

Letting agreement

This document must only be used as a licence to allow a third party to share occupation. No lease may be granted of any premises without the prior approval of the Group Board.

This agreement requires the signature of both parties and is binding on both parties as per the terms below.

UNITED LEARNING (in relation to this document only) shall mean United Learning Trust United Church School Trust and United Church School Foundation and shall include any person, any holding company or subsidiary of that person or any subsidiary of such holding company or any parent undertaking or related company properly authorised by United Learning and “parent undertaking” and “holding company” and “subsidiary” shall have the meaning given to them in sections 1159 and 1162 of the Companies Act 2006

The entity licensing the occupation of the property, or a part thereof is known as the Licensor. The entity requiring the use of the property, or a part thereof is known as the Licensee.

THIS AGREEMENT is made *valid from*

BETWEEN:

United Learning: (“the **Licensor**”)

And (“**The Licensee**”) in the name of

NOW IT IS HEREBY AGREED as follows:

Licence Fee: £ per annum payable monthly in advance

Licence Period:



Termination Date day of 20... or sooner if this Licence is determined by either party before that date

Permitted Use.....Use for the purpose of

The Property:

Days of Occupation:

Times of Occupation:

School Management:

Termination Date:or sooner if this Licence is determined by either party before that date to be in breach with a notice of two months. To be reviewed after clearing all payments if you wish to extend booking or change arrangements set out in this license agreement.

Permitted space/facilities:

.....

Activity/Use:

.....

School Management:

The Licensee covenants and agrees with the Licensor as follows:

The Licensee:

- Will pay the Licence fee and all other sums due including interest and VAT if applicable prior to actual letting event.
- Will respect the booking hours, entering and evacuating the building within the agreed and booked hours mentioned above. Any breach of booking hours will entail extra charges, and once repetitive this may lead to immediate termination of contract.
- Will not damage the Property and keep the interior and exterior of the property clean and tidy.



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- Will remedy any breaches of this agreement brought to their attention by the Licensor, or which they ought reasonably to be aware of, including making good any damage to the Property or its fixtures and fittings, as soon as is reasonably practicable, and will repay the Licensor on demand for all outgoings, if the Licensor has to make good the damage.
- Will not commit acts of waste nor erect any structures or alter the Property in any way.
- Will not attach or display signs externally or internally without the permission of the Licensor unless requested by the Licensor e.g. the Licensor may require signs to be displayed in terms of health and safety.
- Will inform the Licensor of anything which may endanger or adversely affect Health and Safety.
- Will put in place, and, prior to occupying the Property, supply evidence of, proper insurance covering its activities and the Permitted Use of the Property.
- Will provide Risk Assessment for the event (including Covid-19 prevention measures)
- Will use the Property only for the Permitted Use and will not use the property for any illegal or immoral purpose and shall indemnify the Licensor against any actions costs claims losses or liabilities arising out any breach by the Licensee of this agreement.
- Will not create a nuisance to the Licensor or to any owner or occupier of a neighbouring property.
- Will only use the Property on the Days of Occupation and Times of Occupation specified above.
- Will not allow access to, share occupation with, sublet to, or charge, the whole or any part of the Property to any other party.
- Will not obstruct lights or windows.
- Will be liable to pay for/obtain (with the Licensor's permission) any additional licenses, including planning approval , which may be required for their activities and the Permitted Use
- Will indemnify the Licensor against all liabilities which may arise in terms of the Licensee's activities and the Permitted Use.
- Will observe all school regulations applicable.
- Will comply in all respects with Schedule 1 below and shall ensure the safeguarding at all times of the interests of children and vulnerable adults.
- Will ensure that any visitors or employee acts in accordance with school management policies and security arrangements defined by the school.
- Will supply on request a written list of all employees or other person who will be attending or are likely to attend and require access to the Property.
- Will use only such access ways and car parking as the Licensor shall advise in writing.
- Will vacate the Property on the Termination Date and remove all its chattels and equipment and shall return all keys.



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The Licensor:

- Will ensure that the Property is insured for loss or damage.
- Is able to terminate this agreement at any time subject to reasonable notice and will refund any payments made in advance of the remaining days and times unless any damage or liability has occurred which has not been made good by the Licensee.
- Reserves the right to refuse admission to any visitor or anyone employed by the Licensee without any reason being given for that refusal. Any decision by the school to refuse admission is final and conclusive.

Re-Entry

Where there is a breach by the Licensee of this Licence and the Licensor has served written notice specifying such breach and the remedial action required by the Licensee and if within a reasonable period (taking account of the breach complained of) the Licensee in the proper opinion of the Licensor has not taken steps to remedy such breach or the Licensee enters into any form of liquidation receivership administration or voluntary arrangements (or in the proper opinion of the Licensor is likely to do so in the next 6 months) then it is lawful for the Licensor at any time afterwards to determine this Licence and exclude the Licensee whereupon this Licence absolutely determines without prejudice to any right of action of the Licensor in respect of any breach of the Licensee's obligations contained in this Licence

Governance

This Licence is governed by English law and the parties agree to the exclusive jurisdiction of the High Court of Justice in England.

Signed on behalf of United Learning: (Licensor)



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Print Name

On behalf of

(Licensee)

Signed

Print Name

Date

Schedule 1 – Safeguarding

Staff

1.1 The Licensee shall procure that, in so far as the law allows, in respect of all staff or persons at the Property through their express or implied authority:

- (a) if the Licensee has any employee/employer or similar relationship with any individual at the Property the results are obtained of a check of the most extensive available kind made with the Disclosing and Barring Service in respect of each such person; and
- (b) each person is questioned as to whether he or she has any criminal convictions or an ASBO;

to the extent permitted by relevant legislation a copy of the results of such check as are referred to be notified to the School Management in an appropriate manner. The information on any employee / employer who has been subject to DBS and other relevant checks will be added to the school's Single Central Register.

1.2 The Licensee shall procure that no inappropriate person who appears on any list following the results of a safeguarding check shall be employed or engaged in activities at the Property

1.3 The Licensee shall procure that no person who discloses any criminal conviction or ASBO is employed or engaged without the School Management's prior written consent.

1.4 In so far as is permitted by law, the Licensee shall maintain up to date details, and shall notify the School Management within 20 days of any change to the details, of any member of staff or employee of any person who is at the School with their express or implied authority who;

(a) is engaged or involved in the carrying out of the Permitted Use; and /or



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(b) subsequent to his/her commencement of employment or similar receives a criminal conviction or ASBO which becomes known to the Licensee;

- 1.5 Insofar as the law allows if in the event that any member of staff or employee or anyone at the School with the Licensee's express or implied authority receives a criminal conviction or ASBO, the Licensee shall procure that such member of staff or employee or person at the School with the express or implied authority of the Licensee is immediately removed from the School and shall cease to be engaged in the work involving children and/or vulnerable adults.

Conduct of Staff and Visitors

- 1.6 Whilst engaged at or visiting the School the Licensee shall and shall procure that any employee member of staff or anyone at the School with the express or implied authority of the Licensee shall comply with the School Management's policies relating to the conduct of visitors' staff and security arrangements.
- 1.7 The School Management (acting reasonably) may instruct the Licensee where the School Management has reasonable grounds for considering that the presence or conduct of an employee or visitor at any location within the School is undesirable, require the exclusion of the relevant employee or visitor from the relevant location(s).
- 1.8 The decision of the School Management on whether any person is to be requested to leave the School or refused admission to a School shall be final and conclusive and the School Management shall not be obliged to give reasons for its decision.

Admission to the Site

- 1.9 The Licensee shall upon request provide the School Management with a written list of the names and addresses of all employees or other persons who it expects may require admission to the School in connection with the Licensee's user thereat, specifying the capacities in which those employees or other persons are concerned with their user and giving such other particulars as the School Management may require.
- 1.10 The Licensee shall update this information upon request.

Refusal of Admission

- 1.11 The School Management reserves the right to refuse to admit to the Site any visitor of or person employed or engaged by the Licensee, whose admission would, in the opinion of the School Management, present a risk to themselves or any person at the School or property at the School, and the School Management shall not be obliged to give any reasons for such refusal.



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Decision to Refuse Admission

- 1.12 The decision of the School Management as to whether any person is to be refused admission to the School shall be final and conclusive.

Children/Vulnerable Adults

- 1.13 In carrying out all and any of its services and/or functions the Licensee shall adhere, and undertakes to ensure its staff and visitors shall adhere, to best practice in relation to Health and Safety, bearing always in mind the fact that this Licence relates to a School usually occupied by Children and/or Vulnerable Adults



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