

Nonsuch Business Enterprises Limited

General Terms & Conditions for Hire of School Premises

1 Applications

- a) All correspondence and applications for the hire of any part of the School, including the land within its ownership or control ("the Premises") or any of its facilities must be made in writing directly to the Bursar.
- b) Nonsuch Business Enterprises Limited ("the Company") reserves the right to call for further particulars about any proposed letting and the person or organisation applying for the letting (the "Hirer").
- c) All applications for the hire of any part of the school by a club or organisation must be accompanied by a copy of the most recent audited accounts of that club or organisation.

2 The Hirer

- a) The Hirer must be over 18 years of age and must be the person signing the application. If the application is made by a corporation, the person signing must be duly authorised to sign.
- b) The Hirer shall be responsible for:
 - i) the payment of all charges and other costs of the letting ("Charges") and
 - ii) the observance and performance in all respects of these Terms & Conditions. Where the context so admits the expression "the Hirer" shall include all persons who are permitted to enter the Premises for the purposes of the letting (including non-playing visitors).

3 Charges and Payment Terms

- a) Unless otherwise agreed in writing, the Charges shall be at the published rates applicable at the date on which the Company accepts the Hirer's application
- b) A non-refundable deposit of 25% of the total Charges for the letting shall be payable with the Hirer's Application.
- c) the Hirer shall pay the full Charges 14 days prior to the commencement of the letting.
- d) The Company reserves the right to vary its rates on 1st April in any year.
- e) The Company reserves the right to charge for lettings which overrun the agreed time at double the Company's published hourly rate for that letting.

4 Cancellation

- a) The Company reserves the right to cancel any letting if the letting conflicts for any reason with the School's educational activities or for any reason beyond its reasonable control. Any Charges paid by the Hirer will be refunded. Should the facilities be unusable or unplayable due to severe weather conditions, the Hirer will be liable for 50% of the hire fee. Hirers are recommended to insure themselves against such eventualities.
- b) The Company shall not be liable for any loss whatsoever sustained, or any costs or expenses incurred, by the Hirer in anticipation, or arising directly or indirectly out of any such cancellation of the letting by the Company as described in para 4(a) above.
- c) Cancellation by the Hirer of a confirmed letting will only be accepted if a request to cancel is received in writing and the following cancellation charges are paid on demand by the Hirer:

Over 30 days	25% (the non-refundable deposit)
15-30 days	33%
Less 15 days	50%

5 The Hirer's Obligations

- a) The Hirer shall exercise all reasonable care in carrying out the activities, the subject of the letting ("the Activities"). The Hirer shall be liable for any injury to any person or loss or damage to any part of the Premises or to any property on the Premises resulting from any acts or omissions of the Hirer.
- b) The Hirer shall only use those parts of the School (including agreed access points) and items of equipment or materials belonging to the School that have been expressly authorised in writing by the Company to be used by the Hirer.
- c) In carrying out the Activities, the Hirer agrees at all times to abide by the reasonable instructions of the Company or School staff and any written Regulations notified to the Hirer which shall be deemed to be incorporated in these Terms & Conditions.
- d) The Hirer shall not carry out any dangerous or hazardous activity or do or omit to do anything which may give rise to or result in a breach of any statute, regulation or other legal obligation having the force of law.
- e) The Hirer shall not carry out the Activities on the Premises without obtaining such licences as may be required from any other body including, but not limited, to a licence to sell or supply intoxicating liquor, or for public music, dancing or other

public entertainment, or for gaming. The Hirer shall be responsible for obtaining such licences as may be required and shall at all times comply with such conditions as may be specified in the licence.

- f) The Hirer shall not without the prior written consent of the Company bring onto the Premises any animals, or any equipment, substances or materials which may constitute a risk to health or safety.
- g) It is a condition of this letting that the Hirer shall not permit smoking or (except where permitted by the Company under written agreed arrangements) the consumption of alcoholic drinks, or the use of illegal drugs to take place on the Premises.
- h) The Company reserves the right to remove from the Premises any person who in the Company's opinion is undesirable or whose behaviour is unacceptable.
- i) The Hirer shall ensure that all persons who are permitted to enter the Premises for the purposes of the letting are made aware of the terms of these Conditions and any Special Conditions applying to the all-weather pitch, sports hall or any other facilities.

6 Use of Special Facilities

- a) The use of the School's catering services, playing fields, the all-weather pitch, netball courts and/or the Sports Hall shall be subject to Special Conditions which relate to them and which shall be deemed to be incorporated in these Terms & Conditions.
- b) If used by the Hirer, the changing facilities for the all-weather pitch and sports hall must be vacated no later than 30 minutes after the end of the Hirer's letting.
- c) All persons under the age of eighteen must be supervised by a responsible and, where appropriate, properly qualified adult.

7 Assignment or Sub-letting

The Hirer shall not assign or sub-let the letting without the prior written consent of the Company.

8 Termination

The Company shall have the right to terminate the letting at any time if:

- a) the Hirer is at any time in breach of any of these Terms & Conditions or any Regulations, or
- b) payment of any Charges is not received in full by the due date whether demanded or not.

9 Liability and Insurance

- a) The Company, the School and the Governors shall not be liable to the Hirer for any loss or damage to the Hirer's property unless caused by the negligence of the Company, the School, its Governors or staff. The personal possessions of the Hirer which are brought onto the Premises are entirely at the Hirer's own risk.
- b) It is agreed by the Hirer that:
 - i) the Hirer shall indemnify the School from and against any loss or damage which the School may suffer as a result of any claim by any other person lawfully on the Premises (including but not limited to staff, members and visitors to the David Lloyd Leisure Centre) and caused by the negligence, breach of statutory duty or breach of any of these Terms & Conditions by or on the part of the Hirer;
 - ii) the Hirer will take out suitable liability insurance by either having insurance in its own name in a sum not less than £1,000,000 or paying a premium to be added to the School's insurance policy in order to meet its liability under this Clause. The Hirer shall prior to commencement of the letting provide evidence in writing to the Company's satisfaction of any such insurance cover which the Hirer may take out under this Clause.

10 Parking

- a) The Hirer may only park vehicles in designated School places or as agreed in writing with the Company.
- b) The Hirer must remove its vehicles from the Premises promptly at the end of the letting.
- c) The Hirer is specifically prohibited from using parking spaces allocated to clients of, or visitors to, the David Lloyd Centre and the Petits Enfants Nursery.
- d) Vehicles parked in unauthorised places or not removed pursuant to para (b) above may be wheel clamped. The company reserves the right to charge a £50 release fee for the removal of each wheel clamp.