

TERMS AND CONDITIONS

1. Interpretation

- 1.1 In this Hire Contract (defined below), some words and phrases have particular meanings and have to be defined. Such defined terms are set out (i) as capitalised words (in bold) in the left-hand column of the tables set out in Part 1 of this Hire Contract; and (ii) below:

“Consumables” gas, electricity, oil, and water, supplied by the School’s third party suppliers;

“Hire Contract” the contract formed between the School and the Hirer comprising Part 1 (Commercial Details), this Part 2 (the Terms and Conditions) and any other documents expressly incorporated by reference;

“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);

“Venue” the School’s premises (including any satellite premises) mainly situated at de Parys Avenue, Bedford and surrounding areas as set out in the Cover Letter including any of Our equipment to be used in connection with the Facilities;

“Event” means the event organised by You and as set out in the Cover Letter;

“Hire Period” the dates and times set out in the Cover Letter;

“Hire Fee” the charges to be paid by You for the Venue Hire;

“Visitor/s” anyone You bring or allow onto Bedford School Premises such as friends, family, customers of Yours, and anyone who provides services for You such as entertainers or other service providers;

“Licence” the licence described in clause 2 below;

“Bedford School (The School)” Part of the Harpur Trust, Company Registration No: 3475202, VAT No: 322464676 and Charity No 1066861 and all subsidiary and constituent charities;

“Premises” the land and buildings at Bedford School which are owned, used or controlled by Bedford School, including all premises and land where Facilities are to be provided;

“We/Us” Bedford School (The School);

“You” the person named as the **“Hirer”** on the Cover Letter.

- 1.2 In these Terms and Conditions a reference to a particular law is a reference to it as it is in force from time to time taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation made under it.

- 1.3 Headings shall not affect the interpretation of the Hire Contract.

2. Licence

- 2.1 In return for the payment by the Hirer of the Total Fees and compliance by the Hirer with the obligations set out in the Hire Contract, the School agrees to grant access by the Hirer (and its Visitors), to the extent permitted by these Terms and Conditions, to the Venue for the Hire Period to enable the Hirer to host the Event.
- 2.2 The Hirer acknowledges and agrees that We do not confer exclusive possession to You and that You shall occupy the Venue as a licensee and that no relationship of landlord and tenant is created between the School and the Hirer by the Hire Contract.

3. Fees

- 3.1 The Total Deposit is payable to the School on the signing of this Hire Contract.
- 3.2 The Hire Fee Deposit is non-refundable and will be deducted from the balance of the Hire Fees owed by the Hirer.

- 3.3 The Breakages Deposit is refundable, less a deduction for any sums payable to the School under the Hire Contract. The Breakages Deposit less any deductions shall be repaid to the Hirer within 30 days of the end of the Hire Period.
- 3.4 The Hirer’s booking will be treated as provisional until the Hirer returns a signed copy of the Hire Contract together with the Total Deposit to the School and the School subsequently confirms that the booking has been accepted and agreed. If the Hire Contract and Total Deposit are not returned by the Deposit Date, the School may cancel the booking without liability to the Hirer.
- 3.5 If another person wants to book the Venue for the same date(s) before the Hirer’s booking has been confirmed, the Hirer will be asked to confirm the booking and pay the Total Deposit within 48 hours. If the Total Deposit and signed Hire Contract are not received within this period, the School may cancel the booking without liability to the Hirer.
- 3.6 The remaining balance of the Hire Fee plus any Additional Fees will be payable by the Payment Date, failing which the School may cancel the booking without liability to the Hirer and retain the Hire Fee Deposit.
- 3.7 The Hirer shall, in addition, pay to the School such sums as the School invoices the Hirer following the Event in respect of any other additional charges attributable to the Event [(including, in particular (but without limitation), for rectification of any loss of or damage to the Venue or its contents or the Premises)]. Such payment must be made within 30 days of receipt by the Hirer of the invoice.
- 3.8 All payments:-
- (a) are exclusive of value added tax, which is payable (where relevant) by the Hirer; and
- (b) must be made in Sterling and in full and cleared funds.
- 3.9 If any sum under the Hire Contract is not paid by the due date for payment then, without prejudice to the School’s other rights under the Hire Contract, the School reserves the right to cancel the Event or accept late payment, but the sum shall bear interest from the due date until payment is made in full at 8% per annum above the base rate of 0.5% from time to time, but at 2% a year for any period when that base rate is below 0%.
- 3.10 No charge shall be made to the Hirer for consumption of Consumables provided that the Hirer shall ensure that such consumption is kept within reasonable limits (determined by the School, in its reasonable discretion). If not kept within such reasonable limits then the School reserves the right to include an additional charge to cover the cost of such consumption in an invoice submitted under clause 3.7 above. The Hirer acknowledges and accepts that the School cannot be held responsible for any interruption to the supply of Consumables or held liable for any loss or damage that any such interruption may cause.
- 3.11 Any proposed change to any of the details set out in Part 1 of the Hire Contract must be agreed by the School in writing and will be subject to such terms (and additional fees) as the School may require.

4. Hire period

- 4.1 The proposed dates and times for the Event and total period of hire, including time for set-up and break-down (**Hire Period**) are set out in Part 1.
- 4.2 No extension to the Event or the Hire Period shall be permitted without the prior written agreement of the School and (subject in any event to availability) payment of an overrun fee (calculated as a percentage of the Hire Fee), plus any additional costs and losses which may be incurred by the School during such period.

5. Cancellation

- 5.1 The Hirer shall be entitled to cancel the Hire Contract by giving written notice to the School. In the event of cancellation by the Hirer, the School

shall endeavour to obtain a suitable alternative booking of the Venue but, where it cannot find a suitable alternative booking, reserves the right to charge the following cancellation fees (and the School will be entitled to set-off the Hire Fee Deposit against the same):

Date Notice Given (before the start of the Hire Period)	Cancellation Fee Payable (% of Hire Fee)
More than 90 days	25%
Between 60 and 90 days	50%
Between 30 and 60 days	75%
Less than 30 days	100%

5.2 The School shall be entitled to terminate the Hire Contract:

- (a) if the Hirer commits a material or persistent breach of the Hire Contract and (in the case of a material breach which is capable of remedy) fails to remedy that breach within 14 days;
- (b) notwithstanding (a) above, if the Hirer does not comply with the requirements of Clause 7.1(r) or the School is aware, or has reasonable grounds to believe or suspect, that such requirements [notably, but not limited to, those covered by sub-clause 7.1(r) (iii), (iv) or 7.1(s)] are not being complied with or may not be being complied with in accordance with the School's expectations;
- (c) if the Hirer ceases to trade or carry on business or is unable to pay its debts or becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound up for any reason; and
- (d) where the School's circumstances change, provided that all sums paid by the Hirer under the Hire Contract less only a sum equal to any existing liabilities of the Hirer under it are returned to the Hirer [(and the School shall have no further liability to the Hirer (or other persons attending the Event)], in each case, with immediate effect upon written notice to the Hirer.

5.3 Termination of the Hire Contract, for whatever reason, shall not affect or prejudice the accrued rights of the parties as at termination or the continuation of any provisions impliedly or expressly stated to survive termination.

6. Rights of the School

6.1 The School reserves the right to:

- (a) substitute alternative accommodation of a similar standard (or any part of it) for the Event at any time on notice to the Hirer, and such a substitution shall not constitute a variation of the Hire Contract;
- (b) refuse admission to and insist on the immediate departure from the Venue or Premises of any Visitor if the School considers that the conduct or behaviour of that person is unacceptable;
- (c) enter any part of the Venue at any time during the Hire Period and interrupt or terminate the Event if it believes that the Venue's structure or content is at risk of damage or the safety of the Visitors or other persons is at risk. In such circumstances, the School will not be responsible for any loss that the Hirer or Visitors may suffer; and
- (d) acting by itself (or by third parties on its behalf), audit, monitor and/or inspect the operation of the Event (with or without notice) to ensure compliance with the terms of this Hire Contract, including in particular (but not limited to) compliance with the requirements set out in Clause 7 below [and notably compliance with Clause 7.1(r)]; and, whether in conjunction with such audit, monitoring or inspection or otherwise, provide to the School (or its representatives) at any time upon request, or immediately upon becoming aware of an incident or complaint relating howsoever to the operation

of the Event (including in particular in relation to any incident of a safeguarding and/or child protection nature, in which case the Hirer shall liaise with the School's relevant personnel and follow their instructions accordingly), all information and/or access to relevant personnel relating to the operation of the Event and/or the performance of this Hire Contract as the School may require.

7. General obligations of the Hirer

7.1 The Hirer agrees:

- (a) to use the Venue only for the purposes of the Event as described in Part 1 of the Hire Contract;
- (b) to ensure that the Venue is not used for any illegal or immoral purposes or in a manner that might cause a nuisance or disturbance to the activities of the School or persons living in neighbouring homes to, or otherwise occupying or using land/buildings neighbouring, the Premises or that might in any way damage the reputation of the School, its staff, pupils or the facilities provided at the School;
- (c) to comply with and ensure that all Visitors comply with the Hire Contract and remove from the Premises any person who is behaving or appears likely to behave in a manner that is unsafe or in breach of the Hire Contract or that is otherwise considered by the School to be unacceptable. The Hirer hereby acknowledges and accepts that it shall be responsible for all acts and/or omissions of all Visitors at the Premises;
- (d) not to allow more than the Maximum Number of Visitors to attend the Venue without the prior written consent of the School, which may be subject to additional terms and payment of additional fees;
- (e) not to enter any part of the Premises other than the Venue without the prior agreement of the School and only to use the access routes to the Venue notified to it by the School;
- (f) not to make any use, change, addition or alteration in or to the Venue (interior or exterior) or the contents of the Venue (including bringing in or moving any furniture, fittings or equipment or using any other items at the Venue) except as set out in Part 1 of the Hire Contract or as otherwise agreed in writing and in advance by the School, which may be subject to additional terms and payment of additional fees. Any proposed alterations must be made in writing to the School no later than the Alterations Proposal Date;
- (g) not to store items in the Venue (or other parts of the Premises) except as specified in Part 1 of the Hire Contract or as otherwise agreed in writing in advance with the School, which may be subject to additional terms and payment of additional fees. Any proposed storage requirements must be made in writing to the School no later than the Alterations Proposal Date. Where consent is given, any items so stored remain entirely at the Hirer's risk;
- (h) not to make any changes to the installed services within the Venue (or other parts of the School) except as set out in Part 1 of this Hire Contract or as otherwise agreed in writing in advance with the School, which may be subject to additional terms and payment of additional fees. This includes (but is not restricted to) any changes or additions to the installed electrical, gas, water or telephone supplies;
- (i) where any aspect of the Event involves fire, fireworks or any fire risk, to inform the School in writing no later than the Alterations Proposal Date for approval and if approval is granted, You must implement all necessary fire precautions (including any stipulated by the School), with the plans subject to the prior written approval of the School;
- (j) to ensure that no persons smoke or chew gum in any part(s) of the Premises or eat or drink other than in designated areas and to ensure that no animals are brought in to the Premises (except guide dogs by blind persons and hearing dogs by deaf persons);
- (k) to ensure that either the Hirer's Representative or a nominated representative of the Hirer is present at the Venue at all times during the set-up, running and dismantling of the Event and not

to leave the Venue until all other Visitors have left the Premises;

- (l) to ensure that the Event finishes no later than the time specified as the end of the Event Period in Part 1 of the Hire Contract and to clear the Venue (and all other areas of the Premises) of all Visitors attending the Event by the time specified as the end of the Event Period in Part 1 and all Visitors, equipment and rubbish and to return the Venue to its condition as at the start of the Hire Period by the time specified as the end of the Hire Period in Part 1 of the Hire Contract. If circumstances require any such persons to remain in the Venue (or other parts of the Premises) after this time, the Hirer shall inform the School's Representative before expiry of the Hire Period and an additional charge will be payable by the Hirer under Clause 4.2;
- (m) not to hold itself out as an agent, partner or associated body of the School (and not to allow any third party to do so);
- (n) to maintain the Venue and Premises in a clean and tidy state throughout the Hire Period and, at the end of the Hire Period, to leave the Venue and Premises in the same condition of cleanliness, tidiness and repair as on the date immediately prior to the commencement of the Hire Period. Without prejudice to the above, not to allow any activities or equipment on the Premises' lawns and playing fields or similar areas which may damage or remove its topsoil (without written permission of the School);
- (o) in the event of any such damage occurring, to as soon as reasonably possible and in any event within 7 days, notify the School of any damage to the Venue, Premises or to any neighbouring site or to any objects, contents or fittings in or at the Venue or Premises and to (at the option of the School) either make good such damage to the satisfaction of the School [ensuring that all steps taken (including proposed materials to be used) in this regard are approved in advance by the School]] or meet the full cost of making good the damage as notified by the School;
- (p) if applicable and in the opinion of the School, the Hirer must provide its own staff (directors, instructors, leaders and administrative staff, including a nurse or matron, ensuring that the legislated supervision ratio's per member of the Hirer's staff vs Visitor at the Venue at any one time are adhered to) and to assign a sufficient amount of staff to ensure the Event can be delivered safely and that all such staff are suitably qualified and briefed for their respective posts, and that such staff comply with the terms of the Hire Contract. Without prejudice to the generality of the above, in respect of use of the swimming pool, the Hirer must ensure that there is adequate supervision at all times, and, in particular, that there is the required number of qualified lifeguards on duty at all times when the swimming pool is in use and the swimming pool is left clean, tidy and any resources. Under no circumstances is the pool to be used by any unaccompanied person;
- (q) 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 7.1(u))] You must confirm that You have read and understood the [Pool Statement of Operating Procedure (PSOP) including the Normal Operating Procedure (NOP) and Emergency Action Plan (EAP)], a copy of which will be provided to You;
- (r) as a strict condition of this Hire Contract and at its sole cost and expense, to give all necessary notices and obtain all necessary licences, permissions and approvals [e.g. as may be applicable, temporary event notice(s), public entertainment licence(s) and public performance licence(s)] required by, to comply with Government guidance and to comply with the provisions of, all applicable laws and regulations (including local regulations), including (but not limited to):
 - (i) the Health and Safety at Work etc Act 1974;
 - (ii) all fire regulations, and in particular ensure that all internal and external exits, corridors and fire exit signs are kept clear and free from obstruction;
 - (iii) the Safeguarding Vulnerable Groups Act 2006, and in particular ensuring that a recent, clear Disclosure and Barring Service check

is in place for all staff who might have access to the students at the Event (and providing evidence of this to the School at its request – further information can be found in Schedule A);

- (iv) without prejudice to the generality of (iii) above, the prevailing requirements of Keeping Children Safe in Education (**KCSIE**) from time to time and notwithstanding the generality of this clause 7.1(r) otherwise comply (and ensure that all Visitors comply) with, and conduct the operation of the Event in accordance with, the School's prevailing safeguarding, child protection and other relevant policies (construed accordingly) and ensure in any event that at all times the Hirer has in place its own appropriate safeguarding/child protection policies and processes that maintain compliance with the foregoing (by itself and all Visitors) and will review, monitor and enforce the same; and
 - (v) prevailing Government guidance relating to social distancing (as applicable) or other guidance issued pursuant to, or in connection with, the Covid-19 pandemic;
 - (s) By signing and returning to Us the written confirmation in the form set out in Schedule C of these Terms and Conditions You are confirming that Your use of the Facilities does not involve the provision of a regulated activity to children as defined in the Safeguarding Vulnerable Groups Act 2006 (a **Regulated Activity**) and does not otherwise amount to work with children (as defined in the Police Act 1997 (Criminal Records) Regulations 2002). If Your use of the Facilities changes so that it involves the provision of a Regulated Activity or otherwise amounts to work with children You agree to inform Us immediately and must take such further steps as We require in connection with the safeguarding and welfare of those children (which may include providing evidence that Disclosure and Barring Service checks have been completed as well as any other steps specified by Us so that We can comply with Our statutory or regulatory obligations)
 - (t) to provide its own transport facilities, photocopying and security container facilities and all portable equipment e.g. sports equipment, musical equipment required in addition to the items specified in Part 1 of this Hire Contract as being provided by the School;
 - (u) You must follow any relevant guidance or instructions on any equipment signs or notices and comply with Our policies and procedures (as amended from time to time), including Our health, safety and security, 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. This information can be found at www.bedfordschool.org.uk/portals/parents/school-policies and;
 - (v) without prejudice to any of the foregoing, identify and notify the School in writing in good time in advance of the Hire Period of any special factors or associated risks arising (or likely to arise) in connection with the running of the Event or the use of the Venue for the Event. Unless expressly agreed otherwise by the School, the Hirer shall, at its own cost and expense, undertake a risk assessment satisfactory to the School in relation to the use of the Venue for running the Event, and provide the School's Representative with a copy of such risk assessment as soon as it is available and in any event before the commencement of the Hire Period.
- 7.2 Without prejudice to the generality of the foregoing (and in particular Clause 7.1(b) above), the Hirer:
- (a) acknowledges the importance of running the Event in a manner in-keeping with the School's reputation and agrees as a further condition of this Hire Contract to run the Event in such a way so as to avoid any negative publicity, complaints or claims, whether from neighbouring residents/landowners, the press (whether such publicity or complaints is/are directed towards the Hirer or otherwise) or from Visitors, Students (or their parents) or any other third party;
 - (b) acknowledges that the School reserves the right to stipulate and otherwise instruct the Hirer how (if at all):
 - (i) the name and logo of the School;

- (ii) the name or any other identification of the Venue or Premises;
- (iii) images (whether still or moving) depicting the School (including its buildings, facilities and its staff and students), the Venue or the Premises; or
- (iv) any other similar item or thing relating to or otherwise connected with the School (including its buildings, facilities and its staff and students), the Venue or the Premises,

can be referred to and/or included in any and all press, publicity, promotional and/or marketing materials howsoever relating to the Event and the Hirer shall, subject expressly to clause 7.2(c) below, ensure that only such stipulated references and/or depictions are used in any and all press, publicity, promotional and/or marketing materials howsoever relating to the Event, and that they are used in strict accordance with the School's instructions; and

- (c) in any event acknowledges and agrees that
 - (i) any and all press, publicity, promotional, marketing, signage and/or other materials (in whatever format or medium) howsoever relating to the Event, or that otherwise refer to or depict the School (including its buildings, facilities and its staff and students), the Venue or the Premises in any way; and
 - (ii) the proposed publication, distribution, circulation and/or other use of the same by or on behalf of the Hirer, must be disclosed to the School (together with any other information reasonably requested by the School) prior to any such proposed publication, etc of the same for the School's prior written approval and only with the School's prior written approval may the Hirer (or anyone on its behalf) use such materials and only then strictly in the manner approved and not otherwise.

8. Catering, Entertainment and/or other Third Party Contractors and/or Suppliers

- 8.1 The Hirer agrees:
 - (a) to obtain all catering services from the School and not to enter any contract with other suppliers without the prior written approval of the School. Breach of this obligation shall be a material breach of this Agreement and entitle the School to terminate this Agreement under Clause 5.2; and
 - (b) to ensure that no alcohol is consumed at the Event or otherwise at the Premises by any of the Visitors (without prior written approval of the School)
- 8.2 If the School agrees to the Hirer making use of External Contractors, the Hirer agrees:
 - (a) the Hirer provides the School with prior notification including details of the proposed suppliers and the suppliers are approved by the School;
 - (b) the Hirer ensures that any suppliers comply with the terms and conditions of the Hire Contract;
 - (c) the suppliers comply with the School's instructions regarding access to the Venue and any other arrangements in relation to the Event that the School may require; and
 - (d) the Hirer shall be liable to the School for the acts and omissions of its suppliers.

9. Liability

- 9.1 The Hirer shall be liable for, and shall indemnify and keep indemnified the School against, all actions, claims, proceedings, demands, liabilities, losses, damages, costs and expenses (including legal and other professional costs and expenses, and loss of profits) suffered or incurred by the School, directly or indirectly, as a result howsoever of the Event, the Hirer's use of the Venue and Premises (including use by the Visitors) and any breach of the Hire Contract.

- 9.2 The School shall not be liable for any actions, claims, proceedings, demands, liabilities, losses, damages, costs or expenses (including legal or other professional costs or expenses) suffered or incurred by the Hirer, except where the School has been negligent or is in wilful default of the Hire Contract. Under no circumstances shall the School be liable for any loss of profits, business revenue, goodwill or anticipated savings (whether direct or indirect) that result from any breach of the Hire Contract by the School, and the School's entire and maximum liability shall be limited to the amount equal to the aggregate amount of the Total Fees paid to it under the Hire Contract at the time of the breach.
- 9.3 Nothing in this Hire Contract shall serve to limit or exclude either party's liability to the other in respect of any death or personal injury caused by them due to negligence.
- 9.4 We have no liability for damage to cars parked in the car park or on the School Premises.
- 9.5 The Hirer shall maintain throughout the Hire Period (and as a condition of the Hire Contract) a policy (or policies) of insurance with a reputable insurer against all risks and liabilities which may arise under the Hire Contract or otherwise in connection with the Event (other than due to the negligence of the School), which shall include (but is not limited to) public liability insurance of not less than £10 million in respect of any one claim (or as specified in the Cover Letter). The Hirer shall provide evidence of such policy (or policies) and a receipt of the premium to the School prior to the Alterations Proposal Date. Upon the School's reasonable request, the Hirer shall ensure that the School's name and interest is noted on the Hirer's insurance policy (or policies) and the Hirer shall not do (or omit to do) anything which would invalidate (in whole or in part) any insurance policy (or policies) or prejudice the School's entitlement or benefits thereunder.

10. Force Majeure

- 10.1 For the purposes of the Hire Contract, a Force Majeure Event means an event beyond the School's reasonable control including (but not limited to) strikes or other industrial disputes, failure of a utility service or transport network, act of God, sickness, pandemic, epidemic, act of terrorism, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or other adverse weather conditions or default of third parties.
- 10.2 The School shall not be liable to you as a result of any delay or failure to perform its obligations under the Hire Contract as a result of a Force Majeure Event. In the event of a Force Majeure Event that prevents the School from holding the Event, each party agrees to negotiate in good faith to rearrange the Event on similar terms. The School may, at its discretion, cancel the Event, in which case fees which have been paid by the Hirer shall be refunded less any reasonable costs incurred by the School connection to the Event.

11. General

11.1 Relationship between the parties

Nothing in the Hire Contract shall be construed as creating a partnership, a contract of employment or a relationship of principal and agent between the School and the Hirer. The Hirer shall have sole responsibility for the wages, taxes, etc payable to the staff and hereby indemnifies the School against any liabilities relating to their employment including any liabilities under the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE).

11.2 Confidentiality

Each of the parties shall (and the Hirer shall ensure that its Visitors shall) keep in strict confidence the commercial terms of the Hire Contract and all information of a confidential nature regarding the staff, students, etc of the other party that comes into its possession.

11.3 Notices

Any notice to be given by one party to the other under, or in connection

with, the Hire Contract shall be in writing and signed by or on behalf of the party giving it. It shall be served by:

- (i) sending it by first class or registered delivery post to the address set out in Part 1 of the Hire Contract (or notified in accordance with this clause). Any notice so served shall be deemed to have been duly given on the second business day following the date of posting (or, whereby registered delivery, the date on which the proof of delivery shows); or
- (ii) sending by email to the email address specified in Part 1.

11.4 Assignment

The Hirer may not assign, transfer, charge or otherwise deal with all or any of its rights and/or obligations under or pursuant to the Hire Contract.

11.5 Third party rights

The parties agree that no term of Hire Contract will be enforceable by any third party (including any Visitor) by virtue of the Contracts (Rights of Third Parties) Act 1999.

11.6 Severability

If any provision (or part of a provision) of the Hire Contract is held to be invalid or unenforceable, then such provision (or relevant part, as the case may be) shall (so far as invalid or unenforceable) be given no effect and shall be deemed not to be included in the Hire Contract but without invalidating any of the remaining provisions (or remaining part of any provision) of the Hire Contract.

11.7 Waivers

No failure or delay by any party in exercising any right or remedy provided by law under or pursuant to the Hire Contract shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time.

11.8 Variation

No amendment or variation of the Hire Contract shall be valid unless it is in writing and signed by or on behalf of duly authorised representatives of each of the parties.

11.9 Entire Agreement

The Hire Contract sets out the entire agreement and understanding between the parties in respect of the matters covered herein and supersedes any previous arrangement, understanding or agreement between the parties relating to the subject matter of the Hire Contract.

11.10 Dispute Resolution

If a dispute arises out of or in connection with the Hire Contract, the parties will, following a written request from one to the other, attempt in good faith to resolve the dispute: (a) through discussions between the School's Representative and the Hirer's Representative failing which; (b) through discussions between the School's Director of Finance and Operations and the Hirer. No party may commence any court proceedings in relation to any dispute arising out of the Hire Contract until it has attempted to settle the dispute through the discussions referred to above, and either the dispute has not been settled within two weeks of the discussions detailed at (b) above occurring or the other party has failed to participate in the discussions, provided that the right to issue proceedings is not prejudiced by a delay.

11.11 Counterparts

The Hire Contract may be executed in any number of counterparts and by the parties on different counterparts but shall not be effective until each party has executed at least one counterpart. Each counterpart may be in electronic form and shall constitute an original of this Hire Contract but all the counterparts (whether or not in electronic form) shall together constitute one and the

same agreement. For the avoidance of doubt, the Hire Contract may be executed by electronic signature (whatever form the electronic signature takes) and the parties agree that this method of signature is as conclusive of the intention of the parties to be bound by the Hire Contract as if signed by manuscript signature.

11.12 Data Protection

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).

11.13 Law

The Hire Contract shall be governed by and interpreted in accordance with the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English and Welsh courts.

Schedule A - Child Protection

In this Schedule, "Staff Member" includes You (where you are an individual) and anyone given responsibility (whether paid or unpaid) by You for the care of Your Visitors or participants.

The following provision applies in all circumstances:

1. You must ensure that each Staff Member complies with any reasonable code of conduct issued from time to time by Us.

The following provisions apply only where the Venue Hire includes Visitors or participants under the age of 18 and You are responsible for the care of those Visitors or participants.

You must:

2. provide Us with the names of all Staff Members before they attend Bedford School Premises;
3. in respect of each Staff Member, confirm the following:
 - a) that an enhanced Disclosure & Barring Service (DBS) check has been completed and a satisfactory disclosure received;
 - b) that where the person has lived outside the United Kingdom, such further checks as are considered appropriate have been completed where obtaining a DBS disclosure is not sufficient to establish suitability to work with children; and
 - c) that any other check required by law or specified by Our current safeguarding policies from time to time has been completed;
4. keep a register of all checks carried out in accordance with this Schedule, showing the date on which each check was completed, and allow the inspection of such register by a person authorised by Us at any reasonable time;
5. notify Us immediately if:
 - a) any Staff Member is barred from working with children or vulnerable adults;
 - b) any Staff Member is the subject of a referral to the DBS;
 - c) any Staff Member is charged or convicted of any criminal offence the circumstances of which could have an impact on the welfare of children or vulnerable adults;
 - d) any Staff Member receive a police caution, reprimand or warning the circumstances of which could have an impact on the welfare of children or vulnerable adults;
 - e) there is a formal child protection investigation of any Staff Member or any person in the Staff Member's household under section 47 of the Children Act 1989, as amended; or
 - f) there is any change in the circumstances of any Staff Member that affects their right to work in the UK;
6. have updated and compliant Safeguarding Policies and Processes in place and be able to demonstrate such Policies and Processes to Us.

Schedule B - Additional Hire Rules for Recreation Centre Bookings

1. Your Facilities Hire timings include the time required to set up the Facilities prior to and clear up after the Facilities Hire. Please ensure You finish your activity in time for the next booking to commence on schedule.
2. Please note that Bedford School activities (particularly sports fixtures) using the Facilities may occasionally over-run. We will do all we can to try to ensure that your Facilities Hire can start on time, but we reserve the right to delay the start of your Facilities Hire in circumstances where a delay is unavoidable.
3. Please do not leave any valuables in the changing rooms. We accept no liability for the safe storage of personal belongings.
4. We do not accept liability for the loss of or damage to any items or equipment You bring on to Bedford School Premises.
5. We reserve the right to discard lost items or equipment which are not claimed by the owner within two weeks of the Facilities Hire taking place.
6. You and/or your Visitors are responsible for setting up any equipment required for the Facilities Hire. All equipment must be put away tidily after use.
7. You are responsible for ensuring that all Facilities and areas used during the Facilities Hire are left as they are found. You must ensure that all rubbish is bagged up and placed in the bins provided outside the buildings. The time taken to clean and tidy is included in the times of your Facilities Hire to avoid any delay to the start of subsequent bookings.
8. Smoking is not permitted on any part of the School grounds.
9. No food or drink (except for water) is allowed in the Recreation Centre or by the Swimming Pool.
10. Only clean non-marking footwear is allowed in the Recreation Centre and on the Squash Courts.
11. You must not enter any of the equipment stores unless supervised.
12. Facilities Hires involving cricket must ensure that all doors are closed and all protective equipment (e.g. curtains) is fully employed before starting.
13. No outdoor shoes are permitted on poolside.
14. No equipment is to be taken out of its designated area.
15. You and your Delegates should park only in the allocated visitors parking.
16. The Group Leader should familiarise themselves with the Fire Policy of the school and should ensure that a record of attendance is taken at the beginning of each individual session for this reason.
17. Swimming Pool – 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 7.1(u)] You must confirm that You have read and understood the [Pool Statement of Operating Procedure (PSOP) including the Normal Operating Procedure (NOP) and Emergency Action Plan (EAP)], a copy of which will be provided to You, any queries MUST be brought to our attention ASAP.

Schedule C - Letter to confirm that regulated activity is not taking place as part of the Facilities Hire

Dear [Name]

Facilities hire: Child protection

I write [on behalf of [name of Hirer]] to confirm that to the best of my knowledge [I] [We] will not be carrying out a Regulated Activity in connection with the Facilities Hire.

If the purpose for which we hire the Facilities changes so that [I] [We] will be carrying out a Regulated Activity [I] [We] agree to immediately inform the School.

I warrant [on behalf of [name of Hirer]] that to the best of my knowledge the information provided in this letter is true and accurate as at the date of this letter.]

Yours sincerely

Signed

.....

[on behalf of Hirer]

Date

.....