

Schedule 2

1. The provisions of this Schedule will apply to Activities where the Facilities include a swimming pool.

2 DEFINITIONS AND INTERPRETATION

2.1 In this Schedule:

“Lifeguard” means a person who holds a current, nationally recognised, professional poolside qualification, the training for which includes pool rescue, first aid, spinal-injury treatment, swimming pool health & safety management, risk assessment, proactive accident prevention and a test of fitness (not exhaustive). Examples of such qualifications are: the Royal Life Saving Society (RLSS) National Pool Lifeguard Qualification (NPLQ), and the Swimming Teachers Association (STA) Pool Lifeguarding qualification. Copies of qualifications must be provided to the School; and

“Responsible Person”

means an adult (16 or over) with a current first aid qualification and training in the use of defibrillators (AEDs), who is familiar with, and willing/able to comply with, the School’s Normal Operating Plan and Emergency Action Plan and who can help monitor swimmers in the pool and manage them in the event of the lifeguard having to affect a rescue.

3 ACKNOWLEDGEMENTS BY HIRER

3.1 The Hirer acknowledges and agrees that:

3.1.1 the Hirer is the pool hirer and the School is the pool operator;

3.1.2 if the Hirer has not received the School’s Normal Operating Procedures (NOP) and Emergency Action Plan (EAP), it must request copies from the School immediately; and

3.1.3 the Hirer is responsible for emergencies arising from the use of the pool for the Activities and the School is responsible for other emergencies, such as structural or power failures (and more details about respective responsibilities in emergencies can be found in the EAP).

4 REQUIREMENTS OF HIRER

4.1 The Hirer shall:

4.1.1 ensure that the number of individuals in the pool at any one time does not exceed the Pool Capacity of 44, and (if requested) confirm the number and skill level of participating swimmers to the School;

4.1.2 provide the name of the Hirer's representative who will be in charge of and responsible for each session of the Activities to the School in advance;

4.1.3 ensure that a suitable number of Lifeguards (at least 1) and Responsible Persons (at least 1) are in the pool area at all times when the pool is in use;

4.1.4 confirm the numbers and qualifications of all Lifeguards and Responsible Persons, and provide copies of their qualifications, to the School in advance of each session;

4.1.5 confirm that it has received, read and understood the NOP and the EAP in advance of the first session of the Activities;

4.1.6 ensure that all Lifeguards and Responsible Persons are trained and informed about the NOP and EAP, and have a good knowledge of the layout of the Premises in terms of alarms and fire exits;

4.1.7 ensure that a comprehensive risk assessment is carried out and completed by the Hirer and approved by the School in advance of each Hire Period;

4.1.8 ensure that all swimming teachers and instructors hold current recognised qualifications (such as Swim England Level 2 teaching swimming qualification or STA certificate in teaching swimming) and all swimming tuition is given by a suitably qualified coach;

4.1.9 ensure that the following ratios are followed at all times:

(a) Non-swimmers and beginners - 1:12;

(b) Children under the age of seven years old - 1:12;

(c) Improving swimmers - 1:20;

(d) Mixed ability groups - 1:20;

(e) Competent swimmers - 1:20;

(f) Swimmers with disabilities - each case must be considered independently and there must be sufficient helpers to provide the degree of support required by the disabled person(s) e.g. from a ratio of 1:1 to 1:8 (with an appropriate number of helper

(g) Specialist swimming activities – various, referring to the following as applicable:

(i) Swim England at <https://www.swimming.org/swimengland>; (ii) Swim Wales at <https://www.swimwales.org/>; and/or

(iii) Swimming Teachers Association (STA) at <https://www.sta.co.uk/>; and

4.1.10 ensure that no food or drink is consumed, no shoes are worn, and no plasters are worn, in or around the pool;

4.1.11 ensure that any attendees with long hair wear a bathing cap and any attendees with verrucas wear verruca socks;

4.1.12 ensure that young children, toddlers and babies wear swimming nappies in or around the pool;

4.1.13 ensure that the Hirer and its attendees are aware of the risk of Cryptosporidium and that the Hirer has effective procedures in place to limit the likelihood of the pool being contaminated with it, including:

(a) excluding of any attendees who have had diarrhoea within the past 2 weeks;

(b) informing the School if there are any instances of fouling in or around the pool; and

(c) making relevant attendees aware of the requirements for managing Cryptosporidium and other water-born diseases; and

4.1.14 ensure that the attendees do not run alongside the pool or use beach balls in or around it not encourage spectators as there is no/limited seating around the pool;

4.1.15 ensure that diving is restricted to organised activities (e.g. supervised racing) and is confined to the deep end of the pool, and confirm to the Hirer and/or the School how the Hirer will manage this restriction; and

4.1.16 ensure that all pool rules are complied with in addition to any other pool use conditions communicated to the Hirer

FACILITIES HIRE TERMS AND CONDITIONS

1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, unless the context otherwise requires, the following words and expressions shall have the following meanings:

“Agreement”	means together (a) the Facilities Hire Details (if applicable), (b) these Facilities Hire Terms and Conditions, and (c) any Schedules or documents referred to therein;
“Activities”	means as set out in the Facilities Hire Details (if applicable), or otherwise the purpose for hire agreed between the parties;
“Additional Provisions”	means as set out in the Facilities Hire Details (if applicable), or otherwise any additional provisions agreed between the parties;
“Additional Services”	means as set out in the Facilities Hire Details (if applicable), or otherwise any services to be provided by the School to the Hirer agreed between the parties;
“Business Day”	means a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business;
“Capacity”	means as set out in the Facilities Hire Details (if applicable), or otherwise any maximum capacity figure communicated by the School to the Hirer;
“Company”	means GDST (ENTERPRISES) LIMITED (company number 2971891), whose registered office is at The Asticus Building, 21 Palmer Street, London, England, SW1H 0AD;
“Data Protection Legislation”	means all applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (UK GDPR), the Data Protection Act 2018 (and regulations made thereunder) or any successor legislation, and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications);
“DBS”	means the Disclosure and Barring Service;
“Deposit”	means as set out in the Facilities Hire Details (if applicable), or otherwise any hire or damage deposit amount that the School requires the Hirer to pay to the Company;

“End Date”	means as set out in the Facilities Hire Details (if applicable), or otherwise the last day of the final Hire Period agreed between the parties;
“Equipment”	means as set out in the Facilities Hire Details (if applicable), or otherwise any equipment owned by the Company or the GDST that the School agrees may be used by the Hirer;
“Facilities”	means as set out in the Facilities Hire Details (if applicable), or otherwise the facilities to be hired by the Hirer, as agreed between the parties;
“GDST”	means THE GIRLS’ DAY SCHOOL TRUST (company number 6400), whose registered office address is at 10 Bressenden Place, London, SW1E 5DH, which owns and operates the School, and of which the Company is a wholly-owned subsidiary;
“Hire Fee”	means as set out in the Facilities Hire Details (if applicable), or otherwise the fee for hire agreed between the parties and payable to the Company;
“Hire Period(s)”	means as set out in the Facilities Hire Details (if applicable), or otherwise the specific period(s) of hire agreed between the parties;
“Hirer”	means as set out in the Facilities Hire Details (if applicable), or otherwise the individual or organisation who hires the Facilities;
“Insurance Policies”	means as set out in the Facilities Hire Details (if applicable), or otherwise any insurance policies that the School requires the Hirer to take out;
“Mandatory Policies”	means the School’s Safeguarding Policy and Procedure, Health & Safety Policy, Fire Safety & Emergency Procedure and any other School, Company or GDST policies communicated to the Hirer from time to time;
“Payment Date(s)”	means as set out in the Facilities Hire Details (if applicable), or otherwise the date(s) for payment agreed between the parties;
“Pool Capacity”	means as set out in the Facilities Hire Details (if applicable), or otherwise, where the Facilities include a swimming pool, any maximum swimming pool capacity figure communicated by the School to the Hirer;

“Premises”	means the School’s premises, which are owned by the GDST, and which include the Facilities;
“School”	means as set out in the Facilities Hire Details (if applicable), or otherwise, as should be evident from the context, the school located on the Premises, which is owned and operated by the GDST;
“Start Date”	means the date as set out in the Facilities Hire Details (if applicable), or otherwise the first day of the first Hire Period agreed between the parties; and
“Term”	means the period from the Start Date to the End Date (inclusive);

- 1.2 A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time and includes all subordinate legislation made from time to time under that legislative or legislative provision.
- 1.3 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.4 A reference to writing or written includes email.
- 1.5 Any reference to the School shall be interpreted to mean a reference to the Company or the GDST where applicable from the context.
- 1.6 Where a provision of these Facilities Hire Terms and Conditions is inconsistent with any Additional Provisions agreed in writing between the parties, whether in the Facilities Hire Details (if applicable) or elsewhere, the Additional Provisions will take precedence.

2 COMMENCEMENT AND TERM

- 2.1 This Agreement shall come into effect on the Start Date and shall continue (unless terminated earlier in accordance with clause 10), until the End Date, when it shall terminate automatically without notice.

3 LICENCE TO HIRE

- 3.1 In consideration of payment of the Hire Fee by the Hirer, and subject to the terms of this Agreement, the Company grants to the Hirer a non-exclusive licence to use the Facilities and the Equipment for the Activities during the Hire Period(s).
- 3.2 The Hirer acknowledges that:

- 3.2.1 the Hirer shall have the right to enter and use the Facilities and the Equipment as a licensee only and no relationship of landlord and tenant is created by this Agreement;
- 3.2.2 the Company retains control, possession and management of the Premises and the Facilities, and the Hirer has no right to exclude the Company from the same;
- 3.2.3 the licence granted by this Agreement is personal to the Hirer, is not assignable, and does not grant the Hirer any right to sublet, and the rights given in this clause 3 may only be exercised by the Hirer and its employees; and
- 3.2.4 the Company reserves the right to enter the Facilities at all times during the Hire Period(s).

4 HIRER'S OBLIGATIONS

- 4.1 The Hirer shall, and shall procure that its personnel agents and any attendees (as applicable) shall:
 - 4.1.1 comply with the general conditions of hire in Schedule 1, and (where the Facilities include a swimming pool) the conditions of swimming pool hire
 - 4.1.2 (where children and/or vulnerable adults are involved in the Activities) prioritise safeguarding, comply with the safeguarding requirements in Schedule 2, and (where required by the School) engage a senior member of personnel to be the Hirer's safeguarding lead with overall responsibility for the safeguarding of children and vulnerable adults;
 - 4.1.3 comply with the terms of this Agreement, and any requirements, instructions or notices communicated to the Hirer by the School;
 - 4.1.4 (where required by the School) engage a senior member of personnel with overall responsibility for the day-to-day running of the Activities, and for the Hirer's compliance with its obligations under this Agreement;
 - 4.1.5 (where applicable) engage suitably qualified, trained and experienced personnel to provide the Activities, including (where applicable) suitably qualified coaches;
 - 4.1.6 (where required by the School) carry out a risk assessment of the Activities and supply a copy to the School in advance of arriving at the Premises and using the Facilities;

- 4.1.7 comply with the Mandatory Policies and all applicable laws and regulations from time to time in force;
- 4.1.8 (where applicable) comply with any Additional Provisions;
- 4.1.9 obtain and maintain any licences, permissions or registrations required to carry out the Activities, including (where applicable) those required for regulated entertainment, dancing, music, performing rights and the sale of alcohol, as well as any Ofsted or local authority social services registrations, and provide a valid copy of the same to the School in advance of each Hire Period;
- 4.1.10 use the Facilities only for the Activities;
- 4.1.11 not access or use any part of the Premises other than the Facilities, without prior written permission from the School;
- 4.1.12 not do nor permit to be done anything on the Premises which is illegal, immoral or which may be or become a nuisance, annoyance, inconvenience or disturbance to the School or to any other hirers or customers, or that might in any way damage the reputation of the Company, the GDST, the School, its personnel, agents or students;
- 4.1.13 (where applicable) co-operate with the School to maintain the security of the Facilities and the Premises, including by keeping any entry codes secure and confidential, and observing any requirements for opening and closing the Premises or the Facilities;
- 4.1.14 (where applicable) ensure that the Capacity and the Pool Capacity are not exceeded at any time, and that (where applicable) adequate supervision is provided at all times, including adequate adult to child ratios for the Activities;
- 4.1.15 not use the name of the Company, the School or the GDST in any publication, document, advertisement, brochure or booking form without the School's prior written consent, and supply a copy of the same to the School on demand; and
- 4.1.16 ensure that the Hirer, its personnel and agents, and any attendees, behave properly and appropriately at all times.

5 SCHOOL'S OBLIGATIONS

5.1 The School shall use reasonable endeavours to:

- 5.1.1 ensure that the Hirer, its personnel and agents, and any attendees, can access the Facilities for the Activities during the Hire Period(s);

- 5.1.2 (where applicable) provide any Additional Services;
- 5.1.3 (where applicable) comply with any Additional Provisions;
- 5.1.4 not do anything that may reasonably prejudice the Hirer's rights under this Agreement; and
- 5.1.5 comply with the Mandatory Policies and all applicable laws and regulations from time to time in force.

6 PAYMENT

- 6.1 In consideration of the granting of the licence in clause 3, the Hirer shall pay the Deposit and the Hire Fee to the Company on the Payment Date(s), or otherwise in accordance with any invoice or instruction from the Company or the School.
- 6.2 The Deposit will be held by the School and will be returned to the Hirer within 14 days of the last day of the final Hire Period, less any amount to be deducted for identified damage to the Premises, the Facilities or the Equipment, and less any outstanding amounts due.
- 6.3 Unless otherwise stated, all amounts payable by the Hirer exclude amounts in respect of value added tax (VAT), which the Hirer shall additionally be liable to pay to the Company at the prevailing rate (if applicable).
- 6.4 If the Hirer fails to make any payment due to the Company under this Agreement by the due date for payment, then, without limiting the Company's remedies under clause 10, the Hirer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- 6.5 All amounts due under this Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

7 DATA PROTECTION

- 7.1 Each party shall, at its own expense, ensure that it complies with, and assists the other party to comply with, the requirements of the Data Protection Legislation.

8 HIRER'S LIABILITY AND INSURANCE

- 8.1 The Hirer acknowledges and agrees that the Company, the GDST and the School do not accept any responsibility for:

- 8.1.1 damage or personal injury to the Hirer, its personnel or agents, or any attendees, unless such damage or personal injury is caused entirely by the actions or omissions of the Company, the GDST or the School;
 - 8.1.2 loss or damage to personal property or property of the Hirer, its personnel or agents, or any attendees, and all property is brought onto the Premises at the owner's risk.
- 8.2 The School may prepare a formal inventory prior to each Hire Period. If so requested by the School, at the start and end of each Hire Period, an appropriate representative of the Hirer and the School shall inspect the Premises, the Facilities and the Equipment, in order to confirm that the formal inventory is accurate and complete, and any damage is correctly noted and agreed.
- 8.3 The Hirer shall immediately report all damage, breakage and/or loss to the Premises, the Facilities, the Equipment and other property to the School. The Hirer shall reimburse the Company for the cost of repair and/or replacement of any such damage, breakage and/or loss that is in excess of the amount of the Deposit. The Hirer may source suitable replacement items itself if it obtains the School's written consent to do so in advance.
- 8.4 The Hirer shall indemnify the GDST and the Company against:
 - 8.4.1 any damage, breakage and/or loss to the Premises, the Facilities, the Equipment and other property, including any associated costs, expenses and consequential loss arising (including loss of use revenue, data or contracts) (together the "Losses"), except where it is proven that the Losses have been caused entirely by the fault of the Company, the GDST, the School or their personnel or agents; and
 - 8.4.2 all liability to or in respect of its personnel and agents and the attendees on the Premises for death or personal injury, including any associated costs and expenses, except where such liability, costs or expenses are proven to have been caused by the negligence of the Company, the GDST, the School or their personnel or agents.
- 8.5 Where required by the School, the Hirer shall take out the Insurance Policies with a reputable insurance company, and maintain such Insurance Policies at all times during each Hire Period. The Hirer shall provide the School with a copy of its insurance certificate for the Insurance Policies prior to each Hire Period, together with any other documentation reasonably required by the School (such as proof of receipt of the relevant insurance premium by the insurer). If so requested by the School, the Hirer shall notify the insurer of the School's interest and shall cause that interest to be noted on the Insurance Policies.

9 SCHOOL'S RIGHT TO REQUIRE REMOVAL

9.1 The School reserves the right to require the Hirer to immediately remove from the Premises, at the Hirer's expense, any of the Hirer's personnel or agents, or any attendee who, in the School's opinion:

9.1.1 may constitute a safeguarding risk;

9.1.2 behaves in a dangerous, inappropriate or otherwise unacceptable manner;
or

9.1.3 behaves in any manner which might bring the Company, the GDST or the School into disrepute.

10 TERMINATION OF HIRE BY THE SCHOOL

10.1 The School may terminate this Agreement with immediate effect by giving the Hirer notice in writing, if the Hirer:

10.1.1 (where applicable) in the reasonable opinion of the School, fails to comply with any of the safeguarding requirements in Schedule 2;

10.1.2 fails to comply with the School's right to require removal in clause 9;

10.1.3 fails to pay any amount due under this Agreement on the due date for payment, including the Deposit;

10.1.4 commits a material breach of this Agreement which is irremediable or (if such breach is remediable) fails to remedy that breach within 7 days of being notified to do so;

10.1.5 takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;

10.1.6 is unable to perform its obligations in connection with this Agreement pursuant to clause 12.

10.2 If, at any time, the School becomes no longer able to comply with its obligations under this Agreement (for example, where the School is required to undertake urgent or important construction, maintenance or repair works to the Premises), the School may terminate this Agreement with immediate effect without penalty by giving the Hirer notice. In such circumstances:

- 10.2.1 where possible, the School will give reasonable notice of termination to the Hirer; and
- 10.2.2 the School will refund any proportion of the Hire Fee that, at the point of termination, has already been paid by the Hirer but not yet been used.
- 10.3 The Hirer acknowledges and agrees that the School will not refund the Hire Fee, in whole or in part, other than where the School terminates this Agreement under clause 10.2.

11 TERMINATION OF HIRE BY THE HIRER

- 11.1 The Hirer may terminate this Agreement with immediate effect by giving the School notice in writing, if the School:
 - 11.1.1 commits a material breach of this Agreement which is irremediable or (if such breach is remediable) fails to remedy that breach within 7 days of being notified to do so; or
 - 11.1.2 takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business.
- 11.2 The Hirer acknowledges and agrees that, without prejudice to the provisions of clause 11.1, it cannot cancel or terminate this Agreement once it is entered into by the parties. If the Hirer no longer wishes to carry out the Activities under this Agreement, the Hirer shall remain liable for payment of the Hire Fee as a contractual debt owed to the Company.

12 FORCE MAJEURE

- 12.1 Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances, the parties shall work together in good faith and use reasonable endeavours to mitigate any potential losses and agree an alternative way forward.

13 NOTICES

- 13.1 Any notice given to a party under or in connection with this Agreement shall be in writing and shall be:

- 13.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office; or
 - 13.1.2 sent by email to the address specified in the Facilities Hire Details, and, where such notice is given to the Company or the School, copied to LegalDepartmentTrustOffice@UK.GDST.NET.
- 13.2 Any notice shall be deemed to have been received:
- 13.2.1 if delivered by hand, at the time the notice is left at the proper address;
 - 13.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting;
 - 13.2.3 if sent by email, at the time of transmission, or, if this time falls outside business hours (meaning 9.00 am to 5.00 pm Monday to Friday on a day that is not a public holiday in the place of receipt), when business hours resume.

14 GENERAL

- 14.1 The Hirer shall not assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Agreement without the School's prior written consent.
- 14.2 This Agreement 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.
- 14.3 No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 14.4 No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 14.5 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable.
- 14.6 This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

- 14.7 This Agreement shall be governed by and construed in accordance with the laws of England and Wales and each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with it.

Schedule 1
General Conditions of Hire

1 The provisions of this Schedule will apply to all Activities.

2 DEFINITIONS AND INTERPRETATION

2.1 In this Schedule, where the context allows, references to the “Hirer” shall be interpreted as including the Hirer’s personnel and agents, as well as the attendees.

3 ACKNOWLEDGEMENTS BY HIRER

3.1 The Hirer acknowledges and agrees that:

3.1.1 any property brought onto the Premises by the Hirer is brought onto the Premises at the owner’s risk and no valuables should be left unattended anywhere on the Premises;

3.1.2 the School is permitted to search all containers, bags, boxes and equipment coming into or leaving the Premises, including those brought onto the Premises by the attendees;

3.1.3 parking is only available where agreed in advance with the School and only on a first-come, first-served basis;

3.1.4 a no smoking and no vaping policy operates on the Premises at all times; and

3.1.5 any Equipment or other apparatus belonging to the Company, the GDST or the School and forming part of the Facilities is of the normal standard for use in schools only and any professional standard equipment must be provided by the Hirer.

4 REQUIREMENTS OF HIRER

4.1 Unless otherwise agreed in writing in advance by the School, the Hirer shall:

4.1.1 only bring electrical equipment onto the Premises that has been appropriately PAT-tested and has an in-date test certificate;

4.1.2 provide appropriate first aiders and first aid materials that are required for the safe operation of the Activities;

4.1.3 keep all fire exits clear and fire doors unlocked, be aware of the fire assembly points, and comply with the relevant procedures in case of fire;

- 4.1.4 use any Equipment or other apparatus belonging to the Company, the GDST or the School and forming part of the Facilities in accordance with the School's instructions only;
- 4.1.5 not use any Equipment or other apparatus belonging to the Company, the GDST or the School, other than those forming part of the Facilities;
- 4.1.6 not cause or permit to be caused any damage to the Premises, including any furnishings, equipment or fixtures;
- 4.1.7 not arrange for the delivery of any goods and services to the Premises, nor store any items on the Premises;
- 4.1.8 not alter, move or interfere with any lighting, heating, power, cabling or other electrical fittings or appliances at the Premises, or install or use additional heating, power, cabling or other electronic fittings or appliances;
- 4.1.9 not display any advertisement, signboard, flag, banner, placard, poster, sign or notice on, or otherwise decorate, the Premises, nor fix any bolts, nails, tacks, screws, adhesives, tape or other such fixing devices to the walls, ceilings or fabric of the Premises;
- 4.1.10 not erect any structure (e.g. a marquee) on the Premises;
- 4.1.11 leave the Facilities in the same condition of cleanliness and tidiness as at the beginning of the Hire Period, and collect and remove all decorations, displays, equipment, fixtures, refuse and waste after each session of the Activities and at the end of each Hire Period;
- 4.1.12 vacate the Premises at the end of each session of the Activities and leave the Premises quietly and in a manner which does not disturb any neighbours;
- 4.1.13 not permit smoking or vaping (including e-cigarettes) anywhere on the Premises;
- 4.1.14 subject to paragraph 3.1.3 of this Schedule, park its vehicles in the designated parking areas only;
- 4.1.15 ensure that no food or drink is consumed on the Premises;
- 4.1.16 ensure that the Hirer, its personnel and agents, and any attendees, wear footwear that is appropriate for the Facilities;
- 4.1.17 ensure that no dogs (other than guide and/or assistance dogs) or other animals are brought onto the Premises; and

4.1.18 comply with any conditions of use for wireless internet provided and used at the Premises.

Schedule 2

Safeguarding and Child Protection

- 1 The provisions of this Schedule will apply to Activities where children and/or vulnerable adults are involved, and in all cases where compliance is required by the School.
- 2 The Hirer shall be responsible for the safeguarding of the children and vulnerable adults and shall treat safeguarding as a priority and a necessity.
- 3 The Hirer acknowledges that the School has a right to terminate this Agreement under clause 10.1.1, if the Hirer or its personnel or agents act or omit to act in a way that, in the opinion of the School, may constitute a safeguarding risk or a breach of any of the requirements of this Schedule.
- 4 The Hirer shall, before each Hire Period and at all times throughout the Hire Period:
 - 4.1.1 confirm that it has safeguarding policies and procedures (including processes for handling and reporting welfare concerns and disclosures) in place, keep such policies and procedures updated, and provide a copy of the same to the School;
 - 4.1.2 provide the name of its safeguarding lead to the School, and keep the School updated if the identity of its safeguarding lead changes during each Hire Period;
 - 4.1.3 ensure that all of its personnel and agents involved in providing the Activities have received appropriate safeguarding training, and continue to do so throughout each Hire Period;
 - 4.1.4 confirm that it has policies around codes of practice, health & safety and equality in place, keep such policies updated, and (at the School's request) provide a copy of the same to the School;
 - 4.1.5 ensure that it has obtained the name and contact details for the School's designated safeguarding lead (DSL) and that it understands the process of sharing information with the DSL if welfare concerns arise;
 - 4.1.6 confirm it has applied a safe recruitment process for its personnel and agents, including:
 - (a) obtaining references together with qualification, identity and Disclosure and Barring Service (DBS) checks for its personnel and agents to ensure that they are suitable for working with children;

- (b) ensuring that, where legally required, the Hirer carries out appropriate DBS checks for its personnel and agents;
 - (c) ensuring that none of its personnel or agents are disqualified under the Childcare Act 2006; and
 - (d) ensuring that any checks (including DBS update service checks) are dated no more than three months' before the start of each Hire Period; and
- 4.1.7 apply the same safe recruitment process for any of its personnel or agents that it engages during any Hire Period;
- 4.1.8 confirm to the School whether any disclosures by the DBS or the Police include details of any information including convictions, which may impact on or bring into question the suitability of any of the Hirer's personnel or agents to work on a school site or with children or vulnerable adults;
- 4.1.9 without prejudice to the provisions of clause 7 of this Agreement, confirm that it has, and continues to have, valid public liability insurance in place, and provide a copy of the certificate to the School;
- 4.1.10 ensure that adequate adult-to-child ratios are applied (where applicable, reflecting relevant guidance from National Governing Bodies);
- 4.1.11 ensure that a qualified first aider will be present at all times whilst the Activities are ongoing;
- 4.1.12 ensure that it has a way of safely managing the late collection of children by parents/carers to ensure that its personnel and agents are not left in a position where they are alone with a child; and
- 4.1.13 arrange an induction to familiarise itself with the Facilities, the Premises, the Mandatory Policies and any other relevant site safety information.

- 5 The Hirer shall adhere to the DfE Code of Practice for Keeping Children Safe in Out-of-School Settings, as updated from time to time, as well as any applicable successor guidance. More information on the Code of Practice can be found on the UK government website at <https://www.gov.uk/government/publications/keeping-children-safe-in-out-of-school-settings-code-of-practice>.