



Dulwich College Enterprises Ltd

General Conditions of Hire

Hire Charge and deposit

1. A deposit will be required from the Hirer to secure a booking for the Event. The deposit is non refundable in the event of cancellation by the Hirer, but otherwise the deposit is refundable after the Event, subject to compliance by the Hirer with the terms of the Hire Agreement.
2. Except where the Hire Agreement relates to the hire of any Dulwich College ("College") sports ground, payment of the Hire Charge is due a minimum of four weeks before the Event. 50% of the Hire Charge is returnable if cancellation occurs more than two weeks before the Event. If cancellation occurs less than two weeks before the Event the Hire Charge must be paid in full. If the Hire Charge is not paid in full at least two weeks prior to the Event, DCEL reserves the right to cancel the Event and retain any deposit paid.
3. Where the Hire Agreement relates to the hire of any College sports ground, payment of the Hire charge is due a minimum of two weeks before the Event. 50% of the Hire Charge is returnable if cancellation occurs more than one week before the Event. If cancellation occurs less than one week before the Event the full Hire Charge must be paid unless the Event has had to be cancelled because of bad weather on the day, in which event 50% of the Hire Charge will be returned by DCEL.
4. If the Hire Charge is not paid on time, DCEL shall be entitled to charge the Hirer interest on the amount due at 4% above the Bank of England base rate for the period for which payment is outstanding (whether before or after any judgment).
5. DCEL does not generally accept payment by credit card. In exceptional circumstances, however, we may be able to arrange this and a service fee charge will be made for any invoices paid in this way.

Licence

6. DCEL licenses the Hirer (subject to the provisions of the Hire Agreement) to use the Hire Area for the sole purpose of holding the Event, and where applicable, agrees to provide the Hirer with the Services.
7. The Hirer shall not assign the benefit of the Hire Agreement to any person, nor assign or sub-license any right or benefit under it without the prior written consent of DCEL. Where DCEL agrees to any sub-licence, the Hirer shall procure that the sub- licensee is bound to observe and perform the terms of the Hire Agreement as if it were a party to it.
8. The Hirer shall not exceed the agreed maximum capacity for attendees of the Event. DCEL shall have the right to require people in excess of the agreed maximum capacity to leave the Hire Area.
9. Persons must not enter any parts of the College which are not part of the Hire Area, save as is reasonably and properly required for access to the Hire Area.
10. DCEL reserves the right for its staff: (a) to enter and view the Hire Area at any time during the Hire Period; (b) at his/her discretion to refuse admission to or remove from the Hire Area any person who in his/her reasonable opinion is disorderly or objectionable; and (c) at his/her discretion, to refuse to permit any item to be brought into or to require any item to be removed from the College.
11. The Hirer shall not behave or permit behaviour at the Event which: (a) is contrary to any law or regulation; (b) is obscene, offensive, hateful or inflammatory; (c) involves nudity or is sexually explicit or sexually provocative; (d) may reasonably be considered offensive or discriminatory on grounds of race, sex, religion, nationality, disability, sexual orientation or age; or (e) intimidates, threatens or causes annoyance to any person.
12. The Hirer will not behave or permit any behaviour at the Event which might reasonably be regarded as detrimental to the reputation of the College or otherwise incompatible with the purpose, objectives and moral values of a school for children between the ages of 3 months and 18 years.
13. Except where the Event is a wedding or other private party, the Hirer must not take or permit to be taken any photographs or conduct any recording or filming at the College at any time, except with the prior written consent of DCEL. If DCEL grants permission a facility fee will be payable by the Hirer.
14. The Hirer may not charge third parties a fee for access to the Hire Area without the prior written consent of DCEL.
15. If the Hirer is going to advertise the Event in advance, the Hirer shall submit to DCEL for approval a draft of any poster or advertisement relating to the Event and shall comply with all requirements that DCEL shall reasonably impose in relation to their form, content and publication. Any advertising in the local area for the Event must comply with all relevant legislation. It is the responsibility of the Hirer to make sure that the law is not broken.

16. No banners, posters, notices or bills may be displayed inside or outside Hire Area and/or the College, except with DCEL's prior written consent. The cost of removing all banners, posters, notices etc and any damage caused to the damage or fabric of the College as a result of their removal will be subject to an additional charge.

Hire Period

17. Timing of the Event is important. If there is any overrun of time beyond the agreed Hire Period an additional charge will be levied, which will be deducted from the deposit. Where additional charges exceed the sum of the deposit held, such additional charges shall be payable in full seven working days after the Event. Bars must close by the earlier of 11pm or 30 minutes before the end of the Hire Period. Bands/discos must finish at least 30 minutes before the end of the Hire Period. All Events must finish by 11.30pm and all guests and service providers must be clear of the premises by 12 midnight. These timings are an hour earlier on Sundays and are subject to change at the discretion of DCEL
18. Except where the Hirer is using DCEL's internal caterers: At the end of the Hire Period the Hirer shall hand back the Hire Area in the same condition as at the commencement of the Hire Period. Any furniture or articles moved must be replaced in their original position. The Hire Area must be cleared of all personal effects. All rubbish must be bagged up and removed from the College grounds unless a skip is provided by DCEL.

Indemnity

19. Without prejudice to any other right or remedy available to DCEL the Hirer shall indemnify and keep indemnified DCEL and the College against all claims, damages, liabilities, actions, costs, fees, and expenses (including professional expenses) suffered or incurred by DCEL or the College: (a) as a result of the Event; or (b) arising out of the Hirer's and its employees' and sub-contractors' use of the College and/or the Hire Area; or (c) resulting in any way from the conduct of any of the persons attending the Event; or (d) arising out of any breach of the Hire Agreement by the Hirer.

Insurance

20. Except where the Event is a wedding or private party: The Hirer shall throughout the Hire Period effect and maintain at its sole expense with a reputable insurance company such comprehensive insurances as are necessary for the holding of the Event, including, but not limited to Employer's Liability and Public Liability insurance.

Liability of DCEL

21. Except in respect of death or personal injury caused by DCEL's negligence or default, DCEL excludes liability to the fullest extent permitted by law for loss or damage suffered by the Hirer or any person attending the Event or any other person involved directly or indirectly with the Event which arises out of or in connection with the use of the College and/or the Hire Area for the purpose of the Event.

Care of the College

22. The Hirer shall:
- (a) not obstruct (or permit its staff or guests to obstruct) any of the passages, gangways, corridors, staircases, exits and emergency doors of the College;
 - (b) not interfere with, damage or misuse any equipment, fabric, fixtures, fittings or decorations at the College and ensure that no bolts, screws, nails, tacks, etc. shall be fixed or driven into any part of the premises, fittings, fixtures or furniture of the College. No wax, adhesive, powder or tape shall be placed upon the floors;
 - (c) keep the Hire Area clean, tidy, undamaged and free of rubbish throughout the Hire Period and leave it in the same condition at the end of the Hire Period;
 - (d) not use the Hire Area in such a manner as to cause nuisance, annoyance or inconvenience to DCEL and/or users or neighbours of the College;
 - (e) not interfere with any emergency lighting within the College (eg by removing bulbs or masking them with lighting gels);
 - (f) not sell or supply in any way to the users of the College or attendees of the Event any goods or services of any kind, except with DCEL's prior written consent;
 - (g) comply fully with all statutes, rules, regulations, orders, bye-laws or other requirements, whether for ensuring public order safety or decency or for any other purpose whatsoever affecting the use of the College and the Hire Area for the purpose for which it has been hired and with all requirements of the Health and Safety Executive or the police and fire authorities and of DCEL;
 - (h) not bring (and will ensure that none of its staff, contractors or guests brings) illegal drugs or other illegal substances onto College premises or grounds;
 - (i) obtain all licences, consents and approvals necessary for the Event (including, but not limited to, copyrights, lending or rental right and performance right licences);

- (j) not consume (or allow the consumption of) food and drink on any of the College's sports pitches or pitch surrounds without DCEL's prior consent;
 - (k) adhere to the directions of the College's duty manager or supervisor attending the Event;
 - (l) where the Hired Area relates to any College sports ground, not retrieve any ball or similar item over any perimeter fence or boundary;
 - (m) not allow any dog or other animal into the College premises, save for guide dogs with disabled persons.
23. If DCEL is not satisfied with the condition of the College/Hire Area or the said equipment, fabric, fixtures/fittings or decorations at the end of the Hire Period, the Hirer will be charged by DCEL for the cost of cleaning or restoring to the condition in which it was at the commencement of the Hire Period.
24. Except where the Hirer is using DCEL's internal caterers:
- (a) Security and fire procedures are the responsibility of the Hirer. The Hirer must ensure that there are sufficient, responsible members of staff available to action the College's fire evacuation procedure should the alarm sound.
 - (b) If so required by DCEL the Hirer shall pay for any attendance by the police and/or fire services as DCEL shall consider necessary for the proper conduct of the Event, the regulation of traffic in connection therewith or the protection of the College's property.
25. Smoking is not permitted in any building at Dulwich College. The use of candles is not permitted in the Great Hall, Lower Hall, Old Library or Edward Alleyn Theatre.

Equipment

26. The Hirer shall not bring any equipment, plant, decorative display or exhibition materials into the College without the prior consent of the DCEL. DCEL may refuse to allow to be brought into the College any article or appliance which it considers dangerous or offensive.
27. The use of any form of gas-filled balloons, streamers, confetti, naked flame, pyrotechnics, strobe lighting and/or laser systems or other special effects shall not be permissible, save with the prior written approval of DCEL, which shall be at DCEL's sole discretion and subject to such additional terms and conditions as it shall specify.
28. Under no circumstances may smoke or bubble machines be used anywhere in the College and disco operators must be informed of this rule. (Such machines will set off the sensitive alarms which can ring for several hours.)
29. Where the Event involves the use of language laboratories, theatre, sound or audio-visual equipment the Hirer must engage the services of a qualified member of the College staff to assist (at rates agreed in advance of the Hire Period).
30. When a booking involves the use of the College kitchens by the Hirer's own caterers, the kitchens must be left as found and the Hirer will indemnify DCEL and the College in respect of any loss or damage to the kitchens or any equipment therein.
31. Where equipment is loaned by DCEL for the purposes of the Event (e.g. sports equipment), the Hirer will be responsible for it during the Hire Period and will be charged for any damage or loss.
32. Under no circumstances will DCEL make good or accept responsibility or liability in respect of any loss or damage of or to any goods or property of the Hirer or of any other person left, deposited or brought into the College or any part thereof, or deposited with any member of College staff.
33. All equipment and other items brought to the Event by the Hirer, its staff and guests must be removed at the end of the Hire Period. If the Hirer fails to remove any article within fourteen days after the Hire Period, DCEL may, without prejudice to any other right or remedy, sell any such article and set off the proceeds of sale against the cost of removal and storage by the College.

Parking

34. The Hirer must not park or permit any vehicle to be parked in the grounds of the College in such a way that it causes any obstruction to other users. The Hirer must only park vehicles in designated areas for the purposes of loading and unloading. Specific loading details are available from the College. Motor cars or other vehicles are to observe the 10 mph speed limit in the College grounds and park only in the recognised parking places. Vehicles may not be taken to the Pavilion without the prior written consent of DCEL. Driving on grassed areas is strictly forbidden.

Noise

35. It is important that noise levels are reasonable and do not disturb College residents or neighbours. If PA systems are used outside or in any marquee, the volume must be kept to a level agreed between the Hirer and DCEL. Where audio equipment noise limiters are fitted they must be used. Requests from DCEL to turn sound down either inside or out must be complied with immediately. If not, DCEL reserves the right to turn off the music and ask the Hirer and its guests to leave the College.

Licence Extensions

36. If the Hirer requests an extraordinary liquor or public entertainment licence for which an application must be made, an administration fee will be charged to the Hirer at the rate in force during the Hire Period.

Termination

37. DCEL may terminate the Hire Agreement on immediate notice:
- (a) if in the opinion of DCEL the purpose for which the Hire Area is one which is likely to lead to a breach of the peace or otherwise be regarded as inappropriate for holding at the College;
 - (b) if the Hirer or any of its staff, contractors or guests brings illegal drugs or other illegal substances onto College premises or grounds;
 - (c) if the Hirer intends to use the Hire Area for any purpose other than the Event specified in the Hire Agreement;
 - (d) if by act of God, war, riot, invasion, fire, flood, accident, power cut, strike or walkout, government interference, regulations, appropriations, attack by terrorists or other activists or extremist organisations or on the instructions of the police or armed forces or other conditions beyond the reasonable control of DCEL the College shall be closed or not available for hiring;
 - (e) if the Hirer, its servants, agents, licensees or invitees or any person using the College in connection with the Event shall breach or fail to observe or perform any of terms and conditions of the Hire Agreement;
 - (f) (where the Event involves the use of the College's sports grounds) in the event of bad weather or poor pitch conditions;
 - (g) in any other circumstances where DCEL believes that it would be to the detriment of the College, its pupils, or its reputation to hold the Event;
 - (h) if the Hirer ceases to trade or carry on business or is unable to pay its debts, or becomes insolvent or goes into liquidation or receivership of administrative receivership or is wound up for any reason.
38. The Hirer shall be entitled to cancel the Hire Agreement by giving written notice to DCEL. If the Hirer cancels the Hire Agreement it shall pay the cancellation charges set out in paragraphs 2 and 3 above, as applicable.

General

39. The Hire Agreement shall be governed by English law and the exclusive jurisdiction of the English courts.
40. Only the parties to the Hire Agreement and Dulwich College may seek to enforce the terms of this Agreement.

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