





THE COOPERS' COMPANY
AND COBORN SCHOOL

Love as Brethren

Lettings Policy

  <p>THE COOPERS' COMPANY AND COBORN SCHOOL</p> <p><i>Love as Brethren</i></p>	Name of school	The Coopers' Company and Coborn School
	Policy review date	March 2024
	Date of next review	March 2025
	Who reviewed this policy?	Mrs R Sanderson
	Approved by the Headteacher	March 2024

Introduction

1. The Trust regards the school buildings and grounds as a community asset and will make every reasonable effort to enable them to be used as much as possible by the local community.
2. The Trust welcomes the opportunity to work with partner organisations in extending the range of opportunities to help pupils achieve their full potential by engaging with local groups and services meeting the wider needs of our pupils, families and the local community. However, the overriding aim of the Trust is to support the school in providing the best possible education for its children and any lettings of the premises to outside organisations will be considered with this in mind.
3. The school's delegated budget (which is provided for the education of its pupils) will not be used to subsidise any lettings by community or commercial organisations. A charge will be levied to meet the additional costs incurred by the school in respect of any lettings of the premises.
4. The Trust reserves the right to:
 - i. refuse applications without giving a reason
 - ii. have a representative present at any function
 - iii. terminate any activity not properly conducted

Definition of a Letting

5. A letting may be defined as "any use of the school premises (buildings and grounds) by either a community group (such as a local music group or football team), or a commercial organisation (such as the local branch of 'Weight Watchers')". Lettings can be single use i.e. on one occasion or regular use i.e. the same day and time each week.
6. A letting must not interfere with the primary activity of the school, which is to provide a high standard teaching and learning environment for all its pupils
7. The following activities fall within the corporate life of the academy. These activities are not considered to be lettings and costs arising from these uses are therefore a legitimate charge against the academy's delegated budget:
 - i. Trust Board and Governing Board meetings
 - ii. Extra-curricular activities for pupils organised by the Academy
 - iii. Academy performances or events
 - iv. Parents' evenings and meetings
 - v. PTFA meetings and events
8. Care should be taken to ensure that any lettings are consistent with Trust values. The following activities are not considered to be appropriate for lettings:
 - i. Commercial activities with little potential to generate income or support for the academy
 - ii. Activities or events of a political nature
 - iii. Activities or events which might bring the Academy into disrepute.
 - iv. Activities that undermine the educational integrity of the school.

Roles, Responsibilities and Administration of Lettings

9. The Governing Board delegates responsibility to the Finance & Strategy Committee for:

- i. Approving this Policy and ensuring that it is reviewed regularly
- ii. Approving the hire charges for the letting of academy premises and reviewing them regularly (see Appendix 1)
- iii. Setting the Terms and Conditions of Hire for lettings (see Appendix 2)
- iv. Approving the Health and Safety Policy and ensuring it is reviewed regularly
- v. Ensuring that the Trust has appropriate insurance arrangements in place

10. The Headteacher is responsible for:

- i. the management of lettings. The Headteacher may delegate all or part of this responsibility to the Lettings Manager, whilst still retaining overall responsibility for the lettings process.
- ii. If the Headteacher has any concern about whether a particular request for a letting is appropriate or not, they will consult with the Chair of Finance & Strategy Committee.

12. The Lettings Manager is responsible for:

- i. Managing the day-to-day lettings of the premises and ensure effective communication between all parties concerned
- ii. Maintaining accurate records of all bookings via the online bookings portal
- iii. Confirming bookings using the online bookings portal
- iv. Checking and filing insurance and safeguarding documentation provided by hirers
- v. Arranging duty site staff for lettings
- vi. Ensuring facilities are as required by hirers
- vii. Ensuring appropriate training for hirers or appropriate member of staff is present when any specialised equipment or accommodation is hired
- viii. Monitoring all hirers to ensure all aspects of the contract are being adhered to and that facilities are left ready for academy use
- ix. raising invoices and chasing any outstanding payments
- ix. Ensuring that the lettings procedures are followed

13. Hirers are responsible for:

- i. Adhering to the procedures and Terms and Conditions of Hire

Charges and Bookings

14. The Finance & Strategy Committee is responsible for setting charges for the letting of the school premises. All charges will be reviewed and set annually in consultation with the Head of Finance and the Lettings Manager

15. A charge may be levied to cover the following:

- i. Cost of services (heating and lighting)
- ii. Cost of staffing (additional security, caretaking and cleaning) - including “on-costs”
- iii. Cost of administration
- iv. Cost of “wear and tear”
- v. Cost of use of school equipment (if applicable)
- vi. Profit element (if appropriate).

16. The charges review will take place during the spring term, for implementation from the beginning of the next financial year, with effect from 1st September of that year. Current charges will be provided to hirers in advance of any letting being agreed (see Scale of Charges Schedule – Appendix 1)

17. All bookings will be made directly with the academy, via the bookings portal and supported by a copy of the Academy Booking Terms and Conditions signed by the hirer.

18. In considering request for lettings consider the following:

- i. whilst the academy will try to accommodate all requests, the academy and current hirers will be given priority
- ii. other considerations include the type of event, site supervision availability, the number of other lets coinciding and the suitability of our accommodation

VAT

19. In general, the letting of rooms for non-sporting activities is exempt of VAT, whereas sports lettings are subject to VAT (although there are exemptions to this under certain circumstances).

Public Liability and Accidental Damage Insurance

20. All Hirers, whether groups or individuals, are responsible for arranging their own public liability insurance and to ensure the insurance covers all their legal liabilities for accidents resulting in injuries to persons (including all participants in the activity for which premises are being hired). This cover must also extend to include loss or damage to the premises of the academy site arising out of the letting. The minimum limit for this insurance cover is £5 million. Evidence of the appropriate cover will be required in advance of any hire and will be subject to annual review.

Security

21. The Headteacher or designated member of academy staff, has delegated authority to determine the security risk for each letting and will be responsible for allocating a continuous security presence or other appropriate control measure.

Safeguarding and the Prevent Duty

22. Any organisation submitting a lettings request involving working with children and/or young people must submit to the school a signed copy of their current Child Protection Policy.

22. All hirers must state the purpose of the hire. Each application will be vetted by the Academy Lettings Manager and any concerns will be reported to the Headteacher prior to approval.

24. When determining whether to approve an application, the Headteacher or person with designated responsibility will consider the following factors:

- i. The type of activity
- ii. Possible interference with school activities
- iii. The availability of facilities
- iv. The availability of staff
- v. Health and safety considerations
- vi. The school's duties regarding the prevention of terrorism and radicalisation
- vii. Whether the letting is deemed compatible with the ethos of the school

25. An application will not be approved if it:

- i. Is aimed at promoting extremist views.
- ii. Involves the dissemination of inappropriate materials.
- iii. Contravenes the statutory Prevent duty.
- iv. Is likely to cause offence to public taste and decency (except where this is, in the opinion of the Headteacher, balanced or outweighed by freedom of expression or artistic merit).

26. The Lettings Manager will file an incident report form if they have reason to believe that the letting has been used for political purposes not previously authorised, the dissemination of inappropriate material or any other purpose that contravenes the Prevent duty.

27. Where an individual or group is found to be promoting views in contravention of the school's Prevent duty, the person or group is guilty of an offence, under the Education Act 1996, and liable on summary conviction to a fine. In addition, the school will contact the police who will remove the person or group from Trust premises.

Cancellations

28. By the Hirer: Cancellations should be made in writing at least 48 hours before the proposed letting, otherwise the Hirer will still be liable for the standard charges. In the event of a cancellation being made at the appropriate time, the school will credit the Hirer for a free booking the following term, if applicable, or refund the fee if no further bookings are required.

29. By the Academy: If the Academy finds it necessary to cancel a booking, as much notice as possible will be given, generally not less than 24 hours and, where possible, alternative accommodation will be offered. If this is not possible, a refund will be made. The Academy will accept no liability in respect of commitments incurred by the Hirer due to such cancellations.

Review

30. This policy will usually be reviewed every 3 years during the Spring Term and at any other time as may be deemed necessary.

Appendix 1

Scales of Charges

Name	Standard hourly rate (Ex. VAT)
All Weather Pitch 1 with Floodlights	£34.00
All Weather Pitch 2 with Floodlights	£34.00
All Weather Pitch 3 with Floodlights	£34.00
All Weather Pitch - Whole	£50.00
Classroom 1 H Block	£22.00
Classroom AN1	£27.50
Classroom General	£16.50
Classroom H Block	£22.00
Classroom PE1	£16.50
Drama Studio 1	£27.50
Drama studio 2	£27.50
Field 1 - Rugby	£55.00
Field 2 - Rugby	£55.00
Field 3 - Rugby	£55.00
Field 4 - Football	£66.00
Field 5 - Cricket Pitch Grass	£55.00
Field 6 - Cricket Pitch Astro 2	£34.00
Field 7 - Cricket Pitch - Astro 1	£34.00
Gymnasium	£28.60
Main School Theatre	£38.50
Mirrored Dance Studio	£27.50
Music Room 1	£27.50
Music Room 2	£27.50
Music Theatre	£33.00
Sports Hall - Whole	£44.00
Swimming Pool	£48.00
Teaching Kitchen 1	£55.00
Teaching Kitchen 2	£55.00
Tennis / Netball Court 1	£16.50
Tennis / Netball Court 2	£16.50
Tennis / Netball Court 3	£16.50
Tennis / Netball Court 4	£16.50
Whole Site	On a case by case basis

Appendix 2

Terms & Conditions of Hire

Terms and Conditions

Please read these terms of service ("**Terms**") thoroughly before using or registering to use the BookingsPlus Services (as defined in Clause 1).

These Terms (together with the documents referred to in them) tell you the terms and conditions on which you may make use of the BookingsPlus Services. These Terms are between you (as defined below) and Kajima Partnerships Limited.

By accessing, registering for, or using the BookingsPlus Services you agree to be legally bound by all terms, policies and guidelines detailed or incorporated by reference in these Terms. Violation of any provision of these Terms may result in termination of your account and removal of Your Data (as defined in Clause 1).

These Terms clearly define our relationship and respective responsibilities. These Terms are designed to be fair, open and accessible. If you require further clarification on any of these Terms please do not hesitate to contact Kajima Partnerships Limited.

▪ Definitions

"Administration System" means a bookings and payments system to allow members of the public to book facilities at your school and to pay you for such bookings, as further described in paragraph 2 of schedule 1 of these Terms.

"Authorised User" means any individual that we have agreed with you is to be provided with a password and access key to use the BookingsPlus Services as a result of your subscription to the BookingsPlus Services.

"BookingsPlus Services" means the resources to which we provide you access through our BookingsPlus website to allow you to administer and process the hiring of facilities at your school which includes (1) the Website Front End; (2) the Content Management System; and (3) the Administration System, each of which are based upon the Ruby on Rails open-source web framework.

"Content Management System" means the system which allows publishing, editing, modification and maintenance of the information on the Website Front End.

"Contract Year" means:

- the period from the date upon which you enter into these Terms until 31 December of the same calendar year;
- the period from 01 January of each subsequent calendar year until the earlier of 31 December of that calendar year or date upon which these Terms are terminated.

"Customer Services and Support Specification" means:

- providing a helpline to provide advice in respect of your use of the BookingsPlus Services which can be contacted by telephone or email and which is staffed from 09:00 to 17:30 on Working Days;
- providing updates to the BookingsPlus Services where the Ruby on Rails open-source web framework is updated;
- providing training to your Authorised Users in respect of how to add text and photographs to the Website Front End;

- providing assistance in respect of you putting into place a merchant account with a payment gateway provided of your choice; and
- migration of any bookings, in place prior to the date of the BookingsPlus Services becoming available to you, in respect of your school from an access database or from Excel format to the BookingsPlus Services.

“Default Interest Rate” means 5% above the base rate from time to time of HSBC Bank plc.

Indexation means the adjustment to reflect the effects of inflation after the date upon which you enter into these Terms. The adjustment shall be measured by changes in the Retail Prices Index as calculated in accordance with the following formula:

Minimum Payment x RPI_n/RPI_o

Where RPI_n is the value of the Retail Prices Index published in the month preceding each anniversary of the date upon which you entered into these Terms and RPI_o is the value of the Retail Prices Index in respect of the month preceding the month in which you enter these Terms.

“Initial Payment” means a one off setup fee as per quotation.

“Insolvency Event” means (a) other than for the purposes of a bona fide reconstruction or amalgamation, the relevant party passing a resolution for its winding up, or a court of competent jurisdiction making an order for it to be wound up or dissolved, or that party being otherwise dissolved; or (b) the appointment of an administrator of, or the making of an administration order in relation to, the relevant party, or the appointment of a receiver or administrative receiver of, or an encumbrancer taking possession of or selling, the whole or any part of the entity’s undertaking, assets, rights or revenue; or (c) the relevant party entering into an arrangement, compromise or composition in satisfaction of its debts with its creditors or any class of them, or taking steps to obtain a moratorium, or making an application to a court of competent jurisdiction for protection from its creditors; or (d) the relevant party being unable to pay its debts, or being capable of being deemed unable to pay its debts, within the meaning of section 123 of the Insolvency Act 1986; or (e) the relevant party entering into any arrangement, compromise or composition in satisfaction of its debts with its creditors.

“Intellectual Property” means patents (including rights in and/or to, inventions), trademarks, service marks, trade names and business names (in each case including rights in goodwill attached thereto), design rights, rights in and/or to internet domain names and website addresses, copyright (including future copyright), database rights, rights in and to confidential information (including know how and trade secrets), and all other intellectual property rights, in each case subsisting at any time in any part of the world (whether registered or unregistered) and (i) any pending applications or rights to apply for registrations of any of these rights that are capable of registration in any country or jurisdiction; and (ii) any similar or analogous rights to any of these rights, whether arising or granted under the laws of England and Wales or in any other jurisdiction.

Minimum Payment means £150 (one hundred and fifty pounds) as adjusted in accordance with Indexation

“Quarter” means each of 01 January to 31 March, 01 April to 30 June, 01 July to 30 September and 01 October to 31 December.

“Quarterly Payment” means, subject to Clause 7.10, the greater of (a) 3% of the total amount of payment net of VAT due to you in respect of bookings made at your facilities during the relevant Quarter (b) the Minimum Payment.

Retail Prices Index or RPI means the Retail Prices Index (All Items) as published by the Office for National Statistics from time to time

“us”, “we”, or “our” means Kajima Partnerships Limited(‘s).

“VAT” means value added tax.

“Website Front End” means the images and text which can be accessed by the public via the internet, as further described in paragraph 1 of schedule 1 of these Terms.

“Working Days” means Mondays to Fridays, excluding any public holidays in England and Wales.

“you” or “your” mean the company or other legal entity entering into these Terms by accessing or using the BookingsPlus Services. Where the context so requires, “you” or “your” includes your Authorised Users.

“Your Data” means all personal and other data collected and stored by the system on behalf of you, including customer records, transactions, inventory items and statistics.

▪ **General usage**

- You may access and use the BookingsPlus Services only for your internal business purposes as contemplated by these Terms. You shall not (a) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, or otherwise commercially exploit or make the BookingsPlus Services available to any third party, unless otherwise stated in your agreement with us; (b) use the BookingsPlus Services to process data on behalf of any third party; or (c) use the BookingsPlus Services in any unlawful manner or in any manner that interferes with or disrupts the integrity or performance of the BookingsPlus Services and its components.
- You shall not use the BookingsPlus Services to (a) send unsolicited e-mails or text messages; (b) to communicate, store or distribute anything offensive; (c) to promote anything illegal, harass anyone; or (d) distribute content which is in violation of any other party’s rights, including, but not limited to, copyrights and privacy and publicity rights.
- You shall not use the BookingsPlus Services if you are our competitor, except with our prior written consent. In addition, you may not use the BookingsPlus Services for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes.
- You shall not attempt to duplicate, modify, or disclose any portion of the BookingsPlus Services.
- You shall not attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form any software which becomes available to you through your use of the BookingsPlus Services (“Software”), except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties.
- You shall not attempt to obtain, or assist others in obtaining, access to the BookingsPlus Services other than as provided under Clause 2.1.

▪ **Registration and BookingsPlus Services accounts**

- If you register for an account to use the BookingsPlus Services you agree to (a) provide accurate, current and complete registration information (“**registration information**”) to us; (b) maintain the security of your password and access keys; (c) keep your registration data, and any other information you provide to us in relation to the BookingsPlus Services, accurate, current and complete.
- You are responsible for any and all activity on your BookingsPlus Services account, and for all third party charges incurred, including (but not limited to); (a) any charges made in respect of card payments; and (b) any charges made in respect of payment using GoCardless.
- You agree and acknowledge that any password and access keys provided to you may only be provided to and used by one Authorised User. A single set of password and access keys shared by

multiple people is not permitted. You may create separate passwords and access keys for as many Authorised Users as you wish.

- You are responsible for the actions of all of your Authorised Users and any other person who accesses the BookingsPlus Services using a password and access key provided to you, and to ensure all such Authorised Users and other persons adhere to these Terms.
- **Data protection**
- All of Your Data is inherently owned by you. We shall, subject to the other provisions of these Terms maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data. We shall, subject to the other provisions of these Terms, not modify, redistribute or aggregate Your Data without prior consent from you. Your Data will be stored on services located at [INSERT LOCATION] and will only be accessible to staff who need such access in order to facilitate the provision of the Bookingsplus Services to you.
- When processing bookings we may be required to disclose personal and transactional information to payment gateways, including, but not limited to, GoCardless, or other associated services for the purposes of processing the applicable booking, and subject to such disclosure, we will not rent, sell, share or disclose your information to third parties without your consent except as compelled by law. In such event (if lawfully permitted to do so) we shall inform you.
- You may ask us to export Your Data to you at any time in CSV format. Where you so request we will do so as soon as reasonably practicable.
- We reserve the right to access any or all of your accounts in order to respond to your requests for technical support, conduct systems audits and quality assurance.
- When our agreement to allow you to use the BookingsPlus Services has terminated in accordance with Clause 9 and you have paid to us all payments due from you to us in respect of your use of the BookingsPlus Services ("**End Date**"), we will (subject to the following provisions of this Clause 4.5 and any contrary obligation imposed on us by law, regulation or regulatory authority) remove all of Your Data from the system. We reserve the right to hold Your Data in any form for up to 30 days from the End Date to the extent necessary to facilitate the discharge of any liability which either we or you may have to the other.
- Subject to the other provisions of this Clause 4, information other than Your Data may be retained by us in any form for as long as reasonably required. This does not include personally identifiable information on you or your customers, employees or detailed financial information of your business or any other personal data.
- We will process any Personal Data you provide to us in accordance with our obligations pursuant to the General Data Protection Regulation ("**GDPR**"). "Personal Data" shall have the meaning assigned to it in the GDPR.
- You agree that we have the right to monitor the BookingsPlus Services electronically from time to time and to disclose any information resulting from such monitoring as necessary to satisfy the law and regulation.
- Your Data is also subject to our Privacy Policy which can be found at [here](#)
- **Intellectual Property**
- All Intellectual Property rights and all materials in each case comprising or contained in the BookingsPlus website and any of the BookingsPlus Services are owned by, or as the case may be, licenced to, us.

- The materials contained on or comprising the BookingsPlus website may not be copied or redistributed for commercial or private purposes of any kind without our prior written permission. If you reproduce, copy or re-sell any part of the BookingsPlus website in contravention of these terms and conditions, your right to use the BookingsPlus website will end immediately and you must, at our option, either return or destroy any copies of the material you have made.
- We grant you a non-transferable and limited personal licence to access and use the BookingsPlus website. This licence is conditional on your continued compliance with these Terms.
- You shall retain ownership of any content or material you provide, submit, upload, post, share or otherwise make available through the BookingsPlus website ("**User Content**"). This licence continues even if you stop using the BookingsPlus website. You must have the necessary rights to grant us this licence for any such content or material.
- **Hosting, security and availability**
- You agree that the security of your account is solely your own responsibility. You further agree that if you believe the security of your account has been compromised in any way, you will notify us immediately. You shall be held fully responsible for any misuse or compromise to your account of which we are not properly notified.
- You agree that if we believe any security violations have occurred in association with your account, we have the right to immediately suspend your access to the BookingsPlus Services pending an investigation regarding any aspect of our provision of services to you (including services sold to you). We will cooperate with law enforcement authorities in the investigation of suspected criminal violations (including by disclosing your identity to law enforcement authorities, where required). Any use of the BookingsPlus Services to engage in software piracy or other violations of law will result in immediate account suspension and be immediately reported to the appropriate authorities. Where you violate the system or network security, you or the relevant individual or individuals may incur criminal and/or civil liability.
- You may not use the BookingsPlus Services network to attempt to circumvent user authentication or security of any host, network, or account. This includes, but is not limited to, accessing data not intended for you, logging into a server or account you are not expressly authorised to access, password cracking, probing the security of other networks in search of weakness, or violation of any other organisation's security policy.
- You may not attempt to interfere or deny service to any BookingsPlus Services user, host or network. This includes, but is not limited to, flooding, mail bombing, or other deliberate attempts to overload or crash a host or network.
- We perform periodical server backups. However we are not responsible for files and data residing on your account. You agree to take full responsibility for files and data transferred and to maintain all appropriate backup of files and data stored on the servers used in respect of the BookingsPlus Services.
- We host both dedicated and cloud servers in the UK with Amazon Web Services (AWS) unless otherwise specified in your Terms.
- You may not place third party software or applications on the servers in relation to the BookingsPlus Services without prior written acceptance from us. This includes embedding of iframes and HTML forms.
- We reserve the right to refuse to post or to remove any information or materials, in whole or part, that, in our sole discretion, are unacceptable, undesirable, or in violation of these Terms.

- We reserve the right to change, suspend or discontinue, including, but not limited to, for maintenance and repair, any aspect of the BookingsPlus Services and content and impose limits on the BookingsPlus Services.
- We will use our reasonable endeavours to ensure that the BookingsPlus Services are provided continuously and that your access to the BookingsPlus Services and general access to the Website Front End is not interrupted by any event within our control. We will notify you in advance of planned downtime, which, if reasonably practicable, will be scheduled outside Working Hours.
- **Fees and billing**
- In consideration of our provision of the BookingsPlus Services in accordance with these Terms, you agree to pay to us; (a) the Initial Payment; and (b) the Quarterly Payment in accordance with the provisions of this Clause 7.
- You shall pay to us Initial Payment immediately upon entering into these Terms with us. You shall pay to us this payment within 30 Working Days of receipt of our invoice in respect of that payment.
- Within the 5 Working Days immediately following the end of each Quarter we shall invoice you for payment of the Quarterly Payment in respect of the Quarter just ended.
- Subject to Clause 7.7 you shall pay to us each Quarterly Payment within 30 days of receipt of an invoice in respect of such Quarterly Payment.
- If you receive an invoice in respect of a Quarterly Payment which you reasonably believe includes a sum which is not valid and properly due:
 - you shall notify us in writing within 5 Working Days;
 - where you so notify us, where we agree (acting reasonably) that the relevant invoice includes a sum which is not valid, we shall re-issue the invoice within 5 Working Days and the provisions of Clause 7.6 shall apply in respect of such a re- issued invoice; and
 - where we do not re-issue an invoice within 5 Working Days you shall be obliged to pay the original invoice within 30 days of the date upon which you originally received it.
- You agree that the Initial Payment is non-refundable once the BookingsPlus Services become available for your use. If, for reasons within our control, the BookingsPlus Services do not become available for your use within 3 months of the date upon which we received your payment of the First Initial Payment we shall, where you so request, refund to you the First Initial Payment within 30 days and these Terms shall immediately terminate.
- You agree that, upon termination or expiry of these Terms, we may invoice you within 5 Working Days in respect of the amount of any Quarterly Payment in respect of the Quarter during which such termination occurs along with any other charges outstanding from you to us in respect of the BookingsPlus Services ("Final Invoice"). The provisions of Clause 7.6 shall apply to the Final Invoice.
- Interest shall be payable on late payment of any charges due under these Terms at the Default Interest Rate.
- You agree that you shall be obliged to continue to pay us the Quarterly Payment in respect of the period up to the date that termination of these Terms occurs in accordance with Clause 9.
- We agree that the aggregate of the Quarterly Payments due from you to us in respect of each Contract Year shall not exceed the value set out in the agreed Quotation. Such yearly limit shall be automatically increased at the end of each Contract Year by an amount equal to RPI. Where the amount of a Quarterly Payment would lead to this level being exceeded in respect of a Contract Year, such Quarterly Payment will be reduced so that the aggregate of the Quarterly Payments in respect of

the relevant Contract Year is the value set out in the agreed Quotation where the yearly limit has been automatically increased at the end of each Contract Year by an amount equal to RPI.

- **Customer service and support**

- We shall only be obliged to provide customer service or support pursuant to these Terms to the extent it falls within the Customer Services and Support Specification.
- For the avoidance of doubt we and you may agree that we will provide to you customer service and support in respect of the BookingsPlus Services outside the scope of the Customer Services and Support Specification, upon such terms and in exchange for such payment as agreed between the parties.

- **Cancellation and termination**

- **Termination by us**

- We may immediately terminate these Terms at any time where:
- you engage in any conduct or activities that we, in our sole discretion, believe materially violates any of these Terms;
- any amount due from you to us pursuant to these Terms is outstanding for more than 30 days; or
- you suffer an Insolvency Event.
- We may, from (but not before) the date which is 6 months from the date these Terms have been entered into, in our sole discretion terminate these Terms upon 30 days' notice.

- **Termination by you**

- You may immediately terminate these Terms at anytime where we suffer an Insolvency Event.
- You may, from (but not before) the date which is 12 months from the date these Terms have been entered into, in your sole discretion terminate these Terms upon 30 days' notice.

- **Consequences of termination**

- Upon termination of these Terms for any reason the provisions of Clause 7.9 shall apply in respect of any payment due from you to us.
- The provisions of Clauses 1, 4.5, 4.6, 5, 6.2, 6.3, 6.4, 7, 9.3, 11 and 14 shall survive the termination for any reason of these Terms.
- Upon termination of these Terms we shall have no responsibility to notify any third party providers or services, merchandise, or information, nor any responsibility for any consequences resulting from such discontinuance or lack of notification.
- With effect from termination of these Terms (except as set out in Clause 9.3) including:
- our obligation to provide to you the BookingsPlus Services and your obligation to pay the Quarterly Payment in respect of any time period after the date of termination;
- your licence to use the BookingsPlus Services and the rights of any third party to which you have granted access to your materials through the website Front End; and
- blocking or preventing your future access to and use of all or any portion of the BookingsPlus Services and the rights of any third party to which you have granted access to your materials through the website Front End shall immediately cease.

- **Logos and trademarks**

- BookingsPlus logos are trademarks and you may only use these trademarks or logos for promotional purposes to identify yourself as a customer or user of the BookingsPlus products and services. You

may not attempt to claim ownership of these trademarks by incorporating any of them within you names or offerings.

▪ **Limitation of liability**

▪ This Clause sets out our entire financial liability (including any liability for the acts or omissions of our employees, agents, contributors, consultants and sub-contractors) in respect of:

- any breach of these Terms;
- any use made by you of the BookingsPlus Services; and
- any representation, statement or tortious act or omission (whether negligent or otherwise) arising under or in connection with these Terms.
- Subject to Clause 11.4, under no circumstances and under no legal theory (whether in contract, tort, or otherwise) shall we be liable to pay you or any third party for any indirect, incidental, special , exemplary, consequential or punitive damages, including lost profits, lost sales or business, lost data or business interruption.
- Subject to Clause 11.4, we shall not be liable for any direct damages, costs, losses or liabilities in excess of the monthly service fee paid or payable by you for the one month preceding the time of any claim for monetary damages, and (subject to Clause 11.4) this shall be the limit of our total aggregate liability in contract, tort (including negligence or breach of statutory duty, misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of these Terms. You acknowledge this limitation is reasonable. The provisions of this section allocate the risks under these Terms between the parties, and the parties have relied on these limitations in determining whether to enter into these Terms.
- Nothing in these Terms excludes our liability:
- for death or personal injury caused by our negligence
- for fraud or fraudulent misrepresentation.

▪ **Material displayed on the BookingsPlus website**

▪ The material displayed on the BookingsPlus website is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we, other members of our group of companies and third parties connected to us hereby expressly exclude:

- All conditions, warranties and other terms which might otherwise be implied by statute, common law or law of equity.
 - Any liability for any direct, indirect or consequential loss or damage incurred by you in connection with the BookingsPlus website, any websites linked to it and any materials posted on it, including:
 - loss of income or revenue;
 - loss of business;
 - loss of profits or contracts;
 - loss of anticipated savings;
 - loss of data;
 - loss of goodwill
 - wasted management or office time; and
- whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

▪ **Amendment / Waiver**

▪ No provision of these Terms shall be deemed to be waived, amended or modified by you, unless such waiver, amendment or modification is in writing and signed by us. Our failure to enforce at any time

any of the provisions of these Terms, or the failure to require at any time performance by you of any of the provisions of these Terms, shall in no way be construed to be a present or future waiver of such provisions, not in any way affect our ability to enforce each and every such provision thereafter.

- We may assign or transfer these Terms, in whole or in part, without restriction.
- If any provision of these Terms is unenforceable or invalid for any reason whatever such unenforceability or invalidity shall not affect the enforceability or validity of the remaining provisions of these Terms and such provision shall be severable from the remainder of these Terms.
- **General provisions**
- the rights provided under these Terms are granted to you only, and shall not without our prior written consent be considered granted to any subsidiary or holding company. You may not, without our prior written consent, assign, transfer, charge, sub-contract or deal in any other manner with all or any of your rights or obligations under these Terms.
- These Terms are not intended to benefit any one other than you and us and, in particular, none of these Terms shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party.
- Unless specifically provided otherwise, rights arising under these Terms are cumulative and do not exclude rights provided by law.
- If any provision (or part of a provision) of these Terms is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.
- If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.
- These Terms, invoices pursuant to these Terms, and any agreed written record identifying Authorised Users constitute the entire agreement and understanding of the parties and supersede any previous agreement between the parties relating to the subject matter of these Terms. Each of the parties acknowledges and agrees that in entering into these Terms it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently made or not) of any person (whether party to these Terms or not) other than as expressly set out in these Terms. The only remedy available to it for a breach of these Terms shall be for breach of contract under these Terms.
- These Terms shall be governed by the laws of England and Wales, and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.

Schedule 1

Specifications

- **The website Front End**
- The Website Front End will include the following characteristics:
- pages of text and descriptions associated with the rooms and areas in your school that are available for hire;
- photographs of your school and generic photographs suitable for a community focused website, provided that you have supplied to us photographs of your school for inclusion on the Website Front End;
- a connection to an online payment system; and

- when first provided to you will be optimised for appropriate (in our reasonable opinion) traffic levels.

- **The Administration System**

- The Administration System will allow your Authorised Users to:
- add and manage areas of your school to hire out;
- add and remove your customers;
- make single and multiple bookings;
- create and manage your customer invoices;
- set-up direct payment systems in respect of customers making bookings at your school;
- make bookings with no cost associated with them; and
- produce financial and operational reports in respect of bookings at your school.