

## 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

**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 GS3ny ET@.00000912 0 612 792 reW\*nBT/F1 9

**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 These terms and conditions shall continue to apply to Bookings until they are superseded or replaced by GSAL.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) WKH IROORZLQJ RWKHU SDUWV RI WKH 6FK Permitted Use FRQQHFV 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 ~~& X V W R P H U \$ User Group Members~~ 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

- (j) not to display any advertisement, signboards, flag, banner, placard, poster, signs or notices at the School without \* 6 \$ / ¶ 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 ¶ 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 \* 6 \$ / ¶ 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)

#### 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

- 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

- 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 fro

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 and 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 the business of GSAL.

- (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)

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