

Braywick Court School

Terms & Conditions

1. Contract Terms

1.1 We agree to hire out the Venue to you on the following terms. These terms, together with the Booking Form, constitute a contract between you and us (“**Agreement**”) and must be read together with any other documents or policies explicitly referred to in these terms. Any other terms contained in any other document are excluded unless their inclusion is expressly agreed in writing.

1.2 In these terms:

1.2.1. “**we**” and “**us**” means Braywick Court School

1.2.2. the “**Booking Form**” means the booking form either attached to these terms of hire or completed on our online platform; and

1.2.3. the “**Venue**” means the venue that you have specified on the Booking Form and that we have agreed to hire out to you.

2. Accuracy of the Booking Form

You warrant that the information contained in the Booking Form is correct, accurate and contains no errors or omissions. We reserve the right to cancel this Agreement without having to refund any costs incurred by you (including any deposit or damage deposit) if you are in breach of this warranty.

3. Cost of Hire

3.1. You shall pay to us the cost of hire together with the deposit both as stated on the Booking Form.

3.2. All invoices issued by us to you must be paid within 28 days of the date of the invoice. If you fail to settle the invoice in full within this time frame, you will pay interest on the overdue amount at the Statutory Rate.

4. Use of Venue

4.1. For the avoidance of doubt, you are being granted a non-exclusive, revocable licence to use the Venue as specified on the Booking Form, for the duration specified on the Booking Form and this shall in no way be construed as a grant of a lease to you.

4.2. It is your responsibility to ensure that the Venue is suitable for your intended use. If you have any booking requirements which you think may affect the suitability

of your use of the Venue you should discuss these with us before confirming the booking.

4.3. You shall not use the Venue for any other purpose other than that described on the Booking Form. You shall not sub-hire or use the Venue or allow the venue to be used for any unlawful purpose or in any unlawful way, nor do anything or bring anything into the Venue which may endanger the same or render invalid any insurance policies of the Venue, nor allow the consumption of alcohol at the Venue without our prior written permission. If you are permitted alcohol by us at the Venue, you are responsible for complying with all licensing laws.

4.4. Smoking (including the use of e-cigarettes) is absolutely prohibited at the Venue. You must ensure that you and all other attendees do not smoke or use e-cigarettes in the Venue or in any other part of the building or grounds in which the Venue is located.

4.5. Neither you, nor your attendees are permitted to use any equipment at the Venue, unless otherwise agreed in writing. If you fail to comply with this provision, we reserve the right to make an extra charge and you will be liable in full for any damage to the equipment.

4.6. If either you or your attendees move any equipment you find at the Venue, you must return such equipment to its original position before leaving the Venue. If you fail to comply with this provision, we reserve the right to make an extra charge and you will be liable for any damage to the equipment, and for any injury to either you or your attendees, in full.

4.7. You shall ensure that any equipment you bring to the Venue to use at the Venue (including but not limited to sports equipment, catering equipment and electrical equipment) are safe and in good working order, are used in a safe manner and, where relevant, have been PAT tested in accordance with current safety testing requirements.

4.8. You shall not use any naked flames, gas cylinders or canisters, nor place any combustible materials adjacent to heat sources. Barbecues may not be used on site without prior and written consent from Braywick Court School.

4.9. You must not make excessive noise whilst at the Venue.

5. Venue Security

5.1. We will make arrangements for the Venue to be opened and locked after your specific event. You agree to notify us as soon as you become aware that your specific event may, or will, start later or end earlier than specified on your Booking Form.

5.2. You must ensure that adequate supervision is available at all times and ensure that no unauthorised persons are permitted to enter the Venue. You must adhere to all security and fire precaution measures of the Venue. If a fire is identified it is your responsibility to alert all relevant emergency services and us immediately, and to evacuate the Venue immediately in accordance with the Venue's policies.

6. Alterations

You must not make any alterations to the Venue or any other part of the building or grounds in which the Venue is contained without our prior written consent. This includes screwing or nailing anything to any part of the Venue, and fixing or taping anything to the floor of the Venue.

7. Licences

You shall be responsible for obtaining all licences and for completing any returns that may be required by the Performing Rights Society, Phonographic Performance Limited, The Copyright Licensing Agency Limited and all other bodies in connection with the hiring of the Venue for your specific use. You indemnify us and the owner(s) of the Venue against the consequences of your failure to do so.

8. Insurance

You must have adequate Public Liability Insurance in place for use of the Venue and you must produce up to date evidence of such insurance to us when requested by us. You must ensure that you have informed your Insurer that you are hiring a school facility.

9. Health and Safety

During your booking, you must comply with all relevant Health and Safety Regulations, including having in place an appropriate evacuation plan.

10. First Aid

You must provide your own trained first aid cover, suitable and sufficient to the number and age of attendees. Access to a telephone within the Venue is restricted. In the event of an emergency it is your responsibility to have in your possession a working, fully charged mobile phone to contact emergency services, next of kin or any other relevant persons or body.

11. Sale of Goods

11.1. Unless otherwise agreed, you must not use the Venue for any auction sale, trade, business or manufacture of goods.

11.2. You must not use the Venue for any illegal or immoral act or purpose.

11.3. We reserve the right to cancel this Agreement with immediate effect where such use is taking or is intended to take place without having to refund any costs incurred by you, to you (including any deposit or damage deposit).

12. Gaming, Betting and Lotteries

You shall ensure that nothing is done at or in relation to the Venue in contravention of the law relating to gaming, betting and lotteries.

13. Promotional Materials

13.1. You are responsible for all publicity and promotion of your event at the Venue.

13.2. Promotional Materials must not include promotion of alcohol, smoking or gambling.

13.3. You must not use our name or logos, or those of the Venue (or any affiliated organisation), in any promotional material relating to your event without our prior written permission (which may be conditional upon us approving the material in question before you use it).

13.4. Your hiring of the Venue does not constitute an endorsement by us or the Venue of either you or the subject matter of your reason for hire of the Venue.

14. Food and Drink

14.1. Our school is a nut free zone

14.2 If you have specified on the Booking Form that you will be preparing, serving or selling food and/or drinks at the Venue, you must observe all relevant food and hygiene laws and regulations.

14.3. If you have specified on the Booking Form that you will be using your own caterers at the Venue during the event, you must ensure that the caterers comply with all relevant food and hygiene laws and regulations. You must also ensure that any leftover food and/or drinks and/or crockery and/or rubbish is removed from the Venue and the Venue is returned to the condition in which you found it on arrival at the Venue.

15. Children and Safeguarding

You will ensure that the requirements of the DfE guidance 'Keeping Children Safe in Out of School Settings' are understood and implemented. In particular;

- You have been provided with a copy of the school's safeguarding policy and will ensure that, during your booking, users of the premises abide by its requirements.
- You shall ensure that you have adequate and up-to-date child protection policies

and procedures in place and will provide us with a copy.

- You will appoint an identifiable Designated Safeguarding Lead, who has done safeguarding and child protection training, and will ensure that children know who this is.
- You will maintain an awareness of the specific safeguarding issues that can put children at risk of harm and undertake appropriate training.
- You must also ensure that you and any and all other persons likely to have contact with the children and vulnerable adults have obtained enhanced Disclosure and Barring Service checks, and all other necessary checks, prior to the event taking place. You will regularly review their performance, suitability and understanding of safeguarding after appointment
- You understand that, if the school receives a child protection allegation against you or a member of staff or a volunteer working for you, the school will be obliged to follow its own safeguarding procedures and report the incident to the appropriate authorities.

16. Prevent Duty You shall not use the Venue for any purpose or event which does not uphold fundamental British Values, as defined within the Counter-Terrorism and Security Act 2015.

17. Animals

You shall not allow any animals, other than guide dogs (with prior notification), to be brought into the Venue without prior written consent from us.

18. End of Hire

18.1. You shall ensure that the Venue is vacated at the time specified on the Booking Form under “end time”. If you or any of your guests or attendees have not vacated the Venue or any other part of the building or grounds in which the Venue is contained, we reserve the right to make an additional charge.

18.2. You are responsible for leaving the Venue and any other part of the building or grounds in which the Venue is contained in a clean and tidy condition. You must ensure that the Venue is returned to the condition in which you found it on arrival at the Venue. If you fail to do this, we reserve the right to make an additional charge.

19. Termination

19.1. If applicable and without prejudice to clauses 19.2, 19.3 and 19.4 below, this agreement may be terminated in accordance with our cancellation policy.

19.2. For the avoidance of doubt, we retain the right, in our absolute discretion, to refuse or cancel a booking at any time if the reason for hire or subject matter to be discussed or promoted at the event is something to which the Venue itself would, or does, reasonably object to.

19.3. Either of us can terminate this Agreement if the other is the subject of a bankruptcy order (or the equivalent in any other jurisdiction) or the other becomes insolvent or makes any arrangement or composition with, or an assignment for the benefit of, its creditors or if any of its assets are the subject of any form of seizure. If either of us is a company, the other can terminate this Agreement if the company goes into liquidation, either voluntary or compulsory, or if a receiver or administrative receiver or administrator is appointed.

19.4. We reserve the right to terminate this agreement, in our absolute discretion, with immediate effect and without compensation in the event of any incident which threatens the safeguarding and welfare of children attending your event or pupils who attend the school, or which may put them at risk of harm.

20. Liability

20.1. During the period of hire, you shall be responsible for all damages (including accidental damage), losses (including consequential losses), claims and costs arising out of your use of the Venue and you shall indemnify us and the owner(s) of the Venue from and against any damage (including accidental damage), expense, liability, loss suffered by the owner (including consequential loss), claim or proceedings arising out of the course of or caused as a result of the hiring of the

venue or a breach of the terms of hire. For the avoidance of doubt the owner shall be entitled to enforce this particular clause.

20.2. For the avoidance of doubt, you are entirely liable and responsible for both you and your attendees (and yours and their property) at all times whilst you are at the Venue and in any other part of the building or grounds in which the Venue is contained.

20.3. Nothing in this Agreement shall be construed as restricting or excluding our liability for death or personal injury resulting from our negligence or for fraud.

20.4. Our liability to you under this Agreement shall not exceed the amount paid by you for hiring the Venue for your specific event.

21. Force Majeure

We may cancel any Agreement if the Venue is, or if any part of the building or grounds in which the Venue is contained is, rendered unfit or becomes unavailable due to unforeseen circumstances. This includes, but is not limited to, Acts of God, fire, lightening, explosion, war, disorder, terrorism (actual or threatened), security reasons, school lockdown, flood, pandemic or epidemic, industrial disputes (whether or not involving our employees), failures or interruptions of electricity gas or water supplies, weather of exceptional severity or acts of local or central government or other authorities.

22. General

22.1. Any notice required or permitted to be given by either party to the other side under this agreement shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified under this provision to the party giving the notice.

22.2. No waiver or any amendment to these terms shall be effective unless in writing and signed by both you and us.

22.3. Apart from clause 20.1, a person who is not a party to these terms may not enforce any of them under the Contracts (Rights of Third Parties) Act 1999.

22.4. This Agreement shall be governed by the laws of England and we both agree to submit to the exclusive jurisdiction of the English Courts.