

CECIL ROSEN HALL HIRE

STANDARD TERMS FOR USE OF BEIT SHVIDLER PRIMARY SCHOOL

1. These Standard Terms of Use apply to the Booking Form to which they are attached (the "Booking Form") and are between Beit Shvidler Primary School ("BSPS") and the person identified in the Booking Form ("The Hirer").
2. BSPS will afford The Hirer the use of the banqueting facilities consisting of the dining room, kitchens and adjacent toilets at BSPS (but not any crockery, cutlery, pots, pans or utensils) for the purposes of hosting the event (the "Event") specified in the Booking Form together with any other equipment or facilities identified in the Booking Form during the period specified in the Booking Form. Neither the Hirer nor any of the Hirer's guests, contractors or agents shall enter any other part of the site at 261 Hale Lane, HA8 8NX ("the Premises") except those parts which afford access from the main entrance to the banqueting facilities. Access to the Premises for The Hirer and The Hirer's guests, contractors or agents will be by the main entrance to the Premises and the entrance to the kitchens.
3. The Hirer will pay the amounts specified in and/or calculated in accordance with the Booking Form together with VAT, where applicable, not less than 28 days prior to the date of hire.
4. The Hirer agrees that the maximum number of people who may be entertained will not exceed 230 seated and 400 standing (excluding staff).
5. The Premises is a no smoking venue. The Hirer and The Hirer's guests, contractors and agents will comply with this restriction and any other directions given by BSPS in connection with The Hirer's use of the banqueting facilities including any procedures in relation to the evacuation of the Premises.
6. The Hirer will indemnify BSPS for any loss or damage or liability caused by The Hirer or any of the persons using the banqueting facilities as The Hirer's guests, contractors or agents.
7. The Hirer agrees:
 - (a) to use the Premises only for the purpose of staging the Event
 - (b) not to use the Premises or any part of it for any activities which are dangerous, offensive, noxious, illegal or immoral or which are or may become a nuisance to BSPS or the owner or occupier of any neighbouring property
 - (c) not to do anything which might invalidate any insurance maintained by BSPS in respect of the Premises or which might increase the insurance premium payable for the Premises
 - (d) not to bring on to the Premises or any part of it any animals
 - (e) to observe all relevant laws, statutes and regulations relating to the use of the Premises for staging the Event
 - (f) to pay to BSPS the cost of making good all damage to the Premises, its fixtures, fittings and contents caused by the Event or anyone attending it or working in the Premises
 - (g) to ensure that the Event takes place during the period specified in the Booking Form and to ensure that all guests, contractors and agents have left the Premises by the end of such period
8. If by reason of any event beyond BSPS' control BSPS is or anticipates that it will be prevented or hindered from fulfilling the substance of its obligations under this Agreement then BSPS shall ensure that The Hirer is aware of the occurrence of any such event and BSPS or The Hirer shall be entitled at any time after such notification to cancel this Agreement by notice in writing. In the event of any such cancellation BSPS shall be under no liability for any loss which The Hirer may sustain in consequence of any such cancellation. BSPS may also suspend, control or cancel the Event where, in BSPS' reasonable opinion, any situation or action or event occurs which may constitute a danger to public safety including the safety of the persons present at the Event and any such circumstances shall be regarded as being matters outside BSPS' control for the purposes of this clause.
9. The benefit of this Agreement is personal to The Hirer and The Hirer shall not be entitled to assign, dispose of or deal with the benefit of this Agreement.

10. BSPS will not provide first aid or medical equipment and the Hirer is solely responsible for ensuring that there is on site such equipment as is adequate and appropriate for the activities that are to be carried out at BSPS during the course of the period of hire.
11. BSPS shall at all times have the right to:
 - (a) prevent access to or to remove from the Premises any person or persons acting in a way which, in BSPS' reasonable opinion, may cause a breach of the peace or may be considered to be harmful, undesirable or offensive or whose attire is considered by BSPS as objectionable or offensive
and
 - (b) prevent access to or remove from the Premises any person who in BSPS' opinion or that of its security officers either unreasonably refuses to permit himself and his possessions to be searched on entering the Premises or poses a security risk or who infringes the terms of this Agreement.
12. At the expiration of the hiring, The Hirer shall leave the Premises in a clean and orderly state. The Hirer shall be liable and shall be invoiced for any additional cleaning to any part of the Premises (including the kitchens and plaza) that is required as a result of the Event.
13. All the property of the Hirer and the Hirer's guests, contractors and agents must be removed at the end of the hiring unless special arrangements are made. BSPS can accept no responsibility for any property left by the Hirer or the Hirer's guests, contractors and agents on the Premises.
14. The Hirer and the Hirer's guests, contractors and agents must all vacate the Premises together with all their property and equipment no later than one and a half hours after the function end time specified in the booking form. In the event of later vacation of the Premises, the Hirer shall be liable to pay an additional hire charge of £250 per hour or part of any hour which represents additional cleaning, caretaking and security costs as well as a sum calculated to compensate BSPS for the disruption caused by the late vacation.
15. The means of escape provided for all persons on the premises shall be maintained, unobstructed and immediately available.
16. No variation to this agreement shall be effective unless in writing and signed on behalf of BSPS and the Hirer. These terms of use shall prevail over any standard conditions which might otherwise apply.
17. Any waiver, breach, declaration of invalidity of any of these terms of use does not constitute waiver, breach or invalidity of any of the other terms which shall continue to apply in full force and affect.
18. Cancellation policy is as follows
 - (a) More than 180 days prior to event, the Hirer may cancel the reservation by written notice to BSPS without incurring any charges other than the Deposit.
 - (b) 180-91 days prior to the event, a cancellation fee incurs 25% of the hall hire cost.
 - (c) 90-28 days prior to the event, a cancellation fee incurs 50% of the hall hire cost.
 - (d) 27 days to the date of the function, a cancellation fee incurs 100% of the hall hire cost.