



# Five Acres High School

## **Lettings Policy**

Five Acres High School is part of the Greenshaw Learning Trust.  
The Greenshaw Learning Trust is a charitable company limited by guarantee registered in England and Wales, company number 7633694, registered at Greenshaw Learning Trust, ORU Sutton, Throwley Way, Sutton, SM1 4AF.

## Background and definitions

1. In exchange for Your paying Us the Hire Fee, We will provide the Facilities Hire to You on the Hire Date(s) set out in the Booking Form.
2. The following definitions apply:
  - School:** any of Five Acres High School and any other school or educational establishment operated or controlled by Greenshaw Learning Trust.
  - Agreement:** The agreement (comprising the Booking Form, these Terms of Hire and any document referred to therein) under which You hire the Facilities.
  - Booking Form:** the document described as such and to which these Terms of Hire are attached setting out the particulars of the hire (such as price and the name of the Hirer).
  - Code of Conduct:** the additional rules which apply to the Facilities Hire.
  - Event Outside Our Control:** as defined in clause 8 below.
  - Facilities:** the facilities to be hired as set out in the Booking Form including any of Our resources or equipment used, or to be used, in connection with the Facilities and any resources or equipment provided by Us.
  - Facilities Hire:** the provision of the Facilities by Us and Your use of them as set out in the Booking Form.
  - Facility Grounds:** the land and buildings at the School where the Facilities are located and which are owned, used, licensed to, or controlled by Us, including all premises and land where Facilities are to be provided.
  - Hire Dates:** the dates and times set out in the Booking Form.
  - Hire Fee:** the charges payable by You for the Facilities Hire.
  - Hirer:** the individual or organisation identified on the Booking Form, referred to as "You" or "Your" in these Terms of Hire.
  - Hirer Representative:** The Hirer (where the Hirer is an individual) or the individual who signs the Booking Form on behalf of the Hirer (where the Hirer is not an individual).
  - Licence:** the licence described in clause 23 below.
  - Greenshaw Learning Trust Limited:** Greenshaw Learning Services Limited is a company registered in England and Wales with company number **09176489** whose registered office is at Greenshaw High School, Grennell Road, Sutton, SM1 3DY.
  - Greenshaw Learning Trust IPR:** Our name and crest, the name and crest of any School, the name and crest of Greenshaw Learning Trust, any other intellectual property rights owned by Us or a School, or licensed by a third party to Us or to any of our Academies, and any intellectual property rights in any materials, documents or items which We prepare or produce for You in connection with the Facilities Hire.
  - Visitor:** anyone You bring, invite or allow onto Facility Grounds such as friends, family, guests, delegates or customers of Yours, and anyone who provides services for You such as caterers.

## Our obligations

3. We will carry out Our obligations under the Agreement with reasonable skill and care.
4. The Facilities will conform in all material respects with the description set out in the Booking Form and be fit for any purpose for which the Facilities You have hired are normally and properly used.
5. In the unlikely event that the Facilities do not conform with the Agreement, please let Us know as soon as possible. We will (at Our option) provide You with a full or partial refund (depending on what is reasonable) or amend the Facilities so that they comply with the Agreement.
6. Unless the Booking Form provides otherwise, You must have insurance in place which indemnifies You against any claim by any person (including Us, the Greenshaw Learning Trust, any Visitor and any third party) in respect of any injury, loss or damage of or to any person or property which occurs on Facility Grounds, or in the course of any use of the Facilities, and which results from, or arises out of, any act or omission of any person (including You, Us, Greenshaw Learning Trust, any Visitor and any third party). At Our request, You must produce the insurance certificate and schedule of cover and the receipt for the premium for the full period of the Facilities Hire.

7. We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under the Agreement that is caused an Event Outside Our Control provided that We tell You that an Event Outside Our Control has happened. Furthermore we will not be in breach of the Agreement if an Event Outside Our Control happens.
8. An Event Outside Our Control means:
  - 8.1 any act, event, non-occurrence, omission or accident beyond Our reasonable control; or
  - 8.2 any of the following to the extent that it is beyond Our reasonable control: acts of God, flood, drought, earthquake, windstorm or other disaster; epidemic or pandemic or a realistic prospect of either; outbreak of flu or any other sickness; terrorist attack, riots; change in law; fire, explosion or damage; loss during transport; adverse weather conditions (including unusual temperatures); interruption or failure of utility service, including, but not limited to, electric power, gas or water; any labour dispute or strikes, non-performance by suppliers or subcontractors; collapse of building structures, failure of machinery, computers or vehicles.
9. Our obligations under the Agreement will be suspended for the period that the Event Outside Our Control continues, and We will extend the time to perform these obligations for the duration of that period. We will take reasonable steps to prevent an Event Outside Our Control from happening in the first place, to bring the Event Outside Our Control to a close or to find a solution by which Our obligations under the Agreement can be performed despite the Event Outside Our Control.
10. If We tell You that an Event Outside Our Control has happened then You may cancel the Agreement. Should this happen, You will still be liable for the Hire Fee save that We will make a reasonable deduction to the Hire Fee to reflect the proportion of the Facilities Hire which We could not provide as a result of the Event Outside Our Control.

### **Your obligations**

11. You are responsible for all Visitors. This means that any obligation in the Agreement to do something, or not to do something, is an obligation on You to ensure that each Visitor does, or does not do, that thing.
12. You must pay the Hire Fee on the due date(s) for payment set out in Our invoice(s) unless they conflict with any payment dates set out in the Booking Form (in which case any payment date in the Booking Form will prevail). If the invoice or Booking Form does not specify a due date for payment, or no invoice is raised, then the entire Hire Fee will be due before You start using the Facilities on the first Hire Date.
13. If You fail to make any payment due to Us by the due date for payment, We may charge interest to You on the overdue amount at the rate of 4% a year above the base lending rate of the National Westminster Bank Plc from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay Us interest together with the overdue amount.
14. Unless stated otherwise on the Booking Form the Hire Fee includes any VAT which is payable.
15. Without limiting any other remedies or rights that We may have, if You do not pay the Hire Fee by the due date:
  - 15.1 We may cancel or suspend the Facilities Hire or any other services until You have paid the outstanding amounts; and
  - 15.2 You (and Your Visitors) must vacate Facility Grounds if We ask You to.
16. As between You and Us, all of Greenshaw Learning Trust IPR belongs to Us or the Trust. You may only use the Greenshaw Learning Trust IPR if We give You Our written permission (and subject to the terms of any written permission We give). This means, for example, You cannot use the Greenshaw Learning Trust name or crest on promotional material without Our prior written permission.
17. You and Your Visitors must:
  - 17.1 comply with the Code of Conduct;

- 17.2 comply with the all requirements of Health and Safety and Fire legislation and, if any, the Hire Rules;
- 17.3 follow any relevant guidance or instructions on any equipment signs or notices, and comply with Our policies or procedures (as amended from time to time) including Our health and safety, fire and emergency procedures;
- 17.4 observe all rules and instructions relating to the use of the Facilities;
- 17.5 ensure that the provisions of the Health and Safety at Work Act are complied with. The Hirer should, and should ensure that all Visitors do, familiarise themselves with the relevant evacuation procedure when attending the Facility Grounds for the first time.
- 17.6 ensure that there is sufficient first aid provision available during the Hire Period, including adequate numbers of appropriately qualified first aid personnel and first aid equipment;
- 17.7 immediately report to Us any accident or injury which occurs during the Hire Period. Such report must include name, age and address of injured person; type of injury and circumstances in which injury occurred; whether any injured persons were taken to hospital or not; and such other information reasonably required by Us in order to discharge Our legal obligations including, but not limited to, Our obligations under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995;
- 17.8 immediately report to us any accident or injury which occurs;
- 17.9 use equipment responsibly at all times and take appropriate care for Your own safety and that of other users;
- 17.10 use the equipment and facilities in accordance with any induction training, and any further training provided. You and Your Visitors should not use any Facilities unless you are satisfied that you are competent to do so safely and properly. You must check with Our staff if you are in any doubt;
- 17.11 not tamper with or misuse equipment, or use Facilities which have been withdrawn from use pending repair or for any other reason;
- 17.12 check that equipment is in good working order before use. If you consider that the equipment or facilities are faulty, or may otherwise present a risk to health and safety, you must not use that equipment or facilities and should immediately report any faults to a member of staff;
- 17.13 promptly report to Us all damage, breakages or losses, which occur on Facility Grounds and which You or a Visitor becomes aware of (even if not Your fault or the fault of the Visitor);
- 17.14 comply with Our staff's reasonable instructions and requests, and treat them with respect;
- 17.15 not use Facility Grounds or the Facilities for any illegal or immoral purpose;
- 17.16 not enter any part of Facility Grounds except where the Facilities are located;
- 17.17 drive carefully when entering/leaving the Facility Grounds, adhering to the 10m.p.h. speed limit within the Facility Grounds.
- 17.18 inform Us in advance if you are expecting any disabled Visitors to make use of the Facilities;
- 17.19 only use the Facilities for the purposes described in the Booking Form;
- 17.20 take all reasonable precautions to ensure the health and safety of your Visitors while using Facility Grounds;
- 17.21 not do or permit any act that would make any insurance policy covering the Facility Grounds or the Facilities void or voidable or increase the premium;
- 17.22 not do anything that may cause a nuisance or annoyance to Us or to any other occupier of adjoining or neighbouring premises;
- 17.23 comply with any induction which We require (for example in relation to the use of sports equipment). You and Your Visitors must also declare any known medical conditions before being allowed to use any sports equipment or facilities. You and your Visitors must let the us know immediately should there be any change to your health, or should you develop any new medical conditions, which could affect your ability to use such equipment or facilities;
- 17.24 you must not use sports equipment or facilities if you have any concerns about your fitness, you are feeling unwell or are under the influence of alcohol or drugs;
- 17.25 ensure that at the end of the Licence Facility Grounds and the Facilities are cleared of Your effects and left in good repair and clean condition. You shall pay Our costs in relation to any

cleaning of the Facilities Grounds and / or the Facilities and / or removal of any rubbish or other material;

- 17.26 when using sports facilities or equipment, must wear suitable sports clothing and the correct footwear according to the sporting activity;
  - 17.27 allow Us to have access to Facility Grounds and the Facilities at all times in order to clean them and also to inspect them and to carry out repairs to the structure, roof, exterior and services; and
  - 17.28 not share occupation or possession of the Facilities and not allow any unauthorised persons access to the Facilities.
18. We do not guarantee that any particular item of equipment or facilities will be available. We may, either temporarily or permanently, withdraw, or make changes to, sports equipment and facilities.
  19. Unless we agree otherwise in writing, you must not use sport facilities or equipment for any purpose other than your own personal use. In particular you must not use sport facilities or equipment for any business purpose or to provide training and / or instruction to others.
  20. You are responsible for, and shall pay Our costs and expenses in connection with making good, any loss, theft, damage or destruction to any part of Facility Grounds (including any decorations, fixtures or fittings), any Facilities, equipment or anything else on Facility Grounds, caused by You or a Visitor. As an exception, You will not be liable for any loss, damage or destruction caused by fair wear and tear.
  21. You must not transfer, sub-let or assign the benefit of the Facilities Hire to any other person or organisation without Our prior written consent.
  22. You will ensure that the Hirer Representative is present at the Facilities during all Hire Periods.

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

23. We grant You a licence ("the Licence") to use the Facilities on the Hire Dates in common with the occupation and use of the Facilities by Us, Greenshaw Learning Trust, and all others authorised by Us or Greenshaw Learning Trust. The Licence is granted subject to the terms of the Agreement and the rights reserved for the benefit of Us as set out in the Agreement.
24. The Agreement is not intended to confer exclusive possession on You nor to create the relationship of landlord and tenant between You and Us.
25. The Facilities include the use of toilets, changing rooms, heating and lighting. The use of additional facilities will be supplementary and chargeable at Our rates in force from time to time.
26. We shall have priority over the use of the Facilities at all times. If We require any Facilities, (for example, for a special event, repair, or unforeseen event) then We may prevent You from using them. In such situations We will try and give You as much notice as possible, and will, upon

request, refund a pro rata proportion of the Hire Fee already paid, but We shall not otherwise be liable for the non availability of the Facilities.

27. We retain control and possession of the Facilities and the remainder of the Facilities Grounds and You have no right to exclude Us from the Facilities
28. We shall be entitled at any time to require to you to transfer to comparable facilities within the Facilities Grounds and You shall comply with this requirement
29. We reserve the following rights over the Facilities:-
  - 29.1 To prevent access to or remove from the Facilities any person or persons acting in any way which, in Our reasonable opinion, may cause a breach of the peace or may be considered to be harmful, undesirable or offensive;
  - 29.2 To prevent access to or to remove from Facilities any person who in Our opinion poses a security risk or who infringes regulations relating to the Facilities or the Facilities Grounds;
  - 29.3 To prevent access to or remove from the Facilities Grounds any person who in Our opinion is unsuitable to be in the vicinity of children or vulnerable adults;
  - 29.4 Of free access for Us and Our agents, employees, pupils and contractors to the Facilities at any time during the Licence;
30. A right at any time after the end of each period of hire at Your cost to remove from the Facilities and Facilities Grounds, all goods, equipment, waste and other materials brought onto the Facilities and Facilities Grounds by You and any Visitors and after 48 hours after the end of the Licence to treat any such goods, equipment, waste and other materials as refuse and dispose of the same.

#### **Termination**

31. Subject to clause 32, if either You or We commit a material breach of the Agreement, then the other may terminate the Agreement provided that (if the breach is capable of remedy) it has given the party in breach a reasonable opportunity to rectify the breach.
32. Each of the following shall be a material breach committed by You in respect of which We shall not be obliged to give You an opportunity to rectify:
  - 32.1 Any failure by You to pay the Hire Fee by the due date for payment;
  - 32.2 If You or any Visitor fails to comply with the Facility Code of Conduct in a material way;
  - 32.3 If You have become insolvent or bankrupt or, in Our reasonable opinion, there is a material risk that You are unlikely to be able to pay any sum owed to Us under the Agreement by the due date;
  - 32.4 Any breach of the Agreement by You which could endanger Your health or safety or the health and safety of someone else;
  - 32.5 Where, in Our reasonable opinion, Your conduct, or the conduct of Your Visitors, represents a risk to the health and safety or welfare of any person;
  - 32.6 Where, in Our reasonable opinion, Your conduct, or the conduct of Your Visitors has resulted or is expected to result in material damage to the Facilities or Facility Grounds; or
  - 32.7 If anything happens, or there are any circumstances, in relation to the contract or the Hirer which in Our reasonable opinion raise child protection concerns.
33. Subject to clause 36, if You unilaterally cancel the Facilities Hire, the Hire Fee remains payable save that where it is a short hire (ie there is less than 10 weeks between the start of the first Hire Period and the end of the final Hire Period) and you cancel by giving using at least four working days' notice ahead of the start of the first Hire Period, You will not be charged for the Facilities Hire (and We shall refund any Hire Fee already paid).
34. If the Agreement is terminated because of Your breach you shall be liable for (in addition to any other sums you may liable to pay):
  - 34.1 The Hire Fee to the same extent that you would have been liable but for the termination; and
  - 34.2 Any costs properly and reasonably incurred by Us in connection with the Facilities Hire which We would not have incurred if we had not entered into the Agreement. For example, if You asked us to book catering, You may be liable for Our unrecoverable costs in connection with the booking.

35. Termination will not affect either party's outstanding rights or duties, including Our right to recover from You any money You owe Us under the Agreement.
36. Under the Distance Selling Regulations you may have a right to cancel provided that you tell us within the cooling-off period (unless the Facilities Hire has already begun). The cooling-off period normally ends seven working days after the day the Agreement was made - or after written confirmation is received. Please note that this right only applies where the Agreement is entered into at a distance (eg, over the phone, or by email, for example).

### **Limitation of liability**

37. Subject to clause 43 below, We do not have any liability for any items (such as clothes, money or sport equipment) brought onto Facility Grounds unless Our staff agree in writing to look after them or they are stored in a secure location provided by Us in accordance with Our instructions.
38. We have no liability for damage to cars parked in the car park.
39. The total value of any items (excluding vehicles) brought onto Facility Grounds by You must not exceed £10,000 (including any items brought onto Facility Grounds by Visitors).
40. Subject to clause 43 below, We do not have any liability for any loss (including loss of personal possessions, injury or death) to the extent that the loss was caused by Your or a Visitor's failure to comply with the Agreement or being negligent. This means, for example, that We will not be liable if You injured Yourself because You failed to comply with instructions given by Our staff on how to use the Facilities.
41. Subject to clause 43 below, We do not have any liability for any loss (including loss of personal possessions, injury or death) to the extent that the loss was caused by a third party (such as a member of the public). This does not apply if the third party caused the loss because of Our negligence.
42. Subject to clause 43 below, We do not have any liability for any loss (including loss of personal possessions, injury or death) to the extent that the loss was caused by Your failure to provide Us with information or instructions as and when reasonably requested by Us or where We ought reasonably to have been provided with the information or instructions.
43. Regardless of anything else in the Agreement, We do not exclude, or limit in any way, Our liability for death or personal injury caused by Our negligence, fraud or fraudulent misrepresentation or for any other matter in respect of which it would be illegal or unlawful for Us to exclude, or attempt to exclude, Our liability.
44. Without limit to the generality of clause 49, the limitations and exclusions on liability set out in clauses 37 to 43 apply to the Learning Trust, to the same extent that they apply to Us.

### **Data Protection**

45. When you complete the application form, you will be providing personal information about you (and possibly your Visitors).
46. We will only use this personal information for the following purposes:
  - 46.1 to administer the Facilities Hire.
  - 46.2 to help Us comply with Our legal obligations (for example, We may need to keep a record for health and safety reasons if You or a Visitor is hurt).
  - 46.3 in order to improve the services which we offer.
  - 46.4 to tell you about other services which might be of interest to you (but you can opt out of this at any time).
47. We may share this information with the Greenshaw Learning Trust for the purposes listed above.
48. We do not sell your personal information to third parties.

## **General**

49. Where, and to the extent that, We have benefits or rights under, in connection with, or arising out of, the Agreement, the parties hereby agree that Greenshaw Learning Trust shall have those rights as well. Without prejudice to the generality of the foregoing "benefits or rights" shall include the right to the Hire Fee, the right to benefit from any limitation of liability, and the right to be provided with information, in each case, to the same extent as Us. However, nothing in this clause 49 shall require You to pay the Hire Fee in respect of the same Facilities Hire twice.
50. The only parties to the Agreement are You and Us. Subject to clauses 44, 49 and any other clause in the Agreement which gives Greenshaw Learning Trust rights or benefits under, arising out of, or in connection with, the Agreement, a person who is not a party to the Agreement shall not have any rights under it and shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement. For the avoidance of doubt, the parties may vary the Agreement (by written agreement) without Greenshaw Learning Trust consent.