

TERMS AND CONDITIONS FOR THE HIRE OF ST GEORGE'S SCHOOL PREMISES

All Terms and Conditions set out below must be adhered to and may not be varied without the School's written agreement.

1. DEFINITIONS AND INTERPRETATION.

Booking: the Premises hire booking made by the Hirer in terms of the Booking Form completed by the Hirer and accepted by the School.

Booking Confirmation: the written confirmation issued by the School to the Hirer confirming the terms of the Booking.

Booking Form: the booking form attached to these Terms and Conditions, completed, and sent by the Hirer to the School in respect of the Premises hire.

Contract: the contract between the Hirer and the School for hire of the Premises, and which is formed by these Terms and Conditions, the Booking Form and Booking Confirmation, and any special requests agreed in writing or written variations agreed between the School and the Hirer.

Hirer: the person making the application for hire of the Premises, as named in the Booking Form and this person will be personally responsible for all aspects of the hire and payment of all fees or other sums due in respect of the Premises hire.

Participants: any person who is attending or making use of Premises in terms of a Booking made by the Hirer.

Premises: the grounds, buildings, facilities and/or equipment which are being provided by way of hire to the Hirer in terms of the Contract.

Residential Booking: a booking made for one night or more for Premises that include residential accommodation.

Responsible Person: the person who has filled out the Booking Form (or otherwise notified to the School by the Hirer) as being responsible for the Participants.

School: St George's School, a Company Limited by Guarantee and registered under the Companies Acts in Scotland (company number SC008667) and a Scottish registered charity (number SC012632) and having its principal office at Garscube Terrace, Edinburgh EH12 6BG.

2. BOOKING AND CHARGES.

- 2.1 The Hirer will be sent a Booking Confirmation by email confirming the scope of Premises hire and the cost, and receipt of the Booking Confirmation will be taken as the Hirer's acceptance of these Terms and Conditions unless the Hirer notifies the School in writing of the Hirer's wish to cancel their Booking within 7 days of receipt of the Booking Confirmation.
- 2.2 The School shall not be obliged to accept Bookings from persons under the age of 18, or from any organisation or group with an unlawful or extremist background, or any organisation or person who does not maintain similar values to the School. The Contract is personal to the Hirer only, and nothing in it is intended to have the effect of giving exclusive possession of any part of the School to them or of creating any tenancy between the School and the Hirer.
- 2.3 Hire charges are reviewed from time to time and the current charges are set out in the Booking Confirmation, or as notified separately. The Hirer acknowledges that the charges given may be increased from time to time (they will be reviewed by the School's Business Director on an annual basis).

2.4 Depending on the nature of the Booking, invoices are scheduled at different points. The payment plan will be set out at the stage of Booking Confirmation. The invoice will be sent to the email address given in the Booking Form and/or Booking Confirmation. No other payments shall be made other than through the invoice procedure.

2.5 In the event payment in advance is required, the Hirer will be notified of this by the School in writing and the Hirer shall pay this to the School by the date specified by the School to secure their Booking.

2.6 In the event of late payment, the School shall be entitled to charge interest on a daily basis at 2% above base rate (Bank of England).

3. USE OF PREMISES – GENERAL OBLIGATIONS ON THE HIRER

3.1 The Hirer accepts the Premises as being in good condition and repair and sufficient for the purposes of the Booking.

3.2 The Hirer will be notified of their School staff contact during the time of Premises hire. If no other number is given, the contact number will be 01316390002. The Hirer must also provide the School with phone contact details of their senior supervisor who will be on the Premises.

3.3 All Hirers are expected to carry out their activities in a safe manner with due regard to other potential users on the Premises or in adjacent Premises.

3.4 The Hirer should plan and implement emergency procedures appropriate to their event and Participants including emergency meeting points and sufficient procedures so that they can be sure any necessary evacuation has been effected properly. Following an emergency evacuation, there should not be a return to the building until an 'all clear' has been given by the School's designated 'incident manager'. In the event of it not being possible to return, once everyone has been accounted for, they should leave the site as quickly as possible.

3.5 The Hirer is required to adequately risk assess their activity on the Premises and to provide a written copy of that risk assessment to the School. The School will provide any relevant information required by the Hirer to complete that risk assessment. The School will not assess the technical content of the risk assessment, that is the responsibility of the Hirer who will be expected to have adequate expertise regarding their activity.

3.6 The Hirer is required to specifically inform the School of any inherent residual risk from their activities including anything that might reasonably be expected to affect the insurance cover of the School.

3.7 The Hirer shall ensure that they provide a suitable number of adults to supervise groups of children.

3.8 The Hirer shall ensure that the number of persons and ages provided using the Premises does not exceed that for which the Booking was made and accepted by the School.

3.9 The School must be notified by the Hirer at the earliest possible opportunity of any damage, accident or injury that occurs during or as a result of the Premise hire.

3.10 The Hirer shall be responsible for ensuring the preservation of good order for the full duration of Premises hire and until the Premises are vacated and shall do nothing (in the School's sole opinion) to bring the School into disrepute.

3.11 Where the Hirer is given independent access to the hired Premises, they will be responsible for ensuring the premises are secured and all lights turned off at the end of the Booking.

3.12 The Hirer shall vacate the Premises at the end time as specified in the Contract. In the event that the Hirer fails to vacate the Premises timeously, the School shall be entitled to charge an additional fee calculated as a pre-estimate of loss and inconvenience suffered by the School.

Commented [BD1]: Note to spell this out at booking time - KIH

- 3.13 The Hirer will be responsible for ensuring the Premises are left in the same condition and layout as prior to the Booking. The Hirer shall not, therefore, be permitted to make fittings or decorate the Premises such that necessitated drilling, or the fixing of nails or screws into fixtures which are part of the Premises' fabric. In the event that the Hirer fails to leave the Premises in the condition that they were found in, the Hirer will fully reimburse the School for all costs connected with the cleaning thereof, removal of rubbish and storage of equipment. The Hirer shall be required to reimburse the School for any costs incurred in repairing any damage caused (or permitted to be caused) by the Hirer to the Premises.
- 3.14 The Hirer shall not be permitted to display advertising material in or on the Premises without the prior written approval of the School.
- 3.15 The Hirer is responsible for supervising any Participants that are children until they are collected by a responsible adult.
- 3.16 The Hirer shall not, during the hire of the Premises, infringe any subsisting copyright or performing right or other intellectual property right of the School and/or third parties, and shall indemnify the School against all sums of money which the School may have to pay to a third party by reason of an infringement of copyright or performing right or other intellectual property right occurring during the period of hire covered by the Contract.
- 3.17 The Hirer is strictly prohibited from playing music on outdoor Premises. The Hirer shall ensure that there is no undue noise beyond that directly involved in the agreed use of the Premises.
- 3.18 The Hirer is strictly prohibited from bringing onto (or using) at the Premises any fireworks. The mass release of balloons and/or paper lanterns or any other substances that may negatively impact on the environment at the Premises is also strictly prohibited.
- 3.19 The Hirer should be aware that there is no provision for spectator facilities and within the Contract there should be no spectators allowed unless there is competition under the regulations of a sporting or other body and approved by the School. In this situation, liability for any risk or harm to spectators will lie with the Hirer. The Hirer shall be responsible for providing adequate supervision to maintain order and good conduct, (including the receiving and dismissal of Participants) and – where applicable – the Hirer must adhere to the correct adult/pupil ratios at all times.
- 3.20 The Hirer undertakes the hire of the Premises at its own risk, and will ensure that all Participants are made aware that, when they are on the Premises, they participate in any activities in relation to the Booking (a) in compliance with any training, information and instructions provided by the School (whether provided under condition 5.1 or otherwise) and (b) at their own risk.
- 3.21 The Hirer shall be entitled to take photographs of its own activities at the Premises for its own marketing purposes, subject to resolving any third-party copyright issues and/or requirements of law (including the Data Protection Act 2018 and child protection laws) and to the satisfaction of the School.
- 3.22 No markings may be made on the grass of the School playing fields or hard areas (e.g. car parks or playgrounds) without the School's prior permission.
- 3.23 Only service animals are allowed during the hire of the School. The School staff may approach anyone with a dog or other animal and ask them to return to their car or leave the Premises.
- 3.24 If floodlights are required these are only available until 21:00 and this must be adhered to, due to planning and environmental restrictions. It is the Hirer's responsibility to stop the activity and depart the floodlit area in time for the floodlights turning off.
- 3.25 The Hirer shall not sub-let the Premises to another person or entity.

- 3.26 No food or drink may be prepared or consumed on the Premises without the direct permission of the School, in line with current food hygiene regulations. For Residential Bookings, catering packages can be offered.
- 3.27 The Hirer must ensure that all litter is placed in the bins provided.
- 3.28 It is strictly prohibited to bring or consume alcohol on the Premises, unless supervised by the Hirer, but this excludes those under 18 years of age.
- 3.29 The Hirer is prohibited from selling alcohol or from taking any payment or payment in kind in exchange for alcohol on the Premises.
- 3.30 Smoking, including the use of E-Cigarettes, vapour products, and any other substances that produce vapor or smoke or are injurious to health when burned, inhaled, or ingested, is not permitted on the School Premises. This includes the School's car park areas. The Hirer must ensure that all Participants are aware of this condition.
- 3.31 No stiletto footwear or any type of footwear with a thin heel is to be worn on Premises with sports surfaces. Appropriate footwear should be worn for all indoor sporting activities. If activities involve outdoor use, Participants should ensure footwear is cleaned before re-entering the Premises.

4. EQUIPMENT

- 4.1 School equipment can only be used if requested on the initial Booking Form, and if its use is approved by the School. School equipment has been portable appliance test (**PAT**) tested and is safe to use. The Hirer must comply with School instructions when using School equipment. The Hirer must ensure that appropriately qualified adults supervise the use of any School equipment which is issued and ensure its safe return. The Hirer is liable for any damage, loss or theft of School equipment used, and is responsible for the equipment's safe and appropriate use.
- 4.2 Any electrical equipment belonging to the Hirer which the School has permitted the Hirer to use MUST have a valid PAT testing certificate. The intention to use any electrical equipment belonging to the Hirer (or a third party) must be notified on the Booking Form. The Hirer is liable for any damage to the Premises and/or School caused by the Hirer's equipment or operation of the Hirer's equipment.

5. LEGISLATION, COMPLIANCE, AND POLICY

- 5.1 Prior to the Contract start date, the Hirer will have seen and inspected the Premises and will have read, listened to and understood the relevant health and safety and security training/information provided by the School. This includes fire safety and emergency evacuation procedures.
- 5.1.1 The Hirer will be responsible for the dissemination of this training/information to their staff, contractors and Participants during Premises hire.
- 5.1.2 The Hirer shall be responsible for the prevention of overcrowding (such as that which would endanger public safety), and for keeping clear all gangways, passages and exits.
- 5.1.3 The Hirer shall appoint a Responsible Person to ensure compliance of Participants with all training/information provided by the School.
- 5.2 As part of the School's Child Protection Policy, all organisations, clubs and community users must confirm that all adults working with children are members of Disclosure Scotland's PVG scheme and are able to provide details of the organisation's safeguarding policy.
- 5.3 The School is subject to statutory regulations, without limitation, liquor licensing, fire regulations, health, safety and environment regulations. Hirers and their Participants and any associated third parties must comply with these regulations and requirements as may be directed and

enforced by the School. Any equipment brought to the Premises by the Hirer, or any other third party will be held to comply with all statutory requirements including health & safety regulations.

5.4 The Hirer will ensure, and will ensure that its Participants will, use the Premises (in all material respects) in compliance with the School's environmental and sustainability policies and/or strategies.

5.5 The Hirer must not use the Premises for any gambling as defined under Section 3 of the Gambling Act 2005, except in accordance with sections 297 to 301 when gaming and betting serves a non-commercial purpose other than private gain.

6. RIGHT OF ACCESS

6.1 The School reserves the right of access to the Premises. The School's Head, Business Director or authorised members of the School may monitor the Hirer's use of the Premises from time to time. The Hirer does not have a right of access to any School Premises not listed in the Booking confirmation. The use of the School Premises is restricted to the Booking.

7. SCHOOL FACILITIES

7.1 Subject to availability, the School's car parks may be used by the Hirer and other adults involved in the hire of the Premises if requested in advance and approved by the school. No guarantee of availability is given.

7.2 Access to appropriate toilet facilities is included as part of the Booking, these may be shared facilities unless otherwise agreed beforehand.

7.3 There is no legal requirement for the School to provide first aid facilities for the Hirer. It is the Hirer's responsibility to make their own arrangements, such as the provision of first aid training for supervising personnel, and the provision of a first aid kit, particularly in the case of sports lettings. Use of the School's resources is not available. Automatic defibrillators are available: on Junior School building, on the main campus outside the Senior Gym on the wall and in the School's Centre lobby. The School contact must be informed if these are used.

8. INSURANCE AND DAMAGE, LOSS OR INJURY

8.1 All Bookings will be subject to the Hirer having (in the sole opinion of the School) suitable public liability insurance and the Hirer must provide a copy of that insurance certificate to the School. The School has appropriate public liability insurance to cover its own legal liabilities.

8.2 Any damage or loss caused to the School by the Hirer or as a result of their event or by their Participants will be charged to the Hirer.

9. CANCELLATIONS, AMENDMENTS, AND FORCE MAJEURE.

9.1 In the event the Hirer requires to amend a Booking they shall notify the School in writing as soon as practicably possible. The School shall use reasonable endeavours to facilitate the amended Booking. In the event that an amendment to a Booking cannot be facilitated by the School, the Hirer shall be entitled to cancel the Booking, subject to the cancellation policy. In the event that the amended Booking can be facilitated, the Hirer shall receive a new Booking Confirmation.

9.2 A Booking may be cancelled by the Hirer:

9.2.1 on giving to the other party at least three (3) months' written notice prior to the Contract start date for a Residential Booking; and

9.2.2 on giving to the other party at least 28 days' written notice prior to the Contract start date for all other Bookings .

9.3 The School reserves the right to charge the full amount of the Contract for any cancellations by the Hirer received less than:

9.3.1 Three (3) months prior to the Contract start date for Residential Bookings; and

9.3.2 28 days prior to the Contract start date for all other Bookings.

9.4 The School shall not be in breach of the Contract or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control (Force Majeure).

9.5 In the event that the School are unable to honour the Contract by reason of Force Majeure (including damage to the Premises by way of weather conditions, serious systems failure, illness to key staff or a risk of infection to pupils, staff or members of the public) the School shall notify the Hirer in writing as soon as reasonably practicable. If a Force Majeure event occurs, the School shall be entitled to cancel any Bookings and shall refund the Hirer in the case of any sums paid by the Hirer to the School in respect of the cancelled Booking. Whilst the School will take reasonable steps to avoid such cancellation, it is recommended that the Hirer puts in place cancellation insurance for, amongst other things, such occurrences.

9.6 The Hirer acknowledges that the Premises on occasions may be required by the School due to an exceptional or 'last minute' School event (**School Event**). If a School Event results in the unavailability of the Premises booked by the Hirer, the Hirer acknowledges that the School Event shall take precedence over the Hirer's Booking and the School may at its sole discretion cancel or amend the Booking to allow for the School Event to take place. The School shall provide at least two weeks advance notice to the Hirer of a School Event and shall use reasonable endeavours to provide alternative premises at the same date and time as the Booking. The School shall have no liability (financial or otherwise) to the Hirer for any delay, changes to, or cancellation, of the Booking resulting from the School Event. The School shall refund the Hirer in the case of any sums paid by the Hirer to the School in respect of the cancelled Booking due to the School Event.

10. TERMINATION

10.1 In the event that the Hirer becomes bankrupt, ceases to trade, has a receiver appointed or makes any voluntary arrangement with creditors, the School shall be entitled to immediately terminate the Contract by giving notice in writing to the Hirer or their representative(s).

10.2 The School shall be entitled to terminate the Contract with immediate effect in writing in the event of a material breach (of which the School shall be the sole judge) by the Hirer of any of these Terms and Conditions. If a material breach occurs during the Hire the School shall be entitled to provide verbal notice to the Hirer and the Hirer shall be required (if so instructed by the School) to immediately remove themselves and the Participants from the Premises.

10.3 The School shall be entitled to terminate the Contract with immediate effect in writing in the event that any charges due and payable by the Hirer have not been paid to the School by the dates specified in the Contract (or in any invoice issued by the School under the Contract).

11. LIABILITY

11.1 The Hirer is liable for any and all loss of, or damage to, property or injury to their Participants, their staff and School staff, which may occur while making use of the Premises including any such incidents which may occur on the Premises.

11.2 The School accepts no liability for the loss or damage to any equipment or personal belongings brought onto the property by Hirers and/or their Participants.

11.3 The School shall not be liable under any circumstances, whether in contract, delict (including negligence), breach of legal duty, or otherwise, for any economic loss (including loss of profit, business, revenue, goodwill or anticipated savings (whether or not foreseeable)) or any indirect or consequential loss arising under or in connection with these Terms & Conditions or use of a Premises by any Hirer.

- 11.4 The School's total liability to the Hirer shall be limited to the charges for the Booking or £500 (whichever is the greater).
- 11.5 Nothing in these Terms & Conditions shall limit or exclude the liability of the School for:
- 11.5.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
 - 11.5.2 fraud or fraudulent misrepresentation; and
 - 11.5.3 any other liability which cannot be excluded by law.

12. GENERAL

- 12.1 The Booking Form, Booking Confirmation, these Terms & Conditions and any agreed written special requests constitute the entire agreement and understanding between the School and Hirer regarding the subject matter thereof and supersedes and extinguishes any prior agreement (written or verbal) between the School and Hirer regarding such subject matter.
- 12.2 For information about how the School handles personal information and rights under Data Protection Act 2018 and the UK GDPR, please refer to the School's website [here](#).
- 12.3 No failure or delay by the School in exercising any of its rights under these Terms and Conditions shall be deemed to be a waiver of that right.
- 12.4 If any provision or part-provision of these Terms & Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of these Terms & Conditions.
- 12.5 The Hirer shall not be entitled to assign or transfer any of its rights and/or obligations under the Contract. Any variation to the Contract shall be agreed between the School and the Hirer in writing.
- 12.6 Nobody else has any rights under the Contract. The Contract is between the School and the Hirer and nobody else can enforce it.
- 12.7 The person completing the Booking Form confirms that they have authority to act on behalf of the organisation narrated in the Booking Form.
- 12.8 These Terms and Conditions shall be governed by the law of Scotland.
- 12.9 Each party irrevocably agrees that the Scottish courts shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms & conditions, the Contract, or their subject matter or formation.

ST GEORGE'S Edinburgh

Company No. SC008667

Charity No. SC012632

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Form to be completed:

Organisation:

Organisation website url:

Organisation social media channels:

Email (person physically present):

Phone (person physically present):

Start date:

End date:

Repeat weekly: Y/N

Start time (on site):

End time (off site):

Premise type:

Additional Premises/Requirements (including any set up requirements, power supply etc):

No. of adults:

No. of under 18s:

Gender of Participants:

Type of activity:

Are you local:

How did you hear about us :

Comments:

Consent: Yes

Subscription: No

I confirm I have read and accepted the terms & conditions for the hire of School Premises: Y/N

Signed:

Date: