



Letting Agreement, with Conditions of Use

This letting agreement should be read in conjunction with the School's Lettings Policy, as it constitutes an Appendix to that Policy.

Making a Booking

1. All communication relating to Lettings must be with the School Business Manager, as the delegated representative of the Governing Body, and only correspondence with them shall be deemed valid
2. A Letting will only be considered confirmed when a copy of this Agreement has been signed by both parties, and any appropriate deposit has reached the School's bank account
3. Nothing in this agreement shall create a tenancy, sub-letting (even without charge) is prohibited, and the School's premises and property must only be used for the declared purpose of the Letting

Charges, Payments and Deposits

1. Charges for Lettings will be based on the Rate Card applicable to the period of the booking
2. Attention should be paid to the inclusions and exclusions in the Rate Card, as well as to the clauses relating to damage and loss later in this document
3. Hirers are expected to adhere strictly to the agreed timings for the Letting. Additional time will be subject to the availability of premises staff, and in exceeding agreed timings or in requesting additional setup or clearance, the hirer agrees to pay the appropriate hourly rate, which will be charged in units of one hour
4. Additional cleaning occasioned by a Letting, to return areas used to their pre-Letting condition, will likewise be charged to the hirer in units of one hour
5. Charges not defined within the Rate Card will be set by the School Business Manager, with regard to the charges in the Rate Card, and to the likely direct and indirect costs to the School occasioned by the Letting
6. The School reserves the right to increase its charges, and will give three months' notice to hirers who have confirmed serial Lettings
4. Payment(s) must be made by BACS transfer, to timescales established in the School's Lettings Policy. Where an Letting has been confirmed, failure to make subsequent payments will be considered a breach of the Agreement, and the booking will be cancelled
5. Deposits are subject to the terms of the School's Letting Policy

Cancellations

1. The School will endeavour to honour all confirmed bookings, however hirers must recognise that the School's operational needs take priority, and so the School reserves the right to cancel any Letting at any time, without explanation. However, in the event of any changes, the School will notify the hirer as soon as possible
2. Hirers giving at least one working week's notice of cancellation will be refunded the charges paid, less any deposit(s) paid. In the case of serial Lettings, one working week's notice must be given if credit is to be given for the cancelled date

Premises Management, Damage or Loss

1. The Premises Manager will conduct pre- and post-letting checks, and the hirer is advised to carry out their own inspection
2. The School Business Manager, the Premises Manager or other members of the Premises Team must be given free access to all parts of the site, in relation to the School's normal operations, or to carry out inspections
3. The hirer must take all reasonable precautions to prevent damage or loss, including following any instructions or guidance provided by the School (for instance, the suitability or otherwise of certain footwear)
4. No School or personal property belonging to members of the School Community may be removed
5. Nothing may be fixed or applied in any way to any School property (including walls, floors and ceilings), without prior approval of the School Business Manager
6. Damage or loss of any kind sustained to School property (including but not limited to premises, grounds, fixtures, fittings and equipment), or to property of others legitimately present on School premises, and any resultant indirect costs, are deemed the responsibility of the hirer. The damage or loss must be made good at the hirer's expense, or subject to agreement, by the hirer, to the School's satisfaction, within no more than one month of the date on which it occurred
7. The hirer is responsible for the prevention of overcrowding, for keeping gangways, passages and fire exits clear, and for providing appropriate levels of supervision in order to maintain good conduct
8. It is the hirer's sole responsibility to control entry of its agents and participants to the site, and their subsequent exit, via one or more access points agreed with the School. The hirer must prevent entry and exit via any other routes, and only the agreed areas of the School site may be accessed (with the exception of the marked emergency exit routes in the event of an emergency)
9. Waste generated and property brought onto the site in connection with the Letting should be removed by the hirer at its conclusion. Waste or property remaining after the conclusion of the Letting may be removed and disposed of at the hirer's expense, or subject to agreement, by the hirer within one week

Insurance, Liability Cover, Licensing and Nuisance

1. The School accepts no liability of any kind for any activities undertaken by hirers during or in connection with their Letting, including where members of the School Community may be present
2. Hirers are required to make arrangements for suitable insurance cover for their event with a reputable company, and must provide the School Business Manager with proof no later than one month prior to the Letting
3. This must include Third Party Public Liability Insurance with a minimum indemnity limit of £5 million for each and every occurrence; and cover for claims by participants or third parties for accidental injury including death, and accidental loss, and damage to property
4. The premises are not licensed, other than for the purposes of the School's standard operations. The hirer is solely responsible for ascertaining whether any license is required (for example for copyright, events, music/film, alcohol, gaming), and for securing it, and must provide the School Business Manager with proof no later than one week prior to the Letting
5. The hirer is responsible for the behaviour of its agents and participants, and must not cause or permit any nuisance or disturbance to residents and other users of the School site, or to neighbouring properties
6. Parking may be permitted on site by prior agreement with the School Business Manager. The hirer is responsible for ensuring off-site parking shows consideration to neighbours and other road users
7. Where a Letting is deemed by the hirer or the School to require security or first aid, provision of and payment for such security or first aid to an appropriate standard is the responsibility of the hirer
8. There is no access to hirers, their agents or participants, to telephone or computer systems, unless expressly agreed in advance by the School Business Manager



Sir Roger Manwood's School

Manwood Road Sandwich Kent CT13 9JX

Telephone: 01304 613286

Facsimile: 01304 615336

E-Mail: info@srms.kent.sch.uk

Headteacher: L J Hunter M.A.

Declaration by the Hirer

In signing this document, I agree to the terms of the above Lettings Agreement, and by extension, to the School's Lettings Policy. I confirm that I am over 18 years of age.

I will make payments for the Letting in accordance with the Agreement, Policy and Rate Card, and accept that I am responsible for settling any additional charges in accordance with the same.

I will provide evidence of public liability insurance, and any other necessary insurance policies and licenses, within the timescales set out in the Lettings Agreement. I agree to indemnify the School for any personal injury, damage or loss arising out of a breach of this Agreement.

I will seek the School's approval for any promotional materials relating to the Letting, whether or not they refer to the School by name or inference, before such materials are released in any form, and give the School the right to require editing, or to deny their release or use.

For and on behalf of

(Hirer)

Signed

Dated

For and on behalf of Sir Roger Manwood's School

Signed

Dated

