

## **CONDITIONS OF HIRE**

### 1. APPLICATION

All communications for the hire of Premises must be returned to the Head Teacher/Centre Manager on behalf of Gloucestershire County Council [“ the Manager” ] who may call for more details before the hiring is permitted

### 2. APPLICANT

The Applicant who signs this Form must be over 18 years of age and shall be responsible for all payments and terms of hire

### 3. FEES AND DEPOSIT

- 3.1 The hiring fee and any deposit shall be paid to the Manager at the time of booking
- 3.2 Special arrangements may be made for payment for multiple bookings at the discretion of the Manager
- 3.3 The deposit will be used towards making good any damage connected with the hiring and any balance will be returned to the Applicant. Paying a deposit does not limit liability of the Applicant.

### 4. CANCELLATION

- 4.1 In the event of cancellation by the Applicant the hiring fee may not be returned. Any unused balance of deposit will be returned to the applicant.
- 4.2 Cancellation notice for all block bookings is 7 days or charge will still apply

### 5. PERMISSION TO USE THE PREMISES

The Applicant may use the Premises for the purposes stated above and no other purposes on payment of the hiring fee and the terms of this permission

### 6. APPLICANTS UNDERTAKINGS

The Applicant shall:

- 6.1 be responsible for the Premises and the behaviour of all persons connected with the hiring and their car parking arrangements so as to avoid any obstruction
- 6.2 take all precautions for the safety of all persons entering/using the Premises during the period of hire
- 6.3 prevent the Premises being used in such a way which does or may cause a nuisance or annoyance to others in the vicinity
- 6.4 prevent damage to any part of the Premises which includes but is not limited to any decorations furniture fixtures and fittings building fabric and be liable for any damage to the Premises connected with the hiring
- 6.5 in the event of any damage to the Premises connected with the hiring to pay to the Manager on demand the costs of any such repair and any loss of income resulting from the Premises not being used which is attributable to the damage
- 6.6 not move or alter or add to any furniture or equipment or electrical or heating or lighting systems at the Premises without the prior agreement of the Manager

- 6.7 prevent the consumption of alcohol and gambling and gaming on the Premises unless the prior written approval of the Manager has been obtained and all legal requirements are met in full
- 6.8 obtain any necessary consents and comply with all regulations connected with the permitted use of the Premises (for example, copyright, performing rights licensing and gaming laws fire and health and safety requirements)
- 6.9 indemnify the Manager and Gloucestershire County Council from and against all actions proceedings costs claims and demands or other liability which may arise in any way whatsoever in connection with the hiring or in connection with any breach of the terms of this permission provided that such indemnity shall not apply to the extent that such actions proceedings costs claims and demands or other liability are directly caused by the acts or omissions of the Manager or Gloucestershire County Council or their employees servants or agents (but not contractors). The Applicant confirms that s/he is insured in the minimum sum of £2 million in support of this indemnity and if required will, on demand, produced to the Manager evidence of such insurance. Failure to produce satisfactory evidence of such insurance may result in cancellation at any time of the hiring by the Manager in which case any unused deposit will be returned but the hiring fee may not be returned. In this event the return of any unused deposit shall be the limit of Gloucestershire County Council's liability.
- 6.10 prevent smoking on any part of the Premises if smoking is prohibited
- 6.11 if required by the Manager leave the Premises in a clean and tidy condition and securely locked
- 6.12 observe any security requirements for the use of the Premises as the Manager may specify

7. GENERAL

- 7.1 The Manager gives no warranty that the Premises are legally or physically fit or suitable for the Applicant's purposes and the Applicant must satisfy him/herself as to its suitability
- 7.2 The Manager and all persons authorised by the Manager has the right to enter the Premises at all times
- 7.3 The Manager reserves the right to cancel this hiring (or some part of it) without notice in the event of the Premises being rendered unfit or unavailable for use. In that event the Applicant shall be entitled only to a refund of the hiring fee and any unused deposit and the refund shall be the limit of liability for such a cancellation
- 7.4 This licence is personal to the Applicant and may not be transferred
- 7.5 The hiring does not grant any interest or estate in the Premises
- 7.6 Cancellation notice for all block bookings is 7 days or charge will still apply

I, accept the above terms of hire

SIGNED.....[Applicant]

Date.....