

Woodthorpe J.I. School

Lettings Policy

Conditions for the hire of school accommodation

1. Interpretation
2. In these conditions, the Governing Body means the Governing Body of Woodthorpe School; the Site Representative means the Headteacher of the school; the Function means the purpose for which the accommodation is hired; the hired premises means the part of the accommodation hired, and the hirer means the person in whose name the premises are hired and who shall be present throughout the duration of the function. (For the purposes of applications made by young persons under the age of 18, the name of the guarantor, who will be regarded as the hirer, shall be required)
3. Bookings
 - I. All applications for the hire of accommodation must be made on the appropriate application form to be submitted to the Site Representative not less than 15 clear days before and no more than 12 months in advance of the date of the function.
 - II. Applications from young persons under the age of 18 shall include the name, address and signature of the guarantor who shall be resident in the City of Birmingham and over the age of 18.
 - III. Use of the premises for school functions shall take priority over lettings.
 - IV. Preference will be given to those groups who either support the school or the community it serves.
 - V. The Transfer of Control Agreement Application Form must be completed and returned to the school office with copies of the relevant documentation.
4. Transfer of Control Agreement
 - I. Following completion of the Transfer of Control Agreement Application Form, the checklist will be documented to ensure that all relevant paperwork had been provided by the hirer.
 - II. Both parties will be required to sign the Transfer of Control Agreement before the hirer can use the premises.
5. Insurance
 - I. As a condition of hire, the hirer must have public liability insurance cover in the name of the hirer and this must be in force during the period of hire.
6. Deposits
 - I. A returnable deposit of £100 for social functions at which food and/or drink is to be served, or 50% of the hire charge for all other functions, must accompany the application. The deposit will be returned to the hirer in full within 14 days after the function, subject to the hired premises being left to a required standard.
7. Charges
 - I. Standard charges will be £50 including VAT per hour – this includes caretaker costs. The Governing Body reserve the right to alter charges without notice. The charge payable shall be that applying at the time of the hiring NOT at the time of the application.

- II. The full hire charge shall be paid not later than the date of the function. Any further charges which may become payable as a result of the hiring period being exceeded, or for any other reasons, shall be paid within 7 days of the function.
 - III. The Governing body reserve the right to allow free use of the facilities for groups who raise funds to support the school including Woodthorpe Friends.
 - IV. Charges for the before school and after school club 'Woodies' will be set at the start of each new school year and agreed for the next 12 months.
8. Cancellation
- I. The Governing Body reserve the right at any time to refuse, or cancel any function, without assigning a reason and will agree, in such circumstances, to fully reimburse any monies received from the hirer.
 - II. The hirer may cancel an application upon written notification to the site representative which must be received by not later than 14 days before the date of the function. The hirer will in such circumstances be liable to a payment of 25% of the charges applicable for the function. In the event that no notification is received within the time specified, the full charges will remain due.
9. Restriction of use
- I. The use of hired premises shall be restricted to those areas for which specific approval has been given and to those times specified in the hirer's application. Use of the premises' furniture, apparatus and other equipment will be subject to the prior approval of the site representative.
10. Assignments
- I. The hirer shall not assign or sublet the permission to use hired premises or the facilities within them.
11. Indemnification
- The hirer shall indemnify the Governing Body against:
- I. Any damage done to the hired premises, furniture, fittings, apparatus, appliances or other property whatsoever during the period of the function or arising as a result of such function and the expenses of making good such damage.
 - II. Any accidents, loss, injury (including death) or damage whatsoever sustained by any person or thing on the hired premises during the period of the function or arising as a result of the function.
 - III. Any infringement of copyright arising from the function.
 - IV. Any costs, claims or demands arising from the above.
12. Intoxicants and other licences
- I. The sale of alcohol or intoxicants is prohibited.
 - II. Public performance of music or dancing, stage or cinematograph exhibitions. In such cases approval for the use of the hired premises shall be subject to the appropriate licence(s) being granted and to the inspection of the licence(s) by the site representative prior to the function.

- III. The hirer shall be responsible for obtaining all appropriate licences and for the payment of all appropriate fees.
- IV. The hirer shall ensure that the consumption or issue of intoxicants ceases not later than half an hour prior to the agreed end of the hiring period.

13. Prohibitions

- I. No bolts, nails or tacks are driven into any part of the hired premises or the furniture thereof.
- II. No wax or powder is placed on any floor.
- III. Inflammable materials and articles of an explosive nature are not allowed on the hired premises.
- IV. Animals are only allowed with the permission of the site representative upon booking.
- V. No alteration, addition or variation is made by the hirer to the lighting, or to other electrical installations (except by prior permission of the site representative), heating, fittings fixtures or other arrangements of the hired premises.
- VI. No butane or calor gas canisters and no articles which are dangerous or offensive are brought onto the premises.
- VII. No cooking of food shall take place without prior permission of the site representative upon booking.
- VIII. No furniture, apparatus or appliances are delivered to the hired premises, by or on behalf of the hirer, or unloaded, placed in position and removed by the hirer, or person employed by the hirer, for such purposes unless with the written agreement of the site representative upon booking.

14. Conduct

- I. The hirer shall be present at all times during the functions and be responsible for the maintenance of good order, with special attention being paid to:-
 - II. The behaviour of those in attendance
 - III. The interests of residents in the neighbourhood so that they are not disturbed or caused any inconvenience.
 - IV. Other functions being held elsewhere in the hired premises so that they are not interfered with.
 - V. All those in attendance vacating the premises in an orderly manner and by the finishing time as stated on the application form.

15. Car Parking

- I. The parking of motor cycles, cars, lorries etc. is only allowed in the car park and not on the playground, and shall be subject to the agreement of the site representative and permitted only on condition that:-
 - II. Any persons bringing such vehicles onto the premises, do so at their own risk and that they accept responsibility for any damage caused to, or injury to any person, or the property of the Governing Body by such vehicle, or the presence of such vehicles on the Governing Body's premises.

III. The hirer shall maintain at all time, adequate means of access to fire appliances and other emergency vehicles and shall provide stewards, as determined by the site representative, for this purpose.

16. Catering

I. Any requests for the use of catering facilities should be made to the site representative at the time of booking.

17. Smoking

I. This is not allowed on the school premises.

18. Health and Safety

The hirer shall:-

- I. Comply with all safety directives issued by the Governing Body and site representative.
- II. Ensure that all passages, exits and stairways in the hired premises, are kept clear during the hire period.
- III. Ensure that the number of persons admitted to the hired premises does not exceed 100 adults, the maximum determined by the Governing Body to comply with safety standards (details of the numbers permitted will be given by the site representative)
- IV. Complete & return risk assessment documents issued by the Headteacher
- V. Ensure that all occupants are aware of the fire safety evacuation information.

The hirer shall not:-

- I. Introduce equipment for use in the hired premises, alter fixed installations, alter or remove fire and safety notices or equipment, or otherwise take any action which may create a hazard, without prior permission of the site representative.
- II. Intentionally or recklessly interfere with or misuse anything provided in the interests of health safety and welfare.

19. Right of Entry

I. The Governing Body reserve to the site representative and such other persons that may be duly authorised by him/her the right of free and unimpeded entry at all time to the hired premises.

20. Children and Young Persons Act 1933

I. The hirer shall comply with the requirement of section 12 of the Children and Young Persons Act 1933 (printed at the end of this policy)

21. Cleaning

II. The hirer shall be responsible for ensuring that the hired premises are left in the same condition as they were found. The Governing Body reserves the right to undertake an inspection following the function and to deduct from the hirer's deposit, as appropriate, or levy such charges as may be deemed necessary to reinstate the hired premises to a required standard.

22. Right of Free Speech

- I. The Governing Body endorse the principle of firm adherence to the right of free speech and reasonable access to public platforms for the purpose of that right, subject to the overriding need to ensure the safety of the buildings and public and to avoid the fomenting of racial hatred and discrimination. Accordingly, the right is reserved to refuse applications for the hire of the premises for a purpose or by an organisation where there is cause for apprehension that there might be a breach of the above policy.

- II. The City Council is not prepared to let land or buildings where it is satisfied that the safety of buildings and the public cannot be ensured; that the use will foment racial hatred or discrimination; that the use is by the Unification Church (no matter in what name an application is submitted); or that the use is by anti-democratic or neo-fascist groups or supporters of terrorism in general.

23. Site Representative

- I. All decisions made by the site representative shall be final. Any breach of these conditions of hire will be deemed sufficient cause for cancellation of the hiring.

24. General

- I. In the event of any matter arising in connection with the letting of hired premises which is not covered by these conditions, the Governing Body shall have full power and authority to deal with the same in such a manner as it may deem advisable.

CHILDREN AND YOUNG PERSONS ACT 1933 – SECTION 12 – reprinted

Where there is provided in any building an entertainment for children, or an entertainment at which the majority of the persons attending are children, then, if the number of children attending the entertainment exceeds 100, it shall be the duty of the person providing he entertainment to station and keep stationed wherever necessary a sufficient number of adult attendants, properly instructed as to their duties, to prevent more children or other persons being admitted to the building, or to any part thereof, than the building or part can properly accommodate, and to control the movement of the children and other persons admitted while entering and leaving the building or any part thereof; and to take all other reasonable precautions for the safety of children.

If any person on whom any obligations is imposed by this section fails to fulfil that obligation, he shall be liable, on summary conviction, to a fine not exceeding level 3 of the standard scale.

The Rights of Every Child

Woodthorpe JI School uses the U.N. Convention of the Rights of the Child to ensure that every policy supports the improvement of life chances for children.

Signed

Approved: 6 September 2018

Review: Annually

TRANSFER OF CONTROL AGREEMENT APPLICATION FORM**1. Your Details:**

Name:

Address:

Date of Birth:

Tel:

2. Is the application for: (please circle)

A) a company/ business

B) a charity

C) other organisation (please specify).....

D) you, the individual completing the application form

3. Organisation Details:

(Please complete if you answered A, B or C above)

Name of organisation:

Registered Number:

Address:

Tel:

What is your association with the organisation? (please circle)

A) an employee (please state occupation).....

B) the secretary

C) the treasurer

D) the owner

E) a partner

F) other (please give full details).....

4. Purpose

What is the purpose of the hire (i.e. what activities will be undertaken)?

5. Insurance Requirements***Essential:***

Is there Public Liability insurance (to a minimum of £5 million) which adequately covers the proposed activities? (Yes/ No)

If required:

Is there Employee Liability insurance (to a minimum of £10 million) which adequately covers all employees? (Yes/ No)

Please provide a copy of the insurance policy schedules as evidence
(Please note the insurance policy schedules should be in the name of the contracting party i.e. the name of the organisation. The schedules should only be in the name of an individual if you answered D to question 2).

6. Accommodation

What accommodation is required for the hire?

7. Dates and Times

What are the dates and times required?

8. Facilities

What facilities will be required? (e.g. toilets, entrances/ exits, kitchens, car parks etc):

9. Attendees

Approximately how many people will be attending?

What is the age range of those attending?

10. Qualifications

Please list the qualifications required to deliver the activity/ service:

-
-
-
-
-

Do the provider(s) have first aid certificates? (Yes/ No)

Please provide copies of qualifications for all providers as evidence. All qualifications must be in date.

11. Health and Safety

Are there generic risk assessments which cover the activities which will be undertaken?

Please provide a copy as evidence

Please note that if this application is successful the risk assessments should be reviewed to assess the environment/ location where the activities will be held.

12. Vulnerable Groups

Please provide evidence of the following documents if delivering activities/ services to vulnerable groups:

Safer recruitment checks – required for all providers

- Current Enhanced DBS – number, date and clearing house
- Right to work in the UK
- Identity

Safeguarding Training – required for all providers

- Introduction to Working Together to Safeguard Children/ Awareness Raising in Child Protection (as appropriate) – must have 6 months left to run on training
- Certificate of attendance at Safer Recruitment Training (as appropriate)

Safeguarding Procedures including:

- Contingency arrangements for emergencies
- Child protection policies
- Correct ratio of child to adults
- Procedures for waiting with children until parents pick them up
- First aid Training certificates

FOR SCHOOL USE ONLY :

Date Application Received:

Date Application Reviewed:

Application Approved? (Yes/ No)

Reason why application was not successful:

Transfer of Control Agreement (TOCA)

INTRODUCTION

Governing Bodies control and are responsible for school premises both during and outside of school hours. The exception to this exists if a Governing body has entered into a “Transfer of Control Agreement” with another party.

A Transfer of Control Agreement (TOCA) is the way in which the Governors can permit a third party to use part of school premises by transferring control of that area to the third party for a given period of time. It does not create a business tenancy

A TOCA creates legal rights and responsibilities and so the parties need to consider whether they should take independent legal advice about entering into it. The individuals signing on behalf of the ‘User’ may be taking on personal liability by doing so.

The precedent TOCA is intended to set out standard terms which governors and third parties might consider adopting, with spaces for information that the Governors and the third party can add based on what they have agreed. These Notes provide guidance on the standard terms and the areas where the parties need to add extra information.

NOTE 1 THE – PARTIES

The “User” is the legal entity in which Woodthorpe J.I. School is contracting with i.e. a registered commercial organisation or charity.

If the User is an organisation, the name of the organisation, registered address and registration number should be stated as the contracted party.

If the User is not a registered organisation (i.e. partnership or club) it is important to set out the name and address of the individual who is authorised to sign the agreement on behalf of the User.

If the User is an individual, set out their name and address.

NOTE 2 THE - TRANSFERRED AREA

It is useful to attach a plan to the TOCA marking the area that is being transferred. If this is not possible, define the transferred area as clearly as possible to avoid confusion. It is also important to set out what additional areas the user can have access to, such as toilets and changing rooms and to indicate if any particular routes need to be taken.

NOTE 3 – LOCAL AUTHORITY CONSENT

The Governing Body needs to obtain the consent of the Local Authority before agreeing to the transfer.

NOTE 4 NOTICE PERIODS

There is no set period of notice that must be given so the Governing Body and the User can decide this between themselves. However, it is important that notice periods are reasonable.

NOTE 5 – THE FEE

Set out any other arrangements that the parties have agreed, for example, method of payment or day of week for payment.

If the Governing Body is not charging a fee, include a nominal amount (E.g. £1) so that the other terms and conditions can still be legally binding on the parties.

NOTE 6 – HEALTH AND SAFETY ARRANGEMENTS

Set out any specific arrangements that the parties have agreed, for example, in relation to equipment that the Governors are permitting the User to make use of.

NOTE 7 – INSURANCE

The insurance policies must be in the name of the User as stated in the contract. Where the arrangements are complex or unusual it is sensible to check with the Council's Insurance Section that the insurance cover is adequate.

NOTE 8 – VAT

If in doubt, seek advice on this clause and the applicability of VAT to the arrangements.

NOTE 9 SIGNING THE TOCA

To formally complete the TOCA, both parties need to sign it. Normally, the TOCA should be dated with the date that the last party signs it, as this is the date on which the agreement is made. The date of the agreement is set out at the start of the document.

10 – POLICIES AND PROCEDURES

There are a number of policy/ procedure decisions to consider when developing a TOCA. The following should be included in the TOCA agreement:

- Description of the staffing arrangements during the let
- Description of the employment arrangements
- Contingency plan for school closure (both temporary and permanent)
- Safeguarding protocols
- Equal opportunities policies
- Restrictions/ priorities for particular user groups
- Health and safety responsibilities
- Financial charging arrangements for management and overhead costs
- Data protection, confidentiality and records retention.

TRANSFER OF CONTROL AGREEMENT CHECKLIST

Information for Schools/Governors:

- Governors have Lettings Policy in place
- Intended use meets with Lettings policy
- Facilities identified for hire can be let to the third party with no impact on school service delivery and can be accessed without interaction with school children (unless after school provision)
- Consult with Property Services to assist with the development of the agreement

Information Required for Transfer of Control Agreement

- What time is the facility to be hired out?
- What access is required for the hire i.e. toilets/entrances/exits/kitchen?
- Which areas of the school can be securely locked to ensure the school is secure but whilst still maintaining fire exits
- Fee Level to be assessed
 - Are there any additional costs directly relating to letting i.e. caretaker overtime
 - What are costs of the facilities – contribution to utilities/cleaning. This can be assessed by Property Services
 - Is there a fee to be charged on top of the costs as a profit?
- When the information below is collated and copies held a transfer of control agreement can be completed and issued to hirer along with Building Health and Safety information
- Signed agreement is to be kept on file with copies of documentation and reviewed annually

Evidence Required from Hirer

- Copies of the following are held:
 - Public Liability Insurance minimum of £5million
 - Risk Assessments
 - Safer Recruitment Checks
 - Current Enhanced DBS – number, date and clearing house
 - Right to work in UK
 - Qualifications relevant to service delivery
 - Identity
 - Safeguarding Training
 - Introduction to Working Together to Safeguard Children/Awareness Raising in Child protection (6months minimum left to run on training), whichever is the most appropriate for particular job roles (for childcare provision speak to your assigned Childcare Development Officer.
 - Certificate of attendance at Safer Recruitment Training for those members of staff with Recruitment and Selection responsibilities.
 - Safeguarding Procedures (incl. but not limited to);*
 - Contingency arrangements for emergencies
 - Child protection policies
 - Correct ratio of child to adults i.e. minimum 2 adults
 - Group/hirer responsible for children until parents pick them up
 - First Aid and Health and Safety Policy
 - Emergency Contact Details
 - First Aid Training certificates
 - Recruitment and Vetting procedure for those organisations responsible for the recruitment of staff.

*only relevant when hirer is dealing with Vulnerable Groups

TRANSFER OF CONTROL AGREEMENT

This **AGREEMENT** is made on **[Insert Date]**

between:

(1) **[Insert name of Governing Body]** of **[Insert name of School]**

and

(2) Delete as appropriate:

(i) If User is a company, business or charity:

[Insert name of the organisation]

[Insert registered address]

[Insert registration number]

**for childcare please include Ofsted Registered Name*

(ii) If User is an unregistered organisation e.g. group, association, partnership:

[Insert name of individual authorised to sign the agreement]

[Insert address of authorised individual]

On behalf of **[Insert name of the organisation]**

(iii) If User is not acting on behalf of an organisation

[Insert name of individual]

[Insert address of individual]

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]** 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 person on behalf of school who will manage/monitor the agreement]** or such other person who may be appointed in her place will manage the Agreement.

2.2 For the User, **[Insert Name of person on behalf of the organisation]** 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 [state which areas of the school the agreement will cover, include outdoor spaces] from [Insert date/time on which the agreement will commence] to (date/time it will end]

3.2 The User's control of the Premises ("the Period of Control") will be as follows:

Weekends and school holidays: 9.00am to 6.00pm Monday to Friday
School hall and toilets

Woodies: 7.30am to 8.55am Monday to Friday
Art room, ICT room or Study room; school grounds; and
Year 3 and 4 toilets

3.3 This Agreement is made with the consent of Birmingham City Council under paragraph 2(2) of the School Standards and Framework Act 1998 ("the 1998 Act").

3.4 The provisions in clause 14 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.

3.6 The Council of the City of Birmingham and the Governing Body retain the right to vary the hours stated within this agreement and that the premises identified to be used may be varied to comparable space within the School as the Governors may designate from time to time.

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 for this current agreement no more than one year] ("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 [Insert purpose of the provision e.g. *Childcare, Holiday Clubs, Extended Services Activities* ("the Permitted Use") [in accordance with the terms of registration imposed from time to time by the registration authority under Part XA 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 three months 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 calendar months written notice to the Governors.

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:

7.1.1 The Fee will be the sum of £50 per hour payable in advance.
Woodies will pay the sum of £5 per day.

7.1.2 The Fee may be varied by the Governing Body at annual intervals from the date of this Agreement. 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.

8. Safeguarding and Child Protection (See Transfer of Control Agreement Checklist)

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 with regard to safeguarding children, vulnerable adults and child protection in line with the requirements of the Children Act 1989 & 2004, Education Act 2002, Safeguarding Vulnerable Groups Act 2006, and the guidance set out in the 'Keeping Children Safe in Education' (May 2014) as well as adhering to Birmingham Safeguarding Children's Board Procedures and all other relevant legislation and any relevant legislation that supersedes this existing legislation.

For childcare provision all policies and procedures including safeguarding must be in line with the requirements of both the Early Years and Childcare Registers as well as adhering to Birmingham Safeguarding Children's Board Procedures.

For Extended Service Provision where the provider is working with children, the user must adhere to safeguarding and safer recruitment requirements and provide the school with evidence of safer recruitment checks i.e. identity, qualifications suitable for the activity, DBS enhanced check (number, date and clearing house), right to work in UK, safeguarding training certificate from a legitimate awarding body e.g sporting bodies, safeguarding policies with procedures for providers working with Children and Young People the policies and procedures need to be ratified by Birmingham Safeguarding Children's Board (BSCB).

For any service delivery Safer Recruitment practices must be in evidence and anyone in the organisation responsible for recruiting staff, students or volunteers must attend Safer Recruitment training.

(For childcare provision only please delete the following statement if not appropriate)

There is also a requirement for childcare provision staff with Designated Person responsibility to follow the training pathway for the Designated Person Role in schools – 4 day training:

- Designated Senior Leader for Child Protection (Health Education Service)

Woodthorpe J.I. School requires that the Extended Service Provision has:

- Passed due diligence checks conducted by the school to eliminate any risks around extremist links
- A safeguarding policy that is accessible to staff, parents and pupils
- An identified Safeguarding lead
- All staff have received a safeguarding briefing and understand their role in keeping children safe
- All staff have had appropriate DBS clearance
- The Childcare by disqualification requirements are met as appropriate
- That the identified lead is aware of how to make a referral to Social Care (CASS) and or the Police when concerns are raised
- An incident log is maintained and documentation complete in line with the agencies policy
- That the identified lead liaises closely at the earliest opportunity with the School DSL if a safeguarding issue arises.

8.2 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) Health and Safety requirements in relation to the Early Years and the Childcare Register are followed. Delete as appropriate
- c) Risk assessments are carried out, recorded and updated.
- d) A First Aid Kit is provided.

- e) A member of staff with a paediatric first aid/first aid certificate (~~delete as appropriate paediatric first aid is only a requirement for childcare on the Early Years register~~) is on the premises at all times during opening hours.
- f) Any equipment brought onto the school premises must be approved by the school.
- g) All staff are familiar with emergency equipment, such as fire extinguishers, alarms, mobile telephone and first aid facilities.
- h) 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 halftermly basis and records kept as evidence.
- i) Facilities and equipment (if made available) are used in a responsible manner, in 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
- 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.

- f) Furniture, instruments or equipment belonging to the User may be left or stored on the Premises if agreed by the Headteacher.
- g) All conditions of the Woodthorpe J.I. School's Lettings Policy are adhered to.
- 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 daily basis.
- i) Consumable resources e.g. photocopying, renting are paid for by the hirer.

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 Birmingham City 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 Birmingham City 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 Birmingham City Council or the Governors or their servants or agents acting within the scope of their authority).

The User must indemnify and keep indemnified the School, Birmingham City 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 Birmingham City 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 five million pounds per claim. The user must provide employer's liability insurance in the sum of ten million pounds per claim if so applicable.

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 three calendar months 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.

14.3 In situations where there is a temporary unavailability of premises or an interruption in the use of the premises then the Council of the City of Birmingham and the Governing Body are not liable to pay any compensation in respect of any losses, loss of profit or damages incurred

15. Access and Car parking

15.1 Staff may park in car parking spaces.

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.

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 Birmingham City 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 Birmingham City Council. Again this may be called at the request of either Party and must take place within 21 working days.

21. Assignment and Subhiring

21.1 The User must not assign or subhire 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 prepaid 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:

User 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 supragovernmental, 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:

- (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 Postholders

25.1 The User agrees to notify the Governors in advance if the person in the role of Director or Childcare Director 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. Loss

26.1 The Council of the City of Birmingham and the Governing Body does not accept any liability for loss or damage to property brought onto site by the user or any of its servants, agents and invitees howsoever caused.

27. General

27.1 In this Agreement, references to legislation include all amendments, replacements or reenactments 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
The Chair of Governors of [Insert Name of School]

.....
Signed by
[Insert Position]
Authorised signatory of [Insert name of Organisation]