



EDU-Lettings UK Ltd

Hirer Terms and Conditions 1st August 2020 – 31st August 2021

1. Contract Terms

1.1 We agree to hire out the Venue to you on the following terms. These terms constitute a contract between you and us (“**Agreement**”) and must be read together with any other documents or policies explicitly referred to in these terms. Any other terms contained in any other document are excluded unless their inclusion is expressly agreed in writing.

1.2 In these terms:

1.2.1. “**we**” “**our**” and “**us**” means EDU-LETTINGS UK Limited (company number 00000000);

1.2.2. the “**Venue**” means the venue that you have specified on the Booking Receipt and that we have agreed to hire out to you.

1.2.3. “**the hirer**” or “**you**” or “**your**” means person named as lead hire on the booking.

2. Accuracy of the Booking

You warrant that the information and details given upon Booking is correct, accurate and contains no errors or omissions. We reserve the right to cancel this Agreement without having to refund any costs incurred by you (including any deposit or damage deposit) if you are in breach of this warranty.

3. Cost of Hire

3.1. You shall pay to us the cost of hire together with the deposit (if required) both as stated on the Invoice, such Invoice being provided to you automatically from the booking system and payment shall be received in line with clause 3.10.

3.2. All invoices issued by us to you must be paid within 28 days of the date of the invoice or 7 days prior to your booking in which ever comes sooner. If you fail to settle the invoice in full within this time frame, you will pay interest on the overdue amount at the interest at the rate set out in the Late Payment of **Commercial Debts Regulations** 2013 (“**Regulations**”).

3.3 The invoice will show whether VAT is applicable to Charges.

3.4 Certain fees are exempt from VAT for the use of sport if the following conditions apply:

- A) The Booking is for a single letting of sports and physical recreation facilities for a continuous period of over 24 hours with exclusive control of the facilities to the same person or;
- B) The letting is a Block Booking which meets the following conditions:
 - 3.3.B.1 the series consists of ten or more sessions;
 - 3.3.B.2 each session is for the same sport or activity and must be in the same place (the use of different pitches, courts or lanes on some occasions is acceptable provided it is at the same establishment);
 - 3.3.B.3 the interval between each session is at least one day but not more than 13 days (it is important that there is a 24-hour time lapse between the start of each session);
 - 3.3.B.4 the session is paid for in full which must be supported by written agreement (being the Booking Confirmation); and
 - 3.3.B.5 the person to whom the facilities are let to has exclusive use of such facilities during the sessions; and
 - 3.3.B.6 the facilities are let out to a school, club, association or an organization representing affiliated clubs or constituent associations such as a local league
- 3.4 If a cancellation of or change to the Booking is instigated by the Hirer which in turn means that the cancellation policy (section 20) cannot be met, VAT will be applied and we will inform the Hirer that this is the case, void the invoice and raise a new one with VAT on it. If a cancellation of or change to the Booking is instigated by us which means that the rules set out in the cancellation policy cannot be met, VAT will be applied but we will apply a discount to ensure that the Facility User's total payment is not increased due to such cancellation or change.
- 3.5 It is the Hirer's responsibility to inform us if it is not a club or association as set in the cancellation policy. By accepting these Conditions and the VAT exemption to a Block Booking you are confirming that it is a club or an association.
- 3.6 Clubs and associations may be unincorporated or incorporated associations, unincorporated or incorporated members' clubs, employees' or trade union social clubs, proprietary clubs or service messes. In its simplest context individual teams can be treated as clubs, provided that they conduct their affairs in the same manner. This would mean entering into formal agreements with the hirer of the Venue, collecting subscriptions from members and so forth. It is also possible to allow committees and teams being part of the main club to individually be treated as clubs in their own right, provided that they conduct their affairs as if they were a club. Changes may be made to this definition by HMRC and it is the Hirer's responsibility to check that it fits this definition.
- 3.7 Some Schools may opt to tax their premises which would mean that the charge will be subject to VAT even if the above conditions are met. This will be indicated on the Booking Receipt.
- 3.8 If Charges change due to different VAT treatment before the date of the hire of the Venue then the Hirer will be notified by us and such change will be treated as a

variation.

3.9 If Charges change due to different VAT treatment after the date of the hire of the Venue we reserve the right to raise a further invoice to the Hirer for any additional VAT payment due, such invoice to be payable within seven (7) days of the date of the invoice and at the discretion of us to be set off against any other payments received from the Hirer.

4. Use of Venue

4.1. For the avoidance of doubt, you are being granted a non-exclusive, revocable licence to use the Venue as specified on the Booking Receipt, for the duration specified on the Booking Receipt and this shall in no way be construed as a grant of a lease to you.

4.2. It is your responsibility to ensure that the Venue is suitable for your intended use. If you have any booking requirements which you think may affect the suitability of your use of the Venue you should discuss these with us before confirming the booking.

4.3. You shall not use the Venue for any other purpose other than that described on the Booking Receipt. You shall not sub-hire or use the Venue or allow the Venue to be used for any unlawful purpose or in any unlawful way, nor do anything or bring anything into the Venue which may endanger the same or render invalid any insurance policies of the Venue, nor allow the consumption of alcohol at the Venue without our prior written permission. If you are permitted alcohol by us at the Venue, you are responsible for complying with all licensing laws.

4.4. Smoking (including the use of e-cigarettes) is absolutely prohibited at the Venue. You must ensure that you and all other attendees do not smoke or use e-cigarettes in the Venue or in any other part of the building or grounds in which the Venue is located.

4.5. Neither you, nor your attendees are permitted to use any equipment at the Venue, unless otherwise agreed in writing. If you fail to comply with this provision, we reserve the right to make an extra charge and you will be liable in full for any damage to the equipment.

4.6. If either you or your attendees move any equipment you find at the Venue, you must return such equipment to its original position before leaving the Venue. If you fail to comply with this provision, we reserve the right to make an extra charge and you will be liable for any damage to the equipment, and for any injury to either you or your attendees, in full.

4.7. You shall ensure that any equipment you bring to the Venue to use at the Venue (including but not limited to sports equipment, catering equipment and electrical equipment) are safe and in good working order, are used in a safe manner and, where relevant, have been PAT tested in accordance with current safety testing requirements.

4.8. You shall not use any naked flames, gas cylinders or canisters, nor place any combustible materials adjacent to heat sources. Barbecues may not be used on site without prior and written consent from us.

4.9. You must not make excessive noise whilst at the Venue.

5. Venue Security

5.1. We will make arrangements for the Venue to be opened and locked after your specific event. You agree to notify us as soon as you become aware that your specific event may, or will, start later or end earlier than specified on your Booking Receipt.

5.2. You must ensure that adequate supervision is available at all times and ensure that no unauthorised persons are permitted to enter the Venue. You must adhere to all security and fire precaution measures of the Venue. If a fire is identified it is your responsibility to alert all relevant emergency services and us immediately, and to evacuate the Venue immediately in accordance with the Venue's policies.

6. Alterations

You must not make any alterations to the Venue or any other part of the building or grounds in which the Venue is contained without our prior written consent. This includes screwing or nailing anything to any part of the Venue, and fixing or taping anything to the floor of the Venue.

7. Licences

You shall be responsible for obtaining all licences and for completing any returns that may be required by the PerReceiving Rights Society, Phonographic PerReceptance Limited, The Copyright Licensing Agency Limited and all other bodies in connection with the hiring of the Venue for your specific use. You indemnify us and the owner(s) of the Venue against the consequences of your failure to do so.

8. Insurance

8.1 You must have adequate Public Liability Insurance in place for use of the Venue and you must produce up to date evidence of such insurance to us when requested by us. You must ensure that you inform your Insurer that you are hiring a school facility.

8.2 If so, requested by us you shall provide evidence that appropriate Disclosure and Barring Services certificates (DBS Certificates) have been obtained for any key Individuals who will be accessing the Venue.

8.3 The Hirer shall indemnify us against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation) and all interest, penalties and legal costs and all other reasonable professional cost and expenses, suffered or incurred by us arising out of or in connection with:

- A) the Hirer's use of the Venue;
- B) the Hirer's breach or negligent performance of this Contract, including but not limited to its obligations of the booking.
- C) any claim arising out of or in connection with abuse or alleged abuse perpetrated by its paid staff, volunteers, senior managers, members of boards of trustees, sessional workers, agency staff, students, subcontractors or anyone else who

may be working on its behalf; and any claim made against us arising out of or in connection with any breach of copyright as defined in the Copyright Act 1956 (as amended) or similar statutes, enactments, licences or regulations in respect of the playing, use of or performance of any songs or musical works, theatre scripts, dramatic or artistic works.

9. Health and Safety

During your booking, you must comply with all relevant Health and Safety Regulations, including having in place an appropriate evacuation plan and risk assessment.

10. First Aid

You must provide your own trained first aid cover, suitable and sufficient to the number and age of attendees. Access to a telephone within the Venue is restricted. In the event of an emergency it is your responsibility to have in your possession a working, fully charged mobile phone to contact emergency services, next of kin or any other relevant persons or body.

11. Sale of Goods

11.1. Unless otherwise agreed, you must not use the Venue for any auction sale, trade, business or manufacture of goods.

11.2. You must not use the Venue for any illegal or immoral act or purpose.

11.3. We reserve the right to cancel this Agreement with immediate effect where such use is taking or is intended to take place without having to refund any costs incurred by you, to you (including any deposit or damage deposit).

12. Gaming, Betting and Lotteries

You shall ensure that nothing is done at or in relation to the Venue in contravention of the law relating to gaming, betting and lotteries.

13. Promotional Materials

13.1. You are responsible for all publicity and promotion of your event at the Venue.

13.2. Promotional Materials must not include promotion of alcohol, smoking or gambling.

13.3. You must not use our name or logos, or those of the Venue (or any affiliated organisation), in any promotional material relating to your event without our prior written permission (which may be conditional upon us approving the material in question before you use it).

13.4. The hire of the Venue does not constitute an endorsement by us or the Venue of either you or the subject matter of your reason for hire of the Venue.

14. Food and Drink

14.1. All our schools are nut free zones

14.2 If you have specified on the Booking Receipt that you will be preparing, serving or selling food and/or drinks at the Venue, you must observe all relevant food and hygiene laws and regulations.

14.3. If you have specified on the Booking Receipt that you will be using your own caterers at the Venue during the event, you must ensure that the caterers comply with all relevant food and hygiene laws and regulations. You must also ensure that any leftover food and/or drinks and/or crockery and/or rubbish is removed from the Venue and the Venue is returned to the condition in which you found it on arrival at the Venue.

15. Children

You shall ensure that you have adequate and up to date child protection policies and procedures in place. You must also ensure that you and any and all other persons likely to have contact with the children and vulnerable adults have obtained enhanced Disclosure and Barring Service checks, and all other necessary checks, prior to the event taking place.

16. Prevent Duty

You shall not use the Venue for any purpose or event which does not uphold fundamental British Values, as defined within the Counter-Terrorism and Security Act 2015.

17. Animals

You shall not allow any animals, other than guide dogs (with prior notification), to be brought into the Venue without prior written consent from us.

18. End of Hire

18.1. You shall ensure that the Venue is vacated at the time specified on the Booking Receipt under "end time". If you or any of your guests or attendees have not vacated the Venue or any other part of the building or grounds in which the Venue is contained, we reserve the right to make an additional charge.

18.2. You are responsible for leaving the Venue and any other part of the building or grounds in which the Venue is contained in a clean and tidy condition. You must ensure that the Venue is returned to the condition in which you found it on arrival at the Venue. If you fail to do this, we reserve the right to make an additional charge for damages, cleaning or any extra time spent ensuring the Venue is as it was at the start of the booking

19. Termination

19.1. If applicable and without prejudice to clauses 19.2 and 19.3 below, this Agreement may be terminated in accordance with our cancellation policy in clause 20.

19.2. For the avoidance of doubt, we retain the right, in our absolute discretion, to refuse or cancel a booking at any time if the reason for hire or subject matter to be discussed or promoted at the event is something to which the Venue itself would, or does, reasonably object to.

19.3. Either of us can terminate this Agreement if the other is the subject of a bankruptcy order (or the equivalent in any other jurisdiction) or the other becomes insolvent or makes any arrangement or composition with, or an assignment for the benefit of, its creditors or if any of its assets are the subject of any Receipt of seizure. If either of us is a company, the other can terminate this Agreement if the company goes into liquidation, either voluntary or compulsory, or if a receiver or administrative receiver or administrator is appointed.

20. Cancellation

20.1. The Hirer acknowledges and accepts that the venue is a school facility and any facility use that the school requires take priority over any Confirmed Booking(s) and that we may, without incurring any liability to the Hirer, cancel a confirmed booking by giving the Hirer as much notice of the cancellation as reasonably possible for any of the following reasons:

20.1.1. in the case of any school activities, Force Majeure Event, unforeseen circumstances or emergencies; if the Hirer has failed to pay any invoice by its Due Date, if the Hirer has failed to supply any reasonably requested information regarding the activities or proposed use of the Venue if the Hirer has failed to honestly disclose the purpose of the activities and/or we in our sole discretion deem the proposed purpose inappropriate; or the Hirer appears to have or has become bankrupt or insolvent.

20.2. In the event of school activities, Force Majeure Events, unforeseen circumstances or emergencies, we will give the Hirer as much notice as possible but the Hirer acknowledges that the amount of notice will depend upon the nature of unforeseen circumstances or emergencies. The Hirer shall not be charged for the use of the Venue where the confirmed booking is cancelled by use to school activities, Force Majeure Events, unforeseen circumstances or emergencies, and shall be reimbursed within five Working Days in the event that payment has been made in advance. If the confirmed booking is cancelled by the Hirer due to any reason then we shall retain any payment made in advance, which shall be non-refundable.

20.3. The Hirer shall be entitled to cancel a confirmed booking by giving the following notice via the to us ("Requisite Notice"):

20.3.1. "All Year-Round Booking" – Bookings that are a minimum of 40 consecutive weeks through the academic year with less than 13 days between each booking, the Requisite Notice for a single session within an All Year Round Booking is seven days. A maximum of four single bookings per All Year-Round Booking may be cancelled. Consecutive sessions cannot be cancelled.

20.3.2. To cancel all future bookings within an All Year Round Booking the Hirer must have completed a minimum ten-week consecutive block and give four weeks' written

notice to expire no earlier than the end of the tenth session. If this is not adhered to the client shall be charged for full ten weeks' sessions.

20.3.3. "Block Booking or Event" – Bookings of less than 40 consecutive weeks that confirmed Bookings cannot be cancelled or amended.

20.3.4. "Grass Fixtures" – the Hirer may cancel a Grass Fixture before the following day at 17:00 and only for reasons of the grass surface being unplayable due to adverse weather conditions (and we must agree in writing that the grass surface is unplayable):

20.4. If less notice is given than the Requisite Notice the cancellation request shall not be accepted and any payment made or due for that Booking shall not be refunded. If a Hirer wishes to cancel an All Year-Round Booking but has not completed ten weeks' sessions we shall charge the Hirer for any untaken sessions within the required ten weeks including but not limited to those within the four weeks' notice period,

20.2 If Requisite Notice is given as set out for confirmed bookings that can be cancelled there will be no charge for the cancelled booking and any monies paid in advance for the cancelled booking shall be refunded to the Hirer.

20.3 The Hirer may, on 4 weeks' written notice to us, request amendments to an **All Year- Round Bookings**. If the All Year-Round Booking amendment request is for the reduction of bookings to 50% or less than the original confirmed booking, we reserve the right to cancel the entire All Year-Round Booking and/or require payment of the Charges for the entire All Year-Round Booking.

21. Personal Data

All personal data is held and processed in accordance with our privacy policy. The Hirer shall be responsible for complying with all applicable data protection legislation, including but not limited to obligations under General Data Protection Regulation (EU) 2016/679 and the Data Protection Act 2018.

22. SAFEGUARDING AND CHILD/ADULT PROTECTION & PREVENT

- a. The Hirer warrants and represents that it shall at all times and shall procure that all persons taking part in the managing and operating of hire of the Venue shall comply with safeguarding legislation and guidance, and our safeguarding policy and procedures.
- b. The Hirer acknowledges and accepts that the Hirer shall be responsible for ensuring that all Individuals involved in undertaking, overseeing or

organising Activities shall have the requisite level of safeguarding knowledge, awareness and competence to undertake their role, and that neither us nor the School where the Venue is, shall be responsible for ensuring that Individuals are knowledgeable, competent and aware in terms of safeguarding.

- c. If so, requested by us the Hirer shall provide evidence that appropriate Disclosure and Barring Services certificates (DBS Certificates) have been obtained for any key Individuals who will be accessing the Venue.
- d. The Hirer further acknowledges and accepts that the Hirer shall be responsible for ensuring that all Individuals involved in undertaking, overseeing or organising activities shall be recruited using safer recruitment methods and processes, including criminal record checks, (i.e. methods and processes that follow good safeguarding practice) and shall be trained, supervised and managed to ensure that there is consistent and thorough implementation of safeguarding policies and procedures in the client document folder "EDU-LETTINGS UK LTD safeguarding policy and docs".
- e. The Hirer undertakes to ensure that, in undertaking activities, the Hirer will use only Individuals that it has vetted as being suitable to work with Children, Young People and Adults at Risk – in accordance with our policy and procedures.
- f. In accordance with our safeguarding policy and procedures, the Hirer undertakes to report to us, using the appropriate form any safeguarding concerns that come to its attention in relation to Children, Young People or Vulnerable Adults and any safeguarding concerns that arise in relation to alleged behaviour by Individuals involved in undertaking activities at the Venue.
- g. Each party recognises that under the Counterterrorism and Security Act 2015 schools and colleges have a duty to pass on any information they have in relation to concerns about people being drawn into terrorism or extremist activities. In occupying and using the Venue we consider ourselves to be under such a duty and will pass on any such information to the owner of the Venue.

23. Liability

During the period of hire, you shall be responsible for all damages (including accidental damage), losses (including consequential losses), claims and costs arising out of your use of the Venue and you shall indemnify us and the owner(s) of the Venue from and against any damage (including accidental damage), expense, liability, loss suffered by the owner of the Venue (including consequential loss), claim or proceedings arising out of the course of or caused as a result of the hiring of the Venue or a breach of the terms of hire. For the avoidance of doubt the owner of the Venue shall be entitled to enforce this particular clause.

23.2. For the avoidance of doubt, you are entirely liable and responsible for both you and your attendees (and yours and their property) at all times whilst you are at the Venue and in any other part of the building or grounds in which the Venue is contained.

23.3. Nothing in this Agreement shall be construed as restricting or excluding our liability for death or personal injury resulting from our negligence or for fraud.

23.4. Our liability to you under this Agreement shall not exceed the amount paid by you for hiring the Venue for your specific event.

24. Force Majeure

We may cancel any Agreement if the Venue is, or if any part of the building or grounds in which the Venue is contained is, rendered unfit or becomes unavailable due to unforeseen circumstances. This includes, but is not limited to, Acts of God, fire, lightning, explosion, war, disorder, terrorism (actual or threatened), security reasons, school lockdown, flood, pandemic or epidemic, industrial disputes (whether or not involving our employees), failures or interruptions of electricity gas or water supplies, weather of exceptional severity or acts of local or central government or other authorities.

25. General

25.1. Any notice required or permitted to be given by either party to the other side under this agreement shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified under this provision to the party giving the notice.

25.2. No waiver or any amendment to these terms shall be effective unless in writing and signed by both you and us.

25.3. This Agreement shall be governed by the laws of England and we both agree to submit to the exclusive jurisdiction of the English Courts.

26. Swimming Pool Hire

26.1. The Hirer is responsible for having adequate personal liability insurance and an insurance certificate must be available for inspection. Hirers of the pool must ensure that no person wearing outdoor footwear is allowed into the pool area, and no items that have had outside contact including but not limited to prams. Failure to observe this will result in a ban of the Hirer.

26.2 You will ensure that no person wearing outdoor footwear is allowed into the pool area, and no items that have had outside contact, including but not limited to prams. You will provide an adequate number of RLSS Pool Lifeguards holding a valid certificate. Your logbooks must be up to date and you may be asked to produce these before using the facilities. Your lifeguard(s) must be clearly visible and remain at poolside at all times. In case of sub aqua clubs, at least one member must hold either a current RLSS Pool Lifeguard or a current BSAC Lifesaver Award. In all cases the Club's Lifeguard must be easily identifiable to all club users. Failure to observe the above terms will result in a ban of the Club/Hirer

Signed by and or on behalf of the Hirer in agreeing to these terms:

Print name:

Date