



# Lettings Policy

Amended

Spring 2023

Adopted by Governing Body

Spring 2023

West Hove Infant School and Hove Junior School are committed to safeguarding and promoting the welfare of children and young people and expects all staff and volunteers to share this commitment.

## **SPECIFIC CONDITIONS GOVERNING THE LETTING OF SCHOOL PREMISES**

### **General Conditions**

- 1.1 Applications for the use of school premises must be made to the Headteacher, and responsibility for their approval should be in accordance with the school's Scheme of Delegation. Ultimately this responsibility rests with the School Governors. The person signing the application will be deemed to be the Hirer, and must accept responsibility for ensuring compliance with these conditions.
- 1.2 A written Lettings Agreement will be issued for all Letting Arrangements and must be signed by the individual or an authorised representative of the organisation responsible for the Letting. For regular Lettings Arrangements, these Agreements will be reviewed and re-issued every year.
- 1.3 The school reserves the right to cancel any letting if the accommodation is required for urgent official or academic business. In these circumstances, a refund will be made to the Hirer, but no other compensation will be offered.

The School reserves the right to forthwith cancel the agreement if, in the opinion of the School, damage may be caused to the Premises; or if by flood, tempest, storm, fire or other cause beyond the School's control the Premises is 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.

- 1.4 The school Caretaker is normally expected to prepare for lettings, to do any necessary cleaning afterwards and, in some cases where the school requires, be in attendance throughout the course of the letting. No payment should be made direct to the Caretaker, since he/she will be paid by the school.
- 1.5 No structural alterations to school premises, fixtures or fittings will be permitted and notices must be fixed only to the boards provided.
- 1.6 Suitable footwear must be worn so as not to damage the School floors. Nothing must be put on the floors that will change the property of the floor.
- 1.7 Members of the public must not be admitted to the school premises after 10.00pm.
- 1.8 Alcoholic liquor must not be sold nor consumed on the school premises unless specific approval has been given in advance by the Headteacher. If approval is given to the sale or consumption of alcoholic liquor, the Hirer must obtain the necessary licence, which must be produced to the Headteacher before the Hire / Letting takes place.
- 1.9 Occupancy limits must not be exceeded.

- 1.10 If the Hirer is planning any activity that might involve animals, e.g. donkey rides at a Summer Fete, the impact of this should be considered as part of the Risk Assessment for the activity.

### **The Hirer's Responsibilities**

- 1.11 The Hirer must comply with the new smoke free legislation, which came into effect on 1<sup>st</sup> 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.**

- 1.12 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, equipment use, 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/>
- 1.13 Hirers will be informed, at the time the application is approved, of the charge for the use of the facilities required.

Payment will be made in advance of the Letting. If there is any damage resulting from the Letting, or the need for caretakers/cleaners to work longer than expected after the letting, the Hirer will pay any subsequent account sent to him.

- 1.14 Any intention on the part of the Hirer to cancel a letting must be notified to the Headteacher at least one week before the letting is due to take place. In the event of the Hirer failing to give at least one week's notice, no reimbursement of hiring fee will be made and if preparatory works have already been undertaken the Hirer will have to cover the actual costs of these.
- 1.15 The Hirer must be in attendance at all times and must provide and exercise adequate supervision throughout the Hire to prevent:
- (a) Damage to buildings, grounds, fixtures, fittings 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.
- 1.16 Hirers are responsible for arranging their own insurance for any legal liability associated with the hiring of the property. This includes third party claims for injury or loss, and damage to school property caused as a direct result of the hiring. In respect of public liability insurance cover the Hirer shall affect a policy with an absolute minimum indemnity limit of **£10,000,000** in respect of any one incident. The Hirer will provide the School with copies of the necessary insurance certificates, on request.

- 1.17 Any Hirer working with children must provide the school with a copy of their child protection policy. The Hirer is responsible for Disclosure and Barring Service (DBS) checks for any of their staff / volunteers working with children and/or vulnerable adults.
- 1.18 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.
- 1.19 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.
- 1.20 School premises must be left clean, tidy and in a safe condition after use. The cost of any additional cleaning found to be necessary will be met by the Hirer. 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.

## **Fire Precautions**

- 1.21 The Hirer should be provided with a copy of the schools Emergency Evacuation Plan.
- 1.22 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.
- 1.23 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. Use of pyrotechnics and special affects are not permitted without express permission of the Headteacher, and are subject to specific risk assessment . Fire authority approval may also be necessary.
- 1.24 Seating, gangways and passages shall be provided as approved by the responsible person acting on behalf of the School.
- 1.25 All gangways, corridors, fire escape routes and external passageways intended for entrance and exit shall be kept entirely free from obstruction.
- 1.26 All exit doors must be accessible during the whole time the public are on the premises.

- 1.27 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 fire fighting equipment. Fire fighting equipment should only be used in life threatening situations and should only be used by trained people. The responsible person for the site should be consulted on any additional equipment necessary where stage performances or exhibitions are intended.

## **Materials**

- 1.28 Mats or other floor coverings shall be secured to prevent rucking, and any drapes over the exit doors shall be hung to prevent them trailing on the floor or obstructing the exits.
- 1.29 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, tealights etc.)
- 1.30 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.
- 1.31 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**

- 1.32 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.
- 1.33 All temporary installations shall be disconnected from the permanent installation immediately after the completion of the Hire.
- 1.34 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 (eg. School Playing Fields and Playgrounds)**

- 1.35 If there is any doubt as to the fitness of the ground the Hirer must consult the Headteacher who will make the final decision as to whether the ground may be used, before the letting takes place. In the event of the ground being deemed unfit for use immediately before a letting is due to take place, any letting charge already paid will be refunded, and any account due will be cancelled.
- 1.36 Hirers must be responsible for ensuring that everyone taking part in the lettings activities on the school playing fields and playgrounds, and all spectators, are properly and adequately supervised. Casual spectators not connected with the letting must not be admitted. Participants must have reasonable fitness to allow them to undertake the activity safely.
- 1.37 Stakes or similar must not be driven into the ground, unless permission has been specifically given.
- 1.38 Vehicles must not be driven over or parked upon the playing field at any time, in order to avoid extensive damage to the grounds leaving them unavailable for educational purposes. Vehicles must not be parked upon playgrounds unless permission has been specifically given.
- 1.39 Bonfires are not permitted without permission of the Headteacher. Use of pyrotechnics/ fireworks are not permitted without express permission of the Headteacher, and are subject to a specific risk assessment. Pyrotechnic/ firework displays should be undertaken by competent specialists and fireworks should be sourced from reputable suppliers. Fire authority approval may also be necessary.
- 1.40 No marking out of pitches may be done except by the authorised ground staff unless permission has been specifically given.
- 1.41 Playgrounds and playing fields must be left in a clean, tidy and safe condition after use.
- 1.42 Any loudspeakers must be moderated so as not to cause a nuisance.
- 1.43 Spiked boots/shoes must not be worn on any synthetic playing surface.
- 1.44 The Headteacher must be consulted in advance if there is any doubt about the interpretation of the above conditions.

## SPECIFIC CONDITIONS GOVERNING THE FINANCIAL ACCOUNTING

1. All letting agreement forms should be sequentially numbered, correctly authorised and accounted for.
2. An invoice should be issued for all lettings.
3. A receipt should be issued to the Hirer when 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.
5. Income, when processed in FMS, should be referenced to the relevant invoice number.
6. A credit note will be raised when a letting charge is cancelled upon instruction from the school.

### Letting charges:

Figures quoted below are for guidance\*

Classrooms	<b>£20</b> per hour
Hall	<b>£25</b> per hour – School Road, Portland Road and Holland Road <b>£20</b> per hour – Divided area Holland Road
Children's Centre	<b>£50</b> per hour
Playground	<b>£15</b> per hour (evenings)

Daily charge for after school and holiday clubs: - **£150** non term time and **£85** term time.

***\*The Governing Body reserves the right to amend the letting charge on a discretionary basis, at the Headteacher's authority.***

An opening fee of £15 and closing fee of £15 will be levied, in addition to above charges, to cover overtime paid to Caretaker when any part of the let occurs outside the working day of the Caretaker.

An additional charge will be incurred if the Let required the Caretaker to remain on the premises.

For overtime worked on any night between 6.30pm and 7am there will be a supplement of 20% of the employer's rate payable in addition to the overtime rate.

## **General conditions regarding school lettings**

### **Safeguarding**

Club leaders will:

- Complete and sign the school's Safeguarding Requirements Form (see Appendix).
- Attend relevant safeguarding/child protection training on an annual basis.
- Take registers at the beginning of each session and follow up any absences as appropriate.
- Have contact details for all parents/carers and liaise with them as required
- Report any concerns regarding the wellbeing of their children to a senior member of staff at the school as soon as possible following the club session
- Ensure they have up-to-date first aid training, a first aid kit and administer any basic first aid as required
- Supervise the children at all times
- Be aware of where children are at all times and only allow one child at a time to go to the toilet
- Ensure that children do not have any allergies to snacks given during the club session
- Make sure that children do not eat or drink in the school hall at any time
- Ensure that children leave the premises safely and with an appropriate adult
- Ensure that appropriate footwear and clothing is worn

### **Disability Equality Statement**

West Hove Infant and Hove Junior School are committed to promoting Disability Equality and equality of opportunity for pupils with learning difficulties. The hirer must ensure that anyone with a disability or learning difficulty has equal access as described below.

### **Equal Opportunities and Inclusivity**

- 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. All clubs must offer a free place to a pupil premium child. The school will reimburse the Hirer the full cost of this place.
- The Hirer is committed to the principle that any behaviour, language or action that creates discrimination or disadvantage is unacceptable and will be challenged.
- 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.
- 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.

- 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.

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

**Hirer:**

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

## **WEST HOVE INFANT AND HOVE JUNIOR SCHOOL**

### **Safeguarding Requirements Form for After School Club Providers and Other Contractors**

In order to ensure the safeguarding of our children we require a number of checks to be completed before you start your after school club or contract. These safeguarding checks are in line with statutory guidance (Keeping Children Safe in Education, September 2019). These checks must be completed for any of your employees who will work in our school and we need to know when you completed them. Please use the template provided to supply this information. You must notify us of any staff changes, providing confirmation of safeguarding checks at the same time. We will not allow anyone to work unsupervised in our school without this information.

The checks required are:

1. An identity check with 3 proofs of identity, more information is available at: <https://www.gov.uk/government/publications/dbs-identity-checking-guidelines>
2. Enhanced DBS check. (Certificate number and date of issue to be recorded)
3. Children's Barred List check (via DBS) (only if role involves 'regulated activity', i.e. regular opportunity for contact with children)
4. Prohibition from teaching (only if role includes teaching work)
5. Proof of the right to work in the UK.
6. A childcare disqualification declaration has been completed and signed (only if role includes childcare for under 8s or managing childcare provision).
7. Health check.
8. Overseas checks have been carried out if they have lived or worked abroad in the last five years, more information is available at: <https://www.gov.uk/government/publications/criminal-records-checks-for-overseas-applicants>
9. Proof that appropriate qualifications are in place.
10. Two professional references have been collected.

You must also sign to confirm that:

1. Either: You have received a copy of Hove Junior School's safeguarding and child protection policy which you have adopted and all your employees have read.  
Or: A copy of your own policy has been given to Hove Junior School office and has been accepted as appropriate. (delete as appropriate)
2. You have received a copy of Hove Junior School's staff behaviour policy/code of conduct which you and all your employees have adopted and read.
3. You and all your employees have read and understood Part 1 and Annex A in Keeping Children Safe in Education 2019.
4. Safeguarding and child protection training has been completed by your employees. This training will be updated every year.
5. Your staff will carry photo ID and understand that this will be checked by school staff.

Please sign, date and return this form to confirm that you have completed all the above mentioned checks.

**Name of Provider/Contractor:**

(type or print)

**Name of Owner/Manager:**

(type or print)

**Signature of Owner/Manager & Date:**

Name of Provider/Contractor						Date Information Provided to School				
<b>Safeguarding Pre-Employment Checks Made</b>	For Enhanced DBS include Certificate Number and Date of Issue. For all other checks include either date check completed or check not applicable, leave no gaps.									
Keeping Children Safe in Education Paragraph Reference 180 and:	138	138	124, 138	126, 134	138	136	138	138, 140	138	144-7
<b>Employee Full Name</b>	Identity Eg passport	Enhanced DBS Please provide number and issue date	Barred List (via DBS)	Prohibition from Teaching Yes/No or n/a	Right to Work in UK Please tick once completed	Childcare (Disqualification) Regulations 2018 Please tick once completed	Health Please tick	Lived/worked outside UK Yes/No	Professional Qualifications Please provide if relevant	Professional References Please confirm these have been completed

## Safeguarding Children Checklist

A checklist should be completed for each club

	<b>Safety requirement</b>	<b>In place</b>
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 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 have 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 B&H procedures? Is the provider adopting B& H 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 CRB 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 **[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 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 DBS 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 £10 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 No parking on site is available at any of the school sites.

**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**