

BEDALES SERVICES LTD

General Booking Terms and Conditions - Residential and Non-Residential Events

The letting of all or any of the facilities of **BEDALES SCHOOL** is operated and managed by **BEDALES SERVICES LTD**, the subsidiary trading company of **BEDALES SCHOOL**. The "Client" refers to the person or the company booking the facilities or the agent or representative authorised to act on their behalf. The "Services Manager" refers to the Operations Director or an employee of the enterprise company appointed to act on his behalf. The "event" refers to any booking for any purpose, of any or all of the facilities at **BEDALES SCHOOL**. An annual booking is an event that is undertaken at **BEDALES SCHOOL** on a regular or repeat basis on the anniversary of its original booking.

1. Unless otherwise agreed with **BEDALES SERVICES LTD**, provisional bookings are held for a maximum of fourteen days, after which time **BEDALES SERVICES LTD** reserves the right to release the booking without prior notice.
2. All bookings are considered provisional and until receipt by **BEDALES SERVICES LTD**, of a signed Application for Hire form and correct deposit and the booking has been confirmed in writing by **BEDALES SERVICES LTD**. While a booking is provisional, should any other Client subsequently wish to book and confirm the same dates, you will be asked to confirm your booking and forward the deposit within fourteen days. If the confirmation and deposit are not received within this time **BEDALES SERVICES LTD** reserves the right to release the booking. Deposits are non-refundable.
3. **BEDALES SERVICES LTD** requires the full payment of room hire no later than fourteen days before the start of the event.
4. If a booking is accepted on the basis that a minimum number attend the event, the amount payable will be calculated on such numbers, or on the numbers attending, whichever is greater.
5. The type, style and nature of each event must be agreed with **BEDALES SERVICES LTD** before booking as some types or styles of event are not permissible on the **BEDALES SCHOOL** site. The nature and size of the event must remain as defined in the original confirmed booking and any proposed substantial alterations or changes to this must be agreed with the Services Manager prior to the event.
6. **BEDALES SERVICES LTD** reserves the right to cancel any event, activity or gathering, close or prohibit the use of any facilities at its discretion. **BEDALES SERVICES LTD** will not be liable for any loss incurred by the Client in the event of such cancellations, closure or prohibition.
7. **General Note:** Regular maintenance work is undertaken throughout the year, which may from time to time affect some or all of the facilities you have reserved. You will be informed of any planned work prior to your arrival.
8. Where, due to prevailing circumstances, the allocations of rooms or facilities have to be altered, you will be informed and suitable alternatives offered, as soon as we are aware and able to do so.
9. **Taxation:** Where any supply made by **BEDALES** under the agreement is not charged as a taxable supply for the purposes of Value Added Tax legislation, if such a supply is found to be a taxable supply then the consideration for such a supply shall be deemed to be exclusive to be Value Added Tax payable.
10. **Insurance Policies:** The Client shall be liable and shall indemnify **BEDALES SERVICES LTD** against expense, liability, any loss arising from claims or proceeding whatsoever arising under any statute or at common law in respect of personal injury to or the death of any person whomsoever, arising out of, or in the course of, or caused by use of the facility unless due to any neglect of **BEDALES SERVICES LTD** or its employees. Without prejudice to this liability to indemnify **BEDALES SERVICES LTD**, the Client shall maintain such insurances as are necessary to cover this liability in respect of personal injury or death arising out of, or in the course of, or caused by the use of the facility.
11. The Client will be liable of and indemnify **BEDALES SERVICES LTD** against any expenses, liability or loss, claim or proceedings in respect of any damage whatsoever to any property, real or personal, insofar as such damage arises out of, or by reason of the use of the facility and is due to any negligence, omission or default of the Client or by any person for whom the Client is responsible.
12. The Client will effect, in his own name, adequate insurance cover against public liability. The minimum cover required is £2,000,000, (or sums appropriate for the activity undertaken)
13. A certificate for all current policies must be lodged with **BEDALES SERVICES LTD** not less than fourteen days prior to the date of arrival. Failure to comply will constitute a breach of contract and may result in the cancellation of the event.
14. **First Aid:** The Client is responsible for making suitable and sufficient arrangements for first aid provision that are appropriate to the nature of the hire.
15. **Advertising:** The Client shall not use the name, likeness or representation of **BEDALES SCHOOL** in any logo, badge, photograph or other image in literature, materials and promotions without the written consent of **BEDALES SCHOOL** and **BEDALES SERVICES LTD**
16. **Animals:** Dogs (except guide dogs) and any other animals will not be admitted without the consent of the Services Manager.
17. **Sports Facilities:** When using the sports facilities the Client must comply with the operational procedures of the **BEDALES SCHOOL**. A copy, together with first aid instructions, is available from the **BEDALES SCHOOL** Reception.

18. **Health and Safety:** The Client must take all reasonable steps to ensure the Health and Safety of all those concerned with the event, BEDALES SCHOOL staff and all other third parties. The Client must complete Risk Assessment forms for all activities to be undertaken and pass copies, findings and reports of action to BEDALES SCHOOL. BEDALES SCHOOL will undertake Risk Assessments during events and where action is deemed necessary the Client is required to act immediately upon the findings and instructions received.
19. **Smoking:** Smoking is not permitted within any of the buildings.
20. **Parking:** all vehicles must be parked in the parking spaces provided and shall not be driven or taken into any other part of BEDALES SCHOOL land. BEDALES SCHOOL and BEDALES SERVICES LTD accept no liability for the loss or damage to any vehicle or its contents.
21. **Force Majeure:** Should BEDALES SERVICES LTD be prevented from executing the contract by force majeure, such as exceptional weather conditions, flood, fire, war, industrial action, disruption to mechanical or electrical supplies or other unforeseen events, and their happenings and consequences are unpreventable and unavoidable, BEDALES SERVICES LTD shall notify the Client as soon as possible, explaining the reason for its inability to execute or need to delay the execution of all or part of the contract. Both parties shall, through consultation, decide whether to terminate the contract or to exempt the part of obligations for implementation of the contract or whether to delay the execution of the contract according to the effects of the events on the performance of the contract.
22. BEDALES SERVICES LTD shall not be liable for any costs or losses incurred by the Client in the event that all or some part of the obligations of the contract cannot be performed.
23. Neither party may assign the benefit of this agreement without prior notice consent of the other party.
24. These booking conditions form part of the contract and are constituted under the law of England and Wales.
25. Obvious errors and omissions aside, the contract forms the agreement between the parties.

5.12 Conditions of Sports Centre Hire

Sports facilities at BEDALES SCHOOL is operated and managed by BEDALES SERVICES LTD and the Sports Centre is referred to throughout these conditions as “the Centre”. The Services Manager refers to the Commercial Development Manager or an officer of BEDALES SCHOOL to act on his behalf.

1. Venue

In all correspondence, leaflets, posters, etc the venue must be referred to as the Sports Centre at the School. All posters, leaflet, advertising copy, flags, etc, to be displayed at the Centre must first be approved by the Manager.

2. Applications

An application for the hire of the Centre facilities shall be submitted to the Manager on the application form at least two months before the proposed date of hiring. This period of notice will be shortened only in such circumstances as the Services Manager considers appropriate. Where the Hirer is not an individual, the person who signs the form should be duly authorised to act for and on behalf of the Hirer. The person by whom the form is signed must be over 18 years of age. The Services Manager reserves the right to refuse an application without giving reason. A booking is not to be regarded as “firm” until it has been confirmed in writing by the Services Manager.

3. Cancellations

- a) By the Hirer: No refund(s) will be given. Once your booking has been confirmed by us you will be liable for the full cost of hiring. However, provided one month’s notice is given in writing by the Hirer and we are able to re-let your booking, only a 10% administrative charge will be made.
- b) By the Centre: BEDALES SERVICES LTD reserves the right to cancel, close or prohibit the use of any of the facilities at its discretion. BEDALES SERVICES LTD will not be liable for any loss incurred by the Hirer, or any other person, in the event of such cancellation, closure or prohibition.

4. Payment of Charges

- a) All charges must be paid within 14 days of receipt of BEDALES SERVICES LTD invoice, and the booking(s) may be cancelled without notice if no payment is received within this period.
- b) In accordance with the scale of charges in operation at the date of hiring, payment shall be made to “BEDALES SERVICES LTD”.

5. VAT Exemption on Hire Fee - Contract booking by Clubs, Schools or Similar Organisations.

In the event of a contract booking, qualifying for VAT exemption on the hire fee a club, school or similar organisation must give an undertaking to pay for any session not actually taken up, ie, no refunds will be permitted. The alternative will be for the club, school or organisation to pay full hire fees inclusive of VAT.

6. Definition of Contract Booking

- a) The series of lets is for 10 or more periods;
- b) Each period is for playing the same sport or activity and is in the same place;
- c) The interval between the lets is not less than 1 day or more than 14 days;
- d) A written agreement exists for the lets; and
- e) The lets are made to a school, club, association or an association representing affiliated clubs.

7. “Setting Up” and “Breaking Down”

Where any of the areas have to be specially prepared, the setting up and breaking down of equipment must be carried out within the hired times, and is the responsibility of the Hirer, unless otherwise indicated by the Services Manager.

A Hirer must have removed all equipment brought into the Centre in the promotion of a function or event, within one hour of the function ceasing. Failure to do so will incur a charge of £40.00 per hour or any part thereof, unless prior consent has been obtained from the Services Manager.

8. Indemnity Against Claims and Insurance

- a) The Hirer shall be liable for and shall indemnify BEDALES SERVICES LTD against any expense, liability, loss, claim or proceedings whatsoever arising under any statute or at common law in respect of personal injury to or a death of any person whomsoever arising out of or in the course of or caused by the use of the Centre’s facilities and premises unless due to any act or neglect of BEDALES SERVICES LTD or its employees without prejudice.
- b) The Hirer shall be liable for and indemnify BEDALES SERVICES LTD against any expense, liability, loss, claim, or proceedings in respect of any damage whatsoever to any property real or personal insofar as such damage arises out of or in the course of or by reason for the use of the Centre’s facilities and premises and is due to any negligence, omission or default of the Hire or any person for whom the Hirer is responsible.
- c) The Hirer will effect his own adequate insurance cover against public liability. The minimum cover required is £2,000,000.

9. Maximum Numbers to be Admitted.

The maximum number of persons to be admitted to the Centre or part thereof being hired during the period of the hiring is not to exceed the number specified on the booking confirmation form.

10. Damage

The Hirer shall ensure that no loss or damage is caused to the facility or any part thereof or to the equipment, apparatus, ie, furniture belonging therein. The Hirer shall pay to BEDALES SERVICES LTD, on written demand, the cost of reinstating, repairing, or replacing any part of the premises or equipment, apparatus or furniture belonging therein, which may be lost or damaged during the course of, or in connection with the hiring, the amount of such cost to be certified by the Services Manager, whose decision shall be final.

11. Domestic Animals

Dogs (except guide dogs) and other animals will not be admitted to the Centre without the consent of the Services Manager.

12. User Transferable

The right to use the facilities or equipment hired is not transferable and the accommodation or facilities hired shall not be used for any purpose other than that specified on the application form.

13. Supervision

No event may start until the Hirer or a responsible person within the organisation is in attendance.

The Hirer is responsible for:

- a) The administration, organisation, control and running of the particular event. (The Services Manager may advise and assist, if requested, but it is not the Services Manager's responsibility to run events for the Hirer).
- b) Leaving all premises, including outside facilities, changing rooms, toilets, etc, in a clean and tidy condition to the satisfaction of the Services Manager.
- c) Having sufficient stewards and officials to fulfil these conditions and control persons participating in that particular event.

14. Access by Manager

The Services Manager his/her staff, police and fire brigade officers shall at all time during the hiring have access to all parts of the Centre. The Hirer, his servants and agents shall during the period of the hiring and during such other times as they or any of them shall be in the Centre, for the purposes of hiring, comply with all reasonable requirements of the Services Manager.

15. Admission

The Services Manager has the right at his absolute discretion to refuse admission to any person, and to instruct any person to leave the Centre premises.

16. Collections and Lotteries

No collection, games of chance, betting or wagering, sweepstakes, sales of programmes, raffles, or lotteries may be conducted without the consent of the Services Manager.

17. First Aid

- a) The Hirer must ensure a qualified First Aid attendant and is responsible for having available suitable and sufficient first aid equipment. An accident/incident form must be filled in for any First Aid administered.
- b) The Hirer should also make any necessary arrangements with the British Red Cross or St John's Ambulance Brigade.

18. Intoxicating Liquor

No person shall bring intoxicating liquor on to the premises without the Services Manager's consent.

19. Catering

No food or refreshments shall be brought onto the premises without the Services Manager's consent.

20. By Laws/Licences

The Hire must comply with all legal requirements relating to his use of the Centre premises.

21. Flyposting

Flyposting may contravene Planning Law and advice on this matter can be obtained from the principal Development Control Officer at the offices of the District Council.

22. Smoking

Smoking is not permitted anywhere in the Centre.

23. Equipment

Charges for the letting of the Centre are inclusive of the static equipment (ie except balls, woods, rackets, which are required) and these are negotiable with the Services Manager at extra cost.

24. Litter

Sufficient bins are provided within the Centre and patrons are expected to deposit litter in those bins. Any persons found depositing litter other than in the bins will be asked to leave the Centre if he/she refuses to remove the litter.

25. Hawkers - Vendors

No unauthorised vendor, collector, hawker or canvasser shall be admitted to the premises.

26. Broadcasting and Filming Facilities

- a) No Hirer may grant broadcasting or filming rights without prior consent of the Services Manager.
- b) Applications for use of broadcasting or filming facilities shall be made on the appropriate form to the Services Manager.
- c) No camera or other photographic apparatus may be brought into the premises for commercial purpose without the permission of BEDALES SERVICES LTD.
- d) Cameras may be brought into the premises for private use provided that no nuisance or any annoyance is thereby caused.

27. Copyright

- a) The Hirer shall not use the Centre premises, or any part thereof, for the performance of any musical or dramatic work, or for the delivery of any lecture, in circumstances which infringe copyright. The Hirer shall indemnify BEDALES SERVICES LTD against any costs and claims arising by reason of a failure to comply with this condition.
- b) The Hirer will pay all authors, composers, publishers, and other fees or royalties which may be payable in respect of the function. The fee payable to the Performing Rights Society Limited will be collected by BEDALES SERVICES LTD by way of a 5% fee added to the hire charges. The Hirer will be responsible for completing the Performing Rights Society Limited Return giving details of all musical works to be performed during such hire and this must be handed to the Services Manager prior to the start of the function.

28. Dress

The Hirer shall be responsible for ensuring that persons for whom he/she is responsible are properly attired and are wearing suitable footwear. The decision of the Services Manager as to whether attire or footwear is suitable shall be final.

29. Seating Accommodation

All seats are to be arranged with sufficient gangways to afford proper means of exit, and the Hirer must keep such gangways and all passages and exits free from obstructions, so as to comply with the Licensing requirements of the Local Authority.

30. Hirer's Equipment

Hirer's equipment or property may only be stored with the prior consent of the Services Manager. Such property or equipment shall be stored entirely at the risk of the owner and BEDALES will not accept responsibility for any loss or damage to any property or equipment stored.

31. Parking

The Hirer shall ensure that all vehicles (including bicycles) are parked at Dunhurst/Dunannie Main car park, and shall not be driven or taken on to any other part of the BEDALES SCHOOL land. BEDALES SCHOOL does not accept liability for loss or damage to any vehicle (including bicycles) or its contents.

32. Consents

Any consent or approval under these Conditions shall be in writing, signed by the Services Manager or his authorised representative.

33. Modification of Conditions

BEDALES reserve the right to modify or vary any of these Conditions or Regulations or to impose special conditions where the nature of the circumstances demands.