



Terms & Conditions of Hire for Commercial Organisations, Clubs and Societies

1. Hiring of the Facility

- 1.1 The booking contract is between the Hirer (as stated on the booking form) and Ashlyns School (BerkoAstro) hereinafter called "BerkoAstro".
- 1.2 This form must not be signed otherwise than:-
(i) By a person over 18 years of age
(ii) In the case of a company, by a Director and the Company Secretary or other authorised signatory
(iii) In the case of a club or unincorporated association by the authorised signatory
Where the facilities are hired for a company, the company and the Hirer shall be jointly and severally liable hereunder and where facilities are hired for a club the members of the club using the facilities and proprietor and appointed officers of the Club and the Hirer (if not otherwise liable) shall be jointly and severally liable hereunder. Where the facilities are hired for an unincorporated association, the Officers of the association and the Hirer (if other than an officer of the association), shall be jointly and severally liable hereunder and where the facilities are hired by any other group of persons, the members of that group and the Hirer, (if not such a member) shall be jointly and severally liable hereunder.
- 1.3 Any legal or financial issues from the booking will be taken up with the Hirer.
- 1.4 This Agreement will be governed by and construed in accordance with English law.
- 1.5 The Facility shall comprise the pitch, floodlighting and fencing at the rear of Ashlyns School, Berkhamsted and is shown by dark edging on the map herewith together with the right to park in the designated 'parking area' on the plan but not on any other part of Ashlyns School premises

2. Payment for the Facility

- 2.1 On confirmation of your booking, the Hirer will be sent a breakdown of the booking, including all costs and VAT (if applicable and at the prevailing rate)
- 2.2 All payments for the use of the Facility are to be made prior to the commencement of the booking
- 2.3 In special circumstances arrangements may be made for payment to be made against an invoice. In those circumstances invoices will be sent from BerkoAstro and payment should be made directly to it at Ashlyns School as detailed on the invoice
- 2.4 Payments against invoices must be made within 30 days of the invoice being issued.
- 2.5 In the first instance for queries on invoices, please contact the accounts department at Ashlyns School 01442 863605.
- 2.6 VAT will be charged on all bookings unless the booking satisfies VAT exemption criteria
- 2.7 The Hirer must inform BerkoAstro if there is a change of address related to the Hirer

3. Obligations of the Hirer

The Hirer shall:

- 3.1 take good care of and cause no damage to any fencing, equipment, floodlighting or fittings situated at or forming part of the Facility; and in the event of any negligence misuse or wilful damage to the Facility or any equipment on it by the Hirer the Hirer shall pay to BerkoAstro immediately upon demand the cost of re-instating / repairing or replacing any part of the Facility;
- 3.2 not remove any of BerkoAstro's property from the Facility;
- 3.3 comply with the rules and regulations made by BerkoAstro from time to time for the management use and occupation of the Facility;
- 3.4 Comply with all fire precautions applicable to the Facility and the adjacent school premises;
- 3.5 Not do anything which may cause nuisance or annoyance to BerkoAstro or any other user of the Facility; or local residents
- 3.6 Ensure that at the end of the Hire the Facility (including the changing rooms) is left in a clean and tidy condition;
- 3.7 not allow anyone not authorised by BerkoAstro to enter or use the Facility;
- 3.8 ensure that there is no smoking at the Facility by the Hirer or anyone using the Facility by arrangement with the Hirer;
- 3.9 use the Facility only for the purposes indicated on the booking form;
- 3.10 ensure that the gate to the Facility is locked and the Facility is left secure at the end of the hiring period;
- 3.11 ensure that all vehicles are parked in the parking spaces provided within the parking area as shown on the plan and are not driven or taken on to any other parts of Ashlyns School save for the designated access routes;
- 3.12 not to trespass on any part of the adjacent premises of Ashlyns School and to access and leave the Facility only along the driveway shown hatched black on the map attached hereto;
- 3.13 comply strictly with the Use Regulations displayed at the Facility;
- 3.14 only enter Ashlyns site via the main entrance on Chesham Road.

4. Arrangements for the Booking

- 4.1 BerkoAstro staff will open the pitch prior to the booking and close it after the last booking of the evening. For bookings that are outside our normal operation times, security will be informed of the bookings and open the pitch accordingly
- 4.2 Please note that all bookings are 60 minutes in duration. Please ensure you finish on time so bookings run smoothly throughout the day. It is the Hirer's responsibility to start and finish on time

5. Health & Safety Information

- 5.1 We advise all bookings to include at least one mobile phone number which is available throughout the booking period; this is compulsory for bookings that are outside our normal operation times
- 5.2 We advise at least one person who is to be present during the booking period to have basic first aid knowledge or to have completed a first aid course; this is compulsory for bookings that are outside normal operation times
- 5.3 In case of an emergency please follow the procedures on the Notice Board.
- 5.4 Please advise BerkoAstro of any accident/incident that occurs at the Facility
- 5.5 A Risk Assessment for the pitch is available on request from BerkoAstro.

6. Cancellation

6.1 Cancellation by BerkoAstro:-

BerkoAstro reserves the right at its absolute discretion to cancel a booking:

- (i) should it require the use of the Facility owing to unforeseen circumstances or in an emergency
- (ii) if BerkoAstro is of the opinion that the function is likely to prove of an objectionable undesirable character
- (iii) if the Facility is, in the opinion of BerkoAstro, unfit for use
- (iv) if BerkoAstro is dissatisfied with the evidence of insurance produced by the Hirer in accordance with 8.4 hereof or no such evidence can be produced
- (v) if payment has not been made in accordance with the provisions of clause 2 hereof

6.1.1 In the event of such a cancellation the total charges previously paid to BerkoAstro (if any) will be refunded to the Hirer but no liability will be accepted for any other expenditure or compensation to the Hirer or any other person in respect of any such cancellation howsoever caused.

6.1.2 BerkoAstro reserves the right to terminate any lettings or series of lettings immediately in the event of the Hirer failing to observe or perform any of the Terms and Conditions of Hire.

6.2 Cancellation by the Hirer:-

6.2.1 Cancellation more than 4 weeks prior to the commencement of the hire period will result in 100% of fees refunded back to the Hirer.

6.2.2 Cancellation of 4 weeks or less but more than 1 week prior to the commencement of the hire period will result in 50% of fees refunded back to the Hirer.

6.2.3 Cancellation less than 1 week but more than 24 hours prior to the commencement of the hire period will result in 25% of fees refunded back to the Hirer.

6.2.4 Cancellation less than 24 hours prior to the commencement of the hire period will result in no fees being refunded back to the Hirer.

7. Temporary Closure

- 7.1 In the event of any failure or breakdown of the supply of essential services, fire or any accident or occurrence whatsoever and howsoever caused rendering necessary in the opinion of BerkoAstro the temporary closing of the Facility, or an interruption of any engagement whether before or during any function, or of any repairs or renewals consequent upon any such breakdown, and the Hirer agrees that BerkoAstro shall not be liable for any loss or claims arising from such closure of the Facility.

8. Insurance & Liability

- 8.1 It is agreed that the Facility will be made available to the Hirer in its present condition and "as seen" and no representation or warranty is made or given by BerkoAstro relating to the standard or condition of the Facility.
- 8.2 The use of the Facility is entirely at the risk of the Hirer and BerkoAstro will accept no responsibility for any claims actions demands proceedings or costs arising out of any claims made be or against the Hirer or a third party.
- 8.3 The Hirer will indemnify BerkoAstro against all claims, damages, liabilities and losses, and any costs associated therewith, resulting from any claim by any third party resulting from any loss or injury arising from the use of the Facility or the presence of the third party on the Facility where such loss or injury results from misuse or negligence by the Hirer.
- 8.4 The Hirer shall take out and maintain in force an insurance policy with a reputable insurer for not less than £2,000,000 covering the foregoing indemnity and any liability to any third party or BerkoAstro, resulting from the use of the Facility and the presence of the third party at the Facility and the Hirer shall produce evidence of such insurance whenever required by BerkoAstro.

9. Exclusion

Notwithstanding any other contractual arrangement with the Hirer BerkoAstro reserves the right at its absolute discretion to refuse or direct the Hirer to refuse the admission of, or to evict any person from the facility without stating any reason and shall not be liable to pay any compensation to the Hirer arising out of such exclusion.

10. Non-Transfer

The booking is personal to the Hirer and it shall not assign transfer or share its right to use the Facility. I hereby agree to comply with the Terms and Conditions of Hire of the Astro Pitch at BerkoAstro, Ashlyns School Berkhamsted. I understand I will be charged prior to commencement of my booking and I have read and accept all of the terms and conditions of BerkoAstro. I have retained the terms of conditions of hire for my reference.

I hereby agree to comply with the Terms and Conditions of Hire of the Astro Pitch at BerkoAstro, Ashlyns School Berkhamsted. I understand I will be charged prior to commencement of my booking and I have read and accept all of the terms and conditions of BerkoAstro. I have retained the terms of conditions of hire for my reference.

Signed: _____ Date: _____