

Hire of Bedford School Facilities

Your attention is drawn in particular to clauses 1.9 to 1.10, clause 5.3, clauses 7.1 to 7.9 and Schedule 1.

1 General

- 1.1 These terms and conditions apply to Your use of the Facilities at Bedford School (the School). They also apply to the use of the Facilities by anyone you invite or allow onto the School grounds (School Premises) such as friends, family, guests, delegates or customers of Yours, Your staff and anyone who provides services for You such as caterers (all of whom are referred to as Visitors in this agreement). For the purposes of this Agreement, Facilities means all of the facilities, including rooms and equipment to be used, booked by You and set out in the Cover Letter.
- 1.2 Please read these terms and conditions carefully and let us know if there is anything which You do not understand or which You are unsure about.
- 1.3 You are a business customer if You are hiring the Facilities from Us wholly or mainly for use in connection with Your trade, business, craft or profession, and not for Your personal use. In the unlikely event that the Facilities do not conform with the Agreement, please let Us know as soon as possible.
- 1.4 You are a consumer if You are hiring the Facilities from Us wholly or mainly for Your personal use (not for use in connection with Your trade, business, craft or profession). In the unlikely event that the Facilities do not conform with the Agreement, please let Us know as soon as possible. We will (at Our option) provide You with a full or partial refund (depending on what is reasonable) or amend the Facilities so that they comply with the Agreement.
- 1.5 Some provisions under this Agreement relate to businesses (in accordance with clause 1.3), while others relate to consumers (in accordance with 1.4). Please tell Us promptly if You are not sure which one of these categories You fall into and We will assist You.
- 1.6 You must tell us promptly if any information You provide becomes out of date or is no longer correct. This includes, for example, Your contact details.
- 1.7 You must not use the Facilities, and You must ensure that any Visitor does not use the Facilities, without first putting the appropriate measures in place, if such use could cause injury or harm to any person. For example, if a Visitor has a pre-existing health condition which could mean that they will hurt themselves or others, You must not allow that Visitor to use the Facilities without first putting the appropriate measures in place.
- 1.8 **Unless the Cover Letter provides otherwise, You must have insurance in place with cover of at least £1million which indemnifies You against any claim by any person (including any claim made by Us, any Visitor and any third party) in respect of any injury, loss or damage of or to any person or property which occurs on the School Premises, or in the course of any use of the Facilities, and which results from, or arises out of, any act or omission of any person (including Us and any Visitor). At Our request, You must produce the insurance certificate and schedule of cover and the receipt for the premium for the full period of your hire.**
- 1.9 By signing and returning to Us the written confirmation in the form set out in Schedule 1 of this Agreement You are confirming that Your use of the Facilities does not involve the provision of a regulated activity to children as defined in the Safeguarding Vulnerable Groups Act 2006 (a **Regulated Activity**) and does not otherwise amount to work with children (as defined in the Police Act 1997 (Criminal Records) Regulations 2002). If Your use of the Facilities changes so that it involves the provision of a Regulated Activity or otherwise

amounts to work with children You agree to inform Us immediately and must take such further steps as We require in connection with the safeguarding and welfare of those children (which may include providing evidence that Disclosure and Barring Service checks have been completed as well as any other steps specified by Us so that We can comply with Our statutory or regulatory obligations).

- 1.10 If You breach clause 1.9, or if, in respect of clause 1.9, the results of such checks and / or supply of information give us cause for concern regarding the protection of children and / or adults, We may terminate the Hire by written notice to you.

2 Fees

- 2.1 The Hire Fee for this hire is set out in the attached Cover Letter.
- 2.2 You must pay the Deposit, as set out in the Cover Letter. The Deposit is payable to reserve the Facilities for You. You must pay the Deposit within 14 days of the date the Cover Letter or Booking Form is signed by both parties - if You have not paid the Deposit by that date these terms and conditions will come to an end, and You will have no right to use the Facilities. The Deposit is non-refundable.
- 2.3 You must pay the Hire Fee (less any deposit which has already been paid) on the due date for payment stated in the Cover Letter or otherwise stated in Our invoice unless they conflict with any Payment Due Dates set out in the Cover Letter, in which case the Payment Due Date in the Cover Letter will prevail.
- 2.4 If the invoice or Cover Letter does not specify a due date for payment, or no invoice is raised, then the Hire Fee will be due no less than 7 days before the Hire Date.
- 2.5 Where we are obliged to account for VAT in respect of the Hire Fee and/or Deposit, we shall add VAT at the prevailing rate from time to time in respect of each invoice. The Hire Fee and Deposit shall be paid in pounds sterling.
- 2.6 If You fail to make any payment due to Us under the Agreement by the due date for payment confirmed by this clause 2 then You shall pay interest on the overdue amount at the rate of 8% above the Bank of England Base Rate from time to time and such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, and You shall pay such other sums as it may be required to pay (including compensation and any legal costs incurred by the School in connection with pursuing the overdue amount).

3 Licence to use the Facilities

- 3.1 We grant You a Licence to use the Facilities on the Hire Dates in common with the occupation and use of the Facilities by Us and all others authorised by Us.
- 3.2 Subject to the other provisions of this clause 3, the Licence is granted together with the right of access during the Hire Dates to the Facilities over and along those paths and roads forming part of the School Premises specified by the School for the benefit of the You and Your visitors.
- 3.3 You acknowledge that the Agreement is not intended to confer exclusive possession on You nor to create the relationship of landlord and tenant between You and Us.
- 3.4 We permit You to use the Facilities as licensee only and You are not permitted to impede Us in the exercise of Our rights of possession and control of the Facilities.

4 **Our obligations**

- 4.1 We will carry out Our obligations under the Agreement with reasonable skill and care.
- 4.2 The Facilities will conform in all material respects with the description set out in the Cover Letter and be fit for any purpose for which the Facilities You have hired are normally and properly used.
- 4.3 In the unlikely event that the Facilities do not conform with the Agreement, please let Us know as soon as possible. We will (at Our option) provide You with a full or partial refund (depending on what is reasonable) or amend the Facilities so that they comply with the Agreement.
- 4.4 We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under the Agreement that is caused by an Event Outside Our Control provided that We tell You that an Event Outside Our Control has happened. An 'Event Outside Our Control' means any act, event, non-occurrence, omission or accident beyond Our reasonable control.
- 4.5 Our obligations under the Agreement will be suspended for the period that the Event Outside Our Control continues, and We will extend the time to perform these obligations for the duration of that period. We will take reasonable steps to prevent an Event Outside Our Control from happening in the first place, to bring the Event Outside Our Control to a close or to find a solution by which Our obligations under the Agreement can be performed despite the Event Outside Our Control.
- 4.6 If We tell You that an Event Outside Our Control has happened, then You may cancel the Agreement. Should this happen, You will still be liable for the Hire Fee save that We will make a reasonable deduction to the Hire Fee to reflect the proportion of the Facilities Hire which We could not provide as a result of the Event Outside Our Control.

5 **Use of Facilities / equipment**

- 5.1 **You are responsible for all Visitors. This means that any obligation in this agreement to do something, or not to do something, is also an obligation on You to ensure that each Visitor does, or does not do, that thing.**
- 5.2 The equipment and Facilities must be used responsibly at all times, and You must take appropriate care for Your own safety and that of other users.
- 5.3 You must follow any relevant guidance or instructions on any equipment signs or notices, and comply with Our policies and procedures (as amended from time to time), including Our health and safety, fire and emergency procedures. You must ensure that You are familiar with all such guidance, instructions and procedures before You begin the hire of the Facilities.
- 5.4 You must not use sports Facilities or equipment if You have any concerns about Your fitness, You are feeling unwell or are under the influence of alcohol or drugs.
- 5.5 You must tell Us promptly about any damage, breakages or losses that occur and that You or Your Visitors become aware of (even if not Your fault or the fault of Your Visitors).
- 5.6 You must report to Us immediately any accident or injury that occurs.
- 5.7 You must use the equipment and Facilities in accordance with any induction training and any further training provided to You. You should not use any equipment or Facilities unless You are satisfied that You are competent to do so safely and properly. You must check with Our staff if You are in any doubt.

- 5.8 You must use all equipment and Facilities safely and properly and in accordance with the instructions for use.
- 5.9 You must check that equipment is in good working order before use. If You consider that the equipment or Facilities are faulty or may otherwise present a risk to health and safety, You must not use that equipment or Facilities and should immediately report any faults or suspected faults to a member of Our staff.
- 5.10 You must not tamper with or misuse equipment or use equipment or Facilities which have been withdrawn from use pending repair or for any other reason.
- 5.11 You must comply with Our staff's reasonable instructions and requests and must treat Our staff with respect.
- 5.12 We do not guarantee that any particular item of equipment or Facilities will be available. We may, either temporarily or permanently, withdraw or make changes to the equipment and Facilities.
- 5.13 You must drive carefully when entering /leaving the School Premises, adhering to the five mile per hour speed limit within the School Premises.
- 5.14 When taking part in sporting activities, You and Your Visitors must wear suitable sports clothing and the correct footwear according to the sporting activity. Outdoor sports shoes are not permitted any school building.
- 5.15 Car parking permits must be displayed in a visible position on car window screens. The car park is only to be used for visits to the Facilities and no other purpose, and cars must not be left in the car park overnight, unless previously agreed.
- 5.16 You must ensure that there is sufficient cover to support Visitors with disabilities and / or medical conditions including the administration of medicine and first aid provision, including adequate numbers of appropriately qualified first aid personnel and first aid equipment.
- 5.17 You and Your Visitors must not enter the Facilities other than on the date(s) and at the times as set out in the Cover Letter. We have a right to prevent You or Your Visitors from entering the facilities outside of these date(s) and times, and you recognise that any preparation or set up, and any clearing up or removal of equipment, which you require to carry out at the Facilities is to be carried out only within the hire times.
- 5.18 You must ensure that You and Your Visitors follow the rules set out in this clause 5.

6 Compliance Obligations in relation to Pool Hire

- 6.1 The following provisions will apply where the Facilities involve the use of a swimming pool:
- 6.1.1 You must provide fully qualified and trained lifeguards that meet all applicable legal and regulatory requirements. You must ensure that there are a sufficient number of lifeguards available for the number of swimmers in the pool at any time and that sufficient systems of supervision are in place;
- 6.1.2 You shall ensure that all Visitors comply with Our guidance, instructions, policies and procedures in relation to swimming pool use (as set out in clause 5.3) You must confirm that You have read and understood the [Pool Statement of Operating Procedure (PSOP) including the Normal Operating Procedure (NOP) and Emergency Action Plan (EAP)], a copy of which will be provided to You;
- 6.1.3 We reserve the right to ensure that the arrangements for safety are being implemented by the occasional checking of such activities to ensure that agreed

supervision is being provided and that any agreed rules of behaviour are being observed. Please therefore ensure that you have in place sufficient systems of supervision for both Your employees and Visitors;

- 6.1.4 it is Your responsibility to ensure that all Visitors are fit to use the swimming pool;
 - 6.1.5 should You take photographs or videos in connection with the hire of the swimming pool You are responsible for obtaining appropriate consents from the individuals who You intend to photograph or video or if they are children under the age of 12 from their parents, guardians or carers; and
 - 6.1.6 You must ensure appropriate systems are in place to monitor activities involving children.
- 6.2 In relation to the hire of pool Facilities You acknowledge that We are subject to regulation by the Health and Safety Executive ("HSE") and You agree that You will give Us all the assistance that We reasonably require to comply with the requirements of the HSE and any other applicable regulatory body. You therefore agree to comply with the provisions of this agreement to enable Us to comply with the relevant legislation and/or regulations.
- 6.3 You shall not do, attempt or omit to do or permit to be done anything which would require or result in or otherwise cause Us to be in breach of the relevant legislation and /or regulations. For the avoidance of doubt, should We consider, in Our reasonable opinion, that any act or omission by You (whether as part of the terms of hire or otherwise) will or may place Us in breach of any of the relevant legislation and regulations, We shall be entitled to take such action as We deem necessary to ensure that We continue to comply with all relevant legislation and/or regulations.
- 6.4 You agree to indemnify Us and keep Us indemnified against any liability, losses, costs or expenses suffered by Us as a result of or arising from any breach of the relevant legislation and/or regulations by You or any of Your respective employees, contractors or agents except to the extent that any losses arise as a result of any breach of the relevant legislation and regulations or the requirements of any other regulatory body by Us.

7 Liability

- 7.1 Subject to clause 7.9 below, We do not have any liability for any items (such as clothes, money or sport equipment) brought onto Our Premises except where Our staff agree in writing to look after them or they are stored in a secure location provided by Us in accordance with Our instructions.
- 7.2 We have no liability for damage to cars parked in the car park.
- 7.3 Subject to clause 7.9 below, We have no liability for any goods, possessions or equipment brought onto the School Premises in connection with the provision of goods or services (such as equipment brought onto the School Premises by caterers or any band You have hired) and, unless the Cover Letter specifies otherwise, You must ensure that you have full insurance to cover any loss, damage to, or destruction of such equipment.
- 7.4 Subject to clause 7.9 below, We do not have any liability for any loss (including loss of personal possessions, injury or death) to the extent that the loss was caused by Your or a Visitor's negligence, or failure to comply with the Agreement. This means, for example, that We will not be liable if You injured Yourself because You failed to comply with instructions given by Our staff on how to use the Facilities.
- 7.5 Subject to clause 7.9 below, We do not have any liability for any loss (including loss of personal possessions, injury or death) to the extent that the loss was caused by a third party

(such as a member of the public). This does not apply if the third party caused the loss because of Our negligence.

- 7.6 Subject to clause 7.9 below, We do not have any liability for any loss (including loss of personal possessions, injury or death) to the extent that the loss was caused by Your failure to provide Us with information or instructions as and when reasonably requested by Us or where We ought reasonably to have been provided with the information or instructions.
- 7.7 If You are a business customer, subject to clause 7.9 below, notwithstanding any other provision of this Agreement, our aggregate liability to you for any loss arising under or in connection with this Agreement, and whether arising in contract, tort (including negligence), breach of statutory duty or otherwise shall in no circumstances exceed the amount of the Hire Fee.
- 7.8 If You are a consumer Our liability to you under this Agreement will not be subject to a cap.
- 7.9 Regardless of anything else in the Agreement, We do not exclude or limit in any way, Our liability for:
- 7.9.1 death or personal injury caused by Our negligence;
 - 7.9.2 fraud or fraudulent misrepresentation; or
 - 7.9.3 any liability which cannot be excluded by law.
- 7.10 If You are a consumer We do not exclude or limit Our liability for breach of Your legal rights in relation to the Facilities, including the right to receive services which are as described and match information which We provided to you; of satisfactory quality; fit for any particular purpose made known to us; and supplied with reasonable skill and care.

8 Data protection

- 8.1 When You complete any relevant application form and the Cover Letter, You will be providing personal information about You (and possibly Your Visitors).
- 8.2 We will only use this personal information for the following purposes:
- 8.2.1 to administer the Facilities Hire;
 - 8.2.2 to keep You updated about events and activities which may be of interest to You;
 - 8.2.3 to enable Us to improve the services We offer to members (including You); and
 - 8.2.4 to help Us comply with Our legal obligations (for example, We may need to keep a record for health and safety reasons if You or a Visitor is hurt).
- 8.3 We do not sell Your personal information to third parties but We may share it with the School for any of the purposes described above.
- 8.4 We reserve the right to take photographs and videos of events taking place on the School Premises for use in connection with publicity. We will seek the consent of individuals before taking any photographs or videos for these purposes but if there is any reason why We should not take such photographs or videos, or if You have any concerns or objections to this, You must let Us know.

9 Termination and Cancellation

- 9.1 Subject to clause 9.2, if either You or We commit a material breach of the Agreement, then the other may terminate the Agreement provided that (if the breach is capable of remedy) it has given the party in breach a reasonable opportunity to rectify the breach.
- 9.2 Each of the following shall be a material breach in respect of which We shall not be obliged to give You an opportunity to rectify:
- 9.2.1 any failure by You to pay the Hire Fee by the due date for payment;
 - 9.2.2 if You have become insolvent or bankrupt or, in Our reasonable opinion, there is a material risk that You are unlikely to be able to pay any sum owed to Us under the Agreement by the due date;
 - 9.2.3 any breach of the Agreement by You which could endanger Your health or safety or the health and safety of someone else;
 - 9.2.4 where, in Our reasonable opinion, Your conduct or the conduct of Your Visitors represents a risk to the health and safety or welfare of any person;
 - 9.2.5 where, in Our reasonable opinion, Your conduct or the conduct of Your Visitors represents a risk to Our reputation or the reputation of the School;
 - 9.2.6 where, in Our reasonable opinion, Your conduct or the conduct of Your Visitors has resulted or is expected to result in significant damage to the Facilities or the School Premises;
 - 9.2.7 if anything happens, or there are any circumstances, in relation to the contract or the Hirer which in Our reasonable opinion raise child protection concerns.
- 9.3 If You unilaterally cancel the Facilities Hire before the first Hire Date, and subject to the provisions of clauses 9.4 to 9.6 and 9.8, the Hire Fee remains payable but will be reduced as follows:

[

Notice period given	Reduced Hire Fee
More than two months	25% of the Hire Fee payable
Between one and two months	50% of the Hire Fee payable
Less than one month	75% of the Hire Fee payable
Less than one week	100% of the Hire Fee payable

]

- 9.4 We are entitled to unilaterally cancel the Facilities Hire before the first Hire Date, by giving you written notice.
- 9.5 If You are a business customer and We cancel the Facilities Hire under clause 9.4, We will provide you with two weeks written notice. In those circumstances, We will refund to you the full amount of the Deposit and any amount of the Hire Fee which you have already paid. We will have no further liability to you on cancellation of the Facilities by us under clause 9.4.

- 9.6 If You are a consumer and We cancel the Facilities Hire under clause 9.4, We will provide you with one month's written notice. In those circumstances, We will refund to You the full amount of the Deposit and any amount of the Hire Fee which You have already paid. We recognise that unilateral cancellation by Us under clause 9.4 may result in You suffering losses as a direct result of that cancellation - in those circumstances, We will be responsible to You for Your losses which were foreseeable as a result of that cancellation (i.e. either it is obvious that the loss will happen or, at the time the contract was made, both We and You knew it might happen, for example, if you discussed it with us during the booking process, and you could not reasonably have avoided incurring that loss).
- 9.7 If the Agreement is terminated because of Your breach, You shall be liable for (in addition to any other sums You may be liable to pay):
- 9.7.1 the Hire Fee to the same extent that You would have been liable but for the termination; and
- 9.7.2 any costs properly and reasonably incurred by Us in connection with the Facilities Hire which We would not have incurred if We had not entered into the Agreement. For example, if You asked us to book catering, You may be liable for Our unrecoverable costs in connection with the booking.
- 9.8 Termination will not affect either party's outstanding rights or duties, including Our right to recover from You any money You owe Us under the Agreement.
- 9.9 To exercise the right to cancel a Hire Date or Facilities Hire, You must inform Us of Your decision to cancel by way of a clear written statement.

10 **General**

- 10.1 The only parties to the Agreement are You and Us. A person who is not party to the Agreement shall not have any rights under or in connection with it.
- 10.2 No failure or delay by a party to exercise any right or remedy provided under the Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 10.3 The Agreement shall be governed by English law and the parties agree to submit to the exclusive jurisdiction of the English courts in connection with any dispute arising hereunder, save that We may enforce Our rights in School IPR in any relevant jurisdiction.
- 10.4 Nothing in the Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party.
- 10.5 If you are a business customer, these terms apply to the Agreement to the exclusion of any other terms that You may seek to impose or incorporate (including any terms or conditions which You purport to apply under any purchase order, confirmation of order, specification or other document), or which are implied by trade, custom, practice or course of dealing. These terms constitute the entire agreement between us. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of Us which is not set out in these terms and conditions, and that You shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement.

Schedule 1: Short lets - Letter to confirm that regulated activity is not taking place as part of the Facilities Hire

Dear [Name]

Facilities hire: Child protection

I write [on behalf of [name of Hirer]] to confirm that to the best of my knowledge [I] [We] will not be carrying out a Regulated Activity in connection with the Facilities Hire.

If the purpose for which we hire the Facilities changes so that [I] [We] will be carrying out a Regulated Activity [I] [We] agree to immediately inform the School.

I warrant [on behalf of [name of Hirer]] that to the best of my knowledge the information provided in this letter is true and accurate as at the date of this letter.]

Yours sincerely

Signed

[on behalf of Hirer]

Date