



Moss Hall Schools Federation Conditions of Use of Premises

1. Definitions

In this agreement:

Activity means the activity or events carried out for the duration of the Booking on the Premises;

Booking means any and all periods of time during which the Hirer is permitted to use the School Facilities and (where appropriate) the equipment as stated in the Hire Agreement;

Force Majeure means, as regards a Party, the occurrence of circumstances beyond the reasonable control of that Party including (and without limitation) industrial action, strikes, lockouts, blockades, riots, acts of war, piracy, destruction of essential equipment by fire, explosion, storm or intemperate weather, unfitness of playing fields for use, flood, earthquake, failures of, shortages in or a loss of access of equipment, power, supplies, fuel or transport facilities;

Hirer means (a) the person, organisation, club, firm, group or company with whom the Hire Agreement is made; and (b) any person under the control of, connected with or on the Premises with the consent of the Hirer, including participants, members, leaders, parents or guardians and spectators;

Hire Agreement means the agreement between the Hirer and the Provider entered into upon the Provider notifying the Hirer in writing that it has accepted their booking;

Hire Charges means the charges set forth in the Hire Agreement as varied from time to time in writing on the Provider's behalf, including any late payment charges, deposits or interest amounts;

One-off Booking means the use of a School Facility for one specific period only as set out in the Hire Agreement.

Parties means the parties to the Hire Agreement;

The Provider (or School) means Moss Hall Schools Federation as signatory to the Hire Agreement and also (where the context permits) its assigns and any sub-contractor for the School;

Premises means buildings, facilities or estate that belongs to, or are under the control of the Provider;

Regular Booking means use of a School Facility on a periodic basis (e.g. every week) as set out in the Hire Agreement;

School Facility means: (a) that part of the Premises provided to the Hirer in connection with their use; and (b) any equipment, fixtures and fittings under the ownership, possession or control of the Provider or otherwise present on the School estate that is made available to the Hirer or to which the Hirer has access for use in connection with their Activity;

School Staff means any employee of Moss Hall Schools Federation with responsibility for the Premises and equipment.

1.2 Words in the singular shall include the plural and vice versa, references to any gender shall include the other and references to legal persons shall include natural persons and vice versa.

1.3 Any words following the terms "including", "in particular", "for example/e.g." or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

2. General

2.1 These Terms and Conditions of Hire shall apply to the Hire Agreement to the exclusion of any other terms and conditions contained or referred to in any order, letter, form of agreement or other communication sent by the Provider to the Hirer and the provisions of these Terms and Conditions of Hire shall prevail unless expressly varied in the Hire Agreement or otherwise writing on the Provider's behalf.

2.2 Any concession made or latitude allowed by the Provider to the Hirer shall not affect the strict rights of the Provider under these Terms and Conditions of Hire.

2.3 For Regular Bookings, the Provider reserves the right on sixty (60) days' prior notice at any time to alter or amend the whole or any of these Terms and Conditions of Hire. If any such alteration or amendment is to the material detriment of the Hirer, the Hirer may terminate the Hire Agreement upon no less than thirty (30) days' written notice (to take effect on the effective date of the alteration or amendment).

3. Payment

3.1 In consideration of the provision of the School Facilities the Hirer agrees to pay the Hire Charges to the Provider – all invoices are to be paid on receipt and in advance of the booking, unless otherwise agreed in the Hire Agreement. Failure to pay an invoice within the agreed time may result in the Hirer losing future bookings.

3.2 The Hire Charges shall be payable in accordance with the schedule set out in the Invoice and/or Deposit Invoice.

3.3 The Provider agrees that each invoice issued by it to the Hirer will include details of the Booking, as regards the School Facilities, to which the invoice relates: (a) The date on and time at which the School Facilities were provided; and (b) Any specific charges for damage or loss suffered by the Provider.

3.4 In the event that the Hirer disputes whether certain amounts contained in an invoice are properly due, but does not dispute all sums contained in the invoice, the Hirer shall pay promptly the sums not reasonably in dispute in accordance with these Terms and Conditions of Hire.

3.5 Save where the Hirer is disputing sums in good faith, in the event that sums due from the Hirer under these Terms and Conditions of Hire are overdue, the Provider shall be entitled, without prejudice to its other rights, to suspend the use of the School Facilities by the Hirer whilst sums remain overdue or alternatively may terminate the Hire Agreement.

3.6 Without prejudice to any other rights it may have the Provider shall be entitled (both before and after any judgment) to charge interest at a rate equal to the higher of the interest rate payable on court judgements or 2% above the base rate from time to time of National Westminster Bank plc on any overdue payments.

3.7 A £25 fee will be applied to any changes to bookings requested by the Hirer and agreed to by the Provider after an invoice has been raised.

3.8 Bookings that finish late (e.g. after the agreed finish time) will be charged the additional hire costs, a minimum of one hour will apply.

3.9 Charges will not be calculated on less than ½ hour periods.

3.10 A deposit of £150 CASH must be paid at the same time as the balance of your invoice. This may be retained in the event of damage (as detailed at clause 11.1) and/or extra cleaning or your letting running over the finishing time booked; otherwise it will be refunded.

4. Cancellation of Booking

One-off Bookings

4.1 Either Party may cancel a One-off Booking by giving notice in writing to the other not less than eight (8) weeks before the date of the Booking without liability to the other Party, in which case the Provider shall refund 100% of the Hire Charge to the extent already paid by the Hirer.

4.2 Where written notice of cancellation of a One-off Booking by the Hirer is received less than eight (8) weeks before the start of the Booking the Provider shall be entitled to retain:

(a) 20% of the Hire Charge for that period where notice of cancellation is given less than eight (8) weeks but more than four (4) weeks before the Hire Period;

(b) 50% of the Hire Charge where notice of cancellation is given more than two (2) weeks but less than four (4) weeks before the Hire Period;

(c) 100% of the Hire Charge where notice of cancellation is given less than two (2) weeks before the Hire Period.

4.3 The Provider reserves the right to withdraw the School Facility at any time before or during any period of hire. Where the Provider cancels a One-off Booking less than eight (8) weeks before the start of a Booking, the Provider shall (unless such cancellation is due to a termination under clause 5.1) repay all Hire Charges paid to date (including deposits required under the Hire Agreement) in respect of such a Booking.

Regular Bookings

4.4 Either Party may cancel a session of a Regular Booking by giving notice in writing to the other by or before 7 days before the start of that session.

4.5 The Provider reserves the right to withdraw the School Facilities at any time before or during any period of hire. Where the Provider cancels a session of a Regular Booking, or the School Facility is unavailable for that session, it will endeavour to provide alternative facilities within the Premises where practicable and should alternative facilities be unavailable, the Provider shall repay to the Hirer any Hire Charges paid in respect of that session.

4.6 If written notice of cancellation of a session of a Regular Booking by the Hirer is received less than 7 days before the start of the session, the Hirer shall be obliged to pay the Provider the relevant Hire Charges as if the Regular Booking had taken place.

All Bookings

4.7 The School's Staff shall have authority, in the event of bad weather or any other reasons, to declare the School Facilities unfit for use.

4.8 Unless otherwise expressly provided by this clause 4, no refunds will be made for the non-use by the Hirer of booked areas or School Facilities.

5. Termination

5.1 The Provider may terminate the Hire Agreement with immediate effect by notice in writing to the Hirer (or orally if termination takes place during the Activity):

(a) if the Hirer cancels more than 25% of the Regular Bookings within a period of one year; or

(b) if the Hirer commits a serious breach of any of its obligations under these Terms and Conditions of Hire; or

(c) if the Hirer becomes bankrupt, insolvent or enters into liquidation or receivership or is the subject of an application for an administration order or suffers an administrative receiver to be appointed in relation to the whole or any part of its assets or makes a composition or arrangement with its creditors or suffers any judgement to be executed in relation to any of its property or assets; or

(d) if in the opinion of the Provider the purpose for which the School's Facilities is to be used is one which is likely to lead to a breach of the peace or otherwise be regarded as inappropriate for holding at the School; or

(e) if the Hirer or any of its staff, contractors or guests brings illegal drugs or other illegal substances onto School premises or grounds; or

(f) if the Hirer intends to use the School Facilities for any purpose other than the Activity specified in the Hire Agreement; or

(g) if a Force Majeure event occurs with respect to the Provider; or

(h) in any other circumstances where the Provider reasonably believes that it would be to the detriment of the School, its pupils, or its reputation to hold the event for which the School Facilities have been hired.

5.2 In respect of Regular Bookings, either Party may terminate the Hire Agreement on no less than ninety (90) days' written notice to the other.

5.3 Immediately upon termination, all rights under the Hire Agreement (including access to the School Facility) shall cease.

6. Post-termination

6.1 The termination of the Hire Agreement shall not affect any rights or obligations of the Parties which accrued prior to such termination.

6.2 Any termination of the Hire Agreement shall not relieve any Party of any obligation under these Terms and Conditions of Hire which is expressed or which by implication is intended to continue after termination.

6.3 If the Provider continues to provide any School Facilities to the Hirer after the termination of the Hire Agreement this shall not be construed as a waiver of such termination of, or as a renewal of, the Hire Agreement.

6.4 Previous use of a School Facility is no guarantee that applications for subsequent bookings will be successful although every attempt will be made to accommodate recurrent bookings.

7. Sub-letting, No tenancy

7.1 The Hirer shall not sublet or reassign to any other organisation or individual the School Facility (in part or in whole), nor assign or sub-license any right or benefit under the Hire Agreement without the prior written consent of the Provider.

7.2 Nothing in the Hire Agreement shall have the effect of giving exclusive possession to any part of the School Facility or Premises to the Hirer or creating any tenancy between the School and the Hirer.

8. Insurance and Limitation on Liability

8.1 The School has arranged appropriate public liability insurance to cover legal liabilities for accidents resulting in injuries to persons (including all participants in the Activity for which the Premises are being used) and damage to property, including the Premises, arising out of the letting. This insurance is arranged with LBB/QBE. A copy of the policy is available on request.

8.2 Where the Hirer enters into this Agreement other than as a consumer (e.g. in connection with a business, trade, craft or profession), the Hirer will take out and keep in effect for the duration of the Booking public liability insurance with a limit of indemnity of not less than £2,000,000 for any one occurrence covering death, personal injury and damage to property arising out of or in connection with the Activity and the Hirer's use of the Premises and School Facilities, and shall provide evidence of such insurance on request.

Where the Hirer is an employer, the Hirer will in addition take out and keep in effect for the Booking Employer's Liability Insurance with a limit of liability of no less than £5,000,000, details of which must be supplied to the Provider on request.

The Hirer hereby confirms that its Insurer(s) has / have agreed to extend a policy to cover the use of the School Facilities on the dates stated on the Hire Agreement.

8.3 If the Hirer is entering into this Agreement as a consumer:

(a) the Provider will only be responsible for reasonable and foreseeable losses and costs incurred by the Hirer arising directly from the Provider's breach of the Hire Agreement; the Provider is not responsible for losses or costs that are not reasonable and foreseeable and does not accept liability for indirect loss, loss of profit, loss of business or other business losses; and

(b) the Hirer will be responsible for all reasonable and foreseeable losses and costs incurred by the Provider arising directly from the Hirer's breach of the Hire Agreement.

This clause is subject to clause 8.5 and does not affect the Hirer's statutory rights.

8.4 Subject to clause 8.5, where the Hirer enters into this Agreement other than as a consumer (e.g. in connection with a business, trade, craft or profession):

(a) the Provider shall not be liable for any loss of profit, or any indirect or consequential loss arising under or in connection with this Agreement;

(b) the Provider's aggregate liability to the Hirer arising under or in connection with any Booking shall be limited to the total sums paid by the Hirer for the relevant One-off Booking or, if a Regular Booking, in the 12 months prior to the event giving rise to the losses; and

(c) the Hirer shall indemnify and keep indemnified the Provider against all claims, losses, liabilities and costs (including reasonable legal costs) arising out of or in connection with (i) injury to persons or damage to property caused by or attributable to the Activity or the Hirer's use of the Premises or School Facilities, except to the extent caused by the negligence or wilful default of the Provider or its employees or agents, or (ii) the Hirer's breach of the Hire Agreement.

To the fullest extent permitted by law, all terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.

8.5 Nothing in these terms shall limit or exclude either Party's liability for death or personal injury caused by negligence to the extent preserved by section 2(1) of the Unfair Contract Terms Act 1977, fraud or fraudulent misrepresentation, or any liability that cannot legally be limited or excluded.

8.6 The Hirer will not do, or permit to be done, or leave undone, anything which may affect the School's insurance policy or policies to fire or public risk in connection with the School Facilities.

8.7 A person who is not a Party to the Hire Agreement has no right to enforce any of its terms.

8.8 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

9. Force Majeure

9.1 Neither Party shall incur any liability to the other in the event it is prevented from, hindered or delayed in the performance of its obligations under the Hire Agreement by a Force Majeure event.

10. Care of the School

10.1 The Hirer shall comply with the instructions of the School Staff at all times.

10.2 The Hirer agrees to use the School Facilities in compliance with the guidelines and conditions as advised by School Staff.

10.3 The Hirer warrants that they are competent to carry out, instruct, train, coach or lead the activity for which the School's Facilities are to be used and such competency shall be determined by the Provider.

10.4 The Hirer shall have access to toilets and common parts of the School in relation to the activities taking place as designated by the School Staff. The Hirer should not enter areas or rooms of the School, or use facilities or equipment, other than those allotted to them by prior agreement.

10.5 The Hirer shall provide sufficient supervision of their members whilst on the Premises to comply with all applicable regulations and best practice.

10.6 The Hirer shall ensure that any person given a supervisory role by the Hirer, during the Booking, must be carefully selected prior to appointment and sufficiently skilled, experienced and trained to carry out their duties.

10.7 All participants must be appropriately dressed for each Activity and supplied by the Hirer with such personal protective clothing as shall be suitable and as shall be required by law and which shall be replaced and/or removed as required.

10.8 Where an Activity taking place under the Hire Agreement involves:

- (a) Children under the age of eighteen (18); or
- (b) Adults or children suffering from mental or physical incapacity;

All persons with responsibility for organising, operating, assisting with or supervising such activities must be DBS checked and accept responsibility for registering with the DBS service and providing details of such registration to the Provider upon request.

The Hirer should not approach the School's pupils and should not share facilities (e.g. toilets and changing rooms) with them. The Hirer will also be expected to provide relevant safeguarding details as requested in the safeguarding declaration pack issued by the School. An annual updated safeguarding declaration will be required by the Hirer. Failure to comply with these requirements will result in the booking being terminated or refused.

10.9 An audience will only be permitted entry to the Premises:

- (a) if such a request has been authorised in the Hire Agreement;
- (b) the School has approved an appropriate form of ticketing and/or audience control; and
- (c) unless otherwise agreed with the Provider the Hirer ensures that adequate security and supervisory personnel are in attendance for the duration of the Booking.

10.10 The Hirer shall not exceed the agreed maximum capacity for attendees of the Activity authorised by the Hire Agreement. The Provider shall have the right to require people in excess of the agreed maximum capacity to leave the Premises.

10.11 It shall be the responsibility of the Hirer to leave the School Facilities and Premises in a condition agreed with the Provider.

10.12 Authorised representatives of the School shall have free access to all facilities at all time.

10.13 No dogs, except guide dogs, shall be permitted on the Premises at any times.

10.14 No vehicle parking facilities shall be available on the Premises, unless otherwise agreed with the Provider. All vehicles are parked at the owner's risk and the School does not accept liability for any loss, consequential loss, or damage.

10.15 The Premises will be available for occupation between the times stated in the Hire Agreement. The Hirer agrees to observe strictly arrival and departure times for Bookings.

11. Damage to School Property

11.1 The Hirer shall be responsible for any loss of or damage, other than fair wear and tear and depreciation, to School Facilities (and any equipment belonging to any individual or organisation), Premises or School grounds arising from the Booking.

11.2 The Hirer agrees to pay the reasonable costs incurred by the Provider in repairing, replacing or rectifying any such loss or damage, and the Provider may include such costs as part of the Hire Charges previously invoiced.

11.3 It is the Hirer's responsibility to supervise the use of any School Facility or equipment and to ensure its safe use and return.

11.4 No screws or nails shall be driven into the walls, floors or ceiling of the Premises or its furniture, fixtures or fittings.

11.5 For the avoidance of doubt, this clause 11 does not limit the Provider's rights under Clause 8.

12. Cleaning

12.1 It shall be the responsibility of the Hirer to ensure that School Facilities used are maintained in a clean and tidy state at all times.

12.2 The cost of any excessive cleaning and ground restoration will be charged to the Hirer.

12.3 If a School Facility is found to be in disorder at the commencement of a Booking it should be reported to a member of School Staff immediately before Activities take place.

13. Health & Safety

13.1 Whilst on the Premises the Hirer must comply with the provisions of any relevant and applicable health and safety legislation and with all reasonable health and safety procedures applied or notified by the Provider.

13.2 Fire doors and doors fitted with automatic closure shall not be interfered with.

13.3 The Hirer shall not obstruct any corridor, passage, entrance or exit of the Premises.

13.4 The Hirer shall ensure that there is no interference whatsoever with fire extinguishers or any other firefighting equipment, except in the case of emergency.

13.5 Any electrical equipment brought on to the site must have been agreed with School Staff and have a current Portable Appliance Tested (PAT) certificate i.e. less than 12 months and must be used with a Residual Current Device (RCD).

13.6 The Hirer is required to provide the Provider with written details of any accident, loss, damage, near miss or injury sustained by any person within 3 days of the date of the incident occurring.

13.7 The use of kitchen Gas/cooker facilities for frying without the use of a fryer (i.e. in an open pan/utensil) is not permitted. All such frying should be located in the area outside the kitchen where it will be the hirer's responsibility to ensure safety and that the area is cleaned after use.

14. First Aid

14.1 The Hirer should arrange for first aid qualified personnel, and an adequate first aid kit, to attend medical emergencies during each Booking.

15. Fire & Emergency Situations

15.1 The Main Contact (named on the Hire Agreement) is the nominated person responsible for ensuring fire safety throughout the booking.

The Hirer confirms that before using the Premises that they:

- a) Have read, understood and agree to abide by the obligations listed on 'Third Party Groups - Fire Safety Whilst Using the School Facilities'.
- b) Will arrange a briefing from the Provider to be shown how to operate the School fire panels, which will sound the fire alarm.
- c) Will arrange a briefing from the Provider to be shown the planned fire escape routes for the facilities that are to be used.
- d) Will ensure that when used, the School premises will be appropriately staffed at all times by a 'Group Leader' who is aware of all of the fire exits in the facilities that are to be used, and who is fully aware of the procedures listed on 'Third Party Groups - Fire Safety Whilst Using the School Facilities'.

15.2 The Provider must be informed in advance of any personnel who may require assistance in the event of an emergency.

16. Intoxicating Liquors and Substances

16.1 The Hirer will not bring on the Premises any illegal drugs or other illegal substances.

16.2 The Hirer will not bring onto or consume on the Premises any intoxicating liquors without the prior written consent of the Provider.

16.3 The Hirer will obtain all licenses, consents and approvals necessary for the planned Activity.

16.4 The Hirer shall ensure that all bottles, cans and litter are removed at the end of each period of use, save where the same have been provided as part of agreed catering arrangements.

17. Smoking

17.1 The smoking of cigarettes, pipes, cigars or any other matter on the Premises is **strictly prohibited**. It is the duty of the Hirer to inform all school users of this rule and ensure it is adhered to.

18. Noise

18.1 Noise must be kept within reasonable limits and the Hirer must comply with the instructions of the School Staff in this respect.

19. Sport

19.1 Where an Activity is a sport, the Hirer must ensure that the Activity is carried out and supervised in accordance with the appropriate rules and safety recommendations of the governing body of the sport concerned.

19.2 Where sports activities, coaching, training, tuition or martial arts are to be practiced or performed, the Hirer must be a member of a recognized professional body for the sport concerned and where appropriate, recognised by the Sports Council.

19.3 The Hirer must provide details of professional qualifications at the time of booking.

19.4 The Hirer agrees that the School Staff decision on the fitness of a ground for play will be final.

20 .Copyright And Public Performances Licences

20.1 The requirements in connection with the issue of Licences for public dancing, music or any public entertainment must be strictly fulfilled. Details of licence requirements and licence applications are available on the government's GOV.UK website. A hirer who is organising entertainment for children must have regard to the requirements of Section 12 of the Children and Young Persons Act 1933.

20.2 No musical works in the repertoire of the Performing Rights Society may be performed in public on the premises except on payment to the Society of the appropriate fee. It is the responsibility of the hirer to ascertain whether works to be performed are in the repertoire of the Performing Rights Society. Please contact them directly.

20.3 No lecture, play, opera, dramatic, musical or other work in which a copyright subsists shall be delivered or performed on the premises unless the consent of the owner of the copyright has been previously obtained by the Hirer and all the necessary fees paid. No performance of any recording on disc or tape, etc. in which any copyright subsists shall be given on the premises unless the previous consent of Phonographic Performance Limited, or other owner of the copyright has been obtained by the hirer and all necessary fees paid. The hirer must make his own enquiries as to the existence of any such copyright as aforesaid and contact them directly.

20.4 The Hirer shall indemnify and keep indemnified the School, from and against all costs and claims and demands, which may be made against the School for any breach or infringement of copyright by the Hirer.

21. Theft

20.1 The Provider accepts no responsibility for the security, loss or damage to personal property. All persons using the School Facilities must take their own precautions to protect their property.

Long Term Hirer please complete below:

FACILITY/IES REQUIRED	Start Time	Finish Time	Number of Hours
Junior Hall			
Infant Hall			
Classroom			
Field			
MUGA			
Junior Playground			
Infant Playground			
Junior Dining Hall			
Infant Dining Hall			
Shared Dining Hall			

I have read and understood the above terms and conditions and agree to be bound by them.

Name:

Club Name:

Signed on behalf of the Hirer:

Date

Signed on behalf of Moss Hall Schools Federation:

Date