

# HOLY ROSARY CATHOLIC PRIMARY SCHOOL

*“Together as a family, we love, learn and grow in  
the presence of God”*



## LETTINGS POLICY

# Lettings Policy

Policy first approved by MADCOS group of Headteachers on 25 April 2008  
Revised February 2011 with support of Council's Legal Director

## Adoption

The governors of Holy Rosary Catholic Primary School at their meeting on **22 May 2018** adopted the lettings policy and the scale of charges set out below.

## Policy Objectives

The governors adopt and endorse the Lettings Policy and recognise the principles therein, namely:

- (i) that school premises represent a significant capital investment and should be fully utilised
- (ii) are a valuable community resource
- (iii) educational usage, education premises constitutes a natural priority
- (iv) that a profit margin would be welcome when derived from private or commercial usage but are not the objective when facilitating education activity by designated users.

## Priority Usage

Where more than one person or organisation wishes to make a booking on an identical day and time, or on overlapping days and times, priority will be given in descending order to:

- a. organisations that seek to serve young people of the school
- b. organisations that serve the neighbouring community
- c. organisations that seek to promote artistic, musical, educational or sporting activities
- d. other private user groups

## Definitions of user groups

1. Commercial enterprise (profit-making) of no direct benefit to pupils of the school, e.g. Slimming World.
2. Government funded organisations providing a service to the community e.g. health, education.
3. Commercial enterprise (profit-making) which provides an extended service to pupils of the school, e.g. David Campbell Soccer.
4. Non-profit making groups/charitable organisations, e.g. scouts, U3A, church groups.
5. Non-profit making group servicing the school and providing extra-curricular activities.

There may be other groups/users who do not fall into any of these categories. In these cases, a 'best fit' category should be used with the charges adjusted accordingly on an individual school basis.

## Administration of Lettings

### Minimum age

No person under the age of 18 is permitted to hire school premises.

### General

The governors recognise that it would be impossible for them to personally vet every applicant or organisation who wishes to make use of the school premises. Accordingly they have delegated the authority to accept applications for hire to the following persons:

Headteacher  
Office Manager/School Administrator

### Variations

Where there are other factors to be taken into account e.g. offsetting of lettings costs through provision of curricular activities – and where the letting is for a short period only of up to 10 weeks, the terms and conditions from which the school premises are hired and the published charging policy may be varied by the Head. The Head must report any such variations to the Governing Body.

## **Lettings Documentation**

All formal hiring of the school's premises, including those for which no charge is made, shall be properly documented and administered through the **Letting Procedure** contained in **Annex 1**. All hirers **must** complete a **Letting Agreement** contained in **Annex 4** and are to receive a copy of the **Conditions of Hire** contained in **Annex 2**. The hire agreement is a contract which the governors may enforce by law.

## **Scale of Charges**

In arriving at their scale of charges the governors have followed the following principles:

- (i) that statutory users will be charged an amount commensurate with cost recovery;
- (ii) that private users will be charged on a cost plus an income margin for the school
- (iii) that there will be parity of treatment for similar users;
- (iv) that overall, the cost of letting school facilities will be recovered from users
- (v) that overall community use must at least cover its own costs
- (vi) that when considering the types of activities a governing body wishes to run, the governing body must ensure that its budget share is not used to subsidise, or in any other way contribute to, the costs of activities that are not for any purposes of the school.

For the purpose of charging the Headteacher and Office Manager are empowered to determine to which group any particular individual or organisation belongs. The basis of charging will be determined by the purpose for which a letting is arranged. The scale of charges forms **Annex 3** to this policy document.

## **Minimum charges and deposits**

The minimum hire period will be two hours when the hire period is outside of the extended school day (8am till 6pm Monday to Friday term time) and when the school is not otherwise open.

NB The minimum payment to a caretaker for an evening letting is 2 hours. For lettings in excess of 2 hours, they are also allowed 15 minutes before and after the letting for opening/closing.

The governors reserve the right to require a deposit over and above the hiring charge as a surety against damage to the premises, including any equipment used, or the premises being left in an unacceptable condition, necessitating their incurring additional cost for cleaning, caretaking or other expenses.

## **Cancellations**

Governors will seek to recover any cost incurred by the school, which are unavoidable and result directly from the cancellation of a letting. Details of the charges are shown in the scale of charges in **Appendix 4**.

## **Payment methods**

The governors are mindful of their responsibilities in safeguarding the school from bad debt. Therefore, payment at the time of booking is the norm. Cheques or cash are both acceptable but cheques should, wherever possible, be supported by a guarantee card. In all cases where cash or cheques are paid over, an official receipt must be issued.

## **Extension of Credit**

The governors will allow the extension of credit to bona fide local organisations and individuals where they are satisfied that these are credit worthy. In all cases, the governors reserve the right to withdraw credit facilities where prompt payment is not received. In all cases where credit is extended, an official invoice will be issued. The Governors will not normally extend credit for lettings where the invoice value is less than fifty pounds. The governors have chosen to delegate the approval of credit facilities to the Headteacher and Office Manager. In all cases where credit is advanced, the invoice is to be raised at the time of booking.

## **Security**

The governors will not normally insist upon continuous caretaking presence. However they reserve the right and delegate power to the Head to insist upon caretaking presence where in his/her view the nature of the hiring may leave the school vulnerable to theft or damage.

## **Review of Policy**

The governors will review the policy every 3 years. The scale of hire charges for the forthcoming period will be reviewed and updated annually in the summer term.

## **Annex 1 LETTINGS PROCEDURES**

1. The standard form of hire agreement, incorporating standard conditions of hire, is annexed at Annex 4.
2. The Applicant shall complete Section A and Section C of the Hire Agreement Form and School staff complete the proposed charges in Section B.
3. Head considers application (with Governors if necessary) to ascertain suitability, availability of dates, times and rooms required and impact on the normal operation of the school.

### **NB**

- a) If the applicant wishes to work with children s/he must have current CRB clearance
  - b) If the applicant wishes to carry out a sporting activity the 'MADCOS Protocol for Private Sports Providers' should be successfully completed
  - c) Proof of Public Liability Insurance must be provided
4. If the application is successful the Headteacher shall sign and date the Hire Agreement Form in the acceptance part of Section B. Two copies of the Hire Agreement shall be prepared. One part of the agreement (signed by the Headteacher or Office Manager is returned to the Applicant. The other part (signed by the Applicant) is retained by the School.
  5. If the application is declined the Headteacher shall sign the declination part of Section B, inform the Applicant that their application has been declined and retain the declination form in the School's records. The applicant may appeal to the Governors' Finance Committee.
  6. Copy of Hire Agreement Form is filed. Debtor's section will ask for this if any problems arise concerning the letting.
  7. A legal contract for the hire of the accommodation is formed when the Headteacher or Office Manager signs and return the Hire Agreement to the Applicant. When completing the form care should be taken, in particular, to ensure that the name and address of the applicant (in boxes 1 and 3 of the Hire Agreement) is completed so that the hirer responsible for the charges can be specifically identified – preferably with the full name of an individual(s) or the full name of a limited company.
  8. Organise payment from client as specified in agreement
  9. After the letting, ensure that caretaker's timesheet corresponds to booking times. In case of discrepancy review charge.
  10. Should Sefton's Debtors' Section be needed:  
Work out the amount payable by the client and complete a debtor's form; schools should have a supply of these. The completed debtor form must be sent to Merton House. The Debtors Section will automatically credit the school with the appropriate amount, see your monthly cash tab, and bill the client. If any queries arise over the billing of the letting or non-payment of the letting, the Debtors Section will ask the school to send them the original letting application form.
  11. VAT See VAT Manual to be found in School Office. For further guidance please contact Sefton's VAT Officer (currently Ann Riley, ex. 4108).

**April 2018  
(to be reviewed April 2019)**

## **Annex 2 SUMMARY OF GUIDELINES & CONDITIONS OF HIRE OF PREMISES AND FACILITIES**

School premises are available to approved organisations at the discretion of the school.

### **STANDARD HIRE TERMS**

The full terms upon which school accommodation may be hired are set out in the application form and are available for inspection at the school. These terms will form the contract for the hire of the accommodation and the applicant is recommended to read them carefully.

### **APPLICATIONS**

Applications on the form supplied, should be sent to the Head as far in advance of the proposed date of use as is possible so that consultations can take place with the Head and/or Caretaker. The minimum notice necessary is 2 weeks but longer notice affords a better chance that your application will be successful. Please answer all questions on the form to avoid unnecessary further correspondence. Any additional information in support of your application should be attached to the form.

The school will accord priority to school/college approved youth organisations and approved further education organisations, as far as is administratively possible.

### **CARE OF PROPERTY**

Users are asked to take a genuine interest in the proper care of the facilities they use; groups catering for children and young people must ensure that adequate responsible leadership is provided and that all adults have CRB clearance.

### **SAFETY**

The school appreciates that even under good leadership, occasional accidents may occur but it is essential that any damage should be reported immediately to the caretaker.

Users must carry out a Risk Assessment of the space at the start of the activity and draw the attention of the caretaker to any Risks they may find before their own meeting starts. The school will not accept responsibility for any injuries/damage caused by failure to do this except in cases where the school is held legally responsible for injury/damage caused by the school's own negligence.

Private Sports Providers will also need to complete the 'MADCOS Protocol' Form with the Head.

### **The following specific conditions should also be observed:**

- any footwear which might cause damage to flooring shall not be worn in the school buildings
- rooms or other premises shall be left clean and free from litter
- smoking and the chewing of gum are not allowed
- no room other than those specified in the official approval of letting shall be entered or used
- the premises shall be completely vacated by the time stated in the official approval of letting; failure to do so will result in additional charges being levied.

### **EQUIPMENT**

School/college equipment, particularly gymnastic and projectors, is not available to hirers of the premises unless requested in the application and specified in the confirmation of letting. A small charge will be made for use of equipment and this will be included in the confirmation of letting.

### **CANCELLATIONS**

- Applicants cancelling their booking with less than 3 days notice may be required to pay all costs/expenses incurred in granting the letting
- The School may cancel any letting at short notice if circumstances make the use undesirable.

**LIABILITY (PLEASE READ CAREFULLY)**

Lettings are approved upon conditions that the organisation making the application accepts full responsibility for accidents arising from this use and that the organisation shall indemnify the school and Local Authority against all claims in respect of injury to persons or damage to property arising from the letting, except in so far as they shall be attributable to the act, default or negligence of the school or Local Authority or its employees, servants or agents.

The hirer, when acting in a company capacity is to provide the school with evidence of Third Party Liability Insurance; otherwise, the hirer shall provide the school with a Liability Waiver Indemnity. The School will strictly not permit any hire if effective insurance is not in place.

When official confirmation of this application for letting is received the applicant is asked to contact the Head to make detailed arrangements.

### Annex 3 Scale of Charges 2018

#### User Groups

1. **Commercial enterprise (profit-making) of no direct benefit to pupils of the school e.g. Slimming World.**
2. **Government funded organisations providing a service to the community e.g. health, education.**
3. **Commercial enterprise (profit-making) which provides an extended service to pupils of the school, e.g. David Campbell Soccer.**
4. **Non-profit making groups/ charitable organisations, e.g. scouts, U3A, church groups.**
5. **Non-profit making group servicing the school and/or providing extra-curricular activities.**

*There may be other groups / users who do not fall into any of these categories. In these cases, a 'best fit' category should be used with the charges adjusted accordingly on an individual school basis.*

#### **Charges per user group acknowledging discounted rates as of April 2018**

##### **Monday – Friday, 8-6pm, term time**

| Charges per hour                 | User groups |         |         |         |         |
|----------------------------------|-------------|---------|---------|---------|---------|
|                                  | 1 (100%)    | 2 (80%) | 3 (60%) | 4 (40%) | 5 (20%) |
| Small room                       | 19.03       | 15.22   | 11.44   | 7.60    | 3.81    |
| Large room/ICT Suite             | 30.45       | 24.11   | 18.28   | 12.19   | 6.08    |
| Hall/ sports hall                | 26.14       | 20.91   | 15.70   | 10.46   | 5.22    |
| Playing field                    | 12.70       | 10.15   | 7.60    | 5.07    | 2.53    |
| - term hire /hr                  | 127.00      | 101.60  | 76.21   | 50.81   | 25.47   |
| Playing field with school access | 30.45       | 24.36   | 18.28   | 12.19   | 6.08    |
| - term hire /hr                  | 254.03      | 203.20  | 152.41  | 98.25   | 50.81   |

##### **Saturday – Sunday, evenings, school holidays\* Minimum 2hrs hire**

| Charges per hour                          | User groups |         |         |         |         |
|---|-------------|---------|---------|---------|---------|
|   | 1 (100%)    | 2 (80%) | 3 (60%) | 4 (40%) | 5 (20%) |
| Small room                                | 24.44       | 19.55   | 14.65   | 9.76    | 4.88    |
| Large room/ICT Suite                      | 35.86       | 28.70   | 21.51   | 14.34   | 6.41    |
| Hall/ sports hall                         | 31.40       | 25.65   | 19.23   | 12.81   | 6.40    |
| Playing field (& holiday soccer club use) | 12.69       | 10.15   | 7.60    | 5.07    | 2.53    |
| - term hire /hr                           | 127.00      | 101.6   | 76.21   | 50.80   | 25.47   |
| - season hire                             | 203.01      | 162.37  | 141.06  | 81.10   | 40.47   |
| Playing field with school access          | 35.86       | 28.70   | 21.51   | 14.34   | 7.15    |
| - term hire /hr                           | 317.50      | 254.03  | 190.51  | 153.31  | 63.49   |

*\* Schools should make an additional charge to cover caretaking / cleaning when the letting involves the premises being used out of normal school opening hours.*

## Holy Rosary Catholic Primary School

### SECTION A

#### TO BE COMPLETED BY THE APPLICANT

#### About the Applicant

|           |   |  |
|-----------|---|--|
| <b>1</b>  | <b>Full Name of Applicant (s)</b><br><i>(Block Capitals please).</i><br><i>(Insert the full name of the applicant (s).</i><br><i>The person named here will be responsible for payment of the hire charges)</i> |  |
| <b>2</b>  | <b>Name of the Organisation the applicant represents:</b>   |  |
| <b>3</b>  | <b>Applicant's address</b><br><i>(Please insert full address plus postcode. Any invoices for payment and correspondence from the school will be sent to this address).</i>                                      |  |
| <b>4.</b> | <b>Applicant's telephone number:</b>  | <b>Home:</b><br><br><b>Business:</b><br><br><b>Mobile:</b> |

#### About the proposed event or activity

|           |   |   |
|-----------|---|---|
| <b>6.</b> | <b>Description of the event or activity.</b>  |   |
| <b>7.</b> | Will members of the public be admitted, or will admission be limited to members of the organisation mentioned in box 2?<br><i>(Please tick as appropriate, or add comments)</i> | <ul style="list-style-type: none"> <li>• <b>Organisation members only</b></li> <li>• <b>Public only</b></li> <li>• <b>A mix of organisation members and the public</b></li> </ul> |
| <b>3</b>  | <b>What charge (if any) will be made for admission to persons attending the event?</b>  |   |
| <b>4.</b> | <b>If an admission charge is to be made how will the money be collected?</b>  |   |
| <b>5.</b> | <b>How many people are expected at the event?</b>   |   |
| <b>6.</b> | <b>On what date will the event or activity take place?</b>  |   |



|           |   |  |
|-----------|---|--|
| <b>7.</b> | <b>Name, address and phone number of contact in emergency</b> |  |
|-----------|---|--|

**8. About the type of accommodation to be hired.**

Please tick the accommodation or space you wish to hire

|   |  |
|---|--|
| <b>A Small room</b>   |  |
| <b>A large room ICT Suite</b>   |  |
| <b>An ICT Suite</b>   |  |
| <b>A hall or sports hall</b>  |  |
| <b>A Playing Field only</b>   |  |
| <b>A Playing Field with access to the School</b>  |  |
| <b>Other:</b><br><i>(if the accommodation you require does not fit within one of the above descriptions, please describe it).</i> |  |

**9. About any School equipment you wish to hire**

*(If you wish to hire any equipment from the school please describe it here. Please contact the School if you wish to know what equipment is available for hire).*

|  |
|--|
|  |
|--|

**10. About the date(s) you wish to hire the accommodation.**

*Please insert the date or dates, and times, wish to hire the accommodation and the times you wish to hire.*

| Day | Date | Start Time | End Time |
|-----|------|------------|----------|
|     |      |            |          |
|     |      |            |          |
|     |      |            |          |
|     |      |            |          |
|     |      |            |          |
|     |      |            |          |
|     |      |            |          |
|     |      |            |          |

**11. About the Applicant's Public Liability insurance.**

*Please provide details of your organisations public liability insurance.*

|                        |  |
|------------------------|--|
| <b>Name of Insurer</b> |  |
|------------------------|--|

|                                |  |
|--------------------------------|--|
| <b>Policy Number</b>           |  |
| <b>Date when policy starts</b> |  |
| <b>Date when policy ends</b>   |  |

**SECTION B**

**TO BE COMPLETED BY THE SCHOOL**

**AMOUNT OF CHARGES**

*Based upon the information supplied in your application form the charges for hire of the accommodation will be:*

|   |   |
|---|---|
| <b>For a single event</b>                       | £ _____ (per hour)                          |
| <b>For a repeating event</b>                    | £ _____ (per hour)<br>£ _____ (per session) |
| <b>Other charges</b><br><i>(Please specify)</i> | £ _____                                     |

The following additional charges will be made:

|  |                    |
|--|--------------------|
| <b>Caretaking charges</b>                        | £ _____ (per hour) |
| <b>Charges for equipment</b>                     | £ _____            |
| <b>Security Deposit</b><br><i>(If required.)</i> |                    |

The charges will be payable: (please tick as appropriate)

|  |  |
|--|--|
| <b>In full and in advance before the Event</b>   |  |
| <b>In full and in advance at the beginning of the school term.</b>                               |  |
| <b>In advance by equal and proportionate instalments on the first day of each calendar month</b> |  |

|                               |  |
|-------------------------------|--|
| <b>Other (please specify)</b> |  |
|-------------------------------|--|

**SECTION C**

**TO BE COMPLETED BY THE APPLICANT**

I/We (the Applicant(s):

- Have read the standard hire conditions that are printed in the schedule at the end of this form and are available for inspection at the School and agree to comply with them. I understand that if the School accepts my application for hire of the accommodation by signing this agreement below I/we will be bound by these conditions and these will form a contract of hire between the school and me.
- Agree to pay the charges for the accommodation specified above in accordance with the standard conditions.
- Attach a copy of my/my organisations public liability insurance and confirm that the current premium upon the policy have been fully paid and that the policy will be effective at the time the Event takes place

|                                   |  |
|-----------------------------------|--|
| <b>Signature of the Applicant</b> |  |
| <b>Date of Signature</b>          |  |

**SECTION D**

**TO BE COMPLETED BY THE SCHOOL  
(as appropriate)**

**APPLICATION ACCEPTED**

For and on behalf of the School, We **ACCEPT** this application:

|                              |  |
|------------------------------|--|
| <b>Signed for the School</b> |  |
| <b>Name of Signatory</b>     |  |
| <b>Date of Signature</b>     |  |

**APPLICATION DECLINED**

For and on behalf of the School, We **DECLINE** this application:

|                              |  |
|------------------------------|--|
| <b>Signed for the School</b> |  |
| <b>Name of Signatory</b>     |  |
| <b>Date of Signature</b>     |  |

## Schedule

### Standard Terms for the Hire of School rooms or accommodation

Important Note: Please read these terms carefully. These terms apply if you hire rooms, playing fields or other accommodation from the School. They will, together with your application form, create a contract between you and the school.

#### MEANING OF WORDS AND PHRASES

In these terms:

- “Accommodation” means the room(s) or accommodation that You intend to hire specified in box 8 of the Application Form.
- “Application Form” means the application form for hire of rooms or accommodation submitted to Us by You to which these terms are annexed.
- “Caretaker” means the caretaker of the School to whom the Head of the School has delegated responsibility to monitor the Event. However the expression ‘Caretaker’ includes the Head acting personally and any other teacher, officer or representative of the School to whom the Head delegates responsibility to monitor the Event.
- “CRB Clearance” means any prior authorisation or investigation enabling for any person to work with or supervise children that is required by virtue of any Law or any code of practice for the time being in force.
- “Equipment” means the equipment that that You intend to hire specified in box 9 of the Application Form.
- “Event” means the event described in box 6 of the Application Form.
- “Fee” means the total of the fees specified in Section B of the Application Form.
- “Head” means the headmaster or headmistress of the School or their deputy.
- “Hire Period” means the period of hire stated in box 10 of the Application Form.
- “Insurance” means public liability insurance that is fully paid and effective at the date the Event takes place details of which are set out in box 11 of the Application Form.
- “Laws” or “Law” means all laws of whatever origin and any consents, permissions or subordinate laws derived out of those laws of whatever description for the time being in force that apply to the Event in particular but not limited to laws that concern or have a bearing upon matters of health and safety and unlawful discrimination
- “Payment Days” means the date or dates for payment of the Fee specified in Section B of the Application Form.
- “Security Deposit” means the security deposit (if any) specified in Section B of the Application Form.
- “Risk Assessment” means a written assessment of risks associated with and appropriate to the Event undertaken prior to the Event as required by any relevant Law, any relevant code of practice, or as may expressly demanded by the School or as a reasonable and prudent person would undertake, whichever standard of assessment of risk is the higher.
- “School” means the school of which the Accommodation forms part.
- “We” or “Us” means the Metropolitan Borough Council of Sefton acting through the ostensible authority of the Head and ‘Our’ means belonging or pertaining to Us.
- “You” means the person, persons company or organisation identified in Box 1 of the Application Form whose address appears in Box 2 of the Application Form and ‘Your’ means belonging or pertaining to You.

#### TERMS

##### Hire of the Accommodation.

1. In return for payment of the Fee We agree to hire the Accommodation to You for the Hire Period upon the following terms:

##### Payment of Fee.

**2.1 You must pay the Fee to Us as follows:**

**2.1.1 In advance on the Payment Days, or:**

**2.1.2 If no Payment Days are specified then at least seven working days before the Hire Period begins.**

**2.1.2 If the Fee attracts Value Added Tax (VAT):**

**2.12.1 Unless the Fee is stated expressly to be inclusive of VAT the Fee shall be deemed to be exclusive of VAT and liable to the addition of VAT as required by law and**

**2.12.2 You shall pay the VAT on demand on receipt of a VAT Invoice.**

### **Continuation of the Event beyond the Hire Period**

**3.1 The Event must not continue beyond the Hire Period except with the express permission of the Caretaker.**

**3.2 If the Event continues beyond the Hire Period:**

**3.2.1 You must end the Event when the Caretaker requires it to be ended.**

**3.2.2 the terms of this agreement (particularly concerning Insurance) continue to apply to the overrunning period of the Event.**

**3.2.3 You shall (at Our discretion) pay to Us on demand a further Fee that is in proportion to the amount of time overrun.**

### **Payment of Security Deposit**

**3.1 If the Application Form states that a Security Deposit is payable:**

**3.2 You to pay the Security Deposit upon Our acceptance of the Application if We ask or at least seven working days before the Hire Period begins.**

**3.3. If You break these terms and We terminate this agreement We may at Our discretion apply the Security Deposit towards making good Our loss otherwise We shall return the Security Deposit to You within seven days of the end of the Hire Period or credit it to payment of the Fee.**

### **Insurance of the Event and Indemnities**

**3.1 You must have effective Insurance throughout the Hire Period.**

**3.2 You must produce the Insurance policy to Us plus the receipt for payment of the premium (or other evidence that the Insurance policy is effective during the Hire Period) at least seven days before the Hire Period begins.**

**3.3 Unless (and insofar as) the law may require We are not obliged to Insure for You unless We expressly agree to do so in writing.**

**3.4 You must tell Us immediately if You become aware of any matter that invalidates or may invalidate Insurance.**

**3.5 You must not hold the Event if you know or believe that Your Insurance is ineffective.**

**3.6 To the extent that the Law allows You shall indemnify Us against any costs, claims, demands or liability that We incur or suffer arising from the Event or Your use of the School or the Accommodation or that We would not have not incurred or suffered had the Event not taken place. This proviso does not apply to death or personal injury.**

### **Cancellation of the Event by You.**

**4.1 You may cancel the Event by notifying Us in writing ('the Cancellation Notice').**

**4.2 If You serve the Cancellation Notice at least three days before the Hire Period begins We will refund any Fee and the Security Deposit that You may have paid to Us for the Hire Period.**

4.3 If You serve the Cancellation Notice within three days of the start of the Hire Period or the Event does not take place and You have not served the Cancellation Notice We are not obliged to refund the Fee or any part of the Fee that You may have previously paid and any Fee that You have not paid to Us remains due to Us and is recoverable by Us from You as a debt.

#### **Cancellation of the Event by Us.**

5.1 We may cancel the Event by notifying You in writing ('the Cancellation Notice') if:

5.1.1 You have not paid the Fee or (if demanded) the Security Deposit on the date that You are required to pay it.

5.1.2 You do not provide evidence of effective Insurance or the evidence that You do provide is, in Our reasonable opinion, inadequate.

5.1.3 You breach any of the terms of this agreement.

5.1.4 The Accommodation is damaged or unsafe or unavailable for reasons beyond Our control.

5.1.5 In Our reasonable opinion it is unsafe for the Event to go ahead having regard to the risks revealed by the Risk Assessment

5.1.5 In Our opinion the nature of the Event or surrounding circumstances or a change in circumstances relevant to the Event renders the holding or continuation of the Event undesirable or would bring the School into disrepute whether or not We have previously approved the Event. In deciding whether the Event is undesirable or would bring the School into disrepute We shall act objectively and in good faith however Our decision on the matter shall be final.

5.1.6 Any payment that You owe to Us or any credit that We may have extended to You in respect of previous periods of hire of Accommodation within the School remains unpaid after having been demanded.

5.2 To cancel the event We must notify You in writing but We may notify verbally in the case of emergency or circumstances beyond Our control.

#### **Conduct and supervision of the Event**

6.1 You must take reasonable care to avoid damaging the Accommodation and any Equipment.

6.2 You must return any Equipment to Us in a reasonable state (fair wear and tear excepted).

6.2 You must not use or permit the Accommodation to be used for any illegal or immoral purpose.

6.3 If the Event requires permission from any third party (apart from Us) to take place You must obtain the permission of that third party.

6.4 You must ensure that all persons at the Event attending the Event are familiarised (in the case of buildings) with the fire exits and evacuation procedures and comply with reasonable fire safety procedures.

6.5 If an accident occurs You must comply with the reasonable directions of the Caretaker concerning the reporting of accidents.

6.6 You must exercise reasonable control and supervision of all persons attending the Event (particularly children) and in particular you must:

6.6.1 Not allow footwear liable to damage flooring.

6.6.2. Not allow smoking or chewing of gum

6.6.3 Comply with any other reasonable direction of the Caretaker.

6.7 You must undertake a Risk Assessment, act to minimise the risks revealed by the Assessment ('Risks') and notify the Caretaker of any Risks.

**6.8 You must comply with all Laws.**

**6.9 Insofar as the Law requires You must obtain CRB Clearance in respect of any adult at the Event supervising children**

**6.10 You must not erect signage for the Event other than as We approve.**

### **General Matters**

**7.1 We agree to comply with all Laws insofar as they apply to Us and We have not lawfully delegated their observance to You under this agreement.**

**7.2. You make no representation to You that the Accommodation is suitable for the Event.**

**7.3 Your hire of the Accommodation includes the right to obtain reasonable access and egress over other parts of the School that the Caretaker reasonably specifies in order to gain access and egress to and from the Event for the duration of the Event but does not include a general right of access over the School.**

**7.4 We do not accept your application to use the Accommodation or terminate it We may give You reasons for doing so but are not obliged to do so unless compelled by law.**

**7.5 The Fee is exclusive of value added tax (VAT) and We reserve the right to add VAT to the Fee if the law requires.**

**7.6 This agreement is personal to You must not assign it in whole or part or create any interest derived out of it.**

**7.7 The Contracts (Rights of Third Parties) Act 1999 does not apply to this agreement and no person other than the parties to it shall be entitled to enforce it.**

**7.8 In this agreement:**

**7.8.1 an obligation not to do a thing shall be construed as an obligation not to allow that thing to be done by another.**

**7.8.2 words that import one gender import any other gender.**

**7.8.3 words that import the singular import the plural and vice versa.**

**7.8.4 words cognate with a defined expression shall be construed accordingly.**

**7.9 This agreement does not confer upon You the right to occupy the Accommodation in a way that excludes Us from it and We shall have free and uninterrupted access to the Accommodation at any time for any reasonable purpose whether connected with the use of the School or otherwise.**

**7.10 This agreement is not intended to create a relationship of landlord and tenant.**

**END OF APPLICATION FORM**