



OUR LADY OF LOURDES

CATHOLIC MULTI-ACADEMY TRUST



Lettings Policy and Contract Agreement

Version control

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Trust Mission Statement

We are a partnership of Catholic schools and our aim is to provide the very best Catholic education for all in our community and so improve life chances through spiritual, academic and social development.

We will achieve this by:

- Placing the life and teachings of Jesus Christ at the centre of all that we do
- Following the example of Our Lady of Lourdes by nurturing everyone so that we can all make the most of our God given talents
- Working together so that we can all achieve our full potential, deepen our faith and know that God loves us
- Being an example of healing, compassion and support for the most vulnerable in our society

Acts 20 v28 ESV

'Pay careful attention to yourselves and to all the flock, in which the Holy Spirit has made you overseers, to care for the church of God, which he obtained with his own blood.'

This Policy was approved and adopted by the Academy Trust Company on:	
Policy Review date:	
Reviewer:	Dave Burrough / OLOL Trust

Our Lady of Lourdes Catholic Multi-Academy Trust - Company Number: 7743523
Registered Office: 1st Floor, Loxley House, Riverside Business Park, Tottle Road, Nottingham NG2 1RT

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1. Introduction

The Trust recognises that the participation of the Trust and each academy in community life is vital to ensure children, young people and adults have access to a range of activities and experiences promoting learning and development.

The Trust acknowledges and accepts its duty under the Health and Safety at Work Act 1974 and subordinate health and safety legislation and acknowledges the requirement to ensure that participants are kept safe whilst on visits and journeys away from their normal place of attendance.

This policy sets out the organisation, scheme of delegation and procedures for managing and authorising third-party lettings at Trust sites.

2. General

The hirer shall pay the charge requested. Reoccurring bookings may be invoiced to the hirer upon prior agreement whereupon payment will become due 14 days following the invoice date. Payment for singular bookings is required in advance.

The Trust reserves the right to adjust the hiring charge to:

cover any increases in hiring charges which may occur if an application covers a series of lettings over an extended period, and;

cover any increase in hiring charges which may occur between the date of the approved application and the date of the hire or event.

The hirer shall ensure during the time these premises are so 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.

For the purpose of a dance or similar function to which the general public are admitted, and at which there may be a large gathering it is the responsibility of the organisers to ensure that the letting is properly controlled by appointed stewards or such other responsible persons to maintain order throughout the whole period of the letting.

3. Defray Costs

3.1 The hirer shall defray the cost of making good all damage caused to the premises or other property of the Academy and the Trust which is in any way attributable to the exercise of this right.

3.2 The hirer shall be responsible for loss caused to the Trust i.e. the hirer shall indemnify the Trust 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 the right howsoever such injury, loss or damage may be caused unless due to any negligence on the part of the Trust or their servants or agents.

4. Parliamentary or Local Government elections

4.1 Bookings are taken subject to the Academy premises not being subsequently required by the Council for Parliamentary or Local Government elections and in the event of the Academy premises being so required, the Trust will refund to the Lettee all charges made by the Trust and already paid by the Lettee, the Trust shall be liable to pay any compensation for any loss incurred by the Lettee.

5. Licences and Insurances

5.1 The hirer shall obtain at his own expense all the necessary licences and insurances required in connection with the use of the premises for the purposes for which the same is let and to observe and comply with all the conditions attaching thereto. The hirer shall lodge such licences and insurances with the academy 7 days prior to the commencement of the letting.

5.1.1 Insurance Note: Third-Party Liability Insurance is required for all lettings. The hirer should purchase third-party liability insurance in good time as the letting cannot proceed without this. This insurance protects the hirer should any injuries occur on Trust premises. Low cost insurance can be easily purchased online or via a local insurance agent.

5.1.2 Licensing Note. Early enquires should be made of the appropriate Borough Council in respect of application for music, singing and dancing licences and licences for stage plays and cinematograph performances. Lettees for music, singing and dancing licences are required to give at least 28 days' notice to the Licencing Authority. A licence is required for the public performance of gramophone records and tape recordings and a licence covering most makes can be obtained from the Phonographic Performances Limited of Evelin House, 62 Oxford Street, London W.1. Lettees are advised that failure to obtain such a licence is an offence against the Copyright Act, 1956.

5.1.3 The hirer shall obtain at his own expense all the necessary licences and insurances required in connection with safeguarding risks.

6. Risk Protection and Avoidance

6.1 The hirer will lodge with the Academy at least 7 days prior to the commencement of the letting an assessment of risks associated with the intended activities. The hirer shall provide at his own expense such first aid arrangements which may be required to comply with good practice. The hirer will notify the Academy with immediate effect of any accidents or near-misses occurring during the letting period.

7. Lettings Restrictions

7.1 The use of the premises is restricted to finish at 10.00pm unless approval to an extension to 11.00pm has been obtained prior to the letting.

7.2 The Academy equipment must not be moved unless the written permission of the Principal has been obtained beforehand. Furniture and Academy equipment must not be removed from the academy premises.

7.3 The users of the Trust facilities are forbidden to stand upon any desk and seat or upon other furniture or fittings. No fixtures or decorations of any kind requiring nails or screws to be driven into the Academy property are permitted and the premises must be left at the end of the letting in a reasonably clean and orderly condition.

7.4 No notice, either permanent or temporary, may be affixed to Academy notice boards or displayed on the Academy premises without prior approval of the Principal.

7.5 No special preparation may be applied to the floors of the Academy premises for dancing purposes.

7.6 Stiletto heels, studded shoes and other types of footwear likely to cause damage to floors of the Academy premises are not permitted. It is expected that the organisers 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.

7.7 No electrical equipment will be brought onto Trust sites or into the Trust's premises without first being PAT tested to ensure its operational safety. The Trust recommends that only battery operated appliances or used during lets to minimise any inconvenience.

8. The Provision of Alcoholic Drinks

8.1 The provision of alcoholic drinks at functions will be left to the discretion of the Principal in consultation with the Director of Estates. Larger functions or cases where there may be special circumstances, e.g. where it is proposed to sell alcoholic beverages, should be deferred to the Director of Estates for a decision. The hirer is responsible for arranging the necessary licences.

9. Payment of Site Staff

9.1 No direct payment, tips of gratuities should be made to site staff who will receive payment direct from the Trust.

10. Liability Limitations

10.1 The Trust does not accept any liability in respect of the parking of any vehicle at the academy premises connected in any way with the **Lettee** or the letting of the premises during the letting period.

10.2 The Trust accepts no liability for goods and personal effects left on its premises by the hirer, its servants or agents, or by any user of the premises.

11. No Sub-letting

11.1 The hirer may not sublet or assign the benefit of any letting of the Academy premises without the knowledge of the Director of Estates. The hirer will be held personally responsible for the observance of this condition.

12. Additional Conditions for the Hiring of Outdoor Sports Facilities

12.1 The hirer shall at the expiration of the hiring remove everything brought by them on to the Academy site and shall leave it in a clean and orderly condition.

12.2 Where jumping pits are used, the hirers shall provide their own rakes and shovels for levelling the sand.

12.3 The hirers shall be responsible for keeping visitors off all sports facilities, other than those hired, particularly cricket squares, hard porous and synthetic areas, shrub borders, trees etc.

12.4 No vehicle shall be parked on or taken over the grass, sports facilities or borders.

12.5 The RPO (Site manager) is responsible for the pitches and will decide if they are fit for play. The hirer should consult the RPO (Site manager) if in doubt.

12.6 The Academy and/or the Trust may cancel the hiring on occasions where it is of the opinion, for any reason whatsoever, that it would be potentially dangerous to allow the activity to continue.

12.7 Where there are special conditions of hire relating to a particular activity the hirer must comply with those special conditions.

12.8 In the event of a breach of any of the conditions of hiring (including any special conditions of hire relating to a specific activity), Our Lady of Lourdes catholic Multi-Academy Trust may determine the hire forthwith.

13. General Data Protection, Safeguarding and Privacy

13.1 The hirer shall have in place suitable and sufficient arrangements with regard to General Data Protection and the safeguarding of young people and will indemnify the Trust in respect of the requirements of the General Data Protection Regulations and shall conduct all business in compliance with the

same particularly with regard to the use of photographic equipment and the storage and use of personal and identifiable data.

14. Security and Safeguarding of Young and Vulnerable People

- 14.1 The hirer will ensure that the site and facilities remain secure, as far as reasonably practicable, during the hire period. Where it is agreed with hirers that keys are provided for access, these are provided under separate strictly controlled terms and conditions. Where such an agreement is entered into, the hirer will be required to indemnify the Academy and the Trust against damages or losses incurred as a result of negligence, omissions, acts or failure to act on the part of the hirer.
- 14.2 The hirer accepts full responsibility and liability for the security and safeguarding (in all forms) of young and vulnerable people taking part in, or otherwise engaged in, the activities provided by the hirer. This responsibility and liability extend to all aspects of the letting including travel to and from the venue, drop-off and collection of persons to and from the venue and any communications connected with the letting.

15. Hire Charges

- 15.1 Hire charges will be determined from time to time and are available on request from each site. The hirer will pay the contracted fee in respect of all lettings. The hirer shall not offset any liabilities, expenses or charges against non-performance of the Trust.
- 15.2 In the event of the Lettee not using any facility after approval has been granted the Lettee will be responsible for payment of the full hire charges if the letting is not cancelled within Normal Business Hours and within five (5) Normal Business Days of the letting date, except where:
 - 15.2.1 The letting is cancelled by the Trust due to factors outside of our control including, but not limited to:
 - 15.2.1.1 Adverse weather conditions;
 - 15.2.1.2 Priority usage required by the academy;
 - 15.2.1.3 Parliamentary or local government elections;
 - 15.2.1.4 Emergency community shelter usage under a LA emergency order
 - 15.2.1.5 Other unforeseen conditions determined by the Trust.

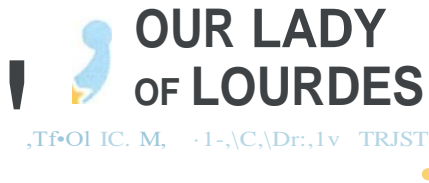
16. Invoicing

- 16.1 The Trust reserves the right to carry out a credit check in respect of any proposed letting. Any credit check carried out may be recorded by a credit reference agency.
- 16.2 In general, the Trust will invoice Existing Lettees for any letting. Each invoice is subject to a payment period of 30 days net.
- 16.3 In general, the Trust requires advance payment in full for new Lettee and one-off lettings.
- 16.4 Where a suitable credit reference cannot be obtained, the Trust reserves the right to:
 - 16.4.1 Decline a letting application;
 - 16.4.2 Require payment in advance;
 - 16.4.3 Request a security deposit (to be determined per instance).

17. Letting Agreement

- 17.1 The Trust site or academy will issue THIS 'Letting Contract Agreement' to the lettee. The letting agreement will detail the following:

- The main terms of conditions of the letting;
- Specific terms and conditions of the letting;
- The date of the letting (or range of dates if reoccurring);
- The times of the letting (or range of times if reoccurring);
- The charge applicable to the letting;
- The facilities provided by the Trust under the letting agreement;
- Acceptance of terms and conditions
- Acceptance of the letting by the RPO or designated site officer.



18 FORMAL LETTING AGREEMENT CONTRACT

THIS Agreement Contract Datedis made between:

Our Lady of Lourdes Catholic Multi-Academy Trust of Loxley House, First Floor West, Tattle Road, Riverside Business Park, Nottingham NG2 1RT ('the Trust');

AND

The Lettee

..... [Lettee name]

..... [Lettee address]

..... [Lettee address]

....., [Lettee address]

Now it is agreed as follows:

Definitions and Interpretation

'The Trust' means Our Lady of Lourdes Catholic Multi-Academy Trust;

'Site' means any site, building or facility under the control of The Trust;

'Properties' means the same as Sites;

'Agreement' means this agreement as amended from time to time;

'Lettee' means the person requesting use of The Trust's facilities under this agreement;

'Lettee' means the same as Lettee;

'Contract Administrator' means the designated person identified by the Trust;

'Default' means one of more failures to carry out the services;

'Letting Agreement Application' means the application form completed by the applicant prior to the commencement of the agreement;

'Charges' means the charges payable to the Trust for the supply of the Services more particularly detailed in the Letting Agreement Application;

'Commencement Date' means the date of the Agreement as enacted;

'Confidential Information' means all secret or confidential commercial, financial and technical information, know-how, trade secrets, inventions, computer software and any other information in any form or medium, whether disclosed orally or in writing, together with all reproductions in any form or medium, and any part(s) of it;

'DPA' means the Data Protection Act 1998 and any subordinate legislation made under the Act from time to time;

'FOIA' means the Freedom of Information Act 2000, and any subordinate legislation made under the Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation;

'Intellectual Property Rights' means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;

'Service' and 'Services' means the whole of the services including the let of any property, item of equipment or other Trust asset as set out in the Letting Agreement Application;

'Normal Business Day' means Monday, Tuesday, Wednesday, Thursday and Friday (excluding UK public holidays);

'Normal Business Hours' means the hours between 8.00am and 4.00pm inclusive;

'Photographic Identification' means a valid UK driving licence or Passport;

'Anniversary of the Agreement' means the anniversary date given in The Letting Agreement Application;

'Designated Property Officer' means the person appointed by the Trust (the Responsible Property Officer, Site manager, Office Manager, Head Teacher or their authorised representative);

'RAMS' means Risk Assessment(s) and Method Statement(s);

2.2 INTERPRETATION

In this Agreement, the following rules apply:

a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

a reference to a Party includes its authorised representatives, successors or permitted assigns;

a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;

any phrase introduced by the terms including, include, in particular or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms;

a reference to writing or written includes faxes and emails, and;

Any DBS presented as valid under this agreement is deemed invalid if subsequently revoked.

3.0 BASIS OF AGREEMENT

THIS Agreement is a LETTINGS agreement between the Parties for the provision of the use of Premises and/or Services by The Trust.

THIS Agreement will commence on the Commencement Date and continue until it is terminated in accordance with this Agreement.

THIS Agreement constitutes the entire agreement between the Parties. The Trust acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Lettee which is not set out in the Agreement. The Lettee acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of The Trust which is not set out in the Agreement.

The parties agree ONLY that the terms of this Agreement shall prevail and that no document, expression, promise or reliance shall be deemed to form part of this Agreement if it is not contained herein.

OBLIGATIONS OF THE PARTIES

The Trust shall:

supply the Services to The Lettee in accordance with the Letting Agreement Application in all material respects;

use all reasonable endeavours to meet any dates and response times specified in the Letting Agreement Application;

warrant to The Lettee that the Services will be provided using reasonable care and skill.

carry out the services at the prescribed intervals and on the prescribed dates.

The Trust shall:

co-operate with the **Lettee** in all matters relating to the Services;

provide the Appointed Service Contractor's operative(s) with access to The Trust's premises, office accommodation and other facilities as reasonably required by the **Lettee** provided that such access is agreed and granted in advance and that all of the Appointed Service Contractor's operative(s) hold a valid DBS Check and have submitted DBS details required by The Trust to the Contract Administrator in advance and agree to be bound by local rules in force at the time of any visit and that Photographic Identification is provided on arrival at each site at the time of any Sire visit;

provide the **Lettee** with such information and materials as the **Lettee** may reasonably require to supply the Services, such information to be provided in a format determined by the Trust at its sole discretion;

4.0 DEFAULT

If the Trust's performance of any of its obligations under the Agreement is prevented or delayed by any act or omission by the Trust or failure by the **Lettee** to perform any relevant obligation or by industrial action, The Trust:

4.1 shall, at its sole discretion, without limiting its other rights or remedies, have the right to terminate this contract giving 7 days written notice to the Lettee; and

4.2 shall not be liable for any costs or losses sustained or incurred by the Lettee arising directly or indirectly from the Trust's failure or delay to perform any of its obligations as set out in this Agreement.

4.3 If the Lettee's performance of any of its obligations under the Agreement is prevented or delayed by any act or omission or failure by the Lettee to perform any relevant obligation (Lettee Default), or by industrial action, the Lettee shall reimburse The Trust on written demand for any costs or losses sustained or incurred by The Trust arising directly or indirectly from the Lettee's Default or any costs or losses sustained.

5.0 CHARGES AND PAYMENTS

The Charges for the Services shall be as detailed in THIS CONTRACT Agreement and clause 17. LETTING AGREEMENT APPLICATION;

The **Trust** shall invoice the Lettee EACH CALENDAR MONTH in arrears on or after delivery of the Services;

The Lettee shall pay each invoice submitted by the Trust:

5.12.1 within 30 days of the date that the invoice is received; and

5.12.2 by BACS only to a bank account nominated in writing by the Trust.

All amounts payable by the Lettee under the this Agreement are exclusive of amounts in respect of value added tax chargeable for the time being (**VAT**). Where any taxable supply for VAT purposes is made under the Agreement with the **Trust**, the Lettee shall, upon receipt of a valid VAT invoice, pay to the **Trust** such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

6.0 INTELLECTUAL PROPERTY RIGHTS

All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by The Trust;

The Trust acknowledges that, in respect of any third party Intellectual Property Rights, the Trust's use of any such Intellectual Property Rights is conditional on obtaining a written third party licence from the relevant licensor on such terms as will entitle The Trust to use the same.

7.0 NOT usrn

8.0 CONFIDENTIALITY

8.1 Each Party undertakes with the other:

8.1.1 to keep all Confidential Information (including all portions and copies) secret and confidential in the same manner as its own proprietary information;

8.1.2 not, without the written consent of the other Party, to disclose or reveal Confidential Information (or any portion or copy) to any person other than to such officers or employees to whom it is necessary to reveal such information for the furtherance of this Agreement or any other agreement between the Parties (whether written or oral);

8.1.3 not to use Confidential Information (or any portion or copy) other than in the furtherance of this Agreement or any other agreement between the Parties (whether written or oral);

8.1.4 not to make any copies of any document, drawing, facsimile transmission, email or any magnetic or electronic medium upon which Confidential Information is stored or comprising or containing (in whole or in part) any Confidential Information without the prior written consent of the disclosing Party;

8.1.5 to ensure that any Confidential Information received by it will be at all times within its possession or under its control;

8.1.6. on termination of this Agreement, to return to the disclosing Party all documents and any data stored on magnetic or electronic media (including copies) which contain Confidential Information; and

8.1.7 to ensure that all employees who may gain access to Confidential Information are informed of the confidential nature of that information and are contractually bound to safeguard that confidentiality.

9.0 LIMITATION OF LIABILITY

Nothing in this Agreement shall limit or exclude the Appointed Service Contractor's liability for:

9.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

9.1.2 fraud or fraudulent misrepresentation; or

9.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

Subject to clause 8.1:

9.2.1 The Trust shall not be liable to the Lettee whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or for any indirect or consequential loss arising under or in connection with the Agreement.

Except as set out in this Agreement, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Agreement.

10. FREEDOM OF INFORMATION

This clause 10 shall survive termination of the Agreement.

10.1 The Lettee acknowledges that the Trust is deemed a public authority and is subject to the FOIA and of the EIR and shall assist and co-operate with each other to comply with these information disclosure requirements.

10.2 Either Party shall inform the other within 5 days of receiving a request for information or class of information relating to this Agreement or otherwise relating to students, staff or visitors to a site in connection with this agreement under the FOIA and/or the EIR where a Party requires assistance from the other dealing with such a request.

10.3 The Lettee further acknowledges that the Trust may be required to disclose information concerning the other Party and/or this Agreement in discharging their obligations under the FOIA and/or the EIR. The Trust, having used reasonable endeavours to consult the Lettee and having considered the other Lettee's views, shall be responsible for determining at its absolute discretion, whether the information should be disclosed under the FOIA and/or the EIR or whether an exemption from disclosure applies.

11. DATA PROTECTION

11.1 The Parties shall comply with the DPA in relation to the processing of personal data under this Agreement and in particular:

11.1.1 shall ensure that appropriate technical and organisational measures are taken against unauthorised or unlawful processing of personal data and against loss or destruction of, or damage to, personal data processed by the Parties under this Agreement;

11.1.2 shall adopt and maintain a written security policy in relation to personal data processed by it and shall procure that all of its employees are aware of and abide by all of its provisions and shall make such policy available for inspection on request by the other Party.

12. TERMINATION

12.1 Without limiting its other rights or remedies, The Trust may terminate this Agreement by giving six (6) months written notice to the Lettee if the Trust changes legal status.

12.2 Without limiting its other rights or remedies, each Party shall have the right to terminate this Agreement by giving the other Party 12 months' written notice to expire on the Anniversary of the Agreement.

12.3 Without limiting its other rights or remedies, The Trust shall have the right to suspend the Agreement if the **Lettee** fails to use its best endeavours to provide the services set out in this agreement.

12.4 On termination of the Agreement for any reason:

12.4.1 The Trust shall pay to the Lettee all of the Lettee 's outstanding unpaid invoices within 30 days and, in respect of Services supplied but for which no invoice has been submitted, the Lettee shall submit an invoice, which shall be payable by The Trust within 30 days of receipt;

12.4.2 the accrued rights, remedies, obligations and liabilities of the Parties as at expiry or termination shall not be affected, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry; and

12.4.3 clauses which expressly or by implication have effect after termination shall continue in full force and effect.

13. INSURANCE

13.1 For the Term of this Agreement, the Lettee shall maintain public liability insurance policy to the minimum value of ten (10) million pounds sterling and shall make such policy available for inspection on request by the Trust.

14. GENERAL

14.1 Force Majeure:

14.1.1 For the purposes of this Agreement, Force Majeure Event means an event beyond the reasonable control of the parties including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of The Trust or any other Party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule,

regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of The Trust or subcontractors.

4.1.2 The Trust shall not be liable to the Lettee as a result of any delay or failure to perform its obligations under this Agreement as a result of a Force Majeure Event.

14.1.3 If the Force Majeure Event prevents the Trust from providing any of the Services for more than 28 days, The Trust shall, without limiting its other rights or remedies, have the right to terminate this Agreement immediately by giving written notice to the Lettee.

14.2 Assignment and Subcontracting:

14.2.1 The Lettee may not at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Agreement and may not subcontract or delegate in any manner any or all of its obligations under the Agreement to any third party or agent.

14.2.2 The Trust shall not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Agreement, excepting where clause 12.1 overrides this clause 14.2.2.

14.3 Notices:

14.3.1 Any notice or other communication required to be given in connection with this Agreement shall be in writing and shall be delivered to the other Party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business, or principal private residence if not a business, or sent by email to the other party's main or general email address.

14.3.2 Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at the address referred to above or, if sent by pre-paid first-class post or recorded delivery, on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by email, on the next Business Day after transmission.

14.4 Waiver:

14.4.1 A waiver of any right under the Agreement is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a Party in exercising any right or remedy under the Agreement or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

14.4.2 Unless specifically provided otherwise, rights arising under the Agreement are cumulative and do not exclude rights provided by law.

14.5 Severance:

14.5.1 If a court or any other competent authority finds that any provision of the Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Agreement shall not be affected.

14.5.2 If any invalid, unenforceable or illegal provision of the Agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

14.6 Third parties: A person who is not a party to the Agreement shall not have any rights under or in connection with it.

14.7 Variation: Any variation, including the introduction of any additional terms and conditions, to the Agreement shall only be binding when agreed in writing and signed by The Trust.

14.8 Governing law and jurisdiction: This Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the Parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

15. DISPUTE RESOLUTION

15.1 If a dispute arises out of or in connection with this agreement or the performance, validity or enforceability of it (Dispute) then, except as expressly provided in this agreement, the parties shall follow the dispute resolution procedure set out in this clause:

15.1.1 Either Party shall give to the other written notice of the Dispute, setting out its nature and full particulars (Dispute Notice), together with relevant supporting documentation. On service of the Dispute Notice the Trust and the Lettee shall attempt in good faith to resolve the Dispute;

15.1.2 If the Parties are for any reason unable to resolve the Dispute within 30 days of it being referred to them, either Party may take such further steps as it considers appropriate to resolve the Dispute, including the initiation of court proceedings.

16. HEALTH AND SAFETY

16.1 The **Lettee** shall promptly verbally notify the Site and the Trust of any health and safety hazards or incidents which may arise in connection with the performance of the Agreement and shall confirm the same in writing within 1 working day of the arise. The Trust shall promptly notify the **Lettee** of any health and safety hazards which may exist or arise at any of The Trust's Sites may affect the **Lettee** in the performance of the Agreement.

16.2 The **Lettee** shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice (including any issued by The Trust relating to health and safety), which may apply to the **Lettee** and other persons working on the Trust's premises in the performance of the Agreement.