

Schools Plus Terms and Conditions

1. Interpretation

1.1 In these terms and conditions unless the context otherwise requires the following expressions have the following meanings:

Booking Form Our completed booking form;
 We/Us Schools Plus Limited (company number: 05164169, VAT registration number: 855115433) whose registered office address is at 843 Finchley Road, London NW11 8NA;
 Deposit the deposit set out in the Booking Form;
 Fee the fee set out in the Booking Form;
 Guests anyone explicitly or implicitly invited by You into the School;
 Hire Period(s) the hire period(s) set out in the Booking Form;
 Facilities the rooms and/or grounds and/or furniture and/or equipment hired to You as set out in the Booking Form;
 School the school named in the Booking Form;
 Special Conditions any special conditions set out in the Booking Form;
 You the customer whose details are set out in the Booking Form.

1.2 In these T & Cs the singular includes the plural and vice versa.

1.3 Any Special Conditions will apply as if set out in these T & Cs.

1.4 Your proposed booking on the Booking Form is only deemed to be accepted by Us when We send You an email confirming acceptance of the proposed booking at which point and on which date a contract comes into existence consisting of these Ts & Cs.

2 Our Obligations

2.1 We shall during the Hire Period, hire the Facilities to You in accordance with these T & Cs.

2.2 The hire granted under these Ts & Cs is not intended to create the relationship of landlord and tenant. You are not entitled to a tenancy, or an assured shorthold or assured tenancy, or any statutory protection under the Housing Act 1988 or under the Landlord and Tenant Act 1954 or any other statutory security of tenure

now or when Your Hire Period ends

3 Your Obligations

3.1 You shall co-operate with Us in all matters relating to the hire of the Facilities to include obeying all of Our reasonable instructions and requests.

3.2 You shall be solely responsible and liable for and to Your Guests. You shall only be permitted entry and access to the Facilities during the Hire Period.

3.3 We reserve the right to refuse any person entry to the School, and to require them to leave.

3.4 If the performance of Our obligations under these Ts & Cs is prevented or delayed by any act or omission of You or Your Guests We shall not be liable for any costs, charges or losses sustained or incurred by You arising directly or indirectly from such prevention or delay.

3.5 You may only bring equipment, furniture and vehicles onto the School premises with Our prior emailed consent, and You must remove them at the end of each Hire Period.

3.6 You agree that You shall and Your Guests shall treat the School and its Facilities with respect and you shall pay the full cost of any cleaning, reinstatement, repair or replacement to our satisfaction in the event of issues, damage or loss caused by Your use of the facilities.

3.7 You shall ensure that the Facilities are left at the end of the Hire Period in a condition as close as is reasonably possible to that in which they were found at the beginning of the Hire Period ->

3.8 Whilst on the School premises, You and Your Guests shall not:

- (a) do anything dangerous, offensive, noxious, illegal, immoral or incompatible with the values of the School, in breach of safeguarding, or which is or may become a nuisance;
- (b) do anything which may invalidate any insurance maintained by Us or the School;
- (c) make any alterations or attachments or

additions to the School or the Facilities, without Our prior consent by email;

- (d) smoke;
- (e) consume any food or drink save where Our prior emailed agreement has been given;
- (f) prevent Our access to the Facilities.

3.9 You are responsible for assessing the insurance requirements necessary for your activity, and maintaining adequate insurance in relation to this from a reputable insurance company. We may require you to provide evidence to Us of this insurance.

4 Safety

4.1 At the start of each hire period, You are asked to sign a handover sheet confirming that you have checked the facility and that it is safe and suitable for your activity. Do not sign, and do not use the facility if it is not safe or suitable. Bring the matter to Our attention at once.

4.2 In the event of a fire, You are responsible for evacuating Your Guests and gathering them at the assembly point indicated to You by Us. You must advise Us if any Guest is unaccounted for. You may not re-enter until We have told You to do so.

4.3 If Your Guest suffers injury or other emergency, You must notify Us at once. If the emergency requires it, dial 999 without hesitation.

4.4 If You become aware of any risk to anyone's safety at the School, You must report it to Us at once.

4.5 We may call upon any adult, including Your Guests, to provide back up in the event of fire, emergency or security breach.

4.6 All Your adult Guests with repeated responsibility for children other than their own must have clean, enhanced DBS checks less than three years old. You must provide Us with these details before this adult enters the School.

4.7 No suppliers of goods or services may enter the School without Our prior approval by email.

4.8 All of Your marketing activities that refer to the name, logo or address of Us or the School must be approved in advance by Us by email.

5 The Fee

5.1 In consideration of Us hiring the Facilities to You, You shall pay Us the Fee, which shall be paid to Us in cleared funds by the first day of the month to which the Hire Period relates.

5.2 If the Hire Period is longer than one month, We may at Our discretion allow the Fee to be paid in instalments.

5.3 One off bookings must be paid for in advance by debit or credit card.

5.4 For block bookings, the initial month's payment must be made via credit/debit card. Subsequent invoices are paid via our direct debit provider, Go Cardless. If you are not able to pay via direct debit, the full contract value must be paid in advance.

5.5 We do not accept bank transfers, cash or cheques.

5.6 All amounts payable by You are non-refundable except as stated below.

5.7 Should Your Hire overrun, We reserve the right to charge You double the hourly rate rounded up to the nearest hour

5.8 Without prejudice to any other right or remedy that We may have, if You fail to pay Us on the due date under these T & Cs, We may charge interest on such sum from the due date for payment at the annual rate of 2% above the base lending rate from time to time of the Bank of England, accruing on a daily basis.

6 Refundable Excess Charge

6.1 This clause only applies if a Refundable Excess is set out in the Booking Form. The Excess is paid at the same time as the hire fee.

6.2 If You or Your Guests cause any loss or damage to the School or the Facilities We shall be entitled to apply the Excess against such loss including all associated liabilities, costs and expenses. Such Excess will be returned within 30 days of the end of the Hire Period less any deductions for losses.

7 Cancellation

7.1 You acknowledge that the hire under these T & Cs is dependent on the School and You agree that We may terminate these T & Cs or suspend Your rights at any time without notice when required to do so by the School or when required due to an act or omission of or on behalf of the School. In such event We will refund the Deposit in full along with any Fees paid for any Hire Periods not yet started.

7.2 We reserve the right to terminate Your bookings with immediate effect if You commit a breach of these Ts & Cs or You are insolvent or an insolvency event occurs against You, in such event the Deposit and any paid Fees will not be refundable.

7.3 Where a facility is unsafe or otherwise unfit for purpose for use in accordance with the contracted use, we will issue a credit note and, where applicable, refund the hire fee. For example, a cancellation due to inclement weather.

7.4 For block bookings, you may cancel bookings provided you give at least 7 days advance notice, by email, to our customer contact centre, and we will issue a credit note. Cancellations will not be accepted less than 7 days in advance and the full fee is payable.

7.5 We reserve the right to cancel future bookings in the event of a customer persistently making cancellations.

7.6 A block booked sports customer who has taken the exemption from VAT cannot cancel until the initial 10 sessions have been attended and paid for.

7.7 For one-off bookings You may cancel provided you give at least 28 days advance notice by email to our customer contact centre. We will retain 20% of the fee as a non-refundable deposit. Cancellations will not be accepted less than 28 days in advance and full fee is payable.

8 Liability

8.1 This clause sets out Our entire financial liability (including any liability for the acts or omissions of Our employees, agents, consultants, and subcontractors) to You in respect of:

(a) any breach of these T & Cs;

(b) any representation, recommendation, statement or tortious act or omission (including negligence) arising under or in connection with these T & Cs; and

(c) any loss or damage suffered by You or Your Guests.

8.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from these T & Cs.

8.3 Nothing in these Ts & Cs limits or excludes Our liability:

(a) for death or personal injury resulting from negligence; or

(b) for any damage or liability incurred by You as a result of Our fraud or fraudulent misrepresentation.

8.4 Subject to clause 8.3 We shall not be liable for loss of profits, loss of business, depletion of goodwill and/or similar losses, loss of anticipated savings, loss of goods or property, loss of contract, loss of use, loss or corruption of data or information or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

8.5 Our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance, or contemplated performance, of these Ts and Cs shall be limited to the total Fee received for this booking.

9 Indemnity

You shall indemnify Us against all liabilities, costs, expenses, damages and losses (including any direct or indirect consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by Us arising out of or in connection with these T & Cs or out of any claims made against Us by Your Guests.

10 Entire Agreement

This Agreement contains the entire understanding between You and Us and any variation of or addition to or deletion from the provisions of these T & Cs shall not be valid unless the same

shall have been reduced into writing and signed by You and Us.

11 Assignment

We are entitled to assign or otherwise part with the whole or any part of the benefit of these T & Cs, but You may not assign these T & Cs without Our prior emailed consent.

12 Notices

Notice may be given at the email addresses set out in the Booking Form.

13 Rights of Third Parties

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

14 Invalidity

Illegality and/or unenforceability of any part of these T & Cs shall not affect the enforceability or legality of the balance of these T & Cs.

15 Data Protection

We take your privacy seriously. Please read our current privacy policy at (<http://www.schoolsplus.co.uk/privacy-policy/customers-privacy-notice/>). This sets out the personal data we collect from you and details what we do with that data. You can find the relevant contact details in the policy should you wish to exercise your legal rights in relation to your data.

16 COVID-19

Due to the current COVID-19 Global Pandemic, the following additional terms are in place in respect of Our contract with You

16.1 You are required to keep contact information for your Guests for 21 days after your event. You acknowledge this responsibility and the need for Us to provide your contact information, as the lead of your group, to NHS Test and Trace as required. After 21 days, this information should be securely disposed of or deleted

16.2 You, and any of your Guests, must not attend site if you are experiencing symptoms of COVID-19 or have been advised to self-isolate. The latest information can be found here <https://www.nhs.uk/conditions/coronavirus-covid-19/symptoms/>

16.3 If a member or members of your group have COVID symptoms or have to self-isolate, We will permit You to cancel without charge. We require You to put the cancellation in writing to us at enquiries@schoolsplus.co.uk. The cancellation clauses detailed in section 7 remain in force in all other situations. If you wish to invoke this term, You need to advise Us that the cancellation is as a direct result of a case, or suspected case, of COVID within your group.

16.4 You are responsible for ensuring Your activities are appropriately risk assessed and that the controls in Your assessment are followed. We will require You to submit an appropriate operating plan for your booking and We will store this against this agreement. We will periodically monitor Your booking to ensure You are complying with Your plan and will advise You if We believe You are breaching it. We reserve the right to terminate Your booking and this agreement if We consider that You are repeatedly failing to follow Your controls and any controls which We have advised You of.

16.5 As per clause 7.3, if You consider a facility unsafe or not fit for the intended purpose, You must notify us immediately and not commence Your activity. By commencing Your activity You undertake that all areas being used have been checked, and are safe and suitable for your contracted activity. As per clause 7.3, We will credit and, where required, refund the hire fee if you do not believe the areas to be safe and suitable.

17 Governing Law

17.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

17.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these T & Cs or its subject matter or formation (including non-contractual disputes or claims).