



Lettings Policy

Date Policy Adopted: June 18

	Date of Next Review by
Head teacher/SLT	June 19
Approval	Finance and General Personnel

LETTINGS POLICY

The hiring of the school buildings by external organisations is a valuable means of raising money to enhance the school's budget. It is important, therefore, that there should be a clear policy, agreed by the Governing Body, which

- (a) lays down the criteria for the approval or otherwise of a request for hire and
- (b) gives guidance on the appropriate level of charges to be made for the hiring of specific areas of the school buildings.

Criteria for the approval of requests for hire

1. Applications received from the following groups will normally be approved automatically. In the event of any request for hire or agreed letting, the school's own needs for use of the premises will take priority:
 - a) Any school related organisation (e.g. the PTA).
 - b) Local Community Groups which satisfy appropriate conditions relating to supervision and organisation.
 - c) Requests from established Youth Groups (e.g. Scouts).
 - d) Individuals who wish to hire the premises for a family event or community activity/meeting.
2. Applications from the following groups will be considered on their merits and may be referred to the Governing Body for approval:
 - g) Requests which involve the consumption of alcoholic drinks on the premises.
 - h) Religious groups.
 - i) Organisations seeking hire of school for profit making purposes.
3. Applications from the following groups will normally not be approved:
 - a) Political or quasi-political groups.
4. The Governing Body reserves the right to disapprove without reason any request made for the hire of the school premises.

We are a safeguarding school and put the welfare of children first. All extended schools providers will provide a Disclosure and Barring Service (DBS) check and a certificate

showing the appropriate level of public liability insurance is in place.

FINANCIAL ACCOUNTING

1. All letting agreement forms to be sequentially numbered, correctly authorised and accounted for.
2. An invoice/statement of account should be issued for all lettings.
3. A receipt should be issued to the Hirer when cash payments are received. Receipt to include date, amount and invoice number to which it relates.
4. There should be documented evidence for all transfers of income from one officer to another (e.g. Caretaker to Finance Officer).
5. Income, when processed in FMS, should be referenced to the relevant invoice number.

Letting charges: figures quoted below are for guidance.

Classrooms	£15.00 per hour
Practical Areas	£10.00 per hour
Dining Hall	£20 per hour
Hall	£20 per hour
Playground	£10.00 per hour (evenings)
Playground	£50 per day (weekends or holidays)

Entry and Exit onto School Premises

When allowing children to exit the school premises at the end of all clubs, Club Leaders must ensure that they escort the children to the exit door and hand them over to the appropriate parent/carer. If club leaders are in possession of entry codes and/or school keys, they must ensure that no person other than themselves and their employees are in possession of this.

CONDITIONS GOVERNING THE LETTING OF BROSELEY CE PRIMARY SCHOOL

Agreement No:

Please read and sign Agreement's A or B in addition to the general conditions listed below.

General

- 1 The Headteacher and the School Governors are responsible for approving the hiring of school premises ('the Hire') and applications in the first instance should be made to Headteacher.
- 2 If the School is required for urgent official or academic reasons the School reserve the right to cancel the Hire. Should this occur, the Hirer will be reimbursed the Hiring fee.
- 3 All documentation required and as specified on the Safeguarding Children Checklist (appendix 1) should be presented by the Hirer before the Hire takes place.
- 4 Disclosure and Barring Service (DBS) certificates must be produced for the Hirer and any helpers. This must be less than 3 months old to be valid.
- 5 No alterations must be made to the school structure, fixtures or fittings. Notices must only be fixed to notice boards provided.
- 6 Suitable footwear must be worn so as not to damage the School floors. Nothing must be put on the floors that will change the properties of the floor.
- 7 Members of the public must not be admitted to the school premises after 10pm.
- 8 Alcoholic beverages must not be sold or consumed on the premises unless the Headteacher has given specific approval. Should such approval be given the Hirer must obtain the necessary licence, which must be produced, to the Headteacher prior to the Hire.
- 9 The Hirer must comply with the smoke free legislation, which came into effect on 1 July 2007. Failure to comply may result in a fine for both the Hirer and the school. Smoking is not allowed anywhere on the School premises.
- 10 Occupancy limits must not be exceeded.

Hirer's Responsibilities

- 1 The Hirer must produce event documentation to include a risk assessment and an emergency action plan of the Hire. This documentation must include details of health and safety issues relating to the nature of the hire including arrangements for first aid, supervision, communication, crowd control, use of equipment, traffic management and emergency procedures, appropriate to the nature of the hire. The Hirer undertakes to follow any recommendations arising out of such Risk Assessment prior to the hire. Further guidance on risk assessments is available from the HSE website. <http://www.hse.gov.uk>
- 2 The School reserves the right to undertake regular checks of the Hire of the Premises by the Hirer and any recommendations made by the School following such checks will be undertaken without delay by the Hirer. Failure to comply may result in termination of the hire arrangements.
- 3 If the Hirer wishes to cancel the Hire it must be notified in writing to the Headteacher at least one week before the Hire is due. In the event of the Hirer failing to give such notice the Hiring Fee will be non-returnable. Any preparation work carried out for the Hirer will be paid for by the Hirer.
- 4 The Hirer must be in attendance at all times and must provide and exercise adequate supervision throughout the Hire to prevent:
 - (a) Damage to the buildings, grounds, fixtures, fitting and equipment; and/or
 - (b) Excessive noise and/or nuisance to local inhabitants
 - (c) Ensure that provisions for safety including recommendations identified through risk assessment are carried out

The Hirer will meet the cost of making good any damage caused.

- 5 Adequate insurance will be affected by the Hirer to cover the liability in respect of the Hire. In respect of public liability insurance cover the Hirer shall affect the policy with a minimum indemnity of £5,000,000 in respect of any one incident.
- 6 In the event of any injury, damage or loss being sustained, suffered or incurred by the Hirer or any other person, the Hirer shall accept full responsibility and shall indemnify the School from all costs. Including claims, demands and expenses arising therefrom save where any injury, damage or loss or to any claim arising therefrom was caused by the negligence of the School, or any servant or representative from the School, in which circumstances, the School will indemnify the Hirer from all costs, claims, demands and expenses arising therefrom.
- 7 In the event of any damage done to or loss or property suffered or incurred by the Hirer, the Hirer shall accept full responsibility therefor and shall indemnify the School from all costs, claims, demands and expenses arising therefrom save where any damage or loss or to any claim arising therefrom was caused by the negligence of the school or any servant or representative of the School in which circumstances the School will indemnify the Hire from all costs, claims, demands and expenses arising there from.

- 8 The school will not be responsible for the safety of any goods or articles of any kind that may be brought into or left on the Premises by the Hirer and/or any of his servants or representatives while on the Premises for the purposes of the Hire.
- 9 The School reserves the right to cancel the agreement if, in the opinion of the School, damage may be caused to the Premise; or if by flood, storm, fire or other cause beyond the School's control the Premises shall be rendered unfit for use; or if the School considers it necessary to close the Premises for the purpose of executing urgent repairs or alterations; or if, in the opinion of the School, it is in the public interest that the Premises should be closed for any reason.
- 10 The Hirer is responsible for providing a person/persons who is capable of administering First Aid. The Hirer is also responsible for ensuring that himself, his appointed representative and the person/s responsible for administering First Aid are aware of the location of First Aid facilities and an outside telephone. First Aid facilities (e.g. First Aid box) must be provided by the Hirer.
- 11 It is the hirer's responsibility to ensure children do not have any allergies to snacks given during the club session. If requested, the office can also check school records.
- 12 It is the hirer's responsibility to make sure that children **do not eat or drink** in the school hall at any time.
- 13 If running classes straight after school which involve children from our school:**
 - Hirers must be on the school premises by 3.10pm to set up, ready to collect children at the end of the school.
 - Hirers must offer free places (1 free place 1-12 children, 2 free places 13 children upwards per session) to children who have free school meals and other children whose circumstances suggest they would particularly benefit e.g. a gifted and talented child. Children must be collected promptly by their parents/carers at the end of the session as there are **no** facilities for minding children after school. It is the Hirer's responsibility to take care of children until their parents/carers arrive.
 - Children must be appropriately supervised when using the toilet facilities.
 - Children must be suitably attired for the club/class they are attending.
- 14 The premises must be left clean and tidy after use. Lights and electrical equipment must be switched off, all windows must be closed and the door locked. The outside gates must also be locked upon leaving. The cost of any additional cleaning found to be necessary will be met by the Hirer.

- 15 Public performances, entertainment, performance of music, singing or dancing to which members of the public are admitted are not permitted unless prior permission has been obtained from the Headteacher who will determine that the School premises are adequately licensed for those purposes.
- 16 The Hirer is responsible for any waste generated by the activity of the hire and must dispose of it appropriately.
- 17 Hirer's equipment must be PAT tested or CANNOT be brought onto the premises.
- 18 Animals must not be brought onto the School grounds, playground or into any buildings, with the exception of guide dogs.
- 19 All information in relation to the School must remain confidential.
- 20 Photocopying of leaflets or posters must be undertaken by the Hirer. If photocopying is requested please give the office 24 hours notice. The cost is 5p per page.

Security and Safeguarding of Children and Young People

- 1 Schools follow best practice in implementing a child protection policy including Disclosure and Barring Service (DBS) checks of adults who work with children in school. Therefore, any organisation hiring school premises, if working with children and young people, will be expected to present the documentation requested on the Safeguarding Children Checklist (appendix 1)
- 2 If the organisation is not able to present listed documentation, the School will not enter into a Hire Agreement.

Fire Precautions

1. The Hirer should be provided with a copy of the school's Emergency Evacuation Plan.
2. The Hirer must be in attendance at the scene of the activity during the whole time that the premises are open to the public and during this time an adequate number of competent attendants shall be on duty. The Hirer or his appointed representative shall not be engaged in any duty that will prevent his overall supervision of the Hire.
3. The Hirer must ascertain and comply with any special fire precautions or requirements contained in music, singing and dancing, theatres, or any other licences appropriate to the intended use of the premises. A fire risk assessment must be completed to cover all activities that will take place for the duration of the hire to satisfy the requirements of current fire safety legislation. This must be made available to the responsible person of the building. The use of pyrotechnics and special effects are not permitted without express permission of

the Headteacher, and are subject to specific risk assessment. Fire authority approval may also be necessary.

4. Seating, gangways and passages shall be provided as approved by the responsible person acting on behalf of the School.
5. All gangways, corridors, fire escape routes and external passageways intended for entrance and exit shall be kept entirely free from obstruction.
6. All exit doors must be accessible during the whole time the public are on the premises.
7. The Hirer must familiarise themselves with the position of a telephone for summoning assistance, fire alarm system, escape routes, operation of any door opening devices, the location of the assembly point and firefighting equipment. Firefighting equipment should only be used in life threatening situations and should only be used by trained people. A nominated person should be responsible for using the firefighting equipment, if necessary. The responsible person for the site should be consulted on any additional equipment necessary where stage performances or exhibitions are intended.

Materials

1. Mats or other floor coverings shall be secured to prevent rucking.
2. Flammable materials are not to be used for the decoration of the premises unless such materials have been rendered flame retardant and are maintained as such. No naked flames can be used (e.g. candles, tea lights etc.)
3. No hazardous substance/s shall be brought onto school premises unless the Control of Substances Hazardous to Health Regulations have been complied with in terms of material safety data sheets, COSHH risk assessment, and necessary controls and training are in place and must be agreed by the Headteacher.
4. No hazardous substances can be stored at the school by the Hirer. Only sufficient quantities required for the activity should be brought to the site and all hazardous materials should be removed at the end of the activity (including any waste.)

Temporary Electrical Installations

1. Any temporary electrical installation must only be carried out by a qualified electrician and must comply with the applicable recommendations and requirements of the following:
 - (a) The Institution of Electrical Engineers Regulations for the electrical equipment of buildings – current edition and amendments;
 - (b) The British Standard Specification and Codes of Practice – current edition and amendments; or

- (c) The Electrical Supply Regulations – current edition and amendments.
- 2. All temporary installations shall be disconnected from the permanent installation immediately after the completion of the Hire.
- 3. All portable electric items must have been PAT tested within the last 12 months and a visual inspection should be carried out before use.

Additional Requirements for the Hiring of External School Premises

- 1. The Hirer must consult the Headteacher if there is any doubt about the condition of the ground. In the event of the ground being deemed unfit for use immediately before the Hire is to take place, the hire charge will be refunded.
- 2. The Hirer must ensure adequate supervision is exercised over everyone taking part in the Hire including spectators. Casual spectators not included in the Hire must not be admitted. Participants must have reasonable fitness to allow them to undertake the activity safely.
- 3. Stakes or similar must not be driven into the ground unless specific permission has been given.
- 4. Vehicles must not be driven over or parked on the playground unless prior permission has been obtained.
- 5. Unless prior permission has been obtained, bonfires are not permitted.
- 6. Playgrounds must be left in a clean, tidy and safe condition.
- 7. Any loudspeakers must be operated at moderate volume so as not to cause a nuisance.
- 8. In relation to car boot sales or similar, the Hirer should take all reasonable steps to ensure that items sold on the School Premises are legal and appropriate for the Premises. It is the Hirer's responsibility to ensure that the name of the School is not brought into disrepute by the sale of illegal or inappropriate items. The Hirer should refer to the Headteacher for guidance on such items

After the Hire

- 1. On completion of the Hire the Hirer must carry out an inspection of the Premises to ensure that:
 - (a) all windows and doors are closed and secured;
 - (b) the premises have been left clean, tidy and safe; and
 - (c) there are no signs of a fire.

Termination

1. In the case of regular Hires, each party reserve the right to terminate this Agreement giving the other party one month's notice in writing.
2. In the event of a breach of the terms of this Agreement by the Hirer concerning public safety including any failure to implement the recommendations of the Risk Assessment of the Hire, the School may terminate this Agreement with immediate effect.
3. The School's decision to terminate under Clauses 8.1 or 8.2 shall not give rise to any claims for damages or otherwise by the Hirer.

Indemnity

The Hirer agrees and undertakes with the School to indemnify and keep the School indemnified from and against all actions proceedings costs claims and demands by third parties in respect of any damage or liability caused by or arising from the use or occupation of the School Premises by the Hirer.

Disability Equality Statement

Broseley CE Primary school is committed to promoting Disability Equality and equality of opportunity for pupils with learning difficulties. The hirer must ensure that anyone with a disability or leaning difficulty has equal access as described below:

Equal Opportunities and Inclusivity

1. The Hirer is committed to providing the equality of opportunity for all adults, children and families. We believe that no child, individual or family should be excluded from any group on any grounds.
2. The Hirer is committed to the principle that any behaviour, language or action that creates discrimination or disadvantage is unacceptable and will be challenged.
3. The Hirer will make every effort to ensure that the setting, equipment and resources promote equality of opportunity for all and reflect the different cultures, levels of ability, family status, gender, religion, etc, of the group of members who hire the facilities.
4. The Hirer believes it is important to operate a provision which is fully inclusive and encourages anti-discriminatory practice for both children and adults. The building has full wheelchair access and the setting and facilities are adaptable to enable the best level of care for all the group member's needs.
5. The Hirer will ensure that any activities undertaken would not be detrimental to cohesion of the community, nor promote intolerance on the basis of ethnicity, faith, gender, sexual orientation, disability or age.

If there is any doubt about the application of any of the above conditions and Agreements A & B, the advice of the Headteacher should be sought.



In the event of difficulty during the Hire please contact:

Headteacher:

Business Manager:

Please sign below to indicate you have read and accepted the above terms and conditions of the Agreement.

HIRER

Signed:

Date:

Contact Name:

Contact Address:.....

.....

.....

Contact Telephone:

SCHOOL

Authorised Signature:.....

Name:.....

Date:.....



Appendix 1
Safeguarding Children Checklist

A checklist should be completed for each club

	Safety requirement	In place
1	Has the school gone through the Partnership Agreement/TOCA for use of premises with the provider?	Y/N
2	Has the provider got a Child Protection Policy that is compatible with the school's policy? Is the provider adopting the school's policy?	Y/N Y/N
3	Has the provider got a code of conduct for staff detailing appropriate behaviour with children that is compatible with the school's code of conduct? Is the provider adopting the school's code of conduct?	Y/N Y/N
4	Is the provider aware of the procedures to be followed if they think a child is being abused and have they been supplied with the appropriate numbers?	Y/N
5	Does the provider have a procedure in the event of a child protection allegation being made against them that is compatible with Broseley procedures? Is the provider adopting Broseley procedures?	Y/N Y/N
5a	Does the provider follow safer recruitment principles in appointing and vetting staff?	Y/N
6	Have all staff or volunteers working with children (including transporting children as part of the activity) been DBS checked? Has the school seen the DBS checks?	Y/N Y/N
7	Has anything been disclosed on the DBS check that should have been discussed with the governing body? If yes take advice from the School's HR Team.	Y/N
8	Have references been checked?	Y/N
9	Are there appropriate arrangements for first aid or other emergencies?	Y/N
9a	Does a member of staff have a current first aid certificate?	Y/N
10	Are all individuals in the organisation made aware of policies and procedures?	Y/N
11	Are there arrangements for the provider to liaise with the appropriate member of staff if there should be a particular concern?	Y/N
12	Are staff/pupil ratios appropriate for the Extended Services activity?	Y/N

School signature

Provider signature

Date



PARTNERSHIP AGREEMENT A

This **AGREEMENT** is made on the day of
200

between:

- (1) The governing body of Broseley CE Primary School (“the Governors”), whose address is [Broseley
CE Primary School Dark Lane Broseley TF12 5LW] and
- (2) [*Insert Name of representative*] of [*Insert address*] and [*Insert Name of Representative*] of [*Insert Address*] the Chairperson and Secretary respectively of [*Insert name of organisation*], a registered charity number [*Insert Number*] (“the User”) (together “the Parties”)

It is agreed as follows:

1. Aim

- 1.1 This Agreement sets out the arrangements, terms and conditions whereby the Governors enable the User to use part of the School premises.

2. Authorised representatives

- 2.1 For the School, [*Insert name of Representative*] or such other person who may be appointed in her place will manage the Agreement.
- 2.2 For the User, [*Insert name of representative*] or such other person who may be appointed in their place will manage the Agreement.
- 2.3 Each party to this Agreement will notify the other in writing of any changes to the person or address of the authorised representatives.

3. Use

- 3.1 The Governors agree to allow the User the use of [*Set Out Area*] or [that part of the School premises shown edged red on the plan annexed to this Agreement] (“the Premises”) from [*Insert date when transfer is to start*].
- 3.2 The User's use of the Premises (“the Period of Use”) will be as follows:

[Insert days and times of transfer etc]

4. Period of Agreement

4.1 This Agreement will start on the date set out at the top of the first page of the Agreement and remain in effect until *[Insert end date of Agreement]* (“the Term”) unless ended earlier under clauses 6, 7 or 10.

5. Permitted Use

5.1 The User may use the Premises during the Period of Use for the purpose of the provision of *[Set out what the Premises can be used for]* (“the Permitted Use”)[in accordance with the terms of registration imposed from time to time by the registration authority under Part X of the Children Act 1989] *[Delete reference to Children Act if not applicable]*

6. Ending the Agreement

6.1 The Governors may end this Agreement by giving the User *[Insert period of notice]* written notice to expire at any time.

6.2 The Governors may end this Agreement immediately by notice given by them:

6.2.1 if at any time any payment due under this Agreement remains unpaid for more than [28 days] after becoming due

6.2.2 if the User fails to remedy any breach (capable of remedy) of any of the stipulations and conditions contained in this Agreement after being required to remedy such breach by [28 days] notice in writing

6.2.3 if the User breaches any of the stipulations and conditions in this Agreement which is in the opinion of the Governors incapable of being remedied and the Governors state this in a notice given by them.

6.2.4 in extreme cases the governors may terminate this agreement summarily without notice and the user's attention is specifically directed to paragraph 8 of this agreement below.

6.3 The User may end this Agreement at any time by giving three months written notice to the Governors.

6.4 *[Charges for late cancellation?]*

7. Fee

7.1 The User agrees to pay to the Governors a fee for the use of the Premises during the Period of Use ("the Fee") as follows:

7.1.1 The Fee will be the sum of £[*Insert sum*] per [*Insert period*] payable in advance/arrears (~~delete whichever does not apply~~).

7.1.2 The Fee may be varied by the Governing Body at [*Insert reasonable period e.g. annual*] intervals from [*the date of this Agreement / 1 April each year?*]. The Governors will give 28 days notice in writing of a variation to the Fee. If the User does not wish to accept the Fee variation then it may give 28 days notice in writing (before the Governors notice runs out) to end the Agreement and in the intervening period the then current Fee will continue to apply.

[There should be a nominal fee of £1 even if 'no charge' in order to provide necessary consideration for other terms and conditions of the contract].

8. Child Protection

8.1 In addition to the User's liability in respect of health and safety concerns referred to at paragraph 9 and elsewhere in this agreement, the User specifically undertakes to ensure suitable arrangements are in place in regard to safeguarding children and child protection including allowing the Governors and/or the Council access to their Child Protection Policy (if applicable). **The User specifically undertakes to ensure that all staff who have contact with children have a current enhanced CRB disclosure certificate and undertakes recruitment of staff and volunteers in line with Safer Recruitment principles.**

8.2

8.3 In addition to the general right of termination set out at paragraph 6, the governors specifically reserve the right to terminate this agreement with immediate effect if the user does not have the arrangements referred to at paragraph 8.1 in place, and fails to take immediate steps to put them in place. In such circumstances the governors will not be liable for any loss financial or otherwise incurred by the user.

9. Health and Safety Conditions

For the duration of the Period of Use the User must ensure the following:

- a) Normal emergency procedures are followed.
- b) A First Aid Kit is provided.
- c) No School equipment is used save for that agreed between the parties and annexed to this Agreement.
- d) Familiarity with emergency equipment, such as fire extinguishers, alarms, mobile telephone and first aid facilities.
- e) An emergency evacuation procedure is established. This will detail who will be responsible for taking control, calling emergency services and where to assemble. Consideration must be given to the needs of disabled participants. Fire practice must be undertaken on a half-termly basis
- f) Facilities and equipment (if made available) are used in a responsible manner, an orderly way and for the purposes for which they are hired and do not compromise the safety of the users or the Premises and equipment.

This includes ensuring that:

- Alcohol is not consumed without express permission of the Governors and the necessary licence being obtained prior to the commencement of the Term.
- Emergency exits, fire extinguishers, alarm points are not obstructed.

- Adequate walkways are available to allow free and easy access and egress.
- No gas cylinders or canisters are used inside the Premises or on School grounds
- Combustible materials are not placed adjacent to heat sources
- Equipment is used for the purpose for which it was designed.
- Electrical equipment is PAT tested and complies with the British standards then applicable
- Flammable or hazardous substances are not to be used.
- No open fires, candles or unauthorised electrical equipment will be used on the Premises.
- The number of persons using the Premises shall not exceed the number advised by the User and authorised by the Governors.

g) Furniture, instruments or equipment belonging to the User may be left or stored on the Premises if stored safely [*Or insert alternative arrangements*]

h) The Premises and School premises must be vacated on time at the end of the Period of Use and left in a clean and tidy condition and the Premises must be cleaned thoroughly (including toilets) on a weekly basis.

10. Damage to Property

10.1 The User undertakes either to make good or to reimburse the Governors for the cost of making good (as the Governors direct) any damage to the property of the Governors, the School or the Council caused by the User, their staff, visitors or clients.

11. Liability of the Parties and Indemnity

11.1 Except in so far as the Unfair Contract Terms Act 1977 requires otherwise neither the Council nor the Governors will be liable for any injury (including injury resulting in death) or damage to or loss of property, which may occur to, or be sustained by the User, their assistants, employees, volunteers or agents, children attending any session or others entering the Premises (with the exception of death or injury which may occur by reason of the negligence of the Council or the Governors or their servants or agents acting within the scope of their authority).

11.2 The User must indemnify and keep indemnified the School, the Council, and their employees and agents from and against all actions, claims, proceedings, costs, damages, liabilities and expenses in respect of injury to any persons (including injury resulting in death) and damage to and loss of property which may arise from, or in consequence of, the exercise or purported exercise of the hiring (with the exception of death or injury which may occur by reason of the negligence of the Governors or the Council or their employees or agents acting within the scope of their authority).

12. Insurance

12.1 The User must maintain public liability insurance in the sum of £5 million pounds per claim [*and employers liability insurance (where applicable) in the sum of ten million pounds per claim*].

12.2 The User must pay all premiums or other costs arising in the provision of such policies of insurance referred to in clause 12.1 above and ensure that the policies or certified copies are produced to the Governors if requested.

12.3 If the User cannot provide the necessary insurance it can be provided by the Governors at an additional charge of 10% of the Fee, payable at the same time as the Fee.

13. School Security

13.1 The Governors agree to make arrangements for the Premises to be opened and locked after each Period of Use and the User agree to notify the Governors or their Authorised Representative where any session is to start late or end early.

14. Temporary Unavailability of Premises/Control by the Governors

14.1 The Governors may give verbal notice to the User that the Premises are temporarily unavailable and will be controlled by the Governors in the following instances:

- (a) where the School is closed for any reason;
- (b) where the Premises are in the Governors opinion unsafe to be used by the User;
- (c) where there are emergency circumstances which require the use by the School of the Premises.

14.2 The Governors may give *[Insert reasonable period of notice]* notice in writing that the Premises are to be temporarily unavailable to the User where the Premises are required by the Governors and will state in such notice the period during which the Premises are to be unavailable.

15. Access and Car Parking

15.1 [Insert access and car parking arrangements, referring to a marked plan if appropriate]

16. Nuisance

16.1 The User must not (and must ensure that any person entering the Premises during the Period of Use does not) cause any nuisance or disturbance to the Governors or the School or neighbours.

17. Additions and Alterations

17.1 The User will make no alterations or additions to the Premises without the prior written consent of the Governors.

18. Contract (Right of Third Parties) Act 1999

18.1 Nothing in this Agreement will give directly or indirectly to any third party any enforceable benefit or right of action against the Parties and such third parties will not be entitled to enforce any term of this Agreement. This is the case notwithstanding the provisions of the Contracts (Right of Third Parties) Act 1999.

19. Licence

19.1 The Parties agree that this Agreement is a licence and does not create a tenancy between the User and the Governors or the Council.

20. Disputes

20.1 The Parties will use their best endeavours to resolve by agreement any dispute between them with respect to any matter relating to this Agreement.

20.2 If either Party considers that the other has failed to comply with the terms of this Agreement, then the following will happen:-

20.2.1 The matter will be discussed at a meeting between the Parties within 14 days.

20.2.2 If not resolved by the process set out at 20.2.1, then a meeting is to be arranged between the Parties and a representative of the Council. Again this may be called at the request of either Party and must take place within 21 working days.

21. Assignment and Sub-hiring

21.1 The User must not assign or sub-hire the whole or any part of the Premises.

22. VAT

22.1 If any supply made or referred to in this Agreement is or becomes chargeable to VAT, then the Party receiving the supply ("the Recipient") will, in addition, pay the Party making the supply, ("the Supplier") the amount of the VAT, against receipt by the Recipient from the Supplier of a proper VAT invoice for the supply.

23. Notices

23.1 To give notice under this Agreement, a letter must be delivered personally or sent by pre-paid first class post to the address below or to any other address given in writing. A notice delivered by hand is served when delivered and a notice sent by first class post is deemed served 48 hours after posting.

School Address: ***[Insert Address]***

User Address: ***[Insert Address]***

24. Statutory compliance

24.1 Each Party warrants and undertakes to the other that it will comply with all laws, rules, regulations, decrees and other ordinances issued by any supra-governmental, governmental, state or other authority relating to the subject matter of this Agreement and to the performance by the Parties hereto of their obligations under this Agreement. This includes but is not limited to complying with the following statutes and any other similar legislation as and when it becomes effective:

- (a) Health and Safety at Work Act 1974
- (b) Race Relations Act 1976 and the Race Relations (Amendment) Act 2000
- (c) Sex Discrimination Act 1975
- (d) Disability Discrimination Act 1995
- (e) Care Standards Act 2000
- (f) Data Protection Act 1998

25. Change of Post-holders

25.1 The User agrees to notify the Governors in advance if the person in the role of [Chairperson] or [Secretary] is to cease to hold that post and to provide the name of the new post holder and to enter into any assignment of this Agreement or a new agreement (at the Governors discretion) to give effect to the change in post -holder.

26. General

26.1 In this Agreement, references to legislation include all amendments, replacements or re-enactments and all regulations and statutory guidance given or made under the legislation.

AGREED by the Parties on the date set out at the start of this Agreement

.....
Signed by *[Insert Name of Chairperson]*

The Chair of Governors of the *[Insert name of School]*

.....
Signed by *[Insert Name]*

Chairperson of the User

.....
Signed by *[Insert Name]*
Secretary of the User



TRANSFER
OF
CONTROL

AGREEMENT
(AGREEMENT B)

This AGREEMENT is made on the day of
200

between:

- (1) The governing body of [*Insert name of School*] (“the Governors”), whose address is [*Insert Address*]

and
- (2) [*Insert Name of representative*] of [*Insert address*] and [*Insert Name of Representative*] of [*Insert Address*] the Chairperson and Secretary respectively of [*Insert name of organisation*], a registered charity number [*Insert Number*] (“the User”)

(together “the Parties”)

It is agreed as follows:

1. Aim

- 1.1 This is a Transfer of Control Agreement made under Schedule 13 to the School Standards and Framework Act 1998 (“the 1998 Act”).
- 1.2 The Governors enter into this Agreement in order to enhance the use of [*Insert name of School*] (“the School”) for the wider benefit of the community.
- 1.3 The User enters into this Agreement to further the provision of community facilities.
- 1.4 This Agreement sets out the arrangements, terms and conditions whereby the Governors transfer control of part of the School premises to the User.

2. Authorised representatives

- 2.1 For the School, [*Insert name of Representative*] or such other person who may be appointed in her place will manage the Agreement.

- 2.2 For the User, [*Insert name of representative*] or such other person who may be appointed in their place will manage the Agreement.

2.3 Each party to this Agreement will notify the other in writing of any changes to the person or address of the authorised representatives.

3. Transfer of Control

3.1 The Governors agree to transfer to the User control of [*Set Out Area*] or [that part of the School premises shown edged red on the plan annexed to this Agreement] ("the Premises") from [*Insert date when transfer is to start*].

3.2 The User's control of the Premises ("the Period of Control") will be as follows:
[*Insert days and times of transfer etc*]

3.3 This Agreement is made with the consent of Brighton & Hove City Council ("the Council") under paragraph 2(2) of the School Standards and Framework Act 1998 ("the 1998 Act").
[*NB foundation schools will need the consent of the Secretary of State if the transfer of control is to take place during school hours*].

3.4 The provisions in clause 13 of this Agreement for the occasional control by the Governors replace the standard provisions for such control which are set out in Schedule 13 of the 1998 Act.

3.5 Words and phrases used in this Agreement will where appropriate have the meanings given to them in the 1998 Act.

4. Period of Agreement

4.1 This Agreement will start on the date set out at the top of the first page of the Agreement and remain in effect until [*Insert end date of Agreement*] ("the Term") unless ended earlier under clauses 6, 7 or 10.

5. Permitted Use

5.1 The User may use the Premises during the Period of Control for the purpose of the provision of [*Set out what the Premises can be used for*] ("the Permitted Use") [in accordance with the terms of registration imposed from time to time by the registration authority under Part X of the Children Act 1989] [*Delete reference to Children Act if not applicable – refers to childminding and day-care for young children*]

6. Ending the Agreement

6.1 The Governors may end this Agreement by giving the User [*Insert period of notice*] written notice to expire at any time.

6.2 The Governors may end this Agreement immediately by notice given by them:

6.2.1 if at any time any payment due under this Agreement remains unpaid for more than [28 days] after becoming due

6.2.2 if the User fails to remedy any breach (capable of remedy) of any of the stipulations and conditions contained in this Agreement after being required to remedy such breach by [28 days] notice in writing

6.4.3 if the User breaches any of the stipulations and conditions in this Agreement which is in the opinion of the Governors incapable of being remedied and the Governors state this in a notice given by them.

6.4.4 in extreme cases the governors may terminate this agreement summarily without notice and the user's attention is specifically directed to paragraph 8 of this agreement below.

6.5 The User may end this Agreement at any time by giving three months written notice to the Governors.

6.6 [*Charges for late cancellation?*]

7. Fee

7.1 The User agrees to pay to the Governors a fee for the use of the Premises during the Period of Control ("the Fee") as follows:

7.1.3 The Fee will be the sum of £[*Insert sum*] per [*Insert period*] payable in advance/arrears (**delete whichever does not apply**).

7.1.4 The Fee may be varied by the Governing Body at [*Insert reasonable period e.g. annual*] intervals from [*the date of this Agreement / 1 April each year?*]. The Governors will give 28 days notice in writing of a variation to the Fee. If the User does not wish to accept the Fee variation then it may give 28 days notice in writing (before the Governors notice runs out) to end the Agreement and in the intervening period the then current Fee will continue to apply.

[*There should be a nominal fee of £1 even if 'no charge' in order to provide necessary consideration for other terms and conditions of the contract*].

9. Child Protection

9.1 In addition to the User's liability in respect of health and safety concerns referred to at paragraph 9 and elsewhere in this agreement, the User specifically undertakes to ensure suitable arrangements are in place in regard to safeguarding children and child protection including allowing the Governors and/or the Council access to their Child Protection Policy (if applicable). The User specifically undertakes to ensure that all staff who have contact with children have a current enhanced CRB disclosure certificate and undertakes recruitment of staff and volunteers in line with Safer Recruitment principles.

9.2 In addition to the general right of termination set out at paragraph 6, the governors specifically reserve the right to terminate this agreement with immediate effect if the user does not have the arrangements referred to at paragraph 8.1 in place, and fails to take immediate steps to put them in place. In such circumstances the governors will not be liable for any loss financial or otherwise incurred by the user.

9. Health and Safety Conditions

For the duration of the Period of Control the User must ensure the following:

- a) Normal emergency procedures are followed.
- b) a First Aid Kit is provided.
- c) No School equipment is used save for that agreed between the parties and annexed to this Agreement.
- d) Familiarity with emergency equipment, such as fire extinguishers, alarms, mobile telephone and first aid facilities.
- e) An emergency evacuation procedure is established. This will detail who will be responsible for taking control, calling emergency services and where to assemble. Consideration must be given to the needs of disabled participants. Fire practice must be undertaken on a half-termly basis
- h) Facilities and equipment (if made available) are used in a responsible manner, an orderly way and for the purposes for which they are hired and do not compromise the safety of the users or the Premises and equipment.

This includes ensuring that:

- Alcohol is not consumed without express permission of the Governors and the necessary licence being obtained prior to the commencement of the Term.
 - Emergency exits, fire extinguishers, alarm points are not obstructed.
 - Adequate walkways are available to allow free and easy access and egress.
 - No gas cylinders or canisters are used inside the Premises or on School grounds
 - Combustible materials are not placed adjacent to heat sources
 - Equipment is used for the purpose for which it was designed.
 - Electrical equipment is PAT tested and complies with the British standards then applicable
 - Flammable or hazardous substances are not to be used.
 - No open fires, candles or unauthorised electrical equipment will be used on the Premises.
 - The number of persons using the Premises shall not exceed the number advised by the User and authorised by the Governors.
- i) Furniture, instruments or equipment belonging to the User may be left or stored on the Premises if stored safely [*Or insert alternative arrangements*]
 - h) The Premises and School premises must be vacated on time at the end of the Period of Control and left in a clean and tidy condition and the Premises must be cleaned thoroughly (including toilets) on a weekly basis.

10. Damage to Property

- 10.1 The User undertakes either to make good or to reimburse the Governors for the cost of making good (as the Governors direct) any damage to the property of the Governors, the School or the Council caused by the User, their staff, visitors or clients.

11. Liability of the Parties and Indemnity

- 11.1 Except in so far as the Unfair Contract Terms Act 1977 requires otherwise neither the Council nor the Governors will be liable for any injury (including injury resulting in death) or damage to or loss of property, which may occur to, or be sustained by the User, their assistants, employees, volunteers or agents, children attending any session or others entering the

Premises (with the exception of death or injury which may occur by reason of the negligence of the Council or the Governors or their servants or agents acting within the scope of their authority).

11.2 The User must indemnify and keep indemnified the School, the Council, and their employees and agents from and against all actions, claims, proceedings, costs, damages, liabilities and expenses in respect of injury to any persons (including injury resulting in death) and damage to and loss of property which may arise from, or in consequence of, the exercise or purported exercise of the hiring (with the exception of death or injury which may occur by reason of the negligence of the Governors or the Council or their employees or agents acting within the scope of their authority).

12. Insurance

12.1 The User must maintain public liability insurance in the sum of £5 million pounds per claim *[and employers liability insurance (where applicable) in the sum of £10 million pounds per claim]*.

12.2 The User must pay all premiums or other costs arising in the provision of such policies of insurance referred to in clause 12.1 above and ensure that the policies or certified copies are produced to the Governors if requested.

13. School Security

13.1 The Governors agree to make arrangements for the Premises to be opened and locked after each Period of Control and the User agree to notify the Governors or their Authorised Representative where any session is to start late or end early.

14. Temporary Unavailability of Premises/Control by the Governors

14.1 The Governors may give verbal notice to the User that the Premises are temporarily unavailable and will be controlled by the Governors in the following instances:

- (a) where the School is closed for any reason;
- (b) where the Premises are in the Governors opinion unsafe to be used by the User;
- (c) where there are emergency circumstances which require the use by the School of the Premises.

14.2 The Governors may give *[Insert reasonable period of notice]* notice in writing that the Premises are to be temporarily unavailable to the User where the Premises are required by the Governors and will state in such notice the period during which the Premises are to be unavailable.

15. Access and Car Parking

15.1 *[Insert access and car parking arrangements, referring to a marked plan if appropriate]*

16. Nuisance

16.1 The User must not (and must ensure that any person entering the Premises during the Period of Control does not) cause any nuisance or disturbance to the Governors or the School or neighbours.

17. Additions and Alterations

17.1 The User will make no alterations or additions to the Premises without the prior written consent of the Governors.

18. Contract (Right of Third Parties) Act 1999

18.1 Nothing in this Agreement will give directly or indirectly to any third party any enforceable benefit or right of action against the Parties and such third parties will not be entitled to enforce any term of this Agreement. This is the case notwithstanding the provisions of the Contracts (Right of Third Parties) Act 1999.

19. Licence

19.1 The Parties agree that this Agreement is a licence and does not create a tenancy between the User and the Governors or the Council.

20. Disputes

20.1 The Parties will use their best endeavours to resolve by agreement any dispute between them with respect to any matter relating to this Agreement.

20.2 If either Party considers that the other has failed to comply with the terms of this Agreement, then the following will happen:-

20.2.1 The matter will be discussed at a meeting between the Parties within 14 days.

20.2.2 If not resolved by the process set out at 20.2.1, then a meeting is to be arranged between the Parties and a representative of the Council. Again this may be called at the request of either Party and must take place within 21 working days.

21. Assignment and Sub-hiring

21.1 The User must not assign or sub-hire the whole or any part of the Premises.

22. VAT

22.1 If any supply made or referred to in this Agreement is or becomes chargeable to VAT, then the Party receiving the supply ("the Recipient") will, in addition, pay the Party making the supply, ("the Supplier") the amount of the VAT, against receipt by the Recipient from the Supplier of a proper VAT invoice for the supply.

23. Notices

23.1 To give notice under this Agreement, a letter must be delivered personally or sent by pre-paid first class post to the address below or to any other address given in writing. A notice delivered by hand is served when delivered and a notice sent by first class post is deemed served 48 hours after posting.

School Address: *[Insert Address]*

User Address: *[Insert Address]*

24. Statutory compliance

24.1 Each Party warrants and undertakes to the other that it will comply with all laws, rules, regulations, decrees and other ordinances issued by any supra-governmental, governmental, state or other authority relating to the subject matter of this Agreement and to the performance by the Parties hereto of their obligations under this Agreement. This includes but is not limited to complying with the following statutes and any other similar legislation as and when it becomes effective:

- (g) Health and Safety at Work Act 1974
- (h) Race Relations Act 1976 and the Race Relations (Amendment) Act 2000
- (i) Sex Discrimination Act 1975
- (j) Disability Discrimination Act 1995
- (k) Care Standards Act 2000
- (l) Data Protection Act 1998

25. Change of Post-holders

25.1 The User agrees to notify the Governors in advance if the person in the role of [Chairperson] or [Secretary] is to cease to hold that post and to provide the name of the new post holder and to enter into any assignment of this Agreement or a new agreement (at the Governors discretion) to give effect to the change in post-holder.

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26.1 In this Agreement, references to legislation include all amendments, replacements or re-enactments and all regulations and statutory guidance given or made under the legislation.

AGREED by the Parties on the date set out at the start of this Agreement

.....
Signed by *[Insert Name of Chairperson]*

The Chair of Governors of the *[Insert name of School]*