

TERMS & CONDITIONS

PARENTS/GUARDIANS

1. Definitions

1.1 The following words shall have the following meanings when used in these Terms:

- (a) Attendees: the guests and attendees of the parent/guardian attending the Event. (b) Booking Form: the form or other documentation to which these Terms are attached setting out details of the parent/guardian, the Event and the Services (if any).
- (c) Event: the event in respect of which the booking is made, details of which are set out in the Booking Form.
- (d) Event Period: the period during which the Event is to take place.
- (e) Fee: the fee payable by the parent guardian to BW as set out in the Booking Form (including the Deposit).
- (f) General Rules: BW's general rules and regulations applicable to the use of Beechwood School facilities.
- (g) P/G: the parent/guardian of the attendee whose details are set out in the Booking Form;
- (h) Premises: the premises at Beechwood School to be provided by BW for the attendees use, details of which are set out in the Booking Form. (j) Rules: the General Rules and the Specific Rules.
- (i) Services: the services (if any) to be provided by BW in conjunction with the Event, details of which are set out in the Booking Form.
- (j) Specific Rules: BW's specific rules and regulations (if any) applicable to the specific Premises to be used by the attendee or applicable to the specific nature of the Event, a copy of which is attached to the Booking Form.
- (k) Terms: the terms and conditions set out in this document and the Booking Form; and
- (l) BW: Beechwood

1.2 The words "writing" or "written" in these Terms, will include e-mail unless BW says otherwise.

2. Contract

2.1 No contract will arise between the P/G and BW until BW has given the P/G confirmation in writing that the booking has been accepted by invoice receipt.

2.2 If the P/G includes more than one legal person, they shall be jointly and severally liable to BW for the P/G's obligations under these Terms.

3. BW's Obligations

3.1 BW shall make the Premises available to the attendee during the Event Period and shall supply the Services to the attendee during the Event Period.

3.2 BW shall ensure that the Services are supplied with reasonable skill and care.

4. P/G's obligations

4.1 The P/G shall:

- (a) pay the Fee in accordance with clause 5 of these Terms;
- (b) use the Premises only for the Event;
- (c) comply with the Rules;
- (d) The hirer will be responsible for arranging transport to and from the airport and the school.
- (e) The hirer will be responsible for ensuring that appropriate visas are in place or attendees should not attend the course.

4.2 The P/G shall indemnify BW, its officers, employees, agents and subcontractors on demand against all losses claims, costs and liabilities of any nature which may be bought against or incurred by BW or its officers, employees, agents and subcontractors by reason of any breach by the P/G of these Terms or by any act or omission, neglect or default on the part of the P/G or its Attendees. This includes accidental injury to attendees in football training, matches and use of the gym.(including, but not limited to any damages or breakages to any property belonging to BW or Beechwood School).

5. Fee and payment

5.1 The Fee is to be paid in full to secure the place for the attendee as outlined in the booking form.

6. Cancellation

6.1 The P/G shall have the right to cancel the booking at any time prior to the commencement of the Event by serving notice in writing upon BW and shall pay to BW the Cancellation Charges shown on the Booking Form in the event of cancellation.

6.2 BW shall have the right to cancel the booking at any time prior to the commencement of the Event by serving notice in writing upon the P/G and shall refund to the P/G all Fees paid by the P/G but shall have no further liability to the P/G.

7. BW's liability to the P/G

7.1 Nothing in these Terms shall limit or exclude BW's liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its officers, employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation; or
- (c) any other losses which BW is prevented from excluding or limiting by law.

7.2 Subject to the provisions of clause

7.1, neither BW nor its officers, employees, agents or subcontracts shall under any circumstances be liable to the P/G, 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 the booking and BW's total liability to the P/G in respect of all other losses arising under or in connection with the booking shall in no circumstances exceed the total amount of the Fee payable by the P/G.

8. Use of intellectual property and personal information

8.1 Unless expressly agreed otherwise in writing, the P/G shall have no rights to use any trademarks, trade names, logos or images belonging to BW or Beechwood School.

8.2 BW will use any personal information the P/G provides to:

- (a) comply with its obligations under this agreement;
- (b) process the P/G 's payment; and
- (c) inform the P/G about similar products or services that BW provide, but the P/G may stop receiving these at any time by contacting BW.

8.3 BW will not give any personal data to any third party.

9. Public Liability Insurance

9.1 BW shall ensure that public liability insurance is in place to cover the P/G against the costs (the first £100 excepted) of legal liability to pay damages following accidental injury to any person (other than the P/G 's own employees) or loss or accidental damage to the School's premises or property or equipment leased or rented by BW.

9.2 The P/G shall ensure that neither it nor any of the Attendees shall do, or omit anything to be done which might cause any insurance for the time being in force to be avoided or any premium to be increased.

10. Miscellaneous

10.1 Neither the P/G nor BW 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 results from events, circumstances or causes beyond its reasonable control.

10.2 BW may transfer BW's rights and obligations under these Terms to another organisation, and BW will always notify the P/G in writing if this happens, but this will not affect BW's rights or BW's obligations under these Terms.

10.3 This contract is between the P/G and BW. No other person shall have any rights to enforce any of its terms.

10.4 Each of the paragraphs of these Terms operates separately. If any courts or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

10.5 If BW fail to insist that the P/G perform any of its obligations under these Terms, or if BW does not enforce its rights against the P/G, or if BW delay in doing so, that will not mean that BW has waived its rights against the P/G and will not mean that the P/G does not have to comply with those obligations. If BW does waive a default by the P/G, BW will only do so in writing, and that will not mean that BW will automatically waive any later default by the P/G.

10.6 These Terms are governed by English law. The P/G and BW both agree to submit to the exclusive jurisdiction of the English courts.

APPENDIX

GENERAL RULES APPLYING TO ALL VENUE HIRE OR USE OF BEECHWOOD SCHOOL FACILITIES

1.Licences The P/G will be required to comply with all premises licences held by Beechwood School.

2.First Aid Beechwood School has duty emergency aiders able to assist during normal school hours in term- time and during weekday working hours in the holidays.

3.Child Protection BW has initiated measures to ensure that commercial organisations hiring the facilities have appropriate policies and procedures in place in regard to safeguarding children. P/G 's are required to take all appropriate steps to ensure the welfare of children.

4.Smoking & Drug Use By law, all Beechwood School buildings are non-smoking areas. Guests who smoke will be asked to stop immediately. If they continue to smoke in any areas other than those clearly marked by the provision of ashtrays, the Police will be called. The P/G and guests must not bring illegal drugs or other illegal substances on to the premises.

5.Alcohol The P/G shall not bring any alcohol on to the premises without prior agreement from the School.

6. Electrical Equipment P/G's must ensure that any electrical equipment brought onto the premises by themselves or their representatives (eg bands, discos, stallholders' appliances. lighting etc) has been PAT tested by a competent person within the last year, and for ensuring that plugs, flex and the appliance casing is visually checked for safety before being plugged into the school supply. BW does not accept responsibility for the safety of electrical equipment not supplied by itself.

7. Parking The P/G may normally use the School for parking. However, BW reserves the right to either 1. Allocate to the P/G only limited parking space, 2. Specify that all the P/G vehicles must park elsewhere on school premises or 3. Request that all the P/G 's vehicles are parked off-site. Whilst every effort will be made to give as much notice as possible, BW reserves the right to make changes to parking availability at short notice.

8. Noise & Nuisance All P/G 's are requested to respect local residents and keep noise and nuisance to a minimum. Guests staying in residential accommodation are not able to use the outdoor areas at the house, after 10pm.

9. Conduct & Communication All P/G 's are required to ensure that all Attendees communicate with Beechwood School staff and all other users of the school campus including, but not limited to, visitors to other residential properties, the chapel, School function rooms, classrooms, the theatre & the sports centre, in a polite and courteous manner at all times. The P/G will not behave or permit any behaviour at the Event which might reasonably be regarded as detrimental to the reputation of the School or otherwise incompatible with the purpose, objectives and moral values of the School.

10. Maintenance It is our aim to provide the best facilities possible for our guests. We ask therefore that any maintenance issues are reported to Beechwood School staff as soon as possible. We reserve the right to undertake all necessary maintenance throughout a booking period to maintain the facilities, grounds and equipment.

11. Risk Assessments Beechwood School produces risk assessments for activities/facilities and a meeting can be arranged with the relevant person to discuss these. However these are school documents and copies will not be provided to P/G.

12. Litter The attendees will be responsible for removing all their own litter (unless agreed otherwise by BW).

14. Dogs No dogs (other than guide dogs) are permitted inside Beechwood School premises.

15. Data Protection Beechwood School complies with current Data Protection laws. All personal data supplied to the school is used in accordance with our Privacy Notice, available on our website or by request.

SPECIFIC RULES APPLYING TO HIRE OF RESIDENTIAL ACCOMMODATION AND ASSOCIATED FACILITIES

1. Residential Information

- a. BW are responsible to ensure the facilities are used, secured and maintained in an appropriate manner.
- b. Floor plans for Houses are detailed showing accessible areas, bedroom allocation and fire exits.
- c. Parking will be provided at the main School site only. Parking may be possible adjacent to the House but only by prior arrangement.
- d. In each House there are adjacent private areas of accommodation and residential flats utilised by Beechwood School staff. Privacy and consideration should be given to parking, external gardens and private areas.
- e. A fire emergency briefing will be given by Beechwood School staff on arrival and guests are required to undertake a fire drill within 48hrs of arrival.

2. Facilities & Services

- a. All facilities will be regularly monitored and cleaned throughout the hire period.
- b. Daily cleaning will take place Monday-Saturday inclusive, within all areas of residential accommodation.
- c. The provision of all bed linen is included, with a weekly linen change.
- d. Where facilities or services become unavailable during the hire period, BW will use all reasonable endeavours to maintain the provision, without adversely affecting the attendees.
- e. The School representatives may enter the premises at any time during the hire period.
- f. All catering will be provided in a Central Dining area. Provision of breakfast, a two course lunch and two course dinner will constitute a residential overnight rate. Meal times will be agreed between the parties. Lunch or dinner meals can be substituted with either packed lunches or BBQs as required but may be subject to the appropriate supplement and advanced notice of 72hrs is required. Specialist catering requirements and any special dietary requirements that are required may be available by arrangement.
- g. Additional Services – BW may provide additional services including personal laundry, luggage transfers, photocopying, use of telephones etc. which will be charged at reasonable costs agreed at the time of booking.

3. First Aid Due to the nature of this booking, BW will be responsible for primary First Aid provision.

4. Marketing & Promotion The P/G shall not use the name 'Beechwood School', its logos, images or any other associated material for the purpose of marketing or communication, without the School's written approval. All material must be submitted to the School for approval, prior to use.

5. Damages The P/G will ensure that all damage, breakages or losses, shall be reported immediately to the School's appointed management contact. The P/G will be charged for all damage, breakages and losses.

6. Housekeeping At the end of their stay, the attendee will leave the venue in an orderly state and in the same condition as they found them. Any cost incurred by the School, should the attendee fail to comply with this condition, will be charged to the P/G.

7. Staffing .

- a. BW will ensure that staffing ratios are sufficient to provide a safe and high quality experience, for their guests.
- e. Staff will ensure that all guests are properly supervised whilst on site and respect the School's facilities, equipment, staff, other residential guests and neighbours at all times.
- f. There must always be a responsible member of staff present in the boarding house with guests at all times in case an emergency situation arises.