

## **Letting Agreement for Harlington School**

This agreement has been developed for use by The Governing Body of Harlington School for the short term, occasional use of the school land and premises by third parties.

This letting agreement will be appropriate where the hirer is seeking to use a part of the school premises either on an ad hoc basis or regularly, but there is no intention to create a landlord and tenant relationship. A letting agreement grants a contractual right for the third party to use the premises without displacing the governing body or creating any proprietary right to occupy. A letting agreement is intended to grant a mere licence to occupy and not a formal lease of the premises.

**The Governing Body of Harlington School**

**Letting Agreement relating to the [ ] at Harlington School, Pinkwell Lane, Hayes, Middlesex, UB3 1PB**

**BOOKING FORM**

**School** Harlington School

**School Address** Pinkwell Lane, Hayes, Middlesex UB3 1PB

**Part of School Premises to be used**

**Reason for usage**

**Hirer Details**

**Start Date**

**Review Date (if any)**

**Hire Charge** £

[per 10 weeks/hour/day/week/month]

**Payment Date (for regular use)**

**Deposit** N/A

**Hours of Use/Hire Period**

**School Contact Details** finance@harlingtonschool.org

**Hirer Contact Details**

**Emergency Contact Details (if different)**

**Special Arrangements**

**By signing this Booking Form the Hirer agrees that the hire of the School's facilities detailed above is subject to the attached standard terms and conditions for lettings.**

Signed on behalf of the School	.....
Signed on behalf of the Hirer	..... Please print name
Date	

## BACKGROUND

Harlington School understands that your privacy is important to you and that you care about how your personal data is used and shared online. We respect and value the privacy of everyone who visits this website, [www.harlingtontsportscentre.co.uk](http://www.harlingtontsportscentre.co.uk) ("Our Site") and will only collect and use personal data in ways that are described here, and in a manner that is consistent with Our obligations and your rights under the law.

Harlington School will be the data controller for all personal data processing described in this document.

Please read this Privacy Policy carefully and ensure that you understand it. Your acceptance of Our Privacy Policy is deemed to occur upon your first use of Our Site. If you do not accept and agree with this Privacy Policy, you must stop using Our Site immediately.

## DEFINITIONS AND INTERPRETATION

In this Policy, the following terms shall have the following meanings:

### **"Account"**

means an account required to access and/or use certain areas and features of Our Site;

### **"Cookie"**

means a small text file placed on your computer or device by Our Site when you visit certain parts of Our Site and/or when you use certain features of Our Site. Details of the Cookies used by Our Site are set out in the Cookie section, below;

### **"Cookie Law"**

means the relevant parts of the Privacy and Electronic Communications (EC Directive) Regulations 2003;

### **"personal data"**

means any and all data that relates to an identifiable person who can be directly or indirectly identified from that data. In this case, it means personal data that you give to Us via Our Site. This definition shall, where applicable, incorporate the definitions provided in the Data Protection Act (2018) and the General Data Protection Regulation 2016/679 (GDPR).; and

### **"We/Us/Our"**

Means Harlington Sports Centre of Harlington School, whose registered address is Pinkwell Lane, Hayes UB3 1PB.

## INFORMATION ABOUT US

Our Site is owned and operated by Harlington School.

## WHAT DOES THIS POLICY COVER?

This Privacy Policy applies only to your use of Our Site. Our Site may contain links to other websites. Please note that We have no control over how your data is collected, stored, or used by other websites and We advise you to check the privacy policies of any such websites before providing any data to them.

## YOUR RIGHTS

As a data subject, you have the following rights under the GDPR, which this Policy and Our use of personal data have been designed to uphold:

- **The right to be informed** about Our collection and use of personal data;
- **The right of access** to the personal data We hold about you (see section How you can access your data);
- **The right to rectification** if any personal data We hold about you is inaccurate or incomplete (please contact Us using the details below);
- **The right to be forgotten** – i.e. the right to ask Us to delete any personal data We hold about you (We only hold your personal data for a limited time, as explained in How do we use your data? but if you would like Us to delete it sooner, please contact Us using the details below);
- **The right to restrict** (i.e. prevent) the processing of your personal data;
- **The right to data portability** (obtaining a copy of your personal data to re-use with another service or organisation);
- **The right to object to Us** using your personal data for particular purposes; and
- Rights with respect to automated decision making and profiling.

If you have any cause for complaint about Our use of your personal data, please contact Us using the details provided in the section “Contacting Us” and We will do Our best to solve the problem for you. If We are unable to help, you also have the right to lodge a complaint with the UK’s supervisory authority, the Information Commissioner’s Office.

For further information about your rights, please contact the Information Commissioner’s Office or your local Citizens Advice Bureau.

### What Data Do We Collect?

Depending upon your use of Our Site, We may collect some or all of the following personal and non-personal data (please also see section on “Our use of Cookies and similar technologies”):

- Full name;
- Contact information such as postal address, email addresses and telephone numbers;
- How you prefer to be contacted;
- Contract information – start date, end date, reason for usage, hire charge and deposit amount;
- Attendance – the date and time of visits to Our Site; and
- Safeguarding information to satisfy Us that you are complying with your safeguarding obligations including, where appropriate, evidence that DBS checks have been undertaken which might include information about criminal offences.

When you visit Our website, we also collect information automatically about your visits, such as the IP Address of your device, browsing patterns etc.. Information collected in this way is only used in aggregate and anonymous form rather than being linked to identifiable individuals.

## HOW DO WE USE YOUR DATA?

Our use of your personal data will always have a lawful basis, either because it is necessary for Our performance of a contract with you, because you have consented to Our use of your personal data (e.g. by subscribing to emails), or because it is in Our legitimate interests. Specifically, we may use your data for the following purposes:

- Supplying Our products **AND/OR** services to you (please note that We require your personal data in order to enter into a contract with you);
- Personalising and tailoring Our products **AND/OR** services for you;
- Replying to emails from you;
- Supplying you with emails that you have opted into, you may unsubscribe or opt-out at any time by emailing [hsc@harlingtonsportscentre.co.uk](mailto:hsc@harlingtonsportscentre.co.uk) where your details will be deleted from our mailing list. We will then confirm to you via email that your details have been deleted.

With your permission and/or where permitted by law, We may also use your data for marketing purposes which may include contacting you by email **AND/OR** telephone **AND/OR** text message **AND/OR** post with information, news and offers on Our products **AND/OR** services. We will not, however, send you any unsolicited marketing or spam and will take all reasonable steps to ensure that We fully protect your rights and comply with Our obligations under the GDPR and the Privacy and Electronic Communications (EC Directive) Regulations 2003.

You have the right to withdraw your consent to Us using your personal data at any time, and to request that We delete it.

We do not keep your personal data for any longer than is necessary in light of the reason(s) for which it was first collected. Data will therefore be retained for the following periods (or its retention will be determined on the following bases):

Personal data is retained on our newsletter mailing list for as long as you wish to receive the information.

## HOW AND WHERE DO WE STORE YOUR DATA?

We only keep your personal data for as long as We need to in order to use it as described above in "How do we use your data?", and/or for as long as We have your permission to keep it.

Some or all of your data may be stored outside of the European Economic Area ("the EEA") (The EEA consists of all EU member states, plus Norway, Iceland, and Liechtenstein). You are deemed to accept and agree to this by using Our Site and submitting information to Us. If We do store data outside the EEA, We will take all reasonable steps to ensure that your data is treated as safely and securely as it would be within the UK and under the GDPR:

Mail Chimp is used when you subscribe to our newsletter.

## DO WE SHARE YOUR DATA?

Subject to the paragraph immediately below, We will not share any of your data with any third parties for any purposes.

In certain circumstances, We may be legally required to share certain data held by Us, which may include your personal data, for example, where We are involved in legal proceedings, where We are complying with legal obligations, a court order, or a governmental authority.

### **WHAT HAPPENS IF OUR BUSINESS CHANGES HANDS?**

We may, from time to time, expand or reduce Our business and this may involve the sale and/or the transfer of control of all or part of Our business. Any personal data that you have provided will, where it is relevant to any part of Our business that is being transferred, be transferred along with that part and the new owner or newly controlling party will, under the terms of this Privacy Policy, be permitted to use that data only for the same purposes for which it was originally collected by Us.

In the event that any of your data is to be transferred in such a manner, you will be contacted in advance and informed of the changes. When contacted you will be given the choice to have your data deleted or withheld from the new owner or controller.

### **HOW CAN YOU CONTROL YOUR DATA?**

In addition to your rights under the GDPR, set out in the “Your Rights” section, when you submit personal data via Our Site, you may be given options to restrict Our use of your data. In particular, We aim to give you strong controls on Our use of your data for direct marketing purposes (including the ability to opt-out of receiving emails from Us which you may do by unsubscribing using the links provided in Our emails and at the point of providing your details and by managing your Account).

You may also wish to sign up to one or more of the preference services operating in the UK: The Telephone Preference Service (“the TPS”), the Corporate Telephone Preference Service (“the CTPS”), and the Mailing Preference Service (“the MPS”). These may help to prevent you receiving unsolicited marketing. Please note, however, that these services will not prevent you from receiving marketing communications that you have consented to receiving.

### **YOUR RIGHT TO WITHHOLD INFORMATION**

You may access certain areas of Our Site without providing any data at all. However, to use all features and functions available on Our Site you may be required to submit or allow for the collection of certain data.

You may restrict Our use of Cookies. For more information, see our section below regarding Our Cookie Policy.

### **HOW CAN YOU ACCESS YOUR DATA?**

You have the right to ask for a copy of any of your personal data held by Us (where such data is held). Under the GDPR, no fee is payable and We will provide any and all information in response to your request free of charge. Please contact Us for more details at [hsc@harlingtonsportscentre.co.uk](mailto:hsc@harlingtonsportscentre.co.uk), or using the contact details below.

### **OUR USE OF COOKIES**

Our Site may place and access certain first party Cookies on your computer or device. First party Cookies are those placed directly by Us and are used only by Us. We use Cookies to facilitate and improve your experience of Our Site and to provide and improve Our products **AND/OR** services. By using Our Site you may also receive certain third party Cookies on your computer or device. Third party Cookies are those placed by websites, services, and/or parties other than Us. Third party Cookies are used on Our Site for Google Maps. In addition, Our Site uses analytics services provided by Google, which also use Cookies. Website analytics refers to a set of tools used to collect and analyse usage

statistics, enabling Us to better understand how people use Our Site. Cookies used on our site are listed below.

In addition to the controls that We provide, you can choose to enable or disable Cookies in your internet browser. Most internet browsers also enable you to choose whether you wish to disable all cookies or only third-party Cookies. By default, most internet browsers accept Cookies but this can be changed. For further details, please consult the help menu in your internet browser or the documentation that came with your device.

You can choose to delete Cookies on your computer or device at any time, however you may lose any information that enables you to access Our Site more quickly and efficiently including, but not limited to, login and personalisation settings.

It is recommended that you keep your internet browser and operating system up-to-date and that you consult the help and guidance provided by the developer of your internet browser and manufacturer of your computer or device if you are unsure about adjusting your privacy settings.

### **COOKIES:**

Cookie Name: hustle\_module\_show\_count-popup-1

Description: Pop up preferences

Expiration Time: 90 days

Cookie Name: \_gid

Description: Google Analytics

Expiration Time: 1 day

Cookie Name: \_gat

Description: Google Analytics

Expiration Time: 1 minute

Cookie Name: \_ga

Description: Google Analytics

Expiration Time: 2 years

Cookie Name: wordpress\_test\_cookie

Description: WordPress Test Cookie

Expiration Time: Session

### **CONTACTING US**

If you have any questions about Our Site or this Privacy Policy, please contact Us by email at [hsc@harlingtonsportscentre.co.uk](mailto:hsc@harlingtonsportscentre.co.uk) by telephone on 020 8569 3211, or by post at Harlington Sports Centre Pinkwell Lane, Hayes UB3 1PB. Please ensure that your query is clear, particularly if it is a request for information about the data We hold about you.

### **CHANGES TO OUR PRIVACY POLICY**

We may change this Privacy Policy from time to time (for example, if the law changes). Any changes will be immediately posted on Our Site and you will be deemed to have accepted the terms of the Privacy Policy on your first use of Our Site following the alterations. We recommend that you check this page regularly to keep up-to-date.

## **STANDARD TERMS AND CONDITIONS FOR LETTING AGREEMENT**

### **Charges**

1. The Hirer shall be responsible for the payment of the Hire Charge and any other charges agreed from time to time in respect of the hiring of the Premises and for the observance and performance in all respects of the terms and conditions on the part of the Hirer set out in this Letting Agreement.
2. All applications for hire must be provisionally agreed with the School's Lettings Team and will not be confirmed until payment of the returnable Deposit has been made and this Agreement has been signed.
3. All charges are required to be paid at least one month in advance of the event and (subject to clause 5) no booking will be accepted later than 14 days prior to the date required. Regular lettings will require payment of the initial payment and Deposit one term in advance. Hire Charges for regular usage will be paid in advance on the Payment Date.
4. The Hirer will be required to pay a deposit of £500 at the time of booking for one off events such as weddings, parties, social and religious festivals. All other room/facility bookings will be required to pay a deposit of 20% in addition to the Hire Charge, which may be applied in whole or in part to make good any damage, in accordance with clause 56. The Deposit will be returned within 10 school days after the event subject to these Terms and Conditions being adhered to.
5. Where the Hirer is hiring the Premises less than one month before an event, he/she must pay the Deposit and the Hire Charge at the time of booking by debit and credit card, BACS or cheque. The School will not accept payment by cheque for bookings less than 14 days before an event.

### **Cancellation**

6. The School may at any time cancel, postpone or delay any booking, in which case the Hirer will be reimbursed

the appropriate amount of the Hire Charge made. If the School finds it necessary to postpone or cancel a booking, as much notice as possible will be given. The School will not accept liability for any loss arising from any such postponement or cancellation.

7. Hirers will be allowed to cancel or postpone a booking on condition that, if one month's notice is given before the event, the whole Deposit will be repaid, if 3 weeks' notice is given, half the Deposit will be repaid, if two weeks' notice is given, 25% of the Deposit will be repaid and if no notice is given, the Deposit will not be repaid to the Hirer.
8. The School reserves the right to refuse to grant a hiring without giving a reason and in particular if the hiring is in breach of any policy on lettings operated by the School, the Local Authority or any trustees of the School.
9. The School shall resolve conflicting requests for the use of the Premises with priority at all times being given to the School.

### **Conditions of Use**

10. Intoxicating liquor shall not be sold, supplied or consumed on School premises without the prior written consent of the School and subject to any necessary licence having been obtained by the Hirer.
11. Smoking or vaping is not allowed anywhere on the School's premises including outside spaces.
12. The Hirer and/or his/her named representative or the responsible person(s) whose name(s) and address(s) must have been supplied to the School before the date of the hiring and must be in attendance at the Premises throughout the period of the hire. If the Hirer leaves the event before it finishes, a named representative must be nominated to remain until all the guests have left the School premises.
13. The School's Lettings Team or Caretaking Staff will be on duty at all times. The Hirer (or named representative) must report to the

Caretaker's office or Reception (as required) at the end of the event and comply with any reasonable request to signal the end of the hiring period and that the terms and conditions of this Letting Agreement have been complied with, a failure to do so may lead to a delay in return of the Deposit.

14. The Hirer shall, if called upon to do so, furnish for approval a copy of the programme of any entertainment (the "Programme") to be given by the Hirer. In such a case no entertainment shall be given except in conformity with the Programme which has been approved by the School, acting reasonably. In the event that the School does not approve the Programme the Hirer will be allowed to cancel the hiring on payment of the appropriate fees under clause 7.
15. The Hirer shall not infringe any subsisting copyright or performing right, and hereby indemnifies the School against all sums of money which the School may have to pay by reason of an infringement of copyright or performing right occurring during the Hire Period.
16. The Hirer must ensure that where the Reason for Usage relates to music, dancing or stage plays, such activities must be for a closed organisation (for example a club or society) or by invitation only and any noise or music played must not interfere with other activities within the School and must not be heard from any neighbouring houses. Any request to turn the music down by the Caretaking staff must be adhered to. The Hirer should ask its guests to leave the School premises quietly at night time to avoid disturbing its neighbours. All emergency exits and vehicular exits are to be kept clear at all times.
17. The seating accommodation provided is limited to the number of chairs that are on the School premises on the day of hire and is arranged so as not to affect the means of escape from the Premises and to accord with any approved layout which exists for the Premises. Subject to approval, further provision may be made by the Hirer at his/her own expense. The Hirer must ensure any additional provision is

removed before the School reopens the following day.

18. Lettings must not exceed the maximum criteria of people for the Premises (as stated in either the School's regulations or the Special Arrangements noted above) and the Hirer shall ensure that the number of people admitted to the function does not exceed the maximum number stated in any booking form or the Special Arrangements. The Hirer must ensure that no unauthorised entry is made to the School premises during the Hire Period.
19. The School reserves the right to ask the Hirer to keep a register of those attending the School's premises as a result of the hiring of the Premises.
20. The Hirer shall not discriminate against any individual or group in any activity taking place at the School.
21. The Hirer shall ensure that no act is done on the Premises, during his/her use of the Premises, which contravenes the Equality Act 2010.
22. The Hirer may make reasonable use of the School's toilet and cloakroom facilities and, subject to prior approval, the Hirer may make reasonable use of the car parking area. On-site parking in other areas of the School Premises is forbidden.
23. A draft copy of any literature proposed for distribution by the Hirer which contains any reference to the School, other than simply the address, must be sent to the School for approval at least 10 days prior to distribution.

### **Access and Security**

24. Members of the School reserve to themselves and their officials the right to enter the Premises hired at all times on producing evidence of their identity. Stewards (if used) should be advised of this condition accordingly by the Hirer.
25. Entrance to the Premises will be through the main entrance which will be opened by the School at an agreed time. It will be the responsibility of the Hirer to ensure that the Premises are secure during the Hire Period.

Admission to the School will not be allowed until the time specified on the booking form or this Letting Agreement.

26. The Hirer shall ensure that events are properly supervised, with sufficient stewards if so required. Suitably qualified instructors must be used where appropriate to the activity e.g. sporting or dance activities. The Hirer must ensure that risks associated with activities are properly controlled during the Hire Period. The School is not responsible for undertaking risk assessments for the Hirer's activities. The School reserves the right to terminate this agreement if the Hirer fails to ensure suitable arrangements are in place for safeguarding children and/or vulnerable adults.
27. It is the duty and responsibility of the Hirer, or his/her representative, to be aware of the evacuation procedures of the Premises in the event of an emergency. Those procedures will be enclosed with these terms and conditions of Hire and/or are prominently displayed in the School. It is also the duty of the Hirer to ensure that these emergency procedures are brought to the attention of all people, both participants and spectators, as part of the Hirer's general responsibility for the Health and Safety of everyone present on the site arising as a result of the hiring of the Premises.
28. The Hirer is strongly advised to appoint fire marshals to assist in the evacuation of the Premises and the checking of attendance registers to ensure everyone is accounted for. The Hirer is responsible for keeping passages and fire exits clear. During the Hire Period it is the responsibility of the Hirer to ensure safe evacuation of the Premises via the nearest fire exit. In the event of fire the Hirer shall call the emergency services.

#### **Setting Up and Clearing Away**

29. No nails, tacks, screws etc. shall be driven into or adhesives fixed to any of the walls, floors, ceilings, furniture or fittings. Decorations must only be fixed into place with blu-tack. Decorations in the dining hall (if applicable) can only be tied to tables and pillars and the use

of any form of adhesive is not permitted.

30. Any setting up and clearing out in the facilities must be carried out within the Hire Period unless otherwise agreed with the School in writing before the event.
31. Plastic rubbish sacks will be provided by the School, and when full, must be placed in the large bins located on the concourse. The Hirer is responsible for clearing away any rubbish from the hired facilities and leaving the Premises clean and tidy. Any failure to do so may lead to a delay in the return of the Deposit.
32. The Hirer shall ensure that caterers, contractors and others supplying or serving refreshments, or providing decorations etc. comply with all current legislation relating to food hygiene, health, welfare and safety matters and remove from the School premises all their articles, property refuse, decorations, sets, props, equipment and other items by end of the Hire Period and shall observe and carry out any instructions which may be given to him/her in this regard. Any items left behind will be stored at the Hirer's expense. The School reserves the right to dispose of any items left in the Premises at the end of the Hire Period but will make reasonable efforts to notify the Hirer before doing so.
33. School furniture shall not be moved except by prior arrangement with the caretaker.
34. A member of the Kitchen Staff will be on duty (if Kitchen hire is required) to supervise only, during the Hire Period of the Kitchen and Dining Hall. He/she will clean the area at the end of the Hire Period. Only the top burners and the warming ovens are available for use. Any equipment required including pots and pans are to be supplied by the Hirer.
35. Any alteration or addition to the electrical lighting or heating systems is strictly forbidden, except with the prior written approval of the School which may be given subject to conditions which the Hirer will be required to

observe. Such approval may also be subject to the oversight of a technical officer acting on behalf of the School and where necessary, the consent of the electricity undertakers.

36. All mains powered electrical equipment brought on to the School premises by the Hirer must be safe and in good condition. Evidence of valid inspection certificates may be required.
37. The use of portable cooking stoves of any description is strictly prohibited.
38. If any stage lighting, spotlights, screen or sound equipment are required, it is to be clearly stated on the application form. An extra charge may be made for this service and any operation of such equipment shall be carried out by a competent person named and approved by the School in advance.
39. Additional special conditions shall also apply when the use of School grounds is permitted for activities of a hazardous nature.
40. The Hirer must not bring on to the Premises anything which may endanger the School premises, its users or which may adversely affect any insurance policies. The Hirer will comply with any regulations of the School's insurers or the Education Funding Agency, notified to the Hirer by the School.

### **Safeguarding**

41. The Hirer must observe all reasonable and proper regulations including safeguarding policies and procedures made by the School from time to time and to address any safeguarding risks notified to the Hirer relating to the use of the Premises. The Hirer must ensure that a suitably trained and qualified person or persons are available on site, commensurate with the risks of the activity pursued, to administer first aid if necessary. The School takes no responsibility for the provision of first aid during the Hire Period.
42. The Hirer will comply with all reasonable regulations and policies issued from time to time by the School for the use of the Premises and gaining

access thereto by both staff engaged by the Hirer and members of the public having regard to the fact that the Premises form part of a School and that the School have a duty to keep children and staff safe at all times.

43. The Hirer warrants that it has appropriate safeguarding policies and procedures in place which comply with the requirements of Government or NHS guidance and shall promptly provide copies to the School for inspection on request. The Hirer shall ensure that all its staff have regard to the need to safeguard and promote the welfare of children and vulnerable adults.
44. The Hirer warrants that it has obtained all relevant Disclosure and Barring Service ('DBS') checks for individuals connected with the activity to be carried out by the Hirer before the start of the Hire Period. The School reserves the right to cancel or delay the booking if the Hirer fails to provide DBS checks to the School's satisfaction before the start of the Hire Period. The Hirer must ensure that Disclosure and Barring Service checks and Adult Barred Lists Checks are undertaken on those undertaking a regulated activity as defined in the Safeguarding Vulnerable Groups Act 2006 prior to any such individual being deployed to the School. The Hirer shall obtain clearance from the School in relation to any person for whom they receive an "unclear" check.
45. The Hirer shall ensure that any staff deployed at the School have signed a proper declaration disclosing all relevant convictions (whether or not "spent" under the Rehabilitation of Offenders Act 1974, as amended) and make such declarations available to the School on request. The Hirer must require its staff who are deployed at the School to notify it without delay if they are convicted of any offence at any time. The Hirer shall be required to seek clearance from the School before permitting a person who has reported a conviction during employment to attend the School.
46. Without prejudice to its rights under clause 55, the School may, to the

extent it considers necessary to safeguard the pupils at the School, serve a written notice on the Hirer instructing the Hirer to suspend or alternatively remove from the Premises any person deployed at the School with immediate effect where the School have reasonable concerns about safeguarding or child protection, such notice to include reasons to the extent that the School is able to do so.

47. Any person suspended or removed from the Premises in accordance with clause 51 shall only be reinstated after the Hirer has provided such information as the School may reasonably require to satisfy itself that the person does not present a safeguarding risk and the School reserves the right to seek advice from the Local Authority Designated Officer and / or Police, where appropriate prior to making any such decision about reinstatement.
48. The School shall in no circumstances be liable either to the Hirer in respect of any cost, expense, claim, proceeding, liability, loss or damage occasioned by a removal in accordance with clauses 51 and 52.
49. If the Hirer becomes aware of any concerns or issues relating to safeguarding or child protection which arise in connection with its use of the Premises, it must immediately notify the Headteacher of the School of these matters.
50. The Hirer's occupation of the Premises is conditional on its compliance with the safeguarding requirements set out in clauses 46 to 54 and the School reserves the right to terminate this Agreement in the event that the Hirer is in breach of any of these requirements.
51. The School reserves the right to prevent any individual from entering onto the School site.
52. The Hirer must immediately inform the School should any matter arise which impinges upon the security or health and safety of people present on the School's premises. Hirers must comply with all relevant Health and Safety legislation in force from time to time and any regulations imposed by the School

from time to time for the safety and security of the Premises and all those using the Premises.

53. No gratuities must be offered to any members of staff.

#### **Damage**

54. Subject to clause 56, the Hirer, with the approval of the School, shall make good any damage to the property of the School other than as a consequence of normal wear and tear which can be attributed to the Hirer's use of the Premises.
55. The Hirer is responsible for any damage caused by any act or neglect of the Hirer or anyone who the Hirer allows onto the Premises.
56. In the event of any such damage under Clauses 54 and 55, the School may decide to make it good and the Hirer, by the acceptance of these terms and conditions, will thereby be deemed to have undertaken to pay the cost of such reparation as certified by or on behalf of the School.
57. The Hirer will be responsible for the proper use of fixtures and fittings and must take reasonable steps to ensure that there is no damage to the fixtures, fittings, School equipment or to the building.
58. The wearing of footwear which might cause damage to floors is not permitted. No mud/grit is to be transferred onto the playing surface.
59. No animals other than guide dogs are permitted on the Premises without the prior written approval of the School.
60. When using the sports hall and/or dance studio:
  - a. No alcohol can be consumed in the hall;
  - b. Non-marking trainers must be worn at all times;
  - c. No markings can be applied to the floor;
  - d. No hockey sticks or other equipment is to be used which could cause damage to the playing surface; and

- e. All equipment must be put away.
- 61. The School will not be held responsible for the loss, damage or theft of any cars or other vehicles parked on its premises.
- 62. The Hirer will keep the School and its officers, servants and agents fully indemnified from and against all losses or damages incurred by the School or any claims made against the School (including legal fees) as a consequence of the Hirer's hiring of the Premises.

#### **Exclusion of Liability**

63. Neither the School nor their representatives shall be liable for any injury (including injury resulting in death) or damage to or loss of property whatsoever which shall or may occur to or be sustained by the Hirer, his/her assistants, servants or agents or others entering on the property in the exercise or purported exercise of the hiring (except such injury or damage as may occur by reason of the neglect of the School or their representatives, servants or agents acting within the scope of their authority). The Hirer will indemnify and keep indemnified the School and/or its representatives and servants and agents from and against all claims and liability in respect of such injury or damage and all actions, proceedings, costs, damages and expenses in regard thereto and also from and against all other liability claims, demands, proceedings, costs, damages and expenses in respect of injury to persons whomsoever (including injury resulting in death) and damage to or loss of property whatsoever which may arise out of or in consequence of the exercise or purported exercise of the hiring (except as aforesaid).

64. The School shall not be responsible for:

- a) any indirect or consequential damage arising from any breach of this agreement by the School;
- b) any loss or damage to any article of any kind brought to or left on the School's premises; or

- c) any loss due to acts or omissions of third parties or for any loss due to equipment breakdown, failure of the electricity supply, leakage of water, flooding, terrorism, fire, government restriction, act of God or any event which is beyond the School's control which may cause the premises to be temporarily closed or the hiring to be interrupted or cancelled.

#### **Legal Requirements**

- 65. The Hirer shall not sub-let, share or assign any part of the Premises and shall not use it for any other purpose than that for which it has been hired.
- 66. The Hirer agrees to comply with all laws, statutes, regulations and notices and consents pertaining to its event or the use of the School Premises.
- 67. The land (including any building or structure therein) is made available in its existing state and condition and neither the School nor their representatives warrant or represent that it is safe and suitable for the holding of the function or for the admission of the public. The Hirer shall not publish or say anything tending to lead any person to believe otherwise.
- 68. Hire of Premises relates to the area of the building/grounds that has been booked for hire. Other areas of the School are not to be used. A hiring is the non-exclusive use of the area of the building/grounds in question and may be subject to change by the School. No legal or equitable estate or interest is granted or implied by any hiring the subject of these terms and conditions of Hire.
- 69. The School reserves the right to ask the Hirer to obtain public liability insurance with a minimum indemnity of £2 million (or any other amount agreed with the School) to cover legal liability for incidents resulting in injuries to persons and/or damage or loss of property arising out of the hiring of the School premises and to produce evidence of the insurance to the Lettings Officer before the hiring commences.

- 70. The Hirer must not use the facilities for any unlawful or immoral purpose.
- 71. The Premises hired shall not be used for any licensable activity under the Licensing Act 2003 unless the Hirer has obtained any necessary licence from the relevant licensing authority for such use.
- 72. The Hirer shall not use the Premises or permit them to be used for gaming or wagering other than lawful gaming carried on in accordance with the provisions of the Gaming Act 2005, or any subsequent Act which in whole or in part replaces it.
- 73. If door supervisors are used by the Hirer on the Premises then the Hirer must ensure that any necessary licenses have been obtained and are in force during the term of the licence and comply with any legislation or codes of conduct concerning the regulation of such door supervisors.
- 74. The Hirer is required, where appropriate to his/her hiring and where the Premises hired are licensed as described above, to ensure compliance with the conditions and regulations subject to which the Premises hired are so licensed.
- 75. If the Hirer commits a breach during the hiring of any of the conditions attaching to any such licence, or of any other conditions, including these Letting Agreement terms and conditions then, without prejudice to the right of the School, acting by itself or through any other appropriate body on its behalf, to enforce any liabilities already incurred by the Hirer under these conditions, the School reserves the right themselves or acting as aforesaid to immediately terminate the hiring, if still continuing and to retain all sums paid by the Hirer and to refuse to grant any further application from him/her for the hire of School premises.
- 76. References to the School in these terms and conditions shall include references to its representatives (including School employees) where appropriate.
- 77. The School reserves the right to amend these terms and conditions at any time on reasonable notice to the Hirer.
- 78. Any dispute regarding these terms and conditions and the Hirer's use of the Premises will be referred to the School's governing body and the parties shall seek to reach agreement before escalation and resort to legal proceedings.