Westside Community Enterprises
Terms and Conditions of Use

1 Definitions

1.1 In these Terms and Conditions:

- **Activities** means the activities (stated on the Booking Form) carried out by the Third Party for the duration of the Hire Period on the School Premises;
- **Booking Form** means online booking form or hard copy thereof;
- **Company** means Westside Community Enterprises and also (where the context permits) its assigns and any sub-contractor for the Company;
- **Contract** means the contract between the Third Party and the Company comprising the Booking Form and Terms and Conditions of Use and codes of conduct entered into upon the Company notifying the Third Party that it has accepted the booking;
- **Equipment** means any equipment under the ownership, possession or control of the Company or otherwise present on the Facilities that is made available to the Third Party or to which the Third Party has access for use in connection with the Activities;
- **Event of Force Majeure** means, as regards a party, the occurrence of circumstances beyond the reasonable control of that party including (without limitation) industrial action, strikes, lockouts, blockades, riots, act of war, piracy, destruction of essential Equipment by fire, explosion, unfitness of playing fields for use, flood, earthquake, failures of, shortages in or a loss of access of Equipment, power, supplies, fuel or transport facilities at the Facilities;
- **Expiry Date** is the date of completion of the hire period set out on the Booking Form;
- **Facilities** means that part of the School Premises stated on the Booking Form;
- **Facilities Staff** means any employee or representative of the Company and the Company's sub-contractors with responsibility for the School Premises and Equipment;
- **Hire Charge** means the cost of hiring the Facilities and (where appropriate) the Equipment as specified in the Booking Form together with any additional charges or costs incurred due to loss or damage for which the Third Party is responsible for, and Hire Charges shall be construed accordingly;
- **Hire Period** means any and all periods of time during which the Third Party is permitted to use the Facilities and (where appropriate) the Equipment as stated in the Booking Form;
- **Payment request –** automated payment request
- **Regular Hire** means hire on a periodic basis;
- **Regular Hire Session** means one of the sessions which together with other sessions comprise a period of Regular Hire;
- **School Premises** means the school premises of the Company at which the Activities shall take place;
- **Special Event** means hire for “one off” Activities during a specific Hire Period only;
- **Third Party** means the person, organisation, club, firm or company with whom the Contract is made, and
- **Third Party User** means any person under the control of, connected with or on the School Premises with the consent of the Third Party.

1.2 Words in the singular shall include the plural and vice versa, references to any gender shall include the others and references to legal persons shall include natural persons and vice versa.

2 General

2.1 These Terms and Conditions of Use shall apply to the Contract to the exclusion of any other terms and conditions contained or referred to in any order, letter, form of contract or other communication sent by the Third Party to the Company and the provisions of these Terms and Conditions of Use shall prevail unless expressly varied in writing and signed by a director of and on the Company's behalf. The Company may issue supplementary Terms and Conditions and or codes of conduct which will be an addition to and not a replacement of these Terms and Conditions.

2.2 Any concession made or latitude allowed by the Company to the Third Party shall not affect the strict rights of the Company under the Contract.

2.3 If any particular clause of these Terms and Conditions of Use shall be or held to be invalid the other clauses of the Terms and Conditions of Use shall continue in full force and effect.

3 Health and Safety

3.1 Whilst on the School Premises all Third Party Users must comply with the provisions of any relevant and applicable health and safety legislation and with all reasonable health and safety procedures applied or notified by the Company.

3.2 Fire doors and doors fitted with automatic closure shall not be interfered with by Third Party Users.

3.3 Third Party Users shall not obstruct any corridor, passage, entrance or exit of the School Premises.

3.4 The Third Party Users shall ensure that there is no interference whatsoever during the Hire Period with fire extinguishers or any other fire fighting equipment, except in the case of emergency.

3.5 Any electrical equipment brought on to the School Premises by the Third Party Users must have prior agreement with the Facilities Staff and have a current Portable Appliance Tested (PAT) certificate displayed on such equipment (indicating that the PAT test was performed no more than 12 months previous) or a dated purchase receipt for new electrical equipment , indicating that the purchase date was no more than 12 months previous.

3.6 The Third Party will under no circumstances bring fireworks or pyrotechnics onto the School Premises. No gas container or apparatus which when being used has a naked flame is permitted in any area of the School Premises unless prior permission from the Company has been granted.

3.7 Abusive behavior by any Third Party Users towards Facilities Staff and other users of the facilities will result in an immediate termination of booking.

3.8 Third Party Users confirm that upon entering into the Contract they have read and understand the emergency evacuation procedures of the Facilities and School Premises and that they will share this information with any individual or group of individuals that they are responsible for bringing onto the School Premises.

3.9 Third Party Users should notify in writing to a member of Facilities Staff within 5 days following the occurrence of any of these incidents: injuries or illnesses, incidents or near misses, property loss or damage, environmental and building damage or theft.

4 Third Party Users

4.1 Third Party Users shall comply with the instructions of the Facilities Staff at all times.

4.2 Third Party Users shall have access to toilets and common parts of the Facilities in relation to the Activities as designated from time to time by the Facilities Staff.

4.3 The Third Party shall provide sufficient supervision of Third Party Users whilst on the School Premises to comply with all applicable regulations and best practice.

4.4.1 All Third Party Users engaged in a supervisory role during the Hire Period must be carefully selected prior to appointment by the Third Party and be sufficiently skilled, experienced and trained by the e Third Party to carry out their duties.

4.4.2 Third Party Users must be appropriately dressed for each Activity and supplied, by and at the cost of the Third Party with personal protective clothing as shall be suitable and required by law and which shall be replaced and/or removed as required by the Third-party.

4.6 (i) Where Third Party Users include the supervision of minors and are required to adopt controls and practices to ensure minors or special needs users are protected while at all times being under the care of a responsible nominated adult/s.

: (a) a “minor” shall be children under the age of sixteen (16); or

(b) a “special needs user” shall be adults or children suffering from mental or physical incapacity;

(ii) Third Party Users responsible for organising, operating, assisting with or supervising Activities involving children or special needs users must be CRB checked and shall be responsible for registering with the CRB and providing details of same to the Company confirming that the issue date of such CRB check is no more than 3 years previous to the Expiry Date of the Hire Period.

4.7 Where the Facilities are to be used by the Third Party for a discotheque, dance or such other similar social function, the Third Party must ensure that there is one supervising adult over 21 years of age to every 15 people attending the function who are under the age of 15. The Third Party must ensure that an appropriate proportion of female supervisors to female attendees is present.

4.8 An audience to the Activities carried out by the Third Party will only be permitted entry to the Facilities:

(a) if such a request has been made on the Booking Form and

(b) the Company has approved an appropriate form of ticketing and/or audience control; and

(c) unless otherwise agreed with the Company the Third Party ensures that adequate security personnel (and where appropriate authorised under the Security Investigation Authority procedures) are in attendance for the duration of the Hire Period.

4.9 It is the responsibility of the Third Party to leave the Facilities in a similar and agreed condition as that in which the Facilities were made available to the Third Party save where agreed otherwise with the Company.

4.10 Failure of the Third Party to comply with the relevant Code of Conduct will result in immediate termination of all bookings.

4.11 The Third Party agrees to carry out, perform or otherwise use the Facilities solely for the purposes as set out in the Activities

5 Catering

5.1 If the use of kitchen facilities is required such request must be made on the Booking Form at the time of booking.

5.2 Where use of kitchen equipment is required, the Third Party agrees to pay for the services of a member of the Facilities Staff to operate such equipment as may be necessary (to be discussed at time of booking).

6 Intoxicating liquors & Substances

6.1 Third Party Users are prohibited from bringing onto or consuming on the School Premises any intoxicating substances or illegal drugs.

6.2 Third Party Users may not bring onto or consume on the School Premises any intoxicating liquors without the prior written consent of the Company.

6.3 It is the responsibility of the Third Party to adhere to the appropriate UK licensing laws.

6.4 Third Party Users shall ensure that all bottles, cans and other receptacles are removed at the end of each Hire Period, save where the same have been provided by the Company as part of agreed catering arrangements.

7 Smoking

7. The smoking of cigarettes, pipes, cigars or any other matter on the School Premises is strictly prohibited. It is the duty of the Third Party to inform all Third Party Users of this rule and ensure it is adhered to.

8 Noise

8.1 Noise must be kept within reasonable limits and Third Party Users must comply with the instructions of the Facilities Staff in this respect.

9 Sport

9.1 Where an Activity is a sport, Third Party Users must ensure that it is carried out and supervised in accordance with the appropriate rules and safety recommendations of the governing body of the sport concerned.

9.2 Where sports activities, coaching, training, tuition or martial arts are to be practised or performed, the Third Party must be a member of a recognized professional body for the sport concerned and where appropriate, recognised by the Sports Council. Third Party Users must provide details of professional qualifications at the time of booking.

9.3 The Third Party agrees that the Facilities Staff decision on the fitness of a ground for play will be final.

9.4 Third Party Users must not wear studded boots on all-weather pitches during the Hire Period or indoors of the Facilities.

10 Music & Dance

10.1 It is the responsibility of the Third party to obtain and provide a copy of a PPL (public performance license) for any recorded music being played on the School Premises

10.2 The use of specified pianos by competent and authorised Third Party Users may be permitted at the discretion of the Company and/or the Facilities Staff (to be discussed and specified at the time of booking)

11 Payment

11.1 In consideration of the provision of the Facilities the Third Party agrees to pay the Hire Charges to the Company prior to the commencement date of the Hire Period - failure to pay a hire charge and/or any subsequent additional payment requests may result in the third party forfeiting without compensation all or any (present of future) of the hire period.

11.2 The Third Party agrees to pay the costs incurred by the Company in repairing or replacing any of the School Premises, the Facilities or Equipment lost, damaged or destroyed by the Third Party or Third Party User and the Company will include such costs as part of an additional payment request.

11.3 The Hire Charges are payable as set out in the Booking Form at the time of booking

11.4 The Company agrees that each payment request issued by the Company to the Third Party will include details of:

(a) Amount due

(b) Activity date range

(c) Name of organiser

11.5 Save where the Third Party is disputing any sums of the additional payment requests in good faith, in the event that sums due from the Third Party under these Terms and Conditions of Use are overdue, the Company shall, having given the Third Party notice of its intention so to do, be entitled, without prejudice to its other rights, to suspend the use of the Facilities by the Third Party whilst sums of the additional payment requests due to the Company under these Terms and Conditions of Use remain overdue or alternatively the Company may terminate the Contract.

11.6 Without prejudice to any other rights the Company may have the Company is entitled and the Third Party agrees(both before and after any judgment) to charge an administration fee £25.00 on overdue payments of the Hire Charges and/or any additional payment request (where the Company has agreed to late payment of the Hire Charge or an additional payment request) and if required the debt would increase immediately by charges levied by any court action.

12 Cancellation of a Hire Period

a. Special Events

12.1 The Third Party may cancel a Special Event booking by giving notice in writing to the Company not less than [eight (8)] weeks before the start of the Hire Period.

12.2 Where written notice of cancellation of a Special Event booking by the Third Party is received less than [eight (8)] weeks before the start of the Hire Period, the Company shall be entitled to:

(a) 20% of the Hire Charge where notice of cancellation is given less than eight (8) weeks but more than four (4) weeks before the Hire Period;

(b) 50% of the Hire Charge where notice of cancellation is given more than two (2) weeks but less than four (4) weeks before the Hire Period;

(c) 100% of the Hire Charge where notice of cancellation is given less than two (2) weeks before the Hire Period.

12.3 Where the Company cancels a booking for a Special Event before the start of the Hire Period, the Company shall repay to the Third Party the Hire Charges applicable to such Special Event and paid to date.

12.4 Any deposits paid to secure a booking will be returned within 14 days after satisfactory completion of the booking.

b. Regular Hire

12.5 Either party may cancel a Regular Hire Session by giving notice in writing to the other party a minimum of 7 days before the start date of that Regular Hire Session. Where the Company cancels a Regular Hire Session within 7 days of the Regular Hire Session, the Company will endeavour to provide alternative facilities where practicable and should alternative facilities be unavailable, the Company shall repay to the Third Party any Hire Charges paid in respect of that session.

12.6 If written notice of cancellation of a Regular Hire Session by the Third Party is received by the Company less than 7 days before the start date of the Regular Hire Session, the Third Party shall be obliged to pay the Company the relevant Hire Charges as if the Regular Hire Session had taken place.

13 Liability

13.1 The Third Party shall be liable for any damage to the School Premises or the fixtures, fittings, furniture and any articles belonging to the Company and caused by the Third Party or the Third Party Users. No screws or nails shall be driven into the walls, floors or ceiling of the School Premises or its furniture, fixtures or fittings.

13.2 Third Party Users agree to use the Facilities at their own risk and except in the case of death or personal injury caused by the Company's negligence, the Company limits its liability for any damage to or loss of goods or property brought on to the School Premises by any Third Party Users to twice the Hire Charge for the Hire Period in which the liability arises.

13.3 It is the responsibility of the Third Party Hirer to secure valid and adequate insurance for their respective activities which covers all third party requirements. Details of this insurance are to be provided to the Company at the time of booking.

14 Termination

14.1 The Contract shall automatically terminate on the Expiry Date.

14.2 The Company may terminate the Contract by notice in writing to the Third Party if the Third Party:

(a) cancels more than 25% of the Regular Hire Sessions within a Regular Hire Period; or

(b) commits a serious breach of any of its obligations under these Terms and Conditions of Use; or

(c) becomes bankrupt, insolvent or enters into liquidation or receivership or is the subject of an application for an administration order or suffers an administrative receiver to be appointed in relation to the whole or any part of its assets or makes a composition or arrangement with its creditors or suffers any judgement to be executed in relation to any of its property or assets.

14.3 In the event of termination by the Company for the reasons set out in Clause 14.2(a) and where the Company, acting reasonably, is unable to procure an alternative user for the remaining Regular Hire Sessions, the Third Party shall be liable to pay to the Company a sum equivalent to the Hire Charge costs of the Regular Hire Sessions.

15 Post-termination

15.1 Termination of the Contract shall not affect any rights or obligations of the parties which accrued prior to termination.

15.2 Termination of the Contract shall not relieve any party of any obligation under these Terms and Conditions of Use which is expressed or which by implication is intended to continue after termination.

15.3 If the Company continues to provide any Facilities to the Third Party after the termination of the Contract such provision shall not be construed as a waiver of the termination of or as a renewal of the Contract.

16 Force Majeure

16.1 Neither party shall incur any liability to the other in the event it is prevented from, hindered or delayed in the performance of its obligations under the Contract by an Event of Force Majeure.

17 First Aid & Emergency Situations

17.1 The Third Party should arrange for first aid qualified personnel to attend medical emergencies during the Hire Period. For tournaments, competitions or other large events, the Third Party shall where required by the Company contact the British Red Cross or St Johns Ambulance Brigade and arrange, at the Third Party's sole cost, to have a qualified person from such an organisation in attendance at all times during the Hire Period. The Third party acknowledges that the Company does not provide first aid qualified personnel, however the Facilities Staff are able to provide first aid equipment or contact the emergency services.

17.2 In the event of a fire the Third Party must ensure that Third Party Users evacuate the School Premises by the nearest exit and assemble in the designated areas as shown on local signage. The Company must be informed by the Third Party in advance of any particular Third Party User who may require assistance in the event of an emergency.

17.3 It is the Third Party's responsibility to take a register of all their Third Party Users at the beginning of their Hire Periods to act as a fire register.
All accidents and incidents must be reported to the Company. Copies of the relevant report should be sent in writing no more that 7 days after the event to the Company at the address of, 8-30 Galena Road, Hammersmith, London W6 0LT.