

Sample COVID-19 Terms & Conditions of Hire

These suggested amends may be relevant to insert within your current Health & Safety or Code of Conduct section(s). We advise seeking agreement to these new COVID-19 Terms of Hire in advance of hirers accessing your site.

COVID-19 Specific Terms

1 Whilst on the School Premises all Third Party Users must comply with the provisions of any relevant and applicable health and safety legislation and with all reasonable health and safety procedures applied or notified by the Company.

The Third Party confirms that upon entering into the Contract they have read and understand the most recently published UK Government guidelines (www.gov.uk/coronavirus) concerning the coronavirus (COVID-19) outbreak during the undertaking of community use and out-of-school-settings activities and in particularly but not exclusively the following:

- Protective measures for out-of-school settings during the coronavirus (COVID-19) outbreak (or equivalent)
- Guidance for parents and carers of children attending out-of-school settings during the coronavirus (COVID-19) outbreak (or equivalent)
- COVID-19: Guidance for the safe use of multi-purpose community facilities (or equivalent)
- Guidance for providers of outdoor facilities on the phased return of sport and recreation in England (or equivalent)
- Guidance for the public on the phased return of outdoor sport and recreation in England (or equivalent)
- Providers of grassroots sport and gym/leisure facilities (or equivalent)

1.2 The Third Party acknowledges and confirms that they shall have full responsibility in abiding by (and, further, the liability arising from not abiding by) the UK Government Guidelines on coronavirus (COVID-19) as published at all times during the Hire Period in connection with the Activities at the School Premises and Facility.

1.3 The Third Party shall be responsible to undertake a risk assessment (in the format suggested by the UK Government Guidance or materially similar) of the Activities to be undertaken at the School Premises and Facilities and shall present a copy of the risk assessment to the Company in a reasonable time to enable assessment by the Company prior to commencement of the Activities. The Third Party acknowledges and accepts that the Company shall have the right (at its sole discretion) to (1) prohibit commencement of the Activities in the event that (a) a copy of the Third Party's risk assessment is not provided or otherwise not in a reasonable time prior to the commencement date or (b) is provided in a format which is insufficient or otherwise not in accordance with UK Government Guidelines and/or (2) give instructions to the Third Party to immediately cease any activities in the event that the activities are different or otherwise change from the Activities as described on the Contract and Third Party's risk assessment. The Third Party acknowledges and agrees that no refund (whether wholly or part thereof) of the Third Party's Hire Charge shall be provided by the Company in the event(s) of prohibition of commencement or cessation of activities by the Company as set out in this clause.