

## TERMS AND CONDITIONS OF HIRE

These Terms and Conditions are to be read in conjunction with the Booking Form (as defined below) which are together defined as the **“Contract”**.

### 1. DEFINITIONS AND INTERPRETATION

In this Contract unless otherwise defined, all terms with capitalised letters will have the meanings set out in this Clause 1 unless otherwise defined in the Booking Form.

**“Booking Form”** the document which amongst other things specifies the name of the Hirer, Hire Period, Venue, Purpose, number of people expected to attend and any Special Requirements.

**“Charges”** the fees payable by the Hirer to Woodhouse Grove for hire of the Venue including any deposit Woodhouse Grove may require the Hirer to pay, and any additional fee for any Equipment requested by the Hirer.

**“Equipment”** any sporting, theatrical, audio-visual, leisure, educational or any other type of equipment, or any person whether professional or qualified or otherwise, including (but not limited to) referees, lifeguards, technicians, sports coaches and caterers.

**“Event”** the occasion for which the Venue will be made available to the Hirer by Woodhouse Grove for a one-off booking on a certain date, as specified on the Booking Form.

**“Half Term Break”** the holiday periods during each School Term as well as the summer holiday.

**“Hire Period”** the periods at the specified dates and times for which the Venue will be made available to the Hirer by Woodhouse Grove as stated on the Booking Form.

**“Premises”** all the land and buildings belonging to the School on which the Venue is sited.

**“Purpose”** the sporting, theatrical, leisure or educational reason, activity, or purpose for which the Venue is to be hired by the Hirer from Woodhouse Grove.

**“School”** Woodhouse Grove School whose campus is situated at Harrogate Road, Apperley Bridge, West Yorkshire, BD10 0NR.

**“School Term”** such term during the academic year of the School during which the Hire Periods are requested, starting on or around (1) the beginning of September, finishing in December, or (2) the beginning of January, finishing in March, or (3) the beginning of April, finishing in July of the following calendar year.

**“Special Requirements”** any requirements that Woodhouse Grove agrees to provide as requested by the Hirer on the Booking Form.

**“Venue”** the venue specified on the Booking Form being part of the Premises.

**“Woodhouse Grove”** Woodhouse Grove Enterprises Limited, Woodhouse Grove School, Harrogate Road, Apperley Bridge, West Yorkshire, BD10 0NR.

## **2. CONTRACT FORMATION AND APPLICATION OF CONDITIONS**

- 2.1 Unless otherwise accepted in writing by Woodhouse Grove, no other terms, conditions, or warranties are incorporated into any Contract between Woodhouse Grove and the Hirer.
- 2.2 Woodhouse Grove completes section 1 of the Booking Form, including details of the Charges and any other relevant information and sends it to the Hirer for approval and to indicate that a tentative booking is being held for the Hirer for a period of thirty (30) days.
- 2.3 Upon receipt of the Booking Form, the Hirer is required (1) to satisfy itself that the information contained in section 1 of the Booking Form is accurate and complete and (2) to read and accept these Terms and Conditions. Within 30 days of Woodhouse Grove having completed section 1 of the Booking Form, the Hirer must sign section 2 and return the signed Booking Form to Woodhouse Grove. The requested booking remains tentative at this stage. The Hirer’s signature of section 2 is deemed to be an offer to enter into a Contract with Woodhouse Grove on the terms set out in the Booking Form and these Terms and Conditions.
- 2.4 Upon receipt of the signed Booking Form from the Hirer, Woodhouse Grove will satisfy itself that the information contained in section 1 of the Booking Form remains accurate and complete and that the Hirer has duly signed section 2 of the Booking Form. To secure the requested booking and confirm its acceptance of the Contract, Woodhouse Grove will sign section 3 of the Booking Form and send a copy of the signed Booking Form to the Hirer.
- 2.5 A legally binding contract is only formed between Woodhouse Grove and the Hirer when Woodhouse Grove countersigns the Booking Form confirming Woodhouse Grove’s acceptance of the Contract and issues the Hirer with a copy of the fully completed Booking Form.
- 2.6 To the extent that any terms contained on the Booking Form are inconsistent with these Terms and Conditions, the terms in the Booking Form will prevail over those written in these Terms and Conditions.

### **3. LICENCE**

In consideration of the payment of the Charges by the Hirer to Woodhouse Grove, Woodhouse Grove grants to the Hirer an exclusive licence to use the Venue during the Hire Period or for the Event, as the case may be, subject to any rights reserved to the Hirer in this Contract.

### **4. PAYMENTS**

4.1 The Hirer agrees to pay Woodhouse Grove:

4.1.1 the Charges due under this Contract in accordance with the Booking Form; and

4.1.2 any charges on cancellation of the Contract in accordance with Clause 8; and

4.1.3 interest at the rate of four per cent (4%) per year over the base lending rate from time to time of the Bank of England on any money due under this Contract which remains unpaid from the date when such money first becomes due and payable until such time as it shall be paid, both before and after judgment.

4.2 Unless otherwise stated in this Contract or agreed in writing by Woodhouse Grove, any deposit will be paid by the Hirer within seven (7) days of receipt by the Hirer of a copy of the completed Booking Form in accordance with Clause 2.5. If any deposit due is not received by Woodhouse Grove from the Hirer within this time, Woodhouse Grove is entitled to cancel the Contract without liability to the Hirer and re-hire the Venue to a third party and any charges applicable under Clause 8.2.2 will immediately become due.

4.3 Unless otherwise stated on the Booking Form, any fee for any Equipment requested by the Hirer will be paid in advance of the Hire Period or the Event as the case may be, by the Hirer upon demand by Woodhouse Grove.

4.4 In the event of continuous bookings for the duration of a School Term and unless otherwise stated on the Booking Form, Charges will be invoiced in advance at the start of the School Term for the Hire Period and are payable by the Hirer within thirty 30 days of the date of invoice.

4.5 For Events, unless otherwise stated on the Booking Form, Charges will be invoiced and are payable by the Hirer within thirty 30 days of the date of invoice.

- 4.6 All Charges to be paid under this Contract are exclusive of VAT which will, where relevant, be charged to the Hirer at the rate or rates from time to time applicable.

## **5. WOODHOUSE GROVE'S OBLIGATIONS**

Woodhouse Grove undertakes with the Hirer:

- 5.1 on the commencement of the Hire Period or the Event, to give access to the Venue to the Hirer free from obstructions and in good condition;
- 5.2 to comply with all relevant laws, regulations and statutes relating to the Venue and its use, and the rules and regulations of any local or other competent authority where a breach of which would restrict or prevent the staging of the event for the Purpose for the Venue;
- 5.3 to use reasonable endeavours to procure any Equipment reasonably requested by the Hirer, subject to Hirer paying any applicable associated fee in this respect in advance to the Hirer;
- 5.4 to use reasonable endeavours to satisfy any Special Requirements requested by the Hirer in section 1 of the Booking Form, notwithstanding that Woodhouse Grove is under no obligation to satisfy any Special Requirements;
- 5.5 to permit the Hirer to use the number of car parking spaces specified, in the location on the Premises specified in the Booking Form for the duration of the Hire Period or the Event only. Where no car parking spaces are specified, the Hirer shall be permitted vehicle access to and egress from the Premises for dropping off attendees at the Venue, but will not be entitled to use any car parking spaces;
- 5.6 to make available to the Hirer the School's health and safety policy (or any other applicable policy document, available to the Hirer upon request).

## **6. HIRER'S OBLIGATIONS**

The Hirer undertakes with Woodhouse Grove:

### **Restrictions on use**

- 6.1 to use the Venue only for the Purpose;
- 6.2 save as otherwise expressly permitted, not to use the Venue or any part of it for any activities which are dangerous, offensive, noxious, illegal or immoral or which are or may become a nuisance to Woodhouse Grove, the School, any other hirers of facilities on the Premises, or the owner or occupier of any neighbouring property;

- 6.3 not to do anything which might invalidate any insurance maintained by Woodhouse Grove or the School in respect of the Venue or which might increase the insurance premium payable for the Venue;
- 6.4 not to bring on to the Premises any animals without the prior consent of Woodhouse Grove;
- 6.5 not to bring on to the Premises any food or drink for consumption during the staging of the event at the Venue without the prior consent of Woodhouse Grove;
- 6.6 not to smoke anywhere on the Premises;

**Observation of laws, regulations and best practice**

- 6.7 at all times to observe all relevant laws, regulations and statutes relating to the Venue and its use, or other applicable policy document, any licences relating to the use of the Venue for the Purpose and to do nothing that will bring the good reputation of the School or Woodhouse Grove into disrepute;
- 6.8 to adequately research the suitability of any employees, volunteers and other adults that will come into contact with or be responsible for the welfare of children at the Venue during the Hire Period or during the Event, as the case may be, and carry out and have them undertake any required or recommended checks and training courses, including (but not limited to) a Disclosure and Barring Service (DBS) application;
- 6.9 at its own cost to comply with all requirements of the School's health and safety policy and all health and safety legislation in relation to the Venue for the Purpose;
- 6.10 to familiarise themselves with, and procure that any employees, spectators and parents familiarise themselves with the evacuation procedure in the event of an emergency and/or fire drill and observe all fire notices and signs that are displayed in the Venue and on the Premises;

**Damage and condition of Venue**

- 6.11 to pay to Woodhouse Grove the cost of making good all damage to the Venue or the Premises suffered during the Hire Period or the Event, as the case may be, (excluding only fair wear and tear and damage caused by any risk covered by Woodhouse Grove's or the School's insurance and damage by Woodhouse Grove's agents, servants and sub-contractors) so as to leave the Venue in the same condition as it was at the start of the Hire Period or at the start of the Event;

- 6.12 by the expiry of the Hire Period or at the end of the Event, to remove all the Hirer's goods, waste and other materials in the Venue and hand back the Venue cleared and in such condition as is consistent with the provisions of Clause 6.11. In default of such obligation under this Clause 6.12, the Hirer shall pay to Woodhouse Grove the full cost of reinstating the Venue, plus an additional sum which properly represents the hire charges that would have been payable by other hirers per day for every day or part of a day during which the Hirer remains in breach of this provision, and the Hirer shall indemnify and keep indemnified Woodhouse Grove in full against any and all costs (including legal costs and expenses), damages or liability incurred by Woodhouse Grove, the School or by any other third party as a result of breach of this Clause 6.12;
- 6.13 to produce to Woodhouse Grove not less than seven (7) days before the commencement of the Hire Period or the Event details of all equipment and items which it wishes to be suspended from or affixed to the roof, walls or other structural parts of the Venue;
- 6.14 not to make any alterations or attachments or additions to the Venue without the prior written consent of Woodhouse Grove;

**Parking, access and attendees**

- 6.15 not to park on or obstruct the access ways giving access to the School or the Venue, or any other venues or parts of the Premises to which access may reasonably be required;
- 6.16 to use its reasonable endeavours to ensure that all participants, employees, spectators and parents have left the Venue not later than 30 minutes following the expiry of the Hire Period or the end of the Event or such later time as Woodhouse Grove shall agree;
- 6.17 to use its reasonable endeavours to ensure that all participants, employees, spectators and parents remain within the Venue, or any other areas permitted by Woodhouse Grove in writing, during the Hire Period or the Event and only use the Premises for the purposes of access to and egress from the Venue;
- 6.18 to make all administrative and other arrangements to ensure that the maximum number of persons in the Venue including the sporting participants, security staff, technicians and personnel of Woodhouse Grove does not exceed any restrictions communicated by Woodhouse Grove to the Hirer; and

## **Publicity**

6.19 to obtain the prior written approval of Woodhouse Grove to any publicity material proposed to be issued in relation to the Purpose for which the Venue is being hired that uses Woodhouse Grove's name and/or any trade mark.

## **7. CHANGES TO BOOKING**

7.1 If for any reason the Hirer wishes to change any element of their booking including changing the Hire Period, the date of the Event or altering the Venue or Purpose, Woodhouse Grove may accommodate such request at its sole discretion, but shall be under no obligation to do so, subject to payment by the Hirer of an administration charge notified in advance to the Hirer by Woodhouse Grove and agreement by the Hirer to pay any amended Charges as a result of the variation requested.

7.2 Notwithstanding Clause 7.1, if Woodhouse Grove is unable or unwilling to change the booking and the Hirer is forced to cancel this Contract as a result, the Hirer shall be liable to pay the cancellation charges in accordance with Clause 8.

## **8. CANCELLATION**

8.1 The Hirer acknowledges that if it cancels this Contract before the end of the School Term or before the date of the Event for any reason, the following charges represent a genuine pre-estimate of the loss Woodhouse Grove will suffer and will be payable by the Hirer in accordance with this Clause 8.

8.2 If this Contract is cancelled by the Hirer, the Hirer shall pay within fourteen (14) days of receipt of invoice:

8.2.1 For continuous bookings,

8.2.1.1 if cancelled after the beginning of the Half Term Break of the School Term prior to the School Term for which the continuous booking was made, 50% of the Charges payable under the Contract, or such lesser sum as Woodhouse Grove shall in its sole discretion determine; and

8.2.1.2 if cancelled during the School Term for which the continuous booking was made, 100% of the Charges payable under the Contract, or such lesser sum as Woodhouse Grove shall in its sole discretion determine.

8.2.2 Any out of pocket charges, costs or expenses which Woodhouse Grove has incurred on behalf of the Hirer, including but not limited to, licence application fees, catering and refreshment charges, and entertainment costs, whether incurred before or after the start of the School Term.

8.2.3 For Events,  
if cancelled less than 3 months prior to the date of the Event, 50% of the balance of the Charges, excluding the deposit, which shall not be refundable and, if cancelled less than 1 month prior to the date of the Event, the full Charges shall be payable. Clause 8.2.2 shall apply accordingly.

## **9. FORCE MAJEURE**

9.1 If by reason of force majeure, fire, tempest, explosion of any kind, failure or neglect on the part of any company supplying electricity, gas or water, labour strife, civil commotion, war (or threat thereof), act or threatened act of terrorism, fire or explosion or any other event beyond the control of Woodhouse Grove, Woodhouse Grove is or anticipates that it will be prevented from fulfilling the substance of its obligations under this Contract then Woodhouse Grove shall promptly ensure that the Hirer is aware of the occurrence of any such event and Woodhouse Grove shall be entitled at any time thereafter, so long as such cause still subsists, to cancel or suspend this Contract by notice in writing to the Hirer.

9.2 In the event of cancellation or suspension pursuant to Clause 9.1 above, Woodhouse Grove shall be under no liability to the Hirer or its sub-licensees for any loss which they may sustain in consequence of any such cancellation or suspension. The Hirer shall, in the event of cancellation under this Clause 9, be under no liability to Woodhouse Grove in respect of its future obligations under this Contract and in the event of suspension shall be relieved of such obligations under this Contract for the period of such suspension (but without prejudice to any rights of either party against the other in respect of any claim accrued under this Contract down to the date of commencement of such cancellation or suspension).

9.3 In the event of cancellation or suspension of part or parts of Woodhouse Grove's obligations as aforesaid, Woodhouse Grove shall repay to the Hirer that part of the Charges in respect of any period or periods affected by such cancellation or suspension apportioned on a basis which shall fairly and reasonably be attributable to the part or parts of Woodhouse Grove's obligations so suspended.

9.4 Notwithstanding this Clause 9, Woodhouse Grove may also suspend, control, or cancel the hire of the Venue in any circumstances where a situation, action or event occurs during the Hire Period or the Event, as the case may be, which in Woodhouse Grove's reasonable opinion is a breach of the terms of this Contract or may constitute



a danger to public safety including, without limitation, the safety of the persons present at the Venue.

**10. ASSIGNMENT**

The Hirer shall not be entitled to assign, dispose of or deal with its rights and obligations under this Contract.

**11. INDEMNITY**

11.1 Without prejudice to any other right or remedy Woodhouse Grove may have, the Hirer agrees to indemnify and keep indemnified Woodhouse Grove in full from and against any and all losses, claims, demands, actions, proceedings, damages, costs, expenses or any other liability (whether criminal or civil) suffered and legal fees and costs incurred by Woodhouse Grove arising in any way from or in connection with:

11.1.1 any breach of this Contract;

11.1.2 any rights granted as a result of this Contract;

11.1.3 any neglect or default of the Hirer or its agents, employees, sub contractors, licensees or participants, spectators and parents at the Venue

save to the extent that the same arises as a result of any negligent acts or omissions or wilful misconduct of Woodhouse Grove.

**12. LIABILITY**

12.1 Subject to Clauses 12.2 and 12.3, the total liability of Woodhouse Grove to the Hirer in contract (including fundamental breach), tort, negligence, breach of statutory duty, misrepresentation or otherwise in connection with the performance of its obligations under this Contract shall be limited to a sum equal to the Charges payable to it by the Hirer in accordance with this Contract.

12.2 Subject to Clause 12.3, Woodhouse Grove shall not be liable to the Hirer for loss of profit or for any indirect, special or consequential loss or damage, costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of Woodhouse Grove, its employees or agents or otherwise) which arise out of or in connection with this Contract.

12.3 Nothing in this Clause 12 shall operate so as to exclude Woodhouse Grove's liability for death or personal injury caused by its negligence or that of its employees, or for fraudulent misrepresentation of Woodhouse Grove.

12.4 The Hirer hereby acknowledges and agrees that the limitations contained in this Clause 12 are reasonable in light of all the circumstances and the Charges payable by them under this Contract.

### **13. INSURANCE**

13.1 Woodhouse Grove shall at its own expense during the Hire Period or the Event, as the case may be, effect and maintain with an insurance office of repute insurance for the Premises and the Venue in an adequate sum in respect of all normal commercial risks.

13.2 The Hirer shall at its own expense during the Hire Period or the Event, as the case may be, effect and maintain with an insurance office of repute insurance for the Purpose in an adequate sum in respect of all normal commercial risks and as a minimum:

13.2.1 public liability insurance with an adequate indemnity limit for the Purpose;  
and

13.2.2 personal injury and accident insurance with an adequate indemnity limit for the Purpose.

### **14. TERMINATION**

14.1 Woodhouse Grove shall be entitled to terminate this Contract immediately on notice to the Hirer in the event that any sums due and payable under this Contract (whether demanded or not) have not been paid on the due dates for payment.

14.2 Either party shall be entitled to terminate this Contract immediately on written notice to the other in the event that the other party:

14.2.1 substantially fails to perform and observe all or any of the obligations on its part contained in this Contract; or

14.2.2 persistently fails to perform and observe any of the obligations on its part contained in this Contract; or

14.2.3 enters into liquidation, whether compulsory or voluntary (but not if the liquidation is for amalgamation or reconstruction of a solvent company), or has a receiver, administrator or administrative receiver appointed or enters into any arrangement for the benefit of its creditors.

14.3 Any termination of this Contract shall be without prejudice to any rights or remedies that may have accrued to either party.

## **15. NOTICES**

- 15.1 Notice under this Contract shall be deemed given in writing when delivered by hand or when transmitted on receipt of a printout confirming due transmission if sent by electronic mail or facsimile, or 2 days after mailing if sent by mail, postage paid and addressed as per the addresses specified in the Booking Form.
- 15.2 If a party changes its address for notification purposes, then it shall give the other party written notice of the new address and the date on which it shall become effective.

## **16. ENTIRE CONTRACT**

- 16.1 This Contract contains the whole Contract between the parties and it supersedes any prior written or oral Contract between them and is not affected by any other promise, representation, warranty, usage, custom or course of dealing. The parties confirm that they have not entered this Contract on the basis of any representation that is not expressly incorporated into this Contract. Nothing in this Contract shall exclude liability for any fraudulent statement or act made prior to the date of this Contract.

## **17. WAIVER**

No failure or delay by a party to exercise any right or remedy provided under this Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

## **18. SEVERABILITY**

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

## **19. RIGHTS OF THIRD PARTIES**

A person who is not a party to this Contract may not rely upon or enforce any rights pursuant to the Contracts (Rights of Third Parties) Act 1999.

## **20. GOVERNING LAW AND JURISDICTION**

This Contract shall be governed by and construed in all respects in accordance with the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English courts.