



Terms and Conditions of Hire of Facilities within Hillview School for Girls

The Hire

Use of School premises for a letting must be agreed in advance and only confirmed once the School has received a fully completed, signed booking form and lettings safeguarding form. The agreement will include the fee and any other charges payable. Charges shall be agreed at the time of the booking and are subject to an annual review and may be altered. The Hirer agrees to pay all fees within 10 working days of receipt of an invoice.

The use of premises must not interfere with the proper working of the School and that School use of the premises takes priority when necessary. There may be occasions when arrangements need to be changed. The use of premises is limited to the accommodation hired and necessary facilities within the times agreed.

The Hirer will under no circumstances sub-contract any of their activities or responsibilities under these terms and conditions to a third party. No landlord and tenant relationship shall exist.

The Lettings Policy is available on the School website.

Cancellation

If the hirer wishes to cancel/amend a specific booking or set of bookings, one terms notice must be given of the cancellation/amendment, in which case the school will not charge a cancellation/amendment fee. If a booking is cancelled/amended with less than 5 working days' notice given of the booking the whole of the fee may be charged by the school. When regular weekly/monthly bookings have been made, cancellation/amendment will result in a negotiated fee according to the opportunities available for re-letting the facility.

Although extremely unlikely, the School reserves the right to cancel or amend any letting with immediate effect. The School will not be responsible/liable for any additional expenses incurred by the hirer, however, in the event of the accommodation becoming unavailable due to circumstances outside the School's control, no charge will be made. The hire will be cancelled if the hirer has failed to disclose material information concerning the proposed hiring or there are reasonable grounds to conclude that the conditions of hire may have been breached. In this event a refund will be at the discretion of the School Trustees.

Insurance

All individuals, groups or organisations hiring the School property must have Public Liability Insurance with a minimum limit of indemnity of five million pounds for any one incident to cover claims arising out of negligence that may be made against them by a third party for accidental injury including; death or accidental loss, damage to property arising out of, or in consequence of, the letting and to cover the school. This applies irrespective of whether the Hirer is a commercial or non-commercial undertaking. Proof of cover must be supplied before the letting will be agreed.

Conduct

The Hirer shall be responsible for ensuring that their users and spectators act in a responsible manner when entering or exiting the premises and during the hire period. Hirers shall not cause any nuisance to Hillview staff, other users of the site, the local neighbourhood, or members of the public. This includes the use of offensive language and undue levels of noise.

The school operates a strict no smoking and no alcohol policy in all areas of the site at all times and the Hirer is expected to action this and comply.

No dogs or any other animal will be brought onto the school site at any time, and it is the Hirer's responsibility to action this.

Hire of Premises and Equipment

The use of the facilities and all equipment is permitted entirely at the Hirers' own risk and the School will not be liable for any personal injury to any Hirer or for any consequential loss. The Hirer shall indemnify Hillview School for Girls against all claims, actions, or proceedings in respect of death or injury to any person, or damage or loss of property belonging to any person arising out of the hire and use of the facilities and site.

Any damage to equipment or premises, or missing equipment must be reported to the Site Staff before the Hirer leaves the site. Any damage resulting from misuse of equipment or premises must be paid for on demand. The amount of such damage shall be certified by the Chairman of the Board of Trustees, whose decision will be final.

The Hirer will ensure that all users wear appropriate footwear which will not cause damage to floor coverings/surfaces. Any damage to surfaces as a result of inappropriate footwear will be the responsibility of the Hirer.

No nails or screws shall be driven into walls, floors, ceilings, furniture, or fittings. Placards should not be affixed to any part of the premises. Any alteration to the school's lighting or heating systems is strictly forbidden. School furniture (other than chairs/desks in the hired accommodation) and equipment shall not be moved, except by prior arrangement.

After use, the Hirer must leave the premises in a clean, tidy, and safe condition. All the Hirer's property should be removed, appliances and lighting switched off, windows/doors shut. Should the facility not be left in a clean and tidy state, the School reserves the right to bring in the necessary cleaning staff and charge their costs to the Hirer.

It is the Hirer's sole responsibility to control entry of all visitors at the external entrance allocated and to ensure that only those people known to them are allowed access to school premises. The entrance and any other external doors/gates that are unlocked must be controlled by responsible adults at all times during the period of the letting.

No function or class should extend beyond the hiring period unless special arrangements have previously been agreed with the School, failure to do so will be subject to an additional hourly charge.

No equipment or personal belongings may be left on the school premises unless written prior agreement has been obtained and then only at the owners risk.

The premises shall not be used for any purpose other than that for which agreement has been granted nor shall any areas of, or furniture/equipment in, the school but not included in the letting agreement be used without express permission; in such cases an extra fee may be payable.

Health and Safety

The Hirer should familiarise themselves with the appropriate action to be taken in the event of fire or another emergency. They should know where extinguishers are located and how to use them, how to obtain assistance from the emergency services and the location of fire exits and this should form part of the Hirer's risk assessment. The Hirer is responsible for ensuring all corridors and fire escapes are clear and free from obstruction during the period of hire. The Hirer is also responsible for signing in and monitoring persons on site, so that in the event of a fire evacuation all persons can be accounted for.

The Hirer is responsible for providing first aid equipment and trained personnel and appropriate communications to contact the emergency services if required. Additionally, to familiarise themselves with the locations of defibrillators around the school site. The School will provide the Hirer with contact details of our site staff and confirmation of our address should the need to phone emergency services arises.

The Hirer may not bring onto the premises their own electrical appliances without prior approval from the Site Team nor bring onto site any flammable or explosive materials.

Standards and Safeguarding

The Hirer and employees, if supervising children or vulnerable adults, will have a current DBS (Disclosure and Barring Service) check. Confirmation of which must be ticked on the booking form. If children are present, adults must directly supervise them at all times and be familiar with the Government guidance on ['Keeping Children Safe in Out-of-School Settings'](#). The School's policy on Child Protection is available on the website and should be viewed as a matter of course.

Licences

The Hirer shall obtain the necessary licence from the appropriate authority for undertaking any of the following activities within Hillview School for Girls: performance of a play, cinematography exhibition, public dancing, singing, films, playing music or other public entertainment. All the necessary measures should be taken to fulfil the conditions of the licence and if a Temporary Event Notice is required, this must be established in advance. The Hirer indemnifies the School against any breach of these conditions.

Parking

Car parking is permitted in designated areas on the School premises, subject to availability.

Vehicles should not be allowed on the playing fields and no parking which restricts the caretakers' or emergency services access will be permitted. Parking on the roadway where double yellow lines are displayed is not permitted. Control of parking is the responsibility of the Hirer. No responsibility can be taken by the school for any damage to vehicles sustained whilst in the school grounds. Any damage or theft to cars is entirely at the owners' risk.

Lost Property

The School accepts no responsibility or liability for the damage or loss of equipment or personal belongings which occur during the period of hire and between periods of hire for regular Hirer's.

Termination of contract

In the case of regular Hires, each party reserves the right to terminate this Agreement giving the other party one term's notice in writing. In the event of a breach of the terms of this Agreement by the Hirer or concerning public safety including any failure to implement an adequate risk assessment of the Hire, the School may terminate this Agreement with immediate effect. The School's decision to terminate under the above conditions shall not give rise to any claims for damages or otherwise by the Hirer.