



Letting Agreement

2023 – 2024

CONTENTS

Please review and complete all sections of this agreement

1. Letting Charges
2. Facilities Booking Application Form
3. Safeguarding: checks for hirers
4. Dates for hire of premises
5. Terms and Conditions for hire of outside pitches
6. General Terms and conditions of use
7. H&S Guidance for hirers

PART 1 FEDERATION OF ABBEY SCHOOLS

Letting Charges 2022/2023

FACILITY	Price per 1 hour session (£)
	Hirers must provide their own public liability insurance
Sports Hall	25.00
Additional hour	10.00
Junior Main Hall	25.00
Additional hour	10.00
Infants Main Hall	25.00
Continuous	10.00
Class Room	15.00
Additional hour	10.00
Netball Pitch	12.00
Additional hour	8.00
Playing Fields	20.00
Additional hour	10.00
Football Pitch (per match)	15.00
Mixed Use Facility Daily Rate	75.00

PART 2 FEDERATION OF ABBEY SCHOOLS ACADEMY TRUST

Facilities Booking Application Form

Hirer	Full Name:			
	Address:			
	Postcode:			
	Telephone:			
	Email:			
	If acting on behalf of a business, club, organisation etc. please state its full name and address plus your position there Name of organisation: Address: Your position in the organisation:			
Areas and Facilities Hired	Day & Date of Event(s) (If booking a series of dates please circle them on the calendar attached to this form.)	Area/Facilities	Times of Hire	
			From	To
Further details	Event Title		Equipment Required (please list) Please note that hirer's own electronic equipment must be PAT tested.	
	Is the event/activity exclusively for 0-19 year olds? <input type="checkbox"/> Yes <input type="checkbox"/> No			
	Expected Numbers			
Payment	Amount per event		Termly Invoice	
	See charges attached		To be paid on receipt see terms	
	Payment by Bacs Transfer: Invoice will be issued please return to: Abbey Business Centre, Federation of Abbey Schools, Cleveland Terrace, Darlington DL3 8JA			
Insurance	All hirers should have public liability insurance with minimum cover of £5,000,000. Name of Insurer Policy Number Expiry Date Limit of Indemnity Please enclose a copy of the insurance certificate when returning this form			

Return	<p>Once fully completed, this application form and a copy of your public liability insurance certificate (if applicable) must be returned to:</p> <p style="text-align: center;">Mrs J Scott Federation of Abbey Schools, Cleveland Terrace Darlington Co. Durham DL3 8JA</p>
---------------	---

FOR OFFICE USE ONLY

Agreement	Approval of hiring by Head Teacher
	Date

Payment		£	p
	Fee Payable per session		
	VAT (if applicable) @ 20%		
	Total Payable per session		
	Customer Number: will be issued on Invoice		
Return of Agreement	Completed copy of Lettings Agreement given to hirer:		
	Date:		

PART 3 FEDERATION OF ABBEY SCHOOLS ACADEMY TRUST

Safeguarding Checks for hirers

As part of the responsibilities placed on the school we are required to ensure that all hirers (and their employees) of the school facilities who come into contact with children or vulnerable adults have undergone appropriate safeguarding checks. You are therefore required to provide us with written confirmation that these checks have taken place by making the declaration below.

Mr J Briggs
Head Teacher

I confirm that all relevant safeguarding checks (including satisfactory Enhanced CRB/DBS Disclosures) have been carried out on all staff engaged by my organisation who will come into contact with children or vulnerable adults during the hire of the facilities at The Federation of Abbey Schools.

Name	DBS number *	Date DBS issued	Photo ID provided
			Y / N
			Y / N
			Y / N
			Y / N
			Y / N
			Y / N

*DBS information is required for all persons over the age of 16.

** Please ensure photo ID is provided for inclusion in the Central Register for all members of staff

Any volunteer who does not have a valid DBS will not be left alone with children in my care. They will be supervised at all times and under my management.

Signed

Date

Name of Organisation/Hirer of Academy Facilities:

.....

Please mark all dates requested for hire within this agreement below – please note school and bank holidays are shaded

Times

[illegible]

PART 5 TERMS AND CONDITIONS FOR HIRERS OF OUTSIDE PITCHES

The following sets out the responsibility of groups and clubs who hire the outside pitches and grass areas. The General Terms and Conditions in the Hirers Agreement still apply.

In agreeing to use the pitch we expect you to name a person who will be responsible for ensuring these terms and conditions are met when your organisation are using the facilities.

1. Users must keep noise to a reasonable level so to avoid causing a nuisance to the schools neighbours (e.g. stop excessive noise and needless kicking the ball near fencing etc.)
2. The person in charge will remind users of the need to avoid bad language.
3. Ensure spectators do not smoke whilst on the site.
4. Any food/litter must be taken off site or disposed of in the bins provided.

Club Group:

Time and Day of booking:.....

Name of Hirer:

Name of person responsible for supervision during letting

Contact Number

I agree to the terms and conditions set out above and understand that failure to do so may lead to all bookings being cancelled.

Signed Date

Name

PART 6 FEDERATION OF ABBEY SCHOOLS

General Terms and conditions of use

These terms and conditions, together with the form of application to hire the school, shall constitute the contract between the Federation and the hirer(s)

Application

1. Application for hire must be made on the application form provided which will form the basis of a licence to use **Abbey Federation School Premises**.
2. If an organisation is hiring the accommodation both the organisation and its members are jointly and severally liable under this agreement.
3. The hirer must ensure that everybody making use of the accommodation complies with the conditions of use, failure to do so may result in your letting being terminated with immediate effect.
4. This agreement is personal to the hirer and may not be assigned to any third party.
5. The number of persons using any hired property/premises shall not exceed the number advised by the hirer and authorised by the school.

Cancellation

6. There will be at least two weeks' notice, in writing to the Lettings Manager, for any cancellation of a booking made by a hirer. Cancellations made after this date will be charged at half the booking fee.
7. The Academy reserves the right to cancel any licence at any time in the event of the school requiring any hire property for school purposes or for any other reason which is considered necessary by the school. This may be at short notice.

Payment

8. New Hirers - the first month's fee is payable in full upon signing this agreement. Regular Hirers will be invoiced half termly and this should be paid in advance, failure to do so will jeopardise your booking.

Indemnity and Insurance

9. The hirer shall be responsible for all damage caused and shall indemnify the Academy against all loss, damage and expense unless due to the negligence of the Academy and any such damage shall be reported immediately to the Academy.
10. Any damage caused to the accommodation (or elsewhere in the Academy) shall be compensated to an extent considered reasonable at the discretion of the Academy within seven days of a written demand.
11. The hirer shall indemnify the Academy against all and any expenses, liability, loss, claim and proceedings arising in respect of personal injury to or death of any person or damage to any property arising directly or indirectly from the use of the accommodation unless due to Academy negligence.
12. The hirer shall obtain insurance against legal liabilities to third parties (including the Academy) with a limit of indemnity of at least £5 million for any one incident.
13. Please note that any equipment belonging to hirers, which is used or stored at the Academy, is not covered by the Academy insurance policy and it is recommended that hirers take out separate insurance or include as 'All Risks' on existing policy. Any equipment left at the Academy is not supervised by the Academy and is therefore left at the hirer's risk.
14. The Academy does not accept any responsibility for any articles of property left by the hirer, their guests, agents or any member of the public on the hired property during the period of hire.

The Premises

15. Access is restricted to the rooms hired and any toilet facilities. Access shall only take place during the designated time and for the permitted purpose.
16. Smoking is not allowed anywhere on site.
17. This agreement does not include the use of any equipment, including PE, except where specifically agreed and subject to any further fees chargeable; kitchens and catering equipment shall not be used unless approved by the school subject to any conditions which may be imposed.
18. Any food or drink on site must be in plastic containers and disposed of either in the bins provided or taken off site.

Performing Rights and Licences

19. No copyright works shall be performed in the accommodation without the licence of the copyright owner and the hirer shall indemnify the school against any penalty or sanction for any copyright infringement which may occur.
20. The hirer shall not use the accommodation for any purpose or activity for which a licence or permission is necessary, e.g. preparation and sale of food, unless such a licence has been obtained.
21. The accommodation shall not be used for the sale or display of goods or services or for any public entertainment unless agreed with the school.
22. No alcoholic drinks shall be brought onto the accommodation except where the school agrees otherwise and where a licence has been obtained.
23. No film or video shall be shown in the accommodation or taken in the facilities without the Academy's prior consent.

Health and Safety

24. The hirer is responsible for the health and safety of everybody using the accommodation (**including first aid**) and must make itself aware of the fire precautions and procedures in existence.
25. Electrical apparatus shall not be brought onto the accommodation without the school's consent.
26. Animals, other than guide dogs, are not permitted on the school premises without the written prior consent of the school.
27. The hirer shall leave the accommodation in a clean and orderly state.
28. The disposal of any refuse arising from the use is the responsibility of the hirer.
29. All clubs hiring the facilities must have staff who have appropriate coaching certificates and are checked with the Disclosure and Barring Service if working with children under 18 or vulnerable adults, even if this is supervised
30. In relation to activities for children, the hirer must ensure that there are sufficient adults present to be in full control of the children throughout the whole period during which they are on the school site.
31. All clubs/organisations hiring the facilities must have the following policies in place:
 - a. Health and Safety
 - b. Quality Assurance
 - c. Child Protection (if working with Children)

Preservation of Order

32. The hirer should ensure that they do not cause a nuisance or annoyance to the occupiers of any neighbouring properties, surrounding areas or other users. Please ensure that when you are on the site you keep the amount of noise to a minimum and do not use inappropriate language. Any reported incidents will be investigated and this may result in the letting being cancelled without refund.

PART 7 HEALTH & SAFETY GUIDELINES FOR EVENING CLASSES AND HIRERS

SECURITY

- Access to the building must be via main entrance. Sports hall activities to enter via Sports Hall main entrance.
- During icy conditions access to the building and external facilities must be by the assigned designated route.
- The Hirer must know how many people are using the facility and take a register for evacuation purposes.
- Caretaker available either on site or by phone as required.

FIRE PROCEDURE

If you discover a fire:

- Operate the fire alarm
- Leave the building and go to the Fire assembly point – **if using the school building assembly point would be school yard, if using sports hall the assembly point would be school field.**
- Dial 999 and report the fire.

On hearing the fire bell (continuous ring):

- Leave the building at once by the nearest available exit.
- Close the door as you leave the building.
- Assemble at the Fire Assembly Point as mentioned above.
- Hirer to check the attendance register for their group.
- Do not disperse.
- Do not re-enter the building until instructed to do so by a member of staff or the fire service.

First Aid:

- Hirers should be able to administer First Aid if required.
- **First Aid box located in sports hall cupboard and school reception area (during school hours)**

EMERGENCY ACTION IN CASE OF ACCIDENT OR ILLNESS

- During office hours there will be use of the school phone. Out of school hours the Hirer should have access to a mobile device of their own in case of emergency or accident.
- **If needed make arrangements for an ambulance to be sent by dialling 999 –
Junior Site, Abbey Road, DL3 8NN
Infant Site Cleveland Terrace DL3 8JA.**
- Meet ambulance at main gate and direct to injured person.
- Ensure, if at all possible that the injured person is accompanied by an adult.
- Ensure that contact person is advised fully of the situation ASAP.
- Ensure that a full accident report is completed and a copy submitted to the school ASAP. Accident reports forms can be obtained from the school office.