

TORQUAY GIRLS' GRAMMAR SCHOOL - TERMS AND CONDITIONS FOR ASTRO PITCH FACILITY HIRE

APPLICATIONS & FEES

1. The signatory of the application shall be the Hirer. Where a promoting organisation is named in the application, that organisation shall also be considered the Hirer and shall be jointly and severally liable hereunder with the signatory.
2. The fee payable for the hiring shall be calculated in accordance with the scale of charges agreed by the School. The School reserves the right to alter or revise these charges at any time.
3. The fee for occasional hiring shall be paid to the person authorising the hiring within 5 days of such hiring being approved. In the case of long term letting fees should be paid at least one month in advance.

CANCELLATIONS

1. The School must reserve the right at any time without notice to cancel a hiring or withdraw permission for the Hirer to occupy any part of the hired premises on any particular date. In such an event the School shall not incur any liability whatsoever to the Hirer other than for the return of any fee or the appropriate part of any fee paid in respect of the hiring.
2. If the Hirer shall cancel the hiring of the facility then the School shall be entitled to retain or demand as the case may be, the whole of the fee paid in respect of such cancelling hiring, provided that if notice of such cancellation is received at least 7 days prior to the date of hiring the fee will be refunded or remitted to the Hirer subject to any expense already incurred by the School in respect of that hiring.
3. Bookings are taken subject to the School facility not being required by the School and the School reserve the right to cancel any bookings which clash with the facility being needed for School use.

HEALTH, SAFETY & CONDITIONS OF FACILITY

1. The Hirer shall during the hiring be responsible for:
 - (a) Taking all measures necessary to ensure the permitted number of persons using the facility is not exceeded.
 - (b) The efficient supervision of the hired facility and for the orderly use thereof, including the compliance with government policy on smoking on School premises.
 - (c) Ascertaining the location of the nearest emergency phone.
 - (d) Ascertaining the emergency fire alarm positions and fire exits.
 - (e) The provision of a first aid kit.
2. The Hirer shall not permit or suffer any damage to be done to the hired facility or any furniture, fittings or equipment therein, shall make good to the satisfaction of the School and pay for any damage thereto (including accidental damage), caused by an act of neglect by himself, his agents or any person on the hired facility by reason of use by the hirer.
3. Except in as far as the Unfair Contract Terms Act 1977 (or any statutory modification or re-enactment of it) otherwise requires neither the school, nor Governors of the School will be responsible or liable in any way whatsoever or to any person whatsoever in respect of:
 - a) Any damage or loss of any property brought on to or left upon the hired facility, either by the Hirer or any other person.
 - b) Any loss or injury which may incurred by or done or happen to the Hirer or any person resorting to the hired facility by reason of the use thereof by the Hirer.
 - c) Any loss or breakdown of equipment, failure of electricity supply, fire, flood or governmental restriction which may cause the hiring to be interrupted or cancelled.

LICENCES

1. Intoxicating Liquor shall not be sold, supplied or brought on to the hired facility without express consent of the School having first been obtained.
2. No betting, gaming or gambling shall take place on the premises.
3. The Hirer shall indemnify the school against infringement of copyright which may occur during the hiring.

GENERAL

1. The right of entry to the hired facility at any time during the hiring is reserved to officers and employees of the School, the Head of the establishment or a person authorised by him / her.
2. The Hirer shall not sub-let any part the hired facility. In the event of this, the hiring shall stand cancelled, the charges forfeited, and the Hirer and Sub-Hirer excluded from the facility.