

Stratford upon Avon School

Terms and Conditions of Hire of School Facilities

Revised January 2023

Thank you for your interest in hiring the facilities at Stratford upon Avon School. We look forward to working with you to ensure that we have a long and successful relationship that serves both yourself, the school and the wider community. Please find below important Terms and Conditions of hire for your reference. We suggest you keep these on file so that you may refer to them as necessary. They can also be found on our website <http://www.stratforduponavonschool.com>.

General Information

Point of Contact: Lettings and Events Co-ordinator. Telephone: 01789 416669/268051. Email: lettings@stratfordschool.co.uk.

Availability: School bookings can be taken, subject to availability, during the following core hours:

(Please factor into your booking period any set up or take down time required)

Sports Facilities	Term Time	Monday to Thursday	18.00 to 21.30
		Friday	17.00 to 20.00
		Saturday	09.00 to 16.30
		Sunday	09.00 to 13:30
	School Holidays	Monday to Thursday	09.00 to 21.30
		Friday	09.00 to 20.00
		Saturday	09.00 to 16.30
		Sunday	09.00 to 13.00
Main Building	Term Time	Monday to Thursday	17.00 to 21.00
		Friday	17.00 to 20.00
		Saturday	09.00 to 16.30
		Sunday	09:00 to 13.00
	School Holidays	Monday to Thursday	09.00 to 21.00
		Friday	09.00 to 20.00
		Saturday	09.00 to 16.30
		Sunday	09.00 to 13.00

Extensions may be possible for larger events. Please contact the Lettings and Events Coordinator for information on lettings@stratfordschool.co.uk.

The facilities are available for hire throughout the year, with the exception of;

- **A two week break at Christmas where the school is completely closed**
- The Easter weekend and Bank Holiday Mondays plus the Tuesdays immediately following at Easter, Spring half term and August.
- Open Evenings will take place one day in September and one in November (usually a Wednesday) where the school will be closed to hirers

- GCSE and A level exams and mocks, this will mean certain areas of the school will need to be closed in order to allow for exam conditions for students. This could be up to a 6 week period depending on the area and time of year.
- Certain other dates may be set aside for essential maintenance and School functions at the discretion of Stratford upon Avon School. Notice of these dates will be given to hirers whose bookings are affected, at the point of booking whenever possible or as soon as possible thereafter.

Meanings:

Facilities: Means the facilities and services hired by the Hirer as set out in the Booking Form

Hirer: Means the person, firm or company named on the booking form

School: Refers to 'Stratford upon Avon School', Alcester Road, Stratford upon Avon, Warwickshire CV37 9DH

School Premises: Means any part of the school, including land, within the ownership or control of the school

Written: Refers to letter or email communication

1 Booking Procedures

- 1.1 All bookings made for the hire of School facilities and services are subject to these Terms and Conditions. By making a booking, the Hirer agrees to ensure that all members of the Hirer's party will comply in full with these Conditions.
- 1.2 All applications must be made via the booking form provided by the school (available on our website www.stratforduponavonschool.com). This form must be completed in full, including the attachment of all relevant documents requested and posted or emailed to the Lettings and Events Co-ordinator at the above address or lettings@stratfordschool.co.uk.
- 1.3 Please ensure that in your requested timings you have allowed time for set up and take down of your event.
- 1.4 It is the Hirer's responsibility to obtain all relevant licences i.e. alcohol and all public entertainment licences and performance rights (please see the booking form for further details).
- 1.5 The period booked should include any time needed **to prepare and clear up**, including setting up and setting down of equipment. All users are asked to vacate the facility promptly on completion of their hire period as there will be another hire following on.
- 1.6 The hire charge is set out in the confirmation email. **If the School supplies any additional facilities or services, or if the Hirer uses the Facilities for longer than the agreed time, a further charge will be made at the School's current published hourly rates.**
- 1.7 Booking confirmation via email will only be given once all relevant booking documentation has been received.
- 1.8 A **non-refundable** deposit of 50% of the total hire fee up to a maximum of £100 will be required for new hirers and/or bookings made more than two months in advance in order to secure a booking.
- 1.9 All bookings are conditional upon the payment of the hire charge set out in the Booking Form.
- 1.10 Only bookings that have received a confirmation email from the school will be honoured by the school.
- 1.11 The Booking Form sets out details of the Hirer's requirements. The booking may only be changed following receipt of the booking confirmation if the School agrees in writing.
- 1.12 The person signing the application form shall be considered the Hirer and must be over 18 years of age. The facilities hired will only be used for the purpose described in the booking form.

- 1.13 The Hirer will be responsible for providing its own staff unless otherwise agreed with the School.
- 1.14 Authority to accept or cancel a booking shall rest with the school.
- 1.15 The School requires anyone who owns, manages or works in a service dealing with children or vulnerable adults to undergo an enhanced DBS check. The Hirer is responsible for arranging DBS checks. For Further information, please visit the DBS Website to read further Government guidance: <https://www.gov.uk/government/organisations/disclosure-and-barring-service>.
- 1.16 **Continual or Termly Bookings:** Organisations wishing to book sessions for a whole term or more than 10 sessions must give details on the booking form of start and end dates, and any breaks or holidays during the term. In instances of a rolling booking, hirers should re-book 5 weeks in advance to ensure continuation of hire.
- 1.17 The school gives preference to all regular bookings rather than seasonal bookings.
- 1.18 In the event that a hirer does not rebook their place or does not reply to the school's enquiries regarding re booking , the school reserves the right to re-hire the facility to another party.

2 Invoicing and Payment

- 2.1 Payment will be required at least one month prior to the booking and invoices will be raised accordingly. The Hirer shall make all payments due under these Conditions without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.
Payments can be made to: Bank Account Name: Stratford upon Avon School Bank Account Number: 40811468 Bank Account Sort Code: 30-98-26
- 2.2 Payment is due on receipt of invoice. No payment shall be deemed to have been made until the School receives cleared funds into its account.
- 2.3 Non-payment of invoices will be subject to our normal credit control procedures.
- 2.4 Further bookings CANNOT be accepted if there are any payments outstanding to Stratford upon Avon School.
- 2.5 The School reserves the right, without limiting any other rights it may have, to charge interest at 5% per month on any outstanding amount due.
- 2.6 Late availability bookings (bookings made less than 7 days before hire date) should be paid in full on the day of the booking, if not before by direct transfer to our bank and confirm payment to the lettings email lettings@stratfordschool.co.uk.
- 2.7 For large events that require the school to make special arrangements that may include moving or cancelling other hirers, a deposit is payable on booking and followed by staged payments to ensure payment is complete before the event commences.
- 2.8 VAT is applicable on all sports bookings of less than ten consecutive sessions (with less than a 14 day gap between sessions). For more details go to our website or follow the link below to the official HMRC VAT documents.

<https://www.gov.uk/government/publications/vat-notice-70145-sport/vat-notice-70145-sport>

3 Cancellation and Refunds

- 3.0 All sports and dance facility bookings would normally incur VAT. In order to qualify for exemption, they must have a minimum 10 week block booking with less than a 14 day gap between sessions to ensure that they qualify as VAT exempt. In line with HMRC guidelines bookings of this nature cannot be cancelled or refunded for any reason except by the school where the facility is unavailable for safety and operational reasons. **Otherwise VAT will be applied to the whole series of bookings.**
- 3.1 For all other lettings, the Hirer may cancel the booking either in whole or in part by providing written notice to the School. Only the original email is deemed proof of cancellation, forwarded emails cannot be accepted. If the booking is cancelled after receipt of the Booking

Confirmation, the School reserves the right to charge the cancellation fees set out below. The date of cancellation shall be deemed to be the date on which the School receives written notice of cancellation via lettings@stratfordschool.co.uk. However, it must be acknowledged by the School as confirmation of receipt. All refunds will be issued as a credit note, which can be set off against future invoices or will be reimbursed if outstanding.

3.2 **Cancellation by the hirer:**

Should a hirer wish to cancel a booking the following protocol will be observed:

- At least 7 days' notice is given - no payment will be due
- Between 7 days and 48 hours - 50% of the cost of hire (unless we can rehire)
- If less than 48 hours' notice is given of cancellation 100% of cost of hire
- The school may waive cancellation fees in extenuating circumstances experienced by the hirer

For large events that require a deposit on booking, the cancellation period shall be as follows:

- Cancellation within 24 weeks of event - the deposit will be retained
- Cancellation within 12 weeks of the event - 50% of booking fee
- Cancellation within 4 weeks of event - 100% of booking fee

3.3 **Cancellation by the school:**

3.3.1 The school's primary purpose is to function as an educational establishment; therefore, at times school bookings may take priority over external bookings. Please note that the School reserves the right to move or postpone a booking, with due notice to the hirer.

3.3.2 Bookings cancelled due to playing conditions or severe weather that render the relevant facility unfit for purpose (as deemed by the school) will be reimbursed.

3.3.3 In the event of school closure due to 'Force Majeure' (see below) or for Health and Safety reasons we will make every effort to contact the Hirer in advance. The School will give as much notice as possible and where possible will propose alternative dates for the booking. If the alternative dates are unacceptable to the Hirer, all monies paid by the Hirer to the School will be refunded on a pro-rata basis.

3.3.4 Hirers should ensure that all contact details are correct at the time of hire and advise of any contact changes as necessary. It is the responsibility of the Hirer to advise all attendees of cancellation.

(Force Majeure: refers to exceptional events which prevent or hinder the performance of our obligation of hire. These are events beyond our control, which could not have been foreseen at the time the contract was entered into or prevented by Stratford upon Avon School. This includes; natural disasters, severe weather, government/authority actions, war, terrorism, riots, strikes, national or local emergency, protest, fire, flood, acts of omission outside the school's responsibility, any other cause whether similar or dissimilar that is outside our reasonable control.)

4 **Premature Termination of Hire Procedure**

4.1 Whilst the school values its relationships with its hirers and is proud to serve the community through provision of its facilities, in the rare event that the conduct of a hirer or any of their members falls below the expected standard, the school reserves the right to prematurely terminate the hire. This includes:

4.1.1 The Hirer failing to make a payment on the due date as set out in the Booking Form.

4.1.2 The Hirer failing to provide, on request, the School with a copy of the insurance policy/licensing as detailed in 1.2 and 1.4, where relevant.

4.1.3 The Hirer or any member of its party failing to comply with any other provision of these Conditions.

- 4.2 When a hirer is in breach of the Terms and Conditions or School Lettings Policy, the following procedure will be followed:
- Stage 1: First Offence = Verbal warning but will be noted
 - Stage 2: Second Offence = Written Warning
 - Stage 3: Third Offence = A meeting will be sought between the hirer and the school
 - Stage 4: If a satisfactory arrangement cannot be agreed, the result will be termination of hire.

Where applicable the school will follow this procedure. However, if the offence is deemed serious enough the school reserves the right to move immediately to stage 4 and terminate hire.

5 Code of Conduct for use of Facilities

- 5.1 Only the Facilities which have been agreed in the booking schedule may be used, and only during the period of the agreement – **this includes use of the school car park**. Facilities should be used only for the purpose that has been previously agreed by the School.
- 5.2 The Hirer and all members of their party must comply with all notices displayed within School Premises, the conditions of all licences granted to the School, any specific rules notified to the Hirer by the School concerning the use of a specific facility and the reasonable instructions of the School and its staff from time to time.
- 5.3 Hirers should ensure that they leave the facilities on a timely basis, particularly at the end of the day, to ensure that staff can complete their security checks and lock car park before the end of their shift.
- 5.4 Any facilities used should be left in the same condition as they were found i.e. in a clean a tidy state including furniture and equipment returned to their original positions. The school reserves the right to charge an appropriate additional cleaning/re-set charge for facilities left in an unacceptable state. There is an option on the booking form to purchase additional cleaning if required (price on application).
- 5.5 Hirers must take a register of all persons on site connected with their hire (in case of emergency). We reserve the right to refuse access to the facility if it is deemed necessary in order to control numbers. On booking, the school will advise on maximum numbers per facility, per activity.
- 5.6 The Hirer is responsible for the behaviour of all attendees and must ensure they do not access or wait/occupy areas other than those included in the booking form or impede any other bookings occurring at the same time. Only visitors associated with the Hirer's activity are permitted on School Premises.
- 5.7 No third party sales of food & drink provision is allowed on site, nor should hirers invite them on site, without the written confirmation, in advance, of the school. Contravention of this would invalidate any public liability and premises insurance of the hirer and the hirer would be fully liable for all losses.
- 5.8 Car parking is only allowed in the marked spaces, all roadways must be kept clear and 'no parking' signs must be respected. **The School does not guarantee parking will be available for all hirers at all times (school events take priority on certain event days). Hirers are reminded that use of the school car parking facilities, by themselves and their guests/visitors, are for the duration of their hire only. Cars must not be left on site overnight unless there are extenuating circumstances in which case the School must be advised immediately (fire procedures require that we must assume a car left unattended after hours means people still on site and a search of the buildings and grounds must be undertaken. This takes considerable time and you may be charged for this).**
- 5.9 NO smoking, including E-cigarettes, is permitted on any part of the site.
- 5.10 Suitable footwear must be worn in all cases, as specified at point of booking or by signage.

- 5.11 NO chewing gum is permitted on any part of the site.
- 5.12 NO animals are permitted on any part of the site (except guide, hearing or other support animals).
- 5.13 NO alcohol is permitted on site, unless the appropriate licence has been granted and with the approval of the school (clause 1.4).
- 5.14 Please use the litter bins provided.
- 5.15 Hirers using the All Weather Pitch must adhere to the rules and conditions of use (copy attached/displayed at the entrance to the AWP). Failure to comply is a breach of contract and will result in procedural warning and potential termination of your booking.
- 5.16 Hirers are asked to remember that the School is within a residential area, and hirers should display due consideration for residents. Hirers should ensure that they leave the School site as quietly as possible. Hirers must comply with reasonable requests made by site staff responsible for the premises.
- 5.17 Hirers should be aware that they bring their own equipment and vehicles onto the School site entirely at their own risk. The Hirer is responsible for the adequacy, suitability and safety of all equipment brought on to or stored (hirers own) on the premises.
- 5.18 Advertising may only be erected on school premises with prior permission. School reserves the right to remove unauthorised advertising.
- 5.19 No hazardous substances may be brought onto school premises without prior agreement with the School.
- 5.20 No photographs of school facilities, staff or students may be taken without prior permission of the school. The Hirer may take photographs of their own event after seeking parental permissions of any participants that may be required.
- 5.21 Tents or marquees may not be erected on school premises without the prior agreement of the school.
- 5.22 The school must be made aware at the point of booking if items are to be sold from the school premises.
- 5.23 The Hirer acknowledges that the use of the School Facilities will not be exclusive.

6 Insurance

- 6.1 The Hirer shall be liable for, and shall indemnify Stratford upon Avon School for all claims made against the School in respect of death, personal injury and/or loss or damage to property arising from the hiring, unless due to the negligence of the School.
- 6.2 The Hirer shall also be liable for any loss or damage to School property or premises arising from the hiring. The school reserves the right to charge the Hirer an additional fee for any associated costs it has incurred in such an event.
- 6.3 The hirer, not the School, is responsible for the provision of insurance for third party property/ injury/illness/death that is relevant and appropriate for the type of hiring.
- 6.4 The only instance in which the school is responsible for the provision of insurance for Hirer property is when such property has been specifically approved to be stored (at least overnight) on School premises, by prior agreement with the School. In order to activate this insurance, the property must first be separately listed and approved at the time of booking. Failure to provide all required information will invalidate the insurance cover available. Further details will be provided at the booking stage, if appropriate.
- 6.5 Certain bookings will require the Hirer to have Public Liability Insurance, with cover of at least £2,000,000. Evidenced documentation will be a requirement of the booking process and the school will be unable to confirm the booking until this has been received. Relevant hirings include, but are not limited to, events, sporting activities, clubs and other such activities where professional skills and instruction are essential to organise and manage the hiring. Hirers will

be notified at the time of booking if the criteria has been met in order to require the Hirer to have (evidenced) Public Liability Insurance.

- 6.6 Certain hirings will be subject to an additional fee in relation to the inherent insurance risk/cost the School incurs in order to provide its facilities for hire. The nature of the hire, whether it be the associated risk or size of hiring, will be a determining factor for this additional fee and more details will be provided at the time of booking, if relevant.
- 6.7 In the event of any claim arising during the hiring, the Hirer should not accept liability to the claimant but immediately forward such claims with a brief report on the incident to the Lettings and Events Coordinator for further action.

7 Hire Charges

- 7.1 Hire charges will be reviewed annually and any changes will be notified to Hirers and effective from the 1st September. A copy of the price structure can be obtained from the school website (www.stratforduponavonschool.com) or from the Lettings and Events Coordinator.
- 7.2 Discounts of up to 20% may be available to bona fide "junior" groups (aged 16 and under). Other discounts may be applicable; please enquire for details. **Please note that multiple discounts cannot be applied to a single booking.**

8 Health and Safety (including Emergency Procedures)

- 8.1 Members of the Hirer's party use the Facilities and any equipment at their own risk and are responsible for their own health and safety. The School has no obligation to supervise members of the Hirer's party unless otherwise agreed. The control and instruction of members of the Hirer's party is the responsibility of the Hirer and the Hirer must ensure that all members of the party comply with all notices, rules and regulations concerning the use of the Facilities as notified by the School from time to time (including, but not limited to, the School's Health & Safety Policy).
- 8.2 If at any time the School, in its discretion, considers that any act or omission of the Hirer or any member of the Hirer's party may put someone or any property at risk, the Hirer must comply with any reasonable direction provided by the School in relation to the same.
- 8.3 The Hirer is responsible for the provision of first aid equipment, and the application of first aid where necessary.
- 8.4 All hirers must ensure that a register is taken of all persons on site connected with their hire. Spot checks will be conducted on an ad hoc basis by duty staff.
- 8.5 Accident/incident and near miss reporting to duty staff must be done at the time of the accident, if possible, or by email to the school within 24 hours.
- 8.6 No equipment shall be brought onto site without prior permission of the school.
- 8.7 Any electrical equipment brought onto site must be PAT tested in advance to ensure it is electrically safe.
- 8.8 Fire exits must not be obstructed or used as a method of entry.
- 8.9 For events/activities attracting large numbers, the maximum numbers permitted will be set by the school to ensure the safety of all visitors to the school.
- 8.10 Should the fire alarm sound, you must immediately vacate the building and meet at the designated meeting point to retake your register of attendance in order to ensure that all your participants are out safely.
- 8.11 No gas canisters or open flames are permitted on site (in the case of candles for a birthday cake, permission will be sought from the School on booking).
- 8.12 In the event that the fire alarm is sounded, hirers are required to evacuate the building as quickly as possible and assemble in the car park area, at the front of the school, by the bicycle shelters at the far side of the car park. Hirers are responsible for carrying out their own roll call to ensure all members are present.

9 **Child Protection and Safeguarding**

- 9.1 The Hirer and any member of its own staff on School Premises under the terms of this agreement shall read and comply with the School's safeguarding policy (a copy of which is available on the School website www.stratforduponavonschool.com). The School reserves the right, before the Hirer is permitted to hire the Facilities, to request written confirmation from the Hirer to this effect.
- 9.2 The Hirer and any member of its own staff on School Premises, under the terms of this agreement, consent to report any safeguarding concerns (irrespective of whether or not it concerns a pupil or staff member of the School) to the School without delay. The School will make a decision as to whether the information has any implications for the continuation of the hire and may terminate this contract or impose certain conditions for the continuation of the hire period.
- 9.3 Where the hirer is responsible for children or vulnerable adults, it is the Hirer's responsibility to ensure the safety and welfare of those individuals during the period of the hire and until they are collected by a parent/carer.
- 9.4 The Hirer is responsible for maintaining an up to date list of its own staff who are on School Premises under the terms of this agreement. The Hirer agrees to provide a copy of the up to date list to the School upon request.
- 9.5 Where the School so requires, the Hirer will confirm in writing that an identity check and Disclosure and Barring Service (DBS) check has been undertaken on its own staff on School premises under the terms of this agreement. The School reserves the right to request such confirmation before the Hirer is permitted to hire the Facilities.
- 9.6 Where the Hirer will be using the School premises/facilities at such times when students of the School also have access, the School reserves the right to require the Hirer to confirm in writing that an enhanced DBS check of their staff has been undertaken.
- 9.7 Where the School determines that the Hirer's staff will be undertaking 'regulated activity' as defined by the Safeguarding Vulnerable Groups Act 2006, the School reserves the right to require the Hirer to confirm in writing that an enhanced DBS disclosure with barred list information has been undertaken.
- 9.8 Where the Hirer is required by the School to undertake vetting checks on their staff, the Hirer confirms that they will keep and maintain records of the vetting checks undertaken for the duration of this contract, giving confirmation, in writing, that this process is being carried out. The Hirer acknowledges that the School may verify the identity of the Hirer's staff on their arrival at the School against photo ID eg a passport or driving licence. If the Hirer is an individual with no over-arching affiliating body who can undertake any necessary vetting checks required by this Clause 9, the School may request that the Hirer's professional association (if any) assist with the necessary checks and/or the School may request the Hirer to subscribe to the DBS Update Service.

10 **Intellectual Property**

- 10.1 The school name may be used in marketing materials i.e. Stratford upon Avon School (not "High School"). Please mention this at time of booking. Use of the school logo is only permitted after consultation with the school and approval of associated artwork.

11 **Liability**

- 11.1 It is the responsibility of the Hirer to ensure that the facilities are fit for the purpose for which they are hired.
- 11.2 Notwithstanding anything else contained in these Conditions, the School shall not be liable to the Hirer or any member of its party for any loss or damage (whether for loss of profit, loss of

business, depletion of goodwill or otherwise), costs, expenses or other claims for compensation whatsoever (howsoever caused) which arise out of or in connection with:

11.2.1 the failure by the Hirer or any member of its party to comply with any of these Conditions;

11.2.2 any act or omission of a third party;

11.2.3 the loss of, theft of or damage to any personal items, equipment or property belonging to the Hirer or any member of its party;

or

11.2.4 if the School has not breached any legal duty owed by it to the Hirer;

11.2.5 if the loss or damage the Hirer or any member of its party suffers is not a reasonably foreseeable result of any breach by the School of its duty to the Hirer.

11.3 Nothing in these Conditions shall exclude or limit the liability of either party to the other for death, personal injury or damage to property caused by either party's negligence or fraudulent misrepresentation.

11.4 The Hirer agrees to indemnify and keep the School indemnified from and against any breach by the Hirer or any member of its party (or any other person invited by the Hirer or member of its party onto School Premises) of these Conditions including, without limitations, all claims, actions, proceedings, losses, liabilities, damages, costs, expenses (including reasonable legal costs and expenses) however suffered or incurred by the School in consequence of the breach or non-observance of these Conditions.

12 **Events Beyond the School's Control** (see also 3.3)

12.1 The School shall not be liable to the Hirer for any loss or damage suffered or any cost or expense incurred by the Hirer due to the failure of the School to provide the Facilities, or any part of them, for part of or the whole of the booking period, if that failure results from any event beyond the School's control (including, but not limited to weather conditions, fire, terrorist activity, industrial action, government action national emergency or other circumstances beyond the School's reasonable control).

13 **General**

13.1 The Hirer may not assign or sub-let the rights granted under these Conditions without the prior written consent of the School. All rights granted to the Hirer are granted solely to the Hirer.

13.2 These Conditions and the Booking Form, form the entire agreement between the School and the Hirer and supersede any prior promises, representations, undertaking or implications whether written or oral (excepting where a specific agreement/contract has been drawn up between the Hirer and the School).

13.3 The Hirer warrants that it has complied in all respects with the provisions of the Data Protection Act 2018 and General Data Protection Regulations in respect of the provision to the School of personal data belonging to members of its party.

13.4 Failure or delay by the School in enforcing or partially enforcing any provision of these Conditions shall not be construed as a waiver of any of its rights under these Conditions. No waiver of any of these Conditions by either party shall be deemed to be a further or continuing waiver of any subsequent breach of that term or condition or any other term or condition.

13.5 The Contracts (Rights of Third Parties) Act 1999 shall not apply to these Conditions.

13.6 These Conditions and any disputes or claims arising out of or in connection with their subject matter are governed by and construed in accordance with the law of England. The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Conditions.

13.7 Any notice required under these Conditions or by statute, law or regulation shall (unless otherwise provided) be in writing and delivered in person or registered mail or sent by email to

the addresses as set out in the Schedule or as each party may from time to time designate by notice hereunder. Any such notice shall be considered to have been given on the first working day of actual delivery or sending by email or in any event within 2 working days after it was posted in the manner hereinbefore provided.

14 **Dispute Resolution**

- 14.1 If a dispute arises out of or in connection with the Hire Contract, the parties will, following a written request from one to the other, attempt in good faith to resolve the dispute: through discussions between the School's Representative and the Hirer's Representative failing which; (b) through discussions between the School's Business Leadership Team and the Hirer.
- 14.2 No party may commence any court proceedings in relation to any dispute arising out of the Hire Contract until it has attempted to settle the dispute through the discussions referred to above, and then through an alternative disputes resolution process through CEDR or such other certified body approved by the School and the other party has failed to participate in the discussions, provided that the right to issue proceedings is not prejudiced by a delay.
- 14.3 The Business Leadership Team or staff nominated by them are available to discuss any issues that may arise from the hire of the premises or facilities.
- 14.4 The School's complaints policy is available on the intranet, website and in hard copy form.
<http://www.stratforduponavonschool.com/school-policies>

15 **Pandemic**

- 15.1 In the event of a pandemic (or equivalent) the school will issue guidance to hirers in accordance with Government guidelines.

16 **Comments and Feedback**

Thank you for choosing Stratford upon-Avon School for your hire. In order to continually improve the service provided to you, the Hirer, the School will conduct user satisfaction surveys from time to time.

If, at any time, you wish to make constructive suggestions for improvements or if you have any queries please contact the Lettings and Events Coordinator:

Email: lettings@stratfordschool.co.uk

Tel: 01789 416669 or 01789 268051

Address: Stratford upon Avon School
Alcester Road
Stratford upon Avon
Warwickshire
CV37 9DH

Website: www.stratforduponavonschool.co.uk