Lumen Learning Trust
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Premises Hire Policy

DATE APPROVED BY LUMEN LEARNING TRUST	09/11/2026		
REVIEW DATE Annual	09/11/2027		
SIGNED CHIEF EXECUTIVE OFFICER	Mary Ellen McCarthy 	**DATE**	09/11/2026
SIGNED CHAIR OF TRUSTEES	Jo Roberts 	**DATE**	09/11/2026

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1. Aims

We aim to:

- Make sure the school's premises and facilities can be used, where appropriate, to support community or commercial organisations.
- Allow the hiring of the premises without using the school's delegated budget to subsidise this.
- Charge for the use of the premises to cover the costs of hire and, where appropriate, raise additional funds for the school.
- Not let any hiring out of the premises interfere with the school's primary purpose of providing education to its pupils.

2. Areas available for hire

2.1 Available areas

The school will permit the hire of the following areas:

- Sports hall
- Classrooms
- Tarmac covered external space and (MUGA)
- Playing fields and other external grounds
- Swimming Pool (Saxon Primary School) *Caretaker required*

2.2 Capacity and charging rates

The capacity and suggested rates for hiring each area are as follows:

AREA	BLOCK BOOKINGS* (PER HOUR)	LOWER RANGE (PER HOUR)	UPPER RANGE (PER HOUR)	LOWER RANGE (ONE OFF CHARGE)	UPPER RANGE (ONE OFF CHARGE)
Sports hall	£20 - £30	£27	£40	£150	£400
Classroom	£15 - £20	£20	£30	£60	£150
MUGA / Tarmac area	£18 - £27	£22	£35	£175	£250
Playing fields / Other outdoor space	£18 – £25	£20	£35	£125	£250
Swimming Pool	£41	£45	£55	£350	£500

Where a caretaker is required to open/lock or oversee the let in any way, a charge to cover their costs should be made, in addition to the hourly rates above.

*where a hirer agrees to commit to a block booking of at least 3 months in duration. A range is given to take into account the different costs that the Trust will incur depending on the time of year i.e a hire in the winter will incur increased heating and lighting costs.

Note: These tables will be reviewed during the autumn term for rates effective the following spring term

3. Charging rates and principles

3.1 Rates

Suggested lower and upper rates for hiring out different areas; both for regular rentals (per hour rate) and one off rentals, such as awards ceremonies, shows, parties etc., are listed in the table in 2.2 above, to allow flexibility if we decide that certain organisations or activities can use the premises for a reduced rate, or free of charge, if it supports the core aims of the school. Any reductions below the minimum rate must be agreed by the school's Headteacher and the trust's Chief Financial Officer (CFO) (or Chief Operations Officer (COO) in their absence).

The Facilities Manager is responsible for ensuring that the rates charged cover the school's costs – for example caretaker's costs (incl tax / NI), and any other add on costs, specific to any hire.

3.2 Cancellations

Cancellation terms are detailed in the terms of hire document (see Appendix 2 – section 8).

3.3 Review

The revenue raised from hiring out will be reviewed by the CFO and will be fed into the school's financial reporting, to ensure best value is being achieved.

4. Polling Day / Election Day Rates

(a) Candidates' public meetings £5.50 per hour
(b) Polling £75 per day

PLUS charge equal to the cost of the caretaker after 6 pm (incl. NI & Pension) or in early morning if not normally required under that caretaker's contract.

Under the Representation of the People Act 1983, rooms in state maintained schools (and in other publicly funded buildings) must be made available for candidates' public meetings free of charge, but the candidate must reimburse any costs incurred for heating, lighting, cleaning etc. The charge of £5.50 per hour is deemed to cover these costs only. Actual costs of the caretaker should be added in the normal way.

Charges for the use of school accommodation for polling purposes must similarly recover direct costs only. Again the actual cost of additional hours for the caretaker should be added.

The charges for electoral purposes are lower than other user rates because they aim to cover only direct costs and not average costs, as would normally be expected, in order to comply with the law on such use. However, these charges are deemed to cover the full cost to the school of election related lettings.

5. Application process

Those wishing to hire the premises should fill out the hire request form, which you can find in appendix 1 of this policy, and read the terms and conditions of hire set out in appendix 2.

The hirer should complete, sign the hire request form and submit it to the Facilities Manager. Approval of the request will be determined by the Facilities Manager and Headteacher.

If the request is approved in principle, the Trust will confirm the hire fee and issue an invoice for payment in advance. The hirer will also receive the emergency evacuation procedures and other relevant health and safety information and must provide evidence of public liability insurance. No booking may commence until the required documentation has been received, the agreement is in place and the Trust finance team has confirmed receipt of payment. The Facilities Manager will authorise site access only after these checks have been completed.

We reserve the right to decline any applications at our absolute discretion, in particular where the organisation does not uphold the values of the school, or reputational damage may occur.

6. Terms and conditions of hire

Full terms and conditions of hire are detailed in the terms of hire document (Appendix 2 page 9 onwards).

7. Safeguarding

We are dedicated to ensuring the safeguarding of its pupils at all times.

It is the responsibility of the hirers to ensure that safeguarding measures are in place while hiring out the space.

Full details of the safeguarding requirements are set out in the terms of hire document (Appendix 2 – section 4).

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Appendix 1: Hire request form

Before filling out a request form, please familiarise yourself with our terms and conditions for the hire of our premises and our rates of hire, which you can find in sections 2 and 5 of this policy. If you have any questions, please contact [name and details of staff member responsible for premises hire].

Name of applicant/organisation and company number (where applicable)	
Applicant contact details	Address: Phone no: Email address:
Preferred method of contact	
Purpose/activity of organisation	
Part of the premises requesting to be hired	
Date and time of first hire	
Is this a recurring request, or one off? If recurring, indicate the frequency and number of occurrences (e.g. weekly, 10 weeks)	
Number of expected participants in the activity	
Additional equipment you will require from the school (please note we may not always be able to provide this but will inform you where this is/is not possible)	
Additional equipment you will be providing yourself	

By signing below, I agree to the terms and conditions set out in the school's premises hire policy.

Name _____ Date _____

Signature _____

Please return this form via email to [insert email address here] or to the school office at [insert address]. We will be in touch to inform you if your application is successful, and if so details of the full cost and documents that will need to be shared.

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Appendix 2: Confirmation of license letter and terms of hire document

[•Hirer Name]
[•Hirer Address]

[• 00 month year]

Dear [•Hirer]
Hire of [ ] at [ ] School

Thank you for your interest in hiring facilities at [ ] School. This letter together with the attached document called the **Terms of Hire** set out the terms and conditions that apply to your booking.

Please read this letter and the Terms of Hire carefully and let us know if you have any questions or if there is anything which you are unsure about. Your attention is drawn to clause 3.12, clause 3.8.2 and clauses 9.1 to 9.8 of the Terms of Hire in particular.

Date of the Agreement	
Name of Hirer and contact details	[• name] [• company registration number (if applicable)] [• registered address (if applicable)] [• contact details]
Facilities (including residential accommodation if applicable)	Use of [ ] located at [ ] School.
Residential or non-residential	Non-residential
Hire Fee	The hourly rate for hire of the Facilities is [£ per hour]. The Fee will be invoiced in [advance] each month. The Hirer will receive an invoice from the Lumen Learning Trust finance team each month, which must be paid within 30 days of receipt.
Hire Date(s)	The Hirer will be able to hire the Facilities [during the 12 month period from [ ] to [ ]/on [day of the week] at [time]].
Payment Due Date	[• 00 month year]. Please see clauses 3.3 and 3.4 if no Payment Due Date is specified.
Special conditions	[The Hirer will be given a key to the Facilities by [ ] School. The Hirer will be responsible for opening and shutting the Facilities whenever the Hirer uses the Facilities during the Hire Dates.

	This key shall at all times remain the property of [ ] School. The Hirer shall ensure the key is stored safely and only used by authorised representatives of the Hirer. The Hirer shall not copy the key. The Hirer must return the key to [ ] School if requested to do so by any officer or representative of [ ] School or Lumen Learning Trust at any time, and will in any event return the key to [ ] School by the end of the Hire Dates.]

Your booking is with Lumen Learning Trust (Company Number 08670599) whose registered address is c/o Saxon Primary School, Briar Road, Shepperton, Surrey TW17 0JB.

The School is referred to as "We", "Us", "Our" in this letter and in the Terms of Hire.

The Agreement (as defined in the Terms of Hire) shall come into existence on the date written above, and shall (unless otherwise cancelled or terminated in accordance with its terms) continue until the end of the final of the Hire Dates, at which point it shall expire.

Please sign, date and return the enclosed copy of this letter to acknowledge Your agreement to the terms of this letter and the Terms of Hire.

I confirm that the information above is complete and accurate. I have read and agree to abide by this letter and the Terms of Hire.

[I enclose evidence of insurance (please see clause **Error! Reference source not found.** below); and c ompleted risk assessment and method statement (please see clause 3.8.9) below.]

Signed by [NAME] .....
[for and on behalf of [COMPANY] if Hirer is a company]
[00 month year]

Signed by [NAME] .....
for and on behalf of Lumen Learning Trust
[00 month year]

Your attention is drawn in particular to clause 3.12, clause 3.8.2 and clauses 9.1 to 9.8.
Background

(A) In exchange for You paying Us the Hire Fee, We will provide the Facilities Hire to You on the Hire Date(s) set out in the Cover Letter.

Agreed terms

1 **Interpretation**

1.1 The following definitions apply:

Agreement: The agreement (comprising the Cover Letter and these Terms of Hire) under which You hire the Facilities.

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). The Agreement includes any schedules listed in the Cover Letter.

Event Outside Our Control: as defined in clause 2.5 below.

Facilities: the facilities to be hired as set out in the Cover Letter including any of Our equipment used, or to be used, in connection with the Facilities.

Facilities Hire: the provision of the Facilities by Us and Your use of them as set out in the Cover Letter.

Hire Date(s): the date(s) and time(s) set out in the Cover Letter.

Hire Fee: the charges payable by You for the Facilities Hire, as set out in the Cover Letter.

Hire Rules: the additional rules which apply to the Facilities Hire. Hire Rules will be listed in the Cover Letter as a schedule where they are applicable.

Hirer Staff: each and every member of staff employed or engaged by You, or on Your behalf who will, or is due to, attend the School Premises.

Laws: all applicable laws, regulations, guidelines, codes of practice and includes, without limitation the Health and Safety at Work Act 1974, the Management of Health and Safety at Work Regulations 1999, HSE guidance entitled "Managing Health and Safety in Swimming Pools" (2007) and all other applicable regulatory requirements.

Licence: the licence described in clause 5.1 below.

School IPR: the School's name, crest and logo, any other intellectual property rights owned by the School or licensed by a third party to the School, and any intellectual property rights in any materials, documents or items which We prepare or produce for You in connection with the Facilities Hire.

School: Lumen Learning Trust (Company Number 08670599) whose registered address is c/o Saxon Primary School, Briar Road, Shepperton, Surrey TW17 0JB.

School Premises: the land and buildings at the School that are owned, used or controlled by the School, including all premises and land where Facilities are to be provided.

Service Provider: has the meaning given in clause 3.2 below.

Terms of Hire: These terms of hire.

Visitor: anyone You bring, invite or allow onto the School Premises such as friends, family, guests, delegates or customers of Yours, Hirer Staff and anyone who provides services for You such as caterers.

You: the person or persons named as the Hirer in the Cover Letter.

2 Our obligations

2.1 We will carry out Our obligations under the Agreement with reasonable skill and care.

2.2 The Facilities will conform in all material respects with the description set out in the Cover Letter and be fit for any purpose for which the Facilities You have hired are normally and properly used.

2.3 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.

2.4 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 by an Event Outside Our Control provided that We tell You that an Event Outside Our Control has happened.

2.5 An Event Outside Our Control means:

2.5.1 any act, event, non-occurrence, omission or accident beyond Our reasonable control; or

2.5.2 any of the following to the extent that it is beyond Our reasonable control:

(a) acts of God, flood, drought, earthquake, or other disaster;

(b) epidemic or pandemic or a realistic prospect of either;

(c) outbreak of Swine Flu, Avian Flu, SARS or any similar occurrence;

(d) terrorist attack, civil war, civil commotion or riots;

(e) change in law;

(f) fire, explosion or damage;

(g) loss during transport;

(h) adverse weather conditions (including unusual temperatures);

(i) interruption or failure of utility service, including, but not limited to, electric power, gas or water;

(j) any labour dispute, including, but not limited to, strikes, industrial action or lockouts;

(k) non-performance by suppliers or subcontractors; or

(l) collapse of building structures, failure to obtain raw materials, failure of machinery, computers or vehicles.

2.6 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.

2.7 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.

3 Your obligations

3.1 You are responsible for all Visitors. This means that any obligation in the Agreement to do something, or not to do something, is also an obligation on You to ensure that each Visitor does, or does not do, that thing.

3.2 You must seek prior written approval from Us if You intend to use any person (a **Service Provider**) to provide any services as part of Your hire of the Facilities (for example musicians). You must ensure that any such Service Provider (and their staff) have been given a copy of, and shall comply with, the Hire Rules. Any Service Provider (and their staff) shall be Visitors for the purposes of the Agreement (which means that You are responsible for their conduct). You must comply with the provisions of this clause 3.2 even if the Service Provider is a friend or family member.

3.3 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 Due Dates set out in the Cover Letter, in which case any Payment Due Date in the Cover Letter will prevail.

3.4 If the invoice or Cover Letter does not specify a due date for payment, or no invoice is raised, then the entire Hire Fee will be due on the date one month in advance of the first Hire Date, or if the Agreement is entered into during the period beginning one month prior to the first Hire Date then payment is due immediately upon the Agreement being entered into.

3.5 The Hire Fee does not include any VAT that is payable.

3.6 Without limiting any other remedies or rights that We may have, if You do not pay the Hire Fee by the due date:

3.6.1 We may cancel or suspend the Facilities Hire or any other services until You have paid the outstanding amounts; and

3.6.2 You (and Your Visitors) must vacate the School Premises if We ask You to.

3.7 All School IPR belongs to the School. You must not use School IPR without Our prior written permission. This means, for example, that You cannot use the School name or crest on promotional material without Our prior written permission.

3.8 You and Your Visitors must:

3.8.1 comply with all the requirements of health and safety and fire legislation and the Hire Rules (if any);

3.8.2 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. You must ensure that You are familiar with all such guidance, instructions and procedures before You begin the hire of the Facilities. **Grab Sheets are located at each School facility giving information on procedures in case of fire, contact details, emergency services and facility addresses. Please ensure that You and Visitors have read the Grab Sheet prior to using the Facilities**;

3.8.3 observe all rules and instructions relating to the use of the Facilities;

3.8.4 ensure that there is sufficient cover to support Visitors with disabilities and / or medical conditions including the administration of medicine and first aid provision, including adequate numbers of appropriately qualified first aid personnel and first aid equipment.

3.8.5 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 2013 (SI 2013/1471);

3.8.6 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 the equipment or facilities and should immediately report any faults to a member of Our staff;

3.8.7 promptly report to Us all damage, breakages or losses that occur on the School Premises and which You or a Visitor becomes aware of (even if these are not Your fault or the fault of the Visitor);

3.8.8 comply with Our staff's reasonable instructions and requests and treat them with respect;

3.8.9 at our request provide Us with risk assessments and method statements, including those from third party contractors where applicable, such as outside providers of technical equipment;

3.8.10 not use the School Premises or the Facilities for any illegal or immoral purpose;

3.8.11 not enter any part of the School Premises except where the Facilities are located;

3.8.12 drive carefully when entering / leaving the School Premises, adhering to the five miles per hour speed limit within the School grounds;

3.8.13 not smoke on the School Premises, and not consume or bring onto the School Premises any alcoholic beverages (unless otherwise agreed), drugs, solvents, weapons, computer hacking equipment, pornography or anything else which is illegal to possess or to bring onto the School Premises, or which presence on the School Premises could bring the School into disrepute or could reasonably damage the reputation of the School;

3.8.14 inform Us in advance if You are expecting any disabled Visitors to make use of the Facilities;

3.8.15 take all reasonable precautions to ensure the health and safety of Your Visitors while using the School Premises;

3.8.16 not do or permit any act that would make any insurance policy covering the School Premises or the Facilities void or voidable or increase the premium;

3.8.17 not do anything that may cause a nuisance or annoyance to Us or to any other occupier of adjoining or neighbouring premises;

3.8.18 ensure that at the end of the Licence the School Premises and the Facilities are cleared of Your effects and left in good repair and clean condition in accordance with the provisions of the Agreement;

3.8.19 allow Us to have access to the School Premises 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;

3.8.20 not share occupation or possession of the Facilities and not allow any unauthorised persons access to the Facilities;

3.8.21 not use blu tak, adhesive tape or nails to attach anything to the walls in the School Premises;

3.8.22 not change the heating or lighting controls or other electrical and building services equipment in the Facilities (except where reasonable to do so);

3.8.23 not allow anyone other than You, or Visitors, to enter or occupy the School Premises;

3.8.24 not in any way impede Us in the exercise of Our rights of possession and control of the School Premises;

3.8.25 ensure that all cars and other vehicles belonging to, or used by, You or Your Visitors are parked in accordance with Our directions notified to You from time to time;

3.8.26 not exceed applicable legal noise levels and ensure that noise levels are appropriate and reasonable for the use of the Facilities;

3.8.27 only use on the School Premises equipment approved by Us, and We have the right to ban the use of any equipment, and require You to remove such equipment, from the School Premises;

3.8.28 observe all laws, licences and regulations relating to the School Premises and the use of the School Premises;

3.8.29 use equipment and Facilities responsibly at all times, and take appropriate care for Your own safety and that of other users;

3.8.30 not use sports Facilities or equipment if there are concerns about fitness or if feeling unwell or are under the influence of alcohol or drugs;

3.8.31 use the equipment and Facilities in accordance with any instruction;

3.8.32 not use any equipment or Facilities unless satisfied that You (or your Visitors as the case may be) are competent to do so safely and properly. You must check with Our staff if You or Your Visitors are in any doubt;

3.8.33 use all equipment and Facilities safely and properly and in accordance with the instructions for use;

3.8.34 not tamper with or misuse equipment or use equipment or Facilities which have been withdrawn from use pending repair or for any other reason; and

3.8.35 not use the Facilities if such use could cause injury or harm to any person, without first putting the appropriate measures in place. For example, if a Visitor has a pre-existing health condition which could mean that they will hurt themselves or others, You must not allow that Visitor to use the Facilities, without first putting the appropriate measures in place; and

3.8.36 not make any alterations or additions to the Facilities.

3.9 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 the equipment and Facilities.

3.10 When taking part in sporting activities, You and Your Visitors must wear suitable sports clothing and the correct footwear according to the sporting activity. Outdoor shoes are not permitted in the sports hall.

3.11 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 the School Premises (including any decorations, fixtures or fittings), any Facilities, equipment or anything else on the School Premises, 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.

3.12 **Unless the Cover Letter provides otherwise, You must have insurance in place with cover of at least £5,000,000 which indemnifies You against any claim by any person (including any claim made by Us, any Visitor and any third party) in respect of any injury, loss or damage of or to any person or property which occurs on the School Premises, 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 Us and any Visitor). You must produce the insurance certificate and schedule of cover and the receipt for the premium for the full period of the Facilities Hire.**

4 Child Protection

4.1 You shall comply with the obligations set out in this clause 4 unless We have indicated otherwise in the Cover Sheet.

4.2 You shall provide Us with the names of all Hirer Staff before they attend the Premises.

4.3 It is a condition of this Agreement that You shall provide Us with written confirmation that the following checks have been completed on each of the Hirer Staff before the Facilities Hire can commence:

4.3.1 verification of identity against an official document containing a photograph of the individual;

4.3.2 that a satisfactory enhanced disclosure from the Disclosure and Barring Service (DBS) has been obtained;

4.3.3 that a check of the Children's Barred List has been completed and that the individual is not barred from working with children; and

4.3.4 such other checks as are specified by Us from time to time in order for Us to comply with Our statutory or regulatory obligations.

4.4 You shall provide Us with a copy of the enhanced DBS certificate for each of the Hirer Staff before they can attend the Premises so that We may determine whether the Hirer Staff are suitable to attend the Premises

4.5 You undertake and agree to immediately notify Us if:

4.5.1 any of the Hirer Staff are or become barred from working with children or adults;

4.5.2 any of the Hirer Staff are the subject of a referral to the DBS or any successor body;

4.5.3 any of the Hirer Staff are arrested, charged or convicted of any criminal offence the circumstances of which could have an impact on the welfare of children or adults;

4.5.4 any of the Hirer Staff receive a police caution, reprimand or warning the circumstances of which could have an impact on the welfare of children or adults;

4.5.5 there is a formal child protection investigation of any of the Hirer Staff or any member of their household under section 47 of the Children Act 1989, as amended;

4.5.6 You become aware of any circumstances relating to any of the Hirer Staff that may be reasonably be considered to pose a safeguarding risk to children or adults; or

4.5.7 there is any change in the circumstances of any of the Hirer Staff that affects their right to work in the UK.

4.6 If a notification is made under clause 4.5. You agree to provide Us with all information relevant to the notification so that We may determine whether the Hirer Staff in question are suitable to attend the Premises

4.7 You undertake and agree to ensure that each of the Hirer Staff shall comply with any reasonable code of conduct issued from time to time by Us in relation to the Facilities Hire.

4.8 If We determine that any member of Hirer Staff is unsuitable to attend the Premises for any reason We may in Our ultimate discretion exclude that person from the Premises and prevent their future attendance at the Premises.

4.9 All Visitors who are not Hirer Staff must not have unsupervised access to children or vulnerable adults.

4.10 **Where the obligations in this Clause 4 apply You must take such further steps as We require in connection with the safeguarding and welfare of children and/or adults so that We can comply with Our statutory or regulatory obligations and, upon request, provide Us with such evidence as We require regarding such steps.**

5 Licence to use the Facilities

5.1 We grant You a Licence to use the Facilities on the Hire Dates in common with the occupation and use of the Facilities by Us and all others authorised by Us. 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 and as follows:

5.1.1 We reserve the right to inspect, carry out repairs and maintenance (including but not limited to window cleaning and pest control), replace and modernise any part of the School Premises and Facilities and its services and take such other steps as may be necessary to erect and maintain scaffolding or other temporary structures or equipment around or within all or part of the School Premises and Facilities with consequent loss of light and inconvenience to anyone; and

5.1.2 We reserve the right at any time after the end of the Hire Dates, at Your cost, to remove from the School Premises, and to store, all structures, goods, equipment, rubbish, waste and other materials brought onto the School Premises by You or Your Visitors, and after the period of 48 hours following the end of the Hire Dates, to treat any such structure, goods, equipment, rubbish, waste or other materials, regardless of their nature, state or condition, as refuse and dispose of the same.

5.2 Subject to the other provisions of this clause 5, the Licence is granted together with the right of access during the Hire Dates to the Facilities over and along those paths and roads forming part of the School Premises specified by the School for the benefit of the You and Visitors.

5.3 You acknowledge that the Agreement is not intended to confer exclusive possession on You nor to create the relationship of landlord and tenant between You and Us and that You are permitted to use the Facilities as licensee only.

6 Termination

6.1 Subject to clause 6.2, 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.

6.2 Each of the following shall be a material breach in respect of which We shall not be obliged to give You an opportunity to rectify:

6.2.1 any failure by You to pay the Hire Fee by the due date for payment;

6.2.2 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;

6.2.3 any breach of the Agreement by You which could endanger Your health or safety or the health any safety of someone else;

6.2.4 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;

6.2.5 where, in Our reasonable opinion, Your conduct or the conduct of Your Visitors represents a risk to Our reputation or the reputation of the School;

6.2.6 where, in Our reasonable opinion, Your conduct or the conduct of Your Visitors has resulted or is expected to result in significant damage to the Facilities or the School Premises;

6.2.7 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.

6.3 If the Agreement is for a term of more than one year, We may terminate the Agreement at any time by giving You at least six months' prior written notice. We will refund any Hire Fees paid by You in respect of any future hires which have not yet taken place and which have been terminated under this clause 6.3

save that we reserve the right to apply such sums to pay any amount You owe to Us (such as our charges for any damage to the Facilities you are responsible for).

7 Consequences of Termination

7.1 Termination of the Agreement for any reason shall not affect the accrued rights and remedies of Us existing at termination.

7.2 On termination of this Agreement for any reason:

7.2.1 the Licence shall automatically terminate;

7.2.2 You shall immediately pay any outstanding unpaid Hire Fees due to us; and

7.2.3 You shall cease any use of School IPR and shall destroy any document containing any School IPR and any document or record embodying confidential information of the School.

7.3 The following clauses shall survive expiry or termination of the Agreement and shall continue in full force and effect: 7, 8, 9, 10 and 11 and any other clause which expressly or by implication has effect after expiry or termination of the Agreement shall continue in full force and effect.

8 Cancellation

8.1 If You unilaterally cancel the Facilities Hire before the first Hire Date, and subject to the provisions of clauses 8.2 and 8.3, the Hire Fee remains payable but will be reduced as follows:

Notice period given	**Reduced Hire Fee**
More than two months	25% of the Hire Fee payable
Between one and two months	50% of the Hire Fee payable
Less than one month	75% of the Hire Fee payable
Less than one week	100% of the Hire Fee payable

8.2 If the Agreement is terminated because of Your breach, You shall be liable for (in addition to any other sums You may be liable to pay):

8.2.1 the Hire Fee to the same extent that You would have been liable but for the termination; and

8.2.2 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.

8.3 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.

9 Limitation of liability

9.1 **Subject to clause 9.8 below, We do not have any liability for any items (such as clothes, money or sport equipment) brought onto the School Premises 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.**

9.2 **We have no liability for damage to cars parked in the car park.**

9.3 **The total value of any items (excluding vehicles) brought onto the School Premises by You must not exceed £10,000 (including any items brought onto the School Premises by Visitors).**

9.4 **Subject to clause 9.8 below, We have no liability for any goods, possessions or equipment brought onto the School Premises in connection with the provision of goods or services (such as equipment brought onto the School Premises by caterers or any band You have hired) and, unless the Cover Letter specifies otherwise, You must ensure that You have full insurance to cover any loss, damage to, or destruction of such equipment.**

9.5 **Subject to clause 9.8 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 negligence, or failure to comply with the Agreement. 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.**

9.6 **Subject to clause 9.8 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.**

9.7 **Subject to clause 9.8 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.**

9.8 **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.**

10 Data protection

10.1 When You complete the application form, You will be providing personal information about You (and possibly Your Visitors).

10.2 We will only use this personal information for the following purposes:

10.2.1 to administer the Facilities Hire;

10.2.2 to keep You updated about events and activities which may be of interest to You;

10.2.3 to enable Us to improve the services We offer to members (including You); and

10.2.4 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).

10.3 We do not sell Your personal information to third parties.

10.4 We reserve the right to take photographs and videos of events taking place on the School Premises for use in connection with publicity. We will seek the consent of individuals before taking any photographs or videos for these purposes but if there is any reason why We should not take such photographs or videos, or if You have any concerns or objections to this, You must let Us know.

11 General

11.1 The only parties to the Agreement are You and Us. A person who is not party to the Agreement shall not have any rights under or in connection with it.

11.2 No failure or delay by a party to exercise any right or remedy provided under the Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further

exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

11.3 The Agreement shall be governed by English law and the parties agree to submit to the exclusive jurisdiction of the English courts in connection with any dispute arising hereunder, save that We may enforce Our rights in School IPR in any relevant jurisdiction.

11.4 Nothing in the Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party.

11.5 These terms apply to the Agreement to the exclusion of any other terms that You may seek to impose or incorporate (including any terms or conditions which the You purport to apply under any purchase order, confirmation of order, specification or other document), or which are implied by trade, custom, practice or course of dealing.

12 **[Compliance Obligations in relation to Pool Hire**

12.1 The following provisions will apply where the Facilities involve the use of a swimming pool:

12.1.1 You must provide fully qualified and trained lifeguards that meet all applicable legal and regulatory requirements. You must ensure that there are a sufficient number of lifeguards available for the number of swimmers in the pool at any time and that sufficient systems of supervision are in place;

12.1.2 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 3.8.2). 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;

12.1.3 We reserve the right to ensure that the arrangements for safety are being implemented by the occasional checking of such activities to ensure that agreed supervision is being provided and that any agreed rules of behaviour are being observed. Please therefore ensure that You have in place sufficient systems of supervision for both Your employees and Visitors;

12.1.4 it is Your responsibility to ensure that all Visitors are fit to use the swimming pool;

12.1.5 no photography by any device is permitted unless the use of the swimming pool is a private hire, in this case it is Your responsibility to obtain photo consent; and

12.1.6 You must ensure that appropriate systems to monitor activities involving children are in place.

12.2 In relation to the hire of pool facilities You acknowledge that We are subject to regulation by the Health and Safety Executive ("HSE") and You agree that You will give Us all the assistance that We reasonably require to comply with the requirements of the HSE and any other applicable regulatory body. You therefore agree to comply with the provisions of this Agreement to enable Us to comply with the relevant Laws.

12.3 You shall not do, attempt or omit to do or permit to be done anything which would require or result in or otherwise cause Us to be in breach of the relevant Laws. For the avoidance of doubt, should We consider, in our reasonable opinion, that any act or omission by You (whether as part of the terms of hire or otherwise) will or may place Us in breach of any of the relevant Laws, We shall be entitled to take such action as it deems necessary to ensure that We continue to comply with all relevant Laws.

12.4 You agree to indemnify Us and keep Us indemnified against any liability, loss, costs or expenses suffered by Us as a result of or arising from any breach of the relevant Laws by You or any of your respective employees, contractors or agents except to the extent that any losses arise as a result of any breach of the relevant Laws or the requirements of any other regulatory body by us.]