

Heath Hayes Academy

School Lettings Agreement

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1. Statement of Intent

The School (and Trust) aim to maximise the use of all its facilities. The intended purpose of the School's facilities is to benefit the School community; however, we understand that extending the use of the premises to the wider community allows us to maximise our income and provide an advantage to the clubs and groups who will use our facilities.

The School endeavours to positively contribute to increasing participation in activities taking place in the local community.

This document clearly sets out the rules and procedures the School expects Hirers to follow when using the premises and facilities.

2. Legal Framework

2.1 This document has due regard to the relevant legislation and guidance including (but not limited to):

- The School Premises (England) Regulations 2012
- Health & Safety at Work etc. Act 1974
- The Health & Safety (First-Aid) Regulations 1981
- Education Act 1996
- The Control of Asbestos Regulations 2012
- The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR) 2013
- Value Added Tax Act 1994
- The Landlord & Tenant Act 1954
- Keeping Children Safe in Education 2021
- DfE (2018) 'Advice on standards for School premises'
- DfE (2015) 'The Prevent Duty'
- HMRC (2020) 'Land and property (VAT Notice 742)
- HMRC (2019) 'Education and vocational training' (VAT Notice 701/30)

2.2 This policy operates in conjunction with (but not limited to) the following Trust policies:

- Asbestos Management Policy
- Child Protection & Safeguarding Policy
- First Aid Policy
- Fire Safety Policy
- Health & Safety Policy

3. General Managerial and Organisational Roles and Responsibilities

3.1 The Board of Trustees, or its delegated committee, in liaison with individual Schools will:

- Oversee the marketing of the facilities to ensure their use is maximised.
- Work with the Head Teacher to ensure all relevant policies and procedures are implemented and made available to Hirers.
- Agree fair prices to charge for using the premises: these will reflect the condition and nature of the facilities but remain competitive enough to be accessible to the wider community.
- Ensure the costs of any bills, e.g. electricity and water, that may be attributed to the use of the premises are covered.

3.2 The Head Teacher will:

- Appoint, a designated Lettings Duty Manager: Mrs Hannah Greenway, and Deputy Manager: Donna Evans
- Work with the Trust to assess whether or not the premises are suitable for hire in its current condition.
- Accept and reject applications to hire the premises as appropriate.
- Ensure the designated lettings manager has the information to implement and manage the requirements of the Trust's Child Protection & Safeguarding Policy in relation to all lettings (see also section 7, below).

3.3 The designated Lettings Duty Manager will:

- Ensure the Hirer has adequate Public Liability Insurance
- Ensure compliance with the existing premises licence (where applicable).
- Ensure the designated lettings policy is followed and support staff in lettings.
- Ensure the correct insurances are in place for hiring out the premises.
- Ensure the premises are fit for use by Hirers.
- Ensure the undertaking (and publishing to Hirers) of a Lettings Risk Assessment to ensure the suitability of the premises before activities are carried out on the premises and to ensure the safety of both Hirers and their associated visitors.
- Regularly review and, where necessary, update the School's Lettings Risk Assessment in light of changes to Hirer's activities and / or the premises.
- Contribute to the content, review and practical implementation of the School's Lettings Risk Assessment.
- Ensure all staff provided by the Hirer follow the contractors policy, with assurances of safer recruitment.

The designated Lettings Duty Manager will delegate responsibility to the Site Supervisor to:

- Ensure the facilities and equipment requested are clean and in a good working condition for each Hirer.
- Show the Hirers how to properly open the premises and secure and lock the premises after use.
- Maintain and check equipment to ensure the general upkeep of the site and its facilities.
- Organise any repairs and / or replacement of damaged furniture and / or equipment.
- Ensure Hirers familiarise themselves with any / all relevant policies, procedures and risk assessments relating (but not limited) to, First Aid, Fire Safety, Child Protection & Safeguarding, Emergency Evacuation, Asbestos Management etc. prior to the first letting taking place.
- Ensure the safe management of any Asbestos Containing Materials (ACM's) as applicable to Schools constructed prior to 2000 (see also section 11, below). In the context of lettings and Hirer's use of the premises.
- Ensure other areas within the site are locked and there is only access to designated rooms (hall, main hall corridor, toilets)

3.4 The Deputy Manager will be responsible for:

- Check that the implementation and management of the requirements of the Trust's Child Protection & Safeguarding Policy in relation to all lettings are adhered to (see also section 7, below).
- Be the port of call for Safeguarding concerns following the Hirer's protocol.
- Ensure information sharing (safeguarding, behaviour, SEWB) is consistent.
- Have oversight of the provision with updates received from the Hirer on behaviour, safeguarding and provision.
- Work alongside the manager of the provision to ensure a continued high standard of provision and care.

3.5 **Hirers will:**

- Comply with the terms and conditions of this Lettings Agreement.
- Pay all fees, charges and cost requested by the school as shown on the booking form and due under this Lettings Agreement.
- Inform the designated Lettings Duty Manager of the activities that will be undertaken on the premises and of any changes to those activities.
- Obtain adequate Public Liability Insurance and provide the designated Lettings Manager with proof that they hold a current and relevant insurance policy.
- Obtain, at their own expense, all necessary licences, consents and permissions (statutory or otherwise) required in connection with the use of the premises for the purpose for which the same is let and to observe and comply with all the conditions attached thereto.
- Appoint a Person in Charge to act as a key point of contact; to manage the Hirers activities, disseminate information (e.g. emergency procedures) and ensure the proper use of the buildings, facilities, furniture and equipment they have requested to use.
- Take the necessary steps to ensure there is no damage to any buildings, facilities, furniture and equipment.
- Take responsibility for all related employees, visitors and volunteers during their period of hire.
- Adhere to the requirements of the School's Lettings Risk Assessment.
- Work with the Site Supervisor to ensure that the premises are secure after use.
- Conduct their own risk assessments for their activities and provide copies to the School upon request.
- Adhere to the requirements of the Trust's Child Protection & Safeguarding Policy as implemented and managed by the Head Teacher (see also section 7, below).
- Adhere to the School safeguarding policies and procedures.
- Adhere to the high expectations and standards of school, in line with the school charter.
- Prior to the first hire date, the Hirer (with School support and facilitation) will familiarise themselves with any / all relevant policies, procedures and risk assessments relating (but not limited) to First Aid, Fire Safety, Child Protection & Safeguarding, Emergency Evacuation, Asbestos Management etc.
- At the expiration of the hiring, remove everything brought by them to the School and leave the premises in a clean and orderly condition, within the times booked for the event.

- Work alongside the deputy manager of the provision to ensure a continued high standard of provision and care.
- Pay for any loss, breakage, damage, cleaning (as assessed by the School) resultant from the Hirer activities.

4. The Lettings Process

- 4.1 Potential Hirers will contact the School at least two weeks before they wish to use the premises.
- 4.2 Prospective Hirers can apply through a Lettings Application Form (Appendix 1) which will be submitted, by hand, to the School office or emailed to office@heathhayesacademy.co.uk or via consultation with the headteacher.
- 4.3 For regular hire, only one application form needs to be submitted; however, all the requested dates going forward will be required.
- 4.4 Hirers will explain their desired use of the premises when completing their application form.
- 4.5 After receiving an application to use the School's premises, the Head Teacher will decide whether to allow the letting to take place.

4.6	Approval of lettings will be confirmed via a Lettings Approval Form emailed to the Hirer (Appendix 2). If the application is rejected, the designated Lettings Duty Manager will contact the applicant by email, to confirm the School's response and outline the reasons for rejection.
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- 4.7 Sub-letting or assignment of the letting in any form is strictly prohibited. If the School receives any evidence pertaining to sub-letting or assignment of the School premises (or of plans to do so), all bookings the Hirer has made with the School will be cancelled with immediate effect.
- 4.8 Lettings for private profit are allowed only with specific written permission from the Head teacher.
- 4.9 Where the School has imposed any additional, special conditions relating to a particular hire activity; the Hirer must comply with those special conditions. Note that such special conditions could include compliance with existing CUA's, licenses or lease terms affecting the premises.

5. Letting Fees & Charges (see Appendix 3 for details)

- 5.1 Fees & charges can be paid via cash or BACS / bank transfer.
- 5.2 Once a new application has been approved, the School requires a £500 deposit of the overall fee to be paid to the School in order to secure a booking.
- 5.3 The remaining balance is to be paid within 30 days of the invoice being issued.
- 5.4 Hirers should give the School at least 3 terms notice if they wish to cancel their booking.

- 5.5 No refunds of deposits will be given if cancellation is within 5 working days of the time of approved letting and which the School will utilise to offset any loss of lettings income and administration costs.
- 5.6 The School reserves the right to refuse access to the premises hired if the whole Letting Fees & Charges have not been paid by the due date.
- 5.7 In the event any fees are outstanding after the due date has elapsed, their organisation will be barred from using any facilities controlled by the School (and the Trust) until they have paid the full amount.
- 5.8 The School reserves the right to take legal action should any outstanding fees remain unpaid for 60 days after hiring.
- 5.9 Should the premises and / or any equipment, including items that have not been requested, be damaged, lost or stolen whilst under the Hirer's care, the Trust reserves the right to charge for the repair and / or replacement of that equipment.
- 5.10 The School reserves the right to adjust the hiring charge to:
- Cover any increases in hiring charges or changes in scope of the letting which may occur if an application covers a series of lettings over an extended period.
 - Cover an increase in a hiring charge or changes in scope of the letting which may occur between the date of the approved application and the date of the actual hiring.
- 5.11 Any occupancy in excess of times booked shall be charged extra at a rate to be assessed by the School but in-line with the fee structure contained in this document.

6. VAT

- 6.1 Provided the School has opted to tax; letting out facilities will generally be standard-rated. In certain circumstances the letting will be VAT-exempt and these circumstances include:
- A single, continuous let period of over 24 hours to the same individual.
 - A let of a series of sessions to the same individual where:
 - The series is of at least ten sessions.
 - Each session is for the same sport or activity.
 - Each session is in the same place.
 - The interval between each session is at least 1 day, but not more than 14 days.
 - The series is paid for as a whole with written evidence to that fact.
 - Where the Trust will be providing education free of charge.

7. Safeguarding

- 7.1 Organisations submitting a lettings application must fully state the purpose of the hire.
- 7.2 It is a requirement that Hirers agree to read and comply with all aspects of the Trust / School Child Protection & Safeguarding Policy (along with other relevant safeguarding procedures) and ensure they understand / follow the rules and procedures detailed therein.

- 7.3 Hirers' activities will be the subject of a Safeguarding Risk Assessment undertaken by the Trust / School and the Hirer will comply with the outcomes and control measures resultant from that risk assessment.
- 7.4 Organisations submitting a lettings application involving working with children and / or young people will submit a signed copy of their current Child Protection & Safeguarding Policy and procedures for ensuring suitability of adults working with children.
- 7.5 Potential Hirers must obtain all necessary safeguarding checks where required, e.g. enhanced DBS Checks, Child Barred List Checks etc. and provide assurance of same to the Head Teacher.
- 7.6 Each application will be vetted by the DSL and Head Teacher who will review the relevant safeguarding provision and checks carried out by the Hirer to ensure they comply with the requirements outlined in the Trust / School Child Protection & Safeguarding Policy - any concerns will be reported to the Head Teacher prior to approval.
- 7.7 When determining whether to approve an application; Head Teacher will consider the following factors:
- The type of activity.
 - Safeguarding implications / arrangements.
 - Possible interferences with Trust / School activities.
 - The availability of facilities.
 - The availability of staff.
 - Health, safety and welfare considerations.
 - The School's duties with regard to the prevention of terrorism and radicalisation.
 - Whether the letting is deemed compatible with the ethos of the Trust / School.
- 7.8 An application will not be approved if it:
- Provides a level of safeguarding which is deemed inadequate.
 - Is aimed at promoting extremist views.
 - Involves the dissemination of inappropriate materials.
 - Contravenes the statutory Prevent duty.
 - Is likely to cause offence to public taste and decency (except where this is, in the opinion of the Trust, balanced or outweighed by freedom of expression of artistic merit).
- 7.9 The Head Teacher or DSL will file a REAch2 Incident Report Form if they have reason to believe that the letting has been used for political purposes not previously authorised; for the dissemination of inappropriate material or for any other purpose that contravenes the Schools statutory safeguarding responsibilities including those under the Prevent Duty.
- 7.10 Where an individual group is found to be promoting views in contravention of the Trust / School Prevent duty, the person or group is guilty of an offence, under the Education Act 1996, the Trust / School will contact the police who will remove the person or group from School premises.

8. Using the Site

8.1 Access and Timings:

- The premises / site will only be available to Hirers after from 7am – 6.15pm.
- The use of the premises is restricted to a finish time of 6.15pm
- The use of the external areas will finish at 6.15pm.
- Extensions to these times are only permitted with written approval from the designated Lettings Manager prior to the letting.
- Neither the Hirers nor any member of their party may enter the site / buildings prior to the time of the agreed booking and any time for preparation / set-up / clearing away must be incorporated into the Hirers booked time slot and paid for accordingly.
- Should the school change or adjust the timings of the school day, the Hirer will reflect this in their provision.

8.2 Security:

- The Hirer will liaise with the Site Supervisor to ensure the School remains secure before, during and after use.
- Keys or security codes will not be passed to any Hirer or other person without written permission from designated Lettings Duty Manager.
- The Site Supervisor will return to the site before the last Hirer leaves, to ensure the site is clean and secure ready for the next day.
- The Trust / School accepts no liability for damage, loss or theft of equipment, goods, personal effects and property left on or brought onto the premises by the Hirer, its servants or agents, or by any user of the premises.

8.3 Noise:

- The use of public announcement systems and loudspeakers must be agreed with the designated Lettings Duty Manager - this agreement must include a maximum noise level which is not to be exceeded.

8.4 Car Parking:

- The School car park is available to Hirers during their time on the premises.
- Staff are advised to use the public carpark if appropriate.
- It is the responsibility of the hirer to ensure that neighbouring properties to School are not inconvenienced by inconsiderate/illegal parking by members of the public attending the event, e.g. Blocking driveways/restricting access.

8.5 Supervision:

- Prior to the letting, the nominated Person in Charge must familiarise themselves with the emergency procedures that obtain at the specific site where the letting is taking place. (This can be facilitated by contacting the designated Lettings Duty Manager/s). The Person in Charge must ensure that all members of their party are familiar with the sites emergency procedures prior to the letting.
- The Hirer shall ensure that during the time these premises are used that such activities are conducted in an orderly manner and under adult supervision and that the right to use the premises is exercised quietly and in a manner unlikely to cause any annoyance or inconvenience or to become a nuisance to the owners or occupiers of any adjoining or neighbouring property or to the public.
- Hirers shall be restricted to the hired area only (hall, playgrounds, school field, and learning hub) and shall be responsible for keeping visitors off all facilities,

other than those hired.

8.6 Damage:

- The Hirer shall defray the cost of making good all damage caused to the premises or other property of the School which is in any way attributable to the exercise of this right.
- The Hirer shall indemnify the School and keep it indemnified from and against all costs, charges, claims and demands for injury, loss or damage to persons or to property arising from the exercise of this right howsoever such injury, loss or damage may be caused unless due to any negligence on the part of the School or its servants or agents.
- The Hirer is, therefore, required to arrange public liability insurance, or other insurance appropriate to the use, documentary evidence of this must be produced with final payment.
- No fixtures or decorations of any kind requiring nails or screws to be driven into the School property are permitted, and all displays are to be restricted to the pin boards, nothing is to be fastened to the walls whether by Sellotape, Blue-Tack or any other means. The users of the School are forbidden to stand upon any desk or seat or upon any other furniture or fittings. The premises must be left at the end of the letting in a reasonably clean and orderly condition.
- No notices, either permanent or temporary, may be affixed to School notice boards or displayed on the School premises without prior approval of the Principal.
- Stiletto heels, studded shoes and other types of footwear likely to cause damage to the floors of the areas under hire are not permitted. It is expected that the organiser of functions for which the premises are hired will draw attention to this ban by means of a suitable notice on the programme, ticket or invitation issued for the function.
- No special preparation may be applied to the floors of the School premises for dancing purposes.

8.7 Complaints:

- The Trust uses a 'three strike rule' when addressing complaints lodged against Hirers.
 - **Strike 1:** Hirers will receive a verbal warning about their conduct on the property and be warned that repeated offences will result in their booking privileges being suspended.
 - **Strike 2:** Hirers will receive a second verbal warning and a letter explaining that the Trust takes a zero-tolerance approach inappropriate behaviour. This letter will outline that any fines for the behaviour that the Trust is issued may be passed on to the Hirer if there is sufficient evidence to do so.
 - **Strike 3:** Hirers will be barred from booking the School premises for any activity for a period of two months. The Trust also expects the Hirer to issue a written apology to the Trust, School and complainant.

8.8 Breach and Termination:

- In the event of a breach in any of the conditions of hiring (including any special conditions of relating to a particular hire activity (see also section 4.9, above)

the School may terminate the hire forthwith (see also sections 7.10, above and 10.12, below).

9. Furniture and Equipment

- 9.1 Any seating provided is limited to the number of chairs on the premises.
- 9.2 Furniture and equipment will not be removed from the premises, relocated or interfered with in any way, unless permission has been granted by the Site Supervisor. In the event permission has been granted, the Site Supervisor will oversee the move.
- 9.3 If a move has been agreed, the Hirer and the Site Supervisor will negotiate restoring the premises back to its original state.
- 9.4 Hirers are allowed to bring their own equipment on to the premises; however, they will be required to ensure that such equipment is safe.
- 9.5 The undertaking of risk assessments for manual handling and relating to the Hirers use of equipment (either belonging to the School and / or the Hirer) will be the responsibility of the Hirer.
- 9.6 Any damage to furniture, equipment or the building will result in the Hirer being charged the cost of any repairs or replacements (see also section 8.6, above)
- 9.7 Hirers will report any damaged, stolen or missing furniture / equipment to the designated Lettings Duty Manager immediately.
- 9.8 Catering equipment, kitchens and cooking facilities are generally available for use, and the Hirer must ensure all food hygiene regulations, training and practises are in place.

10. Emergencies, Health & Safety and Legal Requirements

- 10.1 In case of an emergency, the on-site telephones can be used to call the emergency services.
- 10.2 The following phone number is available for use in case of any security breach or emergency, the School's Site supervisor can be contacted on 07794 896842.
 - School Site Supervisor: Mr Richard Proctor 07794 896842
 - Lettings Duty Manager: Mrs Hannah Greenway 01543 273690 or 07950623105.
- 10.3 All Hirers are to have access to at least one mobile telephone that can be used to call the emergency services, should the on-site telephones not be accessible.
- 10.4 Hirers will be responsible for ensuring they have a trained first aider on site during the times they use the premises.
- 10.5 Smoking is not permitted on the School premises (or adjacent to school site entrances) at any time.
- 10.6 Alcohol will not be brought on to, or consumed on or sold on the premises unless the School holds a licence to sell alcohol, and such provision has been agreed in writing by the designated Lettings Duty Manager.

- 10.7 Hirers will be responsible for arranging any additional licences that are required to the nature of their activities, e.g. a music licence.
- 10.8 All hire events should be accompanied with a Health & Safety Risk Assessment and/or Method statements (if required) prior to the event if requested by the School.
- 10.9 No portable electrical appliances or equipment shall be brought onto School in the absence of current PAT test certification.
- 10.10 Power and water services will not be used without the written permission of the School.
- 10.11 Hirers will not bring animals onto the premises without permission from the designated Lettings Manager.
- 10.12 The School may cancel a booked hiring or terminate an ongoing hiring on occasions where it is of the opinion of the School, for any reason whatsoever, that it would be potentially dangerous to allow the activity to take place / continue.

11. Managing Asbestos-Containing Materials / ACMs (pre-2000 buildings only)

- 11.1 Hirers will be provided with a copy of the School's Asbestos Management Policy before using the site.
- 11.2 An Asbestos Management Survey has been carried out and the School has in place an Asbestos Management Plan (AMP) - these will be shown to Hirers and a confirmatory signature will be required.
- 11.3 To ensure no ACMs will be disturbed, the designated Lettings Duty Manager/s will provide Hirers, in writing (and addressed as part of the Schools Lettings Risk Assessment) with:
 - The location / nature of any ACMs that have been identified in areas to be accessed by Hirers.
 - Information as to how those ACMs could be damaged or disturbed and the risks associated therewith.
 - Appropriate instructions / details of what precautions and control measures to implement (if any).
- 11.4 If the School finds there has been, or may have been, an unplanned disturbance of asbestos after the facilities have been hired, the following action will be taken:
 - All activities will stop, and everyone will be evacuated from the affected area.
 - Staff, pupils and visitors will not be allowed to re-enter the affected areas until any necessary remedial action has been taken.
 - Items, including equipment, books or personal belongings, will not be moved from the area.
 - Advice will be sought from an asbestos expert regarding remedial action.
 - Unless the incident is minor, the Trust will notify the HSE, as this is a legal requirement under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR) 2013.
 - Anyone who has come into contact with asbestos, and is concerned about their exposure, will be advised to contact their GP.

- The School's Asbestos Management Policy will detail the further procedures for staff to follow in the event of an incident, and this will be communicated to all staff.
- Any incidents involving the disturbance of, and exposure to, asbestos will be recorded appropriately and dealt with in line with the Trust's Incident Reporting Procedures.

Appendix 1: Lettings Application Form				
Section 1: Hirer's Details				
Name of Hirer:		Organisation:		
Invoice Address:				
Please confirm your preferred method for payment of Letting Fees & Charges:		BACS	Cash	Cheque
Contact Tel' No:		Email:		
Section 2: Event Details				
Title of Event:			Expected Attendance:	
Activity Details:				
Will your activities involve working with children and / or young people? (If 'yes' please provide a copy of your Child Protection & Safeguarding Policy)			Yes	No
Hire Date/s:	*Start Time:	*Finish Time:		
*Times to include set-up and clearing away.				
Person in Charge:		Mobile No:		
Hirer's Furniture / Equipment to be Brought on to the Premises (specify below):				

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Section 3: Facilities & Equipment Needed			
Accommodation:	Yes	No	Additional Information / Details
Assembly Hall			
Additional Furniture			
Changing Facilities			
Classroom			
*Dining Area			
Meeting Room			
Sports Field			
*Please note that catering equipment, kitchens and cooking facilities are generally not available for use, but the dining areas are available if Hirers wish you supply their own food.			

ICT / AV Equipment:	Yes	No	Additional Information / Details
Display Board			
Dry-Wipe Board			
Over-Head Projector			
Projector			
Promethean Board			
Smart Board			
Sound / Speakers			
Health & Safety	Yes	No	Additional Information / Details
Access to Cold Water			
Access to Hot Water			
Access to Power			
Disabled Access			
Security Staff			
Special H&S Req'ts			
Any Additional / Specialist Accommodation and / or Equipment Requirements (specify below):			

Section 4: Agreement & Payment

- I hereby make application to use facilities and equipment as detailed in Section 3, above and for the proposes set out in Section 2, above.
- By signing this document, I acknowledge that I have read and agree to observe all the terms and conditions of hiring set out in the school's Letting Agreement and all additional, special conditions imposed by the School relating to the Hirer's activities and to pay the assessed lettings charges.
- I acknowledge that my signature confirms all the details in this application form are correct.
- Applicants should expect a receipt of delivery from the school within 2 working days and will receive a decision on the outcome of their lettings application, via email, from the school within 5 working days.
- Approved lettings (by way of a Lettings Approval Form) will also be accompanied by an invoice for the relevant Letting Fees & Charges.

Signed (Hirer):

.....

Date:

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Appendix 2: Lettings Approval Form

Letting Approval (to be completed by the school)

Name of Hirer:	Organisation: Heath Hayes Academy	
Title of Event:		
Hire Date/s:	Start & Finish Time:	
<ul style="list-style-type: none"> Approval is given for a letting to take place on the basis of the information given above which shows the School's understanding of your requirements. The School confirms that all relevant documentation required by the Conditions of Hiring has been provided and found to be satisfactory. Under the terms and conditions of the Lettings Agreement, the Hirer agrees to pay the Letting Fees & Charges set out below and further detailed in the attached invoice: 		
Payment Base rate: £105 a day		
<ul style="list-style-type: none"> The School reserves the right to adjust the lettings charge if your requirements change or in accordance with the terms and conditions of the Letting Agreement. 		
Additional, special conditions imposed by the School relating to the Hirer's activities:		
Signed (School):	Date:	

Appendix 3: Letting Fees & Charges

Please note that the prices quoted below should be regarded as a general price list, however negotiated prices/discounts may be available under certain circumstances and at the School's discretion e.g. for long term lettings or very large scale events.