either inherently flame retardant material or be rendered so and maintained in this condition. Highly inflammable and readily ignitable materials such as paper, celluloid or cotton wool shall not be used.
17. **Health and Safety:** As hirer, it is your responsibility to nominate a Responsible Person on site who must know how many people are in attendance at any time. In the event of an emergency evacuation, your organisation will be required to confirm that no-one is left in the building. This routine may save lives and must be adhered to.
18. **Insurance Conditions:** The Hirer shall be liable for an additional charge, being 10% of the total cost of hire for insurance, which will provide Third Party Liability cover. Exemptions to this clause are only permissible where the Hirer issues the sports hall with a copy of their organizations Public Liability insurance and permission is given in writing by the proper officer.
19. The fees and charges for use of any part of the sports hall or its facilities shall be as agreed at the time of booking. Eckington School reserve the right to vary these charges and make hirers aware of annual price revisions every April, which may affect their charges.
21. The responsible officer may, at his/her discretion, without the payment of any compensation, cancel any facility previously booked by an organisation/hirer, provided the said organisation/hirer is notified in writing at least seven days in advance of the proposed cancellation.
22. Eckington School, through its authorised officers, reserves the right to refuse any application without giving any reason for such refusal or to cancel any engagement which they consider likely to be objectionable or in any way detrimental to the letting of the sports hall and Eckington School shall not as a result of the exercise of this right to cancel any arrangement incur liability for any breach of contract. Any fees paid in such circumstances will be refunded, but Eckington School will not be held to be liable for any other expenses incurred by the hirer either directly or indirectly resulting from such cancellation or prohibition.

For further information contact:

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