

# Terms & Conditions of Hire

**It is the Hirer's responsibility to ensure that all members of their organisation, event or activity are familiar, and comply accordingly, with these conditions.**

## 1. Definitions

1.1 In these Terms and Conditions:

<b>Activity</b>	means the activity or activities or events carried out for the duration of the hire period on the Premises;
<b>Booking</b>	means any and all periods of time during which the Hirer is permitted to use the School Facilities and (where appropriate) the equipment as stated in the Hire Agreement;
<b>Force Majeure</b>	means, as regards a party, the occurrence of circumstances beyond the reasonable control of that party including (and without limitation) industrial action, strikes, lockouts, blockades, riots, acts of war, piracy, destruction of essential equipment by fire, explosion, storm or intemperate weather, unfitness of playing fields for use, flood, earthquake, failures of, shortages in or a loss of access of equipment, power, supplies, fuel or transport facilities;
<b>Hirer</b>	(a) the person, organisation, club, firm, group or company with whom the Hire Agreement is made; and  (b) any person under the control of, connected with or on the Premises with the consent of the Hirer, including participants, members, leaders, Parents or Guardians and spectators or audience;
<b>Hire Agreement</b>	means the agreement between the Hirer and the Provider entered into upon the Provider notifying the Hirer in writing that it has accepted their booking;
<b>Hire Charges</b>	means the charges set forth in the Hire Agreement as varied from time to time in writing on the Provider's behalf, including any late payment charges, deposits or interest amounts;
<b>One-off Booking</b>	means the use of a School Facility for one short specific period only as set out in the Hire Agreement;
<b>Parties</b>	means the parties to the Hire Agreement;
<b>The Provider</b>	means, as the case may be, Alleyn's School Enterprises Limited (ASEL) or Alleyn's School and also (where the context permits) its assigns and any sub-contractor for ASEL or the School;
<b>Premises or Facilities</b>	means buildings, facilities or estate that belongs to, or are under the control of the Provider;
<b>Regular Booking</b>	means use of a School Facility on a periodic basis (e.g. every week) as set out in the Hire Agreement;
<b>The School</b>	means Alleyn's School and Alleyn's Junior School;
<b>School Facility</b>	(a) means that part of the Premises provided to the Hirer in connection with their use;  (b) means any equipment under the ownership, possession or control of the Provider or otherwise present on the school estate that is made available to the Hirer or to which the Hirer has access for use in connection with their Activity;
<b>School Staff</b>	means any employee of Alleyn's School with responsibility for the Premises and equipment;

1.2 Words in the singular shall include the plural and vice versa, references to any gender shall include the other and references to legal persons shall include natural persons and vice versa.

## 2. General

- 2.1 These Terms and Conditions of Hire shall apply to the Hire Agreement to the exclusion of any other terms and conditions contained or referred to in any order, letter, form of agreement or other communication sent by the Provider to the Hirer and the provisions of these Terms and Conditions of Hire shall prevail unless expressly varied in the Hire Agreement or otherwise writing on the Provider's behalf.
- 2.2 Any concession made or latitude allowed by the Provider to the Hirer shall not affect the strict rights of the Provider under these Terms and Conditions of Hire.
- 2.3 The Provider reserves the right without prior notice at any time to alter or amend the whole or any of these Terms and Conditions of Hire.
- 2.4 In the event of any dispute or difference arising as to the interpretation of these Terms and Conditions of Hire, or of any matter contained in them, the decision of the Provider shall be final.

## 3. Payment

- 3.1 In consideration of the provision of the School Facilities the Hirer agrees to pay the Hire Charges to the Provider. All invoices are to be paid on receipt, unless otherwise agreed in the Hire Agreement. Failure to pay an invoice within the agreed time may result in the Hirer losing future bookings.
- 3.2 The Premises are not considered reserved until either of the above payments have been received by the School, consequently the Premises may be allocated to another Hirer should this sum remain outstanding.
- 3.3 The Hirer agrees to pay the reasonable costs incurred by the Provider in repairing or replacing any of the School's Premises, the School Facilities or equipment lost, damaged or destroyed by the Hirer and the Provider may include such costs as part of the Hire Charges previously invoiced.
- 3.4 The Hire Charges shall be payable in accordance with the schedule set out in the Invoice and/or Deposit Invoice.
- 3.5 The Provider agrees that each invoice issued by it to the Hirer will include details of the Booking, as regards the School Facilities, to which the invoice relates:
  - (a) The date on and time at which the Premises were provided; and
  - (b) Any specific charges for damage or loss suffered by the Provider.
- 3.6 In the event that the Hirer disputes whether certain amounts contained in an invoice are properly due, but does not dispute all sums contained in the invoice, the Hirer shall pay promptly the sums not reasonably in dispute in accordance with these Terms and Conditions of Hire.
- 3.7 Save where the Hirer is disputing sums in good faith, in the event that sums due from the Hirer under these Terms and Conditions of Hire are overdue, the Provider shall be entitled, without prejudice to its other rights, to suspend the use of the School Premises by the Hirer whilst sums remain overdue or alternatively may terminate the Hire Agreement.
- 3.8 Without prejudice to any other rights it may have the Provider shall be entitled (both before and after any judgment) to charge interest at a rate equal to the higher of the interest rate payable on court judgements or 2% above the base rate from time to time of National Westminster Bank plc on any overdue payments.

## 4. Cancellation of a Booking

### One-off Bookings

- 4.1 The hirer may cancel a one-off Booking by giving notice in writing. Where notice of cancellation is given more than twelve (12) weeks before the Hire Period the provider shall be entitled to 25% of the Hire Charge for that period.

- 4.2 Where written notice of cancellation of a one-off Booking by the hirer is received less than twelve (12) weeks before the start of the Booking the Provider shall be entitled to:
- (a) 50% of the Hire Charge where notice of cancellation is given more than eight (8) weeks but less than twelve (12) weeks before the Hire Period;
  - (b) 75% of the Hire Charge where notice of cancellation is given less than eight (8) weeks but more than two (2) weeks before the Hire Period.
  - (c) 100% of the Hire Charge where notice of cancellation is given less than two (2) weeks before the Hire Period.

#### Regular Bookings

- 4.4 Either party may cancel a Regular Booking by giving notice in writing to the other 7 days before the start of the first session of that Regular Booking. Where the Provider cancels a Regular Booking it will endeavour to provide alternative facilities where practicable and should alternative facilities be unavailable, the Provider shall repay to the Hirer any Hire Charges paid in respect of that session.
- 4.5 If written notice of cancellation of a Regular Booking by the Hirer is received less than 7 days before the start of the first session of that Regular Booking, the Hirer shall be obliged to pay the Provider the relevant Hire Charges as if the Regular Booking had taken place.
- 4.6 The Provider reserves the right to withdraw the School Facilities at any time before or during any period of hire, and does not accept responsibility for the postponement or interruption of any event.
- 4.7 The School's Staff shall have authority, in the event of bad weather or any other reasons, to declare the School Facilities unfit for use.
- 4.8 No refunds will be made for the non-use by the Hirer of booked areas or School Facilities.

#### **5. Termination**

- 5.1 The Provider may terminate the Hire Agreement with immediate effect by notice in writing to the Hirer, if the Hirer:
- (a) cancels more than 25% of the Regular Bookings within a period of one year; or
  - (b) commits a serious breach of any of its obligations under these Terms and Conditions of Use; or
  - (c) becomes bankrupt, insolvent or enters into liquidation or receivership or is the subject of an application for an administration order or suffers an administrative receiver to be appointed in relation to the whole or any part of its assets or makes a composition or arrangement with its creditors or suffers any judgement to be executed in relation to any of its property or assets; or
  - (d) if in the opinion of the Provider the purpose for which the School's Facilities is to be used is one which is likely to lead to a breach of the peace or otherwise be regarded as inappropriate for holding at the School; or
  - (e) if the Hirer or any of its staff, contractors or guests brings illegal drugs or other illegal substances onto School premises or grounds; or
  - (f) if the Hirer intends to use the School Facilities for any purpose other than the Activity specified in the Hire Agreement; or
  - (g) if a Force Majeure event occurs with respect to the Provider; or
  - (h) in any other circumstances where the Provider believes that it would be to the detriment of the School, its pupils, or its reputation to hold the event for which the School Facilities have been hired.

- 5.2 If the Provider withdraws the School Facilities with respect to a Booking pursuant to 4.6 above and there has been no termination of the Hire Agreement pursuant to 5.1, the Provider shall reimburse the Hirer for any charges or deposits already paid by the Hirer with respect to such Booking pursuant to the Hire Agreement.

## **6. Post-termination**

- 6.1 The termination of the Hire Agreement shall not affect any rights or obligations of the parties which accrued prior to such termination.
- 6.2 Any termination of the Hire Agreement shall not relieve any party of any obligation under these Terms and Conditions of Hire which is expressed or which by implication is intended to continue after termination.
- 6.3 If the Provider continues to provide any School Facilities to the Hirer after the termination of the Hire Agreement this shall not be construed as a waiver of such termination of, or as a renewal of, the Hire Agreement.
- 6.4 Previous use of a School Facility is no guarantee that applications for subsequent bookings will be successful although every attempt will be made to accommodate recurrent bookings.

## **7. Sub-letting - No Tenancy**

- 7.1 No School Facility may be sublet, or reassigned to any other organisation or individual nor assign or sub-let any right or benefit under it without the prior written consent of the Provider.
- 7.2 Nothing in the Hire Agreement shall have the effect of giving exclusive possession to any part of the School to the Hirer or creating any tenancy between the School and the Hirer.

## **8. Insurance**

- 8.1 The governing body of the School has arranged appropriate public liability insurance to cover all legal liabilities for accidents resulting in injuries to persons (including all participants in the activity for which the premises are being used) and property, including the premises, arising out of the letting. Copies of the policy are available on request.
- 8.2 Where the Hirer is an employer, the Hirer will take out and keep in effect Employer's Liability Insurance, for the duration of the Hire, with a limit of liability of no less than £5,000,000, details of which must be supplied to the Provider on request.

The Hirer hereby confirms that its Insurer(s) has agreed to extend a policy to cover the use of the School Facilities on the dates stated on the Hire Agreement for the intended Activity.

- 8.3 The Provider, the School, its governing body, employees or agents shall not be liable for any costs, loss, damage or injuries, fatal or otherwise to persons arising from their use of the School Facilities unless caused by wilful default or negligence on the part of the School, its employees or agents.
- 8.4 The Hirer will not do, or permit to be done, or leave undone, anything which may affect the School's insurance policy or policies to fire or public risk in connection with the School Facilities.

## **9. Force Majeure**

- 9.1 Neither party shall incur any liability to the other in the event it is prevented from, hindered or delayed in the performance of its obligations under the Hire Agreement by a Force Majeure Event.

## **10. Care of the School**

- 10.1 The Hirer shall comply with the instructions of the School Staff at all times.
- 10.2 The Hirer agrees to use the School Facilities in compliance with the guidelines and conditions as advised by School Staff.

- 10.3 The Hirer warrants that they are competent to carry out, instruct, train, coach or lead the activity for which the School's Facilities are to be used and such competency shall be determined by the Provider.
- 10.4 The Hirer shall have access to toilets and common parts of the School in relation to the activities taking place as designated by the School Staff. The Hirer should not enter areas or rooms of the School, or use facilities or equipment, other than those allotted to them by prior agreement.
- 10.5 The Hirer shall provide sufficient supervision of their members whilst on the Premises to comply with all applicable regulations and best practice.
- 10.6 The Hirer shall ensure that any person given a supervisory role by the Hirer, during the Booking, must be carefully selected prior to appointment and sufficiently skilled, experienced and trained to carry out their duties.
- 10.7 All participants must be appropriately dressed for each activity and supplied by the Hirer with such personal protective clothing as shall be suitable and as shall be required by law and which shall be replaced and/or removed as required.
- 10.8 Where an activity taking place under the Hire Agreement involves (a) Children under the age of eighteen (18) or (b) Adults or children suffering from mental or physical incapacity;
- All persons with responsibility for organising, operating, assisting with or supervising such activities must be DBS checked and accept responsibility for registering with the DBS service and providing details of such registration to the Provider upon request. The Hirer should not approach the School's pupils and should not share facilities (e.g. toilets and changing rooms) with them.
- 10.9 An audience will only be permitted entry to the Premises:  
(a) if such a request has been authorised in the Hire Agreement;  
(b) the School has approved an appropriate form of ticketing and/or audience control; and  
(c) unless otherwise agreed with the Provider the Hirer ensures that adequate security and supervisory personnel are in attendance for the duration of the Booking.
- 10.10 The Hirer shall not exceed the agreed maximum capacity for attendees of the activity authorised by the Hire Agreement. The Provider shall have the right to require people in excess of the agreed maximum capacity to leave the Premises.
- 10.11 It shall be the responsibility of the Hirer to leave the School Facilities and Premises in a condition agreed with the Provider.
- 10.12 Authorised representatives of the School shall have free access to all facilities at all time.
- 10.13 No dogs, except guide dogs, shall be permitted on the Premises at any times.
- 10.14 No vehicle parking facilities shall be available on the Premises, unless otherwise agreed with the Provider.
- 10.15 The Premises will be available for occupation between the times stated in the Hire Agreement. The Hirer agrees to observe strictly agrees arrival and departure times.

## **11. Damage to School Property**

- 11.1 The Hirer shall be responsible for any damage, other than fair wear and tear and depreciation, to School Facilities (and any equipment belonging to any individual or organisation) or Premises.
- 11.2 Any damage caused to grounds, buildings, fixtures, furniture or equipment belonging to the School in the opinion of the Provider, other than through fair wear and tear, will be repaired by the School and the cost will be met by the Hirer.

- 11.3 It is the Hirer's responsibility to supervise the use of any equipment and to ensure its safe return. The Hirer shall be liable for any damage, loss or theft of any equipment used, and for the safe and appropriate use of such equipment.
- 11.4 No screws or nails shall be driven into the walls, floors or ceiling of the Premises or its furniture, fixtures or fittings.

## 12. Cleaning

- 12.1 It shall be the responsibility of the Hirer to ensure that School Facilities used are maintained in a clean and tidy state at all times.
- 12.2 The cost of any excessive cleaning and ground restoration will be charged to the Hirer.
- 12.3 If a School Facility is found to be in disorder at the commencement of a Booking it should be reported to a member of Staff immediately before Activities take place.

## 13. Health & Safety

- 13.1 Whilst on the Premises the Hirer must comply with the provisions of any relevant and applicable health and safety legislation and with all reasonable health and safety procedures applied or notified by the Provider.
- 13.2 Fire doors and doors fitted with automatic closure shall not be interfered with.
- 13.3 The Hirer shall not obstruct any corridor, passage, entrance or exit of the Premises.
- 13.4 The Hirer shall ensure that there is no interference whatsoever with fire extinguishers or any other firefighting equipment, except in the case of emergency.
- 13.5 Any electrical equipment brought on to the site must have been agreed with School Staff and have a current Portable Appliance Tested (PAT) certificate i.e. less than 12 months and must be used with a Residual Current Device (RCD).
- 13.6 The Hirer is required to provide the Provider with written details of any accident, loss, damage, near miss or injury sustained by any person within 3 days of the date of the incident occurring.

## 14. First Aid

- 14.1 The Hirer should arrange for first aid qualified personnel, and an adequate first aid kit, to attend medical emergencies during each Booking.
- 14.2 For tournaments, competitions or other large events, the Hirer shall, where required by the Provider, contact the British Red Cross or St. Johns Ambulance Brigade and arrange to have a qualified person in attendance.

## 15. Fire & Emergency Situations

- 15.1 The Main Contact (as named on the Hire Agreement) is the nominated person responsible for ensuring fire safety for all users throughout the Booking.

The Hirer confirms that before using the Premises that they:

- a) Have read, understood and agree to abide by the obligations listed on *'Third Party Groups - Fire Safety Whilst Using the Alleyn's School Facilities'* (available on the School website).
- b) Will arrange a briefing from the Provider to be shown how to operate the School fire panels, which will sound the fire alarm.
- c) Will arrange a briefing from the Provider to be shown the planned fire escape routes for the facilities that are to be used.

d) Will ensure the School premises will be appropriately staffed **at all times** by a 'Group Leader' who is aware of all of the fire exits in the facilities that are to be used, and who is fully aware of the procedures listed on 'Third Party Groups - Fire Safety Whilst Using the Alleyn's School Facilities'.

- 15.2 The Provider must be informed in advance of any personnel who may require assistance in the event of an emergency.

## 16. Intoxicating Liquors and Substances

- 16.1 The Hirer will not bring on the Premises any illegal drugs or other illegal substances.
- 16.2 The School has a [Premises Licence](#) which allows, amongst other things, the sale by retail of alcohol to be consumed on the premises, consequently the Hirer may not bring onto or consume on the Premises any intoxicating liquors without the prior written consent of the Provider.
- 16.3 The Hirer is responsible for obtaining all licences, consents and approvals necessary for the planned activity. It is at the discretion of the Provider if they (as the venue provider) wish to submit an application on the Hirer's behalf.
- 16.4 The Hirer shall ensure that all bottles, cans and litter are removed at the end of each period of use, save where the same have been provided as part of agreed catering arrangements.

## 17. Nut allergies

- 17.1 To safeguard the health of people with nut and/or sesame and/or coconut allergies, no nuts, sesame, coconut and/or products containing nuts, sesame, coconut are permitted to be brought on to the premises at any time; if these products are discovered the hirer should dispose of them immediately and notify a duty manager so that the premises may be thoroughly cleaned.

## 18. Smoking

- 18.1 The smoking of cigarettes, pipes, cigars or any other matter on the Premises is strictly prohibited without the prior written consent of the Provider. It is the duty of the Hirer to inform all school users of this rule and ensure it is adhered to.

## 19. Noise

- 19.1 Noise must be kept within reasonable limits and the Hirer must comply with the instructions of the Duty Staff in this respect.

## 20. Sport

- 20.1 Where an activity is a sport, the Hirer must ensure that the Activity is carried out and supervised in accordance with the appropriate rules and safety recommendations of the governing body of the sport concerned.
- 20.2 Where sports activities, coaching, training, tuition or martial arts are to be practised or performed, the Hirer must be a member of a recognized professional body for the sport concerned and where appropriate, recognised by the Sports Council details must be supplied to the Provider on request.
- 20.3 The Hirer agrees that the School Staff decision on the fitness of a ground for play will be final.

## 21. Theft

- 21.1 The Provider accepts no responsibility for the security, loss or damage to personal property. All persons using the School Facilities must take their own precautions to protect their property.