



## CARILLION INTEGRATED SERVICES INTEGRATED SERVICES CONDITIONS OF HIRE OF LEISURE, THEATRE, CONFERENCE, MEETING, ALL WEATHER PITCH FACILITIES & INDOOR SPORTS FACILITIES

### 1.1.2 Terms and Conditions for Use.

Between:

(1) Carillion Integrated Services Integrated Services (the "CIS") registered in England with number 03679838 whose registered office is at Allington House, 150 Victoria Street, London SW1E 5LB; and

(2) **The Hirer**  
each a "Party" and together the "Parties"

It is agreed:

#### 1. Definitions and interpretation

1.1 In this Agreement the following words and expressions shall (where the context permits) have the following meanings hereby assigned to them:

"**Agreement**" means these Terms and Conditions and the Booking Form;

"**Booking Form**" means the form attached to these Terms and Conditions for Use;

"**Deposit**" means the amount set out on the Booking Form and required to be paid by the Hirer;

"**CIS**" means the Contractor used by the School to provide and manage their facilities.

"**Facilities**" means those parts of the Site to be used by the Hirer and as more particularly described on the Booking Form;

"**Fee**" means the monetary consideration for use of the Facilities payable by the Hirer to CIS in accordance with this Agreement and the Booking Form;

"**Hire Commencement**" means the date set out on the Booking Form;

"**Hirer**" means the person or company or organisation named on the Booking Form;

"**Permitted Use**" means the purpose for the hire as set out in the Booking Form;

"**Project Company**" means CIS;

"**School**" means the School at which the hirer is making a booking and which forms part of the North Swindon Schools project;

"**Site**" means the School at which the hirer is making a booking and which forms part of the North Swindon Schools project;

"**Site Safety Policy**" means the safety policy relating to the Site available for inspection at the Site;

"**Site Security Policy**" means the security policy relating to the Site available for inspection at the Site;

"**Specific Payment Terms**" means those payment terms specific to the hire set out on the Booking Form.

1.2 Reference to a Clause are references to a clause to this Agreement.

1.3 The Clauses titles or headings appearing in this Agreement are for reference only and shall not be incorporated into this Agreement nor affect its construction or interpretation and shall not be deemed to be any indication of the meaning of the clause to which they relate.

1.4 Words importing the singular meaning shall where the context so admits include the plural and vice versa.

1.5 Words importing persons include firm, companies and corporations and vice versa.

1.6 Any reference to any statute (whether or not specifically named) shall include any statutory modification or re-enactment of it for the time being in force and any order, instrument, plan, regulation, permission and direction made or issued under it or under any statute replaced by it or deriving validity from it.

1.7 Where any obligation is undertaken by two or more persons jointly those persons shall be jointly and severally liable in respect of that obligation.

#### 2. General

2.1 This Agreement shall constitute the arrangement between the Parties in respect of the use of the Facilities by the Hirer. In the event of any conflict or inconsistency between the Terms and Conditions and the Booking Form, the terms of the Booking Form shall prevail.

2.2 The Hirer agrees that permission to use the Facilities is at the discretion of the School and such permission may be withdrawn at any time. In the event that the School require to use the facilities at a time which has been previously booked by the Hirer then the Hirer's booking will be required to give

way to the School booking and the amount paid in respect of the booking will be returned in full to the Hirer.

2.3 The Hirer understands that the facilities that they are hiring are located in school sites and that the School have the right to use the facilities at evening and weekends from time to time. In the event that the School require to use the facilities at a time which has been previously booked by the Hirer then the Hirer's booking will be required to give way to the School booking and any amount paid in respect of the booking will be returned in full to the Hire.

2.4 The Hirer agrees that the use of the Facilities by the Hirer, his invitees, agent's servants and contractors is entirely at the Hirer's, its invitees, agents, servants and contractors own risk.

### **3. Obligations on the Hirer**

3.1 The Hirer undertakes:

3.1.1 To only use those parts of the Facilities designated for use on the Booking Form;

3.1.2 To use the Facilities only in accordance with the Permitted Use;

3.1.3 To comply with the Site Security Policy;

3.1.4 To comply with the Site Health and Safety Policy;

3.1.5 To only use School equipment if agreed in advance with CIS;

3.1.6 To be responsible for the health, safety and welfare of all participants and invitees of the Hirer while such participants and invitees make use of the Facilities;

3.1.7 To vacate the Facilities by 10pm weekdays and 11pm on Saturdays;

3.1.8 To be responsible for the prevention of overcrowding such as to endanger public safety and for keeping clear all (including but not limited to) gangways, passages, exits, etc.

3.1.9 Not to do anything that may put the CIS in breach of insurances.

3.1.10 To not bring or consume alcohol on the School premises or any part thereof without the written consent of CIS.

3.1.11 To not smoke in the School premises or any part thereof.

3.1.12 To not wear outdoor shoes in the gymnasium sports hall or drama studios.

3.2 In the event of the Hirer using any gramophone records, compact discs, DVD videos, televisions or tapes at the function, the Hirer shall be responsible for obtaining and the payment of any fees which may become due to the Phonographic Performance Ltd., or the Performing Rights Society Ltd., or any other person.

3.3 If the Facilities are required for concerts, plays, musicals, discos, the Hirer must ensure that:-

(i) the requirements of the Inland Revenue Department relating to entertainment tax have been met;

(ii) Copyrights are not infringed;

(iii) The requirements of the Licensing Justices, where necessary, have been or will be met;

(iv) No play shall be performed or film shown that is in any way offensive to public feeling;

(v) In the case of film shows, only non flammable film is used and that the Hirer shall ensure adequate fire procedures are in place.

(vi) The provisions of the Children's and Young Person's Acts 1933-63 with regard to performances by children, have been, or will be observed.

(vii) Any license necessary under the Theatres Act 1968 and the Cinematography Acts 1909 and 1952 has been obtained.

(viii) The facility will not be used to incite hatred of any person's or group of peoples.

### **4. Fee and Payment**

4.1 It is a condition of this Agreement that the Hirer shall pay the CIS the Fee five (5) days prior to the Hire Commencement and in accordance with the Specific Payment Terms.

4.2 All sums payable under this Agreement are exclusive of Value Added Tax and to the extent the same is a taxable supply Value Added Tax shall be payable thereon by the payer against the Value Added Tax invoice delivered to it by the payee at such rate as is determined from time to time by Her Majesty's Customs and Excise. Payee / payer definitions

4.3 CIS reserves the right to charge the Hirer a Deposit. Any Deposit will be used to cover costs (if any) incurred by CIS in connection with the Hire and the balance will be returned to the Hirer within 28 days of completion of use of the Facilities. CIS has no obligation to re-inburse the School for fair wear and tear. The purposes of the deposit is to cover CIS's costs in repairing any damage caused by the hirer.

### **5. Amendment or Cancellation of Hire**

5.1 The Hirer shall provide CIS FM with 48 hour notice prior to the Hire Commencement in the event of cancellation.

5.2 Failure to comply with the terms of Clause 5.1 will result in the full fee being forfeited unless the space can be re-sold within this time.

5.3 In the event that the Hirer fails to make use of the Facilities, the Hirer shall forfeit the Fee.

5.4 CIS reserves the right to cancel this hire for any reason. In the event the hire is cancelled by CIS, CIS shall refund to the Hirer any Fee paid by the Hirer.

**6. Insurance**

- 6.1 The Hirer shall take out and maintain [public liability insurance], in respect of the Hirer's liabilities pursuant to this Agreement and at law. Public Liability Insurance and appropriate insurances for specific activities should be provided – irrespective of the part of the school premises to be hired.
- 6.2 The Hirer shall provide to CIS 48 hours prior to arrival on Site certified copies of the insurances it is required to take out in accordance with Clause 6.1

**7. Indemnity**

The Hirer agrees to indemnify and keep indemnified CIS from and against all costs, claims, demands, liabilities, expenses, damages or losses (including without limitation consequential losses (including without limitation payment mechanism deductions) loss of profit and loss of reputation, and all interest, penalties and legal and other professional costs and expenses) arising out of the Hirer's negligence, default or breach of this Agreement and/or arising out of the Hirer's use of the Site and Facilities.

**8. Assignment**

The Hirer shall not assign this Agreement

**9. Confidentiality and Publicity**

The Hirer agrees to keep the terms of this Agreement confidential.

**10. Notices**

Any notice required to be given under this Agreement shall be in writing and shall be deemed duly served if left at or sent by facsimile transmission or by recorded delivery post to the address of the relevant Party contained herein or such other address as is notified by either Party for such purpose. Any such notice shall be deemed to be served at the time when it is handed to or left at the address of the Party to be served or, if sent by post, on the 4<sup>th</sup> day (other than a Saturday, Sunday or bank holiday) following the date of posting or, if sent by facsimile transmission, two days after transmission.

**11. Law and jurisdiction**

This Agreement shall be governed by and construed in accordance with the law of England and the Parties submit to the exclusive jurisdiction of the court of England in relation to all matters arising out of or in connection with this Agreement.

**12. Non waiver of rights**

The failure of either Party to enforce any of its rights under this Agreement shall not constitute a waiver by such Party of such (or any other of its) rights under this Agreement.

**13. Entire agreement**

These Terms and Conditions and the Booking Form constitute the entire agreement between the Parties in respect of the subject matter contained herein. The Parties agree that they have not relied upon and will not seek to rely upon any representations or statements written or oral other than those appearing in these Terms and Conditions and the Booking Form.

**14. Amendments**

No amendment to this Agreement shall be valid unless and until agreed in writing and signed by the Parties.

**15. Survival**

Notwithstanding the termination of this Agreement the parties shall continue to be bound by their accrued rights and liabilities and the following Clauses 7, 8 and 10.

**16. Third Parties**

The Parties do not intend that any term of this Agreement shall be enforceable solely by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this Agreement.

**17. Severance**

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement which shall continue in full force and effect except for any such invalid and unenforceable provision or, if part of such provision is invalid or unenforceable, except for such part.