



Edu-Lettings

School Facility Hire

Edu-Lettings Hire of Premises

Terms & Conditions

1 Terms

‘EDU Lettings’ means EDU Lettings (UK) Limited a company incorporated and registered in England and Wales with company number 12789267 whose registered office is at 1st Floor, Bayley House, St Georges Square, BL1 2HB (**the Lettings Operator**).

‘Hirer’ refers to the group/person identified as name of hirer in the hire agreement.

‘Hire Period’ refers only to those days, dates and times outlined in the hire agreement.

‘Premises’ refers to the accommodation hired, as set out in the hire agreement, at the venue designated on the booking invoice.

2 Accuracy Of Booking

You warrant that the information and details given upon booking is correct, accurate and contains no errors or omissions. EDU lettings reserve the right to cancel this agreement without having to refund any costs incurred by you (including any deposit or damage deposit) if you are in breach of this warranty. All hire agreements are valid for a maximum of one calendar year in line with the academic calendar.

3 Fees

- 3.1 The hirer agrees to pay to EDU Lettings the fee stated in the booking.
- 3.2 The hirer shall be liable for and must plan for the payment of, any tax or royalties chargeable in respect of the purposes for which the premises hired is booked by the hirer.
- 3.3 All hire invoices issued by us to you, must be paid prior to the 23rd of the month for the upcoming months usage. In the event of a one-off booking, this must be paid within 28 days of booking or 7 days prior to your booking, whichever comes sooner. If you fail to settle the invoice in full within this period, you will pay interest on the overdue amount at the rate set out in the late payment of commercial debts regulations 2013 and your hire may be terminated.
- 3.4 All bookings will be in line with HMRC guidelines on the provision of community lettings under clause 17.
- 3.5 If the premises is not vacated on time, EDU lettings will charge any additional fees at the minimum charge of 30 mins of facility rate.
- 3.6 All payments to be paid in line with the payment schedule available on the booking. Failure to make payments in line with the schedule may result in termination of the booking or full booking value becoming due to continue with the booking.
- 3.7 The hirer is responsible for leaving the facility and any other part of the building or grounds in which the premises is contained in a clean and tidy condition. You must ensure that the premises is returned to the condition in which you found it on arrival at the premises. If you fail to do this, we reserve the right to make an additional charge for damages, cleaning or any extra time spent ensuring the premises is as it was at the start of the booking.

4 Use

- 4.1 The hirer shall not use the premises for any purpose other than as specified when making the booking.
- 4.2 The number of persons using the premises hired shall not exceed the number authorised by EDU Lettings.
- 4.3 The hirer shall only be permitted access to the facility during the hire period specified in the booking.
- 4.4 The hirer shall not cause or permit any animals to be brought into or onto the premises except with the specific prior consent in writing of EDU Lettings and subject to such conditions as may be required.
- 4.5 The hirer shall be responsible for obtaining all licences and for completing any returns that may be required by the Performing Rights Society, Phonographic Performance Limited, The Copyright Licensing Agency Limited and all other bodies in connection with the hiring of the venue for your specific use. You indemnify us and the owner(s) of the venue against the consequences of your failure to do so.



5 Safeguarding & Child Protection

- 5.1 EDU Lettings comply with the latest standards set out in the DFE guidance document - KCSIE (Keeping Children Safe in Education). The hirer undertakes to comply with EDU Lettings reasonable regulations, procedures, guidance, and requirements. Including those relating to safeguarding, health and safety and to :
 - 5.1.1 Safeguard and promote the welfare, including proper supervision, of all the children or young people with whom EDU Lettings and/or the hirer engages.
 - 5.1.2 Ensure that all individuals engaged in connection with the hirer in the use of the Premises have undergone safeguarding training, are subject to a valid enhanced disclosure check undertaken through the Disclosure and Barring Service including a check against the adults' barred list or the children's barred list, as appropriate.
 - 5.1.3 Monitor the level and validity of the checks under clause 5.1.2 for everyone engaged in connection with the hirer in the use of the premises.
 - 5.1.4 Immediately provide EDU Lettings with any information that it requests to enable it to be satisfied that the obligations of this clause 5.1 have been met.
 - 5.1.5 Not employ or, in connection with the use of the premises, engage with any person who is, or who the hirer has reason to believe is, barred from or would not be suitable to be engaged in connection with the permitted use or who may otherwise present a risk to children.
 - 5.1.6 Immediately refer information about any person engaged in connection with the use of the premises to the Disclosure and Barring Service where it removes permission for such person to be engaged in connection with the use of the premises (or would have, if such person had not otherwise ceased to be engaged in connection with the use of the premises) because, in its opinion, such person has harmed or poses a risk of harm to children, and immediately inform EDU Lettings of such removal; and
 - 5.1.7 Ensure that suitable first aid provision (including a suitably trained person) is always available at the premises.
- 5.2 EDU Lettings specifically reserves the right to terminate this agreement with immediate effect if the hirer does not have in force the appropriate arrangements with regards to the safeguarding of individuals in their care. The hire agreement includes a safeguarding declaration which must be electronically agreed by the hirer prior to booking acceptance.
- 5.3 The hirer agrees to be responsible for ensuring the proper supervision and safeguarding of all its invitees and customers during the hirer's use of the premises.
- 5.4 Photography and Videography is only permitted with written consent from EDU Lettings. The hirer must request permission at least seven (7) days prior to the booking and consent is granted on the following basis :
 - 5.4.1 Children under eighteen (18) are only to be included in photography with written consent from parents / guardians. If the photography is to be shared online or in social media, the permission must expressly confirm this. This permission is to be retained by the hirer and produced to EDU Lettings upon request.
 - 5.4.2 Not include use of the venue name, address, and branding without written approval from the venue and EDU Lettings.





6 Health and Safety Conditions

- 6.1 For the duration of the period of hire the hirer must ensure the following:
- 6.1.1 That all due diligence is taken, and proper standards are met in relation to the health and safety of your bookings. The hirer may be requested to supply an activity risk assessment for their booking.
 - 6.1.2 Normal emergency procedures are followed.
 - 6.1.3 A first aid kit is provided. EDU Lettings do not hold any first aid provision during the hire.
 - 6.1.4 No equipment on the premises is used without prior written consent from EDU Lettings.
 - 6.1.5 Familiarity with emergency equipment, such as fire extinguishers, alarms, mobile telephone and first aid facilities.
 - 6.1.6 An emergency evacuation procedure is established. This will detail who will be responsible for taking control, calling emergency services and where to assemble. Consideration must be given to the needs of disabled participants. Evacuation practice must be undertaken on an annual basis.
 - 6.1.7 Facilities and equipment (if made available) are used in a responsible manner, an orderly way and for the purposes for which they are hired and do not compromise the safety of the hirer and/or their clients, EDU Lettings, or the equipment.
 - 6.1.8 Alcohol is not consumed or sold on the premises.
 - 6.1.9 Smoking (Including the use of E-Cigarettes) is not permitted on or on any part of the premises.
 - 6.1.10 Dogs are not permitted on any of our venues without express written permission. Assistance dogs are permitted if always wearing an identifiable assistance dog vest.
 - 6.1.11 Emergency exits, fire extinguishers and alarm points are not obstructed.
 - 6.1.12 Adequate walkways are available to allow free and easy access and egress.
 - 6.1.13 No gas cylinders or canisters are used inside the premises.
 - 6.1.14 Combustible materials are not placed adjacent to heat sources.
 - 6.1.15 Equipment is used for the purpose for which it was designed.
 - 6.1.16 Electrical equipment brought to the venue by the hirer, must be either PAT tested or a receipt of purchase within the last 12 months and complies with the applicable British standards.
 - 6.1.17 Flammable or hazardous substances are not permitted on the premises.
 - 6.1.18 No open fires, candles or unauthorised electrical equipment will be used on the premises; and
 - 6.1.19 Noise levels must always be contained to a reasonable level.
- 6.2 Furniture, instruments, or equipment belonging to the hirer must not be left or stored on the premises unless this has been agreed with EDU Lettings in advance and can be stored safely.
- 6.3 The premises must be vacated on time at the end of the hire period and left in a clean and tidy condition.

7 Food & Drink

- 7.1 All our schools are nut free zones, if you have specified on the booking options that you will be preparing, serving, or selling food and/or drinks at the venue, you must observe all relevant food and hygiene laws and regulations.
- 7.2 Food & Drink sales at the venue must be approved at least 7 days in advance of the booking.

8 Venue Security

- 8.1.1 EDU Lettings will organise for the venue to be opened and locked after your specific event. You agree to notify us as soon as you become aware that your specific event may, or will, start later or end earlier than specified on your booking receipt.
- 8.1.2 You must ensure that adequate supervision is always available and ensure that no unauthorised persons are permitted to enter the Venue. You must adhere to all security and fire precaution measures of the venue. If a fire is identified it is your responsibility to alert all relevant emergency services and us immediately, and to evacuate the venue immediately in accordance with the venue's policies.
- 8.1.3 The hirer agrees to be responsible and accountable for all group members throughout the hire period, this includes first aid, fire evacuations, behaviour and conduct around the facility.
- 8.1.4 EDU Lettings employees are authorised to refuse any person entry to the venue and to require them to leave.
- 8.1.5 No suppliers of goods or services may enter the school without prior approval from EDU Lettings.



9 Insurance, Liability, and Indemnity

- 9.1 The hirer agrees to confirm if they are part of an organised club, affiliated organisation, committee, team, community group or a commercial hirer as part of their booking process.
- 9.2 All organised clubs, affiliated organisations, committees, teams, community groups or commercial hirers must take out their own public liability insurance policy with a minimum level of cover of £1 million to cover its use of the premises, and any other insurance that EDU Lettings considers necessary. Copies of such insurance documents must be provided to EDU Lettings prior to the first use of the premises.
- 9.3 The hirer agrees and undertakes to indemnify EDU Lettings and keep EDU Lettings indemnified against all losses, claims, demands, actions, proceedings, damages, costs, expenses, or other liability in any way arising from this hire agreement.
- 9.4 Casual users are defined as groups that are not part of any organised clubs, committees, affiliated organisations, teams, community groups or any commercial organisation. The casual user exemption to insurance can only be used for recreational activities.
- 9.5 Casual users will not be required to provide their own public liability insurance at point of booking, however, will be a charged a surcharge based on a % charge of the booking. Casual users are bound by all other terms and conditions of this agreement.
- 9.6 The hirer agrees to complete the client signing in sheet on arrival to the facility, accepting the relevant terms and conditions of hire and notices provided.
- 9.7 EDU Lettings gives no warranty that the premises possesses the necessary consents for the use specified in the hire agreement.
- 9.8 EDU Lettings gives no warranty that the premises are physically fit for the use specified in the hire agreement.
- 9.9 EDU Lettings is not liable for:
 - 9.9.1 The death of, or injury to the hirer, its employees, customers, or invitees to the premises.
 - 9.9.2 Damage to any property of the hirer or that of the hirer's employees, customers, or other invitees to the premises.
 - 9.9.3 Any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the hirer or the hirer's employees, customers, or other invitees to the premises.
- 9.10 Nothing in clause 9.5 shall limit or exclude EDU Lettings' liability for:
 - 9.10.1 Death or personal injury or damage to the premises caused by negligence on the part of EDU Lettings or its employees or agents.
 - 9.10.2 Any matter in respect of which it would be unlawful for EDU Lettings to exclude or restrict liability.

10 Damage to Property

- 10.1
- The hirer undertakes either to make good or to reimburse EDU Lettings for the cost of making good (as EDU Lettings directs) any damage to the premises caused by the hirer, their staff, visitors or clients and the hirer indemnifies EDU Lettings for all damage and loss suffered because of the hiring.
- 10.2
- If the premises hired are left in a state which requires additional cleaning above that normally expected, the hirer may be subject to an additional charge.
- 10.3
- Activation of the venue fire alarms under malicious or false circumstances will incur charges set down by the venue. These will vary depending on the charges applied by Venue staff, Contractor involvement and any charges applied by local fire services.
- 10.4
- Any damage, additional cleaning required, malicious use or additional charges received will incur a charge for administration. This administration charge will be at least £100+VAT for each incident and must be paid before any further usage of the facilities will be permitted.
- 10.5
- The below table shows a breakdown of the minimum charges which will be applied in the event of damage, additional cleaning, overstaying booking times, fire alarm activation and any other break of the hirer terms and conditions. The minimum charge that will be applied is the admin fee and further charges as detailed below may be charged in addition.

	Charge	When Charged
Admin Fee	£100 + VAT	On all occasions where a breach of T+C's has occurred
Additional Cleaning	£50 + VAT (Per Hour)	When a facility has not been left as found
Overstaying booking times	£50 + VAT (Per Hour)	When a facility was not vacated at the end of the booking period
Fire Alarm malicious activation	£250 + VAT	On all occasions where a fire alarm is activated by client neglect or deliberate misuse

11 Unavailability of Premises by Edu-Lettings

- 11.1
- EDU Lettings may give verbal or written notice to the hirer at any time that the premises are temporarily unavailable in the following instances:
- 11.1.1
- Where the premises are closed for any reason.
- 11.1.2
- Where the premises are in EDU Lettings' opinion unsafe to be used by the hirer.
- 11.1.3
- Where there are emergency circumstances which require the use by the school of the premises.
- 11.2
- When facilities are deemed unsafe by EDU Lettings due to adverse weather conditions, EDU Lettings will follow the guidance in the adverse weather policy which may include cancelling bookings at short notice.
- 11.2.1
- Facilities may be deemed unsafe by the venue and closed by the venue management.
- 11.2.2
- Facilities may be deemed unsafe by on site EDU Lettings team members.
- 11.3
- If you arrive on site and you perceive the facility to be unsafe for any reason, this must be raised with the onsite team at the time and our central team must be contacted on 03331 02 03 03. No claims for unused sessions will be agreed if we are informed after the booking finish time.
- 11.4
- Bookings cancelled due to adverse weather by EDU Lettings will be eligible for one of the following actions to be decided by the hirer.
- 11.4.1
- Reschedule the session planned to the end of the block booking -See section 16 for types of bookings.
- 11.4.2
- Any bookings adjusted must be completed within the same academic year as the cancellation. (Ending 31st August)
- 11.4.3
- | Number of Weekly Sessions booked on one invoice | Option to Reschedule to alternative date | % Refund | % Charge for alternative date | Full Refund |
|---|--|----------|-------------------------------|-------------|
| One off session | Yes | None | None | No |
| (2-11) | Yes | 50 | 50 | No |
| (12-24) | Yes | 50 | 50 | No |
| (25-39) | Yes | 50 | 50 | No |
| (40+) | N/A | 100 | N/A | Yes |
- 11.5
- EDU Lettings may give verbal or written notice of a decision to suspend or terminate the bookings of hirers at any point in the hire period. Suspension or termination of booking may be required on the following grounds:
- 11.5.1
- Where the premises are closed for any reason.
- 11.5.2
- Where the premises are in EDU Lettings' opinion unsafe to be used by the hirer.
- 11.5.3
- Where there have been allegations of aggressive, improper, or challenging behaviour from the hirer or any of their group members.
- 11.5.4
- Any reported usage of the facility that is deemed as unsafe or out of keeping with the values of the venue or EDU Lettings.
- 11.5.5
- Any conduct that is likely to bring the venue or EDU Lettings into disrepute.



11.5.6 The contract between EDU Lettings and the venue being terminated.

11.6 In the event of cancellation by EDU Lettings. EDU Lettings will not be liable for any other costs associated with

11.6.1 Loss of revenue

11.6.2 Loss of reputation

11.6.3 Any costs incurred by the hirer in the organisation or planning of the booking.

12 Nuisance

12.1 The hirer must not (and must ensure that any person entering the premises during the hire period does not) cause any nuisance or disturbance to EDU Lettings or neighbours

13 Additions & Alterations

13.1 The hirer will make no alterations or additions to the premises, including change or removal of furniture or the installation or removal of any fixings and fittings.

13.2 The hirer shall not treat or apply any substance whatsoever to the floor or any part of the floor of the premises.

14 Assignment & Sub-Hiring

This hire agreement is personal to the hirer and the hirer must not assign or sub-hire the whole or any part of the premises or allow any third party to occupy them unless agreed with EDU Lettings.

15 Change of Contact Person

The hirer agrees to notify EDU Lettings in advance if the contact person is to change and to change the name of the new contact person on the online booking platform. If the transfer of contact person does not correspond with a renewal of hire agreement, the new contact person will be required to agree in writing that they demonstrate they agree to these terms and conditions.





16 Termination and Notices

- 16.1 Types of bookings:
- One Off Clients (OOC) – These are clients who book between 1-11 consecutive weekly sessions.
 - Short Term Block Bookings (SBB) – These are clients who book between 12-24 consecutive weekly sessions.
 - Long Term Block Bookings (LBB) – These are clients who book between 25 – 39 consecutive weekly sessions...
 - All Year-Round Clients (AYR) – These are clients who book between 40 – 52 consecutive weekly sessions.
- 16.2 Notice Periods:
- OOC – These bookings cannot be cancelled, amended, or changed.
 - SBB – These bookings are eligible for up to 2 sessions to be rescheduled to the end of the booking period.
 - LBB – These bookings are eligible for up to 2 sessions to be either rescheduled to the end of the booking period or can be cancelled.
 - AYR – These bookings are eligible for up to 4 sessions to be cancelled or rescheduled to the end of the booking period and the whole booking can be terminated by providing 4 weeks written notice after the first 10 consecutive sessions have been completed.
- 16.3 Consecutive sessions cannot be cancelled.
- 16.4 EDU Lettings must be notified seven (7) days prior to rescheduling or cancelling sessions that are in line with agreement in 16.2.
- | Number of weekly sessions booked on one invoice | Option to Cancel Sessions | | Option to Amend Sessions | Option to Cancel Remainder of booking |
|---|---------------------------|----|--------------------------|--|
| (0-11) | No | | No | No |
| (12-24) | No | | 2 per booking | No |
| (25-39) | 2 per booking | or | 2 per booking | No |
| (40+) | 4 per booking | or | 4 per booking | 4 Weeks written notice with 10 sessions completed. |
- 16.5 4 weeks’ notice is required to reduce the booking value by greater than 10% of its original value.
- 16.6 Sessions that form part of the notice period cannot be cancelled.

Any termination or notice given may result in additional charges due to different VAT treatment under Clause 16, after the date of the hire of the venue, we reserve the right to raise a further invoice to the hirer for any additional VAT payment due, such invoice to be payable within seven (7) days of the date of the invoice. At the discretion of EDU Lettings this could be offset against any other payments received from the hirer.

17 VAT

- 17.1 In line with HMRC guidelines on the provision of community lettings, EDU Lettings would like to draw attention to the following VAT key points that must apply to your bookings before an exception is given for any related sport/ activity bookings or space.
- Bookings must be for a minimum of 10 sessions over at least 10 weeks.
 - Bookings must be on one invoice, generated in full at time of booking
 - Bookings must not have a gap of greater than 14 days at any point
 - Bookings must be for the same facility (A different pitch or court is acceptable) and the same venue.
- 17.2 EDU Lettings venues vary, and some will always incur VAT charges due to the unique tax treatment that applies to those venues. In this case, VAT will apply to all bookings, irrespective if the above terms are met, EDU lettings will communicate this upon booking.

18 Deposits

- 18.1 If a deposit is requested prior to a booking. An Invoice will be generated in advance and must be paid 14 days prior to the booking. Any deposit payment not received will result in the termination of the booking.
- 18.2 The hirer accepts responsibility for all users within their booking and the deposit can be retained for damage, loss to the venue or facility by any group member.
- 18.3 Any loss, damage, additional cleaning, or time spent in a facility over the hire period will be removed from the deposit. Any funds left after losses will be refunded by BACS to the hirer within 14 days.

19 Swimming Pool

- 19.1 The hirer is responsible for having adequate public liability insurance suitable for their activity. A copy of the certificate must be uploaded at point of bookings.
- 19.2 Hirers must ensure that no person wearing outdoor footwear enters the pool area and no items that have had outside contact, including but not limited to prams, are allowed into the pool area.
- 19.3 The hirer will be provided a copy of the PSOP and current site risk assessment for the facility and must complete their own risk assessment for their activity. Which must have suitable and sufficient control measures in place for any risk identified in Edu Lettings Risk Assessment, The Pool's PSOP and the hirers risk assessment. This must be available and uploaded prior to bookings being agreed.
- 19.4 The hirer will ensure suitably trained individuals hold relevant qualifications such as The National Pool Lifeguarding Qualification (NPLQ) or National Rescue Aware for Teachers and Coaches (NRASTC) or equivalent. This must be available and uploaded prior to bookings being agreed.
- 19.5 Groups such as Sub Aqua, canoeing, or similar may utilize the existing rescue qualifications approved by their governing bodies such as BCU Canoeing rescue award or BSAC Lifesaver Award. Your use of these qualifications is to be addressed in your risk assessment.

- 19.6 Training and CPD of all qualifications are the responsibility of the hirer and standards identified in your risk assessment must be made available upon request by Edu Lettings.
- 19.7 Lifesaving equipment present and available to you with your hirer is to be checked for suitability prior to the start of each booking. Lifesaving equipment must not be moved from its defined location in the PSOP unless being used for emergency lifesaving intervention.
- 19.8 EDU Lettings staff and management conduct Swimming Pool Safety Spot Checks on all pool clients at random. Names of staff supervising the pool will be checked against the document manager on your EDU Lettings account. You must ensure that all staff supervising the pool always have a valid NPLQ or NRASTC or equivalent on the document manager. If a session is found to be running without a copy on the document manager, it will be stopped and no refund for loss of session provided.

20 Other

- 20.1 EDU Lettings may vary the terms and conditions of this hire agreement by giving the hirer 7 days' notice in writing of the variation.
- 20.2 The hirer must comply with any regulations and rules that EDU Lettings makes and notifies to the hirer from time to time governing the hirer's use of the Premises.
- 20.3 No illegal, indecent or immoral activity is permitted, and no betting, gambling, or gaming is permitted on the premises.
- 20.4 No sale of goods unless otherwise agreed, you must not use the premises for any auction sale, trade, business, or manufacture of goods.
- 20.5 The licence granted under this hire agreement is not intended to create the relationship of landlord and tenant.
- 20.6 A person who is not a party to this hire agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this hire agreement.
- 20.7 All bookings are accepted in line with our Vetting Policy and a booking request is not a guarantee of acceptance until confirmed by EDU Lettings.

