



EXTERNAL LETTINGS: TERMS AND CONDITIONS

1. Definitions and Interpretation

1.1 In these terms unless the context requires otherwise:

- (a) 'the Booking' means the hire of Facilities or services as detailed in the Booking Confirmation.
- (b) 'the Booking Confirmation' means the formal, written agreement that sets out full details of the Booking including a description of the Facilities and services booked, the fee payable, the date and time of the Booking etc.
- (c) 'the Hirer' means any person, organisation or business hiring or using the Facilities or facilities of the School for the period and usage defined in the Booking Confirmation signed by both parties.
- (d) 'the Premises' means any room, facility, building or area of the estate controlled by the School which may also include the Facilities referred to in the Booking Confirmation.
- (e) 'the Facilities' means any single, or collection of rooms, building or areas

hired under the terms of the Booking Confirmation.

- (f) 'the School' means the educational establishment of George Abbot School which is a member of the Guildford Education Partnership multi-academy trust.

- (g) 'written' and 'writing' means any email, facsimile transmission or letter deemed received from the Hirer or deemed sent by the School to the Hirer.

1.2 These terms together with the terms set out in the Booking Confirmation are the only terms of the Booking. No variation to the Booking Confirmation is effective unless agreed in writing by an authorised representative of the School.

2. Booking

2.1 After discussion with the Hirer the School will confirm the total price of the Booking, including any additional cost items not included in the basic Facilities tariff in the Booking Confirmation.

2.2 It is the Hirer's responsibility to check the booking details before confirming acceptance of our terms.

2.3 Any other services or Facilities not included within the price quoted may be subject to additional costs and you should refer to our standard tariff for clarification of any charges which may apply.

2.4 Do not assume an extra service is available without confirmation of the additional cost and availability from the School.

2.5 No person under the age of 18 years will be accepted as a Hirer.

2.6 Applications for hire of the Premises shall be treated equally, in line with the School's equal opportunities policy.

2.7 The School shall have the right to refuse any application for use of the Premises. The School must be assured that the purpose of the Booking will not result in controversy, disrepute, legal action or disorderly behaviours.

3. Confirmation

3.1 Written acceptance of the fee payable and a commitment to book the Facilities will enable the School to provisionally secure the booking.

3.2 The provisional booking will be confirmed and secured once the Booking Confirmation has been signed and received by the School.

3.3 Failure to confirm the Booking within 10 working days of receipt of the quotation will result in the Facilities being released for use by other parties.

4. Payment and Deposit

4.1 Payment for the Booking must be made within the time stated on the Booking Confirmation.

4.2 Failure to pay within this period may result in cancellation of the Booking.

4.3 Once the Booking is accepted the conditions related to termination of the Booking by either party will apply.

5. Termination and Cancellation

5.1 Either party must provide at least a half term's written notice to the other to cancel a course or 2 weeks' notice to cancel an individual day or session.

5.2 If the Hirer cancels the Booking of a course or individual session and complies with the notice periods in clause 5.1 the Booking fee will be returned.

5.3 If the Hirer cancels the Booking of a course or individual session and does not give the minimum period of notice as specified in clause 5.1, the Booking fee will be payable in full/retained by the School, unless the School has been able to secure an alternative booking. An administrative charge of 10% will normally be made.

5.4 If the School cancels the Booking of a course or individual session, the School will refund any payments in relation to that Booking to the Hirer.

5.5 The School may in its absolute discretion terminate or suspend the Booking at any time for any reason, including:

- a) If in the opinion of the School the Premises or Facilities have become unfit for use, in which case any fees already paid for the Booking will be refunded, except in the case where the unfitness arises as a result of the actions of the Hirer or their guests.
- b) If in the opinion of the School the circumstances are such that the continuance of the Booking would be likely to lead to an unacceptable risk to the public or a breach of the peace.
- c) For non-payment of fees due as set out in the Booking Confirmation.

5.6 The School's decision to terminate or suspend a Booking shall be final. The School will give to the Hirer as much prior notice as is practicable in the

circumstances but shall not be liable for any damages, loss or other expense howsoever incurred or sustained by the Hirer arising out of any such termination or suspension by the School.

6. Alterations to Facilities or services

6.1 In the event of the Facilities or a service becoming unavailable for whatever reason the School shall endeavour to supply alternative accommodation wherever possible.

6.2 If the alternative offered is not acceptable to the Hirer then the School's liability shall be limited solely to the refund of the deposit.

6.3 Hirers will have access only to the particular Facilities let to them including, where it is practicable, the use of a cloakroom and toilet accommodation. Under no circumstances is the Hirer permitted to access any other part of the Premises.

6.4 The Hirer shall not sub-let the Facilities nor change the use of the Facilities from the purpose defined in the Booking Confirmation.

6.5 It is envisaged that a caretaker will not be required. If however it is agreed that a caretaker should be in attendance they will give reasonable assistance, within the terms of their employment, to Hirers.

6.6 If the caretaker is in attendance and the Hirer provides additional personnel to prepare for a letting, these personnel shall be subject to the general direction and control of the caretaker.

6.7 Seating accommodation in the Facilities booked may be used, but the Hirer must make their own arrangements for any additional chairs, tables etc. required for the letting, and must remove them before the School re-opens on the following day.

6.8 The Facilities shall be left in good order and vacated no later than the time agreed on the Booking Confirmation. The School reserves the right to levy an additional charge should this condition not be observed.

6.9 No preparations are to be applied to the floor.

7. Injury to Persons and Damage to Property

7.1 The School will not be liable for the death or injury of a person attending the Premises for the Booking or for any losses/ claims/ demands/ actions/ proceedings/ damages/ costs or expenses or other liability incurred by the Hirer in the exercise of the rights granted by this agreement except where such death or injury is due to the negligence of the School.

7.2 The School will not under any circumstances accept responsibility or liability in respect of any damage to or loss of any goods articles or property of any kind brought onto or left at the Premises either by the Hirer for his own purposes or by any other person.

7.3 The School will not be liable for any loss due to any flood, fire, act of God or other cause beyond the reasonable control of the School which may cause the Premises to be temporarily closed or the hiring to be interrupted or cancelled.

- 7.4 The School will not accept responsibility for any items that are left on the Premises after a period of hire. The School will keep the items for 7 days and then the items will be disposed of.
- 7.5 It is the responsibility of the Hirer to supply its own medical supplies. No First Aid Kits are available at the School for the Hirers use, unless agreed by prior arrangement with the School.
- 7.6 Hirers of the School's All Weather Pitch are asked to ensure the following to help maintain its condition:
- 7.6.1 Suitable footwear for the surface/conditions is used (no blades or metal studs greater than 15mm) and that such footwear is clean and completely free of mud.
 - 7.6.2 That NO food, chewing gum and drink are taken onto the pitch.
 - 7.6.3 Users do not climb on fencing or equipment.
 - 7.6.4 Users do not leave litter on the pitch or surrounding areas.
 - 7.6.5 Users do not introduce furniture/equipment not specially designed for the All Weather Pitch surface, and
 - 7.6.6 Users leave the pitch as found and report any damage promptly to the School.
- 8. Use of the Premises, Access and Safety**
- 8.1 The Facilities will be left clean and in good order and vacated no later than the time booked. The Hirer shall reimburse any costs incurred by the School in cleaning the Facilities after the hiring necessary to ensure that the Facilities are sufficiently clean for normal use by the School.
- 8.2 It is the Hirer's responsibility to ensure that maximum capacities, as stated by the School, for the Facilities are not exceeded.
- 8.3 Maximum capacities shall include all persons attending or present at the Premises including (but not limited to) any supervisors, those participating in activities, parents and members of the public.
- 8.4 The Hirer is to be responsible for the effective supervision of those attending or present at the Premises for the duration of the Booking.
- 8.5 No animal is to be brought into the Premises or allowed to enter the Premises without prior consent of the School (except guide dogs for the blind or hearing dogs for the deaf).
- 8.6 It shall be the Hirer's responsibility to verify the acceptability of the accommodation offered.
- 8.7 The School reserves the right of entry to the Facilities at any time by its staff or appointed agents.
- 8.8 Disabled access is not available in all areas. It is the Hirers responsibility to draw our attention to any disabled access required at the time of booking so that we can advise on any Facilities which would not be suitable.
- 8.9 Hirers shall comply in all respects with statutory requirements, Health & Safety, Welfare and Fire. The School reserves the right to request documented evidence of any Risk Assessments carried out by the Hirer in respect of their use under the Booking Confirmation. Hirers shall acquaint themselves with the School Safety Policy and fully abide by the School emergency fire procedures.

- 8.10 No public address systems or radios are to be used on the Premises.

9. Insurance and Indemnity

- 9.1 Hirers must confirm they have taken out a minimum of £5,000,000 public liability insurance with a reputable insurer or adequate security or confirm that they wish the School to cover the costs of insurance for 15% of the Booking fee as set out in the Booking Confirmation.
- 9.2 The Hirer must be able to produce evidence of this insurance cover at the time of the Booking.
- 9.3 The Hirer will indemnify the School against any damage theft losses/ claims/ demands/ actions/ proceedings/ damages/ costs or expenses arising as a result of the Booking including the cost of reinstating, repairing or replacing any part of the Premises which is damaged, destroyed, stolen or removed as a result of the Booking. The evidence of the School as to the cost or expenses incurred shall be accepted by the Hirer as final, on production of reasonable proof.

10. Lettings for Music, Singing, Dancing, Stage Plays and Exhibitions

- 10.1 In the case of lettings for music, singing, dancing or stage plays, the entertainment must be for a closed organisation such as a society or club or by invitation only.

NOTE: All other entertainments are classified as public entertainments, in which case there exists a statutory requirement that the School must be properly licensed. However, most school premises do not conform with

the regulations governing the issue for public entertainments so they cannot normally be used for this purpose. Any proposals to use a School for a public entertainment must be discussed carefully with the Local District Borough Council.

- 10.2 The Hirer must give the School at least 4 weeks' notice of a stage play production and the Hirer must obtain all licences required for the stage play production.
- 10.3 Any Hirer who uses recorded music in its activities or performs live music is responsible for checking whether a licence is required and if so, to obtain one.
- 10.4 The Hirer must obtain a public entertainments licence from the Council for any public music, singing and dancing.
- 10.5 The School reserves the right to request copies of any consents or licences obtained in order to comply with the above provisions.
- 10.6 The Hirer must not infringe copyright, and in the case of musical entertainment the requirements of the Performing Right Society must be fulfilled.
- 10.7 Before approving any letting for the exhibition of pictures involving the use of films and television, enquiries the Hirer must make to the appropriate District Council as to whether the exhibition is exempted from, or requires, a licence under the provisions of the Cinemas Act 1985 or any statutory modifications thereof.

11. School Policies

- 11.1 No intoxicating liquor will be brought onto or consumed on the Premises.
- 11.2 The School is a **non-smoking** site. No smoking is permitted in any of the buildings or on the playing field or surrounding areas.
- 11.3 Hirers must show appropriate consideration to neighbours and keep noise to a reasonable level. Abusive language will not be tolerated.
- 11.4 The Hirer must advise the School if spectators are to be in attendance and the School reserves the right to limit their numbers. The Hirer is responsible for the conduct of any spectators.

12. Parking

- 12.1 The School cannot accept responsibility for any damage, howsoever caused whilst using the School parking facilities. Vehicles and contents are left at the owner's risk.
- 12.2 Clearly marked speed restrictions are in operation for the safety of all who visit. Failure to observe these limits may result in the driver concerned being required to park off campus.

13. Photography, Marketing, Publicity

- 13.1 The taking of photographs on the Premises, which may contain images of the students, is not permitted unless prior authorisation in writing is obtained.
- 13.2 If the Hirer is going to advertise an event in advance, the Hirer will submit to the School for approval, a draft of any poster or advert relating to the event and comply with all requirements that the School may reasonably impose

in relation to content/publication. It is the responsibility of the Hirer to ensure that the law is not broken.

- 13.3 No advertisements of any type are to be displayed inside or outside of the Premises by the Hirer without the prior written approval of the School.

14. Safeguarding

- 14.1 The School is committed to safeguarding and promoting the welfare of children and young people and expects Hirers and their representatives to share this commitment.
- 14.2 The Hirer will ensure that all persons instructing or participating in events where young people under the age of 18 are present have an Enhanced Disclosure and Barring Service check. The School will postpone or cancel a Booking, without prejudice and at no cost to the School, if an adult in charge of the Booking cannot produce the appropriate documentation. The School may accept Disclosure and Barring Service checks made through other organisations.

- 14.3** The Hirer is required to familiarise themselves with the School's Safeguarding and Child Protection Policy.