

## Conditions of Hire – Appendix 1

1. The Hirer shall pay the charge requested by The Kimberley School (the Academy) within 28 days of an official invoice;
2. The Academy reserves the right to cancel a booking at any time, but will give at least 3 full working days notice, unless in emergency situations. Any deposit paid will be returned in the event of a cancellation by the Academy. For the avoidance of doubt, the Academy shall not be liable for any loss sustained or expenses incurred by the Hirer for any cancellation or termination of an Activity by the Academy;
3. No charge will be made for cancellations by the hirer, providing 24 hours or more notice is given before the first date of the Activity;

### Hirer's Responsibilities

4. It is the Hirer's responsibility:
  - a. To ensure that the Academy equipment is suitable for the Activity;
  - b. To obtain, at their own expense, all the necessary licences required in connection with the Activity and the use of the Room and to observe and comply with all conditions attaching thereto including all necessary permission from the owners of copyright in musical, dramatics, literary, cinematic and other works as required by the Copyright Act 1988 and to indemnify the Academy in respect of any infringements of such copyright;
  - c. For the removal of the Activity on the specified end date of the Activity or such earlier date as the Academy may specify;
  - d. To keep the facilities tidy and clear of rubbish;
  - e. To not to cause any damage to the facilities or equipment and the possessions of the Academy and other visitors, nor to alter the Room in any way. Any damage must be reported immediately to the caretaking staff;
  - f. To not to do or permit to be done in the Academy anything which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to the Academy, the Academy's employees, other users of the Academy or any owner or occupier of neighbouring property;
  - g. To be responsible for providing First Aid cover for the Activity;
  - h. To comply with all relevant health and safety legislation and to observe any reasonable rules relating to behaviour, hygiene, health and safety that the Academy imposes on all those who use the facilities;
  - i. To familiarise themselves with the routine to be followed in case of a fire (available on request) and be aware of exits and assembly points. The Hirer is responsible for ensuring that persons attending the Activity under their control are cleared from the facilities in the event of a fire. Hirers should ensure that all due care and attention is paid to reducing the risk of fire in the Academy;
  - j. To provide all equipment required for carrying on the Activity except as provided by the Academy under this agreement and to ensure the same is made from suitable fire resistant materials.
  - k. To not to do anything that will or might vitiate in whole or in part any insurance arranged by the Academy or increase the insurance premium;
  - l. To leave the facilities in a clean and tidy condition and to remove the Hirer's exhibits, equipment, furniture and any other possessions at the end of the Hire period, and to provide the Academy with contact details when this licence terminates. The Hirer will incur extra charges if this condition is not met to the reasonable satisfaction of the Academy. Hirers will be charged for any damage to furniture, equipment or property belonging to the Academy sustained during the installation of the Activity, the period of the hire or the removal of the Activity;
  - m. To not to remove any Academy equipment or furniture;
  - n. To undertake all risk assessments relating to the Activity and any related activities of the Hirer;
  - o. To connect any electrical equipment to the electricity supply via a portable plug or adaptor fitted with a residual current device and these devices should be tested prior to use by a qualified electrician or must have a current annual portable appliance test. If a residual current device is not provided, the Hirer must provide its own;
  - p. For maintaining adequate insurances, particularly public liability cover, in respect of the Hirer's activities;
  - q. To indemnify the Academy and keep the Academy indemnified against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability in any way arising from:
  - r. Any breach of the Hirer's undertakings or warranties contained in this agreement; and the acts or omissions of the Hirer or any person under the Hirer's control;

### The Academy's obligations

5. The Academy agrees and undertakes:
  - a. To arrange appropriate insurances for the facilities and to provide the Hirer with a copy of the policy upon request;
  - b. To provide the Hirer with use of the Academy equipment and facilities as agreed;
  - c. To comply with all relevant hygiene, health and safety legislation in respect of the facilities;
  - d. To not to do or permit to be done in the Academy anything which is illegal or which may be or become a nuisance, (whether actionable or not) damage, annoyance, inconvenience or disturbance to the Hirer;

### Review of the Charges

6. The Academy reserves the right to vary the amount of Charge to cover an increase in a hiring charge which may occur between the date of confirmation of the booking and the date of actual hiring. The Academy will notify the Hirer of any such change to the Charge as soon as practicable.

### Termination

7. The licence to occupy granted by this agreement shall end on the earliest of:
8. The date notified to the Hirer in the confirmation;
9. Immediately or such other period as the Academy may decide in its sole discretion if the Hirer breaches any of the Hirer's obligations under this licence.

### Limitation of Academy's liability

10. The Academy is not liable for:
  - a. Any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by Hirer, or the Hirer's visitors resulting from the Hirers activities;
  - b. Any losses, damages, costs or expenses or other liability incurred by the Hirer due to the cancellation or termination of an Activity.