

Terms & Conditions

PRIMARY TERMS AND CONDITIONS OF HIRE

IMPORTANT – PLEASE READ THIS BEFORE YOU SIGN YOUR BOOKING FORM

Our intention is for you to enjoy your event and to ensure that both you and subsequent visitors to the School receive a consistent level of facilities and service. Therefore our booking terms and conditions are designed to protect your interests and those of the School, failure to observe these rules may result in financial penalty.

1. **Hirers agree to take full responsibility for themselves and their guests noting that any damage, loss or breach of rules by any person (e.g. bringing alcohol on to the premises without permission) may incur early closure of the event and/or loss of refundable deposits.**
2. a) All remittances must be made payable to The High Arcal School.
3. b) Applications will not be accepted from persons under the age of 21.

4. DEPOSIT:

All deposits must be made at the time of booking and are non-refundable. The Hirer is responsible for the full cost of any damage or loss which is NOT limited to the value of the deposit paid. Additionally the booking form will show your event start and finish times which will be charged at the appropriate rate.

In respect to Dance functions the use of chalk and similar substances is not permitted on floor surfaces. Whilst specialised dancing shoes are not excluded users should ensure that such shoes are properly maintained, any permanent damage to flooring surfaces will be charged for at cost of repair.

CURRENT DEPOSIT CHARGES:

All applications for Hire of 4 hours or more require a deposit of £60.00. For all other times a deposit of 25% of the hire charge is required.

5. Refundable deposits will be reimbursed within two weeks of your event date.
6. Bookings may be made on a provisional basis; however the School reserves the right at any time to cancel such bookings. A booking will be considered firm only when written confirmation has been received from the School and all appropriate deposit charges have been paid.
7. **Payment in full** must be made not less than **7 days prior** to the event date. Failure to do so within this period will be taken as a cancellation of the booking.
8. Cancellations notified in writing to the Bursar may qualify for return of deposit monies already remitted in the following circumstances:
All cancellations will be subject to £10.00 Administration charge.
Notice received at least 35 days prior to the event - 50% Deposit Refund.
Notice received at least 28 days prior to the event - 25% Deposit Refund.
All other cancellations - Deposit fee non-returnable.

9. Alcohol: Hirers are NOT permitted to bring alcohol or soft drinks onto the premises under any circumstances other than those stated below:

- a) If your event requires licensed bar facilities you will need to obtain the appropriate Magistrate's licence and conform to any by-law with regard to its use.
- b) The normal bar closing time will be 11.30pm, although other arrangements may be possible. However, the bar closing time will always be at least one hour prior to event closure.
- c) You will be permitted to bring soft drinks (non-alcoholic) on to the premises only when no licensed bar facility is provided.

NB. CONTRAVENTION OF THIS RULE COULD RESULT IN THE STOPPAGE OF THE FUNCTION AND / OR LOSS OF DEPOSIT. PERSONS UNDER THE AGE OF 18 ARE PROHIBITED FROM CONSUMING INTOXICATING LIQUIDS ON THE PREMISES UNDER ALL CIRCUMSTANCES.

10. **No Smoking:** Smoking is not allowed anywhere within the School grounds.
11. The School reserves the right to refuse any application without indicating its reason(s) for such refusal.
12. The School reserves the right for its Representative to enter and be present at any function held on the premises. The premises may only be used for the purpose specified in the application form. In the event of its being used by the Hirer or his agents for other purposes, or if these conditions of letting and any other reasonable requests made by the School's Representative are not complied with, the School's Representative may immediately terminate the hiring and close the premises. The deposit fee will not be returnable in such circumstances. The Hirer shall not sub-let the premises.
13. No person shall interfere with the premises or drive nails or screws into any part of the premises. The Hirer shall not erect decorations without the prior permission of the School's Representative. No unauthorised heavy curtains or scenery should be hung from the theatre scenery poles.
14. No alterations shall be made to the gas, electricity or water supplies at the premises. No additional lighting, engines, candles, confetti cannons or substances of an inflammable or explosive character or likely to cause offence by reason of smoke, smell, fumes etc., shall be taken into the premises by the Hirer or his agents without the consent of the School's Representative.
15. The premises shall be kept properly illuminated to the satisfaction of the School's Representative at all times during the period of the hiring. Standards of proper illumination shall be judged by the School's Representative during the course of the Hiring.
16. Hire of the facilities excludes use of and connection to the in-house sound system except when prior permission has been given by the School's Representative and is supervised by him/her.
17. The operation of any amplification equipment or similar instrument, however amplified, shall be only carried out with the consent of the School's Representative and as agreed at the time of the booking. If such consent is given, by-laws relate to the prevention of nuisance by the use of such equipment and the School's Representative may require the sound from such equipment to be reduced to an acceptable level. In the event of non-compliance with this condition, the School's Representative shall forthwith prohibit the use of such equipment and may terminate the hiring and close the premises.
18. For some hires a safety audit may be carried out on the activity proposed, all hirers must sign to say they have received a safety awareness briefing in this circumstance.
19. Hirers must not exceed the maximum persons capacity: Hall, 500 for a standing reception, 300 for a seated performance, 150 for dinner dances and discos; The Gym, 120 for standing receptions, 100 for seated performances, 80 for dinner dances and discos; or such other capacity as the School, Fire or other authorities may require.
20. Hirers undertaking any sporting activity within the School grounds must adhere to the codes of practice of their sport. The School's Representative shall be entitled to restrict or prohibit use of the outdoor sports pitches if in his opinion the conditions are not suitable for play or for any other good reason. Only the correct designated pitches shall be used. The Headteacher's decision as to weather conditions and use of the playing fields is final.
21. No children must be left unsupervised in the buildings or any other area of the School grounds.
22. The School, through its Representative, reserves the right to refuse admission to any persons to the premises. The School's Representative shall have the right to expel any drunken or disorderly person.
23. The Hirer or his agent must contact the School at least seven days in advance of the hiring to ensure that adequate arrangements are made regarding equipment, furniture, seating plans etc.
24. Hirers may, if desired, provide their own cold self-catering. Hirers wishing to provide their own hot catering will need to inform the Schools Representative of proposed arrangements and obtain prior written approval. The Hirer will need to ensure that their chosen caterer carries appropriate insurance and are registered with their local Environmental Health Department. The Hirer must at all times be aware of and accept responsibility for the Health & Safety of all their guests.

25. **The premises will be left clean and in good order and must be vacated no later than the time booked. The hirer will reimburse any costs incurred by the School in cleaning the premises after the hiring necessary to ensure that the premises are sufficiently clean for School use. Any damages caused by the hirer of the facilities will be charged.**

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THE HIGH ARCAL SCHOOL – SUPPLEMENTARY TERMS AND CONDITIONS OF HIRE

In these terms and conditions 'the School' means The High Arcal School and 'the Hirer' means the person(s) or corporate body making application for hire of the premises.

Application for the use of the School's premises, or part thereof, must be made on the official application form obtainable from the School, to where the completed application form and deposit should be returned.

Hiring charges are shown on a separate list obtainable from the School and are subject to annual review from 1st September each year and at any other time at the discretion of the School.

No advertising notice is to be displayed on any part of the School except with the prior permission of the School's Representative and then only on the approved notice boards.

(a) The number of persons admitted to the accommodation shall not exceed those approved under the Licensing Authority and it is the Hirer's responsibility to ensure that this information is obtained from the School.

(b) Regulations with regard to Fire Precautions and Safety of the buildings must be adhered to.

- The Hirer shall indemnify the School by insurance for special risks arising out of the use of the premises by the Hirer.
- The School may engage at the expense of the Hirer such a number of Police as they think fit to assist in keeping order in the building.
- The Hirer shall employ sufficient attendants to maintain good order during the hiring and shall not allow any drunkenness, disturbance or disorder. Any person who appears to be under the influence of drink or drugs or who creates a disturbance or behaves in a disorderly or indecent manner shall forthwith be expelled from the premises by the hirer or by the School's Representative or other authorised officers of the School. Where the audience is composed of children, the hirer shall comply with the provisions of the Children's and Young Person's Act 1933, and particularly Section 12.
- The School will under no circumstances accept responsibility or liability for any damage to or loss of any property, articles or things whatsoever placed or left upon the premises or any part thereof by the Hirer.
- The School reserves the right to cancel at any time arrangements which they consider to be objectionable or in any way detrimental to the letting of the building. Where the engagement is cancelled by the School under this sub-clause the School will repay all charges paid in advance by the Hirer, but the Hirer will be entitled to no other payment or compensation whatsoever.
- The School further reserves the right, such right not to be exercised unreasonably, to cancel at any time any engagement if it is found that the centre is required at the same time for School purposes. In these instances a refund for hiring fees will be paid.
- No work of any kind may be performed in the centre which will infringe any copyright.
- Sub-letting is not permitted and the premises shall only be used and advertised for the purpose and in the name of the hirer.
- Neither the School, nor any Authorised Officer or servant of the School, shall in anyway be liable in respect of any damage which may be suffered by the Hirer through any defect in the premises or any act or omission of the School, their servants or agents.
- The Hirer shall indemnify the School against all claims or demands arising through the condition of the premises or act or omission of the School, their servants or agents, where such claims or demands relate to the period during which the premises were occupied by the Hirer.
- The Hirer shall comply with all reasonable requests of the School's Representative or other authorised Officers of the School who shall be deemed to be the agents of the School in respect of the premises and the users thereof during the period hire.
- At all times during which any premises is used for a performance or entertainment where the audience is seated the following notice shall appear on every programme: - All gangways, passages and accesses shall be left entirely free from chairs or other obstruction, and no person shall be allowed to sit or stand during any performance or entertainment in such gangways or passages. The public shall be permitted to leave by all exit and entrance doors after each performance or entertainment.