

COMMUNITY LETTINGS at

Mount Carmel R.C. High

Sport ~ Leisure ~ Learning



Lettings information

01254
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458

ISSUE 2 - JULY 2024

www.mountcarmelhigh.co.uk

Terms & Conditions of Hire

CONDITIONS OF FACILITY HIRE AT MOUNT CARMEL R.C. HIGH SCHOOL

1. INTERPRETATION

1.1 Definitions. In these Conditions, the following definitions apply:

“Booking”	the Facility User’s proposed Booking for the hire of the Facilities as detailed in the school Community Lettings website booking system.
“Business Day”	a day (other than a Saturday, Sunday or public holiday) when UK clearing banks in the city of London are open for business.
“Charges”	the charges payable by the Facility User for the hire of the Facilities in accordance with clause 9.
“Commencement Date”	has the meaning set out in clause 2.2.
“Community Activities”	the activities to be carried out by the Facility User at the Facilities.
“Community Facility Sign In and Checklist”	the checklist to be completed and signed by an authorised representative of the Facility User as appended see schedules.
“Conditions”	these terms and conditions as amended from time to time in accordance with clause 13.8.
“Contract”	the contract between Mount Carmel R.C. High School and the Facility User for the hire of the Facilities in accordance with these Conditions.
“Facilities”	the premises, sports grounds or other facilities of the School to be made available for the Community Activities.
“Facility User”	the company, club, group, organisation or person hiring the Facilities and identified on the School Facilities Booking System.
“Minor(s)”	persons under the age of eighteen (18) years.
“Safeguarding Statement”	the safeguarding statement as detailed in schedules of these Conditions.
“School”	Mount Carmel R.C. High School which is making the Facilities available for the Community Activities.
“School Activities”	any activities including but not limited to parents evenings, school productions, open evenings and examinations, that are to be held by the School on or at the Facilities.

1.2 Construction. In these Conditions, the following rules apply:

- (a) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- (b) a reference to a party includes its [personal representatives,] successors or permitted assigns;
- (c) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- (d) any phrase introduced by the terms including, include, in particular or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- (e) a reference to writing or written includes faxes and e-mails.

2. BASIS OF CONTRACT

2.1 The Booking constitutes an offer by the Facility User to hire the Facilities in accordance with these Conditions.

2.2 The Booking shall only be deemed to be accepted when Mount Carmel R.C. High Schools Booking System sends a provisional booking email to the Facility User and then the Facility User electronically confirms the booking via Mount Carmel R.C. High Schools booking system (“Confirmed Booking”) at which point and on which date the Contract shall come into existence (“Commencement Date”) however acceptance is conditional upon the following:

- (a) the authorised representative of the Facility User submitting the Booking must be over 18 years of age;
- (b) electronic acceptance of the Conditions of Use via the Mount Carmel R.C. High School’s booking system by an authorised representative of the Facility User;
- (c) receipt by Mount Carmel R.C. High School of a copy of the Facility Users’ insurance certificate (where applicable);
- (d) the availability of the School Facilities

- 2.3 The Contract constitutes the entire agreement between the parties. The Facility User acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of Mount Carmel R.C. High School or the School, which is not set out in the Contract.
- 2.4 These Conditions apply to the Contract to the exclusion of any other terms that the Facility User seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.5 When booking grass pitches for sports fixtures, Facility Users will be informed if the surface is not playable by 1) 5pm Friday for weekend fixtures or 2) 5pm the day before for midweek fixtures. In such incidences matches whereby fixtures are cancelled beyond either of these deadlines Mount Carmel R.C. High School reserves the right to charge Facility Users user 50% of the original fixture rate fee to cover staffing costs.

3. SUPPLY OF SERVICES

- 3.1 The Facility User acknowledges and agrees that Mount Carmel R.C. High School have not given any warranties, representations or otherwise as to the suitability of the Facilities for the Community Activities.
- 3.2 Mount Carmel R.C. High School shall use reasonable endeavours to accommodate the Booking on the dates required by the Facility User, but acceptance of the Booking shall be subject to availability.

4. FACILITY USER'S OBLIGATIONS

- 4.1 The Facility User shall:
- (a) ensure that the terms of the School Facilities Booking System are complete and accurate;
 - (b) complete the Community Facility Sign In and Checklist in advance of undertaking the Community Activities
 - (c) co-operate with Mount Carmel R.C. High School in all matters relating to the hire of the Facilities;
 - (d) obtain and maintain or ensure that the School has obtained and maintains all necessary licences, permissions and consents which may be required in order to carry out the Community Activities, before the date on which hire of the Facilities is to start; and
 - (e) read and comply at all times with the terms of the school's Safeguarding Statement where the Community Activities involve the provision of activities to Minors.
 - (f) where applicable, instructors/groups using music or displaying videos must obtain the relevant licences e.g. PPL or PRS
 - (g) any equipment with a plug brought in by the facility users must have been PAT tested (Portable Appliance Test) within the last 12 months

5. INSURANCE

- 5.1 Unless otherwise agreed by Mount Carmel R.C. High School, the Facility User shall effect and maintain with a reputable insurance company, public liability insurance, and provide Mount Carmel R.C. High School with a copy of the insurance certificate and any other associated documentation that Mount Carmel R.C. High School reasonably requests in advance of the first day of the hire of the Facilities.
- 5.2 The Facility User shall be responsible for ensuring that the insurance policy provides adequate cover for any accidents or losses which may be claimed or incurred in connection with the Community Activities.

6. HEALTH AND SAFETY

- 6.1 The Facility User warrants and represents that it shall at all times, and shall procure that all persons taking part in the Community Activities shall comply with all relevant health and safety legislation, enactments and regulations and all School policies and procedures including but not limited to fire evacuation and other emergency procedures. School Map and Fire Evacuation Procedures see Schedules.
- 6.2 The Facility User acknowledges and accepts that the Facility User shall be responsible for ensuring that persons with the requisite level of first aid training are present throughout the Community Activities and that Mount Carmel R.C. High School shall not be responsible for ensuring that a first aid trained member of staff is present at the Community Activities.
- 6.3 Where the Community Activities involve the use of kitchen and catering facilities at the School, the Facility User warrants and represents that it shall at all times and shall procure that all persons taking part in the Community Activities, comply with all food safety and hygiene legislation, enactments and regulation and shall ensure that following the Community Activities, the kitchen and catering facilities and any associated equipment and utensils are left in a clean and hygienic manner and free from contamination of any description.

7. THE FACILITIES

- 7.1 The Facility User acknowledges and accepts that:
- (a) the Facility User shall be responsible for ensuring that the Facilities and that all equipment and materials provided by the School for use by the Facility User including but not limited to, sporting, catering and IT equipment ("School Equipment") are safe and in full working order and suitable for the Community Activities;
 - (b) the Facilities are to be left in the same condition that the Facility User found them at the start of the Community Activities and in the event that any School Equipment and/or the Facilities are damaged or destroyed during or as a result of the Community Activities carried out by the Facility User, the Facility User shall, within [5] Business Days of the date on which the Facilities and/ or School equipment was damaged or destroyed and at its cost repair or replace such School Equipment and made good any damage to the Facilities;
 - (c) smoking is not permitted on or at the Facilities;

- (d) alcohol is not permitted on or at the Facilities without the prior written consent of Mount Carmel R.C. High School and the School; and
- (e) the Facilities are to be used by the Facility User only for the purpose which has been expressly communicated to Mount Carmel R.C. High School, and for no other purpose.
- (f) the Facility User can only store any of their own equipment with prior written agreement.
- (g) The Facility User accepts that that Mount Carmel R.C. High School shall not be responsible for the safety or security of any Facility User equipment stored at the school

8. THE COMMUNITY ACTIVITIES

- 8.1 The Facility User acknowledges and accepts that it shall be responsible for the coordination, running and risk assessment of the Community Activities, the safety and good conduct of those taking part in the Community Activities (including for the avoidance of doubt, Minors) and the safeguarding and protection of the Facilities and all School/Facility User Equipment and other School property throughout the Community Activities and that Mount Carmel R.C. High School will not provide any assistance or supervision in respect of the Community Activities; and
- 8.2 The Facility User shall promptly report any accident, injury, damage to the Facilities, the School Equipment or any other School property to Mount Carmel R.C. High School.

9. CHARGES AND PAYMENT

- 9.1 Unless otherwise agreed in writing, the charges for the hire of the Facilities shall be calculated in accordance with Mount Carmel R.C. High School's standard fee rates which may vary from time to time. Prices may be higher for events/parties/conferences.
- 9.2 Mount Carmel R.C. High School shall invoice the Facility User for the whole booking within that academic year (September 1st to August 31st), unless agreed in writing by Mount Carmel R.C. High School.
- 9.3 The Facility User shall pay the invoice submitted by Mount Carmel R.C. High School: either in instalments every month if a block booking or the full amount.
- 9.4 Fees charged to users of school sports facilities will normally be subject to VAT at the standard rate. However, the following supplies are exempt from VAT when Series of 10 lets or more of Sporting Facilities for the use of Sport (Including Dance) Exemption is only applicable when all of the following conditions apply:-
 - (1) The granting of sporting facilities for a series of 10 or more lets has to be to one of the following users:-
 - School,
 - Club,
 - Association; or
 - An organisation representing affiliated clubs or constituent associations.
 - (2) Each period is in respect of the same activity carried on at the same place;
 - (3) The interval between each period is at least one day and not more than 14 days;
 - (4) Consideration is payable by reference to the whole series and is evidenced by agreement;
 - (5) The grantee has exclusive use of the facilities
 - (6) 24-Hour Rule. If someone has exclusive use of a facility for sporting purposes for more than 24 hours e.g. a 2-day football tournament
 - (7) There is no hire of sporting equipment and no catering provided.

If a cancellation is instigated by the Facility User which in turn means that the series of 10 lets rule cannot be met, VAT will be applied.

It is the Facility Hirers responsibility to inform Mount Carmel R.C. High School if they are not a club or association. See the definition below. By accepting the terms and conditions the Facility Hirer is confirming that they are a club or an association Clubs and associations may be unincorporated or incorporated associations, unincorporated or incorporated members' clubs, employees' or trade union social clubs, proprietary clubs or service messes. In its simplest context individual teams can be treated as clubs, provided that they conduct their affairs in the same manner.

This would mean entering into formal agreements with the owner of the sports facilities, collecting subscriptions from members and so forth. It is also possible to allow committees and teams being part of the main club to individually be treated as clubs in their own right, provided that they conduct their affairs as if they were a club. (HRMC)

- 9.5 In absence of prior written agreement to the contrary, payment of charges is required on booking the facilities.
- 9.6 The Facility User shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Facility User shall not be entitled to assert any credit, set-off or counterclaim against Mount Carmel R.C. High School in order to justify withholding payment of any such amount in whole or in part. Mount Carmel R.C. High School may, without limiting its other rights or remedies, set off any amount owing to it by the Facility User against any amount payable by Mount Carmel R.C. High School to the Facility User.
- 9.7 If the facility user fails to make payment due to Mount Carmel R.C. High School under the Contract by the due date for payment ("Due Date"), Mount Carmel R.C. High School shall have the right to close the facilities to the Facility User. On the first day payment is overdue Mount Carmel R.C. High School then send out a reminder to pay within 10 days. After the 10 days the Facility Users are notified that facilities will be closed for them to use. Continued lateness to pay could lead to being banned from use of the facilities.
- 9.8 If clients pay late on 2 occasions or more Mount Carmel R.C. High School reserves the right to charge the client upfront for any future bookings.

9.9 How to pay, see Schedule 4

10. CANCELLATION

- 10.1 The Facility User acknowledges and accepts that all School Activities take priority over any Confirmed Booking(s) and that Mount Carmel R.C. High School may, without incurring any liability towards the Facility User, cancel a Confirmed Booking by giving the Facility User as much notice of the cancellation as possible. The Facility User shall not be charge for the hire of the Facilities where the Confirmed Booking is cancelled, and shall be reimbursed in the event that payment has been made in advance.
- 10.2 Similarly the Facility User accepts that in the event of unforeseen circumstances/emergencies lettings maybe cancelled e.g. burst pipes, extreme weather conditions etc. The Facility User will be informed of these types of closures at the earliest convenience, with email and text as acceptable forms of communication in regards to this.
- 10.3 The Facility User shall be entitled to cancel a Confirmed Booking by giving at least 7 days notice in writing to Mount Carmel R.C. High School ("Requisite Notice"). This excludes groups who have booked blocks for winter training, one off events and holiday camps.
- 10.4 Where the Requisite Notice has not been provided by the Facility User in accordance with clause 10.2, Mount Carmel R.C. High School shall be entitled to charge the Facility User for the Confirmed Booking in accordance with clause 9.

11. LIMITATION OF LIABILITY: THE FACILITY USER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

- 11.1 Nothing in these Conditions shall limit or exclude Mount Carmel R.C. High School's liability for:
- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
 - (b) fraud or fraudulent misrepresentation; or
 - (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 11.2 Subject to clause 11.1, Mount Carmel R.C. High School shall under no circumstances whatever be liable to the Facility User, or any persons participating in the Community Activities whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any other losses arising or in connection with the Contract for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract.
- 11.3 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 11.4 This clause 11 shall survive termination of the Contract.

12. INDEMNITY

- 12.1 The Facility User shall indemnify Mount Carmel R.C. High School against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs and all other reasonable professional cost and expenses, suffered or incurred by Mount Carmel R.C. High School arising out of or in connection :
- (a) the Facility User's hire of the Facilities;
 - (b) the Facility Users breach or negligent performance of the agreement, including but not limited to its obligations under clauses 4, 6,7 and 8 of this agreement; and
 - (c) any claim made against Mount Carmel R.C. High School arising out of or in connection with any breach of copyright as defined in the Copyright Act 1956 (as amended) or similar statutes, enactments, licences or regulations in respect of the playing, use of or performance of any songs or musical works, theatre scripts, dramatic or artistic works.

13. GENERAL

- 13.1 Force majeure:
- (a) For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of Mount Carmel R.C. High School but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of Mount Carmel R.C. High School, the School or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, fire, flood, or storm.
 - (b) Mount Carmel R.C. High School shall not be liable to the Facility User as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.
 - (c) If the Force Majeure Event prevents Mount Carmel R.C. High School from facilitating the hire of the Facilities for more than 8 weeks, the Facility User shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Facility User.
- 13.2 Assignment and subcontracting:
- (a) Mount Carmel R.C. High School may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.
 - (b) The Facility User shall not, without the prior written consent of Mount Carmel R.C. High School, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
- 13.3 Notices:
- (a) Any notice or other communication required to be given to a party under or in connection with this Contract shall

be in writing and shall be delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business, or sent by email to the other party's main email address.

(b) Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at the address referred to above or, if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by email, one hour after transmission provided that the sender does not recall the message or receive notification of non-delivery.

13.4 Waiver:

(a) A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

(b) Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

13.5 Severance:

(a) If a court or any other competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

(b) If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

13.6 No partnership: Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

13.7 Third parties: A person who is not a party to the Contract shall not have any rights under or in connection with it.

13.8 Variation: Except as set out in these Conditions, any variation, including the introduction of any additional terms and conditions, to the Contract, shall only be binding when agreed in writing and signed by Mount Carmel R.C. High School.

13.9 Governing law and jurisdiction: This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including noncontractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

Schedule 1

Safeguarding Statement

As an education organisation, Mount Carmel R.C. High School is committed to safeguarding and protecting the welfare of children and young people under the age of 18 (eighteen) ("Minor(s)"). Mount Carmel R.C. High School adopt the definition of "safeguarding" as outlined in the Children's Act 2004 and the Department for Education guidance document "Working together to safeguard children" which can be summarised as follows:

- protecting Minors from maltreatment;
- preventing the impairment of Minors' health or development;
- ensuring that Minors are growing up in circumstances consistent with the provision of safe and effective care; and
- undertaking that role so as to enable those Minors to have optimum life chances and to enter adulthood successfully.

Mount Carmel R.C. High School expect Facility Users carrying out the Community Activities to comply with this safeguarding statement at all times. Each group, club or individual using the Facilities at the School must ensure that they display the four points highlighted above in their behaviour and conduct both on and away from the School's Facilities.

In particular, it is the responsibility of the Facility Users and not for the avoidance of doubt, the responsibility of Mount Carmel R.C. High School to ensure that:

adequate adult supervision is provided where the Community Activities involve participation by a Minor or Minors and at no time are any unsupervised Minors to be on or at the Facilities;

- the Community Activities are suitable and appropriate in view of the age and ability of the Minors involved; and
- parental consent has been obtained in advance of the Minors participating in the Community Activities.

The welfare of every child/young person is paramount to Mount Carmel R.C. High School, regardless of age, culture, disability, gender, language, racial origin, religious beliefs or sexual orientation.

Any suspicions or allegations of anyone failing to comply with this safeguarding statement will be taken seriously and dealt with swiftly and appropriately. All Mount Carmel R.C. High School staff and those attending/responsible for/involved in Community Activities that take place at the Facilities will be asked to report any safeguarding issues to Sue Fielding (Mount Carmel Partnership Manager) as soon as they arise, who will take any issues forward to the Designated Senior Leader. Sue can be contacted on 01254 233458 or email sue.fielding@mountcarmelhigh.lancs.sch.uk

Schedule 2

Fire Procedure

Action in the event of a Fire

Action notices are displayed in all areas

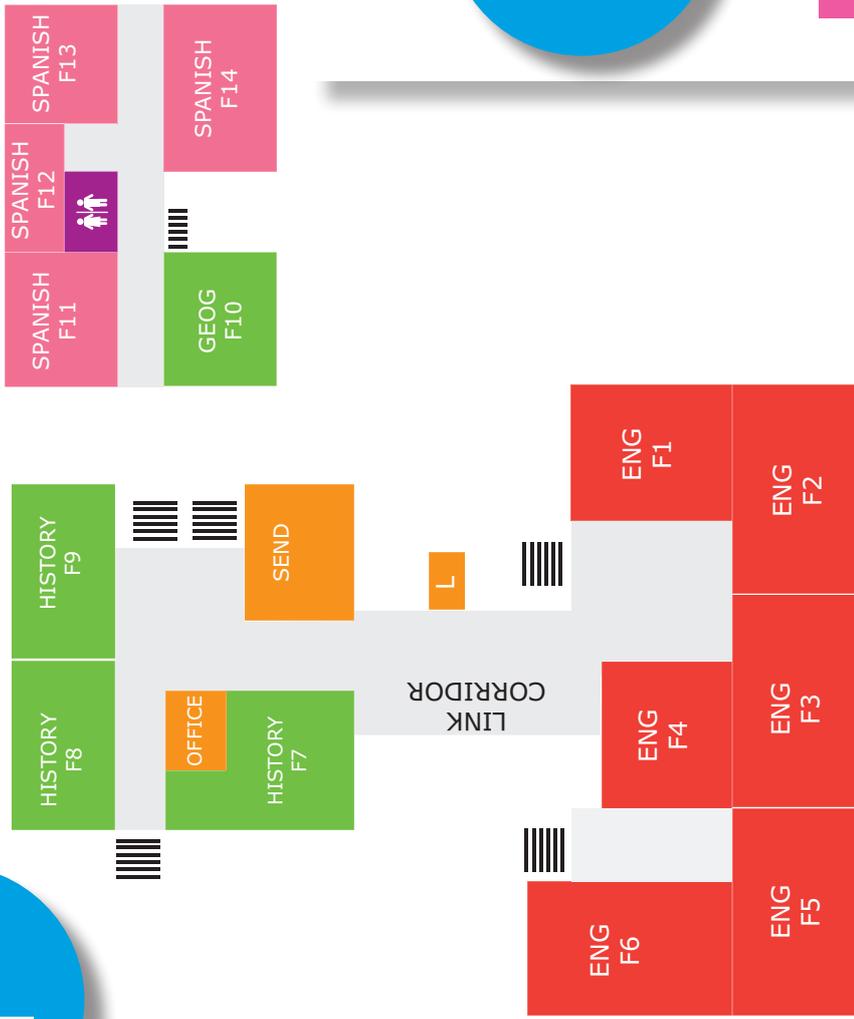
Emergency Evacuation

This policy allows for the appropriate procedures to be followed:

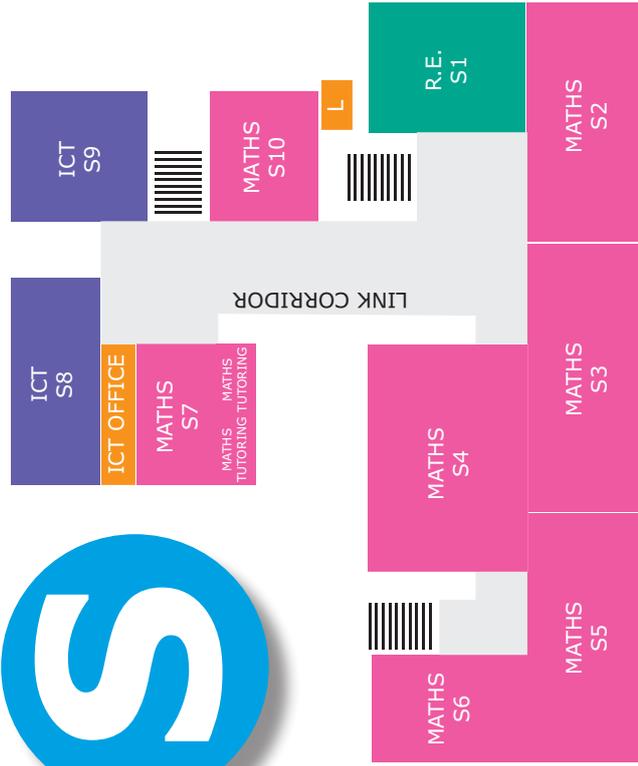
- Mount Carmel R.C. High School will supervise any evacuation.
- Lettings Users should make themselves and group aware of the procedures, which are necessary to ensure that all members are escorted to a predetermined assembly area (Car park to the front on the main school reception) – See Map Schedule.
- Group leaders should remain with their group/club until they have all reached the assembly point.
- Where required to carry people or lift them into wheelchairs, all available persons should assist as appropriate. It may not be possible to get every wheelchair if this means moving towards the fire.
- If all exit routes are blocked, or if wheelchairs are inaccessible, it might be necessary to lift them and pass them through windows to other staff.
- Mount Carmel R.C. High School staff member will notify the relevant emergency services.
- On leaving the building, groups/clubs leader should collect attendance registers to enable a headcount to take place once all have been evacuated from the building.
- All members should be accounted for at the assembly point. Any missing persons should be reported to the Mount Carmel R.C. High School duty staff member ASAP.



FIRST FLOOR



SECOND FLOOR



Schedule 4

Block bookings

Facility Users will receive an invoice on the 1st of every month for the previous months entire facility hire which is payable immediately.

One-off bookings

Facility Users will receive an invoice as soon as their booking is confirmed which is payable immediately.

Payment Method

Payment to be made via bank transfer (BACS) to the following account;

Mount Carmel Roman Catholic High School

Sort code : 30-90-87

Account no : 26398860

Bank name : Lloyds Bank plc

Email for remittance advice : bursar@mountcarmelhigh.lancs.sch.uk