

## COOPERS EDGE SCHOOL/@THE EDGE COMMUNITY CENTRE

### TERMS AND CONDITIONS OF HIRE

#### APPLICATION

- ! All communication for the hire of the premises must be returned to The Coopers Edge Trust (with reference to the hire of the Community Centre) and/or The Coopers Edge Governors (with reference to the hire of the School) (throughout the remainder of this document these bodies will be referred to as CET) to the following email address: [lettings@coopersedge.gloucs.sch.uk](mailto:lettings@coopersedge.gloucs.sch.uk).
- ! The Hirer shall not sub-let or part with possession of the premises or any part thereof
- ! The CET may require further information concerning any application for the hire of the premises

#### 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.

#### FEES AND DEPOSIT

- ! The hiring fee shall be paid to ***Coopers Edge School or @ The Edge Community Centre (depending on which rooms you are hiring)*** within 14 days of receipt of invoice and/or before hiring commences.
- ! A DEPOSIT of £100.00 is payable for all commercial/private hires that do not incur a lock up fee. This will be refunded upon the return of keys at the end of the period of hire or will be used to cover any fees resulting from the use of the centre e.g. Security call out fees, cleaning fee if the building is left in an unsatisfactory condition after the events etc.
- ! The payment of a deposit does not negate the liability and responsibility for the hirer to pay for any damage sustained to the building or fixtures and fittings therein.
- ! For private one off hires this deposit will be returned upon satisfactory inspection by the CET after the event.
- ! Special arrangements may be made for payment for multiple bookings at the discretion of the CET.
- ! Charges may be liable to be increased at the CET's discretion at any time.
- ! Fees are available on request or can be found at [www.attheedge.community](http://www.attheedge.community)
- ! The decision of the CET as to whether or not the accommodation is left in a suitable condition within the meaning of this Clause shall be final and binding on the Hirer.
- ! An out of hours call out charge will be payable if the security alarms are activated by the hirer which initiate the attendance of the community centres security monitoring company.

#### CANCELLATION

- ! A fee may be charged if less than 1 months' notice is given for cancellation of a hire. This will be no more than the cost of one month's hire charge.
- ! If sufficient notice is given the fees may be refunded but a charge may be retained to cover administration costs.
- ! The CET must receive a letter or email of cancellation before a booking can be cancelled.
- ! The CET 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 the refund shall be the limit of liability for such a cancellation.
  - ! The CET will not be responsible for any loss or damage suffered by the Hirer or any other person in the event of the accommodation not being available by reason of war, civil commotion, force majeure, strike or any other industrial action, accident, natural disaster or other like cause.
  - ! The CET may in such event, at its discretion return any fees paid, but will not pay any other compensation in respect, of such loss or damage. The decision of the CET as to whether or not the accommodation is available within the meaning of this Clause shall be final and binding on the Hirer.

### **PERMISSION TO USE THE PREMISES**

- ! The Applicant may use the premises for the purposes agreed in the hiring agreement and no other purposes on payment of the hiring fee, insurance supplement fee (if applicable) and acceptance of the terms of this permission.
  - ! The CET reserves the right any time to postpone a letting if it requires the use of the premises for the school or CET's own purposes or for circumstances beyond its control.
  - ! In the event of the premises not being vacated by the agreed stated finishing time, a charge of £ 30.00 per hour will be implemented.
  - ! It should not be assumed that a booking ensures exclusivity in any area although every reasonable step will be taken by the CET to ensure any private function is not disturbed.

### **APPLICANTS UNDERTAKINGS**

The Applicant shall:

- ! 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.
- ! Take all precautions for the safety of all persons entering/using the Premises during the period of hire.
- ! Prevent the premises being used in such a way which does or may cause a nuisance or annoyance to others in the vicinity.
- ! 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.
- ! In the event of any damage to the premises connected with the hiring to pay to the CET 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.

- ! Prevent the consumption of alcohol and gambling and gaming on the premises unless the prior written approval of the CET has been obtained and all legal requirements are met in full.
- ! Obtain any necessary consent and comply with all regulations connected with the permitted use of the premises (for example, copyright, performing rights licensing, alcohol & gaming laws, fire and health and safety requirements).
- ! Indemnify the CET from and against all actions proceedings costs claims and demands or other liability which may arise in any way whatsoever 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 Trustees or their employees servants or agents (but not contractors).
- ! The Applicant confirms, where applicable, that s/he is insured in the minimum sum of £5 million in support of this indemnity and produce to the CET evidence of such insurance. (but see Hirer's liability below)
- ! Failure to produce satisfactory evidence of such insurance may result in cancellation at any time of the hiring by the CET 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 the CET's liability.
- ! Prevent smoking on any part of the premises.
- ! Observe any security requirements for the use of the premises as the CET may specify.
- ! In order to comply with Safety Regulations NO form of GAS CYLINDERS will be permitted in the building. CET's representatives are able to remove or to have removed from the premises any said items not complying with the Regulations
- ! It is the Hirers responsibility to ensure that the all facilities used are returned to the condition they were found in (this includes the collection and disposal of litter and stacking of chairs). The premises are to be left in a clean and tidy condition and securely locked (if appropriate)
  - ! The Hirer shall take every care to ensure that no undesirable person is permitted to enter or remain in the premises or otherwise make use of the accommodation, and shall be responsible for good order and conduct during the term of the engagement.
  - ! The Hirer shall not permit the Exit Doors or Corridors to be interfered with or otherwise obstructed in any way.
  - ! Except with the prior written consent of the CET: -
    - No alterations or additions shall be made to the lighting, heating, seating, fittings, fixtures or other arrangements on the premises.
    - No decorations, flags or emblems will be permitted, unless by prior consent of the CET and they are made of the approved standard flame retardant fabrics.
    - Posters or placards will be permitted only at the approved places and the name of the Hirer shall be placed in a prominent position on all bills and advertisements announcing meetings or entertainment's in the premises. A copy of all posters and advertising information should be forwarded to the CET prior to circulation.
    - No nails, tacks, screws or similar objects shall be driven into the stage, walls, floors or any other parts of the premises.

- Return the keys to the CET within 48 hours of the termination of a hire. Failure to do so may incur forfeit of any deposit made and/or additional costs relating to the replacement of keys.
- Not bring any equipment (e.g computers, sports, music PA) whatever nature on to the property except with the prior agreement of the CET. ALL electrical equipment must be passed as safe by the Site Manager prior to use.

## **DAMAGE OR LOSS ARISING FROM HIRE**

! The Hirer shall meet the cost of making good any damage to the building, goods or other property either of the premises or of any other person caused during the period of, or arising in connection with, the hiring, (except such damage caused or arising from the act of the CET or its servants or agents).

! In the event of any damage arising from the hiring, the Hirer will be notified at the first opportunity and if reasonable and possible, given the opportunity to inspect the damage.

! The CET will not accept for safe-keeping from any person any article or property which may be left on the premises during or after a function has finished and the responsibility for such safe-keeping will devolve upon the Hirer.

! The CET will not be responsible for any loss or damage to person or property arising during or in connection with the hire other than such loss or damage for which the CET may be legally liable.

## **SECURING PREMISES**

! Where agreement is given for the hirer to lock and/or unlock the premises the key must be collected from the school office prior to the event and returned to the school office between 7am and midday the following day.

! On occasions where this is not possible a £30.00 locking up fee will be payable.

! Approval to lock/unlock the premises will only be given by the CET.

! Key holders are responsible for ensuring that the building is left in a secure condition during and after each hiring. This includes ensuring that all external doors and windows are locked and the security alarm set.

! All lights must be turned off in the building upon lock up after an event.

! Any concerns relating to the hiring and the security of the building must be advised to the CET or other previously nominated person prior to leaving the building.

! Key holders are responsible for any damage resulting from the loss of keys, including cost of replacement of any locks or other items, including repairs, which are required to make the building secure and revert to its original state.

## **CARS & OTHER VEHICLES**

! The Hirer shall ensure that no car or vehicle used in connection with or in attendance at the hire is parked in an unauthorised or dangerous position, and that any instructions given by the SBM or Site Manager in regard to parking are strictly observed. NO VEHICLE MUST PARK ON THE PAVEMENTS OR RED PAVING AREA ADJACENT THE SCHOOL BUILDING.

! Those attending the hire are responsible for the safety of their vehicles and the contents thereof, and the CET will not in the absence of liability accept responsibility for any loss or damage caused to vehicles or their contents during or in connection with the hirer

! NO VEHICLE shall under any circumstances block access to the entrance of the school as this is the only Emergency Service access

## **HIRER'S LIABILITY**

Hirers are responsible for ensuring that they have the appropriate insurance to cover any liability associated with hiring the premises.

! This liability cover is not available to business or political hirers or schools who do not obtain insurance c/o GCC.

## **GENERAL**

! The CET 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.

! The CET and all persons authorised by the CET has the right to enter the premises at all times.

! The hiring does not grant any interest or estate in the premises.

! All amendments must be agreed in writing with the CET.