



# **Gordon Enterprises UK Ltd**

## **General Conditions of Hire**

**(Including Sports Hub facilities)**

## **Terms and Conditions**

**By booking GEUK Facilities the Hirer agrees to the General Conditions of Hire. It is the Hirer's responsibility to ensure that all members of their organisation, event or activity are familiar with and comply accordingly with these conditions.**

27 June 2024

#### Definitions used in these Terms and Conditions

“GEUK”	means The Gordon Enterprises UK Limited
“Hirer”	(a) means a person, organisation, club, firm, group, or company with whom the Hire Agreement is made; and (b) any person under the control of, connected with or on the Premises with the consent of the Hirer, including participants, members, leaders, and spectators
“Hire Agreement”	means the agreement between the Hirer and GEUK entered into upon GEUK notifying the Hirer in writing that it has accepted their booking.
“Hire Charges”	means the charges set forth in the Hire Agreement as varied from time to time in writing on GEUK’s behalf, including any late payment charges, deposits or interest amounts.
“Facilities”	means any part of Gordon’s School facilities to which the Hirer is permitted access as a result of a booking made in accordance with these Terms and Conditions
“Management”	means employees of The Gordon Foundation responsible for managing the day to day running of the Facilities.
“Booking”	means any and all periods of time during which the Hirer is permitted to use the Facilities and, where appropriate, the equipment as stated in the Hire Agreement
“Regular Booking”	means use of a Facility on a periodic basis (e.g., every week) as set out in the Hire Agreement
“Provider”	means The Gordon Enterprises UK Ltd.

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

## **1. Introduction**

This document sets out the terms and conditions on which the Facilities may be made available for hire by members of the public.

- a) These Terms and Conditions of Hire shall apply to the exclusion of any other terms and conditions contained or referred to in any order, letter, form of agreement or other communication sent by GEUK to the Hirer and the provisions of these Terms and Conditions of Hire shall prevail unless expressly varied in the Hire Agreement or otherwise in writing.
- b) Any concession made or latitude allowed to the Hirer shall not affect the strict rights of GEUK under these Terms and Conditions of Hire.
- c) GEUK reserves the right without prior notice at any time to alter or amend the whole or any of the Terms and Conditions of Hire.
- d) In the event of any dispute or difference arising as to the interpretation of these Terms and Conditions of Hire, or of any matter contained in them, the decision of GEUK shall be final.

## **2. Bookings**

2.1 All Bookings must be made via email to [tmundy@gordons.school](mailto:tmundy@gordons.school).

2.2 The Facilities are only for hire at the discretion of the Gordon's Lettings & Events Manager who shall have the absolute right to decline the application without offering reason.

2.3 Bookings are confirmed only following approval via SportsKey, by the Gordon's Lettings & Events Manager or their representative; in making the required payment the hirer accepts these terms and conditions of hire.

2.4 Previous use of Facilities is no guarantee that applications for subsequent bookings will be successful although every attempt will be made to accommodate recurrent bookings.

2.5 No Facility may be sublet or reassigned to any other organisation or individual nor assigned or sublet any right or benefit under it without the prior written consent of GEUK.

2.6 Nothing in the Hire Agreement shall have the effect of giving exclusive possession to any part of the Facilities to the Hirer or creating any tenancy between GEUK and the Hirer.

2.7 Block bookings will run for a minimum period of 10 weeks ending on the last session. The session will recur on a weekly basis at the same time and on the same day as the first session.

2.8 Hirers must keep to the designated areas of hire and not attempt to access any other areas of the Gordon's School.

## **3. Payment**

3.1 In consideration of the provision of the Facilities the Hirer agrees to pay the Hire Charges to GEUK: all invoices are to be paid within 14 days of the start of booking, unless otherwise agreed. For a one-off booking a deposit may be required. Failure to pay an invoice within the agreed time may result in the Hirer losing future bookings.

3.2 Invoicing for Block Bookings will be monthly in advance, unless the booking has VAT exemption, (please see below), these bookings should be paid in full prior to the first session:

VAT exemption rules

- 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 1 day but not more than 14 days (for a gap to be at least 1 day, 24 hours must elapse between the start of each booking). The length of the bookings may be different on different dates. There is no exception for gaps greater than 14 days if the facility is closed for any reason (such as the Christmas period).
- The booking is to be paid for as a whole and there is written evidence to the fact. This must include evidence that payment is to be made in full whether or not the right to use the facility for any specific booking is actually exercised. Provision for a refund given by the provider in the event of the unforeseen non-availability of their facility would not affect this condition.
- The facilities are booked out to a school, club, association or an organisation representing affiliated clubs or constituent associations, such as a local league.
- The person to whom the facilities are booked has exclusive use of them during the bookings

3.3 The Hirer agrees to pay the reasonable costs incurred by GEUK in repairing or replacing any of the Facilities or equipment lost, damaged, or destroyed by the Hirer and GEUK may include such costs as part of the Hire Charges previously invoiced.

3.4 In the event that the Hirer disputes whether certain amounts contained in an invoice are properly due but does not dispute all sums contained in the invoice, the Hirer shall pay promptly the sums not reasonably in dispute in accordance with these Terms and Conditions of Hire.

3.5 Save where the Hirer is disputing sums in good faith, in the event that sums due from the Hirer under these Terms and Conditions of Hire are overdue, GEUK shall be entitled, without prejudice to its other rights, to suspend the use of the Facilities by the Hirer whilst sums remain overdue or alternatively may terminate the Hire Agreement without notice.

3.6 Without prejudice to any other rights it may have GEUK shall be entitled (both before and after any judgement) to charge interest at a rate equal to the higher of the interest rate payable on court judgements or 2% above the base rate from time to time of the Bank of England on any overdue payments.

3.7 VAT is payable where applicable on the Hire Charges. Booking through SportsKey determines this.

## **4. Cancellation of a Booking**

### **4.1 One-off bookings**

4.1.1. Either party may cancel a one-off booking by giving notice in writing to the other not less than six (6) weeks before the date of the booking.

4.1.2. Where written notice of cancellation of a one-off booking by the Hirer is received less than six (6) weeks before the start of the Booking, GEUK shall be entitled to:

4.1.3 20% of the Hire Charge for that period where notice of cancellation is given less than six (6) weeks but more than four (4) weeks before the Hire Period

4.1.4 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

4.1.5 100% of the Hire Charge where notice of cancellation is given less than two (2) weeks before the Hire Period.

4.1.6 Where GEUK cancels a one-off booking less than six (6) weeks before the start of a booking, GEUK shall repay all Hire Charges paid to date in respect of such a Booking.

## **4.2 Regular Bookings**

4.2.1. Either Party may cancel a Regular Booking by giving notice in writing to the other by or before fourteen (14) days before the start of that Regular Booking. Where GEUK cancels a Regular Booking, it will endeavour to provide alternative facilities where practicable and should alternative facilities be unavailable, GEUK shall repay to the Hirer Charges paid in respect of that session.

4.2.2. If written notice of cancellation of a Regular Booking by the Hirer is received less than fourteen (14) days before the start of the Regular Booking, the Hirer shall be obliged to pay to GEUK the relevant Hire Charges as if the Regular Booking had taken place.

4.2.3 GEUK's staff shall have the authority, in the event of bad weather or any other reasons, to declare the Facilities unfit for use.

4.2.4. No refunds will be made for the non-use by the Hirer of booked Facilities.

## **5. Timings**

Booking times include the time required to set up prior to and clear up after each event. The Hirer should ensure that they are clear in time for the next booking to commence on schedule. Please note that Gordon's School activities (particularly sports fixtures) using the facilities may over-run, in which case they must be allowed to take priority.

## **6. Safeguarding**

- i. Where the Hirer is providing training, coaching or supervision of an activity or sport it is the Hirer's responsibility to ensure that the instructor/coach/supervisor has the relevant and appropriate level of knowledge, skills, and behaviour to undertake that function in accordance with the guidance laid down by the relevant Governing Body of the discipline concerned.
- ii. Where the Hirer is providing training, coaching or supervision of an activity or sport for participants under the age of 18 years, or adults or children suffering from mental or physical incapacity, whether voluntarily employed or contracted, it is the responsibility of the Hirer to ensure that an enhanced DBS check and other relevant employment references and checks have been completed prior to that individual undertaking any unsupervised training, coaching or supervision. GEUK reserves the right to request evidence of such references as and when it deems necessary.

- iii. Young persons under the age of 8 years cannot be left at the Facilities unattended and must be supervised by an adult at all times.
- iv. The Hirer understands that the facilities are within Gordon's School grounds which is a residential setting for children and young people. A such, the Hirer understands that the designated areas of hire must be adhered to.
- v. The hirer must report any safeguarding concerns regarding students of Gordon's School within 24 hours by emailing [safeguarding@gordons.school](mailto:safeguarding@gordons.school)
- vi. Where the Hirer is providing services or activities for anyone under the age of 18 they must have appropriate safeguarding and child protection policies and procedures in place. This is a condition of use and occupation of the premise. Failure to comply with this will lead to termination of the agreement.
- vii. The Hirer should have consideration of the non-statutory guidance 'keeping children safe during community activities, after school clubs and tuition.'
- viii. The Hirer must complete the 'Safeguarding arrangements for external use of Gordon's School Facilities' form as directed by the Lettings & Events Manager. This includes sharing of the Hirer's safeguarding and child protection policy as directed in the form. The Hirer's Designated Safeguarding Lead can liaise with the School's Designated Safeguarding Lead via [safeguarding@gordons.school](mailto:safeguarding@gordons.school) as required.
- ix. The school will follow its own safeguarding and child protection policy if it is made aware of any safeguarding concerns during the use of its facilities. This may include liaison with the Hirer's DSL, Surrey Children's Single Point of Access and Surrey Local Authority Designated Officer.

The Hirer is responsible for the safety of all participants. In the event of an emergency, all participants must follow the instructions of the Sports Hub staff. GEUK accepts no liability for any personal injury suffered by any participant unless caused by GEUK's negligence.

#### **7. Car Parking**

Users of the Sports Facilities may only use the Gordon's School car park on the north side of Bagshot Road. There are separate entrances for 'In' and 'Out' which must be respected. Other bookings may use the main site for car parking but only with permission of the Lettings & Events Manager. GEUK accepts no responsibility for the safety of vehicles parked on these premises.

#### **8. Catering**

8.1 Gordon's School is a nut-free school which must be respected by all Users.

8.2 Only food and drink purchased at the Premises may be consumed in the Sports Hub Café. The Hirer shall not be allowed, without the prior written agreement of the Gordon's Lettings & Events Manager, to provide or sell any food or other refreshment at the Facilities.

8.3 No food, hot drinks, chewing gum or glass bottles are allowed in the Sports Hall, on the pitches or courts or surrounding areas.

#### **9. Advertising / Publicity**

9.1 No flags, emblems, decorations, posters, or advertisements will be permitted inside or outside the Facilities without the permission of GEUK.

9.2 GEUK does not take any responsibility for photographs and/or videos that may be made by the Hirer while using the Facilities. The Hirer is responsible for seeking parental or an individual's agreement to be photographed or videoed.

9.3 No Hirer will grant sound or television broadcasting or filming rights without the prior written consent of the Gordon's Lettings & Events Manager. Gordon's School holds PPL and PSL Licences and must ensure that any such broadcasting or filming is compliant with such licences.

9.4 No cameras or other photographic apparatus may be brought into or used within the Facilities for commercial purposes without the agreement of GEUK. Cameras may only be used in designated areas for private use, provided that prior agreement of the Gordon's Commercial & Development Manager has been obtained and provided no nuisance or annoyance is thereby caused.

9.5 No Hirer may use the Gordon's logo in any advertising or publicity materials without the written agreement of GEUK.

#### **10. Theft**

GEUK accepts no responsibility for the security, loss, or damage to personal property. All persons using the Facilities must take their own precautions to protect their property. No personal lockers are provided. When appropriate, keys can be provided to the Hirer to lock changing rooms for an individual hire period at the end of which the keys must be returned to the Sports Hub Assistant.

#### **11. General**

The Hirer shall:

- (a) Not use the Facilities for any purpose other than those expressly permitted by GEUK.
- (b) Not use the Facilities other than at the times expressly permitted by GEUK.
- (c) Not cause any damage to the Facilities or permit any such damage to be caused.
- (d) Not permit any markings to be made on any grass areas, pitches, or hard surfaces without the prior written agreement of GEUK
- (e) Not interfere with or adversely affect the use of the Facilities by GEUK or others authorised to use it.
- (f) Not cause a disturbance or nuisance to the owners or residents of property in the vicinity of the Facilities
- (g) Ensure that the Hirer (i) fixes nothing to the structure, or any of the contents, or in the grounds of the Facilities and (ii) marks, soils, or damages the structure, contents, or grounds of the Facilities (iii) damages or removes any of the contents of the Facilities or (iv) tampers with any heating, electrical or water installations at the Facilities.
- (h) Not charge entrance money or sell programmes unless agreed in advance with the Lettings & Events Manager.

#### **13. Safety Rules**

The Hirer is responsible for the safety of all participants. In the event of an emergency, all participants must follow the instructions of the Sports Hub Assistant. GEUK accepts no liability for any personal injury suffered by any participant unless caused by GEUK's negligence.

- (a) The GEUK Health & Safety Policy ('the Policy') shall be issued to all Hirers who must make themselves and all Users aware of the relevant sections of the Policy. GEUK confirms that all fire prevention and environmental health standards are met, and the necessary arrangements are made for the security of Hirers and staff.
- (b) The Facilities are **NON-SMOKING**, including vapes and e-cigarettes. Hirers must not smoke on the Facilities and will be required to leave if found smoking.
- (c) The Hirer shall not engage in any conduct that is likely to endanger their own or others' Health & Safety.
- (d) The Hirer shall ensure that its members do not interfere with any fire prevention, fire detection or firefighting equipment within the Facilities. It is a criminal offence for anyone to tamper with fire or safety equipment. Any person caught doing so may be liable to criminal prosecution.
- (e) It is the duty of the Hirer to report to the GEUK staff on duty at the time of the incident (who will be responsible for advising the Gordon's Lettings & Events Manager) any accident or injury suffered at the Facilities. This information is required in order to comply with health and safety obligations and for insurance purposes.
- (f) The Hirer is responsible for ensuring that all portable electrical goods brought into the Facilities are of a standard that meets UK electrical safety legislation and where relevant have been Portable Appliance Tested (PAT) by a qualified electrician. GEUK reserves the right to request copies of certification.
- (g) The Hirer understands and agrees that it is a condition of the Terms and Conditions of Hire that all Safety Rules and any verbal instructions as set out in these Terms and Conditions of Hire are complied with at all times. GEUK reserves the right to terminate these Terms and Conditions of Hire immediately should the Hirer and /or its Users breach this.
- (h) Authorised representatives of GEUK and Gordon's School shall have free access to all Facilities at all times.
- (i) No dogs, except Assistance dogs, shall be permitted on the Facilities at any time. If found, owners will be asked to leave the Facilities immediately.

### **13. First Aid**

The Hirer should arrange for first aid qualified personnel, and adequate first aid kit, to attend medical emergencies during each Booking.

For tournaments, competitions, or large events the Hirer shall, where required by GEUK, contact the British Red Cross, St John's Ambulance or similar provider and arrange to have a qualified person(s) in attendance, at the Hirer's cost.

### **14. Intoxicating Liquors and Substances, Gambling**

14.1 The Hirer will not bring on the Facilities any illegal drugs or other illegal substances.

14.2 The Hirer will not bring onto or consume on the Facilities any intoxicating liquors; the only alcoholic drinks that may be consumed on site are those purchased on site, except with the express agreement of the Commercial & Development Manager.

14.3 The Hirer shall ensure that all bottles, cans, and litter are removed at the end of each period of use, save where the same have been provided as part of catering arrangements provided by GEUK.



14.4. The Hirer shall not permit any form of gambling to take place on the Facilities during a Period of Hire.

#### **15. Damage to Property**

The Hirer shall be responsible for any damage, other than fair wear and tear and depreciation, to the Facilities (and any equipment belonging to any individual or organisation).

Any damage caused to grounds, buildings, fixtures, furniture, or equipment belonging to GEUK in the opinion of the Gordon's Lettings & Events Manager other than through fair wear and tear, will be repaired by GEUK and the cost will be met by the Hirer.

It is the Hirer's responsibility to supervise the use of any equipment and to ensure its safe return. The Hirer shall be liable for any damage, loss or theft of any equipment used, and for the safe and appropriate use of such equipment.

No screws or nails shall be driven into the walls, floors or ceiling of the Facilities or its furniture, fixtures, or fittings.

#### **16. Cleaning**

It shall be the responsibility of the Hirer to ensure that Facilities used are maintained in a clean and tidy state at all times. The cost of any excessive cleaning and ground restoration will be charged to the Hirer.

#### **17. CCTV**

- (a) In the interests of security and health and safety of staff and Hirers, GEUK may operate CCTV cameras at various points inside and outside the Facilities.
- (b) Access to recorded images is restricted to authorised members of staff only.

#### **18. Data Protection**

The Gordon Foundation deals with all information provided by the Hirer in accordance with applicable legislation such as the Data Protection Act 2018.

#### **19. Indemnification and Hold Harmless.**

GEUK agrees that it shall indemnify, defend and hold harmless the Hirer, its respective officials, directors, employees, members and agents (collectively, the "Indemnitees"), from and against any and all damages, claims, losses, expenses, costs, obligations and liabilities (including, without limitation, reasonable legal fees), suffered directly or indirectly by any of the Indemnitees to the extent of, or arising out of,

- (a) any breach of any covenant, representation or warranty made by GEUK in this Agreement,
- (b) any failure by GEUK to perform or fulfil any of its obligations, covenants or agreements set forth in this Agreement, (iii) the negligence or intentional misconduct of GEUK, any subcontractor of GEUK, or any of their respective employees or agents,
- (c) any failure of GEUK, its subcontractors, or their respective employees to comply with any Applicable Law, (v) any litigation, proceeding or claim by any third party relating in any way

to the obligations of GEUK under this Agreement or GEUK's performance under this Agreement.

Such obligation to indemnify shall not apply where the damage, claim, loss, expense, cost, obligation or liability is due to the breach of this Agreement by, or negligence or wilful misconduct of, Hirer or its officials, directors, employees, agents or contractors. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this paragraph. The indemnity obligations of GEUK under this Article shall survive the expiration or termination of this Agreement for two years.

**20. Miscellaneous**

- (a) **Insurance.** GEUK and Hirers shall have the relevant insurance covers in place with a reputable insurance company. Hirers must have public liability insurance (£10million) for use of the Facilities and will be required to provide current evidence of such insurance when requested by GEUK. In the event that a Hirer is not able to obtain appropriate insurance cover, temporary cover can be purchased for a limited period through GEUK.
- (b) **Force Majeure:** GEUK will not be deemed to be in breach of these Terms by reason of any delay or failure to perform in accordance with these Terms, if such delay or failure is due to any cause beyond the reasonable control of GEUK. We may cancel any Hire Agreement if the Facilities or any part of the building or grounds, are rendered unfit or become unavailable due to unforeseen circumstances. This includes, but is not limited to, Acts of God, fire, lightening, explosion, war, disorder, terrorism (actual or threatened), security reasons, school lockdown, flood, pandemic or epidemic, industrial disputes (whether or not involving our employees), failures or interruptions of electricity, gas or water supplies, weather of exceptional severity or act of local or central government or other authorities.
- (c) **Third Party Rights.** Unless it expressly states otherwise, these Terms do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of these Terms.
- (d) **Law and Jurisdiction.** These Terms and Conditions are governed by English Law and the parties submit to the exclusive jurisdiction of the English courts.
- (e) **Entire Agreement.** These Terms and Conditions, including any booking forms 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.

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**20. Complaints**

Any complaint by the Hirer arising out of the Booking must be made in writing to the Commercial & Development Manager.

Signed.....

Club Represented.....

Date.....