

Lettings Hire Agreement - Fusion School Services Limited

FUSION SCHOOL SERVICES LIMITED

LETTINGS HIRE AGREEMENT

Part 1 – Hire Details

Hirer:	The person or organisation identified as the client in the “Bookings” section of the Website.
Fusion:	Fusion School Services Limited of Cranbrook Education Campus Tillhouse Road, Cranbrook, Exeter, United Kingdom, EX5 7EE.
Venue:	The area referred to under the heading “Space” in the “Bookings” section of the Website.
Site:	The school where the Venue is situated.
Date of Hire:	The date under the heading “Date” in the “Bookings” section of the Website.
Period of Hire:	In respect of each entry in the “Bookings” section of the Website, the time as set out in the headings “Start Time” and “End Time”.
Hirer’s Representative:	The person or persons notified by the Hirer to Fusion in writing as the Hirer’s nominated representative.
Hirer’s Attendees:	All users of the Venue expressly or impliedly invited to the Venue by the Hirer or under the control or direction of the Hirer and all staff or agents of the Hirer.
Charge	The cost of the hire of the Venue for the Required Period as set out under the heading “Gross Cost” in the “Bookings” section of the Website.
Website:	The Website operated by Fusion which the Hirer has used to book the Venue.

Part 2 – Contract Terms

1. The agreement between the Hirer and Fusion permitting the Hirer to use the Venue for the Period of Hire is made up of:
 - a) the Hire Details.
 - b) the Contract Terms.
 - c) the Terms and Conditions.
 - d) the Conditions and Guidelines.

2. The agreement is entered into on the date that Fusion confirms the booking following a request made by the Hirer by either:
 - a) submitting a booking request using the website; or
 - b) making a booking request via lettings@fusionschoolservices.co.uk.

A booking will only be considered as confirmed once an automated confirmation email has been sent by Fusion to the Hirer using the contact details provided by the Hirer. Any acceptance may be subject to the Hirer submitting to Fusion risk assessments, proof of NGB affiliation, Licenses & Safeguarding policies. Fusion will confirm if any such additional submission is required.

3. Fusion may alter the Contract Terms, Terms and Conditions and/or Conditions and Guidelines at any time and such alterations, amendments or additions will be effective upon the giving of seven days' prior notice by Fusion to the Hirer.
4. Any breach of this agreement by the Hirer or any Hirer's Attendees shall entitle Fusion to terminate the agreement and Fusion shall be entitled to recover any losses suffered by Fusion as a result of the breach of the agreement.

Part 3 - Terms and Conditions

1. Use of the Venue and Payments

- 1.1 Fusion shall, subject to the provisions of this agreement, use reasonable endeavours to make the Venue available for use by the Hirer on the Date of Hire for the Period of Hire provided that Fusion shall have no liability to the Hirer where the Venue is not available for use by the Hirer at the time booked due to circumstances beyond the control of Fusion (including, without limitation, staff absences, adverse weather, elections, civic or public meetings, exams, power cuts or other events of force majeure).
- 1.2 In the event of any Hirer or Hirer's Attendees seriously or persistently abusing the facilities or staff (including, without limitation, smoking on site, wearing incorrect footwear or using the grounds as a toilet), Fusion shall be entitled to suspend the Hirer's use of the Venue immediately.
- 1.3 Booking requests are made via lettings@fusionschoolservices.co.uk or via the Website and:
 - a) the Charge must be paid immediately following the booking confirmation;
 - b) failure to pay the Charge immediately may result in the Fusion cancelling the booking or the Hirer being unable to hire school facilities in the future;
 - c) all amounts payable by the Hirer exclude amounts in respect of value added tax (VAT), which the Hirer shall additionally be liable to pay to Fusion at the prevailing rate (if applicable), subject to receipt of a valid VAT invoice;
 - d) if the Hirer fails to make any payment due to Fusion under this agreement by the due date for payment, then, without limiting Fusion's other remedies, the Hirer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each

day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

- e) all amounts due under this agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 1.4 The Hirer agrees and acknowledges that Fusion does not, either expressly or by implication, warrant the premises to be fit or suitable for any sporting or recreational purpose for which the Hirer intends to use them and the Hirer shall rely entirely on their own skill, knowledge and expertise in choosing to use the Venue.
- 1.5 The Hirer shall discontinue any use of the Venue immediately upon it becoming reasonably foreseeable that:
- a) the Venue is not suitable for the use for which the Hirer has booked the Venue; and/or
 - b) a participant in or spectator of any activity or any other person is in danger of suffering injury, loss or damage.
- 1.6 The Hirer's access to the Venue is only permitted during Period of Hire on the Date of Hire.
- 1.7 The Hirer agrees and confirmed that the Period of Hire includes the time for setting up and packing away.
- 1.8 The Hirer or the Hirer's Representative must be present before any activity can commence and shall accompany all Hirer's Attendees offsite at the end of the Period of Hire.
- 1.9 Any equipment agreed by Fusion for the Hirer to use must be returned after the Period of Hire to the storage area. Failure to comply with this requirement will result in the Hirer being liable to pay to Fusion a caretaking fee of £10.00.
- 1.10 The Hirer shall not at any time and shall not permit any Hirer's Attendee at any time to disrupt the use of the Site by any other person or organisation or to cause any nuisance or annoyance to other users of the Site.
- 1.11 Where the Hirer or any of the Hirer's Attendees breaches any of the terms of the agreement, Fusion has the right to require the Hirer and all Hirer's Attendees to leave the Site immediately.
- 1.12 Any cancellation by the Hirer of any booking must be made to Fusion with at least 7 days' prior notice. If the Hirer fails to notify Fusion of a cancellation in accordance with this timescale the Hirer will remain liable to pay the Charge as if the booking had proceeded.
- 1.13 Fusion reserves the right to increase the charges for hire at any time on the giving of one calendar months' notice to the Hirer.
- 1.14 When using the All Weather Pitch, the Hirer shall ensure all players are familiar with and comply with the footwear requirements which include, without limitation, that no blades are permitted to be worn. Breach of this condition will result in the booking being terminated immediately and the Hirer and all Hirer's Attendees being required to leave the Site.

- 1.15 The Hirer agrees and undertakes to leave the Venue in a clean and tidy condition and to remove any Hirer's decorations, displays and any other Hirer equipment from the Venue at the end of the Period of Hire.
- 1.16 The Hirer agrees and undertakes:
- a) not to do or permit to be done anything on the Venue which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to Fusion or to any other customers of Fusion, or any owner or occupier of the Site or any neighbouring property;
 - b) to permit Fusion to search all containers, bags, boxes and equipment coming into or leaving the Venue, including those brought onto the Venue by the Hirer's Attendees;
 - c) not to cause or permit to be caused any damage to the Venue, including any furnishings, equipment or fixtures at the Venue;
 - d) not to smoke or permit smoking (including e-cigarettes) anywhere in the Venue;
 - e) not to fix any bolts, nails, tacks, screws, adhesives, tape or other such fixing devices to the walls or fabric of the Venue;
 - f) not to display any advertisement, signboards, flag, banner, placard, poster, signs or notices at the Venue without the prior written consent of Fusion;
 - g) not to alter, move or interfere with any lighting, heating, power, cabling or other electrical fittings or appliances at the Venue, or install or use additional heating, power, cabling or other electronic fittings or appliances without the prior written consent of Fusion;
- 1.17 Fusion may, at its absolute discretion, make car parking facilities available for the Hirer's Attendees at the Site but where car parking facilities are made available any cars or other vehicles are parked at the risk of the owner and must be removed from the Site prior to the end of the Period of Hire. The Hirer will procure that entrance roads are kept free of traffic to allow vehicles to pass in an emergency.

2. Liability

- 2.1 Fusion has obtained insurance cover in respect of its own legal liability for individual claims not exceeding £2,000,000 per claim. The limits and exclusions in this clause reflect the insurance cover Fusion has been able to arrange and the Hirer is responsible for making its own arrangements for the insurance of any excess loss. It is recommended that the Hirer obtains insurance cover in respect of all risks which may be incurred by the Hirer, arising out of the hire of the Venue.
- 2.2 The restrictions on liability in this clause 2 apply to every liability arising in connection with this agreement including liability in contract, tort (including negligence), misrepresentation, restitution, deliberate fault or otherwise.
- 2.3 Nothing in this agreement limits any liability which cannot legally be limited, including (without limitation) liability for:

- (a) death or personal injury caused by negligence; and
 - (b) fraud or fraudulent misrepresentation.
- 2.4 Subject to clause 2.3, Fusion shall not be liable for:
- (a) the death of, or injury to, the Hirer or that of the Hirer's Attendees or any other guests or invitees to the Venue; or
 - (b) damage or theft of any property of the Hirer or that of the Hirer's Attendees or other guests of invitees to the Venue.
- 2.5 Subject to clause 2.3 and clause 2.4, Fusion's total liability to the Hirer shall not exceed £100.
- 2.6 Subject to clause 2.3 and clause 3.4, this clause 2.6 specifies the types of losses that are excluded: excluded specified types of loss.
- (a) loss of profits;
 - (b) loss of sales or business;
 - (c) loss of agreements or contracts;
 - (d) loss of anticipated savings;
 - (e) loss of use or corruption of software, data or information;
 - (f) loss of or damage to goodwill; and
 - (g) indirect or consequential loss.
- 2.7 Unless the Hirer notifies Fusion that it intends to make a claim in connection with this agreement within the notice period, Fusion shall have no liability for that claim. The notice period for a claim shall start on the day on which the Hirer became, or ought reasonably to have become, aware of the incident giving rise to the claim having and shall expire three months from that date. The notice must be in writing and must identify the incident and the grounds for the claim in reasonable detail.

3. Accident Reporting

- 3.1 All major injuries and accidents sustained on site (where additional medical assistance is required) should immediately be reported to an onsite Fusion staff member. Following the report of any accident, the Hirer will complete an accident form as soon as possible.

4. Specific Conditions

- 4.1 Notwithstanding any other provision of this agreement, the Hirer shall procure that the Hirer's use of the Venue and the presence on the Site of the Hirer and/or the Hirer's Attendees will not interfere with the provision of education by or the delivery of the curriculum by or the statutory obligations of the school which operates from the Site.

- 4.2 Any staff, contractors or consultants employed or used by the Hirer must be over 16 and the Hirer must procure full compliance with all employer obligations in relation to such staff, contractors or consultants.
- 4.3 The Hirer shall familiarise themselves with notices relating to health, safety and fire precautions displayed relevant to the Site and the Venue which is being used.
- 4.4 No portable electrical equipment shall be used at the Site by the Hirer unless it has undergone testing and certification for electrical safety by a competent person, in accord with the Electricity at Work Regulations 1989. (Such tests should be carried out annually or in the case of heavily used equipment more frequently). Fusion reserves the right to inspect the documents at any time.
- 4.5 All Hirers (save in relation to a Hirer which is a company or other corporate body) must be aged 18 or over.
- 4.6 No bookings will be accepted from organisation known to have racist aims and objectives.
- 4.7 Hire of the Venue shall be deemed to include the use of tables and chairs only and does not include the use of other/sporting equipment and materials unless by prior arrangement with Fusion and at additional cost.
- 4.8 Policy on use of and charges for equipment is determined by Fusion at its absolute discretion. Where use is sought of specialist equipment or fittings a suitable qualified person must be available to supervise such use and no such equipment or fittings must be removed or adjusted without previous approval of Fusion.
- 4.9 No equipment is to be brought onto the Site without prior written permission of Fusion.
- 4.10 Where the Hirer wishes to bring and/or erect their own or outside equipment onto the Site they must request permission giving at least 7 days' prior notice in writing of their request and detailing the equipment, such permission to be granted or refused at the absolute discretion of Fusion and either with or without conditions attached to any permissions given. Where the hiring is a repeat hiring the request for permission must be granted prior to the first date and specify all subsequent dates. Any such outside equipment is to be erected and dismantled promptly by the Hirer. Fusion staff are not to be used in erecting and dismantling of outside equipment.
- 4.11 The Hirer shall make all the necessary arrangements for the acceptance at the Site as well as the removal of any property, scenery or other articles which may be required for the Hirer's own purposes
- 4.12 Where permission is granted by Fusion to bring outside equipment onto the Site, the Hirer agrees to indemnify and keep Fusion indemnified against all liability for the equipment and any and all claims actions or damages arising from the use and/or misuse of that equipment.

5. Licenses

- 5.1 Intoxicating liquor shall not be sold, supplied or brought on to the Site without the prior written consent of Fusion. Where Fusion provides such consent, the Hirer shall be responsible for obtaining any necessary Occasional Justices Licenses for the hired premises and shall produce such License to Fusion if called upon to do so.

- 5.2 The Hirer shall be responsible for obtaining any necessary music singing and dancing license in connection with the proposed use of the hired premises and any license that may be required under the Theatres Act 1968 for any statutory modification or re-enactment of it.
- 5.3 No betting, gaming, lottery or gambling in any form shall take place on the Site without the prior written consent of Fusion.
- 5.4 No cinematograph exhibition shall take place on the Site without the prior written consent of Fusion. The Hirer shall indemnify Fusion against any infringement of copyright, which may occur during the hiring.

Part 4 - Conditions and Guidelines

1. Sporting affiliation

- 1.1 Sports groups and/or their instructors must be in membership or registered with the appropriate sporting national governing body and comply with that body's structure and level of coaching.

2. Disclosure and Barring Service

- 2.1 Fusion may, in its absolute discretion, decide that a Hirer is required to produce Disclosure and Barring Service checks to Fusion in respect of the Hirer, any Hirer's Attendees or any staff, contractor or employee of the Hirer to Fusion as a condition of confirming a booking. Failure to comply with such requirement or if such check reveals a conviction that is of concern to Fusion, Fusion may terminate the booking forthwith by notice in writing.
- 2.2 The Disclosure and Barring Service (DBS), replaces the Criminal Records Bureau (CRB) and the Independent Safeguarding Authority (ISA), which have now combined. DBS checks can be applied for by anyone employing staff or recruiting volunteers for work with children, young people or vulnerable adults. Enhanced checks are advised for anyone working regularly with children, young people or vulnerable adults. However, for those individuals who are in regulated activity with children, young people or vulnerable adults, an additional check on the barred lists must also be carried out through the DBS.
- 2.3 For more information on what is viewed as regulated activity and which check is required for your employees or volunteers, please visit: www.gov.uk/government/publications/dbs-regulated-activity or contact East Riding Voluntary Action Services (01482) 871077 email: office@ervas.org.uk
- 2.4 There is now an update service available for all volunteers and employees to use, as well as that organisation who need to DBS check their workers. The aim is to reduce the number of times people have to do DBS checks and make it easier to share DBS results across agencies. The service is free for volunteers. However, everyone wishing to register on it, must do so within 14 days of receiving their DBS check. For more information about the DBS update service, please visit: www.gov.uk/dbs-update-service
- 2.5 Self-Employed: Please note that self-employed people must go through an organisation which is willing to carry out a DBS check on them and are not able to process a check on themselves directly with the DBS.

3. Safeguarding

- 3.1 The hirer must have a commitment that under no circumstances should any volunteer or member of their group inflict physical or psychological harm on a child. Assault of children is against the law. If any adult causes physical or psychological injury to or mistreats a child, they could be prosecuted for a criminal offence.
- 3.2 Fusion will ensure safeguarding procedures and policies are in place.
- 3.3 Fusion will have regard to Keeping children safe in education (KCSIE) when they hire out the schools facilities , if we receive an allegation, we will follow safeguarding policies and procedures, including informing the LADO.