

## Terms of Hire

Your attention is drawn in particular to clause 2.4, clause 4.12.2 and clauses 11.1 to [11.9] [OR] [11.11].

### 1 Interpretation

1.1 The following definitions apply:

**Agreement:** The agreement (comprising the Cover Letter and these Terms of Hire) under which You hire the Facilities. The Agreement includes any schedules listed in the Cover Letter.

**Cover Letter:** the cover letter to which these Terms of Hire are attached setting out the particulars of the hire (such as price and the name of the Hirer).

**Controller:** As defined under any Data Protection Law.

**Data Protection Law:**

(a) the Data Protection Act 2018, the GDPR (to the extent applicable), the UK GDPR, any other applicable law concerning data protection, privacy or confidentiality and any subordinate or related legislation;

(b) any guidance, codes of practice or instruction issued by the ICO (or any other relevant supervisory authority) from time to time; and

(c) any other applicable laws concerning data protection, confidentiality or privacy which may come into force from time to time in any relevant jurisdiction.

**Data Subject:** an individual who falls under the definition of data subject under any Data Protection Law.

**Event Outside Our Control:** has the meaning given in clause 2.6.

**Facilities:** the facilities (forming part of the School Premises) to be hired as set out in the Cover Letter including any of Our equipment used, or to be used, in connection with the Facilities.

**Facilities Hire:** the provision of the Facilities by Us and Your use of them as set out in the Cover Letter.

**GDPR:** Regulation (EU) 2016/679 of the European Parliament and the Council of 27 April 2016, otherwise known as the General Data Protection Regulation.

**Grab Sheets:** has the meaning given in clause 4.12.2.

**Hire Date(s):** the date(s) and time(s) set out in the Cover Letter.

**Hire Fee:** the charges payable by You for the Facilities Hire, as set out in the Cover Letter.

**Hire Rules:** the additional rules which apply to the Facilities Hire. Hire Rules will be listed in the Cover Letter as a schedule where they are applicable.

**Hirer Staff:** each and every member of staff employed or engaged by You, or on Your behalf who will, or is due to, attend the School Premises.

**Laws:** all applicable laws, regulations, guidelines, approved codes of practice and guidance and includes, without limitation the Health and Safety at Work etc. Act 1974, and all regulations made under the Act and all other applicable regulatory requirements.

**Licence:** the licence described in clause 7.1 below.

**Personal Data:** any information which falls within the definition of "personal data" under any Data Protection Law.

**Processing, Processed and Process:** as described in the GDPR.

**Purposes:** the purposes described in clause 12.

**Regulated Activity:** a regulated activity with children as defined in the Safeguarding Vulnerable Groups Act 2006 (as amended from time to time) that is the reason for the Facilities Hire or which will form part of the Facilities Hire.

**Relevant Personal Data:** has the meaning given in clause 12.1.

**School IPR:** the School's name, crest and logo, any other intellectual property rights owned by the School and/or St Helen's Enterprises Limited or licensed by a third party to the School and/or St Helen's Enterprises Limited, and any intellectual property rights in any materials, documents or items which We prepare or produce for You in connection with the Facilities Hire.

**School:** St.Helen's School Northwood, with registered office at St Helens School, Eastbury Road, Northwood, Middx, HA6 3AS and charity number 312762 and company number 00420867.

**School Premises:** the land and buildings at the School that are owned, used or controlled by the School and/or St Helen's Enterprises Limited, including all premises and land where Facilities are located.

**Service Provider:** has the meaning given in clause 4.4 below.

**Special Conditions:** the special conditions included in the Cover Letter.

**Terms of Hire:** These terms of hire.

**UK GDPR:** the UK GDPR as defined in sections 3 (10) and 205 (4) of the Data Protection Act 2018. .

**Visitor:** anyone You bring, invite or allow onto the School Premises such as friends, family, guests, delegates or customers of Yours, Hirer Staff and anyone who provides services for You such as caterers.

**You:** the person or persons named as the Hirer in the Cover Letter.

## 2 **Our obligations**

- 2.1 We will carry out Our obligations under the Agreement with reasonable skill and care.
- 2.2 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.
- 2.3 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.
- 2.4 **Unless the Cover Letter provides otherwise, You must have insurance in place with cover of at least £1M 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). You must produce the insurance certificate and schedule of cover and the receipt for the premium for the full period of the Facilities Hire.**
- 2.5 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.
- 2.6 An Event Outside Our Control means any act, event, non-occurrence, omission or accident beyond Our reasonable control or without limitation, any of the following to the extent that it is beyond Our reasonable control:
  - (a) acts of God, flood, drought, earthquake, or other disaster;

- (b) epidemic or pandemic or a realistic prospect of either;
- (c) outbreak of Swine Flu, Avian Flu, SARS Coronavirus Covid-19, or any similar occurrence;
- (d) terrorist attack, civil war, civil commotion or riots;
- (e) change in law;
- (f) fire, explosion or damage;
- (g) loss during transport;
- (h) adverse weather conditions (including unusual temperatures);
- (i) interruption or failure of utility service, including, but not limited to, electric power, gas or water;
- (j) any labour dispute, including, but not limited to, strikes, industrial action or lockouts; or
- (k) collapse of building structures, failure to obtain raw materials, failure of machinery, computers or vehicles.

2.7 Our obligations under the Agreement will be suspended for the period that the Event Outside Our Control continues. 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 and to limit the impact of the Event Outside Our Control on the performance of Our obligations under this Agreement. However, if an Event Outside Our Control occurs, this may mean that You are unable to use the Facilities described in this Agreement, and We may be unable to provide other associated services described in this Agreement.

2.8 If We tell You that an Event Outside Our Control has happened and that our obligations have therefore been suspended, then You may cancel the Agreement. Should this happen, You will be liable for an amount equal to 50% of the Hire Fee, plus an additional amount equal to any costs that we have incurred in preparation for Your use of the Facilities (and we will refund any amounts that You have already paid in excess of that).]

### 3 Hire Fee

3.1 We will invoice You for the Hire Fee (together with any VAT payable on the Hire Fee). The due date for payment of each invoice shall be 7 days following the date of the invoice. Where We are obliged to account for VAT in respect of the Hire Fee, We shall add VAT at the prevailing rate from time to time in respect of each invoice.

3.2 Where specified in the Cover Letter, You will pay a Deposit to Us. The Deposit is payable to reserve the Facilities for You and will be applied against your invoice of the Hire Fee. You must pay the Deposit within 7 days of the date the attached Cover Letter 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.**

3.3 The Hire Fee and any applicable Deposit shall be paid in pounds sterling and where We are required to account for VAT, We shall add VAT at the prevailing rate from time to time.

3.4 If You fail to make any payment due to Us under this Agreement by the due date for payment confirmed by this clause 3 then You shall pay interest on the overdue amount at the rate of 8% above the Bank of England Base Rate per year 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).

## 4 Your obligations

- 4.1 You are accepting these terms and conditions as a business customer. 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. If this clause is incorrect and You are not a business customer, please notify Us immediately and We will replace these terms and conditions with the appropriate terms and conditions of hire.
- 4.2 In the unlikely event that the Facilities do not conform with the Agreement, please let Us know as soon as possible.
- 4.3 You are responsible for all Visitors. This means that any obligation in the 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.
- 4.4 You must seek prior written approval from Us if You intend to use any person (a **Service Provider**) to provide any services as part of Your hire of the Facilities (for example musicians). You must ensure that any such Service Provider (and their staff) have been given a copy of, and shall comply with, the Hire Rules. You must ensure that any Service Provider has adequate insurance cover and any relevant certifications, and must be able to provide copies of this at request, any Service Provider (and their staff) shall be Visitors for the purposes of the Agreement (which means that You are responsible for their conduct). You must comply with the provisions of this clause 4.4 even if the Service Provider is a friend or family member.
- 4.5 All School IPR belongs to the School. You must not use School or the Company's IPR without Our prior written permission. This means, for example, that You cannot use the School name or crest on promotional material without Our prior written permission.
- 4.6 You are not permitted to circulate or display any promotional material within the School grounds or attach to School property without Our written permission.
- 4.7 Directional signage must only be displayed in the School grounds in locations that have been approved in writing by Us. Excessive signage for this purpose will not be permitted.
- 4.8 You acknowledge that We are subject to regulation by external bodies and You agree that You will give Us all the assistance that We reasonably require to comply with Our legal and regulatory requirements. You therefore agree to comply with the provisions of this Agreement to enable Us to comply with the relevant Laws.
- 4.9 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 Laws. 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 Laws, We shall be entitled to take such action as it deems necessary to ensure that We continue to comply with all relevant Laws.
- 4.10 You agree to indemnify Us and keep Us indemnified against any liability, loss, costs or expenses suffered by Us as a result of or arising from any breach of the relevant Laws 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 Laws or the requirements of any other regulatory body by us.
- 4.11 The limitations and exclusions on liability set out in this clause apply to the School to the same extent that they apply to Us.
- 4.12 You and Your Visitors must:
  - 4.12.1 comply with all the requirements of health and safety and fire legislation and the Hire Rules (if any);

- 4.12.2 follow any relevant guidance or instructions on any equipment signs or notices and comply with Our policies or 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. **Grab Sheets are located at each School facility giving information on procedures in case of fire, contact details, emergency services and facility addresses. Please ensure that You and Visitors have read the Grab Sheet prior to using the Facilities;**
- 4.12.3 observe all rules and instructions relating to the use of the Facilities;
- 4.12.4 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;
- 4.12.5 immediately report to Us any accident, injury or reportable disease or dangerous occurrence which occurs during the Hire Period. Such report must include name, age and address of injured person; type of injury/disease and circumstances in which injury occurred; whether any injured persons were taken to hospital or not; and such other information reasonably required by Us in order to discharge Our legal obligations including, but not limited to, those under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (SI 2013/1471);
- 4.12.6 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 the equipment or Facilities and should immediately report any faults to a member of Our staff;
- 4.12.7 promptly report to Us all damage, breakages or losses that occur on the School Premises and which You or a Visitor becomes aware of (even if these are not Your fault or the fault of the Visitor);
- 4.12.8 comply with Our staff's reasonable instructions and requests and treat them with respect;
- 4.12.9 at Our request provide Us with risk assessments and method statements, including those from third party contractors where applicable, such as outside providers of technical equipment;
- 4.12.10 not use the School Premises or the Facilities for any illegal or immoral purpose;
- 4.12.11 not enter any part of the School Premises except where required in order to access the Facilities and along such routes designated by Us;
- 4.12.12 drive carefully when entering / leaving the School Premises, adhering to the [•five] miles per hour speed limit within the School grounds;
- 4.12.13 not smoke on the School Premises, and not consume or bring onto the School Premises any alcoholic beverages (unless otherwise agreed), drugs, solvents, weapons, computer hacking equipment, pornography or anything else which is illegal to possess or to bring onto the School Premises, or which presence on the School Premises could bring the School into disrepute or could reasonably damage the reputation of the School;
- 4.12.14 inform Us in advance if You are expecting any disabled Visitors to make use of the Facilities;
- 4.12.15 take all reasonable precautions to ensure the health and safety of Your Visitors while using the School Premises;
- 4.12.16 not do or permit any act that would make any insurance policy covering the School Premises or the Facilities void or voidable or increase the premium;
- 4.12.17 not do anything that may cause a nuisance or annoyance to Us or to any other occupier of adjoining or neighbouring premises or the School Premises;
- 4.12.18 ensure that at the end of the Licence the School Premises and the Facilities are:-

- (a) cleared of Your effects;
  - (b) left in good repair and clean and tidy condition in accordance with the provisions of the Agreement;
  - (c) And Our equipment is not removed.
- 4.12.19 allow Us to have access to the School Premises and the Facilities at all times in order to clean them and also to inspect them and to carry out repairs to the structure, roof, exterior and services;
- 4.12.20 not share occupation or possession of the Facilities and not allow any unauthorised persons access to the Facilities;
- 4.12.21 not use blu tak, adhesive tape, nails or similar materials to attach anything to the School Premises or the Facilities;
- 4.12.22 not change the heating or lighting controls or other electrical and building services equipment in the Facilities (except where reasonable to do so);
- 4.12.23 not allow anyone other than You, or Visitors, to enter or occupy the School Premises;
- 4.12.24 not in any way impede Us in the exercise of Our rights of possession and control of the School Premises;
- 4.12.25 ensure that all cars and other vehicles belonging to, or used by, You or Your Visitors are parked in accordance with Our directions notified to You from time to time and not on adjacent land or roads;
- 4.12.26 not exceed applicable legal noise levels and ensure that noise levels are appropriate and reasonable for the use of the Facilities;
- 4.12.27 only use on the School Premises equipment approved by Us, and We have the right to ban the use of any equipment, and require You to remove such equipment, from the School Premises;
- 4.12.28 observe all laws, licences and regulations relating to the School Premises and the use of the School Premises;
- 4.12.29 not use the School Premises for the performance of any musical or dramatic work, or playing of any musical or other recordings or for the delivery of any lecture, in circumstances which infringe copyright. You shall indemnify Us against any costs and claims arising by reason of a failure to comply with this condition. Further You shall pay all authors, composers, publishers, any fees or royalties which may be payable arising from such use. Any fee payable to the Performing Rights Society Limited and/or Phonographic Performance Limited will be collected by Us by way of a [● 5%] fee added to the Hire Fee. You will be responsible for completing required copyright collection society returns giving details of all musical works to be performed or recordings to be played during such hire and this must be handed to Us prior to the start of Your Hire Period;
- 4.12.30 use equipment and Facilities responsibly at all times, and take appropriate care for Your own safety and that of Your Visitors and other users;
- 4.12.31 not use sports Facilities or equipment if there are concerns about fitness or if feeling unwell or are under the influence of alcohol or drugs;
- 4.12.32 use the equipment and Facilities in accordance with any instruction;
- 4.12.33 not use any equipment or Facilities unless satisfied that You (or your Visitors as the case may be) are competent to do so safely and properly. You must check with Our staff if You or Your Visitors are in any doubt;
- 4.12.34 use all equipment and Facilities safely and properly and in accordance with the instructions for use;

- 4.12.35 not tamper with or misuse equipment or use equipment or Facilities which have been withdrawn from use pending repair or for any other reason;
- 4.12.36 not use the Facilities if such use could cause injury or harm to any person, without first putting the appropriate measures in place. 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; and
- 4.12.37 not make any alterations or additions to the Facilities or School Premises.
- 4.13 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.
- 4.14 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 shoes are not permitted [in the sports hall or on the squash courts].
- 4.15 You are responsible for and shall pay Our costs and expenses in connection with making good any loss, theft, damage or destruction to any part of the School Premises (including any decorations, fixtures or fittings), any Facilities, equipment or anything else on the School Premises, caused by You or a Visitor. As an exception, You will not be liable for any loss, damage or destruction caused by fair wear and tear.
- 4.16 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.
- 4.17 Any requests to change Your booking must be provided in writing within 7 days prior to the commencement relevant booking date. We do not guarantee to be able to meet any request for a change, and any such change will be at Our sole discretion (depending, in particular, on the availability of the facilities). Where we are able to offer You a change to Your booking, We will notify You if that change to the booking will result in any additional Charges being payable.
- 4.18 You must tell us promptly if any information You provide becomes out of date or is no longer correct.

## 5 **Compliance Obligations in relation to Pool Hire**

- 5.1 The following provisions will apply where the Facilities involve the use of a swimming pool:
  - 5.1.1 You should ensure that Your use of the swimming pool complies with applicable health and safety and fire safety Laws and relevant guidance, including but not restricted to HSE guidance HSG 179(2018) Health and safety in swimming pools.
  - 5.1.2 You must ensure that you carry out a suitable and sufficient risk assessment in relation to pool supervision with reference to the guidance in HSG 179.
  - 5.1.3 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;
  - 5.1.4 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 4.12.2). You must confirm that You have read and understood the relevant sections from the Pool Safety Operating Procedure (PSOP) including the Normal Operating Procedure (NOP) and Emergency Action Plan (EAP), a copy of which will be provided to You;

- 5.1.5 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;
- 5.1.6 it is Your responsibility to ensure that all Visitors are fit to use the swimming pool;
- 5.1.7 no photography by any device is permitted unless the use of the swimming pool is a private hire, in this case it is Your responsibility to obtain photo consent; and
- 5.1.8 You must ensure that appropriate systems to monitor activities involving children are in place.

## 6 **Safeguarding**

- 6.1 You shall (and You shall require any Service Provider approved by Us under clause 4.4 to) comply with the obligations set out in this clause 6 unless We have indicated otherwise in the Cover Letter.
- 6.2 You shall comply with our safeguarding policy.
- 6.3 You shall provide Us with the names of all Hirer Staff before they attend the Premises.
- 6.4 It is a condition of this Agreement that You shall provide Us with written confirmation that the following checks have been completed on each of the Hirer Staff before the Facilities Hire can commence:
  - 6.4.1 verification of identity against an official document containing a photograph of the individual;
  - 6.4.2 that a satisfactory enhanced disclosure from the Disclosure and Barring Service (DBS) has been obtained;
  - 6.4.3 that a check of the Children's Barred List has been completed and that the individual is not barred from working with children; and
  - 6.4.4 such other checks as are specified by Us from time to time in order for Us to comply with Our statutory or regulatory obligations.
- 6.5 You shall provide Us with a copy of the enhanced DBS certificate for each of the Hirer Staff before they can attend the Premises so that We may determine whether the Hirer Staff are suitable to attend the Premises.
- 6.6 You undertake and agree to immediately notify Us if:
  - 6.6.1 any of the Hirer Staff are or become barred from working with children or adults;
  - 6.6.2 any of the Hirer Staff are the subject of a referral to the DBS or any successor body;
  - 6.6.3 any of the Hirer Staff are arrested, charged or convicted of any criminal offence, the circumstances of which could have an impact on the welfare of children or adults;
  - 6.6.4 any of the Hirer Staff receive a police caution, reprimand or warning, the circumstances of which could have an impact on the welfare of children or adults;
  - 6.6.5 there is a formal child protection investigation of any of the Hirer Staff or any member of their household;
  - 6.6.6 You become aware of any circumstances relating to any of the Hirer Staff that may be reasonably be considered to pose a safeguarding risk to children or adults; or
  - 6.6.7 there is any change in the circumstances of any of the Hirer Staff that affects their right to work in the UK.

- 6.7 If a notification is made under clause 6.6. You agree to provide Us with all information relevant to the notification so that We may determine whether the Hirer Staff in question are suitable to attend the Premises.
- 6.8 You undertake and agree to ensure that each of the Hirer Staff shall comply with any reasonable code of conduct issued from time to time by Us in relation to the Facilities Hire.
- 6.9 If We determine that any member of Hirer Staff is unsuitable to attend the Premises for any reason We may in Our ultimate discretion exclude that person from the Premises and prevent their future attendance at the Premises.
- 6.10 All Visitors who are not Hirer Staff must not have unsupervised access to children or vulnerable adults.
- 6.11 Where the obligations in this Clause 6 apply You must take such further steps as We require in connection with the safeguarding and welfare of children and/or adults so that We can comply with Our statutory or regulatory obligations and, upon request, provide Us with such evidence as We require regarding such steps.
- 6.12 It is a condition of this Agreement that You and Your Visitors:
  - 6.12.1 do not organise or take part in any activities or presentation that incite hatred, violence, or call for the breaking of the law take place on the School Premises;
  - 6.12.2 do nothing to encourage, glorify or promote any acts of terrorism, including individuals, groups or organisations that support such acts;
  - 6.12.3 do nothing to spread hatred and intolerance of any minority group(s) in the community;
  - 6.12.4 avoid insulting other faiths or groups, within a framework of positive debate and challenge; and
  - 6.12.5 do not raise or gather funds for any external organisation of cause.
- 6.13 Breach of this clause 6 shall be considered to be a material breach of the Agreement and shall result in immediate termination.

## **7 Licence to use the Facilities**

- 7.1 We grant You a Licence to use the Facilities on the Hire Dates. No other Hirer shall have use of those Facilities which have been specifically allocated to You during Your Hire period.]
- 7.2 The Licence is granted subject to the terms of the Agreement and the rights reserved for the benefit of Us as set out in the Agreement and as follows:
  - 7.2.1 We reserve the right to inspect, carry out repairs and maintenance (including but not limited to window cleaning and pest control), replace and modernise any part of the School Premises and Facilities and its services and take such other steps as may be necessary to erect and maintain scaffolding or other temporary structures or equipment around or within all or part of the School Premises and Facilities with consequent loss of light and inconvenience to anyone; and
  - 7.2.2 We reserve the right at any time after the end of the Hire Dates, at Your cost, to remove from the School Premises, and to store, all structures, goods, equipment, rubbish, waste and other materials brought onto the School Premises by You or Your Visitors, and after the period of 48 hours following the end of the Hire Dates, to treat any such structure, goods, equipment, rubbish, waste or other materials, regardless of their nature, state or condition, as refuse and dispose of the same.
- 7.3 Subject to the other provisions of this clause 7, 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 Visitors.

- 7.4 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 and that You are permitted to use the Facilities as licensee only.
- 7.5 Where applicable, We reserve the right to relocate the Facilities available for Your use to another part of the School Premises on reasonable prior notice.

## **8 Termination**

- 8.1 Subject to clause 8.2, 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.
- 8.2 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:
- 8.2.1 any failure by You to pay the Hire Fee by any of the due dates for payment;
- 8.2.2 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;
- 8.2.3 any breach of the Agreement by You which could endanger Your health or safety or the health and safety of someone else;
- 8.2.4 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;
- 8.2.5 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;
- 8.2.6 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;
- 8.2.7 if anything happens, or there are any circumstances, in relation to the Agreement or the Hirer which in Our reasonable opinion raise child protection concerns.
- 8.3 If the Agreement is for a term of more than one year, We may terminate the Agreement at any time by giving You at least six months' prior written notice. We will refund any Hire Fees paid by You in respect of any future hires which have not yet taken place and which have been terminated under this clause 8.3 save that We reserve the right to apply such sums to pay any amount You owe to Us (such as our charges for any damage to the Facilities You are responsible for).

## **9 Consequences of Termination**

- 9.1 Termination of the Agreement for any reason shall not affect the accrued rights and remedies of Us existing at termination.
- 9.2 On termination of this Agreement for any reason:
- 9.2.1 the Licence shall automatically terminate;
- 9.2.2 You shall immediately pay any outstanding unpaid Hire Fees due to us; and
- 9.2.3 You shall cease any use of School or Company IPR and shall destroy any document containing any School IPR and any document or record embodying confidential information of St Helen's Enterprises Limited .
- 9.3 The Special Conditions and the following clauses shall survive expiry or termination of the Agreement and shall continue in full force and effect: 8, 9, 10, 11, 12 and 13 and any other clause which expressly or by implication has effect after expiry or termination of the Agreement shall continue in full force and effect.

## 10 Cancellation

- 10.1 If You unilaterally cancel the Facilities in respect of any Hire Date, and subject to the provisions of clauses 10.3 and 10.4, the Hire Fee relating to each cancelled Hire Date 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

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- 10.2 We are entitled to unilaterally cancel the Facilities Hire before the first Hire Date, by giving You 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 this clause 10.2.
- 10.3 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):
- 10.3.1 the Hire Fee to the same extent that You would have been liable but for the termination; and
- 10.3.2 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.
- 10.4 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.
- 10.5 To exercise the right to cancel a Hire Date or the Facilities Hire, You must inform Us of Your decision to cancel by way of a clear written statement.
- 10.6 Without limiting any other remedies or rights that We may have, if You do not pay the Hire Fee by the due date:
- 10.6.1 We may cancel or suspend the Facilities Hire or any other services until You have paid the outstanding amounts; and
- 10.6.2 You (and Your Visitors) must vacate the School Premises if We ask You to.

## 11 Liability

- 11.1 **Subject to clause 11.9 below, We do not have any liability for any items (such as clothes, money or sport equipment) brought onto the School Premises unless 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.**
- 11.2 **We have no liability for damage to cars parked on the School Premises.**
- 11.3 **The total value of any items (excluding vehicles) brought onto the School Premises by You must not exceed [• £10,000] (including any items brought onto the School Premises by Visitors).**

- 11.4 **Subject to clause 11.9 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.**
- 11.5 **Subject to clause 11.9 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.**
- 11.6 **Subject to clause 11.9 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.**
- 11.7 **Subject to clause 11.9 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.**
- 11.8 **Subject to clause 11.9 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 which we receive from you in any year.**
- 11.9 **Regardless of anything else in the Agreement, We do not exclude or limit in any way, Our liability for:**
- 11.9.1 **death or personal injury caused by Our negligence;**
- 11.9.2 **fraud or fraudulent misrepresentation; or**
- 11.9.3 **any liability which cannot be excluded by law**
- 11.10 **The limitation of liability set out in clauses 11.1 to 11.9 applies to the School to the same extent that it applies to Us.**
- 11.11 **Where We have a right under the Agreement You agree that the right may be enforced by the School in so far as we do not exercise that right. For example, if You damage the Facilities the School may claim compensation from You in accordance with this Agreement if We decide not to.**

## 12 **Data protection**

- 12.1 We use Personal Data which We Process in connection with this Agreement or the Facilities Hire (**Relevant Personal Data**) to:
- 12.1.1 administer the Facilities Hire;
- 12.1.2 keep You updated about events and activities which may be of interest to You
- 12.1.3 enable Us to improve the services We offer (including to You); and
- 12.1.4 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),  
(together, the **Purposes**).

- 12.2 Further information on how We use Personal Data, including for the Purposes, can be found on our website. You must provide a copy of this notice to Your Visitors (in the manner and format specified by us) if We ask You to do so.
- 12.3 Each party shall comply with Data Protection Law in connection with its Processing of Relevant Personal Data. For the avoidance of doubt, this clause 12.3 constitutes a contractual obligation on each party to comply with Data Protection Law.
- 12.4 Subject to the other sub-clauses of this clause 12, each party shall, where Processing Relevant Personal Data as a Controller, be responsible for its own compliance with Data Protection Law.
- 12.5 Each party shall ensure that it has a lawful basis for supplying Relevant Personal Data to the other and that such sharing complies with Data Protection Law.
- 12.6 We may share Relevant Personal Data with the School for any of the Purposes.
- 12.7 We reserve the right to take photographs and videos of events taking place on the School Premises for use in connection with publicity. This will include publication in [• School publications, in social media and on the School website]. Where appropriate, we will seek specific consent for this. 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.

### 13 **General**

- 13.1 The only parties to the Agreement are You and Us. Save to the extent that the Agreement confers rights or benefits on the School, a person who is not party to the Agreement shall not have any rights under or in connection with it.
- 13.2 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.
- 13.3 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 or as the case may be the School may enforce Our rights in School IPR in any relevant jurisdiction.
- 13.4 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.
- 13.5 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.