

5. Terms and conditions of hire

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 school and shall not be entitled to set off any amount owing to the school against any liability, whether past or future, of the school 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 school by this license.
4. The hirer shall not sub-license any of the premises under the license.
5. The hirer shall not use the premises for any purpose other than that agreed upon in the license, as set out in the hire request form.
6. Any additional uses of the premises not agreed in writing by the school will result in the immediate termination of the license.
7. The school 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 and must take out its own public liability insurance with a reputable insurer approved by the school and, where requested by the school, shall provide a copy of the relevant insurance certificate no less than 10 days before the start date of the license.
9. 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 school in relation to the premises.
10. The hirer shall indemnify and keep indemnified the school from and against:
 - a. any damage to the premises or school equipment.
 - b. any claim by any third party against the school; 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 license or any act or omission of the hirer or any person allowed by the hirer to enter the premises
11. Save that nothing in the license 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 school 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 school by the hirer under the license.
12. Any cancellations by the hirer received with less than 10 days' notice will not be refunded.
13. Any cancellations by the school made with at least 10 days' notice will be refunded.
14. The hirer will read the emergency evacuation procedures and be ready to follow them in the event of a fire or other similar emergency.
15. 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.
16. The hirer shall not display any advertisement, signage, banners, posters or other such notices on the premises without the prior written agreement from the school.

17. If the hirer breaches any of the terms and conditions the school reserves the right to terminate the license and retain any fees already paid to the school, without affecting any other right or remedy available to the school under the license or otherwise.
18. The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.
19. 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.
20. The hirer is responsible for carrying out any risk assessments of the premises relating to the activities they are running.
21. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.
22. The school's premises hire policy, the relevant hire request form submitted by the hirer and the relevant hire confirmation letter issued by the school shall apply to and are incorporated in the license.
23. This license shall be governed, construed and interpreted in accordance with the laws of England and Wales.
24. The school 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 license.
25. For all adhoc bookings a deposit of £250 will be required, this will be retained if damages occur.
26. Payment for the hiring must be made on demand and addressed to the Finance Officer. Cheques must be made payable to The Norton Knatchbull School. In the event of payment not being received the letting may be cancelled. A deposit of 50% of the total charge is required on booking the facility; the remaining 50% will be invoiced 30 days prior to the hiring. Alternative arrangements will apply for regular lettings.
27. Although extremely unlikely, the School Governors reserve the right to cancel any letting without giving any reason. Under these circumstances ONLY all fees paid for that occasion will be returned. The School Governors will not be responsible for any expense incurred.
28. The hirer is responsible for ensuring that all electrical equipment brought into the school meets current safety standards. All electrical equipment must be tested by the School's site manager prior to be used.
29. On days when school is in session, no article (such as equipment, pianos, tables, flowers etc.) may be delivered at the school before 4.30 pm without the permission of the Head. Alcoholic drinks may not be brought onto the premises while the school is in session and minors are present, and all empty containers, crates etc. must be removed from the premises at the end of the letting.
30. No guarantee is given in respect of the number of chairs/table available. No transfer whatsoever of furniture may be made. The hirer may only use school furniture or school equipment which is located in the area hired.
31. Often the Hirer of a facility will require furniture and/or equipment to be laid out in a particular way. Such layouts are the responsibility of the Hirer together with the reinstatement of the furniture and/or equipment to its original position. School caretaking staff may be available to help if this does not conflict with other duties and should be requested at least 3 days in advance of the event. If the caretaking help is required outside of the period specified for the letting, then the time which is taken by the school staff may be charged at the hourly rate as though the letting period were extended.
32. No highly inflammable substances/materials or dangerous equipment shall be used on the premises.
33. Smoking is not permitted within any part of the school building or on the school site.
34. The Hirer will be permitted to use official parking areas on the school site during the period of the letting. However, there are areas of the school where parking is not permitted for

safety and other reasons, and these areas must not be used. Vehicles must not be left on the school site outside of the period of the letting. Vehicles should not be driven onto the playing fields.

35. Letting School Sports Areas. The hirer must ensure that their use of a sports area will not prejudice its use for the normal school purposes. Appropriate footwear should be worn with non-marking soles.