



ALLEYN'S SCHOOL ENTERPRISES LIMITED

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Company VAT Number: 124114072

Company Registration Number: 3525786

Facility Hire Terms & Conditions

Name of Policy	Facility Hire – Terms & Conditions
Reviewed by	Oliver Watkins
Date of review	August 2025
Date of next review	August 2026

These Terms and Conditions apply to all bookings made with Alleyn's School Enterprises Limited (ASEL) for the hire or use of School facilities. They form part of the Hire Agreement between ASEL and the Hirer and must be read in full before any hire takes place.

The Hire Agreement becomes effective once signed and returned by the Hirer. It is the responsibility of the Hirer to ensure that all individuals involved in their organisation, activity or use of the facilities (including staff, participants, guests and spectators) are familiar with and comply with these Terms and Conditions and any applicable Supplementary Terms.

Parties

These Terms and Conditions apply to all Hire Agreements entered into between:

Alleyn's School Enterprises Limited (ASEL), a company registered in England and Wales with company number 03525786, whose registered office is at Townley Road, London, SE22 8SU.

ASEL is the wholly owned trading subsidiary of Alleyn's School and undertakes commercial activities on behalf of the School. Profits from ASEL's activities are donated to the School through Gift Aid.

- Telephone: +44 (0)20 8613 5027
- Email: swim@alleyns.org.uk
- Website: www.alleyns.org.uk

and

The Hirer, being the individual, company, organisation or group named in the Hire Agreement issued by ASEL.

These Terms and Conditions, together with the Hire Agreement and any applicable Supplementary Terms, form the full agreement between the Parties (the "Hire Agreement").

1. Interpretation

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

“Activity”: the use of the Facilities by the Hirer during the Hire Period, including any event, sports, rehearsals, performances, training, meetings or other functions as described in the Hire Details.

“Hire Agreement”: the agreement between the School and the Hirer for the hire of the Facilities, incorporating these Terms and Conditions, the Hire Details, and any applicable Supplementary Terms.

“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 to access or use the Facilities during the Hire Period, as specified in the Hire Details.

“Charges”: the fees payable by the Hirer for the hire of the Facilities, as set out in the Hire Details, including any deposit or additional charges.

“Child Protection and Safeguarding Policy”: the School’s safeguarding policies, copies of which have been made available to the Hirer and is published on the School’s website.

“Deposit”: any deposit required to secure the Booking, as stated in the Hire Details.

“Facilities”: the buildings, rooms, outdoor areas, equipment, or other parts of the School estate to be used by the Hirer, as identified in the Hire Details.

“Hirer”: the individual, company, organisation or group named in the Hire Agreement, and any person under their control or attending with their permission, including participants, staff, members, guardians, spectators or audience members.

“Hire Details”: the schedule or confirmation issued as part of the Hire Agreement, setting out the agreed details of the hire, including date(s), time(s), Facilities, Charges, and any applicable conditions.

“Hire Period”: the time during which the Hirer is entitled to access and use the Facilities, including any agreed time for set-up and clear-up, as stated in the Hire Details.

“School”: Alleyn’s School Enterprises Limited (ASEL), acting on behalf of Alleyn’s School as set out in the Hire Agreement.

“School Policies”: the policies published by Alleyn’s School relevant to the Hirer’s use of the Facilities, including (but not limited to) its Child Protection and Safeguarding Policy, Health and Safety Policy, and Data Protection Policy.

“Services”: any additional services provided by the School in connection with the Hire Agreement, as set out in the Hire Details or agreed in writing, including (but not limited to) catering, technical support, equipment hire, event staffing, or sports coaching.

“Supplementary Terms”: any additional terms and conditions that apply to the use of specific Facilities or to particular types of hire (e.g. sports, swimming, theatre, events), as issued by the School or published on its website. These form part of the Hire Agreement where applicable.

“Venue Rules”: practical rules relating to the use and conduct of persons on the School premises, including requirements relating to supervision, permitted use, equipment, site access, noise, parking, and other day-to-day operational matters. These may be communicated separately or displayed on site.

- 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 and includes subordinate legislation made under it.
 - 1.3 Any phrase introduced by the words including, include, in particular or similar shall be illustrative and shall not limit the generality of the related words.
 - 1.4 References to the singular include the plural and vice versa. References to one gender include all genders. References to legal persons include natural persons and vice versa.
 - 1.5 A reference to writing or written includes email.
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2. General Provisions

- 2.1 These Terms and Conditions apply to, and form part of every Hire Agreement issued by the School. They override any other terms or conditions provided by the Hirer, whether communicated in writing, in a booking request, or otherwise, unless expressly varied in writing by the School.
 - 2.2 The Hirer must also comply with any Supplementary Terms applicable to the Facilities or Activity, as issued by the School or published on its website. Supplementary Terms form part of the Hire Agreement and take precedence over these Terms and Conditions in the event of any conflict, but only in relation to the Facilities or Activity to which they apply.
 - 2.3 Any concession or leniency shown by the School shall not affect its strict rights under these Terms and Conditions or the Hire Agreement.
 - 2.4 The School reserves the right to amend these Terms and Conditions from time to time. Any such amendments shall not apply to Hire Agreements already entered into, unless agreed in writing by both parties.
 - 2.5 In the event of a dispute over the interpretation of these Terms and Conditions or any matter arising under them, the School's reasonable decision shall prevail, subject to any rights the Hirer may have in law.
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3. Confirmation of Hire

- 3.1 The School agrees to permit the Hirer to use the Facilities for the Activity during the Hire Period, subject to the terms of the Hire Agreement and these Terms and Conditions.
 - 3.2 The Hire Agreement shall only take effect once it has been signed and returned by the Hirer. Until that time, any arrangements or discussions shall be treated as provisional and not legally binding. The client signature may be provided electronically or in hard copy.
 - 3.3 The School may agree to hold a provisional booking for a limited period following an initial enquiry. Unless otherwise confirmed in writing, provisional bookings will be held for up to five (5) Business Days or, where the Hire Period begins within that time, for a maximum of twenty-four (24) hours. The School may release a provisional booking without notice at its discretion.
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4. Supply of Services

- 4.1 Where the Hire Agreement includes the provision of Services, the School shall supply such Services to the Hirer during the Hire Period, subject to any specific timings or requirements agreed in writing.

- 4.2 In supplying the Services, the School shall:
- 4.2.1 perform the Services with reasonable care and skill;
 - 4.2.2 use reasonable endeavours to provide the Services in accordance with any description set out in the Hire Details or any agreed Supplementary Terms; and
 - 4.2.3 comply with all applicable laws, regulations and codes in force from time to time.
- 4.3 The School shall have the exclusive right to provide all Services at the Facilities, unless otherwise agreed in writing. The Hirer must not engage any third party to provide catering, technical support, or other services, or bring any food or drink (including alcoholic beverages) onto the Facilities without the School's prior written consent.

5. Licence and Use of Facilities

- 5.1 The School grants the Hirer a non-exclusive, revocable licence for the Hire Period to enter and use the Facilities for the Activity in accordance with:
- (a) the Hire Agreement;
 - (b) these Terms and Conditions; and
 - (c) any applicable Supplementary Terms.
- 5.2 The Hirer acknowledges that:
- 5.2.1 it is a licensee only, and no relationship of landlord and tenant is created between the School and the Hirer by the Hire Agreement;
 - 5.2.2 the School retains control, possession and management of the Facilities and may enter them at any time during the Hire Period, including to provide Services or to inspect compliance with the Hire Agreement;
 - 5.2.3 it is responsible for obtaining any approvals, consents or licences required for the Activity, unless otherwise agreed in writing; and
- 5.3 The School may, acting reasonably, require the immediate cessation of any activity it considers unsafe, unlawful, inappropriate, or detrimental to the School's reputation or interests.

6. Hirer's Obligations and Conduct

General Conduct

- 6.1 The Hirer shall use its best endeavours to ensure that all matters connected with the Activity are conducted in a proper and orderly manner.
- 6.2 The Hirer is responsible for the behaviour of all persons attending and shall ensure that:
- (a) no person enters areas of the School other than the agreed Facilities without prior written consent; and
 - (b) all attendees comply with the School's instructions and notices.
- 6.3 The Hirer warrants that all individuals delivering activities are appropriately qualified, competent, and, where applicable, affiliated with the relevant professional or sporting body. The Hirer must carefully select and sufficiently train staff for their responsibilities.

- 6.4 The School reserves the right to search bags, containers, or other equipment brought onto or removed from the Facilities at any time, if reasonably required for safeguarding, safety or security purposes.
- 6.5 The Hirer shall be solely responsible for the advertising and promotion of their Activity. No material may be published or displayed that infringes third-party rights or could bring the School into disrepute.

Compliance with Rules and Policies

- 6.6 The Hirer must comply at all times with:
 - a) the Capacity requirements for the Facilities;
 - b) the Health and Safety Policy;
 - c) the Third-Party Hire, Safeguarding & Child Protection Policy;
 - d) the Venue Rules; and
 - e) any applicable Supplementary Terms.

Safeguarding

- 6.7 The School's *Third-Party Hire, Safeguarding & Child Protection Policy* applies to all hires and is deemed to form part of this Hire Agreement. It is available on the School's website.
- 6.8 Hirers must comply fully with the Safeguarding Policy and ensure that all staff, volunteers, and others associated with the hire understand and meet its requirements. This includes, where applicable:
 - a) ensuring all staff and volunteers in regulated activity hold an up-to-date enhanced DBS check with barred list information;
 - b) ensuring all relevant staff and volunteers have received safeguarding training appropriate to their role;
 - c) ensuring clear safeguarding supervision and conduct standards are in place;
 - d) ensuring arrangements for the recording, storage and sharing of safeguarding information comply with legal and policy requirements; and
 - e) immediately reporting any safeguarding concern arising during the Hire Period to the School's Designated Safeguarding Lead or Deputy DSL, using the contact details provided in the Safeguarding Policy.
- 6.9 The safeguarding requirements apply in full where the Hirer is delivering or arranging *Regulated Activity* with children, as defined in the Safeguarding Vulnerable Groups Act 2006. For other types of activity, including *non-regulated activity*, the School reserves the right to apply the requirements proportionately, based on a safeguarding risk assessment of the Activity.
- 6.10 For safeguarding and child welfare reasons, individuals associated with the hire are not permitted to engage with or approach Allyn's pupils if they are present on site for curricular or co-curricular activities, unless explicitly authorised by the School in writing.
- 6.11 Hirers must provide written assurance, in the form required by the School, that they have suitable safeguarding policies and procedures in place, along with clear arrangements for liaising with the School on safeguarding matters.
- 6.12 Any failure to meet safeguarding obligations, or any conduct by the Hirer or associated individuals which, in the School's reasonable opinion, places children at risk, may result in immediate termination of the Agreement and removal from the premises, without refund.

Safety, Risk and Emergency Planning

- 6.13 The Hirer must ensure that appropriate safety arrangements are in place for the Activity and that all participants, staff, and volunteers understand and follow them.
- 6.14 Any use of security personnel must be agreed in writing with the School in advance of the Hire. All such individuals must be appropriately qualified, vetted, and trained for their role.
- 6.15 The Hirer shall carry out a written risk assessment in advance of the Hire Period, covering all planned activities. This must include arrangements for supervision, first aid, fire safety, and any specific risks associated with the venue or the participant group. The risk assessment must be reviewed and updated:
 - annually (for ongoing bookings), and
 - immediately in response to changes in activity, venue, guidance, or public health conditions.
- 6.16 The Hirer must provide appropriate first aid provision for the Activity. Where children aged five or under are present, paediatric first aid cover is required.
- 6.17 The Hirer must familiarise themselves with the School's fire safety procedures and escape routes. A fire safety briefing should be arranged with the School in advance of the Hire Period.
- 6.18 Fire doors and escape routes must be kept clear at all times. The Hirer must not tamper with fire safety equipment or block access to alarms or fire panels.
- 6.19 All electrical equipment brought onto the site must:
 - have a valid Portable Appliance Test (PAT) certificate dated within the last 12 months;
 - be used safely and in accordance with manufacturer instructions;
 - be fitted with an RCD where appropriate.
- 6.20 The Hirer must immediately report any accident, injury, illness, near miss, or damage to School property occurring during the Hire Period. Where requested a written report must be submitted to the School within three (3) days of the incident.
- 6.21 The Lead Contact, named in the Hire Agreement, is responsible for ensuring the requirements of the Hire Agreement are met. This person must liaise with the School and ensure that any staff or volunteers involved in the delivery of the Activity are appropriately briefed. The Lead Contact remains responsible for the overall delivery of the Activity and must be contactable throughout the Hire Period in case of emergency.
- 6.22 If the Lead Contact will not be present on site during the Hire Period, the Hirer must appoint a Group Leader who will be on site throughout. The Group Leader must:
 - be 18 years or older and suitably experienced and qualified;
 - be briefed in advance by the Lead Contact;
 - hold a copy of the risk assessment and emergency procedures;
 - maintain the participant and staff register during the Hire Period;
 - oversee supervision, safety, and site conduct;
 - act as the on-site liaison with School staff;
 - ensure that fire safety procedures are followed and evacuation routes known;
 - be authorised to take decisions on behalf of the Hirer in the event of an incident or accident.

Use of Facilities and Equipment

- 6.23 The Hirer and all individuals associated with the hire must use the Facilities only for the Activity and during the agreed Hire Period, as detailed in the Hire Agreement. Entry outside of these times is not permitted unless agreed in writing in advance. Additional charges may apply for unauthorised or extended use.
- 6.24 The Hirer must restrict access to only those rooms, areas, or Facilities specifically identified in the Hire Agreement. Use of any other area of the School site is prohibited unless prior written permission is granted.
- 6.25 The Hirer must not:
- cause or permit damage to any part of the Facilities;
 - move, alter, or interfere with lighting, heating, cabling, or other infrastructure;
 - attach any materials to walls, floors, fixtures, or fittings using screws, nails, adhesives or other fixings without the School's prior written consent;
 - tamper with, or block access to, fire safety equipment or escape routes;
 - bring any unauthorised equipment or structures onto site.
- 6.26 Equipment or furniture supplied by the School must only be used for its proper purpose and in accordance with any instructions provided. The Hirer must not use any equipment not explicitly listed or agreed within the Hire Agreement.
- 6.27 The Hirer must not undertake any filming, photography, or audio recording during the Hire Period without the School's prior written consent. Additional safeguarding and data protection conditions may apply, particularly where children are present.
- 6.28 The Hirer must not display or distribute promotional materials, signage, or advertisements on School property (including at entrances) without prior written approval from the School.
- 6.29 Where the Hire involves an audience or spectators, the Hirer must:
- not exceed the agreed Capacity for the Facilities;
 - ensure that appropriate ticketing and crowd management arrangements are in place;
 - provide sufficient supervision and stewards for the safe and orderly conduct of all attendees;
 - agree any public audience or event arrangements with the School in advance.
- 6.30 The Hirer must keep noise within reasonable limits at all times, particularly during School hours or in consideration of local residents. Instructions given by School Duty Staff regarding noise levels or conduct must be followed immediately.
- 6.31 The following are strictly prohibited unless explicitly agreed in writing:
- the consumption, supply or sale of alcohol;
 - the presence of illegal substances;
 - smoking or vaping anywhere on site;
 - animals (other than assistance dogs);
 - products containing nuts and sesame due to allergy risk. Any such items found on site must be removed immediately and reported to School staff.
- 6.32 The School reserves the right to remove from the premises any person or item which, in the opinion of its staff, presents a safety risk, causes disturbance, or is otherwise inappropriate or unauthorised.

Cleaning

- 6.33 The Hirer is responsible for leaving the Facilities in a clean and orderly condition at the end of the Hire Period.

- 6.34 All materials, decorations, displays, equipment, rubbish and personal belongings must be removed from the Facilities unless otherwise agreed in writing.
- 6.35 Any cleaning required beyond routine site maintenance, including but not limited to removal of decorations, food waste, or materials brought onto site, may incur additional charges.
- 6.36 Any issues with the condition or cleanliness of the Facilities at the start of the Hire Period must be reported immediately to School Duty Staff.

Parking and Site Access

- 6.37 Parking at the site is not routinely available and must be requested in advance. Any parking granted will be subject to availability and confirmed in writing by the School.
- 6.38 Vehicles must not be left on site outside the agreed Hire Period without the School's written consent. Overnight parking is not permitted unless explicitly agreed.
- 6.39 The Hirer is responsible for ensuring that all attendees park safely and respectfully, avoiding any obstruction of emergency access routes, footpaths, or neighbouring properties.
- 6.40 Bicycles and scooters must not be cycled on the School site unless explicitly authorised by the School. They must be dismounted at the entrance and walked while on the premises.
- 6.41 The School accepts no responsibility for loss of or damage to any vehicle or item left in the car park or elsewhere on the premises.

Licensed Activities (Alcohol, Entertainment and Music)

- 6.42 The Hirer must obtain prior written permission from the School if the Activity involves the sale or supply of alcohol, public entertainment, or amplified music. Such events may require the Hirer to:
 - a) Obtain a Temporary Event Notice (TEN) or other relevant licence from the local authority, with sufficient time for School review and approval;
 - b) Comply with all licensing conditions, including those relating to hours of operation, sound levels, and supervision of attendees;
 - c) Ensure no alcohol is consumed by or supplied to individuals under 18 or any intoxicated person;
 - d) Prevent disorderly conduct, nuisance or disruption to the local community, School staff, or pupils;
 - e) Nominate a responsible person to act as Licence Holder or Designated Premises Supervisor (if required);
 - f) Cease music or entertainment activities by [10pm], unless otherwise agreed in writing.
- 6.43 The School reserves the right to refuse permission or impose additional restrictions if it reasonably believes the proposed activity may conflict with its values, safeguarding obligations, or licensing regulations.
- 6.44 Failure to comply with these requirements may result in immediate termination of the Hire without refund and/or future booking restrictions.
- 6.45 If the School permits the Hirer to provide or bring its own alcohol or beverages, a corkage charge may apply.

Third-Party Suppliers and Contractors

- 6.46 The Hirer must obtain the School's prior written consent before engaging any third-party supplier, contractor or service provider to operate on School premises during the Hire Period. This includes, but is not limited to, providers of catering, security, staging, technical services, inflatables, or amusements.

- 6.47 The Hirer is responsible for ensuring that all approved third-party suppliers:
- a) Provide copies of valid public liability insurance (minimum £5,000,000);
 - b) Hold appropriate qualifications, licences or certifications for the services they provide;
 - c) Comply with all relevant health and safety legislation, safeguarding obligations (where applicable), and the School's site rules and policies;
 - d) Are properly supervised at all times during their presence on site;
 - e) Comply with the School's safeguarding policy where their activities involve children.
- 6.48 The School reserves the right to refuse access to any third-party supplier who does not meet the above requirements or whose conduct is deemed inappropriate or unsafe.
- 6.49 The Hirer remains fully responsible for the acts and omissions of any third-party suppliers or contractors engaged on their behalf.

End of Hire

- 6.50 The Hirer must ensure that the Facilities are fully vacated by the agreed end time. This includes all participants, staff, guests, and any third-party suppliers associated with the Activity.
- 6.51 Unless otherwise agreed, the Hirer must not access the site before the start of the Hire Period or remain after the end time. Late departure may incur additional charges.
- 6.52 The Hirer must report any damage, breakage, or incidents that occur during the Hire Period before leaving the site.
- 6.53 The School reserves the right to charge for any damage, loss, or non-compliance with the above conditions, including costs associated with staff time, cleaning, repairs, or disposal of items left behind.
- 6.54 The School does not accept responsibility for any lost, stolen, or damaged personal property. Any items found on site will be retained for a maximum of two weeks, after which they may be disposed of or donated to charity at the School's discretion.

7. Charges and Payment

- 7.1 The Hirer shall pay all Charges as set out in the Hire Agreement and in accordance with this clause.
- 7.2 Where required, a Deposit must be paid upon signing the Hire Agreement. The School reserves the right to cancel the booking if the Deposit is not received within five (5) Business Days of the due date.
- 7.3 An invoice for the remaining Charges (less any Deposit paid) will be issued and must be settled in full at least ten (10) Business Days prior to the Hire Period. Late payment may result in cancellation in accordance with clause 8.
- 7.4 The School may issue a further invoice after the Hire Period to cover any additional Charges not previously invoiced. This may include, but is not limited to:
- Additional hours or unauthorised use of Facilities;
 - Damage or loss caused during the Hire Period;
 - Cleaning or waste removal beyond routine maintenance;
 - Fire safety breaches (e.g. tampering with detectors, false alarms);
 - Other agreed variations or services.
 - Such invoices must be paid by the Hirer within 14 days of receipt.

- 7.5 All Charges are exclusive of VAT, which shall be payable by the Hirer at the prevailing rate upon receipt of a valid VAT invoice.
- 7.6 If any sum due is not paid by the due date, the School may charge interest at 4% above the Bank of England base rate, calculated daily from the due date until the date of payment.
- 7.7 All payments must be made in full, without deduction or set-off, unless required by law.
- 7.8 If the Hirer disputes part of any invoice in good faith, they must notify the School in writing within 5 Business Days. Any undisputed portion must still be paid by the original due date unless otherwise agreed in writing.
- 7.9 If Charges remain overdue, the School may suspend access to the Facilities or terminate this Agreement without prejudice to any other rights or remedies.

8. Cancellation

- 8.1 The School may cancel the Agreement with immediate effect by written notice to the Hirer if:
- 8.1.1 the Activity or conduct of those involved is, in the School's opinion, likely to cause offence, disorder, damage to reputation, or breach of law;
 - 8.1.2 the Hirer fails to meet safeguarding, payment, or other contractual obligations;
 - 8.1.3 the Hirer cancels more than 25% of regular bookings within a Hire Agreement;
 - 8.1.4 the Hirer becomes insolvent or is unable to meet its obligations;
 - 8.1.5 any individual brings illegal substances onto School premises;
 - 8.1.6 a Force Majeure event prevents delivery of the Hire (as defined in clause 11).
- 8.2 If cancelled under clause 8.1, the School may retain any Deposit or Charges already paid and may invoice the Hirer for any additional costs or a cancellation fee up to the full value of the Hire.
- 8.3 The School may cancel the Agreement without cause by giving written notice. In such cases, any Charges already paid (including the Deposit) will be refunded in full. No further liability shall arise.

Cancellation by the Hirer

- 8.4 If the Hirer cancels the booking for any reason, the following cancellation charges shall apply:

Time Before Start of Hire Period	Cancellation Fee
More than 6 weeks	25% of the Hire Charge
Between 2 and 6 weeks	50% of the Hire Charge
Less than 2 weeks	100% of the Hire Charge

Any Deposit or prepayment already made will be deducted from the cancellation fee. Any remaining balance is payable within 14 days.

- 8.5 All cancellations must be made in writing. The effective date of cancellation is the date the School receives written notice.

- 8.6 No refund shall be provided for any non-use of booked facilities unless formally cancelled in accordance with this clause.
- 8.7 Cancellation does not affect either party's rights or obligations that accrued prior to termination.

9. Liability and Insurance

- 9.1 The School maintains public liability insurance in respect of its legal liabilities for accidents or injuries to individuals and damage to property arising from its operations. A copy of the insurance certificate is available on request.
- 9.2 The Hirer is responsible for arranging adequate insurance cover for any risks that may arise in connection with the Hire. This includes, but is not limited to, injury to persons (including staff, volunteers, or participants), damage to School property, loss or theft of equipment, and cancellation or curtailment of the Activity. The School accepts no liability for such matters unless arising from the Hirer's own negligence or breach of duty.
- 9.3 Where the Hirer is an employer, it must maintain Employer's Liability Insurance for the duration of the Hire Period with a minimum indemnity limit of £5,000,000. Details must be provided to the School on request.
- 9.4 The limitations and exclusions in this clause apply to all liability arising under or in connection with the Agreement, whether in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 9.5 Nothing in this Agreement shall limit or exclude the School's liability for:
- death or personal injury caused by the School's negligence; or
 - fraud or fraudulent misrepresentation.
- 9.6 Subject to clause 9.5, the School shall not be liable for:
- any death, injury, loss or damage suffered by the Hirer, its staff, contractors, guests or participants unless caused by the School's negligence or breach of duty; or
 - loss of or damage to any personal belongings or equipment brought onto the premises.
- 9.7 Subject to clauses 9.5 and 9.6, the School's total aggregate liability to the Hirer in connection with the Hire shall not exceed the greater of £5,000 or the total Charges paid under this Agreement.
- 9.8 Subject to clauses 9.5 and 9.6:
- The following types of loss are excluded: loss of profit; loss of business or opportunity; loss of contracts; loss or corruption of data; damage to goodwill; and any indirect or consequential loss.
 - The following types of loss are not excluded: (i) sums paid by the Hirer to the School in respect of Services not provided in accordance with this Agreement, and (ii) wasted expenditure directly resulting from the School's breach.
- 9.9 The Hirer must notify the School in writing of any claim under this Agreement within three (3) months of becoming aware of the incident giving rise to the claim. The notice must include sufficient detail to allow the School to investigate. The School shall have no liability for any claim submitted outside this period.
- 9.10 The Hirer must not do, permit, or fail to do anything which may invalidate or adversely affect the School's insurance policies, including but not limited to policies relating to public liability, fire, or property damage.

Indemnity

- 9.11 The Hirer shall indemnify and keep indemnified the School, its employees, governors, agents and contractors against all liabilities, claims, demands, actions, costs, damages or loss (including direct, indirect, or consequential loss, and legal fees on an indemnity basis) arising from or in connection with:
- a) any breach by the Hirer of the terms of this Agreement;
 - b) any act or omission of the Hirer, its employees, volunteers, participants or contractors during the Hire Period;
 - c) any damage to School property (including the School Facilities, equipment, or grounds) caused by or attributable to the Hirer or its associated individuals;
 - d) any third-party claims arising from the Hirer's use of the School Facilities, except to the extent that such claims arise from the negligence or wilful misconduct of the School.
- 9.12 This indemnity shall survive the termination or expiry of the Agreement.

10. Data Protection

- 10.1 Each party shall, at its own expense, ensure that it complies with, and assists the other party to comply with, all applicable legislation and regulatory requirements relating to the use, processing, and protection of personal data and the privacy of electronic communications. This includes, but is not limited to:
- the Data Protection Act 2018 and any successor UK legislation;
 - the UK General Data Protection Regulation (UK GDPR); and
 - the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426), together with any guidance or codes of practice issued by the Information Commissioner's Office or other relevant regulatory authority, as applicable.
- 10.2 Where the Hirer processes or obtains personal data relating to participants, staff, or others in connection with the Hire, they shall do so in accordance with all applicable data protection laws and ensure that appropriate technical and organisational measures are in place to protect such data.
- 10.3 The School's Privacy Notices are available on its website and provide further information about how personal data is used and protected. The Hirer must familiarise themselves with these notices where relevant to the Activity.

11. Force Majeure

- 11.1 Force Majeure Event means any circumstance not within a party's reasonable control including, without limitation:
- 11.1.1 acts of God, flood, drought, earthquake or other natural disaster;
 - 11.1.2 epidemic or pandemic;
 - 11.1.3 the Coronavirus (COVID-19) and any effects arising from or in connection with it, including any actions, recommendations, announcements or restrictions made by a government body, public health organisation or similar authority which affect a party's ability to perform its obligations under this Agreement;

- 11.1.4 terrorist attack, civil war, civil commotion or riots, war, threat or preparation for war, armed conflict, imposition of sanctions, embargo, or breakdown of diplomatic relations;
- 11.1.5 nuclear, chemical or biological contamination or sonic boom;
- 11.1.6 any law or action taken by a government or public authority, including without limitation imposing export or import restrictions, quotas or prohibitions;
- 11.1.7 collapse of buildings, fire, explosion or accident;
- 11.1.8 labour or trade disputes, strikes, industrial action or lockouts (excluding those initiated by the party seeking to rely on this clause or its group companies);
- 11.1.9 interruption or failure of utility services.
- 11.2 Provided it complies with clause 11.4, a party affected by a Force Majeure Event (*the Affected Party*) shall not be in breach of this Agreement or otherwise liable for any failure or delay in performing its obligations under the Agreement. The time for performance of such obligations shall be extended accordingly.
- 11.3 The corresponding obligations of the other party shall be suspended, and the time for performance extended to the same extent as those of the Affected Party.
- 11.4 The Affected Party shall:
 - 11.4.1 notify the other party in writing as soon as reasonably practicable (and no later than five (5) days after the start of the Force Majeure Event), providing details of the event, the start date, its likely or potential duration, and the anticipated impact on its ability to perform its obligations; and
 - 11.4.2 use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.
- 11.5 If the Force Majeure Event continues for a period of more than four (4) consecutive weeks, the unaffected party may terminate this Agreement by giving two (2) weeks' written notice to the Affected Party.

12. Alternative Dispute Resolution

- 12.1 If any dispute or difference arises in connection with this Agreement which the parties are unable to resolve through negotiation (the Dispute), the parties agree to seek to resolve the Dispute amicably by following the procedure set out in this clause.
- 12.2 The parties shall refer the Dispute to an independent mediator (*Mediator*) agreed between them. If the parties cannot agree on a Mediator within five (5) Business Days of one party giving written notice of the Dispute and proposing up to three (3) suitable mediators, either party may request an accredited alternative dispute resolution (ADR) provider to appoint one.
- 12.3 With the assistance of the Mediator, the parties shall engage in a good faith attempt to resolve the Dispute through an ADR procedure agreed between them, or, failing agreement, as determined by the Mediator.
- 12.4 Any resolution reached shall be recorded in writing and signed by the parties (and, where applicable, the Mediator) and shall then become binding.
- 12.5 If any of the following apply:
 - 12.5.1 the Dispute is not resolved within five (5) Business Days of the Mediator's appointment;

12.5.2 either party refuses to engage in the ADR process; or

12.5.3 the Dispute remains unresolved ten (10) Business Days after it first arose,

then either party may initiate formal legal proceedings in accordance with the governing law and jurisdiction clause of this Agreement.

12.6 Unless all parties agree otherwise:

12.6.1 the Mediator shall not take part in any subsequent legal proceedings (whether as a witness or otherwise); and

12.6.2 no aspect of the ADR process, including any recommendations made, shall be referred to or relied upon in those proceedings.

12.7 The costs of the Mediator, ADR provider, and any neutral venue shall be borne equally by the parties, unless otherwise agreed or directed by the Mediator. Each party shall bear its own costs of preparing for and participating in the ADR process.

13. Legal Provisions

Assignment

13.1 The Hirer may not assign, transfer, subcontract or otherwise deal with any of its rights or obligations under this Agreement without the prior written consent of the School.

13.2 The School may assign or transfer its rights and obligations under this Agreement at any time without notice to the Hirer.

Confidentiality

13.3 Each party shall treat as confidential all information obtained from the other in connection with this Agreement which is marked confidential or which by its nature ought reasonably to be considered confidential and shall not disclose such information without the prior written consent of the other party.

13.4 This obligation shall not apply to information which:

- is or becomes public knowledge through no fault of the receiving party;
- is lawfully obtained from a third party without restriction;
- is required to be disclosed by law, regulation or a court of competent jurisdiction.

Entire Agreement

13.5 This Agreement constitutes the entire agreement between the parties and supersedes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to its subject matter.

13.6 Each party acknowledges that it has not relied on any statement or representation not set out in this Agreement.

Variation

13.7 No variation to this Agreement shall be effective unless made in writing and signed by both parties (or their authorised representatives).

Waiver

- 13.8 A failure or delay by either party to exercise any right or remedy shall not constitute a waiver of that or any other right or remedy.
- 13.9 A waiver of any breach shall not constitute a waiver of any subsequent breach.
- 13.10 No single or partial exercise of any right shall prevent or restrict further exercise of that or any other right or remedy.

Severability

- 13.11 If any provision of this Agreement is found to be invalid, illegal or unenforceable, that provision shall be deemed deleted, but the remaining provisions shall remain in full force and effect.

Notices

- 13.12 Any notice or communication given under this Agreement must be in writing and delivered:
- by hand;
 - by pre-paid first-class post to the address stated in the Hire Details; or
 - by email to the address specified in the Hire Details.
- 13.13 Notices shall be deemed received:
- if delivered by hand, at the time of delivery;
 - if sent by post, at 9.00am on the second Business Day after posting;
 - if sent by email, at the time of transmission unless sent outside business hours, in which case at 9.00am the next Business Day.
- 13.14 This clause does not apply to service of legal proceedings.

Third Party Rights

- 13.15 No person other than the parties to this Agreement shall have any right to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

Post-Termination Provisions

- 13.16 Termination of this Agreement shall not affect any rights, remedies or obligations of either party that accrued before the termination date.
- 13.17 Any provision of this Agreement that expressly or by implication is intended to continue in force after termination shall remain in effect.
- 13.18 If the School continues to provide access to the Facilities after termination, this shall not be interpreted as a waiver of termination or as a renewal of the Agreement.
- 13.19 Previous or regular use of the School Facilities does not guarantee future bookings. The School will make reasonable efforts to accommodate repeat bookings but reserves the right to decline or amend future requests.

Intellectual Property & Publicity

- 13.20 The School's name, logo, branding, or images of the School buildings or facilities must not be used by the Hirer in any advertising, publicity, or promotional materials without the School's prior written consent.

- 13.21 The Hirer must not imply any partnership, endorsement, affiliation with the School in connection with the Hire or any approval or recommendation on behalf of the School. Any references to the School must be factual and proportionate to the nature of the Hire.
- 13.22 The use of the School's name or address for practical purposes — such as providing directions, confirming event location, or arranging transport — is permitted, provided it does not suggest an association beyond the agreed hire of the facilities.
- 13.23 The School reserves the right to request the immediate removal of any unauthorised use of its intellectual property and may terminate the Agreement if such use causes or risks reputational harm.

Governing Law and Jurisdiction

- 13.24 This Agreement shall be governed by and construed in accordance with the law of England and Wales. The parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any disputes arising in connection with this Agreement.

ENDS