

Lettings Policy 2023-24

Approved by	WSS Interim Governing Board	Date	1 st September 2023
Next review due by			1 st September 2024

Contents

Lettings Policy 2023-24	1
Contents	1
Policy purpose and intent	1
Areas Available for Hire	2
Charging	2
Cancellations	2
Safeguarding	2
Policies.....	3
Insurance	3
Short term or one-off arrangements	3
Long term arrangements	3
Appendix 1 – Facilities Hire Agreement	4
Schedule 1	9
Appendix 2 – Hire Request Form	10
Appendix 3.....	12

Policy purpose and intent

Weston Secondary School are committed to making the best use of their premises & facilities and aim to make these available for use to support community or commercial organisations. In consideration of external lettings, the school will always prioritise the needs of pupils over external lettings opportunities.

Any reference to those wanting to hire school space are referred to as the hirer.

Areas Available for Hire

The areas available for hire include, but are not limited to:

Area	Cost
Sports halls	Costs can be negotiated but they will have to cover staffing and utilities costs.
Library	
Classrooms	
School halls	
Playing fields	

Charging

The rates for hiring out different areas of the school listed above can be negotiated with the school. The school may decide that certain organisations or activities can use the premises for a reduced rate, if it supports the core aims of the school. As a minimum, the school will include the following within the cost:

- Services, including heating, lighting & water
- Staffing
- Administration
- Use of school equipment

The school will review these areas on an annual basis, depending on school building programme of works.

Cancellations

The school reserves the right to cancel any agreed letting with a minimum of 4 weeks notice, with a full refund being provided. The school shall not be liable for any indirect or consequential losses, including (without limitation) any loss of profits, loss of business or the loss of any revenue arising out of the cancellation of any letting.

The hirer can cancel any letting with a minimum of 4 weeks notice. If less notice than this is given, the hirer shall not be entitled to a refund.

Safeguarding

The school is committed to ensuring the safeguarding of its pupils at all times.

It is the responsibility of the hirer to ensure that safeguarding measures are in place while hiring out school space.

Where there is a chance that the hirer will come into contact with pupils, schools must (prior to the commencement of the letting) obtain confirmation that the hirer has the appropriate level of DBS check.

Policies

The school will provide to the hirer copies of appropriate school policies (i.e. lettings, complaints, safeguarding, health & safety, etc.) which the hirer is required to comply with.

Insurance

The hirer must ensure it has its own public liability insurance with a reputable insurer approved by the school. A copy of the relevant insurance certificate must be provided to the school prior to the commencement of the letting.

Short term or one-off arrangements

Lettings of a period of 1 year or less will be based on a Facilities Hire Agreement (see appendix 1).

The hirer must complete a Hire Request Form (see appendix 2), which will then be translated into the Facilities Hire Agreement (see appendix 1) once agreed by the school. The Hire Request Form must be returned to the school office. Approval of the request will be determined by either the School Leader or Business Manager.

Once approved, the school will contact the hirer to confirm the arrangements and send details of the emergency evacuation procedures and other relevant health & safety documents along with a Confirmation of hire agreement letter (see appendix 3).

The school will invoice the hirer prior to the letting and payment should be made in advance of the date of the letting.

The school has the right to decline any application at their absolute discretion, in particular where the hirer does not uphold the values of the school.

Long term arrangements

Lettings of a period of greater than 1 year may be subject to a formal licence agreement. All agreements of this type must be discussed with the Deputy CEO – Business in the first instance.

Appendix 1 – Facilities Hire Agreement

FACILITIES HIRE AGREEMENT

for

WESTON SECONDARY SCHOOL

This Agreement is dated 2023/24

PARTIES:

- (1) **Hamwic Education Trust** a charitable company of company number 10749662 and registered address at Unit E Mill Yard, Nursling Street, Southampton SO16 0AJ (the **Trust**); and
- (2) **[HIRER]** of company number **[INSERT]** and registered office address at **[INSERT]** (the **Hirer**).

BACKGROUND:

- (A) Weston Secondary School (the **School**) is an academy at Tickleford Drive, Southampton, SO19 9QP which forms part of the Trust. The School site includes the Facilities.
- (B) The Hirer wishes to use the Facilities for the purposes of the Intended Use for the Hire Period, and the Trust is willing to allow the Hirer to hire the Facilities for the Hire Period in exchange for the Charges.

AGREED TERMS:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, the following words and expressions shall have the following meanings:

1 **Agreement:** the Agreement between the Hirer and the Trust for the hire of the Facilities in accordance with the Hire Details set out in Schedule 1.

2 **Charges:** the charges payable by the Hirer for the use of the Facilities, as set out in Schedule 1.

Deposit: the deposit to secure the booking of the Facilities, as stated in the Schedule 1.

3 **Intended Use:** the function for which the Hirer is hiring the Facilities, as specified in Schedule 1.

4 **Hire Period:** the period of time agreed for the hire of the Facilities as described in Schedule 1, to include any period of time required to set up and clear the Facilities.

5 **Facilities:** **[INSERT APPROPRIATE FACILITIES BEING HIRED]**.

1.2 A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time. A reference to legislation or a legislative provision includes all subordinate legislation made from time to time under that legislative or legislative provision.

1.3 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.4 A reference to **writing** or **written** includes email.

2. CONFIRMATION OF HIRE

2.1 Bookings of the Facilities shall be held provisionally by the Trust for 7 calendar days following initial inquiry by the Hirer, or if such time is not available before the date of the Intended Use, for a maximum of 24 hours. After this time, the Trust reserves the right to release the provisional booking without notice to the Hirer.

2.2 This Agreement shall come into effect on the date of the Agreement, or the date that the Deposit has been paid to the Trust in cleared funds by the Hirer, if later. Until that time, bookings for hire will be treated as provisional.

3. LICENCE AND USE OF FACILITIES

3.1 Subject to 6, the Trust grants the Hirer a right for the Hire Period to enter and use the Facilities for the Intended Use in accordance with the terms of this Agreement. The Hirer acknowledges that:

- (a) the Hirer shall have the right to enter and use the Facilities as a licensee only and no relationship of a landlord and tenant is created between the Trust and Hirer by this agreement; and
- (b) the Trust retains control, possession and management of the Facilities and the Hirer has no right to exclude the Trust from the Facilities. The Trust reserves the right to enter the Facilities at all times during the Hire Period.

3.2 The Hirer agrees and undertakes:

- (a) not to use the Facilities other than for the Intended Use;
- (b) not to do or permit to be done anything on the Facilities which is illegal or which may be or become a nuisance, inconvenience or disturbance to the Trust or to any other Hirers of the Trust, or any owner or occupier of neighbouring property;
- (c) to comply (and ensure that its staff and agents comply) with the terms of this Agreement and any instructions or notices from the Trust, including all of the Trust's policies and procedures as may be notified to the Hirer from time to time, and use reasonable efforts to ensure that any guests or other persons present at the Intended Use so comply;
- (d) to permit the Trust to search all bags, boxes and equipment coming into or leaving the Facilities, including those brought onto the Facilities by guests during the Hire Period;
- (e) not to cause or permit to be caused any damage to the Facilities, including any furnishings, equipment or fixtures at the Facilities;
- (f) not to smoke or permit smoking (including e-cigarettes) anywhere in the Facilities;
- (g) not to fix any bolts, nails, tacks, screws, adhesives, tape or other such fixing devices to the walls or fabric of the Facilities;
- (h) not to display any advertisement, signboards, flag, banner, placard, poster, signs or notices at the Facilities without the prior written consent of the Trust;
- (i) not to use the Trust's name, trademarks or logos without the Trust's prior written consent, except as necessary for inviting and directing guests to the School, and not to hold themselves out as a representative of the Trust;
- (j) not to alter, move or interfere with any lighting, heating, power, cabling or other electrical fittings or appliances at the Facilities, or install or use additional heating, power, cabling or other electronic appliances without the prior written consent of the Trust;
- (k) to use any equipment provided by the Trust, as specified in Schedule 1, for its proper purpose and in accordance with any instructions provided by the Trust regarding its use;
- (l) to leave the Facilities in a clean and tidy condition and to remove its decorations, displays and any other Hirer equipment from the Facilities at the end of the Hire Period;
- (m) not to bring or permit to be brought any animal onto the Facilities without the prior written consent of the Trust, with the exception of assistance dogs within the meaning of the Equality Act 2010;
- (n) to comply with the Trust's safeguarding policy, where the Intended Use involves the teaching or supervision of children, ensuring the correct clearances, including DBS requirements, are applied to the appropriate adults; and
- (o) **[ANY OTHER OBLIGATIONS]**.

3.3 Car parking facilities are **[not]** available for guests [and cars may **[not]** be left at the Facilities overnight].

3.4 The Hirer shall ensure that the guests behave in a responsible and safe manner at the Intended Use, including where applicable by ensuring their compliance with any government guidelines and social distancing measures.

The Trust reserves the right to remove or request that the Hirer remove guests that do not do so from the Intended Use and the Facilities.

4. CHARGES AND PAYMENT

- 4.1 The Hirer shall pay the Charges in accordance with this 4.
- 4.2 The Deposit shall be payable by the Hirer within 14 days of the date of the Agreement.
- 4.3 The Trust shall issue an invoice for the Charges (less the Deposit), which shall be payable by the Hirer no less than 5 Business Days before the Intended Use.
- 4.4 The Trust may issue an additional invoice after the Intended Use for any further Charges due which were not included in the invoice issued pursuant to 4.3. Charges invoiced pursuant to this 4.4 shall be payable by the Hirer within 30 days of receipt.
- 4.5 All amounts payable by the Hirer exclude amounts in respect of value added tax (**VAT**), which the Hirer shall additionally be liable to pay to the Trust at the prevailing rate (if applicable), subject to receipt of a valid VAT invoice.
- 4.6 If the Hirer fails to make any payment due to the Trust under the Agreement by the due date for payment, then, without limiting the Trust's remedies under 6, the Hirer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- 4.7 All amounts due under the Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

5. LIABILITY

- 5.1 The Hirer is responsible for making its own arrangements for the insurance of all events it holds at the Facilities, which must be shared with the school prior to the start of the Hire Period. It is recommended that the Hirer obtains insurance cover with a reputable insurer in respect of all risks which may be incurred by the Hirer arising out of the Intended Use, including without limitation public liability insurance.
- 5.2 The restrictions on liability in this 5 apply to every liability arising in connection with the Agreement including liability in Agreement, tort (including negligence), misrepresentation, restitution, deliberate fault or otherwise.
- 5.3 Nothing in the Agreement limits any liability which cannot legally be limited, including liability for:
- (a) death or personal injury caused by negligence; and
 - (b) fraud or fraudulent misrepresentation.
- 5.4 Subject to 5.3, the Trust shall not be liable for:
- (a) the death of, or injury to, the Hirer or that of the Hirer's employees, contractors or any other guests or invitees to the Facilities; or
 - (b) damage or theft of any property of the Hirer or that of the Hirer's employees, contractors or other guests of invitees to the Facilities.
- 5.5 Subject to 5.3, the Trust's total liability to the Hirer in connection with this Agreement shall not exceed the total amount of the Charges payable by the Hirer to the Trust under this Agreement in the 12 months preceding the date of the relevant claim.
- 5.6 Unless the Hirer notifies the Trust that it intends to make a claim in connection with this Agreement within the notice period, the Trust shall have no liability for that claim. The notice period for a claim shall start on the day on which the Hirer became, or ought reasonably to have become, aware of the incident giving rise to the claim having occurred and shall expire six months from that date. The notice must be in writing and must identify the incident and the grounds for the claim in reasonable detail.

6. CANCELLATION

- 6.1 Either party may cancel the Agreement by providing at least 4 weeks' notice in writing to the other party.
- 6.2 The Trust may cancel the Agreement with immediate effect if:

- (a) the Hirer fails to pay any amount due under the Agreement on the due date for payment;
- (b) the Hirer commits a material breach of any term of the Agreement;
- (c) the Hirer takes any action in connection with its entering administration, provisional liquidation or any arrangement with its creditors, obtaining a moratorium, being wound up or ceasing to carry on business; or
- (d) the Hirer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Agreement is in jeopardy.

6.3 If the Agreement is cancelled under this clause 6, the Trust will use reasonable endeavours to re-book the Facilities but the Trust reserves the right to retain the Deposit and charge a cancellation fee.

6.4 On expiry or termination of the Agreement for whatever reason:

- (a) any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after completion or cancellation shall remain in full force and effect; and
- (b) expiry or termination of the Agreement shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of completion or cancellation, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of completion or cancellation.

7. DATA PROTECTION

7.1 Each party shall, at its own expense, ensure that it complies with and assists the other party to comply with the requirements of all legislation and regulatory requirements in force from time to time in the UK relating to the use of personal data and the privacy of electronic communications, including (i) the Data Protection Act 2018 and any successor UK legislation, (ii) the retained EU law version of General Data Protection Regulation ((EU) 2016/679) (UK GDPR), and (iii) the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426).

8. GENERAL

8.1 Neither party shall be in breach of the Agreement nor liable for delay in performing, or failure to perform, any of its obligations under the Agreement if such delay or failure result from circumstances or causes beyond its reasonable control.

8.2 The Hirer shall not assign, subcontract or deal in any other manner with its rights and obligations under the Agreement without the Trust's prior written consent. The Trust may at any time assign, subcontract or deal in any other manner with its rights under the Agreement.

8.3 Neither party shall use any other party's confidential information for any purpose other than to perform its obligations under the Agreement.

8.4 The Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

8.5 No variation of the Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

8.6 A waiver of any right or remedy under the Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

8.7 If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the extent necessary to make it valid, legal and enforceable.

8.8 The Agreement does not give rise to any rights under the Agreements (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.

8.9 The Agreement, and any dispute or claim arising in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales. The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim in connection with the Agreement or its subject matter or formation.

This Agreement has been entered into on the date stated at the beginning of it.

Signed by
for and on behalf of Weston Secondary School

.....
Head Teacher

Signed by
for and on behalf of **[HIRER]**

.....
Authorised representative

Schedule 1
Hire Details

School's representative:	Name: Title: Email: Tel: Address:
Hirer's representative:	Name: Title: Email: Tel: Address:
Hirer's VAT number:	
Intended Use:	[BRIEF DESCRIPTION OF CLASS OR FUNCTION]
Hire Period:	From to
Additional equipment or other requirements:	[ADDITIONAL EQUIPMENT OR REQUIREMENTS TO BE PROVIDED BY THE TRUST]
Deposit:	£
Charges:	£
Special terms:	[INSERT IF ANY]

Hire Request Form

Contact Information

Organisation
Name

Contact Name

Email

Telephone No.

Address

VAT Number

Booking Information

Hire Period From to

Times of Hire

Intended Use

Area Required

Car Parking
Required
[REMOVE AS
APPROPRIATE]

Additional
equipment or
other requirements
(room set up,
catering, IT

requirements,
etc.)

Further Information

**Public Liability
Insurance
Provided
Risk Assessment
Provided**

Name of Hirer: _____

Signed: _____ **Date:** _____

Appendix 3

Please complete and return to the school office, [INSERT EMAIL ADDRESS].

Appendix 3 – Confirmation of hire agreement template letter

Dear [contact name]

Thank you for submitting your hire request form to us.

We're pleased to say the area you've requested is free on the date(s) and time(s) of your request and we'd be happy to enter into a Facilities Hire Agreement for you to use the area for the purpose set out in your request form. Please find enclosed the Facilities Hire Agreement that is required to be signed by all parties prior to the letting commencing.

Based on the length of time and area requested, the full amount for the hire will be [insert amount]. You can pay us by [insert payment method(s) and details here]. We request full payment of the fee by [insert date]. We'll also require you to submit to us proof of your public liability insurance.

[If there is any other paperwork you require to see when someone hires the premises, add it to the above paragraph].

We have provided with this confirmation details of emergency evacuation procedures in the event of a fire/similar emergency. Please make sure you're familiar with these before the date of hire.

[If there are any other documents you want to submit and make sure the hirer is familiar with, add them to the above paragraph].

You can contact [named contact and details] with any questions about hiring the premises.

[You may wish to have an additional 'out of hours' contact/contact details for when the hire is happening if the person is hiring the premises outside of school hours, unless you plan to have a member of staff on site to support with any issues].

Kind regards,

[staff member]