



Lettings Policy

Policy Creation & Review

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Next Review Date	February 2024

Ellen Wilkinson Primary School

LETTINGS POLICY

1. Aims and scope

The Governing Body recognises the role of the school within the community and welcomes the use of the School's premises for a variety of community and leisure purposes.

We aim to:

- ☐ Make sure the school's premises and facilities can be used, where appropriate, to support community or commercial organisations
- ☐ Allow the hiring of the premises without using the school's delegated budget to subsidise this
- ☐ Charge for the use of the premises to cover the costs of hire, and where appropriate, raise additional funds for the school
- ☐ Not let any hiring out of the premises interfere with the school's primary purpose of providing education to its pupils
- ☐ Hire out facilities in a way that is safe, following government guidelines and the school's risk assessment(s)

2. Categories of Lettings

The use of the school premises is divided into the following three categories:

- a) Community and Leisure Learning (e.g. scouts, additional learning)
- b) Private (e.g. Wedding Receptions)
- c) Commercial

3. Areas available for hire

The school will permit the hire of the following areas:

- ☐ Hall
- ☐ Studio
- ☐ Library
- ☐ Classrooms
- ☐ Playground (including field)
- ☐ Areas e.g Emerald/Topaz

4. Charging rates and principles

4.1 Rates

The Governing Body reserves the right to make a charge for the use of the school premises. Charges vary according to the length of the session, amount of space & facilities needed and the days required (for example weekends would have additional charges). Please contact the Finance & Facilities Manager to receive a quote for your specific needs.

4.2 Cancellations

- ☐ The school must be notified of any cancellation at least 4 weeks prior to the date of the letting. However, notification at the earliest possible time is appreciated.
- ☐ Where notification is given to the school at least 4 weeks prior to the date of the letting, the booking charge will be refunded in full apart from the set administration charge. Your custom will be welcomed again at any time in the future.
- ☐ Where notification is given to the school between 2-4 weeks prior to the arranged date of the letting, the hirer will be entitled to a 50% refund only. Paying in arrears?
- ☐ Where notification of cancellation is given less than 2 weeks prior to the arranged date of the letting, the hirer will not be entitled to any refund.
- ☐ Where a cancellation is made by the Governing Body of the school, the hirer will be entitled to a full refund. The Governing Body will endeavour to notify the hirer at the earliest possible moment, however, no guaranteed period of notice can be offered. Regardless of when notification is given to the hirer, the hirer will not be entitled to any compensation.

Please note:

The above conditions apply for cancellation of total or part of a booking.

Where the Hirer makes a permanent cancellation during the course of a letting agreement, the Hirer will receive a refund for any outstanding sessions but no compensation will be available. The administration charge will still

stand.

4.3 Review

The revenue raised from hiring out will be reviewed by the Headteacher in conjunction with the Finance & Facilities Manager & the Premises Manager and will be fed into the school's financial reporting, to ensure best value is being achieved.

4.4 VAT

VAT is normally chargeable only on lettings of sports facilities (a concession may be available from H.M. Revenue & Customs if certain conditions are met).

4.5 Booking Times

There will be no access to the premises before the commencement of the period. Hirers must allow sufficient time for preparation before the event when booking the time of the lettings

Hirers must have left the premises by the end of the booked period. Sufficient time must be included to allow for clearing away and for all participants to leave the premises by the end of the booked period.

Availability of premise is negotiable. Please contact the school to find out the current hours of access.

5. Application Procedures

- a) An Expression of Interest form needs to be completed and returned to the school detailing your requirements. These are available from the main office.
- b) All applications will be considered on their own merits, taking into consideration the suitability of the activity.
- c) Based on this information we will contact you to confirm we can meet your request and what the cost of this will be
- d) You will be then invited to complete and return the following
 - an Application form (which includes information about the hirer, the activities to be undertaken, health and safety, safeguarding)
 - a payment mandate form
 - documents such as policies to support your application
- e) The person signing the application form will be considered to be the Hirer. The Hirer will be required to return the completed booking form to the school before a booking can be accepted. The booking acceptance will be confirmed by the return of the top copy of the booking form to the Hirer with the school's authorisation section completed.
- f) The Governing Body reserves the right to:
 - refuse applications without giving a reason
 - have a representative present at any function
 - terminate any activity if it is not properly conducted or is as disclosed in the application form
- g) Letting fees are reviewed annually by the Governing Body. When the letting has been confirmed, payment must be made to the school, prior to the use of the premises. In the case of a regular booking, payment will be required at the start of each month in advance for that month, i.e 4/5x payments in advance?
- h) Agreements for use of the premises will be updated annually

6. Safeguarding

The school is dedicated to ensuring the safeguarding of its pupils at all times. It is a requirement of hire that hirers abide by the schools' requirements in respect of safeguarding. Any failure from the hirer in this respect will result in the hire being terminated immediately.

As part of this commitment to safeguarding we expect any hirers to have due consideration and follow the DFE safeguarding guidance for providers of after-school clubs, community activities, and tuition. [After-school clubs, community activities, and tuition - Safeguarding guidance for providers - GOV.UK](#)

It is the responsibility of the Hirers to ensure that these safeguarding measures are in place whilst hiring out our premises. If there is a chance that those hiring the premises will come into contact with children, for example, if the hire occurs during school hours, or when children may be present in the school (during after-school clubs or extra-curricular activities) then we will ask for confirmation that the Hirers have had the appropriate level of DBS check.

The Hirer will be required to have appropriate safeguarding policies in place, including safeguarding and child protection, and shall provide copies of these policies on request to the school.

The Hirer confirms that, should any safeguarding concerns present themselves during the letting of the school premises, they shall contact Sue Ferguson (Headteacher) as soon as reasonably practicable.

7. Monitoring arrangements

We will review and update this policy at least once annually or when the guidance on which it is based changes or when this version of the policy otherwise stops being applicable. This responsibility has been delegated to the Finance Committee. Any updates to this policy will be shared with all parties.

CONDITIONS OF USAGE

The following terms and conditions must be adhered to in the hiring of the school premises. Any breach of these terms will result in cancellation of future hires without refund.

1. Any movement of furniture required must be undertaken by the hirer under the direction of the school representative/caretaking staff of the school. No furniture or apparatus is to be used without prior permission.
2. The authorised hirer is responsible for those attending the function and in particular for leaving the site in a quiet and orderly fashion by the time stated in the booking agreement.
3. Where car parking is required, the hirer must undertake the proper stewarding and control of the parking area in collaboration with the police where necessary. The hirer must maintain safe entry and exit from the premises and provide and maintain clear access for emergency vehicles and service vehicles.
4. No alcoholic drinks may be consumed or brought onto the premises unless written permission has been applied for and received from the Governing Body. No alcoholic drinks may be sold without a magistrate's licence, and this must be shown in advance to the Governing Body. Safety regulations require that no alcoholic drinks are stored or consumed in the kitchen area.
5. The hirer is responsible for the protection of the premises from damage and for the good behaviour of all associated users, and ensuring that alcoholic drinks, where permitted, are consumed in moderation when brought onto the premise for a function.
6. The hirer is responsible for ensuring that all areas are left clean and tidy as found. This includes all outside areas as well as indoor areas. If this is not found to be the case the hirer will be charged a penalty sum to cover costs of any repairs or cleaning required.
7. No school staff are permitted to accept hospitality gifts, either cash or in kind, at any time. We request that no gifts of this nature are offered.
8. The school's No Smoking Policy must be adhered to at all times (this includes Vapes)
9. Bookings can only be accepted when a school representative/caretaking staff of the school are available to undertake the additional duty.
10. The hirer shall have public liability insurance with an appropriate minimum indemnity, and shall agree to indemnify the school against any claim other than that arising out of the negligence of the school. The Hirer shall produce evidence of insurance prior to the event.
11. The hirer will adhere to all aspects of the lettings policy at all times through the procedure of applying for and accepting a let on our premises.
12. All children will be supervised at all times by their carers except where children are attending an organised group or care scheme. Where the latter applies, the group/care scheme will adhere to all regulations set out in the Children Act 1989, including those of registration with the relevant registering body.
13. The hirer's signature on the application form confirms his/her agreement of the above conditions of booking and all other aspects of our school Lettings Policy. Move to end
14. The hirer will adhere to all Health and Safety requirements as required by the school.
15. No stiletto heels or similar objects are allowed in the gym/hall area.
16. No food or drink is allowed in any area except designated social areas Define these unless prior written permission has been granted.

Appendix 1 - Conditions of Booking

CONDITIONS OF BOOKING

The use of our school premises is permitted by the Governing Body on the understanding that the following rules are adhered to at all times.

1. "Hirer" means the person or entity identified in the relevant hire request form.
2. The hirer shall pay the full amount as stipulated by the school, and shall not be entitled to set off any amount owing to the school against any liability, whether past or future, of the school to the licensee.
3. The hirer shall occupy the part(s) of the premises agreed upon as a non-exclusive licensee and no relationship of landlord and tenant is created between the hirer and the school by this licence.
4. The hirer shall not sub-licence any of the premises under the licence.
5. The hirer shall not use the premises for any purpose other than that agreed upon in the licence, as set out in the hire request form.
6. Any additional uses of the premises not agreed in writing by the school will result in the immediate termination of the licence.
7. The school shall retain control, possession and management of the premises and the hirer has no right to exclude the school from the premises.
8. The hirer shall be responsible for all matters relating to health and safety and shall be responsible for those in attendance during the specified time.
9. The hirer must take out its own public liability insurance with a reputable insurer approved by the school and, where requested by the school, shall provide a copy of the relevant insurance certificate before the start date of the licence.
10. The hirer shall not conduct, nor permit or suffer any other person to conduct, any illegal or immoral act on the premises, nor any act that may invalidate any insurance policy taken out by the school in relation to the premises.
11. The hirer shall indemnify and keep indemnified the school from and against:
 - a. Any damage to the premises or school equipment;
 - b. Any claim by any third party against the school; and
 - c. All losses, claims, demands, fines, expenses, costs (including legal costs) and liabilities, arising directly or indirectly out of any breach by the hirer of the licence or any act or omission of the hirer or any person allowed by the hirer to enter the premises
12. Save that nothing in the licence shall exclude or limit either party's liability for personal injury or death arising from the negligence of either party or any other liability that cannot be excluded by law, the school shall not be responsible for any losses of a direct or indirect nature, and its maximum liability to the hirer shall not exceed the total fees paid or to be paid to the school by the hirer under the licence.
13. Any cancellations by the school must be made in line with section 4 - Charging rates and principles
14. Any cancellations by the hirer must be made in line with section 4 - Charging rates and principles
15. The hirer will have read the emergency evacuation procedures and be ready to follow them in the event of a fire or other similar emergency.
16. The hirer will leave the premises in the condition it was found in, leaving the area clean and tidy and not leaving any of their own equipment behind.
17. The hirer shall not display any advertisement, signage, banners, posters or other such notices on the premises (or its boundaries - such as fencing) without prior written agreement from the school. Google maps? This includes but is not limited to signposting on Google maps and other digital domains.
18. If the hirer breaches any of the terms and conditions, the school reserves the right to terminate the licence and retain any fees already paid to the school, without affecting any other right or remedy available to the school under the licence or otherwise.
19. The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.
20. The hirer will acquire all appropriate additional licences for any activities they are running, including those required for use of any third party intellectual property.
21. If a hirer is uncertain as to the application of any of the licensing regulations, he/she should obtain further information from the Licensing Officer of Newham Council. (A hirer who is organising events for children must have regard for the requirements of The Children Act 1989, and must either accept the School's Child Protection safeguarding? Policy or provide a suitable and documented policy of their own.
22. The hirer is responsible for carrying out any risk assessments of the premises relating to the activities it is running, these risk assessments must be shared with the school.
23. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.
24. The Governing Body will not accept responsibility for any loss of or damage to any property owned by any

person using the premises during the period of the letting. Any property brought onto the premises is at the sole risk of the owner.

25. The hirer shall indemnify and keep indemnified the respective bodies and persons from and against all loss and damage which the Council, School or the Governing Body or any property belonging to or under the control of the Council, the School or the Governing Body, may sustain or incur by reason of the permission to use the premises or otherwise arising out of or in connection with such user, including cost of replacement and reinstatement and the damage to the property of, or the bodily injury or death of any person or persons.
26. The Governing Body will not accept responsibility for any loss of or damage to any property owned by any person using the premises during the period of the letting. Property shall be brought on to the premises at the sole risk of the owner.
27. The hirer is responsible for ensuring that they are acquainted with, and ensuring all users are aware of, the school's fire precautions, evacuation drills and arrangements. The hirer should undertake and complete a fire drill at least once per year. In addition, the hirer must make sure that all users are aware that they are solely responsible for the security of their personal property, and should put a sign up to this effect. If tickets are issued for any event, this statement should also be printed on the ticket.
28. The hirer is responsible for informing the Governing Body, of any person sustaining injury or loss on the school premises during the period of the lettings. This information must be presented in writing to the Governing Body within 24 hours of the event. Any further information required by the Governing Body must be made available on request.
29. The requirements of the school Governing Body on or in connection with the issue of licences for public dancing, music or any public entertainment must be strictly fulfilled. As those licences lay down stringent regulations, the hirer must study the regulations of the Local Education Authority on the issue of licences for such purposes. A copy of the regulations and requirements can be obtained on application to the Local Education Authority or the Governing Body.
 - a. No intoxicating liquor shall be brought or consumed on school premises or any part thereof except where approved by the Governing Body.
 - b. No musical works in the repertoire of the Performing Right Society may be performed in public on the premises except on payment to the Society of the appropriate fee.
 - c. No lecture, play, opera, dramatic or musical or other work in which a copyright subsists shall be delivered or performed on the premises unless the consent of the owner of the copyright has been previously obtained by the hirer and all necessary fees paid. No performance of any gramophone or other record in which any copyright subsists shall be given on the premises unless the previous consent of the Phonographic Performance Ltd., or other owner of the copyright has been obtained by the hirer and all necessary fees paid. The hirer must make his/her own inquiries as to the existence of any such copyright as aforesaid. Proof of permission to use the piece of work may be required by the Governing Body of the school at the time of booking.
 - d. The hirer shall indemnify and keep indemnified the Head Teacher and the Governing Body from and against all costs, claims and demands which may be made against the Head Teacher or the Governing Body for any breach or infringement of copyright.
30. The Head Teacher or the Governing Body may cancel any permission granted to use the premises:-
 - a. If it should appear that the same or any part thereof will be required for public or official purposes whether of the Head Teacher or Governing Body or otherwise or by any Body or person having a statutory right of user.
 - b. If any damage has been caused to the premises or to any property of the School thereon by reason of any previous use of the premises by the person or body now wishing to use the premises.
 - c. If breaches of the requirements of the Council's licensing conditions or of the Justices in connection with public dancing, music or other public entertainment occur.
 - d. If, for any reason, the Head Teacher or the Governing Body deem it necessary or expedient to cancel the licence or permit.
 - e. If, for any reason, the school is closed, no compensation shall be payable by the Head Teacher or the Governing body, to the hirer or any other person by reason of any such cancellation. Any fees paid to the Governing Body in respect of a permit which is subsequently cancelled by the Head Teacher or the Governing Body will be refunded unless the cancellation is by reason of damage having been caused.
 - f. If it is felt that the premises are being used by extremist groups to propagate beliefs which could potentially undermine community resilience and social cohesion in the borough.
31. No person under the age of 16 years is permitted on the premises without adequate adult care and supervision.
32. The right of access to all parts of the school premises whether or not included in the permission for use is reserved to the Head Teacher, or any officer authorised by them or any of them and the hirer shall not obstruct or interfere with this right.
33. It is the responsibility of the hirer to ensure that any electrical equipment brought into the school premises has been subject to a Portable Appliance Test (PAT) by a competent individual, and if required they can provide a valid test certificate. The Head Teacher, or any officer authorised by them, reserves the right to prevent the use of any equipment for which such a certificate is not available. The school shall at its discretion offer PAT for the hirers equipment at a nominal fee to cover costs.
34. Furniture, including chairs, must not be removed from the school premises or taken for use either on the playing field or playground or in any other building outside the school unless prior permission has been applied for and granted by the school.
35. The school's lettings policy, the relevant hire request form submitted by the hirer and the relevant hire confirmation letter issued by the school shall apply to and are incorporated in the licence.
36. This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.
37. The school and the hirer irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising from this licence.

EXPRESSION OF INTEREST FORM FOR THE USE OF ELLEN WILKINSON PRIMARY SCHOOL PREMISES

This form is to be completed by the person responsible, who will act on behalf of the hirer. It is understood that this person will be responsible for the payment of all charges relating to this booking and will ensure that all aspects of our lettings policy are adhered to at all times.

Before filling out a request form, please familiarise yourself with our terms and conditions for the hire of our premises and our rates of hire upon enquiry, which you can find in sections 2 and 5 of this policy. If you have any questions, please contact the Finance & Facilities Manager and/or Premises Manager on 0207 511 9414.

Context Information

Name of applicant/organisation <i>(including company number where applicable)</i>	
Contact details	Address: Telephone number: Email address:
Preferred method of contact	
Purpose/activity of organisation	
Estimated number of people to be present at each event (please state the maximum)	
Estimated number of children under 8 years of age who are to be present	
Confirmation / details of the safeguarding and child protection arrangements you have in place	
Equipment that you will require from the school <i>(please note we may not always be able to provide this, but will inform you where this is / is not possible)</i>	
Additional equipment that you will be providing yourself <i>(please note no electrical items can be used unless PAT tested annually - please speak to the school if you need assistance with this)</i>	
Public liability details <i>(Please provide details of your insurer and confirm you have a current Public Liability certificate that you can present to the school)</i>	

Booking Request Details

Space required	Proposed Start Date	Times		Recurrence details (if applicable)
		From	To	

I understand that by submitting this expression of interest form and by signing below, that I agree to the terms and conditions set out in the school's lettings and premises hire policy.

Name _____ Date _____

Signature _____

Please return this form via email to premises@ellenwilkinson.newham.sch.uk or to the main school office.

We will be in touch to inform you if your application is successful - usually within 5 business days, and if so, details of the full cost and documents that you will need to share.

Appendix 3a - Confirmation of lettings template letter

Dear

Thank you for submitting your hire request form to us.

We are pleased to confirm that the area you have requested is available on the date(s) and time(s) of your request and we are able to grant a non-exclusive licence to you to use the area for the purpose set out in your request form, subject to the terms and conditions as set out in our lettings policy.

Based on the length of time and area requested, the full amount for the hire will be **insert amount**. Please see the attached payment mandate form for details of how payment needs to be made and by which dates.

In order to process your request please now complete the attached application form and payment mandate and return them with the following documentation so that your booking can be processed:

- ☐ Proof of your public liability insurance
- ☐ Confirmation of DBS for any individual working with children and confirmation of any agreed ratios
- ☐ Copy of your safeguarding policy
- ☐ Details of your health and safety and risk assessment arrangements
- ☐ Details of your Designated Safeguarding Lead

We've attached the following documents for your information:

- ☐ Details of emergency evacuation procedures in the event of a fire/similar emergency
- ☐ The site's Health & Safety Policy that must be followed at all times
- ☐ The sites Emergency Evacuation & Fire policy that must be followed at all times
- ☐ A copy of our Lettings policy which includes the terms and conditions of use
- ☐ Details of how to raise any safeguarding concerns.

Please make sure you're familiar with these before the date of hire.

Please note all documentation will need to be renewed annually as part of our lettings review process.

You can contact Jan Connor (Finance & Facilities Manager) with any questions about hiring the premises.

Please email finance@ellenwilkinson.newham.sch.uk or use the school number 020 75119414 and select the appropriate extension.

Kind Regards,

Jan Connor
Finance & Facilities Manager

Appendix 3b - Application Form (repeated use)

Core Information	
Name of applicant/organisation <i>(including company number where applicable)</i>	
Contact details	Address: Telephone number: Email address:
Name of Lead & contact details <i>(if different from above)</i>	
Have any of your requirements changed from your expression of interest form? If yes, please provide details.	Yes / No <i>Please note that changes will need to be approved before your application can be advanced, and may involve a new quote being produced.</i>
Proposed start date	
Health & Safety	
Health & Safety Contact - <i>(please provide their details)</i>	
Public liability Insurance details	
H&S policy	
Risk assessment arrangements - undertaken by whom and when	
First aid arrangements - undertaken by whom and when	
Please tick to agree the following aspects	<input type="checkbox"/> We will participate in the H&S induction before our hire begins and any future refreshers <input type="checkbox"/> We will inform the school of any health and safety issues that arise as quickly as possible <input type="checkbox"/> We will inform the school of any accidents that occur when using the site and will complete the appropriate records <input type="checkbox"/> We agree we have received the following information from EWPS - health and safety policy, lettings policy, emergency evacuation & fire procedures <input type="checkbox"/> We agree to follow the schools health and safety requirements (as outlined above) and will share details with our group leaders to ensure they are followed <input type="checkbox"/> We will share emergency evacuation details with our group regularly <input type="checkbox"/> We agree to hold a fire drill in our sessions annually

Safeguarding	
Designated Safeguarding Lead - Please provide the name & contact details for this person	
Has the person above received appropriate training? <i>Please include details of how this training was receiving/provided to them</i>	
Please list the information you are submitting with this application form related to your Child protection/ safeguarding responsibilities	
Names & DBS details of all adults who will be working with any children	
Please tick to agree the following aspects	<p>We confirm that we have:</p> <p><input type="checkbox"/> A Designated Safeguarding Lead in place</p> <p><input type="checkbox"/> Attached our child protection/ safeguarding policy with this application</p> <p><input type="checkbox"/> A code of conduct in place</p> <p><input type="checkbox"/> Clear procedures on what to do if there are concerns about a staff member, volunteer or another adult who may pose a risk of harm to children</p> <p><input type="checkbox"/> Provide parents or carers with a named individual (such as the DSL or another named member of staff) so they can raise safeguarding concerns or if you are a lone provider, you have given parents or carers the contact details of the local authority's children's services or the NSPCC helpline number</p> <p><input type="checkbox"/> Received a copy of the DFE After-school clubs, community activities, and tuition - Safeguarding guidance for providers and will follow this</p> <p>We agree that we will</p> <p><input type="checkbox"/> know the local referral route into children's social care</p> <p><input type="checkbox"/> report any allegations of harm to a child to both the local authority designated officer (LADO)13 and the police as soon as reasonably practicable</p> <p><input type="checkbox"/> know if the legal duty to refer to the Disclosure and Barring Service applies to us and ensure you make referrals when appropriate</p>

I understand that by submitting this application form and signing below, that I agree to the terms and conditions set out in the school's premises hire policy and related policies

Name _____ Date _____

Signature _____

Please return this form via email to finance@ellenwilkinson.newham.sch.uk or to the main school office . On receipt of your documentation we will contact you to confirm that your application is successful, start date and site induction arrangements.

Appendix 3c - Payment Mandate Form (repeated use)

Dear

Please see cost and payment arrangements below for your proposed letting.

Date of Issue	
Name of applicant/organisation <i>(including company number where applicable)</i>	
Contact details	Address: Telephone number: Email address:
Details of letting <i>(times, dates & locations)</i>	
Proposed start date <i>(if all documentation is complete)</i>	
Breakdown of costs	
Charge per month	£
EWPS Bank details	
Reference to use in relation to your payments	

Payment of this amount should be made by the 1st of each month via BACS (bank transfer) using the details above.

An invoice will be issued for any additional hours/sessions that take place and/or any damages caused during lettings. This will be invoiced retrospectively where appropriate and payable within 30 days of invoicing

Please note that failure to pay the agreed amount on time may mean refusal to use the site until all outstanding monies are paid.

On behalf of _____ *(insert organisation name)* I agree to the above payment for the use of Ellen Wilkinson Primary School on the dates and times listed.

Please tick below to confirm agreement of all of the following:

- ☐ I agree with the dates, times and costs outlined above.
- ☐ I will ensure payment is made by bank transfer by the first of each month.
- ☐ I understand and agree that use of the premises may be withheld until any outstanding payments are paid.
- ☐ I understand and agree that I will be invoiced and be liable for payment of any additional times or dates.
- ☐ I understand and agree that I will be invoiced and be liable for payment of any damages during the letting period.
- ☐ I understand that this agreement will be renewed annually with at least 8 weeks notice of any cost increases.
- ☐ I agree that I will give a minimum of 4 weeks notice in writing if I wish to end this agreement and will be liable for the ongoing costs during this period.

Name _____ Date _____

Signature _____

Please return this form via email to finance@ellenwilkinson.newham.sch.uk