

FREDERICK BREMER  
SCHOOL

# Lettings Policy



<b>Person responsible</b>	Shermaine Lewis
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<b>Does this policy need to be ratified by Governors?</b>	Yes
<b>If yes, which committee</b>	Finance
<b>Ratified by Governors on</b>	May 2022
<b>This policy is communicated by the following means</b>	Shared drive School website

## Contents

Introduction.....	3
Charges for a Letting .....	3
Management and Administration of Lettings .....	4
The process for managing the lettings will be as follows: .....	4
Booking Times .....	5
Public Liability and Accidental Damage Insurance .....	5
Safeguarding.....	5
Cancellations .....	5
Condition of Booking .....	6
Complaints Procedures .....	9
Appeals Procedure.....	9
Appendix 1 - Terms and Conditions of Use – Frederick Bremer School.....	10

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## Introduction

The Governing Body of Frederick Bremer School is keen to see that the premises at our school are used for the benefit of the whole local community. The education of children is the prime purpose of our school; however, we believe education is a lifelong process which should be open and accessible to all. This document outlines the policy of our school with regards to lettings. It sets out the facilities available, the charges and the responsibilities of the Governors and the users when the school premises are hired.

The use of our school premises at all times other than during the school day is under the control of the Governing Body of our school. (Education Act 1986, sect.42 no.2)

Our lettings policy operates within the framework of the London Borough of Waltham Forests Equal Opportunities Policy.

The Sex Discrimination Act 1985 and the Race Relations Act 1976 apply throughout this policy and will be adhered to throughout all stages of our lettings procedures.

Having regard to our duty under the Race Relations Act 1976 (but without prejudice to our duties under the Representation of the People Act 1983) the Governing Body will not let the school premises to organisations whose purpose is, amongst other things, to encourage racial discrimination and/or disharmony between persons of different racial groups, or are otherwise involved in activities prejudicial to good race relations.

In deciding whether or not to let our premises the Governing Body will also have regard to the likelihood of any damage being caused to the premises, or neighbouring premises, and any nuisance that may arise, as a result of accepting the booking.

In any event, the Governing Body reserves the right to require a reference from a Local Authority or other reputable hirer, before any booking is accepted.

We will consider letting to any group able to comply with the terms and conditions outlined in this policy. These terms and conditions are clearly stated in our Conditions of Usage and Booking procedures documents, which must be agreed to when completing a booking.

The final decision on compliance lies with the Governing Body.

## Charges for a Letting

The Governing Body is responsible for setting charges for the letting of the school premises. A charge may be levied in order to cover the following:

- Cost of services (heating and lighting);
- Cost of staffing (additional security, caretaking and cleaning);
- Cost of administration;
- Cost of "wear and tear";
- Cost of insurance (if the school has arranged its own public liability insurance – see terms and conditions 13.3)
- Cost of use of school equipment (if applicable);
- Profit element (if appropriate).

The specific charge levied for each letting will be reviewed no less than annually by the Governing Body (or as delegated for Committee determination). This review will take place during the spring term, for implementation with effect from 1st April of that year. Current charges will be provided in advance of any letting being agreed. A Charging Tariff will be established to ensure that access is affordable for particular individuals and groups.

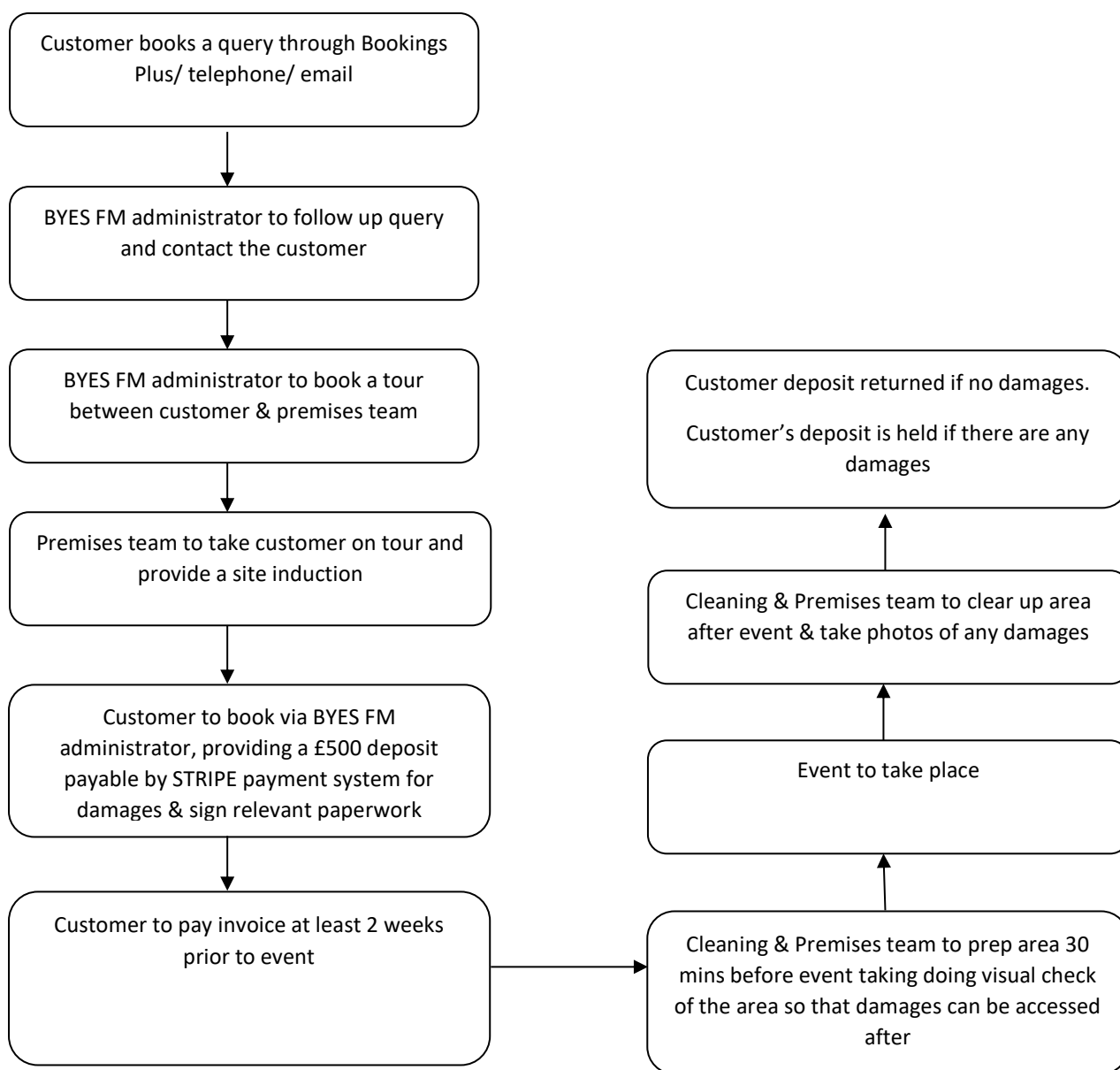
## Management and Administration of Lettings

Bouygues Energies and Services are responsible for the management of lettings, in accordance with the Governing Body policy. Bouygues E & S may delegate all or part of this responsibility to other members of staff (e.g. person with responsibility for extended services / community development), whilst still retaining overall responsibility for the lettings process.

If there are any concerns about whether a particular request for a letting is appropriate or not, s/he will consult with the Chair of the Governing Body or Chair of the Finance Committee which has been given delegated authority to determine the issue on behalf of the Governing Body.

Hirers can manage their booking using <https://frederickbremer.schoolbookings.co.uk>.

The process for managing the lettings will be as follows:



## Booking Times

- There will be no access to the premises before the commencement of the booking period. Hirers must allow sufficient time for preparation before the event and for clearing up after the event when making the booking.
- Hirers must have left the premises by the end of the booked period. Sufficient time must be included to allow for clearing away and for all participants to leave the premise by the end of the booked period.
- All lettings are charged half an hour before the commencement period and half an hour after the booked period to cover caretaking hand over time.
- Availability of premise is negotiable. Please contact the school to find out the current hours of access.

## Public Liability and Accidental Damage Insurance

The Hirer must prove that it has appropriate public liability insurance to cover all its legal liabilities for accidents resulting in injuries to persons (including all participants in the activity for which the premises are being hired), and/or loss of or damage to property, including the hired premises, arising out of the letting. The Hirer must produce the appropriate schedule of insurance cover before the letting can be confirmed. Neither the school, or the Local Authority, will be responsible for any injury to persons or damage to property arising out of the activities undertaken and supervision thereof during the letting of the premises.

## Safeguarding

Any organisation submitting a lettings request involving working with children and/or young people must submit to the school a signed copy of their current Child Protection Policy and details of their Designated Safeguarding Lead.

## Cancellations

- The Governing Body must be notified of any cancellation at least 2 weeks prior to the date of let. However, notification at the earliest possible time is appreciated.
- Where notification is given to the Governing Body at least 2 weeks prior to the date of the let, the booking charge will be refunded in full apart from the set administration charge. Your custom will be welcomed again at any time in the future.
- Where notification is given to the school between 2-4 weeks prior to the arranged date of the let, the hirer will be entitled to a 50% refund only.
- Where notification of cancellation is given less than 2 weeks prior to the arranged date of the let, the hirer will not be entitled to any refund.
- Where a cancellation is made by the Governing Body of the school, the hirer will be entitled to a full refund. The Governing Body will endeavour to notify the hirer at the earliest possible moment, however, no guaranteed period of notice can be offered. Regardless of when notification is given to the hirer, the hirer will not be entitled to any compensation.

Please note:

- The above conditions apply for cancellation of total or part of a booking.
- Where the Hirer makes a permanent cancellation during the course of a letting agreement, the Hirer will receive a refund for any outstanding sessions but no compensation will be available. The administration charge will still stand.

## Condition of Booking

The use of our school premises is permitted by the Governing Body on the understanding that the following rules are adhered to at all times.

- Once the Hirer has accepted a permit to use the school premises, they are automatically bound by all terms and conditions of usage of the premises. The Governing Body have the right to vary these terms and conditions at any time.
- The person signing the application form, on behalf of their organisation, is personally responsible for ensuring that all terms and conditions of our lettings policy are adhered to.
- The requirements of the school Governing Body on or in connection with the issue of licenses for public dancing, music or any public entertainment must be strictly fulfilled. As those licenses lay down stringent regulations, the hirer must study the regulations of the Local Education Authority on the issue of licenses for such purposes.
- If a hirer is uncertain as to the application of any of the licensing regulations, he/she should obtain further information from the Licensing Officer of the London Borough of Waltham Forest). A hirer who is organising events for children must have regard for the requirements of The Children Act 1989.
- The hirer shall cover the respective bodies and persons from and against all loss and damage which the Governing Body or any property belonging to or under the control of the Governing Body, may sustain or incur by reason of the permission to use the premises or otherwise arising out of or in connection with such user, including cost of replacement and reinstatement and the damage to the property of, or the bodily injury or death of any person or persons.
- The Governing Body will not accept responsibility for any loss of or damage to any property owned by any person using the premises during the period of the letting. Property shall be brought on to the premises at the sole risk of the owner.
- The hirer must make sure that all users are aware that they are solely responsible for the security of their personal property, and should put a sign up to this effect. If tickets are issued for any event, this statement should also be printed on the ticket.
- The hirer is responsible for informing the Governing Body, of any person sustaining injury or loss on the school premises during the period of the let. This information must be presented in writing to the Governing Body within 24 hours of the event. Any further information required by the Governing Body must be made available on request.
- No musical works in the repertoire of the Performing Right Society may be performed in public on the premises except on payment to the Society of the appropriate fee,
- No lecture, play, opera, dramatic or musical or other work in which a copyright subsists shall be delivered or performed on the premises unless the consent of the owner of the copyright has been previously obtained by the hirer and all necessary fees paid. Proof of permission to use the piece of work must be shown to the Governing Body of the school at the time of booking.

- The hirer and the guarantor shall cover the Governing Body from and against all costs, claims and demands which may be made against the Council, Education Committee or the Governing Body for any breach or infringement of copyright.

The Governing Body may cancel any permission granted to use the premises: -

- If it should appear that the same or any part thereof will be required for public or official purposes
  - If any damage has been caused to the premises or to any property of the School thereon by reason of any previous use of the premises by the person or body now wishing to use the premises.
  - If breaches of the requirements of the Council or of the London Borough of Waltham Forest licensing conditions or of the Justices in connection with public dancing, music or other public entertainments occur.
  - If, for any reason, the Governing Body deem it necessary or expedient to cancel the license or permit.
  - If, for any reason, the school is closed, no compensation shall be payable by the Council or the Governing body, to the hirer or any other person by reason of any such cancellation. Any fees paid to the Governing Body in respect of a permit which is subsequently cancelled by the Council or the Governing Body will be refunded unless the cancellation is by reason of damage having been caused.
- The use of a film projector with non-flammable films may be permitted subject to the approval of the Governing Body, of the type of projector and to any conditions prescribed by the School and other appropriate authorities as precautions against fire and panic.
  - No person under the age of 16 years is permitted on the premises without adequate adult care and supervision.
  - The right of access to all parts of the school premises whether or not included in the permission for user is reserved to the Governing Body or any officer authorised by them or any of them and the hirer shall not obstruct or interfere with this right.
  - No alterations or additions to the electrical installations at the school may be made without previous consent in writing of the Governing Body and any such alterations and additions as may be authorised shall be carried out in accordance with the directions and to the satisfaction of the Governing Body and shall be reinstated forthwith at the expense of the hirer to the like satisfaction.
  - No additional staging, curtaining or scenery may be erected without the previous consent in writing of the Governing Body and any such alterations and additions as may be authorised shall be carried out in accordance with the directions and to the satisfaction of the Governing Body and shall be returned to their original state immediately after usage, at the expense of the hirer.
  - Where any use involves the erection and/or dismantling of a stage, this will be carried out by the hirer at his/her expense under the supervision of a representative of the Governing Body.
  - All such curtaining or scenery shall be rendered non-inflammable. Stage scenery and other effects must neither be brought on to the school premises nor taken away while the school is in session except with the express permission of the Governing Body and Head Teacher.
  - Furniture, including chairs, must not be removed from the school premises nor for use either on the playing field, playground or in any other building outside the school unless prior permission has been applied for and granted by the Governing Body.

- No advertising may be placed in any area of the school premises without the direct permission of the Headteacher of the school.
- The use of any preparation or material for the purpose of preparing a floor for dancing is not allowed, as this may make the floors dangerous for normal use. The safe condition of the floors shall be deemed acceptable to the hirer after inspection and will remain the hirer's responsibility during the letting.
- If the terms and conditions of hiring are contravened in any way, the Governing Body reserves the right to cancel any permission for further use and will inform the hirer in writing. In such event, the hirer will not be entitled to any compensation or refund of any payment made in respect of such use.
- It is the responsibility of the hirer to ensure that any area of accommodation used in the course of the letting is left in the condition in which it was found and is maintained in a safe condition during the letting.



## Complaints Procedures

### What if the school has a complaint about our group/organisation?

1. If the school has concerns about a let the following procedures will be followed:
2. A representative of the Governing Body will verbally raise the concern with the named Hirer.
3. The situation will be monitored for two sessions to allow the issues to be addressed.
4. If the situation remains unresolved, the Hirer will receive written notification of the concern and a further two sessions will be given to allow the Hirer to address the situation.
5. If the matter remains unresolved, the Hirer will receive formal written notice of termination of the booking agreement. This will be implemented 72 hours from the date of the letter of notification.

Please Note: If the Hirer blatantly breaks the conditions of usage, the let can still be terminated immediately.

### What if I, as the Hirer, have a complaint about my let or booking agreement?

If you as the Hirer, have a complaint or concern regarding your let, the following procedures should be followed:

1. Talk to the named representative of the Governing Body and discuss the problem. Allow 5 working days for the situation to be resolved.
2. If still unresolved, the Hirer should notify the Governing Body through the Head Teacher in writing and allow 5 working days for the situation to be resolved.
3. If still unresolved, the matter will be placed on the agenda of the next appropriate committee of the Governing Body. (If the concern needs urgent attention, a special meeting of this group will be convened.)
4. If still unresolved, the matter will be taken to the next full Governing Body meeting and the Hirer will receive a written response from the Chair of Governors detailing the outcome.

### What if a third party complains?

1. If the school receive a complaint from a third party the Governing Body will be notified of the complaint.
2. The matter will be investigated by a representative of the Governing Body and a written response will be sent to the complainant within 10 working days.
3. If any further correspondence is received, the matter will be placed on the agenda of the next appropriate Governing Body committee. A final response will then be sent by the Chair of the Governing Body explaining the final outcome.

## Appeals Procedure

1. If a Hirer has a letting agreement withdrawn, they have a right to appeal to the Governing Body.
2. The appeal should be made in writing and will be presented at the next full meeting of the Governing Body.
3. The Hirer will be informed of any action and/or decision taken by the Governing Body.
4. The Governing Body's decision is final.

## Appendix 1 - Terms and Conditions of Use – Frederick Bremer School

### 1 Definitions

1.1 In these Terms and Conditions:

- **Activities** means the activities (stated on the Booking Form) carried out by the Third Party for the duration of the Hire Period on the School Premises;
- **Booking Form** means online booking form or hard copy thereof;
- **Company** means Frederick Bremer School and also (where the context permits) its assigns and any sub-contractor for the Company;
- **Contract** means the contract between the Third Party and the Company comprising the Booking Form and Terms and Conditions of Use and codes of conduct entered into upon the Company notifying the Third Party that it has accepted the booking;
- **Equipment** means any equipment under the ownership, possession or control of the Company or otherwise present on the Facilities that is made available to the Third Party or to which the Third Party has access for use in connection with the Activities;
- **Event of Force Majeure** means, as regards a party, the occurrence of circumstances beyond the reasonable control of that party including (without limitation) industrial action, strikes, lockouts, blockades, riots, act of war, piracy, destruction of essential Equipment by fire, explosion, 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 at the Facilities;
- **Expiry Date** is the date of completion of the hire period set out on the Booking Form;
- **Facilities** means that part of the School Premises stated on the Booking Form;
- **Facilities Staff** means any employee or representative of the Company and the Company's sub-contractors with responsibility for the School Premises and Equipment;
- **Hire Charge** means the cost of hiring the Facilities and (where appropriate) the Equipment as specified in the Booking Form together with any additional charges or costs incurred due to loss or damage for which the Third Party is responsible for, and Hire Charges shall be construed accordingly;
- **Hire Period** means any and all periods of time during which the Third Party is permitted to use the Facilities and (where appropriate) the Equipment as stated in the Booking Form;
- **Payment request** – automated payment request
- **Regular Hire** means hire on a periodic basis;
- **Regular Hire Session** means one of the sessions which together with other sessions comprise a period of Regular Hire;
- **School Premises** means the school premises of the Company at which the Activities shall take place;
- **Special Event** means hire for "one off" Activities during a specific Hire Period only;
- **Third Party** means the person, organisation, club, firm or company with whom the Contract is made, and
- **Third Party User** means any person under the control of, connected with or on the School Premises with the consent of the Third Party.

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

### 2 General

2.1 These Terms and Conditions of Use shall apply to the Contract to the exclusion of any other terms and conditions contained or referred to in any order, letter, form of contract or other communication sent by the Third Party to the Company and the provisions of these Terms and Conditions of Use shall prevail unless expressly varied in writing and signed by a director of and on the Company's behalf. The Company may issue supplementary Terms and Conditions and or codes of conduct which will be an addition to and not a replacement of these Terms and Conditions.

2.2 Any concession made or latitude allowed by the Company to the Third Party shall not affect the strict rights of the Company under the Contract.

2.3 If any particular clause of these Terms and Conditions of Use shall be or held to be invalid the other clauses of the Terms and Conditions of Use shall continue in full force and effect.

### 3 Health and Safety

3.1 Whilst on the School Premises all Third Party Users 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 Company.

- 3.2 Fire doors and doors fitted with automatic closure shall not be interfered with by Third Party Users.
- 3.3 Third Party Users shall not obstruct any corridor, passage, entrance or exit of the School Premises.
- 3.4 The Third Party Users shall ensure that there is no interference whatsoever during the Hire Period with fire extinguishers or any other fire fighting equipment, except in the case of emergency.
- 3.5 Any electrical equipment brought on to the School Premises by the Third Party Users must have prior agreement with the Facilities Staff and have a current Portable Appliance Tested (PAT) certificate displayed on such equipment (indicating that the PAT test was performed no more than 12 months previous) or a dated purchase receipt for new electrical equipment, indicating that the purchase date was no more than 12 months previous.
- 3.6 The Third Party will under no circumstances bring fireworks or pyrotechnics onto the School Premises. No gas container or apparatus which when being used has a naked flame is permitted in any area of the School Premises unless prior permission from the Company has been granted.
- 3.7 Abusive behaviour by any Third Party Users towards Facilities Staff and other users of the facilities will result in an immediate termination of booking.
- 3.8 Third Party Users confirm that upon entering into the Contract they have read and understand the emergency evacuation procedures of the Facilities and School Premises and that they will share this information with any individual or group of individuals that they are responsible for bringing onto the School Premises.
- 3.9 Third Party Users should notify in writing to a member of Facilities Staff within 5 days following the occurrence of any of these incidents: injuries or illnesses, incidents or near misses, property loss or damage, environmental and building damage or theft.

#### **4 Third Party Users**

- 4.1 Third Party Users shall comply with the instructions of the Facilities Staff at all times.
- 4.2 Third Party Users shall have access to toilets and common parts of the Facilities in relation to the Activities as designated from time to time by the Facilities Staff.
- 4.3 The Third Party shall provide sufficient supervision of Third Party Users whilst on the School Premises to comply with all applicable regulations and best practice.
- 4.4.1 All Third Party Users engaged in a supervisory role during the Hire Period must be carefully selected prior to appointment by the Third Party and be sufficiently skilled, experienced and trained by the Third Party to carry out their duties.
- 4.4.2 Third Party Users must be appropriately dressed for each Activity and supplied, by and at the cost of the Third Party with personal protective clothing as shall be suitable and required by law and which shall be replaced and/or removed as required by the Third party.
- 4.6 (i) Where Third Party Users include the supervision of minors and are required to adopt controls and practices to ensure minors or special needs users are protected while at all times being under the care of a responsible nominated adult/s.
  - : (a) a "minor" shall be children under the age of sixteen (16); or
  - (b) a "special needs user" shall be adults or children suffering from mental or physical incapacity;
  - (ii) Third Party Users responsible for organising, operating, assisting with or supervising Activities involving children or special needs users must be DBS checked and shall be responsible for registering with the DBS and providing details of same to the Company confirming that the issue date of such DBS check is no more than 3 years previous to the Expiry Date of the Hire Period.
- 4.7 Where the Facilities are to be used by the Third Party for a discotheque, dance or such other similar social function, the Third Party must ensure that there is one supervising adult over 21 years of age to every 15 people attending the function who are under the age of 15. The Third Party must ensure that an appropriate proportion of female supervisors to female attendees is present.
- 4.8 An audience to the Activities carried out by the Third Party will only be permitted entry to the Facilities:
  - (a) if such a request has been made on the Booking Form and
  - (b) the Company has approved an appropriate form of ticketing and/or audience control; and
  - (c) unless otherwise agreed with the Company the Third Party ensures that adequate security personnel (and where appropriate authorised under the Security Investigation Authority procedures) are in attendance for the duration of the Hire Period.
- 4.9 It is the responsibility of the Third Party to leave the Facilities in a similar and agreed condition as that in which the Facilities were made available to the Third Party save where agreed otherwise with the Company.
- 4.10 Failure of the Third Party to comply with the relevant Code of Conduct will result in immediate termination of all bookings.
- 4.11 The Third Party agrees to carry out, perform or otherwise use the Facilities solely for the purposes as set out in the Activities

## **5 Catering**

- 5.1 If the use of kitchen and servery at the Facilities is required such request must be made on the Booking Form at the time of booking.
- 5.2 Where use of kitchen equipment is required, the Third Party agrees to pay for the services of a member of the Facilities Staff to operate such equipment as may be necessary (to be discussed at time of booking).

## **6 Intoxicating liquors & Substances**

- 6.1 Third Party Users are prohibited from bringing onto or consuming on the School Premises any intoxicating substances or illegal drugs.
- 6.2 Third Party Users may not bring onto or consume on the School Premises any intoxicating liquors without the prior written consent of the Company.
- 6.3 It is the responsibility of the Third Party to adhere to the appropriate UK licensing laws.
- 6.4 Third Party Users shall ensure that all bottles, cans and other receptacles are removed at the end of each Hire Period, save where the same have been provided by the Company as part of agreed catering arrangements.

## **7 Smoking**

7. The smoking of cigarettes, pipes, cigars or any other matter on the School Premises is strictly prohibited. It is the duty of the Third Party to inform all Third Party Users of this rule and ensure it is adhered to.

## **8 Noise**

- 8.1 Noise must be kept within reasonable limits and Third Party Users must comply with the instructions of the Facilities Staff in this respect.

## **9 Sport**

- 9.1 Where an Activity is a sport, Third Party Users must ensure that it is carried out and supervised in accordance with the appropriate rules and safety recommendations of the governing body of the sport concerned.
- 9.2 Where sports activities, coaching, training, tuition or martial arts are to be practised or performed, the Third Party must be a member of a recognized professional body for the sport concerned and where appropriate, recognised by the Sports Council. Third Party Users must provide details of professional qualifications at the time of booking.
- 9.3 The Third Party agrees that the Facilities Staff decision on the fitness of a ground for play will be final.
- 9.4 Third Party Users must not wear studded boots on all-weather pitches during the Hire Period or indoors of the Facilities.

## **10 Music & Dance**

- 10.1 It is the responsibility of the Third party to obtain and provide a copy of a PPL (public performance license) for any recorded music being played on the School Premises
- 10.2 The use of specified pianos by competent and authorised Third Party Users may be permitted at the discretion of the Company and/or the Facilities Staff (to be discussed and specified at the time of booking)

## **11 Payment**

- 11.1 In consideration of the provision of the Facilities the Third Party agrees to pay the Hire Charges to the Company prior to the commencement date of the Hire Period -, unless otherwise set out in the Booking Form and in the event of any subsequent additional payment requests as detailed in Clause 11.2 below within 7 days following the date of such request. Failure to pay a Hire Charge and/or any subsequent additional payment request may result in the Third Party forfeiting without compensation all or any (present or future) of the Hire Period.
- 11.2 The Third Party agrees to pay the costs incurred by the Company in repairing or replacing any of the School Premises, the Facilities or Equipment lost, damaged or destroyed by the Third Party or Third Party User and the Company will include such costs as part of an additional payment request.
- 11.3 The Hire Charges are payable as set out in the Booking Form at the time of booking
- 11.4 The Company agrees that each payment request issued by the Company to the Third Party will include details of:
- (a) Amount due
  - (b) Activity date range
  - (c) Name of organiser
- 11.5 Save where the Third Party is disputing any sums of the additional payment requests in good faith, in the event that sums due from the Third Party under these Terms and Conditions of Use are overdue, the Company shall, having given the Third Party notice of its intention so to do, be entitled, without prejudice to its other rights, to suspend the use of the Facilities by the Third Party whilst sums of the additional payment requests due to the Company under these Terms and Conditions of Use remain overdue or alternatively the Company may terminate the Contract.
- 11.6 Without prejudice to any other rights the Company may have the Company is entitled and the Third Party agrees (both before and after any judgment) to charge an administration fee of £25.00 on overdue payments of the Hire Charges and/or any additional payment request (where the Company has agreed to late payment of the Hire Charge or an additional payment request) and if required the debt would increase immediately by charges levied by any court action.

## **12 Cancellation of a Hire Period**

### **a. Special Events**

- 12.1 The Third Party may cancel a Special Event booking by giving notice in writing to the Company not less than [eight (8)] weeks before the start of the Hire Period.
- 12.2 Where written notice of cancellation of a Special Event booking by the Third Party is received less than [eight (8)] weeks before the start of the Hire Period, the Company shall be entitled to:
- (a) 20% of the Hire Charge where notice of cancellation is given less than eight (8) weeks but more than four (4) weeks before the Hire Period;
  - (b) 50% of the Hire Charge where notice of cancellation is given more than two (2) weeks but less than four (4) 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.
- 12.3 Where the Company cancels a booking for a Special Event before the start of the Hire Period, the Company shall repay to the Third Party the Hire Charges applicable to such Special Event and paid to date.

### **b. Regular Hire**

- 12.4 Either party may cancel a Regular Hire Session by giving notice in writing to the other party a minimum of 7 days before the start date of that Regular Hire Session. Where the Company cancels a Regular Hire Session within 7 days of the Regular Hire Session, the Company will endeavour to provide alternative facilities where practicable and should alternative facilities be unavailable, the Company shall repay to the Third Party any Hire Charges paid in respect of that session.
- 12.5 If written notice of cancellation of a Regular Hire Session by the Third Party is received by the Company less than 7 days before the start date of the Regular Hire Session, the Third Party shall be obliged to pay the Company the relevant Hire Charges as if the Regular Hire Session had taken place.

## **13 Liability**

- 13.1 The Third Party shall be liable for any damage to the School Premises or the fixtures, fittings, furniture and any articles belonging to the Company and caused by the Third Party or the Third Party Users. No screws or nails shall be driven into the walls, floors or ceiling of the School Premises or its furniture, fixtures or fittings.
- 13.2 Third Party Users agree to use the Facilities at their own risk and except in the case of death or personal injury caused by the Company's negligence, the Company limits its liability for any damage to or loss of goods or property brought on to the School Premises by any Third Party Users to twice the Hire Charge for the Hire Period in which the liability arises.
- 13.3 It is the responsibility of the Third Party Hirer to secure valid and adequate insurance for their respective activities which covers all third party requirements. Details of this insurance are to be provided to the Company at the time of booking.

## **14 Termination**

- 14.1 The Contract shall automatically terminate on the Expiry Date.
- 14.2 The Company may terminate the Contract by notice in writing to the Third Party if the Third Party:
- (a) cancels more than 25% of the Regular Hire Sessions within a Regular Hire Period; 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.
- 14.3 In the event of termination by the Company for the reasons set out in Clause 14.2(a) and where the Company, acting reasonably, is unable to procure an alternative user for the remaining Regular Hire Sessions, the Third Party shall be liable to pay to the Company a sum equivalent to the Hire Charge costs of the Regular Hire Sessions.

## **15 Post-termination**

- 15.1 Termination of the Contract shall not affect any rights or obligations of the parties which accrued prior to termination.
- 15.2 Termination of the Contract shall not relieve any party of any obligation under these Terms and Conditions of Use which is expressed or which by implication is intended to continue after termination.
- 15.3 If the Company continues to provide any Facilities to the Third Party after the termination of the Contract such provision shall not be construed as a waiver of the termination of or as a renewal of the Contract.

## **16 Force Majeure**

- 16.1 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 Contract by an Event of Force Majeure.

## **17 First Aid & Emergency Situations**

- 17.1 The Third Party should arrange for first aid qualified personnel to attend medical emergencies during the Hire Period. For tournaments, competitions or other large events, the Third Party shall where required by the Company contact the

British Red Cross or St Johns Ambulance Brigade and arrange, at the Third Party's sole cost, to have a qualified person from such an organisation in attendance at all times during the Hire Period. The Third party acknowledges that the Company does not provide first aid qualified personnel, however the Facilities Staff are able to provide first aid equipment or contact the emergency services.

- 17.2 The Third Party must familiarise themselves with the 'BREAK GLASS' point nearest to your immediate location. On discovery of emergency – fire etc – push 'BREAK GLASS' point, a siren will sound and the Facilities Management Team will be informed of the location of the emergency.
- 17.3 On hearing the alarm all Third Party users will cease using the facility and proceed to the nearest exit and assemble in the designated Assembly point – THE PLAYGROUND (see diagram at section 19). The Company staff will take responsibility for the evacuation and muster all visitors to the muster point. The Company staff will ensure that any evacuation is conducted in a calm and orderly manner.
- 17.4 The Company must be informed by the Third Party in advance of any particular Third Party User who may require assistance in the event of an emergency
- 17.5 On NO account should any unauthorised person re-enter the building.
- 17.6 It is the Third Party's responsibility to take a register of all their Third Party Users at the beginning of their Hire Periods to act as a fire register.
- 17.7 All accidents and incidents must be reported to the Company. Copies of the relevant report should be sent in writing no more that 7 days after the event to the Company.

**18 Car Park**

- 18.1 Whilst on the School Premises all Third Party Users must comply with the provisions of any relevant and applicable vehicle management procedures applied or notified by the Company.
- 18.2 Third Party Users shall not obstruct any emergency vehicle routes, entrance or exit of the School Premises.
- 18.3 Disabled bays are for Third Party Users who are in possession of a valid and proper displayed disability blue badge.
- 18.4 The Company cannot be held responsible for any damage or theft to cars using the car park. The Third Party parks at their own risk.

**19 Fire Evacuation Muster Point**

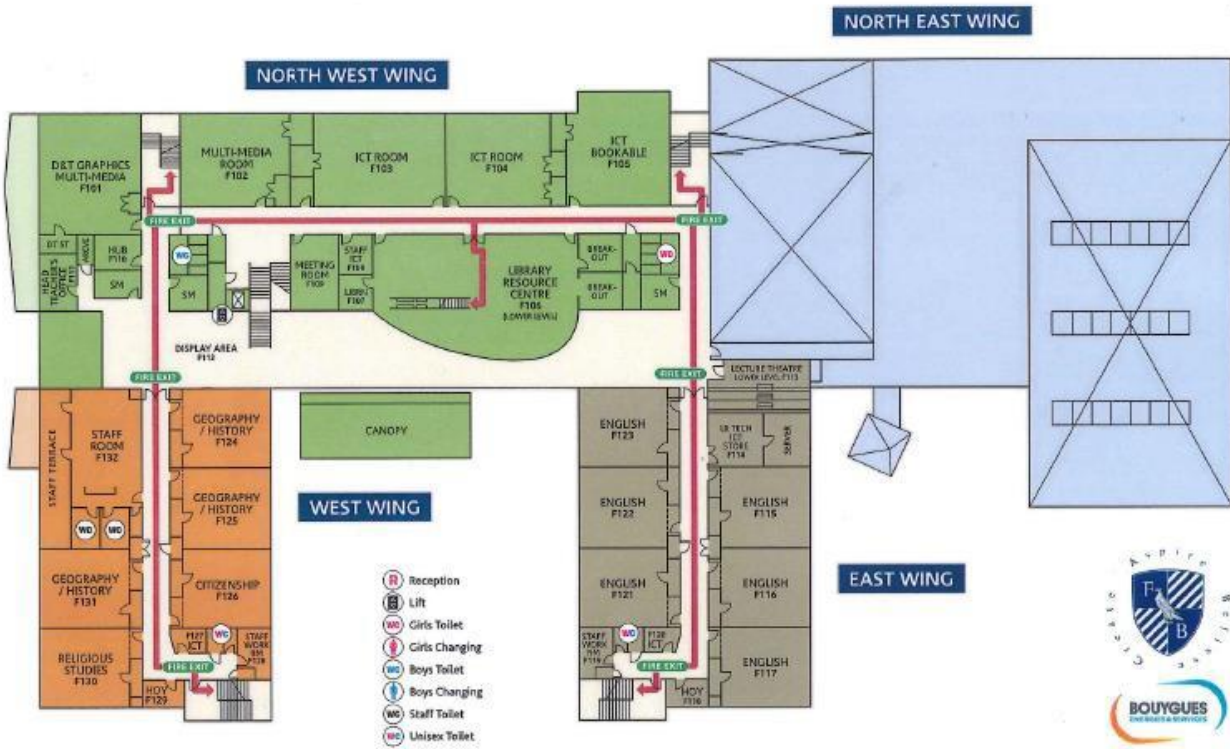
**GROUND FLOOR**



**ASSEMBLY POINT = PLAYGROUND**



# FIRST FLOOR



**ASSEMBLY POINT = PLAYGROUND**

# SECOND FLOOR

