



# Formby High School

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## Terms and Conditions for the Hiring of Facilities at Formby High School

### General

1. These conditions apply for the letting of all premises and grounds maintained by Formby High School.
2. In these regulations 'the School' means the Governing Body of Formby High School.
3. The Governing Body and all persons authorised by them have the right to enter, use and occupy the Hired space at all times.
4. The hiring does not grant any interest or estate in the Hired space and is not intended to create the relationship of landlord or tenant.
5. Neither the Headteacher or the Governing Body shall be liable for the death of or injury to or damage to any property of or for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the Hirer or any person enjoying or purporting to enjoy the benefit of this agreement, to the extent that exclusion of such liability is permitted by law.

### Conditions of Hire

1. All applications must be made in writing on the attached form and returned to the address as stated.
2. The Hirer will be the person whose signature appears overleaf and he/she will be held responsible for all payments and the due observance of the Conditions of Hire.
3. The hire of the facilities is unsupervised by staff of Formby High School, though there is a caretaker on site at all times.
4. The application shall not be deemed accepted until the application has been approved by Formby High School and the Hirer informed in writing.
5. Funds should be paid in full on receipt of an invoice. You may be requested to pay in advance of using the facilities.
6. The Hirer agrees to defray the cost of making good any damage caused to the building, furniture, fittings, apparatus or appliances during the period of letting.
7. The Hirer should move or use any equipment without prior agreement with the school.
8. The Hirer is responsible in the event of a fire or other emergency evacuation, and must ensure they have an evacuation procedure in place, keeping all fire exit points clear at all times.

9. The Hirer will have responsibility for first aid provision during the periods of hire. The Hirer must report any accidents, incidents or building defects to the caretaker immediately.
10. The school does not provide insurance for hirers against personal injury, accident or loss/damage to personal property.
11. The Hirer must seek permission to use portable electrical appliances before they are brought in, additionally they must be PAT tested by a competent person before use.
12. The Hirer shall not use the premises for any purpose other than that described in the application and shall not sub-hire or use the premises or allow the premises to be used for any unlawful way nor do anything or bring onto the premises anything which may endanger the same or any insurance policies in respect thereof.
13. The consumption of alcohol, drugs or smoking is not acceptable at any time, by anyone, this includes external areas of the site. Therefore alcohol or drugs must not be brought on to, sold or consumed on school premises. Gambling is not permitted under the terms of the letting agreement.
14. The School for itself, and its servants, reserve the right of entry at all times, and the School's Authorised Officer is responsible for ensuring the Conditions of hire are adhered to. His/her decision of the interpretation and application of the Conditions of Hire shall be binding.
15. Any cancellations should be made in writing at least fourteen days before the hire period is due to commence. Any cancellation after this period may be subject to a cancellation fee.
16. The hire period will be agreed between the Hirer and the School. The School reserves the right to refuse any application or re-application. The School reserves the right to cancel any booking by giving fourteen days' notice where possible.
17. Hirers should inform the school of any changes to the information given in the original application in writing as soon as practical.
18. The school will require evidence of an organisation's safeguarding procedures & Disclosure and Barring Service Checks before the letting commences for those lettings involving activities with young persons or vulnerable adults or where other young persons or vulnerable adults will be occupying the premises at the same time.
19. A Licence may be required for certain events (e.g. car boot sales, music or singing events, plays or dancing), it is the Hirer's responsibility to ensure they have the appropriate licence in place and follow its requirements.
20. The submission of the application is deemed to be an acceptance of these Conditions of Hire.

Name \_\_\_\_\_

Signed on behalf of the Hirer \_\_\_\_\_

Date \_\_\_\_\_