

Terms and Conditions of Hire for Great Missenden School

The following terms and conditions must be adhered to in the hiring of the school premises. Any breach of these terms will result in cancellation of future hires without refund.

1. "Hirer" means the person or entity identified in the relevant hire request form.
2. The hirer shall pay the full amount as stipulated by the trust, and shall not be entitled to set off any amount owing to the trust against any liability, whether past or future, of the trust to the licensee.
3. The hirer shall occupy the part(s) of the premises agreed upon as a non-exclusive licensee and no relationship of landlord and tenant is created between the hirer and the trust by this licence.
4. The hirer shall not sub-licence any of the premises under the licence.
5. The hirer shall not use the premises for any purpose other than that agreed upon in the licence, as set out in the hire request form.
6. Any additional uses of the premises not agreed in writing by the trust will result in the immediate termination of the licence.
7. The trust shall retain control, possession and management of the premises and the hirer has no right to exclude the school from the premises.
8. The hirer shall be responsible for all matters relating to health and safety and shall be responsible for those in attendance during the specified time.
9. The hirer must take out its own public liability insurance with a reputable insurer approved by the school and, where requested by the trust, shall provide a copy of the relevant insurance certificate to the trust no less than 7 days before the start date of the licence.
10. The hirer shall not conduct, nor permit or suffer any other person to conduct, any illegal or immoral act on the premises, nor any act that may invalidate any insurance policy taken out by the trust in relation to the premises.
11. The hirer shall indemnify and keep indemnified the trust from and against:
 - a) Any damage to the premises or trust equipment;
 - b) Any claim by any third party against the trust; and
 - c) All losses, claims, demands, fines, expenses, costs (including legal costs) and liabilities, arising directly or indirectly out of any breach by the hirer of the licence or any act or omission of the hirer or any person allowed by the hirer to enter the premises
12. Save that nothing in the licence shall exclude or limit either party's liability for personal injury or death arising from the negligence of either party or any other liability that cannot be excluded by law, the trust shall not be responsible for any losses of a direct or indirect nature, and its maximum liability to the hirer shall not exceed the total fees paid or to be paid to the trust by the hirer under the licence.
13. The school reserves the right to cancel any letting if the accommodation is required for urgent official or school business. In these circumstances, every effort will be made to advise the hirer as soon as possible
14. Any cancellations made by the school will be refunded/rescheduled in conjunction with the hirer.
15. Any cancellations by the hirer received with less than 7 days notice will not be refunded.
16. The hirer will read the emergency evacuation procedures and be ready to follow them in the event of a fire or other similar emergency.
17. The hirer will leave the premises in the condition it was found in, leaving the area clean and tidy and not leaving any of their own equipment behind.
18. The hirer shall not display any advertisement, signage, banners, posters or other such notices on the premises without the prior written agreement from the trust.

- 19.** Images, recordings or any other media taken of the facilities for print, visual or social media must first be approved by making an application to the school's representative
- 20.** No smoking, including vaping and/or the use of e-cigarettes are allowed on the premises.
- 21.** If the hirer breaches any of the terms and conditions, the trust reserves the right to terminate the licence and retain any fees already paid to the trust, without affecting any other right or remedy available to the trust under the licence or otherwise.
- 22.** The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.
- 23.** Hirers are responsible for the safety and security of the areas that they operate in and for instructing and restricting access to non-hire areas.
- 24.** The hirer will acquire all appropriate additional licenses for any activities they are running, including those required for use of any third party intellectual property.
- 25.** The hirer is responsible for carrying out any risk assessments of the premises relating to the activities they are running.
- 26.** All portable electrical items used on the premises, must be tested and certified as compliant with current Portable Appliance Testing regulations.
- 27.** If the hirer intends to organise a public performance or entertainment, or performance of music, singing or dancing to which members of the public are to be permitted, hirers must consult the school's representative in advance to ensure that the school's premises are adequately licensed for the purpose before submitting an application.
- 28.** Alcohol must not be sold or consumed on the premises unless specific approval has been given by the headteacher. If approval is given for the sale or consumption of alcohol liquor, the responsibility for obtaining the necessary licence rests upon the hirer
- 29.** The hirer shall comply with all applicable laws and regulations relating to its use of the premises.
- 30.** The premises hire policy, the relevant hire request form submitted by the hirer and the relevant hire confirmation letter issued by the trust shall apply to and are incorporated in the licence.
- 31.** This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.
- 32.** The trust and the hirer irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising from this licence