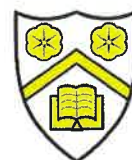




Lettings Agreement

Whitehill Community Academy





Whitehill Community Academy

Occupation Lane

Halifax

HX2 9RL

finance@whitehill.trinitymat.org

01422 244471

Lettings Agreement

This Lettings Agreement (the "Agreement") is made between Whitehill Community Academy (referred to as "the school"), located at Occupation Lane, Halifax, HX2 9RL, and [Hirer Name], located at [Hirer Address] (hereinafter referred to as the "Hirer"), collectively referred to as the "Parties."

1. Facilities and Grounds:

The school agrees to grant the Hirer the use of the following facilities and areas within Whitehill Community Academy:

1.1. [Insert Area/Space]

1.2. [Insert Area/Space]

2. Date and Time

The lettings period shall be agreed upon by both Parties and inserted below:

2.1. [Insert Date]

2.2. [Insert Time]

3. Payment Terms

The Hirer shall pay a fee for the use of the facilities and grounds as specified below:

- 3.1. Fee: [Insert Area/Space] for [Insert Price]
- 3.2. Payment Frequency: The fee shall be paid monthly.
- 3.3. Payment Method: Payment shall be made by bank transfer to the school's designated account as follows:
 - Account Name: [Insert Bank Account Name].
 - Account Number: [Insert Account Number]
 - Sort Code: [Insert Sort Code]
 - Reference: Invoice Number.

4. Services provided by The School

The School shall provide the following services to the Hirer:

- 4.1. Cleaning and Presentation: The School shall ensure that the designated area(s) used by the Hirer are clean and presented in a presentable manner prior to the lettings period.
- 4.2. Heating and Lighting: The School shall provide reasonable heating and lighting for the designated area(s) during the lettings period.

5. Hirer's Responsibilities

- 5.1. Liability: The Hirer will be solely responsible for any liability arising from their activities and/or use of the Premises. The School shall not be held responsible for any loss, injury, damage, or liability incurred by the Hirer, their participants, or any third parties involved in the activities.
- 5.2. Health and Safety: The Hirer shall ensure compliance with all health and safety regulations and requirements during the lettings period. An appropriate responsible person shall be appointed by the Hirer to oversee the implementation of necessary health and safety measures, including providing first aid provision, to ensure the safety and well-being of all participants involved in the activities.
- 5.3. Safeguarding and Child Protection: The Hirer must have appropriate safeguarding and child protection procedures in place, which will be shared with the School to ensure compliance and effective coordination, as necessary. These procedures must be provided in advance of the start of the lettings period or upon request for inspection. Compliance with these requirements is a condition for the use and occupation of the area/grounds/premises. Failure to comply will result in the termination of the Agreement. These obligations apply regardless of the presence of children. It is important to note that these requirements extend to all children who may be attending the services or activities, regardless of their enrolment status as students of Whitehill Community Academy.

In the event of an allegation or incident relating to safeguarding that occurs on the School premises in connection with the Hirer's activities, the Hirer is responsible for investigating the incident in accordance with their own obligations and immediately informing the School of such an incident. The School has a legal obligation to also investigate such an incident following its safeguarding policies and procedures, including informing the Local Authority Designated Officer (LADO), as outlined in the 'Keeping Children Safe in Education (KCSIE) 2023 - statutory guidance for schools and colleges' paragraph 377.

6. Variations of Agreement

- 6.1. Any Variation must be agreed upon by the Parties and confirmed in writing. No variation of these terms and conditions shall be valid unless it is in writing and signed on behalf of the School and the Hirer.
- 6.2. In the event of a Variation, the Agreement Price may also be adjusted. The School shall calculate and agree upon the adjusted Agreement Price in writing with the Hirer, reflecting the nature and extent of the Variation.

7. Insurance

- 7.1. The Hirer agrees to obtain and maintain comprehensive public liability insurance with a minimum coverage of £5,000,000 (five million pounds) throughout the term of this Agreement. Proof of insurance shall be provided to the school prior to the booking commencing.

8. Indemnification

- 8.1. The Hirer shall indemnify and hold Whitehill Community Academy harmless from all claims, proceedings, actions, damages, costs, expenses, and other liabilities arising from the activities, services, or use of the Premises by the Hirer or its participants.
- 8.2. The Hirer shall fully indemnify the school for any losses or damages incurred due to the provision or non-performance of the hired facilities and grounds or the Hirer's obligations under this Agreement.
- 8.3. This indemnification shall extend to any claims or liabilities asserted by third parties, including participants, attendees, employees, or agents of the Hirer.
- 8.4. The Hirer shall promptly notify the school of any claims or actions brought against them in relation to the activities conducted on the Premises and cooperate fully in the defence or settlement of such claims.
- 8.5. The obligations of indemnification under this section shall survive the termination or expiration of this Agreement.

9. Force Majeure

- 9.1. Neither Party shall be held liable for any delay or failure in performance of their obligations under this Agreement caused by circumstances beyond their reasonable control, including acts of God, natural disasters, strikes, lockouts, riots, acts of war, governmental actions, or any other events commonly referred to as "force majeure."

10. Dispute Resolution

- 10.1. In the event of any dispute arising out of or in connection with this Agreement, the Parties agree to engage in good faith negotiations to resolve the dispute amicably.
- 10.2. If the dispute cannot be resolved through negotiations, either Party may refer the matter to mediation or other alternative dispute resolution methods before pursuing any legal actions.

11. Governing Law

- 11.1. This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

12. Agreement and Signatories

- 12.1. Please confirm your acceptance of the terms and conditions outlined in this Agreement by signing below.

Yours sincerely,

[Your Name]

[School Name]

[Insert Date]

[School Representative Name]

[School Representative Title]

[Insert Signature]

Agreed and Accepted:

[Hirer Name]

[Hirer Representative Name]

[Hirer Representative Title]

[Insert Date]

[Insert Signature]