



**Archdiocese of Southwark
Model Letting Agreement for Schools and Academies**

This template has been developed by the Diocese for use by governing bodies of schools and academies contemplating arrangements for the short term, occasional use of the school land and premises by third parties. The governing body, whether of a voluntary aided school or a School, must use this model agreement and comply with the Diocesan Policy on Extended Schools, a copy of which can be obtained from the Diocesan Education Commission.

Governing bodies of academies, whether “local governing bodies” or another form of school committee which has governance responsibilities, must also comply with any policy or procedures adopted by the School trust.

A letting agreement will be appropriate where the hirer is seeking to use a part of the school premises either on an ad hoc basis or regularly, but there is no intention to create a landlord and tenant relationship. A letting agreement grants a contractual right for the third party to use the premises without displacing the governing body or creating any proprietary right to occupy. A letting agreement is intended to grant a mere licence to occupy and not a formal lease of the premises. The governing body must take steps to ensure that a licence only is granted. The hallmark of a lease is the granting of exclusive occupation of the premises. The governing body therefore must make it clear to the hirer that the usage is not to the exclusion of the school’s use of the premises and that the school may from time to time alter the part of the premises which the hirer is being allowed to use.

Where a lease is contemplated, the express written approval of the Diocesan Trustees is required and it is likely the lease itself will need to be granted by the Diocesan Trustee as the governing body is unlikely to be the owner of the land. Academies must also obtain the consent of the Education Funding Agency. For further guidance, please contact the Education Commission or the Diocesan solicitors.

As with any contract, it is important to make sure that the terms and conditions are clear and that agreement has been reached. This letting agreement seeks to record those terms to avoid any later dispute.

When contemplating allowing third parties to use part of the school premises, the governing body should consider the following: What charge is to be made? How long is the arrangement to last? When will the arrangement be reviewed? Is there to be a right to terminate the arrangement on notice? How will access be gained? What are the safeguarding concerns or arrangements? Who will monitor usage to ensure the hirer complies with the agreed terms? Are there any special



arrangements such as equipment storage or use of other facilities within the school? Have the insurers been notified and do they have any requirements?

In normal circumstances, the charge for any letting agreement will not be subject to VAT, but you should check with your accountants.



STANDARD TERMS AND CONDITIONS FOR LETTING AGREEMENT

1. The Hirer shall be responsible for the payment of the Hire Charge and any other charges agreed from time to time in respect of the hiring of the Premises and for the observance and performance in all respects of the terms and conditions on the part of the Hirer set out in this Letting Agreement.
2. All applications for hire must be provisionally agreed with the School's Lettings Team and will not be confirmed until payment of the returnable Deposit has been made and this Agreement has been signed.
3. All charges are required to be paid at least one month in advance of the event and (subject to clause 5) no booking will be accepted later than 14 days prior to the date required. Hire Charges for regular usage will be paid in advance on the Payment Date.
4. The Hirer may be required to pay a deposit at the time of booking. The deposit may be applied in whole or in part to make good any damage, in accordance with clause 21. The Deposit will be returned within 10 school days after the event subject to these Terms and Conditions being adhered to.
5. Where the Hirer is hiring the Premises less than one month before an event, he/she may be asked to pay the Deposit and the Hire Charge at the time of booking. The School will not accept payment by cheque for bookings less than 14 days before an event.
6. The School may at any time cancel, postpone or delay any booking, in which case the Hirer will be reimbursed the appropriate amount of the Hire Charge made. If the School finds it necessary to postpone or cancel a booking, as much notice as possible will be given. The School will not accept liability for any loss arising from any such postponement or cancellation.
7. Hirers will be allowed to cancel or postpone a booking on condition that, if one month's notice is given before the event, the whole Deposit will be repaid, if 3 weeks' notice is given, half the Deposit will be repaid, if two weeks' notice is given, 25% of the Deposit will be repaid and if no notice is given, the Deposit will not be repaid to the Hirer.
8. The School reserves the right to refuse to grant a hiring without giving a reason and in particular if the hiring is in breach of the Diocesan Policy on Extended Schools, a copy of which is available from the School.
9. The School shall resolve conflicting requests for the use of the Premises with priority at all times being given to the School.
10. Intoxicating liquor shall not be sold, supplied or consumed on School premises without the prior written consent of the School and subject to any necessary licence having been obtained by the Hirer.
11. Smoking is not allowed anywhere on the School's premises including outside spaces.



12. The Hirer and/or his/her named representative or the responsible person(s) whose name(s) and address(s) must have been supplied to the School before the date of the hiring and must be in attendance at the Premises throughout the period of the hire. If the Hirer leaves the event before it finishes, a named representative must be nominated to remain until all the guests have left the School premises.
13. The School's Lettings Team or Caretaking Staff or the responsible person(s) nominated by the school will be on duty at all times. The Hirer (or named representative) must report to the office of the Caretaker or responsible person nominated by the school at the end of the event and comply with any reasonable request to signal the end of the hiring period and that the Terms of Conditions of this Letting Agreement have been complied with, a failure to do so may lead to a delay in return of the Deposit.
14. The Hirer shall, if called upon to do so, furnish for approval a copy of the programme of any entertainment (the "Programme") to be given by the Hirer. In such a case no entertainment shall be given except in conformity with the Programme which has been approved by the School, acting reasonably. In the event that the School does not approve the Programme the Hirer will be allowed to cancel the hiring on payment of the appropriate fees under clause 7.
15. A draft copy of any literature proposed for distribution by the Hirer which contains any reference to the School must be sent to the School for approval at least 10 days prior to distribution.
16. Neither the School nor their representatives shall be liable for any injury (including injury resulting in death) or damage to or loss of property whatsoever which shall or may occur to or be sustained by the Hirer, his/her assistants, servants or agents or others entering on the property in the exercise or purported exercise of the hiring (except such injury or damage as may occur by reason of the neglect of the School or their representatives, servants or agents acting within the scope of their authority). The Hirer will indemnify and keep indemnified the School and/or its representatives and servants and agents from and against all claims and liability in respect of such injury or damage and all actions, proceedings, costs, damages and expenses in regard thereto and also from and against all other liability claims, demands, proceedings, costs, damages and expenses in respect of injury to persons whomsoever (including injury resulting in death) and damage to or loss of property whatsoever which may arise out of or in consequence of the exercise or purported exercise of the hiring (except as aforesaid).
17. The School shall not be responsible for:
 - a) any indirect or consequential damage arising from any breach of this agreement by the School;
 - b) any loss or damage to any article of any kind brought to or left on the School's premises;
or
 - c) any loss due to acts or omissions of third parties or for any loss due to equipment breakdown, failure of the electricity supply, leakage of water, flooding, terrorism, fire, government restriction, act of God or any event which is beyond the School's control



which may cause the premises to be temporarily closed or the hiring to be interrupted or cancelled.

18. The School will not be held responsible for the loss, damage or theft of any cars or other vehicles parked on its premises.
19. The Hirer will keep the School and its officers, servants and agents fully indemnified from and against all losses or damages incurred by the School or any claims made against the School (including legal fees) as a consequence of the Hirer's hiring of the Premises.
20. The Hirer must immediately inform the School should any matter arise which impinges upon the security or health and safety of people present on the School's premises. Hirers must comply with all relevant Health and Safety legislation in force from time to time and any regulations imposed by the School from time to time for the safety and security of the Premises and all those using the Premises.
21. The Hirer shall not infringe any subsisting copyright or performing right, and hereby indemnifies the School against all sums of money which the School may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire.
22. In the event of any damage, the School will need to make it good and the Hirer, by the acceptance of these Terms and Conditions, will thereby be deemed to have undertaken to pay the cost of such reparation as certified by or on behalf of the School.
23. Members of the School reserve to themselves and their officials the right to enter the premises hired at all times on producing evidence of their identity. Stewards (if used) should be advised of this condition accordingly by the Hirer.
24. Entrance to the Premises will be through the main entrance which will be opened by the School at an agreed time. It will be the responsibility of the Hirer to ensure that the Premises are secure during the Hire Period. Admission to the School will not be allowed until the time specified on the booking form or this Letting Agreement.
25. The Hirer shall ensure that events are properly supervised, with sufficient stewards if so required. Suitably qualified instructors must be used where appropriate to the activity e.g. sporting or dance activities. The Hirer must ensure that risks associated with activities are properly controlled during the Hire Period. The School is not responsible for undertaking risk assessments for the Hirer's activities. The School reserves the right to terminate this agreement if the Hirer fails to ensure suitable arrangements are in place for safeguarding children and/or vulnerable adults.
26. The Hirer must ensure that any noise or music played does not interfere with other activities within the School and cannot be heard from any neighbouring houses. Any request to turn the music down any member of the School or any other authorised person must be adhered to. The Hirer should ask its guests to leave the School Premises quietly at night time to avoid disturbing its neighbours. All emergency exits and vehicular exits are to be kept clear at all times.



27. No nails, tacks, screws etc. shall be driven into or adhesives fixed to any of the walls, floors, ceilings, furniture or fittings. Decorations must only be fixed into place with a method approved of by the School. Decorations in the dining hall (if applicable) can only be tied to tables and pillars and the use of any form of adhesive is not permitted.
28. Any setting up and clearing out in the facilities must be carried out within the Hire Period unless otherwise agreed with the School in writing before the event.
29. The Hirer is responsible for clearing away any rubbish from the hired facilities and leaving the Premises clean and tidy. Any failure to do so may lead to a delay in the return of the Deposit.
30. The Hirer shall ensure that caterers, contractors and others supplying or serving refreshments, or providing decorations etc. comply with all current legislation relating to food hygiene, health, welfare and safety matters and remove from the School premises all their articles, property refuse, decorations, sets, props, equipment and other items by end of the Hire Period and shall observe and carry out any instructions which may be given to him/her in this regard. Any items left behind will be stored at the Hirer's expense. The School reserves the right to dispose of any items left in the premises at the end of the Hire Period but will make reasonable efforts to notify the Hirer before doing so.
31. The Hirer is responsible for any damage caused by any act or neglect of the Hirer or anyone who the Hirer allows onto the premises.
32. The Hirer will be responsible for the proper use of fixtures and fittings and must take reasonable steps to ensure that there is no damage to the fixtures, fittings, School equipment or premises including the grounds.
33. The seating accommodation provided is limited to the number of chairs that are on the School premises on the day of hire and is arranged so as not to affect the means of escape from the premises and to accord with any approved layout which exists for the premises.
34. Lettings must not exceed the maximum criteria of people for the premises (as stated in either the School's regulations or the Special Arrangements noted above) and the Hirer shall ensure that the number of people admitted to the function does not exceed the maximum number stated in any Booking Form or the Special Arrangements. The Hirer must ensure that no unauthorised entry is made to the School premises during the Hire Period.
35. The School reserves the right to ask the Hirer to keep a register of those attending the School's premises as a result of the hiring of the premises.
36. School furniture shall not be moved except by prior arrangement with school staff.
37. The Hirer shall ensure that no act is done on the premises, during his/her use of the premises, which contravenes the Equality Act 2010 and shall not discriminate against any individual or group in any activity taking place at the School.
38. The Hirer may make reasonable use of the School's toilet facilities.



39. A member of the Kitchen Staff will be on duty (if Kitchen hire is required) to supervise only, during the Hire Period of the Kitchen and Dining Hall.
40. Any alteration or addition to the electrical lighting or heating systems is strictly forbidden,
41. All mains powered electrical equipment brought on to the premises by the Hirer must be safe and in good condition. Evidence of valid inspection certificates will be required.
42. The use of portable cooking stoves of any description is strictly prohibited.
43. If any stage lighting, spotlights, screen or sound equipment are required, it is to be clearly stated on the application form. An extra charge may be made for this service and any operation of such equipment shall be carried out by a competent person named and approved by the School in advance. Evidence of valid inspection certificates will be required.
44. If any computer equipment is brought on to the premises
45. Additional special conditions shall also apply when the use of School and its grounds is permitted for activities of a hazardous nature.
46. Arrangements for parking on the school premises to be notified to the hirer when the application is accepted. Cars shall not be parked so as to cause an obstruction at the entrance to, or exits from, the school. In particular, the hirer must ensure that access to the school by emergency vehicles is not obstructed or delayed. Where parking accommodation is available, this must be used, and users of the school should avoid undue noise on arrival and departure.
47. No advertisements, emblems or slogans shall be displayed outside the school premises without the prior written permission of the governors. The hirer shall remove from inside the premises any advertisements, emblem or slogan if, in the opinion of the governors, is unlawful, unseemly or not in line with Church teaching, likely to lead to a disturbance or expose the premises to undue risk of fire.
48. The Hirer must not bring on to the Premises anything which may endanger the School premises, its users or which may adversely affect any insurance policies. The Hirer will comply with any regulations of the School's insurers, notified to the Hirer by the School.
49. It is the duty and responsibility of the Hirer, or his/her representative, to be aware of the evacuation procedures of the premises in the event of an emergency. Those procedures will be enclosed with these Terms and Conditions of Hire and/or are prominently displayed in the School. It is also the duty of the Hirer to ensure that these emergency procedures are brought to the attention of all people, both participants and spectators, as part of the Hirer's general responsibility for the Health and Safety of everyone present on the site arising as a result of the hiring of the Premises.
50. The Hirer is strongly advised to appoint fire marshals to assist in the evacuation of the premises and the checking of attendance registers to ensure everyone is accounted for. The Hirer is responsible for keeping passages and fire exits clear. During the Hire Period it is the responsibility of the Hirer to ensure safe evacuation of the premises via the nearest fire exit. In the event of fire, the Hirer shall call the emergency services.



51. The Hirer shall have person(s) qualified in the use of any Safety Equipment such as fire extinguishers, fire blankets etc. The Hirer will ensure that none of the Safety Equipment is misused. Should any damage be caused to the Safety Equipment then the Hirer will be responsible for the cost of replacement the item(s) damaged.
52. Suitable organised supervision must be maintained of all people engaged in or associated with the activity e.g. young children require continuous supervision in the changing areas and corridors to avoid possible unruly behaviour. The Hirer must ensure that a qualified person or persons are available on site, commensurate with the risks of the activity pursued, to administer first aid if necessary. The School takes no responsibility for the provision of first aid during the Hire Period.
53. Any organisation submitting a lettings request for an activity or event involving children and/or young people under 18 years of age must submit to the School a signed copy of their current child protection policy which must be compliant with current legislation. Where appropriate, the Hirer warrants that it has obtained all relevant Disclosure and Barring Service ('DBS') checks for individuals connected with the activity to be carried out by the Hirer before the start of the Hire Period. The School reserves the right to cancel or delay the booking if the Hirer fails to provide DBS checks to the School's satisfaction before the start of the Hire Period.
54. If a particular letting involves direct or indirect contact with the School's pupils, all of the Hirer's personnel involved in the activity must be checked against the Children's Barred List.
55. The School reserves the right to prevent any individual from entering onto the School site.
56. The wearing of footwear which might cause damage to floors is not permitted.
57. Any gratuities to be offered to any members of the School staff must be agreed at the time of letting
58. No animals other than guide dogs are permitted on the premises without the prior written approval of the School.
59. When using the sports hall:
 - a. No alcohol can be consumed in the hall;
 - b. Non-marking trainers must be worn at all times;
 - c. No markings can be applied to the floor; and
 - d. All equipment must be put away.
 - e. The Hirer to provide at the time of booking evidence that if they are using any specialist equipment that they are fully trained in the use of that equipment.
60. The Hirer shall not sub-let, share or assign any part of the premises and shall not use it for any other purpose than that for which it has been hired.
61. The Hirer agrees to comply with all laws, statutes, regulations and notices and consents pertaining to its event or the use of the School Premises.



62. The land (including any building or structure therein) is made available in its existing state and condition and neither the School nor their representatives warrant or represent that it is safe and suitable for the holding of the function or for the admission of the public. The Hirer shall not publish or say anything tending to lead any person to believe otherwise.
63. Hire of Premises relates to the area of the building/grounds that has been booked for hire. Other areas of the School are not to be used. A hiring is the non-exclusive use of the area of the building/grounds in question and may be subject to change by the School. No legal or equitable estate or interest is granted or implied by any hiring the subject of these Terms and Conditions of Hire.
64. The School reserves the right to ask the Hirer to obtain public liability insurance with a minimum indemnity of £2 million (or any other amount agreed with the School) to cover legal liability for incidents resulting in injuries to persons and/or damage or loss of property arising out of the hiring of the School premises and to produce evidence of the insurance to the Lettings Officer before the hiring commences.
65. The Hirer must not use the facilities for any unlawful or immoral purpose.
66. The premises hired shall not be used for any licensable activity under the Licensing Act 2003 unless the Hirer has obtained any necessary licence from the relevant licensing authority for such use.
67. The Hirer shall not use the premises or permit them to be used for gaming or wagering other than lawful gaming carried on in accordance with the provisions of the Gaming Act 2005, or any subsequent Act which in whole or in part replaces it.
68. If door supervisors are used by the Hirer on the premises, then the Hirer must ensure that any necessary licenses have been obtained and are in force during the term of the licence and comply with any legislation or codes of conduct concerning the regulation of such door supervisors. The governors¹ are entitled to require proof of a licence and copyright consent 48 hours before the hiring.
- *Licences are issued by the local authority and are usually required for Any function at which Alcohol is sold An entertainment advertised to the general public, whether on payment or otherwise.*
 - *Licences are not required for Bazaars, jumble sales, car boot sales, bingo etc. where proceeds are for the school*
 - *Wedding receptions, private parties.*
- Copyright for played music consent may be obtained from the Performing Rights Society: tel.- 020 7580 5544 or email musiclicence@prsformus For printed music the appropriate licences must be obtained such as One License and CCLI (Liturgical music). This is not an exhaustive list and copyright will depend on the activity and the source materials use*
69. The Hirer is required, where appropriate to his/her hiring and where the premises hired are licensed as described above, to ensure compliance with the conditions and regulations subject to which the premises hired are so licensed.

¹ For all conditions, @governors' means Governors or their appointed agent, the Headteacher or Deputy Headteacher



70. If the Hirer commits a breach during the hiring of any of the conditions attaching to any such licence, or of any other conditions, including these Letting Agreement Terms and Conditions then, without prejudice to the right of the School, acting by itself or through any other appropriate body on its behalf, to enforce any liabilities already incurred by the Hirer under these conditions, the School reserves the right themselves or acting as aforesaid to immediately terminate the hiring, if still continuing and to retain all sums paid by the Hirer and to refuse to grant any further application from him/her for the hire of School premises.
71. References to the School in these Terms and Conditions shall include references to its representatives (including School employees) where appropriate.
72. The School reserves the right to amend these Terms and Conditions at any time on reasonable notice to the Hirer.
73. The hirer is not permitted to hold or cut additional keys to any part of the school site, both within the building or its perimeter