


1. **Payment for the hiring must be made before the date of the hiring to the centre at which the hire will take place.**
2. The scale of charges is reviewed with effect from 1st April each year.
3. **If the arrangements to use accommodation are cancelled by the hirer, and five clear day' notice is given of such cancellation, the Council shall have the right to retain a sum equivalent to one quarter of the total fees paid, subject to a maximum of £50.00. If less notice than five clear days is given, the whole of the fees paid may be retained by the Council.**
4. The Council reserve the right to cancel any hiring without giving any reason therefore.
5. The Council shall not be responsible for any loss, damage or injury (including death) caused to or sustained by any person arising out of or in connection with the letting and you will indemnify the Council against all expenses, costs, fees, damages and losses arising out of or in connection with any claim arising from such loss, damage or injury (including death) unless such loss, damage or injury (including death) was caused by some fault or negligence on the part of the Council.
6. Damage of any kind (except that caused by accidental fire, which is covered by the Council's own insurance) sustained by the premises, fixtures and fittings, furniture and other chattels wherein arising out of or in connection with the hire shall be made good at the expense of the hirer within one month to the satisfaction of the Council.
7. **Commercial undertakings must provide details of their insurance cover** in respect of claims which might be made against them by (a) third parties for personal injury or loss or damage to property arising out of or in consequence of the hiring and (b) Medway Council under Condition 6, and must produce the Policy for approval on behalf of the Council if requested to do so.
8. The number of persons using the premises shall not exceed the number authorised.
9. The hirer must notify MAE if they have any wheelchair users who would need to use an evac chair to evacuate the building in an emergency. It is the responsibility of the hire to fully complete a Personal Emergency Evacuation Plan for each wheelchair user and share those with MAE **prior** to the letting.
10. Any measure for the conservation of, and economy in, fuel consumption shall be rigidly enforced.
11. The use of any materials for preparing floors for dance and the wearing of shoes likely to damage floors is prohibited.
12. The premises shall not be used for any purpose other than that for which permission has been granted.
13. No public performance of a play nor any cinematographic exhibition nor any public dancing, singing, music or other public entertainment of the like kind shall be performed in the premises unless any necessary licence for the same shall first have been obtained from the appropriate authority and all the necessary measures taken to fulfil the conditions of that licence.
14. The hirer must have permission from the Local Authority before arranging for alcoholic drinks to be consumed on educational premises. The hirer is responsible for obtaining any licence necessary if intoxicating liquor is to be available during the hiring.
15. No inflammable films shall be used on the premises.
16. No unauthorised parking of vehicles will be permitted.
17. Copyright Act 1956. In order to conform to the conditions of the Council's licence relating to copyright musical works at premises under their control, the person(s) responsible for the performance of such works must submit details to the Performing Right Society. This requirement applies whether free

 <p><b>Medway</b> COUNCIL <i>Serving You</i></p>	<p align="center"><b>Medway Adult Education</b> <b>FORM X3 – HIRING OF PREMISES/CONDITIONS OF HIRE</b></p>	<p>DOC ID: OpQA117 Author: H Treays Approved by: SMT Issue date: 20/01/20</p>
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admission is granted or not. The Council's licence does not, however, cover performances in voluntary school premises nor certain items such as ballet, operas or choral works. In all these cases, the person(s) responsible for the performance must first obtain special permission of the Performing Right Society or provide evidence to the Council that such permission has been obtained.

18. It is the responsibility of the hirer to adhere to Medway Adult Education's Safeguarding and Prevent Policy (a copy of the policy is available on request). All bodies must comply fully with the data protection principles and share any information in regards to implementation of Prevent Duty. The Prevent strategy, published by government in 2011 is part of their overall counterterrorism strategy Contest. Prevent is intended to safeguard all learners from being exposed to violent and extreme ideologies. All hirers should exemplify British values of "democracy, the rule of law, individual liberty and mutual respect and tolerance for those with different faiths and beliefs" into their practice. The Prevent Duty is not about preventing students from having political and religious views and concerns but about supporting them to use those concerns or act on them in non-extremist ways.
19. It is the responsibility of the hirer to leave the premises as it has been found. Nothing should be removed from the premises without obtaining permission.
20. The hirer should not use the room outside of the times requested and agreed (please refer to form X1, Request for Hire of Premises).

NOTE: The charge payable by the hirer of the premises includes an amount to cover payment for the caretaking duties. If additional work is found to be necessary the hirer must meet the extra costs involved.

#### GENERAL STATEMENT – HEALTH AND SAFETY AT WORK ACT

Section 4 of the Health and Safety at Work Act 1974 imposes duties in relation to those who are not their employees, on persons having control over places of work or places where plant or substances are used and on anyone who by virtue of a contract or tenancy has an obligation in relation to the maintenance or repair of such a place. The duties are to ensure, so far as is reasonable practicable, that the places, the means of access thereto or egress therefrom are safe and without risks to health.

On behalf of the organisation referred to below, I confirm that I have read and accepted these Conditions of Hire.

Organisation:

Date: \_\_\_\_\_ Signed \_\_\_\_\_