



# Knights Enham Schools

King Arthurs Way, Andover, SP10 4BS

**T (Juniors):** 01264 394777 / **(Infants):** 01264 352151

**E:** [adminoffice@knightsenham-jun.hants.sch.uk](mailto:adminoffice@knightsenham-jun.hants.sch.uk)

**E:** [adminoffice@knightsenham-inf.hants.sch.uk](mailto:adminoffice@knightsenham-inf.hants.sch.uk)

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**Headteacher: Mr D Whitehouse BA(Hons)**

## Terms and Conditions for Facilities Hiring

### 1. Contract Terms

1.1 We agree to hire out the School facility to you on the following terms. These terms, together with the Booking Process, constitute a contract between you and us (“Agreement”) and must be read together with any other documents or policies explicitly referred to in these terms. Any other terms contained in any other document are excluded unless their inclusion is expressly agreed in writing.

1.2 In these terms:

1.2.1. “we” and “us” means Knights Enham Junior School

1.2.2. the “Booking Process” means the details you submitted on your booking form when you booked a space with us, or any amendments you later made to your booking in writing; and

1.2.3. the “School Facility” means the spaces within our site that you have specified in the Booking Process and that we have agreed to hire out to you.

### 2. Accuracy of the Booking Process

You warrant that the information contained in the Booking Process is correct, accurate and contains no errors or omissions. We 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.

### 3. Cost of Hire

3.1. You shall pay to us the cost of hire as stated in the Booking Process.

3.2. All invoices issued by us will be sent prior to the facilities being used and payment should be made in full prior to the booking date. Booking is not confirmed until payment is received in full.

### 4. Use of School

4.1. For the avoidance of doubt, you are being granted a non-exclusive, revocable licence to use the School Facility as specified in the Booking Process, for the duration specified in the Booking Process and this shall in no way be construed as a grant of a lease to you.



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4.2. It is your responsibility to ensure that the School Facility is suitable for your intended use. If you have any booking requirements which you think may affect the suitability of your use of the School Facility you should discuss these with us before confirming the booking.

4.3. You shall not use the School Facility for any other purpose other than that described in the Booking Process. You shall not sub-hire or use the School Facility or allow the School Facility to be used for any unlawful purpose or in any unlawful way, nor do anything or bring anything into the School Facility which may endanger the same or render invalid any insurance policies of the School Facility.

4.4 You shall not allow the consumption of alcohol at the School Facility without our prior written permission. If you are permitted alcohol by us at the School Facility, you are responsible for complying with all licensing laws.

4.5. Smoking (including the use of e-cigarettes) is absolutely prohibited at the School Facility. You must ensure that you and all other attendees do not smoke or use e-cigarettes in the School Facility or in any other part of the building or grounds in which the School Facility is located.

4.6. Neither you, nor your attendees are permitted to use any equipment at the School Facility, unless otherwise agreed in writing. If you fail to comply with this provision, we reserve the right to make an extra charge and you will be liable in full for any damage to the equipment.

4.7. If either you or your attendees move any equipment you find at the School Facility, you must return such equipment to its original position before leaving the School Facility. If you fail to comply with this provision, we reserve the right to make an extra charge and you will be liable for any damage to the equipment, and for any injury to either you or your attendees, in full.

4.8. You shall ensure that any equipment you bring to the School Facility to use at the School Facility (including but not limited to sports equipment, catering equipment and electrical equipment) are safe and in good working order, subject to a visual safety check, and are used in a safe manner. If equipment is over 12 months old you shall PAT test it and provide evidence to School Space of this.

4.9. You shall not use any naked flames, gas cylinders or canisters, nor place any combustible materials adjacent to heat sources. Barbecues may not be used on site without prior and written consent from School Space.

4.10. You must not make excessive noise whilst at the School Facility.

## 5. School Facility Security

5.1. We will make arrangements for the School Facility to be opened before and closed after your specific event. You agree to notify us with at least 7 days' notice that your specific event may, or will, start later or end earlier than specified when making the booking.



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5.2. You must ensure that adequate supervision is available at all times and ensure that no unauthorised persons are permitted to enter the School Facility. You must adhere to all security and fire precaution measures of the School Facility. If a fire is identified it is your responsibility to alert all relevant emergency services and us immediately, and to evacuate the School Facility immediately in accordance with the School Facility's policies.

## 6. Alterations

You must not make any alterations to the School Facility or any other part of the building or grounds in which the School Facility is contained without our prior written consent. This includes screwing or nailing anything to any part of the School Facility, and fixing or taping anything to the floor of the School Facility.

## 7. Licences

You 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 School Facility for your specific use. You indemnify us and the owner(s) of the School Facility against the consequences of your failure to do so.

## 8. Insurance

You must have adequate Public Liability Insurance in place for use of the School Facility and you must produce up to date evidence of such insurance to us when requested by us. You must ensure that you have informed your Insurer that you are hiring a school facility.

If we consent to the storage of your goods or property at a School Facility, you must have and maintain adequate, fully comprehensive and all risks insurance cover in relation to your goods and property and you must notify your insurer that your goods and property are being stored at a School Facility.

## 9. Health and Safety

During your booking, You are responsible for your own and your attendees Health and Safety. You must comply with all relevant Health and Safety Regulations, including having assessed the risk of your activities appropriately and having in place an appropriate evacuation plan.



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## 10. First Aid

You must provide your own trained first aid cover, suitable and sufficient to the number and age of attendees. Access to a telephone within the School Facility is restricted. In the event of an emergency it is your responsibility to have in your possession a working, fully charged mobile phone to contact emergency services, next of kin or any other relevant persons or body.

## 11. Sale of Goods

11.1. Unless otherwise agreed, you must not use the School Facility for any auction sale, trade, business or manufacture of goods.

11.2. You must not use the School Facility for any illegal or immoral act or purpose.

11.3. We reserve the right to cancel this Agreement with immediate effect where such use is taking or is intended to take place without having to refund any costs incurred by you, to you (including any deposit or damage deposit).

## 12. Gaming, Betting and Lotteries

You shall ensure that nothing is done at or in relation to the School Facility in contravention of the law relating to gaming, betting and lotteries.

## 13. Promotional Materials

13.1. You are responsible for all publicity and promotion of your event at the School Facility.

13.2. Promotional Materials must not include promotion of alcohol, smoking or gambling.

13.3. You must not use our name or logos, or those of the School Facility (or any affiliated organisation), in any promotional material relating to your event without our prior written permission (which may be conditional upon us approving the material in question before you use it).

13.4. Your hiring of the School Facility does not constitute an endorsement by us or the School Facility of either you or the subject matter of your reason for hire of the School Facility.

## 14. Food and Drink

14.1. All our schools are nut free zones. Therefore, neither you nor your attendees can bring nuts to the School Facility.



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14.2 You must not prepare, sell or serve hot food or drinks at the School Facility, except with express permission in writing from us. If you have this permission, you must observe all relevant food and hygiene laws and regulations.

14.3. You must ensure that any leftover food and/or drinks and/or crockery and/or rubbish is removed from the School Facility and the School Facility is returned to the condition in which you found it on arrival. If you have specified in the Booking Process that you will be using your own caterers at the School Facility during the event, you must ensure that the caterers comply with all relevant food and hygiene laws and regulations.

## 15. Safeguarding

You shall ensure that you have adequate and up to date safeguarding policies and procedures in place. You must ensure that you abide by the Keeping Children Safe in out-of-school settings Guidance, found at: <https://www.gov.uk/government/collections/keeping-children-safe-in-out-of-school-settings>, and [School Space's Safeguarding Policy](#). If your booking attendees include children and/or vulnerable adults, you must ensure adequate supervision of these children and vulnerable adults at the School Facility. Your policies and procedures must be robust and take into account usage of the School Facility by other bookings with adult attendees. You must also ensure that you and any and all other persons likely to have contact with the children and vulnerable adults during your booking have obtained enhanced Disclosure and Barring Service checks, and all other necessary checks and training, prior to your usage of the School Facility. If you do not, we may terminate your booking with immediate effect.

## 16. Prevent Duty

You shall not use the School Facility for any purpose or event which does not uphold fundamental British Values, as defined within the Counter-Terrorism and Security Act 2015.

## 17. Animals

You shall not allow any animals, other than guide dogs (with prior notification), to be brought into the School Facility without prior written consent from us.

## 18. End of Hire

18.1. You shall ensure that the School Facility is vacated at the time specified in the Booking Process. If you or any of your guests or attendees have not vacated the School Facility or any other part of the building or grounds in which the School Facility is contained, we reserve the right to make an additional charge.



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18.2. You are responsible for leaving the School Facility and any other part of the building or grounds in which the School Facility is contained in a clean and tidy condition. You must ensure that the School Facility is returned to the condition in which you found it on arrival at the School Facility. If you fail to do this, we reserve the right to make an additional charge.

## 19. Termination

19.1. If applicable and without prejudice to clauses 19.2 and 19.3 below, this Agreement may be terminated in accordance with our cancellation policy.

19.2. For the avoidance of doubt, we retain the right, in our absolute discretion, to refuse or cancel a booking at any time if the reason for hire or subject matter to be discussed or promoted at the event is something to which we or the owner of the School Facility itself would, or does, reasonably object to.

19.3. Either of us can terminate this Agreement if the other is the subject of a bankruptcy order (or the equivalent in any other jurisdiction) or the other becomes insolvent or makes any arrangement or composition with, or an assignment for the benefit of, its creditors or if any of its assets are the subject of any form of seizure. If either of us is a company, the other can terminate this Agreement if the company goes into liquidation, either voluntary or compulsory, or if a receiver or administrative receiver or administrator is appointed.

## 20. Liability

20.1. During the period of hire (and during any period when your goods or property are stored at a School Facility), you shall be responsible for all damages (including accidental damage), losses (including consequential losses), claims and costs arising out of your use of the School Facility or the storage of goods and property at a School Facility (if applicable) and you shall indemnify us and the owner(s) of the School Facility from and against any damage (including accidental damage), expense, liability, loss suffered by the owner or us (including consequential loss), any claim or proceedings arising out of the course of or caused as a result of the hiring of the School Facility, such storage of goods or property or a breach of the terms of hire. For the avoidance of doubt the owner shall be entitled to enforce this particular clause.

20.2. For the avoidance of doubt, you are entirely liable and responsible for both you and your attendees (and yours and their property) at all times whilst you are at the School Facility and in any other part of the building or grounds in which the School Facility is contained.

20.3. Nothing in this Agreement shall be construed as restricting or excluding our liability for death or personal injury resulting from our negligence or for fraud.

20.4. Our liability to you under this Agreement shall not exceed the amount paid by you for hiring the School Facility for your specific event.





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## 21. Force Majeure

We may cancel any Agreement if the School Facility is, or if any part of the building or grounds in which the School Facility is contained is, rendered unfit or becomes unavailable due to unforeseen circumstances. This includes, but is not limited to, Acts of God, fire, lightening, explosion, war, disorder, terrorism (actual or threatened), security reasons, school lockdown, flood, pandemic or epidemic, industrial disputes (whether or not involving our employees), failures or interruptions of electricity gas or water supplies, weather of exceptional severity or acts of local or central government or other authorities.

## 22. General

22.1. Any notice required or permitted to be given by either party to the other side under this agreement shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified under this provision to the party giving the notice.

22.2. Apart from clause 20.1, a person who is not a party to these terms may not enforce any of them under the Contracts (Rights of Third Parties) Act 1999.

22.3. This Agreement shall be governed by the laws of England and we both agree to submit to the exclusive jurisdiction of the English Courts.

## 23. Storage

23.1 Subject to our prior written agreement, it may be possible for you to store equipment and other property at the School Facility. No goods or other property which are flammable, noxious or otherwise dangerous may be stored. We will use reasonable endeavours to procure that the School provides suitable, secure and lockable locations within the School Facility, but we will have no responsibility or liability for any goods or property stored or the misuse, theft or loss of or damage to them.

Singed by person/company hiring the facilities:.....

Printed named of person/company hiring the facilities:.....

Date:.....

Signed by school representee:.....

Printed name of school representee:.....

Date:.....