

External Lettings

1 Introduction

The college makes its facilities available for external hire to generate additional income for the college.

2 Statement

The college has a workable and fair system for hiring its facilities.

3 Guidelines

Potential hirers contact the college via Reception or website and are dealt with entirely by the Estates & Events Co-ordinator. On the day of the event, they are handled by the Duty Manager.

4 **Procedures**

- 4.1 All enquiries regarding external lettings are directed to the Estates Office and handled by the Estates & Events Co-ordinator.
- 4.2 Details of all rooms for hire are available on request, please email venue@kedst.ac.uk
- 4.3 The Estates & Events Co-ordinator takes the enquiry and uses the set price guide (revised annually) to quote for the event. If the price is varied from the list price, then approval is sought from the Deputy Chief Finance Officer.
- 4.4 The Estates & Events Co-ordinator ensures that all information is gathered about the event by completing the external event booking form.
- 4.5 A quote is prepared for the enquirer with a hold made on the rooms for a maximum of 14 days. The enquirer needs to confirm their booking and pay the deposit within that 14 days or the hold will be lifted on the rooms. Our standard terms and conditions of business are sent to the hirer with the quote.
- 4.6 A copy of the external event booking form is sent to the Finance Department who prepare and send an invoice for the event. All external events are approved and authorised by the Deputy Chief Finance Officer who reports monthly to the SLT with a schedule of events.

- 4.7 The deposit is currently 20% of the hire fee.
- 4.8 The invoice contains: full fee, additional pre-booked services (technical & equipment), advance Performing Rights Society (PRS) fee.
- 4.9 The full fee must be paid prior to the event taking place.
- **4.10** The hirer is sent details of our preferred catering supplier list. They then make direct arrangements with their chosen supplier.
- **4.11** The Estates & Events Co-ordinator then makes all the internal arrangements for the letting, these include:
 - Scheduling of a Duty Manager and other staff
 - Arranging security
 - Ensuring that any external speaker at an event does not pose a threat as defined by Keeping Children Safe in Education or the PREVENT legislation. If they have any concerns they flag this up to the Designated Safeguarding Lead (Assistant Principal – Student Support).
 - Scheduling the preparation of the room by estates staff (pack up and set down)
 - Confirming parking arrangements
 - Confirming catering arrangements
 - Scheduling technical requirements
 - Informing Reception and estates
 - Scheduling the cleaning staff
 - Liaising with finance
- 4.12 The Estates & Events Co-ordinator ensures that payment has been made by the hirer and then confirms with the hirer the arrangements immediately prior to the event.
- **4.13** The Duty Manager welcomes the hirer and ensures that the hirer is briefed on site safety, safeguarding and security issues, in particular the fire and evacuation procedure. They support the hirer with any ad-hoc needs they may have. They remain contactable during the event.
- 4.14 The Duty Manager informs the Estates & Events Co-ordinator of any problems, incidents and equipment failure. They should also inform the Estates & Events Co-ordinator if the hirer used additional chargeable hours or chargeable equipment.
- **4.15** Post hire, the Estates & Events Co-ordinator ensures the pack down and cleaning happens to schedule.
- **4.16** The Estates & Events Co-Ordinator conducts a customer review with the hirer to improve our service.
- **5** Supporting Documentation

External event booking form (annex 1)
Terms and conditions of business (annex 2)
Current estate rental pricing (annex 3)

6 **Equality Impact**

The College's equality, diversity and inclusion policy has been considered.

| Date of review | Date agreed | JCC | Governors | Review date | Comments |
|----------------|--------------|-----|-----------|--------------|----------|
| January 2024 | January 2024 | N/A | N/A | January 2027 | |

External Event Booking Form

| Event title: | | | Organisation: | | |
|--|---------------------|----------|---|-------|--------------|
| Contact Name: | | | Email: | | |
| Address: | | | Telephone: | | |
| Address: | | | Other: | | |
| Day and date of event: | | | Start time: | | End time: |
| Is this a regular event? | Yes 🗆 | No 🗆 | Frequency of event | | |
| Estimated expected numbers of people | | | Safeguarding issues | Yes 🗆 | No 🗆 |
| PRS (will the hirer be using copyright music?) | Yes 🗆 | No 🗆 | PREVENT (have we checked the speaker list?) | Yes 🗆 | No 🗆 |
| Description of event | | | | | |
| Estates to set up rooms? | Yes 🗆 | No 🗆 | Room(s) booked with Registry? | Yes 🗆 | No 🗆 |
| Duty Manager needed? | Yes 🗆 | No 🗆 | Will visitors be parking onsite? | Yes 🗆 | No 🗆 |
| Other Staff needed? | Yes 🗆 | No 🗆 | Technical Support needed? | Yes 🗆 | No 🗆 |
| Catering? | Yes 🗆 | No 🗆 | Name of Supplier | | |
| Alcohol? | Yes 🗆 | No 🗆 | Name of Supplier | | |
| | | | Number of Tables | | |
| Details of catering | | | Number of Chairs | | |
| | | | Technical Equipment | | |
| For evening events: Will the turnstiles nee | d to be set to star | nd open? | Yes 🗆 | No 🗆 | NA 🗆 |

Room set-up (please attach diagrams where possible and provide full details in the box overleaf)

| Room | Room Set up requirements | Hire start time | Hire end time | Technical requirements | |
|--|--------------------------|--------------------|------------------|---------------------------|--|
| | | | | | |
| | | | | | |
| | | | | | |
| Additional requirements (other information not captured above, e.g. room layout) | | | | | |

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|---|--|--|--|--|--|--|--|
| | | | | | | | |
| Additional red | Additional requirements (other information not captured above, e.g. room layout) | | | | | | |
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| | | | | | | | |
| | | | | | | | |
| F!: | | | | | | | |
| Finance | | | | | | | |
| Amount of Deposit* | | Date deposit is due: | | Date deposit is paid: | | | |
| Hire Charge | | Date full payment is due: | | Date full payment is paid: | | | |
| Equipment Hire | | | | | | | |
| Technical Hire | | Cancellation Fee | | Cancellation date | | | |
| Additional Staff (known) | | Internal casual labour costs (not recharged) | | Other internal costs of sale (not recharged) | | | |
| PRS advance charge (estimate) | | Final PRS fee (recharged or reimbursed) | | Date of Invoice: | | | |
| | | | | | | | |
| Invoice Total | | Post Event (additional charges) | | | | | |
| *Deposit of 20% of hire charge or £100 whichever is greater is required to confirm booking. The balance is due 28 days before the event | | | | | | | |

| For all events | | | | | | |
|-------------------------------|--|-------|--|--|--|--|
| Internal Event Organiser: | | Date: | | | | |
| Deputy Chief Finance Officer: | | Date: | | | | |

Copies of this event form are held in Estates/Lettings and a copy sent to Finance Department



Terms and conditions for hire of Facilities and supply of Services

We are King Edward VI College Stourbridge of Lower High Street, Stourbridge, West Midlands DY8 1TD ("we", "us", "our", etc.). The following terms and conditions apply to the contract between you and us for hire of any rooms, hall, sports pitches or other spaces at our premises ("Facilities") and/or the provision of any catering, technical or other services ("Services") specified in the Booking Form ("Booking Contract").

Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the Booking Contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

1 How to contact us

- 1.1 You can contact us by telephoning us at 01384 398100 or by writing to us at venue@kedst.ac.uk.
- 1.2 If we must contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
- 1.3 When we use the words "writing" or "written" in these terms, this includes emails.

2 Bookings

- 2.1 A completed Booking Form constitutes an offer by you to hire Facilities from us and/or for the provision of the Services by us in accordance with these terms and conditions.
- 2.2 A completed Booking Form shall only be deemed to be accepted when we have written to you to confirm our acceptance of the Booking Form, at which point a contract will come into existence between the two parties.
- 2.3 If we are unable to accept your order (for example, if we are unable to meet your requested requirements or if the facilities requested are not available on the dates and times requested), we will inform you of this and, if you have paid any deposit or advance payment to us, we will refund it to you.
- 2.4 Any drawings or description of the Facilities or the Services in any advertising material provided by us are indicative only and shall not form part of the Booking Contract or have any contractual force.

3 Your rights to make changes

If you wish to make a change to the Booking please contact usand we will let you know if the change is possible. If it is possible, we will let you know about any changes to the price of the booking or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

4 Our rights to make changes

- 4.1 To meet the needs of as many customers as possible, we may alter the Facilities allocated to you provided that this does not adversely affect your Booking. There will be no extra charge to you if we change your Facilities allocations.
- 4.2 We may make minor changes to the Services provided under this agreement to reflect changes in relevant laws and regulatory requirements and to implement minor technical adjustments and improvements.

5 Access to Facilities and supply of Services

5.1 We grant to you access to and use of the Facilities on the dates and times specified in the Booking Form for the purpose specified in the Booking Form only ("your Booking").

- 5.2 We shall provide the Services specified in the Booking Form with reasonable care and skill and in accordance with the Service Specification.
- 5.3 Unless agreed otherwise in the Booking Form, we will set up the Facilities in accordance with your reasonable requirements provided that your room requirements are communicated to us in writing no later than 28 days prior to the commencement of your booking.

6 Your responsibilities

- 6.1 You shall:
 - 6.1.1 inform all members of your party of the safety and evacuation procedures;
 - 6.1.2 comply (and ensure that member of your party comply) with any rules and requirements applicable to our premises or the carrying out of certain activities on our premises which are notified to the customer or any instructions of our staff;
 - 6.1.3 behave (and shall ensure that members of your party behave) in such a way that they do not cause a nuisance or unreasonable disruption to us, our students or staff, or to any other visitor to our premises;
 - 6.1.4 ensure that all members of your party act at all times in a careful and peaceful manner and cause no damage to any persons or property that may be on the facilities or at our premises during your booking:
 - 6.1.5 during your booking keep and maintain the facilities in a clean and orderly condition and shall promptly at the end of your booking remove all materials, products, items and rubbish from the facilities. We do not accept responsibility or liability whatsoever for any goods or property of any person left in or upon the facilities after the expiration of your booking;
 - 6.1.6 abide by all fire regulations, whether statutory or otherwise, and leave all fire points, exits and fire equipment unobstructed and available for immediate use;
 - 6.1.7 keep all staircases, gangways, passages, entrances or exits on our premises free from obstruction at all times:
 - 6.1.8 ensure that all legislation relating to the use of the facilities for your booking, and the duty to obtain any licence or approval from any person or authority is complied with; and
 - 6.1.9 not damage or allow members of its party to damage the facilities.
- 6.2 Please make sure that the members of your party know that no animals or pets of any kind, except assistance dogs, are allowed on our premises.
- 6.3 You, or any member of your party, must not bring food or drinks onto our premises without our prior written agreement. You must not use any external catering service or allow any external caterers onto our premises without our prior written agreement. You may be charged corkage or equivalent charges for all drinks or food brought in and consumed on our premises.
- 6.4 You shall be responsible for any loss of or damage to our property and premises caused by you or any member of your party during the course of your booking and you shall pay to us the cost of making good all damage to our property and premises suffered during your use of the facilities.
- 6.5 You acknowledge and agree that it is your responsibility, where individuals under the age of eighteen (18) will be members of your party or attending your booking, to ensure that all necessary child protection measures and arrangements in connection with your proposed activity, including, but not limited to, (i) undertaking an appropriate risk assessment,(ii) ensuring that your staff are properly trained and briefed on procedures for dealing with concerns about child protection, (iii) seeking and obtaining appropriate levels of Disclosure and Barring Service ("DBS") checks on such staff and (iv) ensuring that you have the appropriate insurance arrangements in place.
- 6.6 If you are a business customer, you shall:
 - 6.6.1 ensure you are fully insured against all losses or liabilities referred to in this clause; and
 - 6.6.2 for the duration of your booking maintain in force public and product liability insurance with a reputable insurer for an amount of not less than £5,000,000 (five million pounds) per event.

On our request, you shall provide us with a copy of its insurance policy certificate and reasonable evidence that the premium has been paid up to date.

7 Price and payment

- 7.1 The price of the facilities and the services (which includes any applicable VAT) will be as stated in the booking contract.
- 7.2 The price shall be paid by you to us in the following instalments:
 - 7.2.1 A deposit of 20% of the price stated in the booking contract (which is non-refundable in the event of your cancellation of the booking or non-attendance) shall be payable to us in full on our acceptance of your completed booking form in accordance with clause 2.2;
 - 7.2.2 the balance of the price stated in the booking contract shall be paid to us no later than the day prior to the event.
- 7.3 If the rate of VAT changes between your order date and the date of commencement of the hire of facilities and supply of the Services, we will adjust the rate of VAT that you pay, unless you have already paid for the Services in full before the change in the rate of VAT takes effect.
- 7.4 **If you are a business customer** you must pay all amounts due to us under these terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 7.5 If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 4% per year above the base lending rate of the Bank of England. This interest shall accrue daily from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.
- 7.6 If you think an invoice is incorrect, please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

8 Additional charges

- 8.1 If you require additional services not set out in the booking contract, you may request such additional services form us. If we can provide the additional services requested, we will provide you with a quote for the additional charges payable for our providing such additional services. If this quote is acceptable we will provide you with a new booking form to sign and return which sets out the additional services you have agreed with us. Such additional charges will be payable no later than 28 days prior to your booking unless the provision of additional services is agreed less than 28 days prior to your booking, in which case, the additional charges will be payable by you within 14 days of completion of your booking.
- 8.2 Where your booking continues beyond the agreed date and times set out in the booking form or if we are required to provide any additional services not set out in the booking contract, you agree to pay to us our reasonable additional charges and expenses for your extended use of the facilities and our provision of additional services (these are set out in the rates schedule attached to your booking form).

9 Performing Rights Society ("PRS") Fees

- 9.1 You will reimburse us for any PRS royalties and fees incurred by us during the course of your use of the facilities or our provision of the services.
- 9.2 Following receipt from you of details of any audio, video or other media which will be played at your booking, we will provide you with an estimate of the PRS royalties and fees we anticipate being incurred and you will pay this estimated sum to us no later than 28 days before the start of your booking.
- 9.3 Within 28 days following the completion of your booking we will notify you in writing of the actual PRS royalties and fees incurred by us and we will:
 - 9.3.1 if the actual PRS royalties and fees incurred are lower than the estimate provided under clause 9.2, we will reimburse you a sum equal to the difference between the estimated amount paid by you and the actual PRS royalties and fees incurred by us; or

9.3.2 if the actual PRS royalties and fees incurred are greater than the estimate provided under clause 9.2, we will provide you with an invoice for a sum equal to the additional royalties and fees incurred in excess of the estimated amount paid by you and you will pay such invoice within 14 days of the date of the invoice

10 Cancellations and Reduction in Numbers

- 10.1 You may cancel your booking prior to the start of your booking by notifying us in accordance with clause 11.2 subject to payment to us of the following cancellation charges:
 - 10.1.1 if the booking is cancelled more than 12 weeks before the commencement date of the booking then we will retain the deposit or (if no deposit has been paid) 20% of the price will be payable to us by you;
 - 10.1.2 if the booking is cancelled more than 8 weeks but less than 12 weeks before the commencement date of the booking then you will pay to us a cancellation charge of 50% of the price less any deposits or pre-payments received:
 - 10.1.3 if the booking is cancelled less than 28 days before the commencement date of the booking you shall pay to us a cancellation charge of 100% of the price less any deposits or prepayments received;
- 10.2 If you become aware that there will be a reduction in the minimum numbers agreed between the parties at the time the booking contract was entered into then you must immediately notify us. We are under no obligation to reduce the charges due under the booking contract as a consequence of the reduction in minimum numbers by you and we reserve the right to charge you the full amount stated in the booking contract based on the original minimum numbers agreed.

11 Your rights to end the contract

- 11.1 You may end the booking contract immediately and we will refund you in full for any Facilities or services which have not been provided and you may also be entitled to compensation if you have a legal right to end the contract because of something we have done wrong.
- 11.2 To end the contract with us, please let us know by doing one of the following:
 - 11.2.1 **Phone or email**. Call us on 01384 398100 or email us at venue@kedst.ac.uk. Please provide your name, home address, details of the order and, where available, your phone number and email address.
 - 11.2.2 By post. Write to us at Lower High Street, Stourbridge, West Midlands DY8 1TD.
- 11.3 If you are entitled to a refund under these terms we will refund you the price you paid under the booking contract by the method you used for payment.

12 Our rights to end the contract

- 12.1 We may end the booking contract at any time by writing to you if:
 - 12.1.1 you do not make any payment to us when it is due and you still do not make payment within 14 days of us reminding you that payment is due;
 - 12.1.2 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to make the facilities available to you or to provide the services;
 - 12.1.3 if you breach any of the terms of this booking contract; or
 - 12.1.4 **you are a business customer** and you become bankrupt or insolvent, enter in liquidation (other than a voluntary liquidation for the purpose of reconstruction, amalgamation or similar reorganisation), enter into any arrangement or composition with your creditors or any of them or have a receiver or administrator appointed over all or part of your property or assets.
- 13 Changes or cancellations by us because of events beyond our control

13.1 We have the right to alter or cancel any booking that we cannot keep for reasons beyond our control. If this happens, we will contact you as soon as possible and will use all reasonable efforts to offer you an alternative booking. We do not accept any liability or responsibility if we cannot provide Facilities or services because of industrial action or any other cause which is beyond our control, but if we cannot provide facilities or services you may contact us to end the contract and receive a refund for facilities or services you have paid for but not received.

14 If there is a problem with your booking

If you have any questions or complaints about your booking, please telephone us at 01384 398100 or write to us at venue@kedst.ac.uk.

15 Lost or damaged property

The use of the facilities are at your own risk. We shall not be liable for any damage to or loss of your or any member of your party's property, valuables or money which are left on our premises. Whilst we use all reasonable endeavours to ensure the safety of all persons and their property on our premises, no responsibility is accepted by us or our servants, agents or representatives for the care of property of any description including money, valuables, luggage, clothing or motor vehicles belonging to you, members of your party, visitors and/or guests. You are responsible for ensuring that all rooms relating to your party are locked when not in use and that all members of your party do not leave property, money and valuables unattended.

16 Our responsibility for loss or damage suffered by you if you are a consumer

- 16.1 If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill.
- 16.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to your booking.
- 16.3 If you are a consumer we only make the facilities available to you and supply the services for your noncommercial use. If you use the facilities or the services for any commercial or business purposes our liability to you will be limited as set out in clause 17.

17 Our responsibility for loss or damage suffered by you if you are a business

- 17.1 Nothing in these terms shall limit or exclude our liability for:
 - 17.1.1 death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
 - 17.1.2 fraud or fraudulent misrepresentation;
 - 17.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982; or
 - 17.1.4 any other matter in respect of which it would be unlawful for us to exclude or restrict liability.
- 17.2 All terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.
- 17.3 Subject to clause 17.1:
 - 17.3.1 we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with this booking contract; and
 - 17.3.2 our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the total sums paid or payable by you under this booking contract.

18 How we may use your personal information If you are a business customer:

18.1 In this clause 18, "Data Protection Legislation" shall mean: (i) unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) and any

- national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998.
- 18.2 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 18 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- 18.3 The parties acknowledge that for the purposes of the Data Protection Legislation, you are the data controller and we are the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation).
- 18.4 You will ensure that you have all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data (as defined in the Data Protection Legislation) to us for the duration and purposes of this booking contract.
- 18.5 We shall, in relation to any Personal Data processed in connection with the performance of our obligations under this booking contract:
 - 18.5.1 process that Personal Data only on your written instructions unless we are required by applicable law to process personal data;
 - 18.5.2 ensure that we have in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;
 - 18.5.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the personal data confidential;
 - 18.5.4 not transfer any personal data outside of the European Economic Area unless your prior written consent has been obtained:
 - 18.5.5 assist you, at your cost, in responding to any request from a data subject and in ensuring compliance with your obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - 18.5.6 notify you without undue delay on becoming aware of a personal data breach; .
 - 18.5.7 at your written direction, delete or return personal data and copies thereof to you on termination of this booking contract unless required by applicable law to store the personal data; and
 - 18.5.8 maintain complete and accurate records and information to demonstrate our compliance with this clause 18.
- 18.6 You consent to us appointing third-party processors of personal data under this agreement. We confirm that it has entered or (as the case may be) will enter with the third-party processor into a written agreement incorporating terms which are substantially similar to those set out in this clause 18. As between you and us, we shall remain fully liable for all acts or omissions of any third-party processor appointed by us pursuant to this clause.

If you are a consumer:

- 18.7 We are the data controller of the personal data you provide to us. Our Data Protection Officer can be contacted at the college.
- 18.8 We will use the personal data you provide to us:
 - 18.8.1 to hire the Facilities and supply the services to you;
 - 18.8.2 to process your payment for your booking; and
 - 18.8.3 if you agreed to this during the order process, to give you information about similar products or services that we provide, but you may stop receiving this at any time by contacting us.

- 18.9 This processing is necessary for our performance of this booking contract or in order for us to take steps at your request prior to entering into this booking contract.
- 18.10 Where we extend credit to you, we may pass your personal data to credit reference agencies and they may keep a record of any search that they do. This processing is necessary for our legitimate interests of assessing your ability to pay the charges due under this booking contract.
- 18.11 We will only give your personal data to other third parties where the law either requires or allows us to do so.
- 18.12 We will store your personal information for a period of six years after the completion of your booking.
- 18.13 You have the right to:
 - 18.13.1 request from us access to and correction or deletion of your personal data or restriction processing of your personal data or to object to such processing and the right to data portability;
 - 18.13.2 where we are relying on your consent for processing personal data, to withdraw your consent at any time. This will not affect the lawfulness of any processing based on such consent prior to its withdrawal;
 - 18.13.3 to access information held about you; and
 - 18.13.4 lodge a complaint with the Information Commissioner's Office or other relevant supervisory authority.

19 Other important terms

- 19.1 If you are a business customer, this is our entire agreement with you. If you are a business customer these terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.
- 19.2 We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.
- 19.3 You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 19.4 This contract is between the two parties. No other person shall have any rights to enforce any of its terms. Neither of us will require the agreement of another to end the contract or make any changes to these terms.
- 19.5 Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 19.7 **If you are a consumer**, these terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts.
- 19.8 **If you are a business customer**, any dispute or claim arising out of or in connection with a contract between us or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.

| King Edward VI College, Stourbridge | Weekday | | Weekend | |
|--|----------|------------|----------|------------|
| Facility | Per hour | 8 hour day | Per hour | 8 hour day |
| Main Hall - Winter (October - February) | 100 | 640 | 125 | 800 |
| Main Hall - Spring (March - May) | 125 | 800 | 150 | 960 |
| Main Hall - Summer (June - September) | 150 | 960 | 175 | 1,120 |
| Chambers | 40 | 250 | 50 | 320 |
| Dance Studio | 50 | 320 | 60 | 380 |
| Drama Studio | 50 | 320 | 60 | 380 |
| Lecture Theatre | 25 | 160 | 30 | 190 |
| Foley Dining Area (room only) | 40 | 250 | 50 | 320 |
| Foley canteen (with catering facilities) | POA | POA | POA | POA |
| Classroom | 19 | 120 | 22 | 140 |

| The Green Fields | Weel | Weekday | | Weekend | | |
|------------------|-------------|--|-----|------------|--|--|
| Facility | Per hour | Per hour 8 hour day | | 8 hour day | | |
| Pavilion | 15 | 100 | 20 | 130 | | |
| Football pitches | POA | POA | POA | POA | | |
| Cuiclest mitals | £100 per ga | £100 per game longer than 20 overs per innings | | | | |

£80 per game shorter than 20 overs per innings

Prices vary depending on pitch size

POA = price on application
Bank Holidays are charged at the weekend rate.

Cricket pitch