



Leehurst Swan School Lettings Agreement

Hirer :

This Agreement is made the day of20.... between Leehurst Swan School, 19 Campbell Road, Salisbury, Wiltshire, SP1 3BQ ("the School") and the Hirer named below in Part 1 upon the School's standard terms and conditions attached at Part 2 ("the Terms and Conditions").

PART 1: COMMERCIAL DETAILS

A. HIRER DETAILS

Hirer name & address ("the Hirer")	Name of Hirer:	
	Address:	
	Contact person:	
	Telephone:	
	Email:	

B. LETTING DETAILS

The Venue (areas of the school to be hired).	
Use of other parts of the Premises	
What is the letting for?	

Letting Period	<u>From:</u>
	<u>To:</u>
	<u>Hours:</u>

C. ADDITIONAL SERVICES

Catering	
Equipment	
Other	
Permitted Alterations	
Alterations Proposal Date	

D. FEES

All fees are set out at Appendix A

Hire Fee	£
Hire Fee Deposit	£
Breakages Deposit	£
Additional Fees	£
Deposit Date	£
Payment Date	£
<u>Total Fees</u>	£
<u>Total Deposit</u>	£
<u>Balance</u>	£

Please note:

- Each of the above sums are subject to any applicable VAT.
- If the signed Hire Contract and Total Deposit are not provided to the School by the Deposit Date, the booking will be cancelled.
- If the balance of the Hire Fee and any Additional Fees are not provided to the School by the Payment Date, the booking will be cancelled, and the Hire Fee Deposit will be forfeited.

This Hire Contract comprises the details set out in this Part 1 and the Terms and Conditions attached at Part 2. Where there is any inconsistency between the details set out in this Part 1 and the Terms and Conditions in Part 2, the details in Part 1 shall to the extent of such inconsistency prevail.

By signing below the parties hereby accept and agree the terms of the Hire Contract.

Signed by: (signature) (print name) (date)	Signed by: (signature) (print name) (date)
For and on behalf of Leehurst Swan School	For and on behalf of THE HIRER

PART 2: THE TERMS AND CONDITIONS

1. Interpretation

1.1 In this Hire Contract (defined below), some words and phrases have particular meanings and have to be defined. Such defined terms are set out (i) as capitalised words (in bold) in the left-hand column of the tables set out in Part 1 of this Hire Contract; and (ii) below:

"Consumables" gas, electricity, oil, and water, supplied by the School's third-party suppliers;

"Hire Contract" the contract formed between the School and the Hirer comprising Part 1 (Commercial Details), this Part 2 (the Terms and Conditions) and any other documents expressly incorporated by reference;

"Premises" the School's premises at Campbell Road, Salisbury, Wiltshire, SP1 3BQ, including the Venue and surrounding areas; and

"Visitors" the staff and contractors of the Hirer and all persons attending.

1.2 In these Terms and Conditions a reference to a particular law is a reference to it as it is in force from time to time taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation made under it.

1.3 Headings shall not affect the interpretation of the Hire Contract.

2 **Licence**

2.1. In return for the payment by the Hirer of the Total Fees and compliance by the Hirer with the obligations set out in the Hire Contract, the School agrees to grant access by the Hirer (and its Visitors), to the extent permitted by these Terms and Conditions.

2.2 The Hirer acknowledges and agrees that it shall occupy the Venue as a licensee and that no relationship of landlord and tenant is created between the School and the Hirer by the Hire Contract.

3. **Fees**

3.1 The Total Deposit is payable to the School on the signing of this Hire Contract.

3.2 The Hire Fee Deposit is non-refundable and will be deducted from the balance of the Hire Fees owed by the Hirer.

3.3 The Breakages Deposit is refundable, less a deduction for any sums payable to the School under the Hire Contract. The Breakages Deposit less any deductions shall be repaid to the Hirer within [30 days] of the end of the Hire Period.

3.4 The Hirer's booking will be treated as provisional until the Hirer returns a signed copy of the Hire Contract together with the Total Deposit to the School and the School subsequently confirms that the booking has been accepted and agreed. If the Hire Contract and Total Deposit are not returned by the Deposit Date, the School may cancel the booking without liability to the Hirer.

3.5 If another person wants to book the Venue for the same date(s) before the Hirer's booking has been confirmed, the Hirer will be asked to confirm the booking and pay the Total Deposit within 48 hours. If the Total Deposit and signed Hire Contract are not received within this period, the School may cancel the booking without liability to the Hirer.

3.6 The remaining balance of the Hire Fee plus any Additional Fees will be payable by the Payment Date, failing which the School may cancel the booking without liability to the Hirer and retain the Hire Fee Deposit.

3.7 The Hirer shall, in addition, pay to the School such sums as the School invoices the Hirer following the letting in respect of any other additional charges attributable to the letting (including, in particular (but without limitation), for rectification of any loss of or

damage to the Venue or its contents or the Premises). Such payment must be made within 30 days of receipt by the Hirer of the invoice.

3.8 All payments:-

- (a) are exclusive of value added tax, which is payable (where relevant) by the Hirer; and
- (b) must be made in Sterling and in full and cleared funds.

3.9 If any sum under the Hire Contract is not paid by the due date for payment then, without prejudice to the School's other rights under the Hire Contract, that sum shall bear interest from the due date until payment is made in full at 2% per annum above the base rate of the Bank of England.

3.10 No charge shall be made to the Hirer for consumption of Consumables provided that the Hirer shall ensure that such consumption is kept within reasonable limits (determined by the School, in its reasonable discretion). If not kept within such reasonable limits then the School reserves the right to include an additional charge to cover the cost of such consumption in an invoice submitted under clause 3.7 above. The Hirer acknowledges and accepts that the School cannot be held responsible for any interruption to the supply of Consumables or held liable for any loss or damage that any such interruption may cause.

3.11 Any proposed change to any of the details set out in Part 1 of the Hire Contract must be agreed by the School in writing and will be subject to such terms (and additional fees) as the School may require.

4. **Hire period**

4.1 The proposed dates and times for the letting ("the letting Period") and total period of hire, including time for set-up and break-down ("the Hire Period") are set out in Part 1.

4.2 No extension to the letting Period shall be permitted without the prior written agreement of the School and (subject in any event to availability) payment of an overrun fee (calculated as a percentage of the Hire Fee), plus any additional costs and losses which may be incurred by the School during such period.

5. **Cancellation**

5.1 The Hirer shall be entitled to cancel the Hire Contract by giving written notice to the School. In the event of cancellation by the Hirer, the School shall endeavour to obtain a suitable alternative booking of the Venue but, where it cannot find a suitable alternative booking, reserves the right to charge the following cancellation fees (and the School will be entitled to set-off the Hire Fee Deposit against the same):

Date Notice Given (before the start of the Hire Period)	Cancellation Fee Payable (% of Hire Fee)
More than 6 months	0
6 months or less but more than 3 months	10%
3 months or less but more than 1 month	25%
1 month or less	50%

5.2 The School shall be entitled to terminate the Hire Contract:

(a) if the Hirer commits a material or persistent breach of the Hire Contract and (in the case of a material breach which is capable of remedy) fails to remedy that breach within 14 days;

(b) if the Hirer ceases to trade or carry on business or is unable to pay its debts or becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound up for any reason; and

(c) where the School's circumstances change, provided that all sums paid by the Hirer under the Hire Contract less only a sum equal to any existing liabilities of the Hirer,

in each case, with immediate effect upon written notice to the Hirer.

5.3 Termination of the Hire Contract, for whatever reason, shall not affect or prejudice the accrued rights of the parties.

6. **Rights of the School**

6.1 The School reserves the right to:

(a) substitute alternative accommodation of a similar standard (or any part of it) for the letting at any time on notice to the Hirer, and such a substitution shall not constitute a variation of the Hire Contract;

(b) refuse admission to and insist on the immediate departure from the Venue or Premises of any Visitor if the School considers that the conduct or behaviour of that person is unacceptable;

and

(c) enter any part of the Venue at any time during the Hire Period and interrupt or terminate the letting if it believes that the Venue's structure or content is at risk of damage or the safety of the Visitors or other persons is at risk. In such circumstances, the School will not be responsible for any loss that the Hirer or Visitors may suffer.

7. **General obligations of the Hirer**

7.1 The Hirer agrees:

- (a) to use the Venue only for the purposes of the letting as described in Part 1 of the Hire Contract;
- (b) to ensure that the Venue is not used for any illegal or immoral purposes or in a manner that might cause a nuisance or disturbance to the activities of the School or persons living in neighbouring homes to, or otherwise occupying or using land/buildings neighbouring, the Premises or that might in any way damage the reputation of the School, its staff, pupils or the facilities provided at the School;
- (c) to comply with and ensure that all Visitors comply with the Hire Contract and remove from the Premises any person who is behaving or appears likely to behave in a manner that is unsafe or in breach of the Hire Contract or that is otherwise considered by the School to be unacceptable. The Hirer hereby acknowledges and accepts that it shall be responsible for all acts and/or omissions of all Visitors at the Premises;
- (d) not to allow more than the Maximum Number of Students to attend the Venue without the prior written consent of the School, which may be subject to additional terms and payment of additional fees;
- (e) not to enter any part of the Premises other than the Venue without the prior agreement of the School and only to use the access routes to the Venue notified to it by the School;
- (f) not to make any use, change, addition or alteration in or to the Venue (interior or exterior) or the contents of the Venue (including bringing in or moving any furniture, fittings or equipment or using any other items at the Venue) except as set out in Part 1 of the Hire Contract or as otherwise agreed in writing and in advance by the School, which may be subject to additional terms and payment of additional fees. Any proposed alterations must be made in writing to the School no later than the Alterations Proposal Date;
- (g) not to store items in the Venue (or other parts of the Premises) except as specified in Part 1 of the Hire Contract or as otherwise agreed in writing in advance with the School, which may be subject to additional terms and payment of additional fees. Any proposed storage requirements must be made in writing to the School no later than the Alterations Proposal Date. Where consent is given, any items so stored remain entirely at the Hirer's risk;
- (h) not to make any changes to the installed services within the Venue (or other parts of the School) except as set out in Part 1 of this Hire Contract or as otherwise agreed in writing in advance with the School, which may be subject to additional terms and payment of additional fees. This includes (but is not restricted to) any changes or additions to the installed electrical, gas, water or telephone supplies;

- (i) where any aspect of the letting involves fire, fireworks or any fire risk, to inform the School in writing no later than the Alterations Proposal Date and to implement all necessary fire precautions (including any stipulated by the School), with the plans subject to the prior written approval of the School;
- (j) to ensure that no person's smoke in any part(s) of the Premises or eat or drink other than in designated areas and to ensure that no animals are brought in to the Premises (save guide dogs by blind persons and hearing dogs by deaf persons);
- (k) to ensure that either the Hirer's Representative or a nominated representative of the Hirer is present at the Venue at all times during the set-up, running and dismantling of the letting and not to leave the Venue until all other Visitors have left the Premises;
- (l) to ensure that the letting finishes no later than the time specified as the end of the letting Period in Part 1 of the Hire Contract each day and to clear the Venue (and all other areas of the Premises) of all students attending the letting by the time specified as the end of the letting Period in Part 1 and all Visitors, equipment and rubbish and to return the Venue to its condition as at the start of the Hire Period by the time specified as the end of the Hire Period in Part 1 of the Hire Contract. If circumstances require any such persons to remain in the Venue (or other parts of the Premises) after this time, the Hirer shall inform the School's Representative before expiry of the Hire Period and an additional charge may be payable by the Hirer under Clause 4.2;
- (m) not to hold itself out as an agent, partner or associated body of the School (and not to allow any third party to do so);
- (n) to maintain the Venue and Premises in a clean and tidy state throughout the Hire Period and, at the end of the Hire Period, to leave the Venue and Premises in the same condition of cleanliness, tidiness and repair as on the date immediately prior to the commencement of the Hire Period. Without prejudice to the above, not to allow any activities or equipment on the Premises' lawns and playing fields or similar areas which may damage or remove its topsoil;
- (o) in the event of any such damage occurring, to as soon as reasonably possible and in any event within 2 days, notify the School of any damage to the Venue, Premises or to any neighbouring site or to any objects, contents or fittings in or at the Venue or Premises and to (at the option of the School) either make good such damage to the satisfaction of the School (ensuring that all steps taken (including proposed materials to be used) in this regard are approved in advance by the School) or meet the full cost of making good the damage as notified by the School;
- (p) to provide its own staff (directors, instructors, leaders and administrative staff, including a nurse or matron, ensuring that there are no more than 10 students per member of the Hirer's staff at the Venue at any one time) and to assign a sufficient amount of staff to ensure the letting can be delivered safely and that all such staff are suitably qualified and briefed for their respective posts, and that such staff comply with the terms of the Hire Contract.

(q) at its sole cost and expense, to give all necessary notices and obtain all necessary licences, permissions and approvals (eg, as may be applicable, temporary event notice(s), public entertainment licence(s) and public performance licence(s)) required by, and to comply with the provisions of, all applicable laws and regulations (including local regulations), including (but not limited to):

(i) **the Health and Safety at Work etc Act 1974;**

(ii) all fire regulations, and in particular ensure that all internal and external exits, corridors and fire exit signs are kept clear and free from obstruction; and

(iii) the Safeguarding Vulnerable Groups Act 2006, and in particular ensuring that a recent, clear Disclosure and Barring Service check is in place for all staff who might have access to the students at the letting (and providing evidence of this to the School at its request);

(r) to provide its own transport facilities, photocopying and security container facilities and all portable equipment e.g. sports equipment, musical equipment required in addition to the items specified in Part 1 of this Hire Contract as being provided by the School;

(s) to provide and implement adequate security procedures to the satisfaction of the School and ensure that the Venue is locked and secure when not in use and to provide adequate fire drill instructions and procedures for all those attending the letting; and

(t) without prejudice to any of the foregoing, identify and notify the School in writing in good time in advance of the Hire Period of any special factors or associated risks arising (or likely to arise) in connection with the running of the letting or the use of the Venue for the letting. Unless expressly agreed otherwise by the School, the Hirer shall, at its own cost and expense, undertake a risk assessment satisfactory to the School in relation to the use of the Venue for running the letting, and provide the School's Representative with a copy of such risk assessment as soon as it is available and in any event before the commencement of the Hire Period.

7.2 Without prejudice to the generality of the foregoing (and in particular Clause 7.1(b) above), the Hirer:

(a) acknowledges the importance of running the Event in a manner in-keeping with the School's reputation and agrees to run the letting in such a way so as to avoid any negative publicity or complaints, either from neighbouring residents/landowners or the press (whether such publicity or complaints is/are directed towards the Hirer or otherwise);

(b) acknowledges that the School reserves the right to stipulate and otherwise instruct the Hirer how (if at all):

(i) the name and logo of the School;

(ii) the name or any other identification of the Venue or Premises;

(iii) images (whether still or moving) depicting the School (including its buildings, facilities and its staff and students), the Venue or the Premises; or

(iv) any other similar item or thing relating to or otherwise connected with the School (including its buildings, facilities and its staff and students), the Venue or the Premises, can be referred to and/or included in any and all press, publicity, promotional and/or marketing materials howsoever relating to the letting and the Hirer shall, subject expressly to clause 7.2(c) below, ensure that only such stipulated references and/or depictions are used in any and all press, publicity, promotional and/or marketing materials howsoever relating to the Summer Camp, and that they are used in strict accordance with the School's instructions; and

(c) in any event acknowledges and agrees that

(i) any and all press, publicity, promotional, marketing, signage and/or other materials (in whatever format or medium) howsoever relating to the letting, or that otherwise refer to or depict the School (including its buildings, facilities and its staff and students), the Venue or the Premises in any way; and

(ii) the proposed publication, distribution, circulation and/or other use of the same by or on behalf of the Hirer, must be disclosed to the School (together with any other information reasonably requested by the School) prior to any such proposed publication, etc of the same for the School's prior written approval and only with the School's prior written approval may the Hirer (or anyone on its behalf) use such materials and only then strictly in the manner approved and not otherwise.

8. Catering Contractors

The Hirer agrees:

(a) to obtain all catering services from the School and not to enter any contract with other suppliers without the prior written approval of the School. Breach of this obligation shall be a material breach of this Agreement and entitle the School to terminate this Agreement under Clause 5.2; and

(b) to ensure that no alcohol is consumed at the letting or otherwise at the Premises by any of the Visitors.]

9. Liability

9.1 The Hirer shall be liable for, and shall indemnify and keep indemnified the School against, all actions, claims, proceedings, demands, liabilities, losses, damages, costs and expenses (including legal and other professional costs and expenses, and loss of profits) suffered or incurred by the School, directly or indirectly, as a result of the letting, the Hirer's use of the Venue and Premises (including use by the Visitors) and any breach of the Hire Contract.

9.2 The School shall not be liable for any actions, claims, proceedings, demands, liabilities, losses, damages, costs or expenses (including legal or other professional costs or expenses) suffered or incurred by the Hirer, except where the School has been negligent or is in wilful default of the Hire Contract. Under no circumstances shall the School be liable for any loss of profits, business revenue, goodwill or anticipated savings (whether direct or indirect) that result from any breach of the Hire Contract by the School, and the School's entire and maximum liability shall be limited to the amount equal to the aggregate amount of the Total Fees paid to it under the Hire Contract at the time of the breach.

9.3 Nothing in this Agreement shall serve to limit or exclude either party's liability to the other in respect of any death or personal injury caused by them due to negligence.

9.4 The Hirer shall maintain throughout the Hire Period (and as a condition of the Hire Contract) a policy (or policies) of insurance with a reputable insurer against all risks and liabilities which may arise under the Hire Contract or otherwise in connection with the letting (other than due to the negligence of the School), which shall include (but is not limited to) public liability insurance of not less than £10 million in respect of any one claim. The Hirer shall provide evidence of such policy (or policies) and a receipt of the premium to the School prior to the Alterations Proposal Date. Upon the School's reasonable request, the Hirer shall ensure that the School's name and interest is noted on the Hirer's insurance policy (or policies) and the Hirer shall not do (or omit to do) anything which would invalidate (in whole or in part) any insurance policy (or policies) or prejudice the School's entitlement or benefits thereunder.

10. General

10.1 Relationship between the parties

Nothing in the Hire Contract shall be construed as creating a partnership, a contract of employment or a relationship of principal and agent between the School and the Hirer. The Hirer shall have sole responsibility for the wages, taxes, etc payable to the staff and hereby indemnifies the School against any liabilities relating to their employment (including any liabilities under the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE)).

10.2 Confidentiality

Each of the parties shall (and the Hirer shall ensure that its Visitors shall) keep in strict confidence the commercial terms of the Hire Contract and all information of a confidential nature regarding the staff, students, etc of the other party that comes into its possession.

10.3 Notices

Any notice to be given by one party to the other under, or in connection with, the Hire Contract shall be in writing and signed by or on behalf of the party giving it. It shall be served by sending it by first class or registered delivery post to the address set out in Part 1 of the Hire Contract (or notified in accordance with this clause). Any notice so served shall

be deemed to have been duly given on the second business day following the date of posting (or, where by registered delivery, the date on which the proof of delivery shows).

10.4 **Assignment**

The Hirer may not assign, transfer, charge or otherwise deal with all or any of its rights and/or obligations under or pursuant to the Hire Contract.

10.5 **Third party rights**

The parties agree that no term of Hire Contract will be enforceable by any third party (including any Visitor) by virtue of the Contracts (Rights of Third Parties) Act 1999.

10.6 **Severability**

If any provision (or part of a provision) of the Hire Contract is held to be invalid or unenforceable, then such provision (or relevant part, as the case may be) shall (so far as invalid or unenforceable) be given no effect and shall be deemed not to be included in the Hire Contract but without invalidating any of the remaining provisions (or remaining part of any provision) of the Hire Contract.

10.7 **Waivers**

No failure or delay by any party in exercising any right or remedy provided by law under or pursuant to the Hire Contract shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time.

10.8 **Variation**

No amendment or variation of the Hire Contract shall be valid unless it is in writing and signed by or on behalf of duly authorised representatives of each of the parties.

10.9 **Entire Agreement**

The Hire Contract sets out the entire agreement and understanding between the parties in respect of the matters covered herein and supersedes any previous arrangement, understanding or agreement between the parties relating to the subject matter of the Hire Contract.

10.10 **Dispute Resolution**

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: (a) through discussions between the School's Representative and the Hirer's Representative failing which; (b) through discussions between the School's Bursar and the Hirer's representative. 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 either the dispute has not been settled within two weeks

of the discussions detailed at (b) above occurring or the other party has failed to participate in the discussions, provided that the right to issue proceedings is not prejudiced by a delay.

10.11 Counterparts

The Hire Contract may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of the Hire Contract, but all the counterparts shall together constitute one and the same agreement. No counterpart shall be effective until each party has executed at least one counterpart.

10.12 Law

The Hire Contract shall be governed by and interpreted in accordance with the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English and Welsh courts.

Appendix A

Schedule of Fees

For availability please contact the Bursar on bursar@leehurstswan.org.uk

For Hire	Cost per hour
The Walker Hall with tiered seating and stage	£35
The Walker Hall with stage	£25
The Gym Hall	£30
Classroom	£20
Kitchen facilities	£20 per day
Playing fields	£20
Locking /unlocking & post event cleaning	£50 per booking

Payment: Hirers will be invoiced prior to the event. All settlements are required at least seven days before the event.

For long term agreements individual arrangements may exist.