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Lettings Policy

STANDARD CONDITIONS OF HIRE BLACKBURN WITH DARWEN BOROUGH SCHOOLS

If the Hirer is in any doubt as to the meaning of the following, the SCHOOL should immediately be consulted. For the purpose of this document reference to the COUNCIL is to Blackburn with Darwen Borough Council and includes the Director of Education & Lifelong Learning or his nominated officer. Reference to the SCHOOL is to Newfield School, Old Bank Lane, Blackburn. Note that this document contains eight (8) pages the last of which is that to be signed by the Hirer and the witnessing officer of the SCHOOL. If any pages are missing or incomplete you are advised not to sign the document or complete any other related booking forms.

1. Supervision

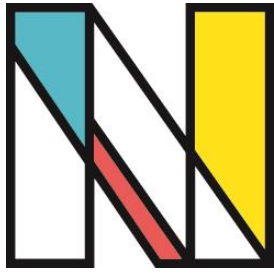
1.1 THE HIRER will during the period of this hiring agreement, be responsible for supervision of the premises, the fabric and the contents; their care, safety from damage however slight and the behaviour of all persons using the premises whatever their capacity; including proper supervision of car parking arrangements so as to avoid obstruction of the highway.

1.2 The HIRER is responsible for ensuring that appropriately qualified persons are in attendance at all times whenever necessary for the purpose of the activity of the hire.

2. Use of Premises

Note: For the purpose of this agreement the definition of "Premises" includes both buildings, and the outdoor recreation areas, where applicable, which are hired out under the conditions of this agreement (see attached plan), where such premises are owned or managed by the SCHOOL and/or the COUNCIL.

2.1 THE HIRER shall not use the premises for any purpose other than that described in the booking form and shall not sub-hire or use or allow the premises to be used for



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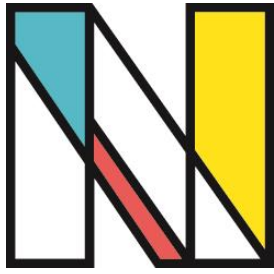


any unlawful purpose or in any unlawful way nor do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof nor allow the consumption of alcoholic liquor on the premises without written permission of the SCHOOL.

2.2 Where the SCHOOL deems it necessary the HIRER may be required to meet with its representative at the hire venue to discuss matters such as emergency procedures, risk assessments, first aid requirements, car parking arrangements, use of equipment, monitoring and maintenance of appropriate numbers of people at the venue, etc and any other matters as necessary.

2.3 Where the hire includes the HIRER or persons under the HIRER's supervision using SCHOOL equipment (e.g. Moving & Handling Hoists) as part of the booking agreement those persons must use such equipment in the manner specified in the manufacturer's guidance documents/manuals, access to which will be provided by the SCHOOL. Any SCHOOL equipment provided for use of specific children (e.g. slings for the hoist, wheelchairs, walking frames, buggies) must ONLY be used for the named child. At no time should this equipment be used for any other child. On the first day of hire, the Hirer will sign an agreement to indicate that they have checked all the equipment is in good working order. At the end of the hire, a SCHOOL representative (e.g. the Site Supervisor) will check the equipment & sign to indicate that it is still in good working order. The Hirer must immediately report any failure, damage to or loss of any equipment belonging to Newfield School to the Premises Manager, or the Site Supervisor, or their authorised deputies.

2.4 All booking times must consider and include preparation time and clearing up/away time. Where the HIRER exceeds the agreed booking time they will incur additional charges relevant to the fees for those room(s) to the amount of one additional hours fee for the first hour or part thereof of time exceeded, continued and repeated into the second and subsequent hours or parts thereof until the hire is completed. Unless you have asked for and been given approval in advance to an extension of hours by an authorised officer of the SCHOOL, the hire will only be permitted at the venue between the start and end times shown on the booking form.



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2.5 At the discretion of the SCHOOL a minimum number of SCHOOL staff may be specified relevant to the nature of the activities of the hire and the numbers of people attending and the venue itself. Where this requires attendance of additional staff over and above the typical allocation for that facility on that particular day and time such costs will be added to the standard booking fees. Where such additional costs are to be levied the HIRER will be notified of the amounts at the time of booking.

2.6 The HIRER will at all times where relevant ensure that the hire does not interfere with other users or groups attending the premises at the same time and that due consideration to others is given, having particular regard to the character of the area.

3. Regulations

3.1 THE HIRER shall comply with all the conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, Local Magistrates' Court or otherwise, particularly in connection with any event which includes public dancing or music or other similar public entertainment.

3.2 You must ensure that hire activities are conducted in accordance with English Law. Without limiting this obligation, the Hirers attention is drawn to obligation to adhere to: -

3.2.1 the Race Relations Act 1976

The Act makes it illegal to discriminate on racial grounds. The activity must ensure that every individual is treated fairly irrespective of their race, religion or nationality.

3.2.2 the Race Relations Amendment Act 2000

The Act extends the 1976 Act to the Police and other public authorities. The Hirer must ensure that the 1976 Act is followed by everyone organising the hire activity in taking any measures to supervise or safeguard the hire activity.

3.2.3 the Public Order Act 1986 (and in particular Part III)

Part III of the Act makes it illegal to commit any act or use any words so as to incite or stir up of racial hatred. Hirers must not permit at their activity the use of any words or



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behaviour, or the display or distribution of any written material which is likely to incite racial hatred.

3.2.4 the Human Rights Act 1998

The Act gives effect to the rights and freedom guaranteed under the European Convention on Human Rights. Hirers must ensure that in carrying out their activity that they do not act in any way that is incompatible with those Human Rights.

3.2.5 the Crime and Disorder Act 1998

Any acts committed which are racially aggravated or which result in crime or disorder, are an offence under the Act. Hirers must ensure that their activities do not engage in any activities that are likely to result in crime or disorder or anti-social behaviour.

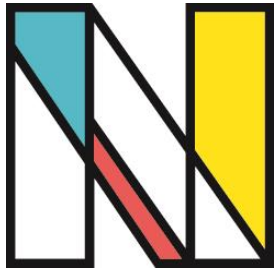
3.2.6 the Occupiers Liability Acts 1957 and 1984

For the purpose of the Occupiers Liability Acts 1957 and 1984, the Hirer undertakes to act as the Occupier of the land for the duration of the event. **The two Acts make the Occupier liable for injury suffered by any persons or damage resulting to goods due to the state of the land or things done or omitted to be done there. The Hirer must ensure that in organising and running their activity they do not cause injury to any person or goods.**

3.3 All conditions and regulations made in respect of the premises can be inspected on request. The HIRER will at all times assist SCHOOL staff in the execution of their duties where compliance with SCHOOL protocols requires their involvement. Such things will include the completion of accident/incident report forms, notification of damages, participation in actual or simulated evacuations/fire drills, etc.

3.4 Health and Hygiene - The HIRER shall, if preparing or selling food observe all relevant food health and hygiene legislation and regulations.

3.5 The HIRER will not bring onto the premises any substances that are highly flammable, toxic, explosive, corrosive, poisonous, or similar materials (including substances stored under pressure), or any other substances which may affect the health and safety of persons using the facility, without permission from the SCHOOL and then only where all licenses, regulations and appropriate safety measures have



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been undertaken. The HIRER maintains responsibility for monitoring the actions of participants in the hire activity under their charge to ensure no such materials are brought onto the premises by them during the course of the hire.

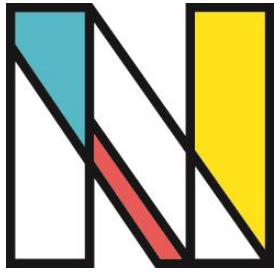
Explicitly, the discharge of fireworks is strictly prohibited – failure to comply with this regulation will result in the instant termination of the hire agreement and the closure of all activities there.

3.6 The HIRER understands and accepts and agrees to comply with the regulations under which SCHOOL Staff are instructed to deliver private hire services through the SCHOOL facilities.

3.7 ACCIDENTS AND DANGEROUS OCCURANCES - The HIRER must report all accidents involving injury to the public to the Premises Manager or the Site Supervisor, or their authorised deputies, as soon as possible. Any failure of equipment belonging to the SCHOOL must be reported to the Premises Manager or the Site Supervisor, (or his authorised deputy), as soon as possible. The Hirer is responsible for the behaviour of all persons using the venue as part of their activity and must pay the SCHOOL for any damage they do. Recovering this cost from the people who actually did the damage will be the Hirer's responsibility.

3.8 ANIMALS - The HIRER shall ensure that no animals (including birds) except guide dogs are brought into the premises, other than for a special event agreed in advance by the SCHOOL. And no animals whatsoever are to enter the kitchen at any time.

3.9 COMPLIANCE WITH THE CHILDREN ACT 1989 - The HIRER shall ensure that any activities for children under eight years of age comply with the provisions of the Children Act 1989 and that only fit and proper persons have access to the children. Specifically those working with unsupervised access to children must satisfy the SCHOOL that satisfactory disclosures have been obtained for such persons via the Criminal Records Bureau. The potential hirer is required to provide written confirmation that any and all persons employed or used by the organisation, paid or unpaid, who are required to do so in relation to the activities to be undertaken as part of the private hire, have a Criminal Records Bureau Disclosure at an appropriate level, which is less than 2 years old at the date of application for the private hire, which has been assessed



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and accepted by a person or persons in authority from your organisation, who deems them suitable to work in a position of trust. At the discretion of the SCHOOL, your application for private hire may be refused by failure to comply with this condition.

Written confirmation of the above should include your organisation's name and full address, the names of each person required to hold a Disclosure, the level they hold, and the date they received it.

Where your organization's activities as part of the private hire do not require persons employed or used by the organisation, paid or unpaid, to hold a CRB Disclosure you are required to confirm this in writing also.

3.10 The HIRER shall ensure that the minimum of noise is made on arrival and departure.

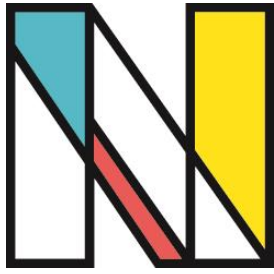
3.11 The HIRER must, if requested, produce for inspection any Health and Safety documents, such as risk assessments, site plans and method statements.

3.12 The HIRER must get permission for use of a loudspeaker or similar sound-amplifying device from the authorised SCHOOL officer, in advance of the hire date.

3.13 The HIRER must give a list of the names of all stallholders and the types of stall they will run to the authorised officer of the SCHOOL, in advance of the hire date.

3.14 The HIRER must give a list of any speakers, which also lists the topic each will address, to the authorised officer of the SCHOOL, in advance of the hire date.

3.15 The HIRER must not permit any stall or speaker for which approval has not been given to take part in the hire activity at the venue. If the HIRER allows such stall or speaker the SCHOOL may shut down the hire activity without paying the HIRER any compensation.



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4 Decorations and Advertising

4.1 No alterations to the structure, fittings, decorations or furnishings of the premises are to be made.

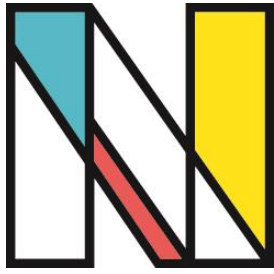
4.2 The HIRER must obtain approval from the SCHOOL for any advertising / promotional literature in relation to the hire prior to its distribution. The SCHOOL retains the right to request alteration to such materials necessary to comply with any relevant conditions and regulations, failure to comply may result in termination of this agreement. The HIRER shall not permit fly posting or any form of unauthorised advertisements for any event taking place at the premises and shall indemnify the SCHOOL accordingly against all action claims and proceedings arising from any breach of this condition.

4.3 To this end no photographs, placards, bills, advertisements or notices are to be displayed inside or outside any part of the premises except with the previous written consent of the SCHOOL and then only in such positions as may be separately approved.

4.4 In respect of 4.3 above no photographs, placards, bills, advertisements or notices are to be affixed to any wall or fence in or enclosing the event area, to or upon any tree or plant, to or upon any part of any building barrier or railing, or any seat or any other fixture, signpost, lamppost or ornament, in or near the venue and which belongs to the SCHOOL or the COUNCIL.

4.5 The Hirer must not permit fly posting or any form of unauthorised advertisements for their hire activity. The Hirer must pay the SCHOOL the full cost of all action, claims, legal proceedings or works the SCHOOL has to have done arising from any breach of this condition.

4.6 You must obtain approval from the SCHOOL for any promotional / advertising literature in relation to the event prior to its distribution. The SCHOOL has a right under these terms and conditions to request alteration to such materials where this is required to comply with the SCHOOL'S policies and/or legal duties. If you do not comply, the SCHOOL may terminate this agreement.



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5 Electrical Equipment

5.1 No lighting, heating, power or other electrical fittings or appliances in the premises are to be altered, moved or interfered with in any way.

5.2 No additional lighting, heating power or other electrical fittings or appliances are to be installed or used without the prior written consent of the SCHOOL. All electrical equipment provided by the HIRER for use in the premises must comply in all respects with:-

The Electricity at Work Regulations 1989.

British Standard BS 7671 OF 1992. (Institute of Electrical Engineers Wiring Regulations 16th Edition) and all revisions and amendments thereto.

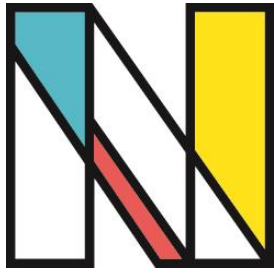
All appropriate test certificates must be produced for Inspection.

5.3 The SCHOOL reserves the right to refuse permission to connect any item of equipment to the premises' fixed wiring system without reason being given.

6 Indemnity

6.1 THE HIRER shall indemnify the SCHOOL for the cost of repair of any damage done to any part of the premises including the curtilage thereof or the contents of the premises which may occur during the period of the hiring as a result of the hiring provided that such cost shall be limited to the amount of loss which is not recoverable by the SCHOOL under the SCHOOL's subsidising policy of insurance.

6.2 THE HIRER shall indemnify the SCHOOL in respect of any claim or action arising out of any breach of copyright in respect of any performance of any literary, dramatic or musical work, which takes place or is given on the premises during the period of the hiring.



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7 Entry to Premises

7.1 THE HIRER shall permit the SCHOOL to enter the premises at any reasonable time without prior notice to ascertain whether the terms of this agreement have been complied with or for any other lawful purpose.

8 Termination

8.1 Should the hirer fail to observe or perform the provisions of this Agreement the SCHOOL reserves the right to terminate the Agreement immediately and the HIRER may be required to immediately vacate the premises. Such termination shall not release the HIRER from the obligations to the SCHOOL in respect of this hire agreement and the SCHOOL shall be entitled to retain for its own use any deposit paid or sue for the balance of monies owing.

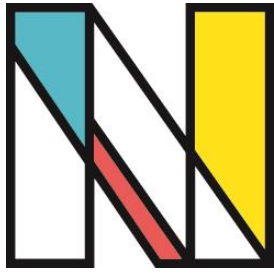
9 Injury to Persons and Loss of Property

9.1 The SCHOOL will not be liable for the death of or injury to any person attending the premises for the function the subject of the hiring or for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the HIRER in the exercise of the rights granted by the Agreement except where such death, injury or loss is due to the negligence of the SCHOOL.

9.2 The SCHOOL will not, under any circumstances, accept responsibility or liability in respect of any damage to or loss of any goods, articles or property of any kind, brought into or left at the premises either by the HIRER for his own purposes or by any other person, or left or deposited with any officer or employee of the SCHOOL.

10 Cancellation by Hirer

10.1 Cancellation by the HIRER must be given to the SCHOOL no less than eight days prior to the hire date. Where notice of cancellation is given less than eight days prior to the hire date, any waiver of the hire fee shall be at the sole discretion of the SCHOOL.



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11 Requirements at end of Hiring Period

11.1 THE HIRER must ensure that the premises are vacated at the agreed time on the booking form. If additional time is required the hirer should seek approval from the SCHOOL at least 48 hours before the hire date.

11.2 THE HIRER shall be responsible for leaving the premises and the surrounding area in a clean and tidy condition, properly secured and any contents temporarily removed from their usual positions properly replaced, otherwise the SCHOOL shall be entitled to make an additional charge. The HIRER shall ensure that all property brought into the premises is removed immediately after each use.

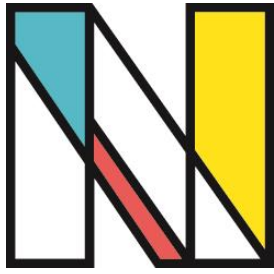
12 Cancellation by School

12.1 THE SCHOOL reserves the right to cancel this hiring agreement at any time by giving notice in writing to the hirer at the address given on the booking form, whenever it is of the opinion that the continuance of the hiring would not be in the interests of the good management of the premises, or is detrimental to the core values and diversity policy of the COUNCIL or the SCHOOL, or in the event of the SCHOOL, the Government, the COUNCIL or other Public Body requiring the use of the premises for any matter of special importance.

12.2 In the event of the premises or any part thereof being rendered unfit for the use for which it has been hired the SCHOOL shall not be liable to the hirer for any resulting loss or damage whatsoever.

13 Obligations of the School

13.1 THE SCHOOL shall provide at its own expense for the cleaning, heating and lighting of the premises but shall not be responsible for any failure or defects.



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14 Payment Provisions

14.1 The HIRER shall pay to the SCHOOL a deposit of 50% of the hiring fee at the time of booking the premises. The balance of the fees and any other sums due will be paid not less than 8 days before the commencement of the hiring period.

14.2 The deposit shall be returnable if:

14.2.1 The premises are, in the opinion of the SCHOOL, unfit for use by the HIRER on the date of commencement.

Or

14.2.2 The HIRER gives notice to the SCHOOL not less than 8 days before the date of commencement of the hiring period that he wishes to cancel the hiring and the SCHOOL is able to effect an alternative hiring. Otherwise the SCHOOL will be entitled to retain the deposit and charge the balance of the whole of the hiring fee.

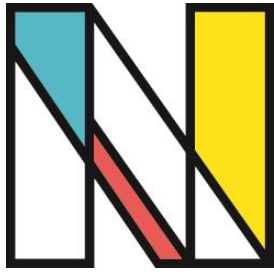
15 Insurance

15.1 Where Public Liability Insurance is not included as part of the booking with the SCHOOL the HIRER must provide proof that they are insured at the time of acceptance of the booking and prior to commencement of the hire, the minimum requirement is:

Public Liability cover - £2million

15.2 A copy of the current insurance certificate, or written confirmation of cover, from the hirer's insurer or broker, must be provided by the hirer. Such documents will be held at the hire venue.

15.3 If proof of insurance cannot be provided, the hire shall be terminated immediately.

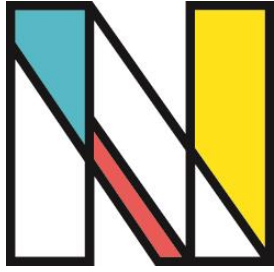


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- 15.4 The Hirer must obtain all licences required by law for the hire activity, such as for example Public Entertainment Licence. **The fact that the SCHOOL has signed these Terms and Conditions does not mean that the SCHOOL or the COUNCIL also grants the Hirer any licences which the Hirer has, by law, to apply to the COUNCIL for and the Hirer must do this separately.**



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Education & Lifelong Learning Department

STANDARD CONDITIONS OF HIRE
BLACKBURN WITH DARWEN BOROUGH
COUNCIL MAINTAINED SCHOOL



I have read the above conditions and agree to abide by the same.
Note: this form is not a booking form for the hire; such is required to be completed in addition to this form.

Hirer

Signed (print name)

Signature

Address

Telephone

Date

Date of Hire

Hire Address

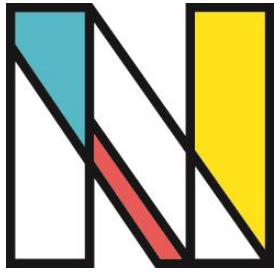
Nature of Hire

Witnessed by (SCHOOL employee)

Signed (print name)

Signature

Designation



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Date:
