



LETTINGS POLICY

Author:	Trust Lettings Manager
Approval needed by:	Chief Financial Officer
Consultation required	n/a
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The Purpose of the Policy

The purpose of this policy is to set out the basis under which school facilities may be used by third parties when not required by the school itself.

This policy has been drawn up by the Trust Lettings Manager to provide instructions for the Trustees and Academy Leadership Teams on how such lettings should be managed.

Policy Statement

The de Ferrers Trust is able to provide assurances that the facilities are accessible for community use and we agree to make these facilities available outside of the school hours through controlled lettings under the management of the Trust Lettings Manager.

For completeness on this matter this statement covers all facilities to be made available to the community, which extends beyond the school's sports facilities.

- The needs of the school, that is the Principal, staff and pupils, shall be given priority;
- Use for school purposes (e.g. Parents evening, school clubs, fixtures and Governors meetings) shall not incur any lettings charges;
- The lettings tariff is defined by the Trust Lettings Manager (in consultation with the Principals) and agreed by the Chief Executive and/or the Chief Financial Officer. This is reviewed annually during the summer term in preparation for the following academic year, or more frequently should the need arise.
- On enquiry, all potential hirers will be directed to the online booking system: SchoolHire. <https://deferrerstrust.schoolhire.co.uk/>

Facilities

The Trust venues, together with the facilities they are able to offer for community use, are:

The de Ferrers Academy (Trent Campus, Dove Campus and Sixth Form Centre)

- Sports Hall (4 courts and cricket nets)
- Two gymnasiums (Trent and Dove)
- Two main halls with stages (Trent and Dove)
- Two dining rooms (Trent and Dove)
- Classrooms (All)
- Activity Hall (SFC)
- Lecture Theatre (SFC)
- Meeting rooms (Trent and Dove)
- Lecture Classroom (Trent)
- Social Space (SFC)
- Outdoor Courts (Trent and Dove) (Tennis and Netball court markings)
- Grass Pitches (Trent and Dove) (3 x 11v11, 1 x 9v9, 1 x mini soccer)
- Cricket Pitch (Trent)
- Drama Rooms (Dove)

The Pingle Academy

- Sports Hall (4 courts and cricket nets)
- 3G Pitch
- Swimming Pool (20m x 8m)
- Main Hall with stage
- Classrooms

- Dining Hall
- Gymnasium
- Outdoor Courts (Tennis and Netball court markings)
- Grass Pitch (1 x 11v11)
- Drama rooms

Granville Academy

- Sports Hall (3 courts)
- Activity Hall
- Main Hall with stage
- Classrooms
- Outdoor Floodlit Court (Tennis and netball markings)
- Outdoor Non-Floodlit Courts (Tennis and Netball court markings)
- Grass Pitch (1 x 11v11, 1 x 9v9)
- Drama rooms

Lansdowne Infant School

- Main Hall
- Classrooms

Eton Park Primary School

- Main Hall
- Classrooms
- Grass field (1 x 9v9)

Horninglow Primary School

- Main Hall
- Classrooms

Richard Wakefield CE Primary Academy

- Main Hall
- Dining hall
- Classrooms
- Grass field

All venues have free, secure on-site car parking.

Hours of Use

Hours of use for the facilities are expected to be as follows:

Monday – Friday

5:30pm (6.00pm at DFA) to 10.00pm during term time

8.00am – 10.00pm – school holidays

Saturday & Sunday

8.00am – 10.00pm

Due to restrictions on floodlighting/noise the 3G Pitch at The Pingle Academy is only available until 7pm from 1 May – 31 August and until 9.30pm at all other times.

Use of these facilities may be restricted at times, due to usage for school activities.

Access beyond the above times may be granted upon prior agreement with the Trust Lettings Manager (who will consult with the school directly).

Access by Non-School Users

Access to the facilities will be gained through the identified entrance under the supervision of the Trust Lettings Staff (Community Duty Officers).

Management Responsibilities

The facilities will be managed by the Trust Lettings Team during the identified lettings hours and users will be expected to abide by the terms and conditions of hire (see appendix A). The Trust reserve the right to terminate any letting where there is evidence that the organisation is in breach of any of the terms and conditions of hire or effects unnecessary damage to the facility. Terms and conditions must be read and accepted as part of the online booking process.

Lettings Charges

Charges will be subject to review by the Trust Lettings Manager and be agreed by the Chief Financial Officer. Charges will be reviewed each year during the summer term and set with due regard to charges for similar facilities within the local area.

Definition of Letting Type

Casual user – a booking/ user that uses the facility sporadically on an ad-hoc basis with no commitment or regularity from 0-9 weeks

Block booking – a booking/ user that makes an occurring booking of 10+ weeks

All Year Round booking – A booking/ user that makes an occurring booking for 40+ weeks

Summary

School venues have a high regard for community access and availability. As such, the school are able offer commitment to both support and develop opportunities with the local community.

The school is committed to supporting and enriching the lives of those from the local community. As such letting of the facility is constantly reviewed to ensure that it meets the needs of the local community in terms of the cost, quality and variety of activity.

The facilities will be supervised by a team of Community Duty Officers, under the management of the Trust Lettings Manager.

Appendix A – Terms and conditions

INTERPRETATION

1. Definitions.

In these Conditions, the following definitions apply:

“Academic Year” from 1 September in one year to 31 August in the following year.

“Activities” the activities to be carried out by the Facility User at the Facilities as detailed in the Booking or as otherwise agreed in writing by The de Ferrers Trust

“Adult at Risk” or **“Vulnerable Adult”** an adult for whom an organisation has safeguarding responsibilities. The Care Act 2014 Statutory Guidance (2014) describes these as applying to an adult who:

- has needs for care and support (whether the local authority is meeting any of those needs) and;
- is experiencing, or at risk of, abuse or neglect; and
- as a result of those care and support needs is unable to protect themselves from either the risk of, or the experience of abuse or neglect.

“All Year-Round Booking” a Block Booking for a minimum of 40 weeks within one Academic Year or which is booked at any point throughout an Academic Year for consecutive weekly sessions until the end of that Academic Year.

“Block Booking” a series of Bookings of Facilities made in advance, for a minimum of ten consecutive weeks with each Booking being the same type of Activity at the same School and the interval between each Booking being between 1-13 days.

“Booking” the Facility User’s request to The de Ferrers Trust for the hire of the Facilities made via the Site.

“Booking Confirmation” has the meaning given in clause 2.3.

“Charges” the charges payable by the Facility User in accordance with clause 11.

“Children” or **“Young People”** persons under the age of eighteen (18) years.

“Conditions” these terms and conditions as amended from time to time in accordance with clause 16.8 and any other documents incorporated into these Conditions as set out at clause 1.2(c).

“Customer Sign in Sheet” the Customer Sign in Sheet to be completed and signed by an authorised representative of the Facility User upon entry to the Facility. An example of this can be found in the safeguarding policy which is available in the client document folder.

“Confirmed Booking” has the meaning given to it in clause 2.4

“Contract” the contract between The de Ferrers Trust and the Facility User for the hire of the Facilities in accordance with these Conditions and the details of the Confirmed Booking as detailed on the Site.

“Discount” a discount provided for a Confirmed Booking as The de Ferrers Trust in its discretion may agree to provide to the Facility User.

“Facilities” the premises, sports grounds or other facilities of the School to be made available for the Activities.

“Facility User” the company, club, group, organisation or person hiring the Facilities via the Site.

“Grass Fixture” a Confirmed Booking of a grass pitch

“Individuals” the employees, agents and volunteers of the Facility User, speakers,

influencers and other individuals to whom the Facility User makes available the Facilities or who take part in Activities.

“**Prevent**” has the meaning set out at <http://www.itai.info/what-is-prevent/>

“**Safeguarding Policy**” the safeguarding policy set out in the client document folder “The de Ferrers Trust safeguarding policy and docs”.

“**Safeguarding Procedures**” the procedures and code of safe conduct linked to the Safeguarding Policy and referred to in the client document folder “The de Ferrers Trust safeguarding policy and docs”.

“**School**” an Academy which is part of The de Ferrers Trust

“**School Activities**” any activities including but not limited to parents’ evenings, school productions, open evenings and examinations, which are to be held by for or on behalf of the School on or at the Facilities.

“**Site**” the online booking system managed by The de Ferrers Trust and made available to the Facility User to make Bookings or a replacement site as notified by The de Ferrers Trust to the Facility User.

“**Short Term Booking**” one off bookings/events, half term and summer camps and any booking that is not a Block Booking

“**Working Day**” a day (other than a Saturday, Sunday or public holiday) when UK clearing banks in the city of London are open for business.

2. Construction

In these Conditions, the following rules apply:

- a. person includes a natural person, corporate or unincorporated body (whether having separate legal personality);
- b. clause, schedule and paragraph headings shall not affect the interpretation of these Conditions and a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
- c. the additional documents referred to within these Conditions and/or provided from time to time by The de Ferrers Trust to the Facility User form part of these Conditions and shall have effect as if set out in full in the body of this Contract. Any reference to these Conditions includes such documents;
- d. a reference to a party includes its personal representatives, successors or permitted assigns;
- e. a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- f. any phrase introduced by the terms including, include, or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- g. a reference to writing or written does not include faxes or text messages but does include emails and messaging via the Site.

3. BASIS OF CONTRACT

3.1. The Booking constitutes a formal request by the Facility User to hire the Facilities from The de Ferrers Trust for the Activities in accordance with these Conditions and any other documentation on the Site or provided by The de Ferrers Trust to the Facility User.

3.2. The de Ferrers Trust shall confirm receipt of the Booking but such confirmation shall not be taken as acceptance of the offer made by the Facility User. Any Booking shall only be considered by The de Ferrers Trust.

Upon The de Ferrers Trust being satisfied (in its discretion) of the following conditions:

- a. the authorised representative of the Facility User submitting the Booking must be over 18 years of age;
- b. where appropriate and/or required by The de Ferrers Trust, The de Ferrers Trust must receive a copy of the Facility User's valid and continuing public liability insurance certificate with the Booking or within 30 days from the date of the Booking, or by the date of the first use of the Facilities set out in the Booking;
- c. the receipt by The de Ferrers Trust of any other information or documents it notifies the Facility User to be required by any date set by The de Ferrers Trust; and the availability of the Facilities in accordance with the Booking.

3.3 If documents or information requested under clause 3.2(b) or 3.2(c) are not provided by the Facility User by the relevant specified date then The de Ferrers Trust may at its discretion cancel any provisional Booking and retain any monies paid for such Booking.

3.4 Following the satisfaction of the conditions noted in clause 3.2 (at the sole discretion of The de Ferrers Trust), The de Ferrers Trust shall provide written confirmation to the Facility User via the Site which will contain confirmation of the details of the Booking by the Facility User (the "Booking Confirmation") at which point the Booking shall be a Confirmed Booking and the Contract for such Confirmed Booking shall come into existence.

3.5 If the Booking is varied by The de Ferrers Trust before the date and time the Activity is due to take place, The de Ferrers Trust shall notify the Facility User and the Facility User may at its option either:

- a. accept such variation in which case the Contract shall be varied to be in accordance with the varied Booking (and if the Facility User does not reject such variation within five days of the notification made by The de Ferrers Trust it shall be deemed to have accepted such variation), or
- b. reject such variation in which case the Booking shall automatically terminate and to the extent that the variation can reasonably be determined to be a material variation of the Booking, The de Ferrers Trust shall refund to the Facility User any payments made by the Facility User which relate to such Booking.

3.6 The Contract constitutes the entire agreement between the parties. The Facility User acknowledges that it has not relied on any statement, warranty, assurance, promise or representation made or given by or on behalf of The de Ferrers Trust which is not set out in the Contract.

3.7 These Conditions apply to the Contract to the exclusion of any other terms that the Facility User seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

3.8 The Facility User acknowledges that it has been granted a non-exclusive licence to use and occupy the Facilities by the School ("Licence")

3.9 The Facility User agrees that if the Licence terminates or its terms are changed resulting in The de Ferrers Trust being unable to provide the Facilities on the basis set out in the Contract, the relevant Contract will terminate and The de Ferrers Trust shall not be liable to the Facility User for any losses, damages, costs, expenses or other liabilities resulting from or in connection with the termination of such Contract.

3.10 The Facility User agrees and acknowledges that the Facilities are made available to the Facility User by The de Ferrers Trust on the terms set out in the Licence, shall be used by the Facility User solely for the purpose of exercising its rights under this Contract, and shall be vacated upon notice by The de Ferrers Trust.

3.11 The Facility User shall limit access to the Facilities to such persons as is necessary to enable it to exercise its rights under this Contract and the Facility User shall co-operate (and ensure that the Individuals co-operate) with such other persons using the Facilities as The de Ferrers Trust may request. If the use of the Facilities shall involve inviting a crowd to spectate, this must be stipulated in the Booking.

3.12 The Facility User shall not make any modifications or alterations to the Facilities, which includes making markings or holes (for example for goal posts) in any outdoor Facilities.

3.13 The Facility User shall (and shall ensure that the Individuals shall) observe and comply with such rules and regulations as may be in force at any time for the use of the Facilities as determined or advised by The de Ferrers Trust from time to time. For the avoidance of doubt, the Facility User shall comply with relevant government guidance in relation to Covid-19.

3.14 The parties agree that there is no intention on the part of the School or The de Ferrers Trust to create a tenancy of any nature whatsoever in favour of the Facility User and that no such tenancy has or shall come into being and, notwithstanding any rights granted pursuant to the Contract, the School and The de Ferrers Trust retain the right at any time to use any Facilities occupied or used by the Facility User in any manner it sees fit.

4 FACILITIES HIRE

4.1 The Facility User acknowledges and agrees that the Facilities are made available by The de Ferrers Trust and that neither the School nor any Agent is a party to any arrangements with the Facility User. Any changes to the Licence must be requested via the Site.

4.2 The Facility User acknowledges and agrees that The de Ferrers Trust has not given any warranties, representations or otherwise as to the suitability of the Facilities for the Activities.

4.3 The de Ferrers Trust shall use reasonable endeavours to accommodate the Booking on the dates required by the Facility User, but Bookings are not accepted until they are Confirmed Bookings as set out in clause 2.4.

5 FACILITY USER'S OBLIGATIONS

5.1 The Facility User shall:

- a. ensure that the details of the Facility User, the Booking and other information inputted to the Site or otherwise provided to The de Ferrers Trust are complete and accurate and acknowledges that no changes may be made to the Booking without the prior approval of The de Ferrers Trust save to the extent that such changes relate to an All Year Round Booking and is made in line with [clause 11]the cancellation Policy;
- b. complete the Customer Sign in Sheet upon entry to the Facilities, and provide photographic identification to the member of School staff who is granting entry, this must be completed for each use of the Facilities;
- c. co-operate with The de Ferrers Trust in all matters relating to the hire and use of the Facilities;
- d. be responsible for ensuring that all necessary licences, permissions and consents which may be required in order to carry out the Activities are obtained, before the date on which the Activities are to start and are maintained throughout the Facility User's use of the Facilities; and
- e. read and comply at all times with and procure the compliance of Individuals with the terms of the Safeguarding Policy and the procedures and code of safe practice linked to the safeguarding policy in the client document folder "The de Ferrers Trust safeguarding policy and docs", where the Activities involve the provision of activities to Children, Young People and Adults at Risk;
- f. ensure that it or Individuals using music or displaying videos have obtained the relevant artist, performance or broadcast licences, e.g. PPL or PRS, prior to commencing such activities at the Facilities; and ensure that any equipment with a plug brought in by the Facility Users (or its employees or agents) has been PAT tested (Portable Appliance Test) within the last 12 months.

5.2 The de Ferrers Trust is vigilant to the possibility that the Facilities may be requested by people wishing to run an extremist event or meeting supporting extremist matters. The de Ferrers Trust does not accept bookings from individuals or organisations that it considers in its discretion to be extremist. The Facility User must at the time of Booking inform The de Ferrers Trust of all names by which it is known and all key individuals, speakers or influencers attending the Facilities or having any involvement with the Booking update The de Ferrers Trust of any subsequent changes of such names or involvement of such Individuals. The de Ferrers Trust reserves the right to cancel any Confirmed Booking should it in its discretion consider the Facility User or any Individual to have extremist connections.

5.3 Bookings will not be accepted from persons acting on behalf of a third party unless this is declared at the time of the Booking.

5.4 The Facility User must honestly declare the proposed use of the Facilities. Any actual or apparent misrepresentation may result in cancellation of the Booking by The de Ferrers Trust with no liability to the Facility User.

6 INSURANCE

6.1 Unless otherwise agreed by The de Ferrers Trust, where applicable the Facility User shall affect and maintain with a reputable insurance company, public liability insurance, and provide The de Ferrers Trust with a copy of the insurance certificate and any other associated documentation that The de Ferrers Trust reasonably requests.

6.2 The Facility User shall be responsible for ensuring that its public liability insurance policy provides adequate cover for any accidents, losses or safeguarding concerns which may be claimed or incurred in connection with the Activities.

7 PERSONAL DATA

7.1 All personal data is held and processed in accordance with our privacy policy.

7.2 The Facility User shall be responsible for complying with all applicable data protection legislation, including but not limited to obligations under UK General Data Protection Regulation and the Data Protection Act 2018.

8 HEALTH AND SAFETY

8.1 The Facility User warrants and represents that it shall at all times, and shall procure that all Individuals taking part in the Activities shall comply with all relevant health and safety legislation, enactments and regulations and all School policies and procedures including but not limited to fire evacuation and other emergency procedures provided by The de Ferrers Trust or the School from time to time. A School map and Fire Evacuation Procedures are available on the Site.

8.2 The Facility User acknowledges and accepts that:

- a. the Facility User shall be responsible for ensuring that persons with the requisite level of first aid training is present throughout the Activities;
- b. the Facility User is responsible for providing any and that first aid equipment is available during the Activities; and
- c. neither The de Ferrers Trust nor the School shall be responsible for ensuring that a first aid trained member of staff is present at the Activities or for the provision of first aid equipment.

8.3 Where the Activities involve the use of kitchen and catering facilities at the School, the Facility User warrants, represents and undertakes that it shall at all times and shall procure that all Individuals comply with all food safety and hygiene legislation, enactments and regulation and shall ensure that following the Activities, the kitchen and catering facilities and any associated equipment and utensils are left in a clean and hygienic manner and free from contamination of any description.

8.4 Where the Activities involve the use of swimming, the Facility User acknowledges and accepts that the Facility User shall be responsible for ensuring that persons with the requisite level of lifeguard training is present throughout the Activities and that neither The de Ferrers Trust nor the School shall be responsible for ensuring that a lifeguarding trained member of staff is present at the Activities.

9 SAFEGUARDING AND CHILD/ADULT PROTECTION & PREVENT

9.1 The Facility User warrants and represents that it shall at all times and shall procure that all persons taking part in the managing and operating of Activities shall comply with safeguarding legislation and guidance, and The de Ferrers Trust safeguarding policy and procedures.

9.2 The Facility User acknowledges and accepts that the Facility User shall be responsible for ensuring that all Individuals involved in undertaking, overseeing or organising Activities shall have the requisite level of safeguarding knowledge, awareness and competence to undertake their role, and that neither The de Ferrers Trust nor the School shall be responsible for ensuring that Individuals are knowledgeable, competent and aware in terms of safeguarding.

9.3 If so, requested by The de Ferrers Trust, the Facility User shall provide evidence that appropriate Disclosure and Barring Services certificates (DBS Certificates) have been obtained for any key Individuals who will be accessing the Facilities.

9.4 The Facility User further acknowledges and accepts that the Facility User shall be responsible for ensuring that all Individuals involved in undertaking, overseeing or organising Activities shall be recruited using safer recruitment methods and processes, including criminal record checks, (i.e. methods and processes that follow good safeguarding practice) and shall be trained, supervised and managed to ensure that there is consistent and thorough implementation of safeguarding policies and procedures in the client document folder "The de Ferrers Trust safeguarding policy and docs".

9.5 The Facility User undertakes to ensure that, in undertaking Activities, the Facility User will use only Individuals that it has vetted as being suitable to work with Children, Young People and Adults at Risk – in accordance with The de Ferrers Trust policy and procedures.

9.6 In accordance with the The de Ferrers Trust safeguarding policy and procedures, the Facility User undertakes to report to The de Ferrers Trust, using the appropriate form any safeguarding concerns that come to its attention in relation to Children, Young People or Vulnerable Adults and any safeguarding concerns that arise in relation to alleged behaviour by Individuals involved in undertaking Activities.

9.7 Each party recognises that under the Counterterrorism and Security Act 2015 schools and colleges have a duty to pass on any information they have in relation to concerns about people being drawn into terrorism or extremist activities. In occupying and using the Facilities, The de Ferrers Trust considers itself to be under such a duty and will pass on any such information to the School. Training on Prevent is therefore included in for The de Ferrers Trust staff in the The de Ferrers Trust induction programme and referrals are dealt with in the same way as safeguarding referrals.

10 THE FACILITIES

10.1 The Facility User acknowledges and agrees that:

a. the Facility User shall be responsible for ensuring that the Facilities and that all equipment and materials provided for use by the Facility User including but not limited to, sporting, catering and IT equipment ("School Equipment") are safe, in full working order and suitable for the Activities;

- b. the Facilities are to be left in the same condition that the Facility User found them at the start of the Activities and in the event that any School Equipment and/or the Facilities are damaged or destroyed during or as a result of the Activities, the Facility User shall, within 5 Working Days of being notified to do so by The de Ferrers Trust and upon the provision of evidence of the cost of such repair or replacement, pay for the repair or replacement of any School Equipment and the cost of rectifying any damage to any of the Facilities, such payment to be made before any further use of the Facilities by the Facility User. The de Ferrers Trust may at its option set the whole or part of such payment off against any payment for Bookings made by the Facility User;
- c. In the event of an incident whereby the Facilities User damages the Facilities, they shall not be permitted to arrange their own contractors to repair the damage. The de Ferrers Trust shall be responsible for arranging its own repairs, and shall invoice the Facility User for the cost
- d. it shall not permit smoking or the use of e-cigarettes on or in the Facilities;
- e. it shall not permit any form of media recording (including but not limited to pictures, video recordings, live streaming etc.) to take place on the Facilities without prior written approval by The de Ferrers Trust. In the event that such approval is provided the Facility User warrants that it shall not allow any recording to include any School names or logos;
- f. it shall not permit alcohol on or in the Facilities without the prior written consent of The de Ferrers Trust;
- g. the Facilities are to be used by the Facility User only for Activities as detailed in the Booking Confirmation and for no other purpose unless approved by The de Ferrers Trust in writing;
- h. the Facility User can only store any of its own equipment at the Facilities with prior written agreement of The de Ferrers Trust; and
- i. the Facility User accepts that that neither The de Ferrers Trust nor the School shall be responsible for the safety or security of any Facility User equipment stored at the Facilities.
- j. in the event that the Activities to be undertaken on the Facilities include the use of a swimming pool, it shall provide evidence that appropriate skilled individuals will be present at all time during such Activities. At a minimum this shall include a qualified lifeguard and a qualified swim instructor. The Facility User shall also provide The de Ferrers Trust with copies of the appropriate certificates evidencing such individual's qualifications together with a copy of a valid DBS certificate for such individuals.

11 THE ACTIVITIES

11.1 The Facility User acknowledges and accepts that it shall be responsible for the coordination, running and risk assessment of the Activities, the safety, protection and good conduct of those taking part in the Activities (including for the avoidance of doubt, Children, Young People and Adults at Risk) and the care and protection of the Facilities, all School Equipment and other School property throughout the Activities and that neither The de Ferrers Trust nor the School will provide any assistance or supervision in respect of the Activities.

11.2 The Facility User shall promptly report any accident, injury, safeguarding concern, damage to the Facilities, the School Equipment or any other School property to The de Ferrers Trust

12 CHARGES AND PAYMENT

12.1 The Charges shall be as set out on the Site unless otherwise confirmed by The de Ferrers Trust.

12.2 Discounts are strictly subject to any condition set out in relation to such Discount being fulfilled and may be withdrawn by The de Ferrers Trust upon notice to the Facility User if such Discount no longer applies, in which case the full Charges shall be payable.

12.3 The de Ferrers Trust may in its discretion invoice the full amount of a Booking when the Booking Confirmation is provided to the Facility User.

12.4 The de Ferrers Trust shall provide the Facility User with a payment schedule for Block Bookings and All Year Round Bookings at the same time as the Booking Confirmation. Payment shall be automatically taken by The de Ferrers Trust in accordance with the payment schedule, using the bank card details provided by the Facility User.

12.5 The payment schedule provided by The de Ferrers Trust may include a 50% non-refundable deposit for holiday camps or other wide-scale use of Facilities, or a refundable damage deposit for events and other large one-off activities.

12.6 Monthly invoices are raised by The de Ferrers Trust, in advance, on the first day of the month prior to the month to which the invoice relates. Once invoice is raised this cannot be amended and must be paid in full. Any monies owed to the Facility User will be deducted from future bookings or refunded if no future bookings.

12.7 Payment of invoices is due in cleared funds upon receipt of the invoice, and time of payment shall be of the essence of the Contract. Details of how payment may be made are set out in schedule 8. The Facility User shall pay the invoice submitted by The de Ferrers Trust in full and all funds must be cleared in The de Ferrers Trust bank account, and time for payment shall be of the essence of the Contract. Holiday camp bookings made during school holidays are subject to a 50% non-refundable deposit. Events and Large one-off activities may be subject to a refundable damage deposit. BACS Payment The de Ferrers Trust may at its sole discretion accept BACS Payment. Any such payments will need to be received in cleared funds at least 5 days before the start of any Booking to which the payment relates. A copy of the remittance must be emailed promptly to the finance team at The de Ferrers Trust. Details for such BACS payments to be provided to the Facility User following confirmation from The de Ferrers Trust that payment may be made by BACS.

VAT

12.8 The Site will show whether VAT is applicable to Charges.

12.9 Certain fees are exempt from VAT for the use of sport if the following conditions apply:

a. The Booking is for a single letting of sports and physical recreation facilities for a continuous period of over 24 hours with exclusive control of the facilities to the same person or;

- b. The letting is a Block Booking which meets the following conditions:
- (i) the series consists of ten or more sessions;
 - (ii) each session is for the same sport or activity and must be in the same place (the use of different pitches, courts or lanes on some occasions is acceptable provided it is at the same establishment);
 - (iii) the interval between each session is at least one day but not more than 13 days (it is important that there is a 24-hour time lapse between the start of each session);
 - (iv) the session is paid for in full which must be supported by written agreement (being the Booking Confirmation); and
 - (v) the person to whom the facilities are let to has exclusive use of such facilities during the sessions; and
 - (vi) the facilities are let out to a school, club, association or an organization representing affiliated clubs or constituent associations such as a local league (as set out at clause 11.12).

12.10 If a cancellation of or change to the Booking is instigated by the Facility User which in turn means that the rules set out in clause 11.9(b) cannot be met, VAT will be applied and The de Ferrers Trust will inform the Facility User that this is the case, void the invoice and raise a new one with VAT on it. If a cancellation of or change to the Booking is instigated by The de Ferrers Trust which means that the rules set out in clause 11.9(b) cannot be met, VAT will be applied but The de Ferrers Trust will apply a discount of refund to ensure that the Facility User's total payment is not increased due to such cancellation or change.

12.11 It is the Facility User's responsibility to inform The de Ferrers Trust if it is not a club or association as set out at clause 11.12. By accepting these Conditions and the VAT exemption to a Block Booking the Facility User is confirming that it is a club or an association.

12.12 Clubs and associations may be unincorporated or incorporated associations, unincorporated or incorporated members' clubs, employees' or trade union social clubs, proprietary clubs or service messes. In its simplest context individual teams can be treated as clubs, provided that they conduct their affairs in the same manner. This would mean entering into formal agreements with the hirer of the sports facilities, collecting subscriptions from members and so forth. It is also possible to allow committees and teams being part of the main club to individually be treated as clubs in their own right, provided that they conduct their affairs as if they were a club. Changes may be made to this definition by HMRC and it is the Facility User's responsibility to check that it fits this definition.

12.13 Some Schools may opt to tax their premises which would mean that the charge will be subject to VAT even if the above conditions are met. This will be indicated on the Site.

12.14 If Charges change due to different VAT treatment before the date of the Activities then the Facility User will be notified that SLS and such change will be treated as a variation to be dealt with in accordance with clause 2.5.

12.15 If Charges change due to different VAT treatment after the date of the Activities The de Ferrers Trust reserves the right to raise a further invoice to the Facility User for any additional VAT payment due, such invoice to be payable within seven (7) days of

the date of the invoice and at the discretion of The de Ferrers Trust to be set off against any other payments received from the Facility User.

12.16 The Facility User shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Facility User shall not be entitled to assert any credit, set-off or counterclaim against The de Ferrers Trust in order to justify withholding payment of any such amount in whole or in part. The de Ferrers Trust may, without limiting its other rights or remedies, set off any amount owing to it by the Facility User against any amount payable by The de Ferrers Trust to the Facility User.

12.17 If the Facility User fails to make payment due to The de Ferrers Trust under the Contract (such payment to be automatically debited from the Facility User's card details provided to The de Ferrers Trust upon making the Booking) by the date an invoice is due to be paid (the "Due Date"):

- a. The de Ferrers Trust shall have the right to suspend the Facility User's access to any Facilities until payment is made;
- b. interest at the rate of 4% per annum above the Bank of England's base rate from time to time shall accrue on the unpaid amount from the Due Date until the date of payment of the overdue amount, whether before or after judgment;
- c. The de Ferrers Trust may refer such matter to its debt collection agents whose charges will be added to and payable with the invoiced amount together with a £50 late fee;
- d. if payment has not been received by The de Ferrers Trust within seven (7) days of the Due Date, The de Ferrers Trust may continue to suspend the Facility User's access to the Facilities or SLS may terminate this Contract immediately on giving notice in writing to the Facility User but still pursue payment of the unpaid invoice and any interest; and
- e. the Facility User may also be prevented from using any Facilities again in future.

13. CANCELLATION

13.1 The Facility User acknowledges and accepts that all School Activities take priority over any

Confirmed Booking(s) and that The de Ferrers Trust may, without incurring any liability to the Facility User, cancel a Confirmed Booking by giving the Facility User as much notice of the cancellation as reasonably possible for any of the following reasons:

- a. in the case of any School Activities, Force Majeure Event, unforeseen circumstances or emergencies;
- b. if the Facility User has failed to pay any invoice by its Due Date;
- c. if the Facility User has failed to supply any reasonably requested information regarding the Activities or proposed use of the Facilities;
- d. if the Facility User has failed to honestly disclose the purpose of the Activities and/or The de Ferrers Trust in its sole discretion deems the proposed purpose inappropriate; or
- e. the Facility User appears to have or has become bankrupt or insolvent.

13.2 In the event of School Activities, Force Majeure Events, unforeseen circumstances or emergencies The de Ferrers Trust will give the Facility User as much notice as possible

but the Facility User acknowledges that the amount of notice will depend upon the nature of unforeseen circumstances or emergencies. The Facility User shall not be charged for the use of the Facilities where the Confirmed Booking is cancelled by The de Ferrers Trust due to School Activities, Force Majeure Events, unforeseen circumstances or emergencies, and shall be reimbursed within five Working Days in the event that payment has been made in advance. If the Confirmed Booking is cancelled by The de Ferrers Trust due to any reason set out in clause 12.1(b) to (e) then The de Ferrers Trust shall retain any payment made in advance, which shall be non-refundable.

13.3 The Facility User shall be entitled to cancel a Confirmed Booking by giving the following notice via the Site to The de Ferrers Trust (“Requisite Notice”).

a. “All Year-Round Booking” – the Requisite Notice for a single session within an All Year Round Booking is seven days. A maximum of four single bookings per All Year-Round Booking may be cancelled. Consecutive sessions cannot be cancelled. To cancel all future bookings within an All Year Round Booking the Facility User must have completed a minimum ten-week consecutive block and give four weeks’ written notice to expire no earlier than the end of the tenth session. If or shall be charged for ten weeks’ sessions, and shall give four weeks’ written notice

b. “Block Booking” - Confirmed Bookings cannot be cancelled or amended.

c. “Short Term Booking” - Confirmed Bookings cannot be cancelled or amended.

d. “Grass Fixtures” – the Facility User may cancel a Grass Fixture before the following deadlines and only for reasons of the grass surface being unplayable due to adverse weather conditions (and The de Ferrers Trust must agree in writing that the grass surface is unplayable):

(i) 17:00pm on the Friday immediately before a weekend Grass Fixture; or

(ii) 17:00pm on the day before a midweek Grass Fixture.

13.4 If less notice is given than the Requisite Notice the cancellation request shall not be accepted and any payment made or due for that Booking shall not be refunded. If a Facility User wishes to cancel an All Year-Round Booking but has not completed ten weeks’ sessions The de Ferrers Trust shall charge the Facility User for any untaken sessions within the required ten weeks including but not limited to those within the four weeks’ notice period.

13.5 For Grass Fixtures, if Requisite Notice has not been provided in accordance with clause 12.3(e), The de Ferrers Trust shall be entitled to charge the Facility User 50% of the cost of the cancelled Grass Fixture.

13.6 If Requisite Notice is given as set out in clause 12.3 for Confirmed Bookings that can be cancelled there will be no charge for the cancelled booking and any monies paid in advance for the cancelled booking shall be refunded to the Facility User.

13.7 The Facility User may, on 4 weeks’ written notice to The de Ferrers Trust, request amendments to an All Year Round Bookings. If the All Year-Round Booking amendment request is for the reduction of bookings to 50% or less than the original confirmed booking, The de Ferrers Trust reserves the right to cancel the entire All Year-Round Booking and/or require payment of the Charges for the entire All Year Round Booking.

14 LIMITATION OF LIABILITY: THE FACILITY USER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

14.1 Nothing in these Conditions shall limit or exclude The de Ferrers Trust liability for:

- a. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- b. fraud or fraudulent misrepresentation;
- c. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
- d. or any other matter for which liability cannot be law be excluded or limited.

14.2 Subject to clause 13.1, The de Ferrers Trust shall not be liable for any loss or damage to the Facilities User howsoever arising, and the Facilities User shall indemnify The de Ferrers Trust for any loss it incurs in relation to such loss or damage which affects it or its assets and/or property.

14.3 The Facility User shall be liable for any damage to the Facilities including but not limited to any equipment and building at the Facilities.

14.4 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

14.5 This clause 13 shall survive termination of the Contract.

15. INDEMNITY

15.1 The Facility User shall indemnify The de Ferrers Trust against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation) and all interest, penalties and legal costs and all other reasonable professional cost and expenses, suffered or incurred by The de Ferrers Trust arising out of or in connections

- a. the Facility User's use of the Facilities;
- b. the Facility User's breach or negligent performance of this Contract, including but not limited to its obligations under clauses 4, 5, 6, 8, 9 9 and 10 of these Conditions;
- c. any claim arising out of or in connection with abuse or alleged abuse perpetrated by its paid staff, volunteers, senior managers, members of boards of trustees, sessional workers, agency staff, students, subcontractors or anyone else who may be working on its behalf; and
- d. any claim made against The de Ferrers Trust arising out of or in connection with any breach of copyright as defined in the Copyright Act 1956 (as amended) or similar statutes, enactments, licences or regulations in respect of the playing, use of or performance of any songs or musical works, theatre scripts, dramatic or artistic works.

16. TERMINATION

16.1 Without affecting any other right or remedy available to it, The de Ferrers Trust may terminate this Contract with immediate effect by giving written notice to the Facility User if:

- a. the School makes a complaint about the Facility User or an Individual that The de Ferrers Trust judges to be serious;
- b. any safeguarding or extremist concerns are raised about the Facility User, its Activities or any Individual;
- c. the Facility User fails to pay any amount due under this Contract on the Due Date and remains in default not less than ten (10) days;

- d. the Facility User commits a material breach of any term of this Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
- e. the Facility User repeatedly breaches any of the terms of this Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Contract;
- f. the Facility User suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the IA 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
- g. the Facility User commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors;
- h. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Facility User (being a company, limited liability partnership or partnership);
- i. an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Facility User (being a company);
- j. the holder of a qualifying floating charge over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
 - (i) a person becomes entitled to appoint a receiver over all or any of the assets of the other party or a receiver is appointed over all or any of the assets of the Facility User;
 - (ii) the Facility User (being an individual) is the subject of a bankruptcy petition, application or order;
- k. a creditor or encumbrancer of the Facility User attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
- l. any event occurs, or proceeding is taken, with respect to the Facility User in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Clause 14.1(d) to Clause 14.1(k) (inclusive);
- m. the Facility User suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
- n. The de Ferrers Trust licence or right to occupy and use the Facilities is terminated for any reason.

16.2 Without affecting any other right or remedy available to it, The de Ferrers Trust may terminate this agreement on giving not less than one month's written notice to the Facility User.

16.3 Termination of this Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of this Contract which existed at or before the date of termination.

17. GENERAL

17.1 Force majeure:

a. For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of The de Ferrers Trust and/ or (where such event adversely affects The de Ferrers Trust occupation and use of the Facilities) the School, including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of The de Ferrers Trust, the School or any other party), failure of a utility service or transport network, the actions of a sub-contract, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, fire, flood, or storm.

b. The de Ferrers Trust shall not be liable to the Facility User as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.

c. If the Force Majeure Event prevents The de Ferrers Trust from providing the Facilities to the Facility User for more than 8 weeks, either party shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the other party.

17.2 Assignment and subcontracting:

a. The de Ferrers Trust may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all its obligations under the Contract to any third party or agent.

b. The Facility User shall not, without the prior written consent of The de Ferrers Trust, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

17.3 Notices:

a. Any notice or other communication required to be given to a party under or in connection with this Contract shall be in writing and shall be given via the Site or delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business, or such other address as notified by the other party from time to time, or sent by email to the other party's main email address.

b. Any notice or other communication shall be deemed to have been duly received:

(i) if sent via the Site, within one hour of transmission or, if sent outside of core business hours (09:00am to 16:00pm), at 10 am on the next Working Day;

(ii) if delivered personally, when left at the address referred to in clause 16.3(a);

(iii) if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Working Day after posting, or if delivered by commercial courier, on the date and at the

time that the courier's delivery receipt is signed; or

(iv) if sent by email, one hour after transmission provided that the sender does not recall the message or receive notification of non-delivery or if the email is sent outside of core business hours (09:00 am to 16:00 pm), 10 am on the next Working Day.

18. Waiver:

a. A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. 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.

b. Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

18.1 Severance:

a. If a court or any other competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

b. If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

18.2 No partnership:

a. Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way

b. Third parties: A person who is not a party to the Contract shall not have any rights under or in connection with it.

18.3 Variation: Except as set out in these Conditions, any variation, including the introduction of any additional terms and conditions, to the Contract, shall only be binding when agreed by The de Ferrers Trust.

18.4 Governing law and jurisdiction: This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.