



Hire Agreement

Longridge Sports Centre
SERVING THE COMMUNITY



**THE BAY
LEARNING TRUST**

and

CONTENTS

CLAUSE	PAGE
1 CONTRACT	2
2 INTERPRETATION	3
3 CONFIRMATION OF HIRE	3
4 LICENCE AND USE OF HIRE LOCATION.....	3
5 CHARGES AND PAYMENT.....	4
6 INSURANCE AND LIABILITY	5
7 CANCELLATION	6
8 DATA PROTECTION	7
9 GENERAL	7
9.2 ASSIGNMENT AND OTHER DEALINGS.....	7
9.3 CONFIDENTIALITY	7
9.4 ENTIRE AGREEMENT	8
9.6 WAIVER	8
9.8 NOTICES	8
SCHEDULE 1	9

HIRE AGREEMENT

HIRE DETAILS

DATE:

Hirer:	
Hirer's address:	
Hirer's representative:	Name: Title Email: Telephone: Postal Address:
Supplier:	The Bay Learning Trust
Supplier's address:	The Lodge Ripley St Thomas Academy Ashton Road Lancaster LA1 4RR
Supplier's VAT number:	118538211
Supplier's representative:	Name: C Bridge Title: School Operations Manager Email: ceb@lhs.lancs.sch.uk Telephone: 01772 782316 Postal Address: Preston Rd, Longridge .PR3 3AR

Permitted Purpose:	
Hire Period:	As itemised in Schedule 1:
Hire Location:	The area detailed at Schedule 1
Capacity limit:	N/A – subject to Local Authority restrictions or Police/Fire direction
Additional services or equipment:	N/A
Charges:	As itemised in Schedule 1:
Schedule:	Schedule 1:

1 CONTRACT

1.1 This Contract is made up of the following:

- 1.1.1 The Hire Details.
- 1.1.2 The Hire Location Hire Conditions.
- 1.1.3 The Schedule specified in the Hire Details.

1.2 If there is any conflict or ambiguity between the terms of the documents listed in paragraph 1, a term contained in a document higher in the list shall have priority over one contained in a document lower in the list.

This Contract has been entered into on the date stated at the beginning of it.

Signed by

For and on behalf of (Hirer)

.....

Signed by

for and on behalf of The Bay Learning Trust

.....

Agreed terms

2 INTERPRETATION

2.1 In this Contract, the following words and expressions shall have the followings:

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Charges: the charges payable by the Hirer for the hire of the Hire Location as set out in the Hire Details.

Common Parts: such roads, paths, entrance halls, corridors, lifts, staircases, landing and other means of access in or upon the Hire Location, the use of which is necessary for obtaining access to and egress from the Hire Location as designated from time to time by the Supplier.

Contract: the contract between the Hirer and the Supplier for the Hire of the Hire Location and in accordance with the Hire Details any Schedules or documents referred to therein.

Hire Period: the period of time agreed for the hire of the Hire Location as described in the Hire Details.

Local Authority: [Lancashire County Council](#)

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.

2.2 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.

2.3 A reference to **writing** or **written** includes email.

3 CONFIRMATION OF HIRE

3.1 This Contract shall come into effect on the date of the Contract. Until that time, bookings for hire will be treated as provisional.

3.2 It is a condition precedent of this Hire Agreement that the Hirer has obtained all applicable permissions and licences from the Local Authority to cover the Permitted Purposes and the Hire Period.

4 LICENCE AND USE OF HIRE LOCATION

4.1 Subject to clause 3.2 the Supplier grants the Hirer a right for the Hire Period to enter and use the Hire Location in accordance with the terms of this Contract. The Hirer acknowledges that:

4.1.1 the Hirer shall have the right to enter and use the Hire Location as a licensee only and no relationship of a landlord and tenant is created between the Supplier and Hirer by this agreement; and

4.1.2 the Supplier retains control, possession and management of the Hire Location and the Hirer has no right to exclude the Supplier from the Hire Location. The Supplier reserves the right to enter the Hire Location at all times during the Hire Period.

4.2 The Hirer agrees and undertakes:

- 4.2.1 not to use the Hire Location other than for the Permitted Purpose;
- 4.2.2 not to do or permit to be done anything on the Hire Location which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to the Supplier or to any other Hirers of the Supplier, or any owner or occupier of neighbouring property;
- 4.2.3 to comply (and ensure that its staff and agents comply) with the terms of this Contract and any instructions or notices from the Supplier, and use reasonable efforts to ensure that any guests or other persons present at the Hire Location so comply;
- 4.2.4 not to cause or permit to be caused any damage to the Hire Location;
- 4.2.5 not to obstruct the Common Parts, make them dirty or untidy or leave rubbish on them;
- 4.2.6 not to display any advertisement, signboards, flag, banner, placard, poster, signs or notices at the Hire Location without the prior written consent of the Supplier;
- 4.2.7 not to alter, move or interfere with any lighting, heating, power, cabling or other electrical fittings or appliances at the Hire Location, or install or use additional heating, power, cabling or other electronic fittings or appliances without the prior written consent of the Supplier;
- 4.2.8 to leave the Hire Location in a clean and tidy condition and to remove the Hirer's decorations, displays and any other Hirer equipment from the Hire Location at the end of the Hire Period;
- 4.2.9 not to bring or permit to be brought any animal onto the Hire Location without the prior written consent of the Supplier, with the exception of assistance dogs within the meaning of the Equality Act 2010;
- 4.2.10 to maintain child protection policies and arrangements which are compliant with the latest guidance issued by the Department of Education;
- 4.2.11 to provide, on request, to the Supplier, evidence of safeguarding policies and child protection policies and procedures in place; and
- 4.2.12 to comply with all policies, procedures and directions issued by the Supplier to the Hirer.

4.3 The Hirer shall ensure that the guests behave in a responsible and safe manner at the Hire Location, and the Supplier reserves the right to remove or request that the Hirer remove guests that do not do so from the Hire Location.

5 CHARGES AND PAYMENT

5.1 The Hirer shall pay the Charges in accordance with this clause 5.

5.2 The Hire Charges are set out in the Hire Details.

5.3 **The Hire Charges will be payable by card at the time of booking or Supplier shall issue an invoice for the Charges, which shall be payable by the Hirer within 14 days of the invoice date. Details of the nominated bank account for payment shall be set out on the invoice.**

5.4 **All amounts payable by the Hirer exclude amounts in respect of value added tax (VAT), which the Hirer shall additionally be liable to pay to the Supplier at the prevailing rate (if applicable), subject to receipt of a valid VAT invoice.**

His Majesty's Revenue and Customs (HMRC), the government department responsible for collecting taxes, allow some sports bookings to be exempt from VAT. These scenarios are:-

The person using the facility is an individual, family or informal group; or

In the event the facilities are booked by a school, club or association the facilities will be exempt if:

The booking consists of 10 or more dates.

Each booking is for the same sport.

Each booking is in the same place. This condition is still met where a different pitch, court or lane is used (or a different number of pitches, courts or lanes), as long as these are at the same location.

The gap between each session is at least one day but not more than 14 days (for a gap to be at least one day, 24 hours must elapse between the start of each booking). The length of the bookings may be different on different dates.

The facilities are booked out to a school, club, association or an organisation representing affiliated clubs or constituent associations, such as a local league. If the organisation is profit making, VAT exemption rates do not apply.

- 5.5 If the Hirer fails to make any payment due to the Supplier under the Contract by the due date for payment, then, without limiting the Supplier's remedies under clause 7, the Hirer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- 5.6 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

6 INSURANCE AND LIABILITY

- 6.1 The Hirer warrants that it has obtained applicable insurer to cover the Hire Period which is appropriate to the risk presented by the Permitted Purposes including, but not limited to, public liability insurance. Certificates of insurance will be provided to the Supplier by the Hirer on demand.
- 6.2 The restrictions on liability in this clause 6 apply to every liability arising in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution, deliberate fault or otherwise.
- 6.3 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:
- 6.3.1 death or personal injury caused by negligence; and
 - 6.3.2 fraud or fraudulent misrepresentation.
- 6.4 Subject to clause 6.3, the Supplier shall not be liable for:
- 6.4.1 the death of, or injury to, the Hirer or that of the Hirer's employees, contractors or any other guests or invitees to the Hire Location; or
 - 6.4.2 damage or theft of any property of the Hirer or that of the Hirer's employees, contractors or other guests or invitees to the Hire Location.

- 6.5 Subject to clause 6.3 and clause 6.4, the Supplier's total liability to the Hirer shall not exceed the total Charges due under this Contract.
- 6.6 Subject to clause 6.3 and clause 6.4, clause 6.6 specifies the types of losses that are excluded:
- 6.6.1 loss of profits
 - 6.6.2 loss of sales or business;
 - 6.6.3 loss of agreements or contracts;
 - 6.6.4 loss of anticipated savings;
 - 6.6.5 loss of use or corruption of software, data or information;
 - 6.6.6 loss of or damage to goodwill; and
 - 6.6.7 indirect or consequential loss.
- 6.7 Unless the Hirer notifies the Supplier that it intends to make a claim in connection with this Contract within the notice period, the Supplier shall have no liability for that claim. The notice period for a claim shall start on the day on which the Hirer became, or ought reasonably to have become, aware of the incident giving rise to the claim having occurred and shall expire three months from that date. The notice must be in writing and must identify the incident and the grounds for the claim in reasonable detail.

7 CANCELLATION

- 7.1 The Supplier may cancel the Contract with immediate effect by giving the Hirer or Hirer's authorised representative notice in writing if:
- 7.1.1 the Hirer fails to pay any amount due under the Contract on the due date for payment;
 - 7.1.2 the Hirer commits a material breach of any term of the Contract;
 - 7.1.3 the licence contravenes the legal tenure of the Supplier's land;
 - 7.1.4 the Supplier for any reason at its absolute discretion deems that this Hire Agreement should no longer continue;
 - 7.1.5 the Hire Location is deemed to be unsafe by the Supplier at its absolute discretion'
 - 7.1.6 the Hirer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
 - 7.1.7 the Hirer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy;
 - 7.1.8 the Hirer is unable to perform its obligations in connection with the Contract; or
 - 7.1.9 the Hirer is deemed at the absolute discretion of the Supplier to be engaged in activity which is inconsistent with the Supplier's charitable objects or reputation as an academy trust.

7.2 The Hirer may cancel the Contract by notice in writing to the Supplier or Supplier's authorised representative. Such notice shall be no less than two weeks (14 calendar days).

7.3 On completion or cancellation of the Contract for whatever reason:

7.3.1 any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after completion or cancellation shall remain in full force and effect; and

7.3.2 completion or cancellation of the Contract shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of completion or cancellation, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of completion or cancellation.

8 DATA PROTECTION

8.1 Each party shall, at its own expense, ensure that it complies with and assists the other party to comply with the requirements of all applicable data protection and privacy legislation in force from time to time in the UK including the Data Protection Act 2018 (and regulations made thereunder), the UK General Data Protection Regulation, the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party.

9 GENERAL

9.1 **Force majeure.** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

9.2 Assignment and other dealings

9.2.1 The Hirer shall not assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract without the Supplier's prior written consent.

9.2.2 The Supplier may at any time assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights under the Contract.

9.3 Confidentiality

9.3.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group to which the other party belongs, except as permitted by clause 9.3.2. For the purposes of this clause 9.3, **group** means, in relation to a party, that party, any subsidiary or holding company from time to time of that party, and any subsidiary from time to time of a holding company of that party.

9.3.2 Each party may disclose the other party's confidential information:

9.3.2.1 to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 9.3.2; and

9.3.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

9.3.3 Neither party shall use any other party's confidential information for any purpose other than to perform its obligations under the Contract.

9.4 **Entire agreement**

9.4.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

9.4.2 Each party acknowledges that in entering into the Contract it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

9.5 **Variation.** No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

9.6 **Waiver**

9.6.1 A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

9.6.2 A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

9.7 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 9.7 shall not affect the validity and enforceability of the rest of the Contract.

9.8 **Notices**

9.8.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be:

9.8.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office; or

9.8.1.2 sent by email to the address specified in the Hire Details.

9.8.2 Any notice shall be deemed to have been received:

9.8.2.1 if delivered by hand, at the time the notice is left at the proper address;

9.8.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the Business Day after posting;

9.8.2.3 if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 9.8.2.3, business hours means 9.00 am to 5.00 pm Monday to Friday on a day that is not a public holiday in the place of receipt.

