



## Lettings Policy

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## **1. INTRODUCTION**

The Governing Body will make every reasonable effort to ensure the school building and grounds are available for community use. However, the overriding aim of the Governing Body is to support the school in providing the best possible education for its pupils. Any lettings of the premises to outside organisations will be considered with this in mind.

### **1.1 DEFINITION OF A LETTING**

A letting may be defined as 'any use of the school premises by either a community group or a commercial organisation', regardless of whether a letting fee is charged. It must not interfere with the primary activity of the school, which is to provide a high standard of education for all its pupils.

### **1.2 CHARGES FOR A LETTING**

The governing body is responsible for setting the charges for the letting of the school premises, as set out in the approved scale of lettings charges (Appendix A for those managed by Laurel Park) and (Appendix D for those managed by School Plus).

## **2. APPLYING TO USE THE SCHOOL**

The school works with Schools Plus who manage most lettings on the school premises. Applications for lettings are made via them <https://www.schoolsplus.co.uk/Laurel Park/> Terms and Conditions for hiring via them can be viewed in Appendix C.

On some occasions the School may manage a letting internally.

Applying to use the school premises should be made to Schools Plus following their procedure.

Where the school is contacted directly these should be sent to Deputy Head - non teaching and the Letting Agreement should be filled in at least 21 days before the event.

The Deputy Head - non teaching will resolve any conflicting requests for the use of the premises, with school functions always receiving priority.

The Deputy Head - non teaching is responsible for the management of lettings via Schools Plus, in accordance with the school's policy, but the Head Teacher retains overall responsibility.

If the Deputy Head - non teaching /Head Teacher has any concern about the appropriateness of a particular request for a letting, he/she will consult the Chair of Governors, who has the authority to determine the issue on behalf of the Governing Body.

The Governing Body has the right to refuse an application and no letting should be regarded as 'booked' until approval has been given in writing. No public announcement of any activity or function taking place should be made by the organisation concerned until the booking has been confirmed in writing.

### **3. LETTING AGREEMENT**

The following details the Laurel Park School procedure. For lettings via Schools Plus please see Appendix E.

Once a letting has been approved, a letter will be sent to the hirer, confirming the details of the letting, along with a copy of the terms and conditions (Appendix B) and the letting agreement (Appendix C).

The letting agreement needs to be signed and returned to the school before the letting can take place. It should be signed by a named individual and the agreement should be in their name, giving their permanent private address.

The named individual applying to hire the premises will be invoiced for the cost of the letting.

All letting fees will be paid into the school's bank account to offset the costs of services, staffing etc.

#### **3.1 TERMINATION OF LETTING AGREEMENT**

The Head Teacher, or the Chair of the Governing Body, has the immediate power to terminate any letting agreement relating to the hire of the school premises, in accordance with the terms and conditions of the model agreement attached.

This relates to letting made directly with the School and via Schools Plus.

### **4. SAFEGUARDING**

The Hirer shall ensure that where a hiring involves activities aimed predominantly at children, and/or the activity is positively supported by the school for the attendance of children, they have appropriate safeguarding policies and procedures in place and that they, themselves and those persons likely to have contact with children, have been subject to Enhanced Disclosure and Barring Service checks.

The governors reserve the right to require the Hirer to produce evidence that enhanced DBS checks have been carried out on all persons and to review safeguarding policies and procedures and to impose any additional requirement they consider appropriate in connection with the hiring. If for any reason the governors are not satisfied then they reserve the right to cancel any hiring and there shall be no liability to the Hirer other than to refund any hiring fee or deposit paid. The latest guidance can be found at:

<http://publications.education.gov.uk>

If Laurel Park School receives an allegation relating to an incident that happened when an individual or organisation was using their school premises for the purposes of running activities for children (for example community groups, sports associations, or service providers that run extra-curricular activities). As with any safeguarding allegation, we will follow our safeguarding policies and procedures, including informing the LADO.

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### APPENDIX A

#### Booking Charges with effect from 1st January 2023 for bookings made directly with Laurel Park

Single bookings for the hall and dining hall will be subject to a fee of £30 to cover administration costs.

Main Hall	£45 per hour	
Dining Hall	£45 per hour	
Standard classroom	£16 per hour	
Sports Hall	£45 per hour	
Gymnasium	£22 per hour	
Drama studio	£28 per hour	
All Weather Pitch	£30 per hour	
Playing Field	£60 per hour	
Sole usage charge	£25 per hour maximum	Applies if a hirer is the sole user of the site at any time in addition to normal hire charge

#### Hire of Equipment

Please indicate which items you would like to hire if applicable.

Equipment Hire	Deposit	Cost per hour	Time required	Total
Screen, PC in the hall	£75	£15		
Mics – wired and wireless	£30	£10		

Technician's set up time, is charged at £25. Deposits will be returned on receipt of all working equipment.

Single bookings for the Hall/Dining Hall require payment at the time of booking. A booking fee equal to 50% of the total letting fee to be paid. The balance must be received not later than 21 days prior to the hire. Cheques are payable to **Laurel Park School** and cannot be post-dated. The Security Deposit of £500 is also payable at the time of booking and is refundable provided that the school has incurred no extra costs due to damage, cleaning requirements, loss or additional payments to the site staff. In the unlikely event of extra costs being incurred the school will contact the Hirer at the earliest possible opportunity.

Block bookings for regular hires will be invoiced one month in advance.

**Cancellation charges are applied as follows:-**

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- One month or more notice – full refund of fees less £50 administration charge.
- Less than one month but more than 7 days – 50% of fees paid.
- 7 days or less notice – no refund.

Laurel Park School reserves the right, in exceptional circumstances, to cancel the letting at any time without giving the reason. In such an event, the fee paid shall be refunded in full but the school shall not otherwise be liable for damages in respect of such cancellation.

## Appendix B

### TERMS AND CONDITIONS OF LETTING OF THE SCHOOL PREMISES with Laurel Park School

These terms and conditions must be complied with.

The 'hirer' shall be the named individual on the letting agreement and this person will be personally responsible for payment of all fees or other sums due in respect of the letting.

#### 1. STATUS OF THE HIRER

Lettings will not be made to persons under the age of 18, or to any organisation or group with an unlawful or extremist background.

The letting agreement is personal to the hirer only, and nothing in it is intended to have the effect of giving exclusive possession of any part of the school to them or of creating any tenancy between the school and the hirer.

#### 2. DISCLOSURE AND BARRING SERVICE CHECKS

It may be necessary for the hirer to undergo a disclosure and barring services check via the Disclosure and Barring Service (DBS). If a particular letting involves contact with children and young people, it is the responsibility of the hirer, as advised by the Head Teacher, to ensure that they have complied with the DBS Code of Practice.

When there is a requirement for DBS checks to be undertaken, the hirer must keep appropriate records in line with the DBS Code of Practice and report to the school any safeguarding concerns which may arise.

The hirer will be required to provide evidence that DBS checks have been carried out on request.

#### 3. INDEMNITY AND INSURANCE

Lettings are made on the agreement that the Governing Body are indemnified by the hirer against any loss, damage, costs and expenses during the use of the school premises by the hirer except where such loss, damage costs and expenses are directly attributable to the negligence of the employees of the Governing Body (refer to Lettings Indemnity Form – Appendix D).

The hirer shall insure, with a reputable insurance office approved by the Governing Body, against such funds as the hirer may become liable to pay as compensation, arising out of bodily injury or illness (fatal or otherwise) to any person and/or costs, fees, expenses, loss or damage caused to property or the premises by any act or neglect of himself, his servants, agents, or any person resorting to the premises by reason of the use of the premises by the hirer.

Unless specifically agreed by the Governing Body, the insurance cover shall provide a limit indemnity of not less than £5,000,000 (five million pounds) in respect of any one incident and to include liability for the premises including liability for fire and explosion risks arising from the let of the premises.

The hirer shall produce the policy of insurance and receipts for the current premium or premiums upon request by the Head Teacher, Governing Body within seven days of a request.

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Neither the school nor the Local Authority shall be responsible for any injury to persons or damage to property arising out of the letting of the premises.

### **4. STATUTORY REQUIREMENTS**

The hirer must not do or permit any act, matter or thing which would, or might, constitute an illegal or immoral activity affecting the school premises or which would, or might, vitiate in whole or in part any insurance affected in respect of the premises from time to time.

### **5. LICENCES AND PERMISSIONS**

The hirer shall be responsible for obtaining any public licences necessary in connection with the booking and should confirm with the school the licences they hold.

Permission or licence must be obtained from the copyright owner, the owner of the sound recordings (if appropriate) and the publisher for any public performance of music, musicals, operas, or stage plays. The borrowing of music scores or plays from a local library does not constitute permission to perform.

Regulated entertainment, public music, singing and dancing can only take place on premises which have a Premise's License authorising entertainment, or by applying for a Temporary Event Notice.

Hirers are reminded that it is illegal to photocopy music or plays without the express permission in writing of the copyright holder except in certain circumstances. Any infringement of this is liable to prosecution.

The hirer shall indemnify the governors against all sums of money which the governors may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

All publicity for the hiring and all admission tickets etc. shall explicitly contain the name and address of the Hirer and the purpose of the event. Notices can only be displayed within the Academy site with the Academy's prior agreement. The Hirer is requested to inform the Academy in advance if the media is expected.

### **6. PUBLIC SAFETY**

All conditions attached to the granting of the licence, stage play or other licences and the school's health and safety policy shall be strictly observed. Nothing shall be done which will endanger the users of the building, or invalidate the policies of insurance relating to it and its contents. In particular:

- a) Obstructions must not be placed in gangways or exits, nor in front of emergency exits, which must be available for free public access and exit at all times
- b) Fire – fighting apparatus shall be kept in its proper place and only used for its intended purpose
- c) The fire brigade shall be called to any outbreak of fire, however slight, and details of the occurrence shall be given to the Head Teacher

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- d) The hirer is responsible for familiarising his/herself with the procedure for evacuation of the premises, the escape routes, assembly points, and shall be familiar with the fire-fighting equipment available
- e) Performances involving danger to the public shall not be permitted
- f) Highly flammable substances shall not be brought into, or used, in any part of the premises. No internal decorations of a combustible nature (e.g. polystyrene, cotton, hay, etc) shall be undertaken or erected without the consent of the Governing Body
- g) No unauthorised heating appliances shall be used on the premises
- h) All electrical equipment brought into the building shall be subject to regular PAT testing and certification provided in evidence. The intention to use any electrical equipment must be notified on the hire application form. The Governing Body disclaim all responsibility for all claims and costs arising out of or in any way relating to such equipment
- i) Adequate supervision must be provided to maintain order and good conduct, and, where applicable, the hirer must adhere to the correct adult/pupil ratios at all times when these are specified for particular activities, e.g. by national governing bodies of sports, scouts etc.

### **THE HIRER'S RESPONSIBILITIES**

The hirer must inform the school of any fault, damage or other problems with the premises or equipment encountered during the letting.

No part of the premises is to be used otherwise than for the purpose of the premises requested.

No part of the premises requested is to be used for any unlawful purpose or in any unlawful way.

Regular hirers of classrooms or sports facilities are assumed to attend each week and must notify the Academy of any absence without delay by contacting the Academy on 07745 996 587. A charge is levied whether or not the facility is used.

When classrooms are hired, the Hirer is responsible for ensuring the Harrow High School pupils' property; work or equipment is not interfered with in any way.

#### **6.1 OWN RISK**

It is the hirer's responsibility to ensure that all those attending are made aware of the fact that they do so in all respects at their own risk.

#### **6.2 FIRST AID FACILITIES**



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It is the responsibility of the hirer to make their own first aid arrangements, such as the provision of a first aid kit, and the provision of first aid training for supervising personnel, particularly in the case of sports lettings. There is no legal requirement for the school to provide first aid facilities and use of the school's resources is not available.

### **6.3 FURNITURE AND FITTINGS**

Furniture and fittings shall not be removed or interfered with in any way. Nor shall they be rearranged except by prior agreement and will be subject to reinstatement at the end of each session of use. No fittings or decorating of any kind necessitating drilling, or the fixing of nails or screws into fixtures which are part of the school fabric, is permitted. In the event of any damage to premises or property arising from the letting, the hirer shall pay the cost of any repair required.

Hall floors are used by children for physical education and no substance is to be applied to floors to prepare them for dancing or any other activity. No footwear liable to damage floors may be worn in school buildings. If activities involve outdoor use, participants should ensure footwear is cleaned before re-entering the building.

### **6.4 FOOD AND DRINK**

No food and drink may be prepared or consumed on the property without the direct permission of the Head Teacher in line with current food hygiene regulations.

### **6.5 KITCHEN/FOOD PREPARATION, FACILITIES AND EQUIPMENT**

Third parties shall only be permitted to share use of kitchens and/or equipment where a member of the school's staff is available to supervise such use and subject to reimbursement of the resultant staff costs.

### **6.6 INTOXICATING LIQUOR**

No intoxicating liquors are permitted to be bought, sold or consumed on any part of the premises without the permission in writing of the Head Teacher/governing body, whose written consent must also be obtained prior to seeking any Temporary Event notice for the sale of alcoholic liquor from the local Licensing Authority. All evidence of intoxicating liquor must be removed from the premises at the end of the letting.

### **6.7 SMOKING AND VAPING**

The whole of the school premises, which includes the grounds, is a non-smoking/ vaping area, and smoking/ vaping is not permitted.

No candles are permitted on site.

### **6.8 BETTING, GAMING AND LOTTERIES**

Nothing shall be done on, or in relation to, the premises in contravention of the law relating to betting, gaming and lotteries, and the persons or organisations responsible for functions held in the premises shall ensure that the requirements of the relevant legislation are strictly observed.

### **6.9 NUISANCE/DISTURBANCE**

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Hirers and organisers of events in the school premises are responsible for ensuring that the noise level of their function does not interfere with the other activities within the building nor to cause inconvenience for the occupiers of nearby houses or property.

### **6.10 DISPOSAL OF WASTE AND CLEANLINESS**

The hirer must comply with the school's arrangements for disposal of any rubbish or waste materials.

The Hirer is responsible for leaving the premises hired in a clean, neat and tidy condition and must place rubbish in black bags, which must be deposited in the external refuse bins. In the interests of hygiene, hirers are requested to ensure that disposable nappies are not left on the Academy's premises. **If the Hirer fails to leave the premises clean, neat and tidy, the Academy's cleaners will clean the premises and will charge the cost to the Hirer.**

### **6.11 ANIMALS**

Except in the case of trained guide dogs for the blind and hearing dogs for the deaf, animals shall not be permitted on the school premises.

### **6.12 RULES**

The hirer shall comply with any rules and regulations which the Governing Body shall make from time to time.

### **6.13 CHARGES AND CANCELLATIONS**

The hirer acknowledges that the charges are as set out in the letting agreement, including any review arrangements specified. The letting may be cancelled, provided that in each circumstance at least 28 days notice either way is given. It is the hirer's responsibility to notify people appropriately of any changes in dates or venues at least a week in advance.

The Governing Body will not accept any responsibility for any loss, or other expenses however incurred by the hirer, in the event of a cancellation by the Governing Body of the letting as a result of circumstances beyond its control (including, without prejudice to the generality of the same, industrial action by its employees, or others, oil shortage, failure of electricity/gas supply). The decision of the Governing Body as to whether a letting should be cancelled shall be binding on the hirer.

Where payment for the hiring of the school facilities is not reached by the prescribed deadlines, and/or without prior agreement by the Deputy Head the Governing Body reserves the right to terminate the letting with notice of one week. The Governing Body will not accept any responsibility for any loss, or other expenses, however incurred by the hirer, in the event of the cancellation of the letting as a result of the circumstances described above. The decision of the Governing Body as to whether a letting should be cancelled shall be binding on the hirer.

It is the hirer's responsibility to notify its club members appropriately of the withdrawal of the school facilities in the event of the letting being cancelled for the reason outlined above.

### **6.14 SUB-LETTING**

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The hirer shall not sub-let the premises, underlet or share possession with any other parties.

### **6.15 STORAGE ANCILLARY TO THE LETTING**

The permission of the Governing Body/Head Teacher must be obtained before goods or equipment are left or stored on the premises, except that the Head Teacher is authorised to grant permission for the overnight storage of goods and equipment brought to the school for a particular event.

### **6.16 LOSS OF PROPERTY**

The Governing Body cannot accept responsibility for damage to, or the loss or theft of, hirer's property and effects. It is the responsibility of the hirer to make his/her own insurance arrangements if required.

### **6.17 CAR PARKING**

Cars shall not be parked so as to cause an obstruction at the entrance to, or exits from, the school. In particular the Hirer must ensure that access to the school by emergency vehicles is not obstructed or delayed. Where parking accommodation is available, this must be used, and users of the school should avoid undue noise on arrival and departure.

### **6.18 TOILET FACILITIES**

Access to the designated school's toilet facilities is included as part of the letting arrangements.

### **6.19 RIGHT OF ACCESS**

The Governing Body reserves the right of access to the premises during the letting for emergency or monitoring purposes (The Head Teacher or members of the Governing Body from the Finance and Premises Committee may monitor activities from time to time).

### **6.20 VACATION OF PREMISES**

The hirer shall ensure that the premises are vacated promptly at the end of the letting session. The hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult.

6.21 In the event of a fire, the fire brigade need to know:

Are all persons accounted for?

The location of the fire.

The best route to the fire.

Please note the following:

***If you detect a fire, do not put yourself at risk but activate the alarm by breaking the glass. A continuous bell will sound. The assembly point is at the front of the school building outside of school hours.***

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### **Outside normal hours means:**

After 6pm Monday to Friday, all day Saturday, all day Sunday and when the school is not in session during holidays.

### **Instructions**

All personnel must evacuate the building.

Do not go through the building to the assembly point (at the front of the school building).

Do not re-enter the building until the all clear is given.

### ***School responsibilities***

The Premises Team/ Schools Plus Team are responsible for establishing the location of the fire/emergency and directing the Emergency Services and all staff on site. The Premises Team must ensure a list of hirers and staff on site is readily available. The Premises Team should advise the Facilities Manager/Deputy Head of the incident, at the earliest appropriate time.

### ***Laurel Park staff responsibilities***

All senior staff on site should radio the Premises Team to offer assistance eg phone 999 or help clearing the building of staff and members of the community. Laurel Park staff should ensure everyone is evacuated safely but not put themselves at risk.

### ***Organiser responsibilities***

Each let should appoint a responsible person to be in charge in the event of any emergency. This responsible adult must ensure all members are registered and checked to be safe at the assembly point. **If any person is missing, they are responsible for advising the evening site supervisor immediately on the number provided.** Fire evacuation routes are displayed and must be followed. Organisers should ensure no fire exit or corridor is blocked.

**LETTING AGREEMENT**

(Please complete this form in block capitals)

Accommodation and Facilities required \_\_\_\_\_

\_\_\_\_\_

Other requirements (e.g. chairs set out, equipment, etc) \_\_\_\_\_

\_\_\_\_\_

Dates and times \_\_\_\_\_

Purpose of letting \_\_\_\_\_

\_\_\_\_\_

Name of organisation \_\_\_\_\_

Will alcohol be brought onto the premises \_\_\_\_\_

Are you obtaining a licence for sale of alcohol \_\_\_\_\_

Have you insurance to cover the event \_\_\_\_\_

Full name of hirer \_\_\_\_\_

Address of hirer \_\_\_\_\_

Contact Number \_\_\_\_\_

Signature of hirer \_\_\_\_\_ Date \_\_\_\_\_

Please complete and return to the school at least 21 days before the event. We will confirm the booking and notify you of the charges. You will need to send copies of any licences required on confirmation.

Head Teacher's acceptance of booking  
(The approval of the Chairman of Governors must be obtained where the hirer requires alcohol to be brought onto the school premises).

Signed \_\_\_\_\_ Date \_\_\_\_\_

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### LETTINGS INDEMNITY FORM

INSURANCE COVER – To comply with the conditions of the hiring agreement.

I hereby indemnify the school against any claims made against it arising from the use of hired premises. In addition I accept responsibility for any claims the school may have for any damage to its property arising from its use during my hire.

I maintain a Public Liability Insurance Policy, the details of which are as under:

Policy Number \_\_\_\_\_ Expiry Date \_\_\_\_\_

Name and Address of Insurance Company: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Indemnity Limit: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### SAFEGUARDING

The hirer agrees that systems are in place with regards to safeguarding measures as per the lettings policy:

Name: \_\_\_\_\_

Name of Organisation: \_\_\_\_\_

Purpose of Letting: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

### DECLARATION (Please read before signing)

I have received a copy of the Lettings policy and Terms and Conditions for the Letting of School Premises and agree to be bound by them. Any licences necessary and the Theatres Act 1968 and the Cinematograph Acts 1909 and 1952 have been or will be observed and any requirements of the Licensing Justices, where necessary, have been or will be met. I agree to pay the charges due as required and hereby certify that the premises and grounds will be used only for the purpose stated.

I am over 18 years of age.

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Signature \_\_\_\_\_ Date of application \_\_\_\_\_

NAME (BLOCK CAPITALS) Mr/Mrs/Ms/Miss \_\_\_\_\_

**(Please be aware of the school's emergency evacuation procedure, which is attached for your information)**

**Please pass this form to the establishment, do not complete anything below this line**

It is confirmed that the accommodation required is available for the time and date(s) requested. The head of the establishment has been informed, that where necessary the hiring has been approved by or on behalf of the governors and that the applicant has been informed accordingly.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Head Teacher

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Chair of Governors

## APPENDIX D

### Schools Plus Charging Schedule

- Classrooms – Priced from £20 per-hour.
- Drama Studio 1 – Priced from £30 per-hour.
- Drama Studio E - Priced from £30 per-hour.
- Grass Field – Priced from £35 per-hour.
- Gym – Priced from £30 per-hour.
- Main Hall – Priced from £50 per-hour.
- Sports Hall – Priced from £60 per-hour.





APPENDIX E

Schools Plus Terms and Conditions

Schools Plus Terms and Conditions (page 1)- Booking N° 40276

**1 Interpretation**

1.1 In these terms and conditions unless the context otherwise requires the following expressions have the following meanings:

**Booking Form** Our completed booking form;

**We/Us** Schools Plus Limited (company number: 05164169, VAT registration number: 855115433) whose registered office address is at 843 Finchley Road, London NW11 8NA;

**Deposit** the deposit set out in the Booking Form;

**Fee** the fee set out in the Booking Form;

**Guests** anyone explicitly or implicitly invited by You into the School;

**Hire Period(s)** the hire period(s) set out in the Booking Form;

**Facilities** the rooms and/or grounds and/or furniture and/or equipment hired to You as set out in the Booking Form;

**School** the school named in the Booking Form;

**Special Conditions** any special conditions set out in the Booking Form;

**You** the customer whose details are set out in the Booking Form.

1.2 In these T & Cs the singular includes the plural and vice versa.

1.3 Any Special Conditions will apply as if set out in these T & Cs.

1.4 Your proposed booking on the Booking Form is only deemed to be accepted by Us when We send You an email confirming acceptance of the proposed booking at which point and on which date a contract comes into existence consisting of these T & Cs.

**2 Our Obligations**

2.1 We shall during the Hire Period, hire the Facilities to You in accordance with these T & Cs.

2.2 The hire granted under these T & Cs is not intended to create the relationship of landlord and tenant. You are not entitled to a tenancy, or an assured shorthold or assured tenancy, or any statutory protection under the Housing Act 1988 or under the Landlord and Tenant Act 1954 or any other

3.8 Whilst on the School premises, You and Your Guests shall not:

- (a) do anything dangerous, offensive, noxious, illegal, immoral or incompatible with the values of the School, in breach of safeguarding, or which is or may become a nuisance;
- (b) do anything which may invalidate any insurance maintained by Us or the School;
- (c) make any alterations or attachments or additions to the School or the Facilities, without Our prior consent by email;
- (d) smoke;
- (e) consume any food or drink save where Our prior emailed agreement has been given;
- (f) prevent Our access to the Facilities.

3.9 You are responsible for assessing the insurance requirements necessary for your activity, and maintaining adequate insurance in relation to this from a reputable insurance company. We may require you to provide evidence to Us of this insurance.

**4 Safety**

4.1 At the start of each hire period, You are asked to sign a handover sheet confirming that you have checked the facility and that it is safe and suitable for your activity. Do not sign, and do not use the facility if it is not safe or suitable. Bring the matter to Our attention at once.

4.2 In the event of a fire, You are responsible for evacuating Your Guests and gathering them at the assembly point indicated to You by Us. You must advise Us if any Guest is unaccounted for. You may not re-enter until We have told You to do so.

4.3 If Your Guest suffers injury or other emergency, You must notify Us at once. If the emergency requires it, dial 999 without hesitation.

4.4 If You become aware of any risk to anyone's safety at the School, You must report it to Us at once.

4.5 We may call upon any adult, including Your Guests, to provide back up in the event of fire, emergency or security breach.

4.6 All Your adult Guests with repeated responsibility for children other than their own must have clean, enhanced DBS checks

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statutory security of tenure now or when Your Hire Period ends

### 3 Your Obligations

- 3.1 You shall co-operate with Us in all matters relating to the hire of the Facilities to include obeying all of Our reasonable instructions and requests.
- 3.2 You shall be solely responsible and liable for and to Your Guests. You shall only be permitted entry and access to the Facilities during the Hire Period.
- 3.3 We reserve the right to refuse any person entry to the School, and to require them to leave.
- 3.4 If the performance of Our obligations under these Ts & Cs is prevented or delayed by any act or omission of You or Your Guests We shall not be liable for any costs, charges or losses sustained or incurred by You arising directly or indirectly from such prevention or delay.
- 3.5 You may only bring equipment, furniture and vehicles onto the School premises with Our prior emailed consent, and You must remove them at the end of each Hire Period.
- 3.6 You agree that You shall and Your Guests shall treat the School and its Facilities with respect and you shall pay the full cost of any cleaning, reinstatement, repair or replacement to our satisfaction in the event of issues, damage or loss caused by Your use of the facilities.
- 3.7 You shall ensure that the Facilities are left at the end of the Hire Period in a condition as close as is reasonably possible to that in which they were found at the beginning of the Hire Period ->

less than three years old. You must provide Us with these details before this adult enters the School.

- 4.7 No suppliers of goods or services may enter the School without Our prior approval by email.
- 4.8 All of Your marketing activities that refer to the name, logo or address of Us or the School must be approved in advance by Us by email.

### 5 The Fee

- 5.1 In consideration of Us hiring the Facilities to You, You shall pay Us the Fee, which shall be paid to Us in cleared funds by the first day of the month to which the Hire Period relates.
- 5.2 If the Hire Period is longer than one month, We may at Our discretion allow the Fee to be paid in instalments.
- 5.3 One off bookings must be paid for in advance by debit or credit card.
- 5.4 For block bookings, the initial month's payment must be made via credit/debit card. Subsequent invoices are paid via our direct debit provider, Go Cardless. If you are not able to pay via direct debit, the full contract value must be paid in advance.
- 5.5 We do not accept bank transfers, cash or cheques.
- 5.6 All amounts payable by You are non-refundable except as stated below.
- 5.7 Should Your Hire overrun, We reserve the right to charge You double the hourly rate rounded up to the nearest hour

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- 5.8 Without prejudice to any other right or remedy that We may have, if You fail to pay Us on the due date under these T & Cs, We may charge interest on such sum from 10 days after the due date for payment at the annual rate of 8% above the base lending rate from time to time of the Bank of England, accruing on a daily basis. In addition, you will be liable to pay us any costs arising in the pursuance of recovery of overdue invoices, howsoever incurred.

- 8.4 Subject to clause 8.3 We shall not be liable for loss of profits, loss of business, depletion of goodwill and/or similar losses, loss of anticipated savings, loss of goods or property, loss of contract, loss of use, loss or corruption of data or information or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

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5.9 We reserve the right to apply a £30 charge for each failed direct debit and a £30 charge for each cancelled direct debit mandate.

### 6 Refundable Excess Charge

6.1 This clause only applies if a Refundable Excess is set out in the Booking Form. The Excess is paid at the same time as the hire fee.

6.2 If You or Your Guests cause any loss or damage to the School or the Facilities We shall be entitled to apply the Excess against such loss including all associated liabilities, costs and expenses. Such Excess will be returned within 30 days of the end of the Hire Period less any deductions for losses.

### 7 Cancellation

7.1 You acknowledge that the hire under these T & Cs is dependent on the School and You agree that We may terminate these T & Cs or suspend Your rights at any time without notice when required to do so by the School or when required due to an act or omission of or on behalf of the School. In such event We will refund the Deposit in full along with any Fees paid for any Hire Periods not yet started.

7.2 We reserve the right to terminate Your bookings with immediate effect if You commit a breach of these T & Cs or You are insolvent or an insolvency event occurs against You, in such event the Deposit and any paid Fees will not be refundable.

7.3 Where a facility is unsafe or otherwise unfit for purpose for use in accordance with the contracted use, we will issue a credit note and, where applicable, refund the hire fee. For example, a cancellation due to inclement weather.

7.4 For block bookings, you may cancel bookings provided you give at least 7 days advance notice, by email, to our customer contact centre, and we will issue a credit note. Cancellations will not be accepted less than 7 days in advance and the full fee is payable.

7.5 We reserve the right to cancel future bookings in the event of a customer persistently making cancellations.

7.6 A block booked sports customer who has taken the exemption from VAT cannot cancel until the initial 10 sessions have been attended and paid for.

8.5 Our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance, or contemplated performance, of these Ts and Cs shall be limited to the total Fee received for this booking.

### 9 Indemnity

You shall indemnify Us against all liabilities, costs, expenses, damages and losses (including any direct or indirect consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by Us arising out of or in connection with these T & Cs or out of any claims made against Us by Your Guests.

### 10 Entire Agreement

This Agreement contains the entire understanding between You and Us and any variation of or addition to or deletion from the provisions of these T & Cs shall not be valid unless the same shall have been reduced into writing and signed by You and Us.

### 11 Assignment

We are entitled to assign or otherwise part with the whole or any part of the benefit of these T & Cs, but You may not assign these T & Cs without Our prior emailed consent.

### 12 Notices

Notice may be given at the email addresses set out in the Booking Form.

### 13 Rights of Third Parties

A person who is not a party to these T & Cs may not rely upon or enforce any rights pursuant to the Contracts (Rights of Third Parties) Act 1999.

### 14 Invalidity

Illegality and/or unenforceability of any part of these T & Cs shall not affect the enforceability or legality of the balance of these T & Cs.

### 15 Data Protection

We take your privacy seriously. Please read our current privacy policy at (<http://www.schoolsplus.co.uk/privacy-policy/customers-privacy-notice/>). This sets out the personal data we collect from you and details what we do with that data. You can find the relevant contact details in the

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7.7 For one-off bookings You may cancel provided you give at least 28 days advance notice by email to our customer contact centre. We will retain 20% of the fee as a non-refundable deposit. Cancellations will not be accepted less than 28 days in advance and full fee is payable.

7.8 If the contract between Us and the School is terminated for any reason, this contract is automatically terminated.

### 8 Liability

8.1 This clause sets out Our entire financial liability (including any liability for the acts or omissions of Our employees, agents, consultants, and subcontractors) to You in respect of:

- (a) any breach of these T & Cs;
- (b) any representation, recommendation, statement or tortious act or omission (including negligence) arising under or in connection with these T & Cs; and
- (c) any loss or damage suffered by You or Your Guests.

8.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from these T & Cs.

8.3 Nothing in these Ts & Cs limits or excludes Our liability:

- (a) for death or personal injury resulting from negligence; or
- (b) for any damage or liability incurred by You as a result of Our fraud or fraudulent misrepresentation.

policy should you wish to exercise your legal rights in relation to your data.

### 16 Governing Law

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

16.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these T & Cs or its subject matter or formation (including non-contractual disputes or claims).