

THIS AGREEMENT is made on date stated at end of it and made between the School and the Hirer.

The School: The Forest Academy Trust a charity and limited company registered in England and Wales under company number 8563159 and registered office is The Forest School, Robinhood Land, Winnersh Wokingham, RG415NE.

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|------------|--------------------------------|---|
| The Hirer: | Full Legal Name | |
| | Legal Body | Company: Partnership: Sole Trader: Charity: Not for Profit Club/ Ass: Private: |
| | Registered | No: Yes: If yes, Registered in England and Wales with No: |
| | Registered or Official Address | |

AGREED TERMS

1. INTERPRETATION

| | |
|---|--|
| Hirer's Authorised Representative: | Name e-mail: Tel: mobile: |
| Hirer's Address for Notice: | |
| Hired Premises: | |
| Permitted Use: | |
| Requisite Insurance: | Public Liability insurance in the minimum of £5,000,000 (evidence required). |
| Operative Date: | |
| Termination Date: | |
| Designated Hours: | |
| Hire Fee: | |
| Payment arrangements: | |
| Hirer's Invoice Address: | |
| Company's Authorised Representative and Address for Notice: | Barbara Senior, The Forest School, Robin Hood Lane, Winnersh, Wokingham, RG41 5NE. |
| Governing Body: | The Governing Body of The Forest School |

2. LICENCE TO OCCUPY

- 2.1. Subject to and in accordance with the terms of this Agreement the School permits the Hirer to occupy the Hired Premises for the Permitted Use for the Hire Period during the Designated Hours in common with the School and all others authorised by the School (so far as is not inconsistent with the rights given to the Hirer to use the Hired Premises for the Permitted Use) together with the rights mentioned in paragraph 2 of the Schedule.
- 2.2. It is hereby acknowledged that the Terms and Conditions set out in the Schedule to this Agreement ("the Schedule") form part of this Agreement and shall have effect as if set out in full in the body of this Agreement and any reference to this Agreement includes the Schedule.

3. ADDITIONAL REQUIREMENTS AND CHARGES¹

In addition to the foregoing terms of this Agreement it is further agreed that:

| | | |
|------|---|---|
| 3.1. | Upon reasonable prior notice given by the Hirer to the Company requesting the same. The Company will: | a) |
| 3.2. | The Company permits the Hirer to: | a) |
| 3.3. | The Hirer will: | a) Provide evidence they do comply with section 4 on Child Protection. b) Provide evidence of requisite insurance held |

SIGNED for and on behalf of the HIRER

Print name

SIGNED by or for and on behalf of the SCHOOL

Print name

This Agreement has been entered into on:

[the contract date to be entered by The School once signed by both parties]

¹ Use this clause to document any further ancillary arrangements agreed between the Licensor and the Hirer such as the use of chairs for conferences and/or other facilities on a regular or demand basis. Subclauses can be used where there is more than one obligation or right.

TERMS AND CONDITIONS OF HIRING

1. INTERPRETATION

1.1. In addition to the definitions set out at Clause 1 the following definitions and rules of interpretation apply to this Agreement:

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

Competent Authority: any statutory undertaker or any statutory public local or other authority or regulatory body or any court of law or government department or any of them or any of their duly authorised officers.

Head Licence: any superior license or license of the Hired Premises granted to the Company by the trustees from time to time.

Hire Period: from the Operative date until the Termination date or such date as this Agreement may otherwise be brought to an end under the terms of this Agreement or otherwise.

Necessary Consents: all planning permissions and all other consents, licences, permissions, certificates, authorisations and approvals whether of a public or private nature which shall be required by any Competent Authority for the Permitted Use.

Service Media: all media for the supply or removal of heat, electricity, gas, water, sewage, air-conditioning, energy, telecommunications, data and all other services and utilities and all structures, machinery and equipment ancillary to those media.

VAT: value added tax chargeable under the Value Added Tax Act 1994 or any similar replacement or additional tax.

1.2. Clause schedule and paragraph headings shall not affect the interpretation of the Agreement.

1.3. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4. A reference to a company shall include any company, corporation or other body corporate, wherever and however, incorporated or established.

1.5. Words in the singular shall include the plural and vice versa.

1.6. A reference to one gender shall include a reference to the other genders.

1.7. A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it provided that, as between the parties, no such amendment or re-enactment shall apply for the purposes of this Agreement to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, any party.

1.8. A reference to writing or written includes e-mail that is acknowledged by the recipient.

1.9. Any obligation in this Agreement on a person not to do something includes an obligation not to agree or allow that thing to be done and to use its best endeavours to prevent such act or thing being done by a third party.

1.10. References to clauses paragraphs and schedules are to the clauses paragraphs and schedules of this licence.

1.11. 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.

2. RIGHTS GRANTED TO THE HIRER

2.1. In addition to the licence to occupy granted at clause 2 the Company permits the Hirer to use during the Designated Hours:

2.1.1. Such parts of the Common Parts for the purpose of access to and egress from the Hired Premises as shall from time to time be designated by the School for such purpose; and

2.1.2. The Service Media serving the Hired Premises.

2.2. The Hirer acknowledges that:

2.2.1. the Hirer shall occupy the Hired Premises as a licensee and that no relationship of landlord and tenant is created between the Company and the Hirer by this Agreement;

2.2.2. Subject to the control and occupation of the School Hirer has no right to exclude the authorised personnel of the School or the Governing Body from the Hired Premises;

2.2.3. the licence to occupy granted by this Agreement is personal to the Hirer and is not assignable (although the School may transfer the benefit of this agreement and their obligation at any time) and the rights given to the Hirer in this Agreement may only be exercised by the Hirer and its employees;

3. HIRER'S OBLIGATIONS

3.1. The Hirer agrees and undertakes:

3.1.1. To pay to the School the Hire Fee as the same is defined in clause 1 in such manner as is specified in that clause together with such VAT as may be payable on the Hire Fee.

3.1.2. To maintain the Requisite Insurance and to pay all premiums and other costs arising in the provision of such policies and to ensure that the policies or certified copies of the policies are produced promptly to the School if so requested by them and FURTHERMORE not to do anything to invalidate any insurance policy which it is obliged to maintain under this paragraph. For the avoidance of doubt, it is the Hirer's responsibility to arrange insurance for the Hirer's own property that it brings into the Hired Premises or the Common Parts and for their own liability to their employees and to third parties.

3.1.3. To keep the Hired Premises clean, tidy and clear of rubbish, with rubbish being removed at the end of each individual booking.

3.1.4. To take good care of all parts of the Hired Premises and any equipment, fittings and furnishings at the Hired Premises or within the Common Parts or belonging to the School that are used by or made available to the Hirer and the Hirer shall be liable for any damage caused by the Hirer or those in the Hired Premises or the Common Parts with the Hirer's permission or at the Hirer's invitation.

3.1.5. Not to use the Hired Premises other than for the Permitted Use.

3.1.6. Not to make any alteration or addition whatsoever to the Hired Premises.

3.1.7. Not to display any advertisement, signboards, nameplate, inscription, flag, banner, placard, poster, signs or notices at the Hired Premises or elsewhere on the School Premises without the prior written consent of the School.

3.1.8. Not to do or permit to be done on the Hired Premises anything which is illegal or which may be or become a nuisance, (whether actionable or not) damage, annoyance, inconvenience or disturbance to the School or occupiers of the School Premises or any owner or occupier of neighbouring premises.

3.1.9. Not to obstruct the Common Parts, make them dirty or untidy or leave any rubbish on them.

3.1.10. Not to apply for any planning permission in respect of the Hired Premises.

3.1.11. Not to do anything that will or might constitute a breach of any Necessary Consents affecting the Hired Premises or which will or might vitiate in whole or in part any insurance effected by the School in respect of the Hired Premises and/or the School Premises from time to time.

3.1.12. Not to do anything or allow anything to be done that will or might constitute a breach of the terms of the Head Licence.

3.1.13. To comply with all laws and with any recommendations of the relevant suppliers relating to the supply of electricity, gas, water, sewage, telecommunications and data and other services and utilities to or from the Hired Premises.

3.1.14. To observe any rules and regulations operating procedures and/or codes of conduct the School makes and notifies to the Hirer from time to time governing the Hirer's use of the Hired Premises and the Common Parts.

3.1.15. Not to do anything at the Hired Premises which in the reasonable opinion of the School is detrimental to the image and reputation of the School and furthermore not to do anything contrary or inconsistent with the charitable status of the School.

3.1.16. To pay to the Governing Body interest on the Hire Fee and/or any other payments due to the School under this Agreement at the rate of three per cent per annum above the base lending rate of Lloyds Bank from time to time calculated on a daily basis from the due date until payment if the Hirer shall fail to pay the Hire Fee or any other payments due under this Agreement within fourteen days of the due date (whether formally demanded or not). The School reserves the right to withhold services (including, for the avoidance of doubt, access to the Hired Premises) while there are any outstanding fees and interest or the Hirer is in breach of this agreement.

3.1.17. Not to take copies of any keys or entry cards that the School provides to the Hirer or allow anyone else to use them without the School's consent. Any loss must be reported to the School immediately and the Hirer must pay the cost of replacement keys or cards and/or changing the lock, if so required by the School. For the avoidance of doubt, it is the Hirer's responsibility to lock the doors to the Hired Premises when the Hirer leaves the same.

4. CHILD PROTECTION

4.1. The Hirer further agrees and undertakes:

4.1.1. To ensure all necessary arrangements are in place in regard to safeguarding children and child protection;

4.1.2. To ensure that at all times any licence required by the Hirer by OFSTED in order to comply with the Childcare Act 2006 or any other statutory licence required by the Hirer for the Permitted Use is in place and valid;

4.1.3. To ensure that at all times each and every person employed by or under the control of or acting on behalf of the Hirer and who has any contact with the children at the Hired Premises during the Hire Period shall have a satisfactory enhanced Disclosure and Barring Service / Criminal Records Bureau Certificate in place and held by the Hirer;

4.1.4. To ensure that at all times each and every person employed by or under the control of the Hirer at the Hired Premises during the Hire Period shall have all necessary and appropriate qualifications for their role in connection with the Hirer's business and the Permitted Use and if so required by the Company the Hirer shall evidence such qualifications and any subsequent updates to the School;

4.1.5. To do all that is reasonably requested by the School in order to assist the School to comply with its duties under the Prevent Duty and the Statutory guidance issued under section 29 of the Counter-Terrorism and Security Act 2015 or any subsequent re-enactment thereof; and

4.1.6. To produce to the School for its approval its child protection policy (such approval not to be unreasonably withheld).

4.2. In addition to the general right of termination set out at paragraph 7, the School specifically reserves the right to terminate this Agreement with immediate effect if the Hirer does not have the necessary arrangements or perform the required actions referred to at paragraphs 4.1.1, 4.1.2, 4.1.3, 4.1.4 and 4.1.5 in place. In such circumstances the School will not be liable for any loss financial or otherwise incurred by the Hirer.

5. HEALTH AND SAFETY

5.1. For the duration of the Hire Period the Hirer agrees and undertakes to ensure the following:

5.1.1. Normal emergency and evacuation procedures from time to time in place at the School are followed;

5.1.2. A risk assessment is carried out and provided in written form to the School in respect of any activity for which the Hirer is responsible and where a risk assessment is required to be carried out by under Health and Safety regulations or other statutory provisions;

5.1.3. A First Aid Kit is provided and at least one person holding a valid certification of completion of first aid training approved by the Health and Safety Executive (or any successor) is present during the Designated Hours;

5.1.4. No School equipment is used other than as is provided for under the terms of this licence (other than that which may be authorised in writing by the School's Authorised Representative);

5.1.5. Familiarity for all persons attending with emergency equipment, such as fire extinguishers, alarms, mobile telephone and first aid facilities;

5.1.6. In addition to the Hirer's obligation under paragraph 5.1.1 an emergency evacuation procedure is established by the Hirer and must be approved by the School's Authorised Representative. This will detail who will be responsible for taking control, calling emergency services and where to assemble. Consideration must be given to the needs of disabled participants; and

5.1.7. Facilities and equipment (if made available) are used in a responsible manner, an orderly way and for the purposes for which they are hired and do not compromise the safety of the Hirer or the Hired Premises and equipment. This includes ensuring that:

- Alcohol is not consumed;
- Emergency exits, fire extinguishers, alarm points are not obstructed;
- Adequate walkways are available to allow free and easy access and egress;
- No gas cylinders or canisters are used at the Hired Premises or at or on the School Premises;

- Combustible materials are not placed adjacent to heat sources;

- Equipment is used for the purpose for which it was designed;
- Electrical equipment is PAT tested and complies with the British standards then applicable;

- Flammable or hazardous substances are not to be used; and

- No open fires, candles or unauthorised electrical equipment will be used on the Hired Premises.

6. LIABILITY OF THE PARTIES AND INDEMNITY

6.1. Except in so far as the Unfair Contract Terms Act 1977 requires otherwise the School will not be liable for any loss, damage, expense or claim which arises as a result of, or in connection with, this agreement and/or the Hirer's use of the Hired Premises and/or the Common Parts including but not limited to any injury (including injury resulting in death) or damage to or loss of premises, which may occur to, or be sustained by the Hirer, their assistants, employees, volunteers or agents, children attending any session or others entering the Hired Premises (with the exception of death or injury which may be directly attributable to the negligence of the Trustees the Company the Governing Body or their servants or agents acting within the scope of their authority).

6.2. The School will not in any circumstances have any liability for loss of business, loss of profits, loss of anticipated savings, loss of or damage to data, third party claims or any consequential loss.

6.3. The Hirer must indemnify and keep indemnified the School and its employees and agents from and against all actions, claims, proceedings, costs, damages, liabilities and expenses in respect of all liability, claim, damages, loss and expenses which may arise as a result of or in connection with this agreement and/or the Hirer's use of the Hired Premises and/or the Common Parts including but not limited to injury to any persons (including injury resulting in death) and damage to and loss of premises which may arise from, or in consequence of, the exercise or purported exercise of the hiring (with the exception of death or injury which may occur by reason of the negligence of the School or its employees or agents acting within the scope of their authority).

6.4. The School shall not be liable for any loss as a result of their failure to provide the Hired Premises for the Permitted Use as a result of mechanical breakdown, strike, delay, failure of staff, termination of the School's interest in the Hired Premises and/or the Common Parts or otherwise unless the School do so deliberately or are negligent.

6.5. If the Hirer does not comply with the terms of this agreement then the Hirer must pay any cost, including reasonable legal fees, which the School incurs in enforcing this agreement.

7. TERMINATION

7.1. Subject to sub-paragraph 7.2 the licence to occupy granted by this Agreement shall end on the earliest of:

7.1.1. The Termination Date

7.1.2. Immediately by notice given by the School or on its behalf

7.1.2.1 if at any time any payment due under this Agreement remains unpaid for more than fourteen days after becoming due;

7.1.2.2 If the Hirer fails to remedy any breach (capable of remedy) of any of its Hirer's obligations contained in this Agreement after being required to remedy such breach by 30 days notice in writing;

7.1.2.3 If the Hirer breaches any of its obligations in this Agreement which is in the opinion of the School incapable of being remedied and the School states this in a notice given by them;

7.1.2.4 If any Licence required by the Hirer from OFSTED in order to comply with the Childcare Act 2006 or any other statutory licence required by the Hirer for the Permitted Use is not in place or is suspended or cancelled; or

7.1.2.5 If the Hirer is unable to or admits its inability to pay its lawful debts or becomes insolvent or an order should be made or a resolution passed for the liquidation administration or winding up or dissolution of the Hirer (otherwise than for the purposes of a solvent amalgamation or reconstruction) or an encumbrance should take possession of or an administrator or other receiver manager trustee liquidator administrator or similar officer should be appointed over all the assets of the Hirer or any substantial part thereof or the Hirer should enter into or propose any composition or arrangement with creditors generally;

7.1.3. On not less than three months notice given by the School to the Hirer or by the Hirer to the School;

7.2. In extreme cases the School may terminate this Agreement summarily without notice and the Hirer's attention is specifically directed to paragraph 4.2 in this regard

7.3. In the event that the School is no longer able to provide the Hired Premises to the Hirer for the Permitted Use in accordance with this agreement (for any reason whatsoever including but not limited to the School requiring the Hired Premises for its own purposes, the purposes of any third party and/or the development of the same) then this agreement will end immediately on notice given to this effect by the School to the Hirer and the Hirer shall only be liable to make payment and comply with its obligations under this agreement up to the date it ends.

7.4. Termination is without prejudice to the rights of either party in connection with any antecedent breach of or other obligation subsisting under this Agreement.

8. NOTICES

8.1. Any notice required to be given under this Agreement shall be in writing and shall be delivered personally or sent by pre-paid first class post or recorded delivery or by commercial courier to each party required to receive the notice as set out below

8.1.1. to the School at the School's Address for Notice and marked for the attention of the Authorised Representative

8.1.2. to the Hirer at the Hirer's Address for Notice and marked for the attention of the Hirer's Authorised Representative

8.2. or as otherwise specified by the relevant party by notice in writing to each other party.

8.3. Any notice shall be deemed to have been duly received:

8.3.1. if delivered personally, when left at the address and for the contact referred to in this paragraph 8; or

8.3.2. if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second working day after posting; or

8.3.3. if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

8.4. A notice required to be given under this Agreement shall not be validly given if sent by e-mail unless service of such notice is specifically acknowledged by the other party.

8.5. The provisions of this paragraph shall not apply to the service of any proceedings or other documents in any legal action.

9. GENERAL

9.1. The School gives no warranty that the Premises possesses the Necessary Consents for the Permitted Use.

9.2. The School gives no warranty that the Hired Premises is physically fit for the Permitted Use.

9.3. This agreement supersedes any previous agreement that the Hirer may have with the School for the same services and contains all of the terms that have been agreed between the parties.

10. RIGHTS OF THIRD PARTIES

Save for the School Board of Governors a person who is not a party to this Agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

11. GOVERNING LAW AND JURISDICTION

11.1. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

11.2. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

12. DATA PROTECTION

The Hirer agrees that the School may process, disclose or transfer (including outside of the EEA) any personal data which the School holds on or in relation to the Hirer provided that in doing so the School shall take such steps as it reasonably considers to ensure that it is only used:

12.1. to fulfil the School's obligations under this agreement;

12.2. for work assessment and fraud prevention; or

12.3. to make available information about new products and services offered by us and other organisations which the School considers may be of interest to the Hirer.

13. CONFIDENTIALITY

The Hirer shall keep the terms of this agreement confidential and shall not disclose them without the School's consent unless required to do so by law or an official authority.

This obligation continues after this agreement otherwise ends.