

BRISTOL GRAMMAR SCHOOL
Terms and Conditions for Letting of School Premises including Failand
(excluding Great Hall)

Booking Date-----

Contact-----

Company Name-----

Interpretation

1. The definitions and rules of interpretation in this clause apply to these terms and conditions ('Conditions'):
'Agreement' means the Confirmation Letter and these Conditions.
'BGS' means Bristol Grammar School, University Road, Bristol BS8 1SR.
'Confirmation Letter' means the letter from BGS to the Hirer confirming the hire of the Hired Premises.
'Deposit' means the sum payable by the Hirer to BGS when the Confirmation Letter is returned.
'Event' means the event or function specified in the [Confirmation Letter].
'Facilities' mean the Facilities set out in the Confirmation Letter and any other facilities as appropriate.
'Hire Charge' means the total charge payable by the Hirer for the hire of the Hire Premises and provision of the Facilities.
'Hirer' means the person, firm or company entering into this Agreement with BGS.
'Hire Period' means the period specified in the Confirmation Letter.
'Hired Premises' means the premises set out in the Confirmation Letter.
'Participants' means the persons invited by the Hirer, with the agreement of BGS, to attend the Premises [and use the Facilities] and includes members of the Hirer [and members of the audience attending the Premises].
2. Paragraph headings will not affect the interpretation of the Agreement.
3. Words in the singular will include the plural and vice versa.

General

4. No order placed by a prospective hirer shall be deemed accepted by BGS until the Confirmation Letter is issued to the prospective hirer by BGS and returned completed by the Hirer to BGS.
5. BGS reserves the right to decline any application for hire.

Hire

6. Subject to these Conditions, BGS gives the Hirer the non-exclusive right to use the Hired Premises and/or Facilities for the Hire Period and to allow the Participants to enter the venue for the sole purpose of the Event and BGS agrees to provide the Facilities as set out in the Confirmation Letter.
7. BGS can only make the Facilities available to the Hirer for the times specified in the Confirmation Letter. If the Hirer requires an extension it must agree the extension with BGS in advance and agree to pay BGS's additional charges.

Use of the Facilities

8. No hirer of the premises shall alter or interfere with the fittings or fix any nail, screw, hook or other fastening into the floors, ceilings, walls, or any part of the building, nor shall any bill, placard or notice be fixed on any part of the building, except with the approval of the Lettings Manager. At the end of the Hire Period, the Hirer shall be responsible for removing any such bill, placard or notice. This specifically includes fences and gates.
9. Where the Hirer is using sports facilities or other equipment provided by BGS, it is the responsibility of the Hirer to ensure that they provide appropriately trained supervision. Such supervision must meet the minimum

standards set out in the professional guidance issued by an appropriate governing body.

10. It is the responsibility of the Hirer by the end of the Hire Period to return rooms, furniture and equipment to how the room, playing area or other facility was found at the beginning of the Hire Period.
11. It is the responsibility of the Hirer to ensure that all vehicles, equipment and materials associated with their hire of BGS facilities are removed from site by the close of the Hire Period. Exceptions to this will only be with the express written permission of the Lettings Manger.
12. It is the responsibility of the Hirer to ensure that the premises or locations being hired are kept secure at all times. In the event of loss or damage, Conditions 20 to 22 will apply.
13. BGS and its employees retain the right at all times during the Hire Period to enter the Hired Premises or to inspect the Hired Premises or Facilities.

Hirer's Obligations

14. The Hirer will:
 - 14.1 comply with the conditions contained in all licences granted to BGS or the Bursar by the Licensing Justices in respect of the Hired Premises, and also with the provisions of the Public Health Acts, Local Bye-Laws, and any other relevant statutes or regulations and the requirements of the Performing Rights Society.
 - 14.2 indemnify BGS and the Bursar against all liability on account of the breach of the same. The document attached (Licensing Requirements) sets out a minimum standard required to meet the conditions of BGS's Premises License. The Hirer is required to sign and return a copy of this document for the express purpose of accepting these conditions.
 - 14.3 give BGS a minimum of 5 working days' notice of any special requirements of Participants, such requirements including but not being limited to disability requirements or any other specific requirements.
 - 14.4 be responsible for ensuring that Participants are aware of and adhere to all health and safety and other regulations at the Hired Premises and comply with all reasonable requests of BGS employees.

Payment

15. The Hirer will:
 - 15.1 pay BGS a refundable Security Deposit of £350 against loss or damage (if required). The Security Deposit will become payable upon completion of the Confirmation Letter.
16. BGS will invoice the Hirer for the full balance of the Hire Charge together with any additional charges at any time after the commencement of the Hire Period. The Hirer will pay the invoice in full by the date shown on the invoice. The Hirer will make payment by cheque or bankers draft or electronic transfer made payable to BGS.
17. If the Hirer fails to pay BGS before the due date, BGS may charge simple interest on such sum from the due date at the annual rate of 4% above the base lending rate from time to time of HSBC, accruing on a daily basis until payment is made, whether before or after any judgment.

18. All sums payable to BGS under the Agreement will become due and payable immediately upon its termination.
19. Unless otherwise stated, all sums payable under the Agreement shall be exclusive of any applicable value added tax, for which the Hirer shall be additionally liable at the prevailing rate.

Liabilities

20. BGS shall not in any circumstances be liable for damage to or loss of any property, articles or things whatsoever placed or left upon the premises or in the cloakrooms by the Hirer or by any persons attending this function, however such loss or damage may be caused.
21. Any damage, wilful or accidental, other than by fire, sustained by the grounds, building, floor, furniture or fittings therein, during the Hire Period shall be repaired or restored under arrangements made by BGS, and all expenses in relation thereto incurred by BGS shall be forthwith repaid to them by the Hirer.
22. Any articles owned by BGS lost or missing from the rooms, playing areas or such like, during or in connection with any Hire Period must be paid for by the Hirer.

Insurance

23. It is the responsibility of the Hirer to ensure that all suppliers of services hold appropriate insurances, and that all equipment brought on to BGS premises meet the minimum statutory requirements.
24. Whenever any increased premium for fire or other insurance is payable, such increased premium shall be paid by the Hirer.

Variation

25. If after acceptance of the Hirer's booking by BGS the Hirer wishes to make variations to its booking, the Hirer shall notify BGS of such variations in writing.
26. In the event that the Hirer cancels the Agreement, BGS reserves the right to make cancellation charges in accordance with Condition 28.
27. In the event that the Hirer requests extra facilities, BGS will use its reasonable endeavours to provide them but cannot guarantee that it will be able to do so.

Cancellation

28. The Hirer may cancel the Agreement at any time but BGS may charge a cancellation fee as detailed below:
 - 28.1 If the Agreement is cancelled 22 days or more prior to the commencement of the Hire Period the Hirer will not be required to pay a cancellation fee but any Deposit will be retained by BGS.
 - 28.3 If the Agreement is cancelled 21 - 8 days prior to the commencement of the Hire Period the Hirer will pay to BGS a cancellation fee equal to 50% of the Hire Charge.
 - 28.4 If the Agreement is cancelled 7 - 0 days prior to the commencement of the Hire period the Hirer will pay to BGS a cancellation fee equal to 100% of the Hire Charge.
29. Notification of cancellation should be made in writing and will be effective on the day received by BGS. The charges detailed in Condition 28 above will be payable within 14 days of the date that notification of cancellation is received by BGS.

Termination

30. BGS may terminate the Agreement without liability to the Hirer immediately on notice to the Hirer if:
 - 30.1 the Hirer commits a material breach of any of the terms of this Agreement (and if the breach is remediable) fails to remedy that breach within 14 days of the Hirer being notified in writing of the breach; or

30.2 the Hirer becomes insolvent or makes any arrangements with its creditors.

31. Whilst BGS will make every effort to meet the terms of the Hire, it may vary or cancel the hire in the event that the needs of BGS so require it. In this event, every effort will be made to make suitable alternative arrangements.
32. On termination of this Agreement for any reason:
 - 32.1 The Hirer shall vacate the Hired Premises immediately and ensure that all things which it has caused to be in the Hired Premises leave or are removed.
 - 32.2 The Hirer shall immediately pay BGS all outstanding unpaid invoices and interest in respect of the Hired Premises. For those invoices not yet submitted BGS may submit an invoice, which will be payable immediately on receipt.

Force Majeure

33. Every effort will be made to carry out the contract, but its due performance is subject to cancellation by BGS or to such variation as it may find necessary as a result of its inability to secure labour, materials or supplies or as a result of any act of God, war, strike, lock-out or other labour dispute, fire, flood, drought, legislation or other class (whether of the foregoing class or not) beyond BGS's control.

General

34. It is forbidden to use the name of BGS in any publicity material or press reports relating to non-BGS functions without BGS's permission. The taking of photos of BGS premises, facilities, and/or students is strictly forbidden except with the express written permission of the [Lettings Manager].
35. Freedom of speech. It is the responsibility of the organisers of any meeting or activity at which they may reasonably expect disruption of any kind to inform BGS at the time the booking is made, and in no case less than twenty-eight days before the commencement of the Hire Period, of the names of the proposed speakers and the subject matter of their talks. Where such prior notice is not given and there subsequently appears to be risk of disruption the Hirer shall be in breach of the conditions of the booking and BGS may withdraw permission for the use of the Hired Premises and require cancellation of the meeting or activity at any time. In such cases, BGS will not be liable to refund any payments made.
36. Where BGS incurs costs as a result of the failure to meet any of the conditions of hire, such costs will be deducted from any Deposit held. In the event that a Deposit is not held, the costs will be invoiced to the Hirer.
37. A waiver of any right under this Agreement is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given.
38. The Agreement and any dispute or claim arising out of or in connection with it or its subject matter will be governed by and construed in accordance with the law of England and Wales. The parties agree that the courts of England and Wales will have non-exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Agreement or its subject matter.

Client Signature-----
 Print Name-----
 Date-----
 Sports Facilities Lettings Manager-----
 Print Name-----
 Date-----