

## GSAL VENUE HIRE TERMS AND CONDITIONS

### 1. Interpretation

1.1 In these terms and conditions, the following words and expressions shall have the following meanings:

**Booking:** an individual booking for a Hired Area, and for Catering where applicable, as set out in the Hire Details.

**Catering:** if applicable to a Booking, the provision of food and/or drinks by GSAL for or in connection with that Booking, as specified in the Hire Details.

**Charges:** the charges payable by the Customer for a Booking (including charges for Catering, where applicable), as set out in the Hire Details.

**Contract:** a legally binding contract between the Customer and GSAL in relation to an individual Booking, which shall be comprised of these terms and conditions and the relevant Hire Details, and which comes into effect in accordance with clause 2.2.

**Customer:** the business, charity or other organisation which makes a Booking, as specified in the Hire Details.

**Customer Associate:** a Customer employee, contractor, guest or other invitee who visits the School in connection with a Booking.

**Deposit:** the deposit which is payable to secure a Booking, as stated in the relevant Hire Details.

**DfE:** the Department for Education.

**Event:** the event or activity for which the Customer is hiring a Hired Area, as specified in the relevant Hire Details.

**GSAL:** GSAL Enterprises Ltd, a company incorporated and registered in England and Wales with company number 02314911 whose registered office is at Alwoodley Gates, Harrogate Road, Leeds LS17 8GS.

**Hire Details:** the details of a Booking as agreed between the parties in writing (for example, using GSAL's standard booking form).

**Hire Period:** the period of time on a specific date or date(s) for the hire of a Hired Area, as described in the relevant Hire Details, and to include any period of time to set up and clear the Hired Area.

**Hired Area:** the area(s) or room(s) within the School which are to be hired by the Customer, as specified in the relevant Hire Details.

**Ofsted:** the Office for Standards in Education, Children's Services and Skills.

**Registered Provider:** the legal entity that is registered with Ofsted and/or the DfE as the Registered Provider or Registered Person in respect of any Ofsted and/or DfE regulated service being delivered.

**School:** The Grammar School at Leeds, Alwoodley Gates, Harrogate Road, Leeds, LS17 8GS.

- 1.2 A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time. A reference to legislation or a legislative provision includes all subordinate legislation made from time to time under that legislative or legislative provision.
- 1.3 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.4 A reference to writing or written includes email.
- 1.5 If, in relation to a Booking, there is any conflict or ambiguity between these terms and conditions and the Hire Details, these terms and conditions shall have priority over the Hire Details.

## 2. **Bookings**

- 2.1 These terms and conditions apply to all Bookings after 14 February 2022 which are agreed between the Customer and GSAL from time to time for hire of any part of the School. These terms and conditions shall continue to apply to Bookings until they are superseded or replaced by GSAL.
- 2.2 A Contract in relation to a Booking shall come into effect only after:
  - (a) GSAL has confirmed in writing that it agrees to that Booking; and
  - (b) where a Deposit is payable, once the Customer has paid the Deposit to GSAL in cleared funds and in accordance with clause 6.1.

## 3. **Licence and use of Hired Areas**

- 3.1 Subject to clause 8 and payment by the Customer in accordance with clause 6, in relation to each Booking, GSAL grants the Customer a right for the Hire Period to enter and use:
  - (a) the Hired Area for the Event; and
  - (b) the following other parts of the School in connection with the Customer's permitted use of the Hired Area:
    - (i) the car parking areas, excluding any areas that are marked as reserved, and subject to any instructions or limitations that GSAL may communicate from time to time (for example, to park in a certain area only and/or to use a maximum number of spaces only);
    - (ii) toilets which are located near to the Hired Area;

- (iii) any changing, washing and shower facilities which GSAL agrees in writing as being available for the Customer and Customer Associates' use during the Hire Period for the relevant Booking; and
- (iv) entrances and accessways which the Customer and/or Customer Associates must use in order to gain access to the Hired Area,

in each case in accordance with the terms of the Contract.

3.2 The Customer acknowledges that:

- (a) the Customer shall have the right to enter and use the School as a licensee only and no relationship of a landlord and tenant is created between GSAL and Customer by any Contract; and
- (b) GSAL retains control, possession and management of the School and the Customer has no right to exclude GSAL from any Hired Area. GSAL reserves the right to enter the Hired Area at all times during the Hire Period.

3.3 In relation to each Booking, the Customer agrees and undertakes:

- (a) to obtain suitable insurance cover in respect of all risks which may be incurred by the Customer in connection with the Event;
- (b) not to use the School other than for the Event;
- (c) not to use any third party caterers or bring (or permit Customer Associates to bring) any food or drink (including alcoholic drinks but excluding soft drinks which Customer Associates may individually bring for their personal use) into the School without GSAL's prior written consent;
- (d) not to do or permit to be done anything on the School which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to GSAL or to any other customers of GSAL or persons at the School, or any owner or occupier of neighbouring property;
- (e) to ensure that Customer Associates behave in a responsible and safe manner at the Event, and GSAL reserves the right to remove or request that the Customer remove Customer Associates that do not do so from the School;
- (f) to comply with the terms of the Contract, all laws and regulations which apply to it in connection with the Event, and any GSAL instructions, policies or notices, and use reasonable efforts to ensure that all Customer Associates so comply;
- (g) not to cause or permit to be caused any damage to the School, including any furnishings, equipment or fixtures at the School;
- (h) not to smoke or permit smoking (including e-cigarettes) anywhere in the School;
- (i) not to fix any bolts, nails, tacks, screws, adhesives, tape or other such fixing devices to the walls or fabric of the School;

- (j) not to display any advertisement, signboards, flag, banner, placard, poster, signs or notices at the School without GSAL's prior written consent;
- (k) not to alter, move or interfere with any lighting, heating, power, cabling or other electrical fittings or appliances at the School, or install or use additional heating, power, cabling or other electronic fittings or appliances without GSAL's prior written consent;
- (l) to use any equipment provided by GSAL, as specified in the Hire Details, for its proper purpose and in accordance with any instructions provided by GSAL regarding its use;
- (m) to leave the School in a clean and tidy condition and to remove the Customer's decorations, displays and any other Customer equipment from the School at the end of the Hire Period;
- (n) to ensure that all Customer Associates leave the School by the end of the Hire Period;
- (o) not to bring or permit to be brought any animal onto the School without GSAL's prior written consent, with the exception of assistance dogs within the meaning of the Equality Act 2010; and
- (p) it shall provide information in relation to the Event if requested by GSAL.

3.4 Where a Hired Area is booked for more than one time slot as part of a single Booking:

- (a) the Hire Period shall include only the period of time on each day which is specified in the Hire Details, and shall not include any other time(s) between the beginning and end of the overall Hire Period; and
- (b) references in clause 3.3 to the end of the Hire Period shall be interpreted as referring to the end of each individual time slot that is part of the Hire Period, and not the end of the overall Hire Period.

3.5 The Customer shall indemnify GSAL in full and on demand in respect of:

- (a) all losses suffered by GSAL and the School as a result of damage to and/or loss or destruction of any part of the School and/or any equipment provided by GSAL which is caused by an act or omission of the Customer or any Customer Associate. Such losses may include repair, making good, redecoration, replacement and cleaning costs, and any loss of profit or business that GSAL suffers as a result of the relevant damage, loss and/or destruction; and
- (b) all claims, proceedings and demands brought by a third party against GSAL and/or the School and which arise out of or in connection with any Event and/or any breach of any Contract by the Customer, except to the extent such claims, proceedings or demands are caused by GSAL's breach of the relevant Contract or the negligent act or omission of GSAL or the School, their employees, agents or contractors.

#### 4. **Catering**

- 4.1 Where Catering has been agreed in relation to a Booking, GSAL will provide Catering in accordance with the Hire Details.
- 4.2 At least 7 days in advance of the date on which Catering is due to be provided, the Customer shall provide GSAL in writing with details of dietary requirements and food allergies (if any) that it wishes GSAL to accommodate. If GSAL is unable to cater for any particular dietary requirement or allergy which has been notified to it by the Customer, it shall notify the Customer in advance, and the Customer shall then be responsible for ensuring that Event attendees are aware.
- 4.3 GSAL shall not be liable to the Customer in the event of any injury suffered by any Customer Associate or any other loss or damage where the same arises as a result of any failure by the Customer to comply with clause 4.2.
- 4.4 If the Customer wishes to amend or cancel the Catering for a Booking, the Customer shall contact GSAL with details of the requested changes no less than 7 days in advance of the date on which the Catering is due to be provided. All changes and cancellations are subject to GSAL's prior written agreement. If any minor changes to Catering are requested in writing by the Customer less than 7 days in advance (for example, if hot drinks are required for 15 people instead of 10), GSAL will use reasonable endeavours to accommodate such changes but cannot guarantee that it will be able to do so.

#### 5. **Safeguarding**

- 5.1 The Customer shall maintain a register of all Customer Associates who use the Hired Area on each separate occasion that it is in use by the Customer.
- 5.2 The Customer shall ensure that any Customer Associate under the age of 18 years is supervised by the Customer at all times.
- 5.3 The Customer shall adhere to Safer Recruitment procedures and ensure that all adults who are left unsupervised at any time with any Customer Associate under the age of 18 years have undertaken an enhanced DBS check.
- 5.4 The Customer shall fully comply with relevant regulatory legislation and guidance at all times, including but not limited to the below (and any subsequent versions):
- (a) the Childcare Act 2006;
  - (b) the Safeguarding Vulnerable Groups Act 2006;
  - (c) the DfE's 'Statutory framework for the early years foundation stage' (March 2017);
  - (d) the DfE's 'Working together to safeguard children' (July 2018).

- 5.5 The Customer shall ensure that all policies required under relevant regulatory legislation and guidance, including those set out at clause 5.4 above, are in place, meet the required standards, and are implemented and followed by all Customer Associates.
- 5.6 The Customer shall make all required notifications and referrals to Ofsted, the police, the Local Authority, any medical service and/or any other external organisation without delay.
- 5.7 The Customer shall notify GSAL immediately of any serious or safeguarding incident requiring notification or referral to any external organisation under clause 5.6.
- 5.8 The Customer shall undertake risk assessments in respect of the Hired Area, shared areas and facilities as and when required to ensure that Customer Associates, particularly those under the age of 18 years, are not unreasonably exposed to risks.
- 5.9 The Customer shall work in partnership with GSAL to complete risk assessments if requested to do so.
- 5.10 If the Hired Area for a Booking is a swimming pool, the Customer shall be responsible for ensuring the safety of all Customer Associates in and around the swimming pool and (if required by law and/or the Customer's risk assessment) ensure that appropriately trained and qualified lifeguards are present during the Event. For the avoidance of doubt, GSAL shall not be responsible for providing any lifeguards in respect of the Event.
- 5.11 Where the Customer intends to use the Hired Area to undertake any activity which is regulated by and/or requires registration with Ofsted or any other relevant regulatory body, the Customer shall:
- (a) Ensure that full and appropriate registration with Ofsted and/or the relevant regulatory body is held by the Customer at all times;
  - (b) Ensure that the conditions and requirements of such regulatory registration are adhered to at all times;
  - (c) Notify GSAL promptly of any regulatory action taken by Ofsted and/or any other relevant regulatory body against the Customer or of any material change to the Customer's regulatory registration;
  - (d) Provide to GSAL a copy of any regulatory notice issued to the Customer by Ofsted and/or any other relevant regulatory body without delay.

## 6. **Charges and payment**

- 6.1 Where a Deposit is payable in respect of a Booking, the Customer shall pay the Deposit, within 14 days of GSAL's invoice or other written request for payment of the Deposit.

- 6.2 The Customer shall pay the Charges (less the Deposit, where applicable) for each Booking no later than 30 days after the Hire Period begins, or (if a different payment period is specified on the invoice) in accordance with the payment period specified on the invoice.
- 6.3 All amounts payable by the Customer exclude amounts in respect of value added tax (**VAT**), which the Customer shall additionally be liable to pay to GSAL at the prevailing rate (if applicable), subject to receipt of a valid VAT invoice.
- 6.4 If the Customer fails to make any payment due to GSAL under a Contract by the due date for payment, then, without limiting GSAL's remedies under the Contract, the Customer 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%.
- 6.5 All amounts due under a Contract 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).

## 7. **Liability**

- 7.1 The restrictions on liability in this clause 7 apply to every liability arising in connection with each Contract including liability in contract, tort (including negligence), misrepresentation, restitution, deliberate fault or otherwise.
- 7.2 Nothing in any Contract limits any liability which cannot legally be limited, including liability for:
- (a) death or personal injury caused by GSAL's negligence; and
  - (b) fraud or fraudulent misrepresentation.
- 7.3 Subject to clause 7.2, GSAL shall not be liable for:
- (a) the death of, or injury to, the Customer or any Customer Associate;
  - (b) damage or theft of any Customer or Customer Associate property or equipment;
  - (c) loss of profits, anticipated savings, sales, business, agreements or contracts which the Customer or any Customer Associate suffers in connection with a Booking;
  - (d) loss of or damage to goodwill which the Customer or any Customer Associate suffers in connection with a Booking; and
  - (e) indirect or consequential loss.
- 7.4 Subject to clauses 7.2 and 7.3, GSAL's total liability to the Customer in respect of each Contract shall not exceed the total amount paid or payable by the Customer to GSAL in respect of the relevant Booking.

**8. Cancellation**

8.1 GSAL may cancel a Booking with immediate effect by giving the Customer notice in writing if:

- (a) the Customer fails to pay any amount due under the Contract on the due date for payment;
- (b) the Customer commits a material breach of any term of the Contract;
- (c) the Customer wishes to change the nature of the Event without GSAL's agreement, or it becomes apparent to GSAL that the nature of the Event is different to that specified in the Hire Details or that any information provided by the Customer about the Event is materially inaccurate;
- (d) the Customer or any Customer Associate commits any act or omission which GSAL considers likely to adversely affect or bring into disrepute (either already or in the future) the image or reputation of GSAL and/or the School;
- (e) the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- (f) the Customer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy; or
- (g) the Customer is unable to perform its obligations in connection with the Contract pursuant to clause 9.2.

8.2 The Customer may cancel a Booking by notice in writing to GSAL, subject to payment of the following cancellation fee which the Customer shall pay (if not already paid) to GSAL within 14 days of a written request to do so by GSAL:

<b>Cancellation date</b>	<b>Cancellation fee</b>
More than 14 days before the start of the Hire Period	The Deposit
Less than 14 days before the start of the Hire Period	All Charges payable for the Booking

8.3 Where the Hire Period for a Booking covers several time slots which are spread over one or more days (for example, the Hire Period is every Monday between 3 and 4pm for a specified six week period) and the Customer wishes to cancel:

- (a) part of the Booking only (for example, one of the Monday slots), the total Charges which are applicable during the entire Hire Period for the Booking remain payable in full. However, if contacted by the Customer a reasonable time in advance, GSAL may (at its discretion) allow the Customer to use the relevant Hired Area (or another appropriate area within the School) at another time, subject to availability, or allocate a credit to the Customer in respect of the cancelled part of the Booking, for use against a future booking; or
- (b) the entire Booking, clause 8.2 shall apply. Where less than 14 days' notice is given before the start of the Hire Period, the cancellation fee shall be equivalent to the total Charges which are applicable during the entire Hire Period for the Booking.

8.4 On completion or cancellation of a Contract for whatever reason, any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after completion or cancellation shall remain in full force and effect. Completion or cancellation of the Contract shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of completion or cancellation, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of completion or cancellation.

## 9. **General**

9.1 **Data protection.** Each party shall, at its own expense, ensure that it complies with and assists the other party to comply with the requirements of all applicable data protection and privacy legislation in force from time to time in the UK.

9.2 **Force majeure.** Neither party shall be in breach of any Contract nor liable for delay in performing, or failure to perform, any of its obligations under any Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

9.3 **Assignment and other dealings.** The Customer shall not assign, transfer, charge, subcontract or deal in any other manner with any or all of its rights and obligations under any Contract without GSAL's prior written consent. GSAL may at any time assign, transfer, charge, subcontract or deal in any other manner with any or all of its rights under any Contract.

9.4 **Confidentiality.** The Customer shall not disclose to any person any confidential information concerning the School or GSAL's business, affairs, customers or suppliers, except as may be required by law or where reasonably necessary, to the Customer's employees, officers, representatives, subcontractors and professional advisors subject to compliance by those persons with confidentiality provisions equivalent to those in this clause 9.4.

9.5 **Entire agreement.** Each Contract constitutes the entire agreement between the parties with respect to its subject matter, and supersedes and extinguishes any prior draft, agreement,

undertaking, understanding, promise or condition, whether oral or written, express or implied between the parties relating to its subject matter.

- 9.6 **Variation.** No variation of a Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 9.7 **Waiver.** No waiver of any breach of the Contract will constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other breaches hereof. No waiver will be effective unless made in writing and signed by an authorized representative of the waiving party.
- 9.8 **Severance.** If any provision or part-provision of a Contract is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of any other provision of the Contract shall not be affected.
- 9.9 **Notices.** Notices in relation to each Booking must only be given by email or delivered by pre-paid first class post and shall be sent to the other party's email address (as specified in the Hire Details) or registered address. Notices shall be deemed received: (i) in the case of email notices, at the time of transmission of the email, unless sent after 17.00 in the place of receipt in which case the notice shall be deemed to have been received on the next business day in the place of receipt; or (ii) in the case of postal notices, at 9.00am on the second business day after posting. This clause 9.9 does not apply to notices given in legal proceedings or arbitration.
- 9.10 **Third party rights.** No one other than a party to each Contract shall have any right to enforce any of its provisions.
- 9.11 **Governing law and jurisdiction.** Each Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with the law of England and Wales, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.