

Hire Agreement

Dated

202[]

The Stephen Perse Foundation

and

[NAME OF HIRER]

Hire Agreement

This Agreement is made on

202█

PARTIES

1. The Stephen Perse Foundation a company incorporated and registered in England and Wales with company number 06113565 whose registered office is at Union Road, Cambridge, Cambridgeshire, CB2 1HF (the “**School**”).
2. █ (the “**Hirer**”) a company incorporated and registered in England and Wales with company number █ whose registered office is at █ (the “**Hirer**”).

THE PARTIES AGREE:

1. INTERPRETATION

- 1.1 In this Agreement, the following words and expressions shall have the following meanings:

“**Agreement**” the agreement between the School and the Hirer for the hire of the Venue in accordance with the Hire Details at Schedule 1, these Venue Hire Conditions and any Schedules or documents referred to therein.

“**Business Day**” a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

“**Capacity**” the maximum number of persons permitted at the Venue as set out in the Schedule of Available Spaces.

“**Charges**” the charges payable by the Hirer for the hire of the Venue as set out in the Hire Details at Schedule 1.

“**Event**” the event, activity or function for which the Hirer is hiring the Venue, as specified in the Hire Details.

“**Health and Safety Procedures**” any health and safety related procedures or documentation that have been agreed to be shared by the School and the Hirer.

“**Hire Period**” the period of time agreed for the hire of the Venue as described in the Hire Details, to include any period of time to set up and clear the Venue.

“**Safeguarding and Child Protection Policy**” the safeguarding and child protection policy of the School, a copy of which has been made available to the Hirer and/or is available on the School’s website.

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“Venue” the property, facilities or area or rooms within the property, to be hired by the Hirer, as specified in the Hire Details at Schedule 1.

“Venue Rules” the rules of the Venue including without limitation any rules of the Venue or applicable to the Venue in respect of safeguarding, health and safety, the use of facilities, parking, data protection or conduct of persons as may be notified to the Hirer or displayed at the Venue during the term of this Agreement.

- 1.2 A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time. A reference to legislation or a legislative provision includes all subordinate legislation made from time to time under that legislative or legislative provision.
- 1.3 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.4 A reference to **writing** or **written** includes email.
- 1.5 If there is any conflict or ambiguity between the Hire Details at Schedule 1, the Venue Hire Conditions, a term contained in a document listed first in this paragraph shall have priority over one subsequently listed in this paragraph.

2 CONFIRMATION OF HIRE

- 2.1 In consideration of the Charges, the School agrees to permit the Hirer to use the Venue for the Event during the Hire Period. The Hirer agrees to hire the Venue on the terms of this Agreement and to observe and perform this Agreement.
- 2.2 This Agreement shall come into effect on the date of the Agreement. Until that time, bookings for hire will be treated as provisional.

3 LICENCE AND USE OF VENUE

- 3.1 Subject to clause 7, the School grants the Hirer a right for the Hire Period to enter and use the Venue for the Event in accordance with the terms of this Agreement. The Hirer acknowledges that:
 - 3.1.1 the Hirer shall have the right to enter and use the Venue as a licensee only and no relationship of a landlord and tenant is created between the School and Hirer by this Agreement;
 - 3.1.2 the School retains control, possession and management of the Venue and the Hirer has no right to exclude the School from the Venue. The School reserves the right to enter the Venue at all times during the Hire period;

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3.1.3 it has obtained all relevant approvals, consents and licences as required in connection with the Event;

3.1.4 the School shall have the right at its sole discretion to object to and require cessation of any activity which it may reasonably consider distasteful, prejudicial or contrary to law; and

3.1.5 the Hirer is responsible for all advertising or promotion of the Event at its own sole cost and expense but that it will ensure that all advertising and promotion concerning the use of the Venue has been approved by the School prior to release. The Hirer will ensure that no advertising or promotional material shall infringe or violate any copyright, trademark or other proprietary right of any other person or render the School liable to any proceedings whatsoever.

3.2 The Hirer warrants and undertakes:

3.2.1 that it shall pay promptly on the terms provided all sums and charges in respect of the Deposit, the Charges and any additional charges;

3.2.2 that it shall use its best endeavours to ensure that all matters connected with the Event are conducted in a proper and orderly manner;

3.2.3 to strictly comply with:

3.2.3.1 the Capacity requirements of the Venue;

3.2.3.2 any Health and Safety related policies and procedures specified by the School;

3.2.3.3 the Safeguarding and Child Protection Policy; and

3.2.3.4 the Venue Rules;

3.2.4 to ensure that all staff and volunteers providing or offering a service on behalf of the Hirer comply with the requirements set out in the 'Keeping Children Safe in Education' guidance ("**KCSIE**") in force at any time during the Hire Period; are familiar with and agree to follow the requirements of the Child Protection and Safeguarding Policy; and acknowledge that the School shall follow the safeguarding procedures set out in the Child Protection and Safeguarding Policy in the event that a safeguarding allegation or concerns are raised relating to an incident whilst the Hirer was using the Venue;

3.2.5 that the Hirer may use its own staff, volunteers or security personnel, if agreed in writing with the School and shall ensure that all such individuals are registered with and recognised by the relevant regulatory bodies as required for the Venue;

3.2.6 where relevant for the role, that all staff, volunteers or security personnel providing or offering a service on behalf of the Hirer are subject to an enhanced Disclosure and Barring Scheme check

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(Enhanced DBS Check) including a 'children's barred list' check and subscribe to the Disclosure and Barring Scheme Update Service at the point of renewing their Disclosure and Barring Scheme Certificate and maintain their registration at all times during the Hire Period;

3.2.7 that all staff who will be present or have a position of responsibility at the Venue have completed basic safeguarding and health and safety training relevant to children, adults (or both) to include updates within the last year, or have received an appropriate briefing regarding safeguarding;

3.2.8 to conduct regular performance reviews to check the suitability and training requirements of staff and volunteers after their appointment;

3.2.9 that the Hirer shall sign a letter of undertaking at the start of the Hire Period to confirm the requirements in clauses 3.2.4, 3.2.6, 3.2.7, 3.2.8, 3.2.13, 3.2.14 and 3.2.31 have been completed. The School reserves the right at its discretion to require the removal of any staff, volunteer or security personnel of the Hirer from the Venue at any time;

3.2.10 to satisfy itself as regards the facilities and services available at the Venue and acknowledge that the School shall not be responsible for the inadequacy of such facilities and services;

3.2.11 not permit any form of filming or recording of the Venue without prior written consent from the School and subject to such terms as the School may in its sole discretion impose;

3.2.12 to conduct a risk assessment based on the Event's activities and to provide first aid supplies that relate to the risk assessment (no medical cover or equipment will be provided by the School), with risk assessments reviewed and updated annually, or earlier if the circumstances or public health advice changes, and put in place active arrangements to monitor whether the controls for managing risks are effective and working as planned;

3.2.13 to have an emergency plan in place to respond effectively to an emergency at the Venue;

3.2.14 to have a fire safety and evacuation plan in place;

3.2.15 to be responsible for site security during the Hire Period as specified in Schedule 1;

3.2.16 to be responsible for the behaviour of all those attending the Event;

3.2.17 not to use the Venue other than for the Event;

3.2.18 to ensure that no guests shall enter any area other than the Venue without the prior written consent of the School;

3.2.19 not to do or permit to be done anything on the Venue which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to the School or to any other customers of the School, or any owner or occupier or neighbouring property;

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3.2.20 to comply (and ensure that its staff and agents comply) with the terms of this Agreement and any instructions or notices from the School, and use reasonable efforts to ensure that any guests or other persons present at the Event so comply;

3.2.21 to permit the School to search all containers, bags, boxes and equipment coming into or leaving the Venue, including those brought onto the Venue by guests during the Hire Period;

3.2.22 not to cause or permit to be caused any damage to the Venue, including any furnishings, equipment or fixtures at the Venue;

3.2.23 not to smoke or permit smoking (including e-cigarettes) anywhere in the Venue;

3.2.24 not to fix any bolts, nails, tacks, screws, adhesives, tape or other such fixing devices to the walls or fabric of the Venue;

3.2.25 not to display any advertisement, signboards, flag, banner, placard, poster, signs or notices at the Venue without the prior written consent of the School;

3.2.26 not to alter, move or interfere with any lighting, heating, power, cabling or other electrical fittings or appliances at the Venue, or install or use additional heating, power, cabling or other electronic fittings or appliances without the prior written consent of the School;

3.2.27 to use any equipment provided by the School, as specified in the Hire Details at Schedule 1, for its proper purpose and in accordance with any instructions provided by the School regarding its use;

3.2.28 to leave the Venue in a clean and tidy condition and to remove the Hirer's decorations, displays and any other Hirer equipment from the Venue at the end of the Hire Period;

3.2.29 to ensure that all guest leave the Venue at the time specified in Schedule 1; and

3.2.30 not to bring or permit to be brought any animal onto the Venue without the prior written consent of the School, with the exception of assistance dogs within the meaning of the Equality Act 2010;

3.2.31 to have in place a complaints procedure that includes provision for children, young people, and families to raise a safeguarding concern, together with a whistleblowing policy so that staff can raise concerns about the maltreatment of any children, and a staff behaviour policy;

3.2.32 to allow the School to inspect any risk assessment, emergency plan and/or fire safety and evacuation plan or other documents prepared in accordance with paragraphs 3.2.12 - 3.2.14 above, when requested by the School.

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- 3.3 Car parking is typically not available unless specified in Schedule 1. Any request for car parking, or arrangements for loading and unloading equipment for the Event, must be discussed with the School and prior permission sought in advance of the letting, confirmation of which will be set out in Schedule 1. There may be an additional charge for parking. The School does not accept liability for any theft or damage to vehicles parked in any car park provided.
- 3.4 The Hirer shall ensure that the guests behave in a responsible and safe manner at the Event, and the School reserves the right to remove or request that the Hirer remove guests that do not do so from the Event and the Venue.
- 3.5 If applicable to the Event, where services or activities are not under the direct supervision or management of the School, the Hirer will provide a written copy of its safeguarding policy to the School and ensure that it is implemented. The Hirer shall allow the School to inspect its safeguarding policy when requested by the School. The Hirer must provide adequate supervision of children at all times. The Hirer must ensure that persons supervising children are a minimum of 18 years of age.
- 3.6 The School warrants and undertakes:
- 3.6.1 on the commencement of the Hire Period to give access to the Venue to the Hirer free from obstructions, subject always to the Hirer's payment of the Charges and compliance with the provisions of this Agreement;
- 3.6.2 to endeavour to find a suitable alternative if, for some reason such as maintenance work, a facility is not available;
- 3.6.3 to advise the Hirer of any requirements applicable to the Venue including the Safeguarding and Child Protection Policy, any applicable Health and Safety policy or procedures, the Venue Rules and any other rules of conduct applicable to the Venue;
- 3.6.4 to provide relevant available information as reasonably requested by the Hirer in connection with the Venue; and
- 3.6.5 to effect and maintain its own insurance in respect of the Venue and public liability cover.
- 3.11 The School will comply with its duties to inform the local authority designated officer ("LADO") and any other relevant agency about safeguarding allegations or concerns in accordance with KCSIE.
- 3.12 The Hirer must, where an allegation is made that might indicate a person would pose a risk of harm if they continue to work in any capacity with children or concerns are raised that a person may have acted in a way that is inconsistent with expected behaviour (including but not limited to being over friendly with children, having favourites, taking photographs of children on their mobile phone, engaging with a child on a one-to-one basis in a secluded area or behind a closed door, or humiliating children) relating to an incident that occurred whilst using the Venue, notify the School's designated safeguarding lead ("DSL") or nominated Deputy within 24 hours or as soon as practicable, details of

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which can be found in the School's [Safeguarding and Child Protection Policy](#). The Hirer must liaise with the School on safeguarding matters throughout the Hire Period and subsequently as required. The Hirer may also be required to notify the LADO and any other relevant agency about safeguarding allegations or concerns.

3.13 The Hirer may be required to manage locking and unlocking of the Venue which they have booked, including securely accessing a key safe box to obtain the required key(s). Issued key(s) remain the property of the School. Key holders will be required to attend a briefing with a member of the School staff on safety and security procedures. By accepting the terms of this Agreement, the Hirer who is key holder agrees to:

3.13.1 Only use the key(s) for the purposes of the Event during the Hire Period;

3.13.2 Ensure that only the Hirer operates the security system and ensures appropriate unlocking and locking of the Venue and that they do not pass the key(s) or code for the key safe box to anyone else without the express permission in writing of the School;

3.13.3 Leave the Venue in a secure state, including but not limited to, windows and doors being secured and lights and taps being turned off and follow any specific instructions issued by the School;

3.13.4 Secure the key(s) in the key safe box at the end of the Event.

3.13.5 Not make any copies of the keys under any circumstances;

3.13.6 Pay the cost to cover the replacement of any lost keys.

4. GUEST NUMBERS

4.1 The Hire Details at Schedule 1 indicate the guaranteed minimum number of guests attending the Event.

5. CHARGES AND PAYMENT

5.1 The Hirer shall pay the Charges in accordance with this clause 5.

5.2 The School shall issue an invoice for the Charges which shall be payable by the Hirer no less than 30 Days before the Event.

5.3 The School may issue an additional invoice after the Event for any further Charges due which were not included in the invoice issued pursuant to clause 5.2. Charges invoiced pursuant to this clause 5.3 shall be payable by the Hirer within 30 days of receipt. In addition, the Hirer agrees to pay and shall be responsible for any additional costs that may include the following:

5.3.1 damage and additional cleaning to the Venue;

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5.3.2 non-emergency discharge of a fire extinguisher; tampering with a smoke detector or other fire safety equipment; non-emergency fire alarm activation; and removal of chewing gum from carpet.

5.4 All amounts payable by the Hirer exclude amounts in respect of value added tax (VAT), which the Hirer shall additionally be liable to pay to the School at the prevailing rate (if applicable), subject to receipt of a valid VAT invoice.

5.5 If the Hirer fails to make any payment due to the School under the Agreement by the due date for payment, then, without limiting the School's remedies under clause 7, the Hirer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgement. Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

5.6 All amounts due under the Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

5.7 The Hirer acknowledges that the charges given may be increased from time to time. Hirers will be notified of any changes in writing with a minimum of one term's notice.

6 LIABILITY

6.1 The School has obtained appropriate insurance cover in respect of its own legal liability for individual claims. The limits and exclusions in this clause reflect the insurance cover the School has been able to arrange and the Hirer is responsible for making its own arrangements for the insurance of any excess loss. It is recommended that the Hirer obtains insurance cover in respect of all risks which may be incurred by the Hirer, arising out of the Event.

6.2 The restrictions on liability in this clause 6 apply to every liability arising in connection with the Agreement including liability in contract, tort (including negligence), misrepresentation, restitution, deliberate fault or otherwise.

6.3 Nothing in the Agreement limits any liability which cannot legally be limited, including liability for:

6.3.1 death or personal injury caused by negligence; and

6.3.2 fraud or fraudulent misrepresentation.

6.4 Subject to clause 6.3, the School shall not be liable for:

6.4.1 the death of, or injury to, the Hirer or that of the Hirer's employees, contractors or any other guests or invitees to the Venue; or

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6.4.2 damage or theft of any property of the Hirer or that of the Hirer's employees, contractors or other guests of invitees to the Venue.

6.5 Subject to clause 6.3 and clause 6.4, the School's total liability to the Hirer shall not exceed the total amount paid to the School under this Agreement.

6.6 Subject to clause 6.3 and clause 6.4, clause 6.7.2 identifies the kinds of loss that are not excluded. Subject to that, clause 6.7 excludes specified types of loss.

6.7 The following types of loss are excluded:

6.7.1.1 loss of profits;

6.7.1.2 loss of sales or business;

6.7.1.3 loss of agreements or contracts;

6.7.1.4 loss of anticipated savings;

6.7.1.5 loss of use or corruption of software, data or information;

6.7.1.6 loss of or damage to goodwill; and

6.7.1.7 indirect or consequential loss.

6.7.2 The following types of loss are not excluded:

6.7.2.1 wasted expenditure.

6.8 Unless the Hirer notifies the School that it intends to make a claim in connection with this Agreement within the notice period, the School shall have no liability for that claim. The notice period for a claim shall start on the day on which the Hirer became, or ought reasonably to have become, aware of the incident giving rise to the claim having occurred and shall expire 3 months from that date. The notice must be in writing and must identify the incident and the grounds for the claim in reasonable detail.

7. CANCELLATION

7.1 The School may cancel the Agreement with immediate effect by giving the Hirer or Hirer's authorised representative notice in writing if:

7.1.1 the School reasonably considers that the Event (and/or the conduct of any of the Hirer's employees or other participants) is or may incite public disorder, is obscene or otherwise permits to these situations and/or is in bad taste; and/or

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7.1.2 the School reasonably considers that the Event (and/or the conduct of any of the Hirer's employees or other participants) is in conflict with or prejudicial to the business of the Venue, the School and/or its reputation;

7.1.3 the School reasonably considers that the Event (and/or the conduct of any of the Hirer's employees or other participants) is in breach of any of the Hirer's obligations and undertakings under this Agreement;

7.1.4 the Hirer fails to pay any amount due under the Agreement on the due date for payment;

7.1.5 the Hirer commits a material breach of any term of the Agreement;

7.1.6 the Hirer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;

7.1.7 the Hirer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Agreement is in jeopardy;

7.1.8 the Hirer fails to comply with the Safeguarding and Child Protection Policy or with clause 3.2.4, clause 3.2.5, clause 3.2.6, clause 3.2.7, clause 3.2.10, clause 3.5 or clause 3.12 of the Agreement; or

7.1.9 the Hirer is unable to perform its obligations in connection with the Agreement pursuant to clause 9.

7.2 If the Agreement is cancelled by the School in accordance with clause 7.1, the School reserves the right to charge a cancellation fee plus any expenses and/or costs already incurred by the School in connection with the Event. Any sums already received by the School under this Agreement will be deducted from the cancellation fee. The cancellation fee shall be 75% of the total cost of the Hire.

7.3 If the Agreement is cancelled by the Hirer, the School reserves the right to charge a cancellation fee plus any expenses and/or costs already incurred by the School in connection with the Event. Any sums already received by the School under this Agreement will be deducted from the cancellation fee. The cancellation fee shall be:

- Bookings cancelled by the Hirer with notice of 6 weeks or more will incur a cancellation fee equivalent to 25% of the total cost of the Hire.
- Bookings cancelled by the Hirer with 4-6 weeks' notice will incur a cancellation fee equivalent to 50% of the total cost of the Hire.
- Bookings cancelled by the Hirer with fewer than 4 weeks' notice will incur a cancellation fee equivalent to 100% of the total cost of the Hire.

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7.4 On completion or cancellation of the Agreement for whatever reason:

7.4.1 any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after completion or cancellation shall remain in full force and effect; and

7.4.2 completion or cancellation of the Agreement shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of completion or cancellation, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of completion or cancellation.

7.5 The School may cancel the Agreement without cause on written notice to the Hirer.

7.6 On occasion, the School may need to cancel a booking for a specific event, to undertake maintenance work or for health and safety reasons. The School reserves the right to refuse any application or withdraw permission for any booking at any time but will endeavour to give as much notice as possible. No payment other than a refund of the paid hire fee will be made.

8. DATA PROTECTION

Each party shall, at its own expense, ensure that it complies with and assists the other party to comply with the requirements of all legislation and regulatory requirements in force from time to time in the UK relating to the use of personal data and the privacy of electronic communications, including (i) the Data Protection Act 2018 and any successor UK legislation, (ii) the retained EU law version of General Data Protection Regulation ((EU) 2016/679) (UK GDPR), and (iii) the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party.

9. FORCE MAJEURE

9.1 Force Majeure Event means any circumstance not within a party's reasonable control including, without limitation:

9.1.1 acts of God, flood, drought, earthquake or other natural disaster;

9.1.2 epidemic or pandemic;

9.1.3 the Coronavirus (also called COVID-19) the spreading of which has been classed as a pandemic and any effects arising from or in connection with the same including, but not limited to, any actions, recommendations, announcements or restrictions, related to its subject matter (whether made by a government body, authority, public health organisation or other similar official body) which affect a party's performance of its obligations under this Agreement ("the Virus");

9.1.4 terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;

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9.1.5 nuclear, chemical or biological contamination or sonic boom;

9.1.6 any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition;

9.1.7 collapse of buildings, fire, explosion or accident;

9.1.8 any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause, or companies in the same group as that party);

9.1.9 interruption or failure of utility service.

9.2 Provided it has complied with clause 9.4, if a party is prevented, hindered or delayed in or from performing any of its obligations under this Agreement by a Force Majeure Event (**Affected Party**), the Affected Party shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

9.3 The corresponding obligations of the other party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party.

9.4 The Affected Party shall:

9.4.1 as soon as reasonably practicable after the start of the Force Majeure Event but no later than 5 days from its start, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its liability to perform any of its obligations under the agreement; and

9.4.2 use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

9.5 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than three months, the party not affected by the Force Majeure Event may terminate this agreement by giving four weeks' written notice to the Affected Party.

10. ALTERNATIVE DISPUTE RESOLUTION

10.1 The parties to this Agreement agree that if any dispute or difference arises out of or in connection with the provisions of this Agreement which they are unable to resolve by negotiation (the "**Dispute**"), they shall seek to resolve the Dispute amicably by using the following procedure.

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10.1.1 The Parties shall submit the Dispute to an independent mediator ("**Mediator**") appointed by agreement between the parties to assist them in resolving the Dispute.

10.1.2 Any party may give written notice to the other describing the nature of the Dispute, requiring the Dispute to be submitted to a Mediator and proposing the names of up to 3 suitable persons to be appointed. If no such person is appointed by agreement between the Parties within 5 Business Days after such notice is given (or, if no such notice is given, within 5 Business Days after the Dispute has arisen), any party may request an alternative dispute resolution (ADR) service provider to appoint the Mediator.

10.1.3 The parties shall, with the assistance of the Mediator, seek to resolve the Dispute by using an ADR procedure agreed between the Parties or, in default of such agreement, established by the Mediator.

10.1.4 If the parties reach agreement as to the resolution of the Dispute, such agreement shall be recorded in writing and signed by the parties (and, if applicable, the Mediator), whereupon it shall become binding upon the parties.

10.1.5 If:

10.1.6 the Dispute has not been resolved to the satisfaction of all parties within 5 Business Days after the appointment of the Mediator; or

10.1.7 any Party fails or refuses to agree to or participate in the ADR procedure; or

10.1.8 the Dispute is not resolved within 10 Business Days after it has arisen,

then the parties shall be free to litigate in accordance with the governing law and jurisdiction clause.

10.1.9 In the event that the Dispute is litigated the Mediator shall not, unless the parties all agree otherwise, take any part in the proceedings, whether as a witness or otherwise, and no aspect of the ADR procedure, including any recommendations made by the Mediator in connection with the ADR procedure, shall be relied upon by any party without the prior written consent of the other Parties and the Mediator.

10.2 The costs and fees of the Mediator, the ADR service provider and any neutral Premises shall be borne equally by the parties unless otherwise expressly agreed or specified by the Mediator. The parties shall bear their own costs of all other aspects of the ADR procedure or dispute resolution and management of the operation of this Agreement.

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11. GENERAL

11.1 Assignment and other dealings

11.1.1 The Hirer shall not assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Agreement without the School's prior written consent.

11.1.2 The School may at any time assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights under the Agreement.

11.2 Confidentiality

11.2.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group to which the other party belongs, except as permitted by clause 11.2. For the purposes of this clause 11.2, group means, in relation to a party, that party, any subsidiary or holding company from time to time of that party, and any subsidiary from time to time of a holding company of that party.

11.2.2 Each party may disclose the other party's confidential information:

11.2.2.1 to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Agreement. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 11.2; and

11.2.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

11.2.3 Neither party shall use any other party's confidential information for any purpose other than to perform its obligations under the Agreement.

11.3 Entire Agreement

11.3.1 The Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

11.3.2 Each party acknowledges that in entering into the Agreement it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Agreement.

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11.4 **Variation.** No variation of the Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

11.5 Waiver

11.5.1 A waiver of any right or remedy under the Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

11.5.2 A failure or delay by a party to exercise any right or remedy provided under the Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

11.6 **Severance.** If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 11.6 shall not affect the validity and enforceability of the rest of the Agreement.

11.7 Notices

11.7.1 Any notice or other communication given to a party under or in connection with the Agreement shall be in writing and shall be:

11.7.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office; or

11.7.1.2 sent by email to the address specified in the Hire Details.

11.7.2 Any notice or communication shall be deemed to have been received:

11.7.2.1 if delivered by hand, at the time the notice is left at the proper address;

11.7.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00am on the second Business Day after posting;

11.7.2.3 if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 11.7.2.3, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

Hire Agreement

11.7.3 This clause 11.7 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

11.8 **Third party rights.** The Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.

11.9 **Governing law.** The Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with the law of England and Wales.

11.10 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Agreement or its subject matter or formation.

Hire Agreement

This Agreement has been entered into on the date stated at the beginning of it.

Signed by: _____
for and on behalf of [NAME OF HIRER]

PRINT NAME

Signed by: _____
for and on behalf of The Stephen Perse Foundation

PRINT NAME

Hire Agreement

Schedule 1

Hire details

Hirer:	[NAME] (Company Number: [])
Hirer's Address:	[REGISTERED OFFICE ADDRESS]
Hirer's Representative	Name: Title: Postal Address (if different from above)
Contact telephone number	
Contact email	
Event	
Venue	
Date of booking	
Start time	
End time	
Number of attendees	
Children attending (Y/N)	
Activity open to the public (Y/N)	
School	The Stephen Perse Foundation
School's Address:	Union Road, Cambridge, CB2 1HF
School's VAT number:	312261353

Hire Agreement

School's representative:	Name: Title: Email: bookingsandlettings@stephenperse.com Telephone:
Special Terms	[Include anything unique to booking e.g. parking, security arrangements etc. use of school equipment etc.] [If any of the clauses in the Agreement are varied, expressly state that here]