

AHMAT Letting Contract

NAME:	
ADDRESS:	
POSTCODE:	
MOBILE:	
ROLE / OCCUPATION:	

Location (please tick):

Bisham ☐ Knowl Hill ☐ White Waltham ☐

The following accommodation (please tick):

Main Hall ☐ Classroom ☐ Field ☐

PLUS (where applicable) any additional equipment ie piano: Use of kitchen (inc urn & plastic glasses) & piano, toilets.

Please specify:			
FOR THE PURPOSE OF: (State purpose of Letting)			
ON (Insert Date (s)):			
FROM (Insert Times):		TO:	

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In accordance with the Ashley Hill Multi Academy Trust Lettings Policy, Standard Terms and Conditions and Hire Charges.

SIGNATURE OF HIRER : (where Hirer is an individual)	
OR AUTHORISED SIGNATORY: (where Hirer is a firm or company)	
POSITION:	
DATE:	

WITNESSED BY: (Signature)	
NAME OF WITNESS: (Block letters)	
ADDRESS OF WITNESS:	
POSTCODE:	
OCCUPATION:	

Contracts are not entered into with a club. If hiring is required on behalf of a club the contracting parties shall be Ashley Hill Multi Academy Trust and an officer of the Club and the Hirer shall be liable to Ashley Hill Multi Academy Trust for all debts that shall arise under this agreement.

If the Hirer is a firm, this Agreement must be signed by a partner of the firm. If the Hirer is a limited company, this Agreement must be signed by a director or the secretary of the company. This form is to be returned to Ashley Hill Multi Academy Trust (finance@ashleyhill.org) at least 7 days before the proposed date of the letting.

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STANDARD TERMS & CONDITIONS FOR LETTING AGREEMENT

1. The Hirer shall be responsible for the payment of the hire charge and any other charges agreed in respect of the hiring of the Premises and for the observance and performance in all respects of the terms and conditions on the part of the Hirer set out in this Letting Agreement.
2. If the Hirer fails to pay the hire charge or any part thereof, Ashley Hill Multi Academy Trust (*hereafter referred to as the Trust*) may pursue this as a debt and shall be entitled to charge interest on any amount outstanding after the date on which it has become due.
3. All applications for hire must be provisionally agreed with the Finance Office and will not be confirmed until this Agreement has been signed.
4. All charges are invoiced in advance of the activity and are payable within 14 days. Hire Charges for regular usage will be invoiced at the start of each month/term and are payable within 14 days.
5. The Hirer may be required to pay a deposit at the time of booking. The deposit may be applied in whole or in part to make good any damage, in accordance with clause 21. The deposit will be returned within 10 school days after the event subject to these Terms and Conditions being adhered to.
6. The Hirer's usage is not to the exclusion of the Trust's use of the Premises and the Trust may from time to time alter the area of the Premises which the Hirer has contracted to use. At least 48 hours' notice will be given to the Hirer when this occurs.
7. The Trust may at any time cancel, postpone or delay any booking. Should this become necessary, the Trust will reimburse the Hirer the total sum of any deposit or hire charge paid or payable. The Trust undertakes to give as much notice as possible in the event that a booking needs to be cancelled. The Trust will not accept liability for any loss arising from any such postponement or cancellation.
8. In the case of cancellation by the Hirer, any deposit made to secure a booking is non-refundable should the Hirer cancel or postpone. The Trust will work with the Hirer to move the booking to an alternative date/s where possible.
9. For regular Hirers three clear days' notice is required in the event of the need to cancel one booking. If due notice is not given then the Hirer will be required to pay the full hire charge.
10. For regular Hirers who wish to cancel a contract then one month's notice should be given. If no notice is given then the Trust will invoice for one month's hire charge in lieu of notice.
11. The Trust reserves the right to refuse to grant a hiring without giving a reason
12. The Trust shall resolve conflicting requests for the use of the Premises with priority at all times being given to the Trust.
13. Intoxicating liquor shall not be sold, supplied or consumed on the Trust Premises. The Premises hired shall not be used for any licensable activity under the Licensing Act 2003.
14. Smoking is not allowed anywhere on the School's Premises including outside spaces.

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15. The Hirer and/or his/her named representative or the responsible person(s) whose name(s) and address(s) must have been supplied to the Trust before the date of the hiring and must be in attendance at the Premises throughout the period of the hire. If the Hirer leaves the event before it finishes, a named representative must be nominated to remain until all the guests have left the School Premises.
16. A draft copy of any literature proposed, for distribution or using on a web site, by the Hirer which contains any reference to the Trust or school must be sent to the Trust for approval at least 10 days prior to distribution.
17. Neither the Trust nor their representatives shall be liable for any injury (including injury resulting in death) or damage to or loss of property whatsoever which shall or may occur to or be sustained by the Hirer, his/her assistants, servants or agents or others entering the property in the exercise or purported exercise of the hiring (except such injury or damage as may occur by reason of the neglect of the Trust or their representatives, servants or agents acting within the scope of their authority). The Hirer will indemnify and keep indemnified the Trust and/or its representatives and servants and agents from and against all claims and liability in respect of such injury or damage and all actions, proceedings, costs, damages and expenses in regard thereto and also from and against all other liability claims, demands, proceedings, costs, damages and expenses in respect of injury to persons whomsoever (including injury resulting in death) and damage to or loss of property whatsoever which may arise out of or in consequence of the exercise or purported exercise of the hiring (except as aforesaid).
18. The Trust shall not be responsible for:
 - any indirect or consequential damage arising from any breach of this agreement by the Trust;
 - any loss or damage to any article of any kind brought to or left on the Trust's Premises; or
 - any loss due to acts or omissions of third parties or for any loss due to equipment breakdown, failure of the electricity supply, leakage of water, flooding, terrorism, fire, government restriction, act of God, pandemic or any event which is beyond the Trust's control which may cause the Premises to be temporarily closed or the hiring to be interrupted or cancelled.
19. The Trust will not be held responsible for the loss, damage or theft of any cars or other vehicles parked on its Premises.
20. The Hirer will keep the Trust and its officers, servants and agents fully indemnified from and against all losses or damages incurred by the Trust or any claims made against the Trust (including legal fees) as a consequence of the Hirer's hiring of the Premises.
21. The Hirer must immediately inform the Trust should any matter arise which impinges upon the security or health and safety of people present on the Trust's Premises. Hirers must comply with all relevant Health and Safety legislation in force from time to time and any regulations imposed by the Trust from time to time for the safety and security of the Premises and all those using the Premises.
22. The Hirer shall not infringe any subsisting copyright or performing right, and hereby indemnifies the Trust against all sums of money which the Trust may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire.
23. In the event of any damage, the Trust will need to make it good and the Hirer, by the acceptance of these Terms and Conditions, will thereby be deemed to have undertaken to pay the cost of such reparation as certified by or on behalf of the Trust.
24. Members of the Trust reserve to themselves and their officials the right to enter the Premises hired at all times on producing evidence of their identity. Stewards (if used) should be advised of this condition accordingly by the Hirer.

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25. It will be the responsibility of the Hirer to ensure that the Premises are secure during the hire period and to ensure that the Premises is left secure at the end of the hire.
26. The Hirer shall ensure that events are properly supervised, with sufficient stewards if so required. Suitably qualified instructors must be used where appropriate to the activity e.g. sporting or dance activities. The Hirer must ensure that risks associated with activities are properly controlled during the Hire Period. The Trust is not responsible for undertaking risk assessments for the Hirer's activities. The Trust reserves the right to terminate this agreement if the Hirer fails to ensure suitable arrangements are in place for safeguarding children and/or vulnerable adults. The Hirer must provide a risk assessment to the Trust prior to the letting. This risk assessments should be updated regularly or when relevant changes occur.
27. The Hirer must ensure that any noise or music played does not interfere with other activities within the Trust and cannot be heard from any neighbouring houses. Any request to turn the music down by any member of the Trust or any other authorised person must be adhered to. The Hirer should ask its guests to leave the School Premises quietly to avoid disturbing its neighbours. All emergency exits and vehicular exits are to be kept clear at all times.
28. No blue tak, nails, tacks, screws etc. shall be fixed to any of the walls, floors, ceilings, furniture or fittings. Decorations must only be fixed into place with a method approved of by the Trust and should be removed at the end of the letting.
29. Any setting up and clearing out in the facilities must be carried out within the hire period unless otherwise agreed with the Trust in writing before the event.
30. The Hirer is responsible for clearing away any rubbish from the hired facilities and leaving the Premises clean and tidy. Any failure to do so may lead to a delay in the return of the deposit.
31. The Hirer shall ensure that caterers, contractors and others supplying or serving refreshments, or providing decorations etc. comply with all current legislation relating to food hygiene, health, welfare and safety matters and remove from the Trust Premises all their articles, property refuse, decorations, sets, props, equipment and other items by end of the hire period and shall observe and carry out any instructions which may be given to him/her in this regard. Any items left behind will be stored at the Hirer's expense. The Trust reserves the right to dispose of any items left in the Premises at the end of the hire period but will make reasonable efforts to notify the Hirer before doing so.
32. The Trust accepts no responsibility whatsoever for the loss of personal property brought into or left in the Premises during the hire period.
33. The Hirer is responsible for any damage caused by any act or neglect of the Hirer or anyone who the Hirer allows onto the Premises.
34. The Hirer will be responsible for the proper use of fixtures and fittings and must take reasonable steps to ensure that there is no damage to the fixtures, fittings, school equipment or Premises including the grounds.
35. Lettings must not exceed the maximum criteria of people for the Premises and the Hirer shall ensure that the number of people admitted for the activity does not exceed the maximum number stated in the Booking Form. The Hirer must ensure that no unauthorised entry is made to the School Premises during the hire period.
36. The Trust reserves the right to ask the Hirer to keep a register of those attending the Trust's Premises as a result of the hiring of the Premises.

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37. The Trust furniture shall not be moved except by prior arrangement.
38. The Hirer shall ensure that no act is done on the Premises, during his/her use of the Premises, which contravenes the Equality Act 2010 and shall not discriminate against any individual or group in any activity taking place at the Trust.
39. The Hirer may make reasonable use of the Trust's toilet facilities.
40. Any alteration or addition to the electrical lighting or heating systems is strictly forbidden,
41. All mains powered electrical equipment brought on to the Premises by the Hirer must be safe and in good condition. Evidence of valid inspection certificates will be required.
42. The use of portable cooking stoves of any description is strictly prohibited.
43. If any stage lighting, spotlights, screen or sound equipment are required, it is to be clearly stated on the application form. An extra charge may be made for this service and any operation of such equipment shall be carried out by a competent person named and approved by the Trust in advance. Evidence of valid inspection certificates will be required.
44. Arrangements for parking on the school Premises to be notified to the Hirer when the application is accepted. Cars shall not be parked so as to cause an obstruction at the entrance to, or exits from, the school. In particular, the Hirer must ensure that access to the school by emergency vehicles is not obstructed or delayed. Where parking accommodation is available, this must be used, and users of the school should avoid undue noise on arrival and departure. Speed limits should be adhered to and care taken when manoeuvring on site.
45. No advertisements, emblems or slogans shall be displayed outside the school Premises without the prior written permission of the Trust. The Hirer shall remove from inside the Premises any advertisements, emblem or slogan if, in the opinion of the Trust, is unlawful, unseemly or likely to lead to a disturbance or expose the Premises to undue risk of fire.
46. The Hirer must not bring on to the Premises anything which may endanger the Trust Premises, its users or which may adversely affect any insurance policies. The Hirer will comply with any regulations of the Trust's insurers, notified to the Hirer by the School if requested.
47. It is the duty and responsibility of the Hirer, or his/her representative, to be aware of the evacuation procedures of the Premises in the event of an emergency. Those procedures will be enclosed with these Terms and Conditions of Hire and/or are prominently displayed in the Trust. It is also the duty of the Hirer to ensure that these emergency procedures are brought to the attention of all people, both participants and spectators, as part of the Hirer's general responsibility for the Health and Safety of everyone present on the site arising as a result of the hiring of the Premises.
48. The Hirer is strongly advised to appoint fire marshals to assist in the evacuation of the Premises and the checking of attendance registers to ensure everyone is accounted for. The Hirer is responsible for keeping passages and fire exits clear. During the hire period it is the responsibility of the Hirer to ensure safe evacuation of the Premises via the nearest fire exit. In the event of fire, the Hirer shall call the emergency services.
49. The Hirer shall have person(s) qualified in the use of any Safety Equipment such as fire extinguishers, fire blankets etc. The Hirer will ensure that none of the Safety Equipment is misused. Should any damage be caused to the Safety Equipment then the Hirer will be responsible for the cost of replacement the item(s) damaged.

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50. Suitable organised supervision must be maintained of all people engaged in or associated with the activity e.g. young children require continuous supervision in the changing areas and corridors to avoid possible unruly behaviour. The Hirer must ensure that a qualified person or persons are available on site, commensurate with the risks of the activity pursued, to administer first aid if necessary. The Trust takes no responsibility for the provision of first aid during the hire period.
51. Any organisation submitting a lettings request for an activity involving children and/or young people under 18 years of age must submit to the Trust a signed copy of their current child protection policy which must be compliant with current legislation. Where appropriate, the Hirer warrants that it has obtained all relevant Disclosure and Barring Service ('DBS') checks for individuals connected with the activity to be carried out by the Hirer before the start of the hire period. The Trust reserves the right to cancel or delay the booking if the Hirer fails to provide DBS checks to the Trust's satisfaction before the start of the hire period.
52. The Trust reserves the right to prevent any individual from entering onto the school site.
53. The wearing of footwear which might cause damage to floors is not permitted.
54. No animals other than guide dogs are permitted on the Premises.
55. When using the main hall:
 - No markings can be applied to the floor;
 - All equipment must be put away;
56. The Hirer shall not sub-let, share or assign any part of the Premises and shall not use it for any other purpose than that for which it has been hired.
57. The Hirer agrees to comply with all laws, statutes, regulations and notices and consents pertaining to its event or the use of the Trust Premises.
58. The land (including any building or structure therein) is made available in its existing state and condition and neither the Trust nor their representatives warrant or represent that it is safe and suitable for the holding of the function or for the admission of the public. The Hirer shall not publish or say anything tending to lead any person to believe otherwise.
59. Hire of Premises relates to the area of the building/grounds that has been booked for hire. Other areas of the Trust are not to be used. A hiring is the non-exclusive use of the area of the building/grounds in question and may be subject to change by the Trust. No legal or equitable estate or interest is granted or implied by any hiring the subject of these Terms and Conditions of Hire.
60. The Trust reserves the right to ask the Hirer to obtain public liability insurance with a minimum indemnity of £5 million (or any other amount agreed with the Trust) to cover legal liability for incidents resulting in injuries to persons and/or damage or loss of property arising out of the hiring of the Trust Premises and to produce evidence of the insurance to the Finance Office before the hiring commences.
61. If the Hirer does not have public liability insurance in respect of the insurance conditions in point 60, a premium of 10.5% based upon the hire charge will be invoiced. **Where this charge is levied, the Hirer should note that there is a £250 excess.** Political meetings, professional entertainment promotions and commercial ventures are excluded from this cover.
62. The Hirer must not use the facilities for any unlawful or immoral purpose.



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63. The Hirer shall not use the Premises or permit them to be used for gaming or wagering.
64. Copyright for played music consent may be obtained from PRS for Music (www.prsformusic.com). For printed music the appropriate licences must be obtained. This is not an exhaustive list and copyright will depend on the activity and the source materials used.
65. If the Hirer commits a breach during the hiring of any of the conditions attaching to any such licence, or of any other conditions, including these Letting Agreement Terms and Conditions then, without prejudice to the right of the Trust, acting by itself or through any other appropriate body on its behalf, to enforce any liabilities already incurred by the Hirer under these conditions, the Trust reserves the right themselves or acting as aforesaid to immediately terminate the hiring, if still continuing and to retain all sums paid by the Hirer and to refuse to grant any further application from him/her for the hire of Trust Premises.
66. References to the Trust in these Terms and Conditions shall include references to its representatives (including employees of the Trust) where appropriate.
67. The Trust reserves the right to amend these Terms and Conditions at any time on reasonable notice to the Hirer.
68. The Hirer is not permitted to cut additional keys to any part of the Trust site, both within the building or its perimeter. If keys have been given as part of the hire then they should be returned to the Finance Office at the end of the hire.

01/05/2024