



Applecroft School

Contract to Hire

1. This Contract is made up of the following:
 - a. The Hire Details;
 - b. The Terms and Conditions of Venue Hire;

2. If there is any conflict or ambiguity between the terms of the documents listed in paragraph 1, a term contained in a document higher in the list shall have priority over one contained in a document lower in the list

AGREED TERMS

1. Interpretation

- 1.1 In this Contract, the following words and expressions shall have the following meanings:

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Charges: the charges payable by the Hirer for the hire of the Venue and/or the supply of the Services, as set out in the Hire Details.

Contract: the contract between the Hirer and the School for the hire of the Venue and/or the supply of the Services in accordance with the Hire Details, and this Contract and any Schedules or documents referred to therein.

Deposit: the deposit to secure the booking, as stated in the Hire Details in respect of hires for a 'one-off' event.

- Event:** the event or function for which the Hirer is hiring the Venue, as specified in the Hire Details.
- Hire Period:** the period of time agreed for the hire of the Venue as described in the Hire Details, to include any period of time to set up and clear the Venue.
- Services:** the supply of any additional services or equipment, at the Event as specified in the Hire Details.
- Venue:** the property, or area or rooms within the property, to be hired by the Hirer, as specified in the Hire Details.

1.2 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.3 A reference to **writing** or **written** includes email.

2. Confirmation of Hire

2.1 This Contract shall come into effect on the first date of attendance for a regular hirer and for one off hires, from the date has been paid to the school. Until that time, bookings for hire will be treated as provisional.

3. Supply of Services

3.1 The School shall supply the Services to the Hirer during the Hire Period, subject to any specific timings agreed in writing by the parties before the hire of the Venue.

4. Licence and Use of Venue

4.1 Subject to Clause 8, the School grants the Hirer a right for the Hire Period to enter and use the Venue in accordance with the terms of this Contract. The Customer acknowledges that:

a) the School shall have the right to enter and use the Venue as a licensee only and no relationship of a landlord and tenant is created between the School and the Hirer by this agreement; and

- b) the School retains control, possession and management of the Venue and the Hirer has no right to exclude the School from the Venue. The School reserves the right to enter the Venue at all times during the Hire Period.
- 4.2 The Hirer must vacate the Venue by 10:00 PM on Sundays and on Public Holidays. An extension of time to vacate can be granted from time-to-time by the School, at the School's discretion, upon the School's prior written consent.
- 4.3 The Hirer agrees and undertakes:
- a) not to use the Venue other than for the Event;
 - b) to adequately supervise the doors and exits (including fire exits) whilst using the Venue and ensure that they are secure from trespassers;
 - c) not to do or permit to be done anything on the Venue which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to the School, or any owner or occupier of neighbouring property;
 - d) no sound system to be used in the outside areas without the School's prior written consent;
 - e) to comply (and ensure that its staff and agents comply) with the terms of this Contract and any instructions or notices from the School, and use reasonable efforts to ensure that any guests or other persons present at the Event so comply;
 - f) to do nothing that would put the School, its reputation and its pupils at risk from a safeguarding perspective;
 - g) that the School's outside equipment and climbing apparatus must not be used and is expressly forbidden. The Hirer will not and will ensure that its staff, agents and guests do not use the outdoor equipment and climbing apparatus;
 - h) not to cause or permit to be caused any damage to the Venue, including any furnishings, equipment or fixtures at the Venue;
 - i) not to smoke or permit smoking (including e-cigarettes) anywhere in the Venue;
 - j) not to fix any bolts, nails, tacks, screws, adhesives, tape or other such fixing devices to the walls or fabric of the Venue;
 - k) not to display any advertisement, signboards, flag, banner, placard, poster, signs or notices at the Venue without the prior written consent of the School;
 - l) not to alter, move or interfere with any lighting, heating, power, cabling or other electrical fittings or appliances at the Venue, or install or use

additional heating, power, cabling or other electronic fittings or appliances without the prior written consent of the School;

- m) to use any equipment provided by the School, as specified in the Hire Details, for its proper purpose and in accordance with any instructions provided by the School regarding its use;
- n) that the use of the Venue will include the use of the furniture present in the Venue without further charge. The Hirer is responsible, under the direction from the School's Site Manager or other representative, to put the furniture back to its original position or to such a place as will facilitate cleaning. Failure to comply with this provision may result in additional cleaning costs. The Hirer agrees to indemnify the School in respect of any costs incurred as a result of the Hirer's non-compliance with this clause.
- o) to leave the Venue in a clean and tidy condition and to remove the Hirer's decorations, displays and any other Hirer equipment from the Venue at the end of the Hire Period;
- p) to ensure that all guests leave the Venue by the time specified in the Hire Details;
- q) not to bring or permit to be brought any animal onto the Venue without the prior written consent of the School, with the exception of assistance dogs within the meaning of the Equality Act 2010.
- r) not carry out any activity which may jeopardise the School's insurance policies;
- s) not engage in any activities that could bring the School's name or reputation into disrepute;
- t) to confine activities to the part(s) of the Venue specified in the Hire Details and not use any other part/area of the School without the School's prior written consent except where necessary for access purposes.

4.4 If the Hirer intends to serve any alcoholic drinks the Hirer must:

- a) notify the School at the time of booking the Venue or immediately as the earliest opportunity thereafter;
- b) not serve alcohol to any persons under the age of 18;
- c) have the appropriate Drinks Licence in place;
- d) notify the local Chief Officer of Police at least 7 days before the use of the Venue.

4.5 If the purpose of the Event is for the public performance of a play, music, dancing or any other activity for which a licence may be required, it is the Hirer's

responsibility to ensure that an appropriate licence is secured and that the Hirer complies with its conditions of this licence.

- 4.6 Car parking facilities are available. Cars may not be left at the Venue overnight or beyond the time specified on the Hire Details.
- 4.7 The Hirer shall ensure that the guests behave in a responsible and safe manner at the Event, and the School reserves the right to remove or request that the Hirer remove guests that do not do so from the Event and the Venue.

5. Guest Numbers

- 5.1 The Schools Letting Policy indicates the maximum number of guests who can attend the Venue.

6. Charges and Payment

- 6.1 The Hirer shall pay the Charges in accordance with this Clause 6.
- 6.2 The School reserves the right to vary the Charges upon written notice. If the Hirer does not consent to any change in Charge, the Hirer must notify the School in writing within 7 days from the date of notice of change. At this point, the Hirer is entitled to terminate the hiring if they do not accept the variation in charges.
- 6.3 The School shall invoice "one-off" hires for a deposit, which shall be payable by the Hirer within 7 days of the date of the Contract which will be refunded to the Hirer after the event upon the School's reasonable satisfaction that no damage to the Venue (or any part of the School) or any undue cleaning is required.
- 6.4 Where the Event is a "one-off" event, the School's invoice shall be payable by the Hirer no less than 5 Business Days before the Event.
- 6.5 Where the Hire Details provides for regular hire of the Venue, the Hirer will pay the School's invoice within 14 days of the invoice date.
- 6.6 In addition to all of its rights in respect of this Contract, the School reserves the right to charge surcharges in circumstances where the Hirer does not vacate the Venue by the time stated in the Hire Details.

- 6.7 All amounts payable by the Hirer exclude amounts in respect of value added tax (VAT), which the Customer shall additionally be liable to pay to the Supplier at the prevailing rate (if applicable), subject to receipt of a valid VAT invoice.
- 6.8 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding by the Hirer.

7. Liability

- 7.1 The Hirer shall effect and maintain at all times during the continuance of this Contract Public Liability insurance with adequate levels of cover in respect of any one claim, without limit, in respect of the number of claims made in any twelve month period of insurance, such insurance to be effected with a reputable insurance company and evidenced prior to hiring the Venue and immediately upon any reasonable demand by the School. For "one-off" hires, where the hirer is unable to provide their own Public Liability Insurance, a charge of 7% of the gross hire charge will be applied, allowing the hire to benefit from the use of the school's Public Liability Insurance cover.
- 7.2 The Hirer shall indemnify and keep indemnified the School against all losses, damages, costs, charges and expenses at any time incurred or suffered by the School and arising directly from any breach by the Hirer of this Contract, or any of its obligations to the School, or from any negligence, negligent act, negligent omission or default on the part of the Hirer, its employees, associates or guests, and provided always that the Hirer's liability to indemnify the School shall be reduced proportionally to the extent that an act or omission by the School may have contributed to the said losses, damages, costs, charges and expenses.
- 7.3 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:
- a) death or personal injury caused by negligence; and
 - b) fraud or fraudulent misrepresentation.
- 7.4 Subject to 7.3, the School shall not be liable for:
- a) the death of, or injury to, the Hirer or that of the Hirer's employees, contractors or any other guests or invitees to the Venue; or
 - b) damage or theft of any property of the Hirer or that of the Hirer's employees, contractors or other guests of invitees to the Venue.

7.5 Subject to Clause 7.3 and Clause 7.4, the School's total liability to the Hirer shall not exceed 100% of the value of this Contract in aggregate.

8. Cancellation

8.1 The School may cancel the Contract with immediate effect by giving the Hirer notice in writing if:

- a) there is a requirement by law, change in law or government requirement that impacts the School's ability to hire out Venue to the Hirer or prohibits the use of Venue ;
- b) the School closes;
- c) the Hirer fails to pay any amount due under the Contract on the due date for payment;
- d) the Hirer commits a material breach of any term of the Contract;
- e) the Hirer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;
- f) the Hirer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy;
- g) the Hirer is unable to perform its obligations in connection with the Contract pursuant to Clause 10.1;
- h) the School receives complaint(s) about the Hirer with regards to the Hirers use of the Venue;

8.2 The Hirer may cancel the Contract by giving the School not less than one months' notice in writing.

8.3 The School may cancel the Contract for convenience (for any reason) upon one month's written notice.

9. Data Protection

9.1 Each party shall, at its own expense, ensure that it complies with and assists the other party to comply with the requirements of all legislation and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications, including (i) the Data Protection Act 2018 and any successor UK legislation, as well as (ii) the General Data Protection

Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to data protection and privacy (for so long as and to the extent that the law of the European Union has legal effect in the UK).

10. General

10.1 **Force majeure.** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

10.2 **Assignment and other dealings.** The Hirer shall not assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract without the School's prior written consent.

10.3 **Variation.** No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

10.4 Waiver

a) A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

b) A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

10.5 **Severance.** If any provision or part-provision of the Contract 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 to or deletion of a provision or part-provision under this Clause 10.7 shall not affect the validity and enforceability of the rest of the Contract.

10.6 **Third party rights.** The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

10.7 **Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with the law of England and Wales.

Signed by [NAME]

For and on behalf of [NAME OF Hirer]

Signed by [NAME]

For and on behalf of [NAME OF School]

Date: