



**SCHEDULE 1**

**KING'S HOUSE SCHOOL ENTERPRISES 5-YEAR LOCK IN TERMS AND CONDITIONS**

**1. Definitions**

1.1. In these terms and conditions the following words and expressions shall have the following meanings:

*"KHSE"* shall mean King's House School Enterprises Limited.

*"Hirer"* shall mean the individual or representative of a club, company or other organisation on whose behalf the individual is acting who wishes to book King's House School sports grounds, King's House School premises or other School facilities and whose name and details are set out in the Contract of Agreement.

*"Other person(s)"* shall mean any person under the Hirer's direction or control and any visitor whom the Hirer may invite or permit to attend the sports grounds or other facilities, whether as a player, participant, spectator or guest.

*"Contract of Agreement"* shall mean the Contract of Agreement made between (1) KHSE Limited and (2) the Hirer in respect of the booking and any Schedules and other documents attached to it.

*"School"* shall mean King's House School.

*"Enterprise Office"* shall mean the office of KHSE Limited whose contact details are set out above.

*"CSSC"* shall mean the Civil Service Sports Council.

*"Sports grounds", "grounds" and "facilities"* shall mean the King's House Sports Grounds at Riverside Drive, Dukes Meadows, London W4 2SH and/or the School premises at 68 King's Road, Richmond, Surrey TW10 6ES and/or any other School facilities which are the subject of the booking.

1.2. Words denoting the singular number shall include the plural. Words denoting the masculine gender shall include the feminine.

**2. Entire Agreement**

2.1. These are the terms and conditions applicable to the booking of the sports grounds and/or other facilities by the Hirer whether as an individual or as representative of a club, company or other organisation.

2.2. The Contract of Agreement made between (1) KHSE and (2) the Hirer shall be subject to and made upon the basis of these terms and conditions.

2.3. The Contract of Agreement and the Schedule attached to it represent the entire agreement between the parties and supersedes and replaces any previous agreements between the parties whether written or oral.

**3. General**

3.1. All group bookings, whether made by or on behalf of a club, company or other organisation, must be made by a representative of the group (the "Hirer") who shall be the contracting party for the purposes of the Contract of Agreement with KHSE.

3.2. The Hirer shall be responsible and accountable to KHSE during the booking and/or period of hire for the actions of other persons and for complying with these terms and conditions.

3.3. Individuals booking the sports grounds and/or other facilities on their own behalf will also be responsible and accountable to KHSE during the booking and/or period of hire for the actions of other persons and for complying with these terms and conditions.

**4. Communications**

4.1. Any communication with KHSE which is required to be in writing must be made:

4.1.1. By letter to KHSE, 68 King's Road, Richmond, Surrey TW10 6ES; or

4.1.2. By e-mail to [louwhite@khsenterprises.co.uk](mailto:louwhite@khsenterprises.co.uk)

## 5. Payment

- 5.1. Prior to each season, the agreed 25% deposit must be submitted with the completed application form to secure the booking. The balance will be due one month prior to the first fixture or the event unless before this date alternative payment plans have been agreed in writing with KHSE.
  - 5.1.1. 2018-2019 academic year (rate yet to be ratified by Enterprise Board 2019-2020 academic year) + 3%
  - 5.1.2. 2020-2021 academic year rate + 3% (3-year break out clause if required by either party) 2021-2022 academic year rate + 3%
  - 5.1.3. 2023-2024 academic year rate + 3%
- 5.2. All invoices must be paid within 21 days of receipt. Failure to pay any relevant invoice within this time will entitle KHSE in its absolute discretion to terminate the Contract of Agreement or cancel a particular booking or bookings. KHSE also reserves the right to cancel future bookings where charges remain unpaid 14 days after the date on which any payment becomes due.

## 6. Cancellations

- 6.1. Bookings may only be cancelled by the Hirer contacting the Enterprise Office in writing or by email as set out in Paragraph 4 above.
- 6.2. Cancellations will be accepted only upon payment of the relevant cancellation charge where appropriate. The relevant charges are:

Period of Notice	Percentage of the fee for the booking payable
Over 30 days	25%
14 - 30 days	50%
Less than 14 days	100%

- 6.3. In the event that a booking is cancelled by KHSE the Hirer will be given credit against future bookings or refunded in full.

## 7. Priority of Bookings

- 7.1. Priority is given to CSSC Retained Rights clubs, Schools, other clubs and organisations hiring the sports grounds and/or other facilities on a seasonal or block booking basis. Casual or additional bookings will only be accepted when all seasonal matches and training sessions have been allocated.
- 7.2. A request for additional bookings or for alterations to an existing booking may only be made by contacting the Enterprise Office in writing or by email as set out in Paragraph 4 above.
- 7.3. KHSE will endeavour to accommodate such requests where this is reasonable and practicable but reserves the right in its absolute discretion to refuse any such request.

## 8. Safeguarding Children

- 8.1. King's House School will safeguard and promote the welfare of children who are pupils at the School, having regard for the guidance in 'Keeping Children Safe in Education 2014', 'Working Together to Safeguard Children 2013' and 'Safeguarding Disabled Children: Practice Guidance 2009'. The School also embraces the Government's 'Every Child Matters' initiative. All children, without exception, have the right to protection from abuse. Safeguarding Children policy is available to view or download on [www.kingshouseSchool.org](http://www.kingshouseSchool.org)
- 8.2. All Hirers must ensure that reasonable precautions for the safety of children are taken including safe recruitment, DBS, staff codes of conduct, pastoral care and anti-bullying. Young persons' up to the age of 16 years of age must be under the supervision of an adult at all times.
- 8.3. Access to the changing room areas by adults whilst in use by children from Schools or clubs is strictly prohibited.

## 9. Responsibilities of Hirer

- 9.1. The Hirer may not add to or alter the existing electrical or mechanical installations at the sports grounds and/or other facilities or install any specialist equipment of his own such as public address systems except with the prior approval of the Enterprise Office in writing or by email as set out in Paragraph 4 above.
- 9.2. The use of specialist equipment will in any event be conditional upon the Hirer demonstrating to the satisfaction of the Enterprise Office that any such equipment is connected to circuits protected by Residual Circuit Devices (RCDs).

- 9.3. The Hirer is responsible for clearing away any rubbish and lost property and must leave the sports grounds and/or other facilities in the condition in which they were found. The Hirer must dispose of rubbish properly and not leave any refuse, rags, or other substances in the corridors or common areas. The Hirer will be responsible for any additional costs incurred in cleaning or clearing the sports grounds and/or other facilities after a booking or period of hire.
- 9.4. The Hirer must inspect the area being hired, including pitches, to satisfy himself that the area is safe to use.
- 9.5. All reasonable precautions for the safety of children must be taken. Young persons (under 16 years of age) must be under the supervision of an adult at all times.
- 9.6. The Hirer and other persons must at all times during the booking and/or period of hire conduct themselves in a sensible and responsible manner with due consideration to other users of the sports grounds and/or other facilities and refrain from any behaviour which would bring the School into disrepute or be a nuisance or cause discomfort to the occupiers of properties near to the sports grounds and/or other facilities.
- 9.7. In particular, the Hirer is under a continuing duty to ensure that during the booking and/or period of hire nothing in his use of the sports grounds and/or other facilities infringes the law or results in the sports grounds and/or other facilities being used for immoral and/or improper purposes. In particular the possession of drugs is illegal and is strictly forbidden at the sports grounds and/or other facilities.
- 9.8. The Hirer is responsible for the behaviour of other persons using the sports grounds and/or other facilities including the conduct of opposition or visiting teams. In particular the Hirer must ensure that no other person is permitted to damage or deface items of property or equipment or to steal from the club house or changing rooms at the sports grounds and/or other facilities.
- 9.9. Abusive language and actions towards members of staff of the School and/or sport grounds will not be tolerated at the sports grounds and/or other facilities.
- 9.10. The Hirer must ensure that he and other persons using the changing rooms at the sports grounds and/or other facilities act with common decency, respect and courtesy to those around them.
- 9.11. In the event of any unacceptable behaviour including but not limited to that set out above and/or a breach by the Hirer and/or any other person(s) of any of these terms and conditions KHSE reserves the right in its absolute discretion:
  - 9.11.1. To call the police without further notice or warning to the Hirer or other person(s).
  - 9.11.2. To require the Hirer and/or other person(s) to leave the sports grounds and/or other facilities immediately.
  - 9.11.3. To terminate and/or cancel the booking and/or period of hire with immediate effect.
  - 9.11.4. To terminate and/or cancel any future bookings arranged by the Hirer and/or the club, company or other organisation that he represents.
  - 9.11.5. To bar the Hirer and/or the club, company or other organisation that he represents from booking, attending or using the sports grounds and/or other facilities in the future.
  - 9.11.6. To take action against the Hirer and/or the club, company or other organisation that he represents to recover any consequential costs involved in cleaning, repairing or replacing items of property or equipment at the sports grounds and/or other facilities which may have been damaged, defaced, destroyed or stolen.
- 9.12. The Hirer shall comply with all relevant legal requirements concerning music, singing and dancing licences, theatre licences or any other permissions that may be required in connection with his booking.
- 9.13. The Hirer shall not carry on any activity at the sports grounds and/or other facilities so as to cause nuisance or annoyance to other users of the sports grounds and/or other facilities or to the occupiers of neighbouring and/or adjoining premises.
- 9.14. In the event of any change to his contact details, the Hirer must immediately inform the Enterprise Office in writing or by email as set out in Paragraph 4 above.
- 9.15. All valuables and other property belonging to the Hirer or any other person are brought onto the sports grounds and/or other facilities entirely at the risk of the Hirer and/or owner.

## **10. Use of the sports grounds and/or other facilities**

- 10.1. The sports grounds and/or other facilities may only be used by the Hirer whose name and details appear in the Contract of Agreement.
- 10.2. The Hirer may not assign or sublet the sports grounds and/or other facilities.
- 10.3. The Hirer may not use the sports grounds and/or other facilities for any purpose other than that expressly agreed with the Enterprise Office and specified in the Contract of Agreement.
- 10.4. The sports grounds and/or other facilities must be left in good order and vacated by the Hirer not later than the time agreed and specified in the Contract of Agreement. Use of the sports grounds and/or other facilities beyond this time will result in an additional charge to the Hirer calculated by reference to the rate agreed for the booking.
- 10.5. KHSE reserves the right in its absolute discretion to remove and discard anything left at the sports grounds and/or other facilities by the Hirer and/or any other person(s). In respect of any article which in the opinion of KHSE is or appears to be an article of value, KHSE may, if it considers it appropriate to do so, store such article. In this event KHSE accepts no liability whatsoever for the safe keeping of any such stored article which is and will continue to be stored at the sole risk of the Hirer and/or owner.
- 10.6. The Hirer will be given access only to the sports grounds and/or other facilities agreed and specified in the Contract of Agreement to include where practicable the use of appropriate toilet facilities. Access by the Hirer is not permitted to any other part of the sports grounds and/or facilities.
- 10.7. The Hirer must not modify, tamper with or alter the fixtures, fittings, furniture and equipment at the sports grounds and/or other facilities in any way.
- 10.8. Only food and beverages sold or supplied by employees or agents of KHSE shall be consumed at the sports grounds and/or other facilities. The Hirer must not bring his own food and beverages on to the sports grounds and/or other facilities. In particular the sale of food or beverages brought onto the sports grounds and/or other facilities by the Hirer or any other person is expressly forbidden. KHSE reserves the right in its absolute discretion to refuse future bookings in the event of any such sales taking place.
- 10.9. A Hirer wishing to provide other persons with beverages supplied by him may only do so upon payment of an agreed sum by way of corkage for each individual bottle provided the same has previously been agreed with the Enterprise Office in writing or by email as set out in Paragraph 4 above.
- 10.10. A Hirer wishing to use his own caterers for a function may only do so if he has:
  - 10.10.1. Obtained the prior consent of the Enterprise Office in writing or by email as set out in Paragraph 4 above.
  - 10.10.2. Agreed in advance with the Enterprise Office in writing or by email as set out in Paragraph 4 above the relevant charge in respect of the hire of the kitchens.
- 10.11. No alcohol may be consumed at the sports grounds and/or other facilities unless the Hirer has complied with all relevant legal requirements concerning the sale and consumption of intoxicating liquor.
- 10.12. It is against the law to smoke in any building. The Hirer must ensure compliance by all other persons and in all cases must take adequate precautions against the risk of fire. Smoking is only permitted in clearly designated areas at the sports grounds and/or other facilities.
- 10.13. Unless the Hirer has obtained the prior consent of the Enterprise Office in writing or by email as set out in Paragraph 4 above, the following activities are not permitted at the sports grounds and/or other facilities:
  - 10.13.1. Electrical equipment, appliances, or generators.
  - 10.13.2. Marquees or tents.
  - 10.13.3. Barbecues.
  - 10.13.4. Golf practice.
  - 10.13.5. Press, television or other broadcasting.
- 10.14. With the exception of guide dogs, dogs are not allowed at the sports grounds and/or other facilities except with the express permission of the head groundsman or his deputy. In no circumstances will dogs be allowed onto any of the pitches at the sports grounds. Where permission is granted, all dogs must be kept under strict control and all mess cleared up. Failure to do so will result in the owner being asked to remove the dog from the sports grounds and/or other facilities immediately.

- 10.15. The playing of music at the School facilities at 68 King's Road must cease at 23.30.
- 10.16. All cars and other vehicles must be parked in designated and permitted parking areas at the sports grounds and/or other facilities. In particular, no cars or other vehicles must be parked or left in entrances or exits to the sports grounds and/or other facilities or in or at neighbouring or adjoining premises. Parking will be reserved for disabled persons provided that the Hirer or the person has previously applied to the Enterprise Office in writing or by email as set out in Paragraph 4 above. All cars and vehicles parked at the sports grounds and/or other facilities and any items of property or equipment contained within them is at the Hirer's and/or owner's own risk.
- 10.17. It may be necessary for a member of staff of the School to be present during a particular booking or period of hire. In this event, the Hirer and other persons will be subject to the direction and control of the member of staff on duty at that time and must comply with any reasonable instructions issued or given by that member of staff.
- 10.18. Any dispute in relation to the proper use by the Hirer of the sports grounds and/or other facilities and/or any fixtures, fittings, furniture and equipment will be referred in the first instance to the Secretary to the Board of KHSE who may, in her absolute discretion, refer any such dispute to the Chair of the Board.

#### **11. Use of changing rooms**

- 11.1. In the event that the booking includes the use of the changing rooms the Hirer is responsible for:
- 11.1.1. Leaving the changing rooms in a clean and tidy state for subsequent users;
  - 11.1.2. Ensuring that both the electricity and water have been turned off after use.

#### **12. Studded And Spiked Footwear**

- 12.1. The Hirer and any other persons must remove studded and spiked footwear prior to entering the club house and changing facilities at the sports grounds.

#### **13. First Aid And Emergency Procedures**

- 13.1. In respect of each booking or period of hire the Hirer must nominate one or more persons who will be present at the event to be responsible for ensuring that all the activities that will take place during the event or period of hire are carried out in compliance with these terms and conditions.
- 13.2. The Hirer is responsible for undertaking his own prior risk assessment in respect of all the activities that will take place during the event or period of hire and for bringing any concerns about the health and safety of those taking part to the attention of the Enterprise Office as soon as possible and, in any case, prior to the event or period of hire.
- 13.3. The Hirer shall provide an adequate number of supervisors when other persons are invited or permitted to attend the event or activities for which the sports grounds and/or other facilities have been booked.
- 13.4. The Hirer must have and, if requested to do so, provide the Enterprise Office with a mobile telephone number for emergency use.
- 13.5. The Hirer is responsible for providing all appropriate First Aid facilities and services for all persons invited or permitted to attend the event or activities for which the sports grounds or facilities have been booked whether as a player, participant, spectator or guest.
- 13.6. If an ambulance is required, one person only nominated by the Hirer is required to telephone 999 stating the nature of the injury and the location of the injured person. In the case of an accident or injury at the sports grounds the address is King's House Sports Grounds, Riverside Drive, Dukes Meadows, London W4 2SH. The post code for satellite navigation purposes which should be given to the ambulance service is W4 2RZ.
- 13.7. In the event of an accident or injury, the Hirer shall inform the Enterprise Office by e-mail as set out in Paragraph 4 above as soon as possible and in any event within 48 hours of the accident or injury. An accident form will then be sent to the Hirer which must be completed and returned to the Enterprise Office as set out in Paragraph 4 above as soon as possible and in any event within 48 hours.
- 13.8. If a fire is discovered, the alarm should be sounded and one person only nominated by the Hirer is required to telephone 999 stating the nature and location of the fire. In the case of a fire at the sports grounds the address is King's House Sports Grounds, Riverside Drive, Dukes Meadows, London W4 2SH. The post code for satellite navigation purposes which should be given to the fire service is W4 2RZ.
- 13.9. In the event that it is necessary to evacuate the sports grounds the Hirer and/or the supervisors nominated by him must direct all other persons present to the main car park or onto the grassed area of the sports grounds depending on the nature and extent of the emergency. It is the responsibility of the Hirer to nominate one person

to determine the safest location for collection and to organise and direct all other persons accordingly.

13.10. In the event that an incident arises which requires the emergency services to be called, the Hirer must nominate one person to meet the emergency services and co-ordinate operations on behalf of the Hirer.

#### **14. Publicity and Advertising**

14.1. Unless the Hirer has obtained the prior consent of the Enterprise Office in writing or by email as set out in Paragraph 4 above, neither the name of the School nor its logo may be used on any publicity material or press reports in relation to non-School events.

14.2. The Hirer must obtain the prior consent of the Enterprise Office in writing or by email as set out in Paragraph 4 above in respect of all advertising material before the same is sent for printing.

14.3. Neither the Hirer nor any other person(s) is permitted to exhibit or display any advertising which has not been approved in advance by the Enterprise Office e.g. by fly posting etc. in relation to any event, activities or period of hire of the sports grounds and/or other facilities.

14.4. Neither the Hirer nor any other person(s) is permitted to advertise or announce any event, activities or period of hire of the sports grounds and/or other facilities until the booking or period of hire has been confirmed in writing by the Enterprise Office.

#### **15. Adverse or Inclement Weather**

15.1. In the event of adverse or inclement weather, the sports grounds will be inspected in advance by members of the grounds staff to ascertain their suitability for use by the Hirer.

15.2. If, in the opinion of the grounds staff, the sports grounds are not fit for use by the Hirer due to adverse or inclement weather conditions, the Hirer will be informed as soon as possible.

15.3. The decision of the grounds staff is final and no event or other activities will be permitted to take place in respect of the booking or period of hire under any circumstances.

15.4. If due to adverse or inclement weather conditions the sports grounds are not fit for use by the hirer, KHSE will use reasonable endeavours to re-arrange or carry over the event or other activities but this cannot be guaranteed.

15.5. After notifying the Hirer of the position and the reasons for it, KHSE will not be responsible for any losses or expenses howsoever caused or arising in relation to the booking or period of hire which the Hirer may have incurred or is liable to pay.

#### **16. School activities**

16.1. The School reserves the right to continue with its ongoing building, refurbishment and maintenance programmes. These may from time to time affect the sports grounds and/or other facilities. All reasonable efforts will be made by the School to ensure that the sports grounds and/or other facilities are not affected during a booking or period of hire and if this is not possible that any disruption is kept to minimum but this cannot be guaranteed. Any booking is made by the Hirer with this knowledge.

#### **17. Liabilities and insurance**

17.1. KHSE shall not be liable for any claim for death, bodily injury or illness howsoever caused or for the loss of or damage to property sustained by the Hirer and/or other person(s) using the sports grounds and/or other facilities or for any claims or damages whatsoever, including any claim resulting or arising from or in connection with the unavailability of or a variation to the sports grounds and/ or other facilities or to the services usually provided.

17.2. The Hirer is accordingly responsible for any death, bodily injury or illness and/or for the loss of or damage to property sustained by him and/or any other person(s) arising from or connected with the use by the Hirer of the sports grounds and/or other facilities during the period of hire.

17.3. The Hirer must indemnify and keep indemnified the School and KHSE in respect of any claim for death, bodily injury or illness howsoever caused or for the loss of or damage to property sustained by the Hirer and/or other person(s) using the sports grounds and/or other facilities or for any claims or damages whatsoever that result from or arise out of the use by the Hirer of the sports grounds and/or other facilities during the booking and/or period of hire.

17.4. The Hirer is required to have in force an appropriate policy of insurance and, if requested to do so, provide a copy of the same to the Enterprise Office covering all the activities that will take place during the booking and/or period of hire, including but not limited to "member to member" liability, liability for loss or damage to property

rented or leased and public liability insurance cover including cover for personal injuries, loss and damage to third parties with a limit of indemnity of:

17.4.1. In the case of an individual not less than £2,000,000.

17.4.2. In the case of a club, company or other organisation not less than £5,000,000.

17.5. KHSE's own policy of insurance in respect of Public / Product Liability covers its legal liability arising in connection with the use of the sports grounds and/or other facilities. Neither the Hirer nor any other person(s) shall do anything or permit anything to be done as a result of which this policy of insurance may become void or voidable or as a result of which the rate of premiums in respect of such policy may be increased.

## **18. Refusal and Termination**

18.1. KHSE in its absolute discretion may refuse or decline any application for the hire of the sports grounds and/or other facilities for any reason including but not limited to practical operational benefit or to protect the integrity and reputation of the School.

18.2. KHSE in its absolute discretion reserves the right to terminate the Contract of Agreement with the Hirer and, if necessary, to ask any other person(s) to leave the sports grounds and/or other facilities, if any sums due to KHSE have not been paid or if there is a breach of any of these terms or conditions. Any such termination shall be without prejudice to any right of action which KHSE may have against the Hirer in respect of such non-payment or breach of these terms and conditions.

## **19. Data Protection**

19.1. Please note that KHSE will only process the personal data you provide for the purposes of processing your booking, delivering the services and facilities set out in [this contract/insert relevant document in which scope of service is set out] and to let you know about similar services and facilities we offer. KHSE will only process this data where we have a "legitimate interest" to do so, it is necessary for or performing the contract or where KHSE is registered to do so by law. [KHSE may share your data with King's House School in order to provide the services.] Please follow this link [insert web address] to find further details about how your data may be processed, the rights you have and how you can complain if you have any concerns.