

Spaxton Church of England School

High Street, Spaxton, Somerset TA5 1BS

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Premises Lettings Policy

Policy Reviewed	Next Review Due
July 2017	July 2019

The hiring of the school buildings (or school grounds) 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 building and grounds.

Criteria for the approval of requests for hire:

1. Applications received from the following groups will normally be approved automatically if there is sufficient availability. 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, school organised after school clubs).
- b) Local Community Groups which satisfy appropriate conditions relating to supervision and organisation.
- c) Language schools in so far as any request does not adversely affect the teaching and learning of pupils of the school.
- d) Adult educational courses.
- e) Requests from established Youth Groups (e.g. scouts, brownies etc).
- f) 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) Other non-Christian 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 will be sequentially numbered, correctly authorised and accounted for.
2. An invoice/statement of account will be issued for all lettings.
3. The invoice will act as a receipt for all payments received, including cash. Invoice will include a date-stamp to confirm paid.
4. All payments are to be made in advance of any premises hire taking place. Payments should be made electronically where able and all other forms of payment should go via the school office and the usual school finance procedures adhered to.
5. Income, when processed in FMS, should be referenced to the relevant invoice number.

Letting charges (community): figures quoted below are for guidance.

Classrooms	£15 per hour
Hall (minimum 2-hour hire required non-term time/weekends)	£20 per hour
Sports Field (track/pitches) term time 3.30-6.00pm	£10 per hour
Sports Field (track/pitches) non-term time/weekends	£40 all day
Weekly charge for part school/site (non-term time)	£180 per week

An opening/closing fee of £15 will be levied, in addition to above charges, to cover overtime paid to a designated keyholder when the let occurs after 6.30pm during term-time and at any time during the school holiday periods. An additional charge would be incurred if the Let requires a staff member to remain on the premises.

Letting charges (commercial): figures quoted below are for guidance.

Classrooms	£30 per hour
Hall (minimum 2-hour hire required non-term time/weekends)	£50 per hour
Sports Field (track/pitches) term time 3.30-6.00pm	£30 per hour
Sports Field (track/pitches) non-term time/weekends	£50 all day
Weekly charge for part school/site (non-term time)	£260 per week

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/gate 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.

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Spaxton CE VC Primary School

CONDITIONS GOVERNING THE LETTING OF SPAXTON PRIMARY SCHOOL

Agreement No: 00001

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

General Conditions

1. Applications for the use of the school's premises must be made to the Headteacher and responsibility for their approval rests with the School Governors. The person signing the agreement form will be deemed to be the Hirer, and must accept responsibility for ensuring compliance with these conditions.
2. 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. Please arrange to bring in a copy of your certificate of insurance for the sum of £5 million pounds per claim before your hire commences.
3. If working with children, please arrange to supply yours and any helpers' Disclosure and Barring Service Disclosures. Somerset County Council state that this must be current and have continuous active service as club/group leader.
- 4. Information about any special needs/dietary requirements for our records.**
 - It is the hirer's responsibility to ensure children do not have any allergies to snacks given during the club session.
- 5. 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 if running after school clubs.
 - 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.
 - Hirers must have a Child Protection Policy or agree to adopt the school's policy.
 - 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.

6. All documentation requiring completion and a signature must be completed, signed and returned to the school before commencement of hire.
7. No structural alterations to school premises, fixtures or fittings will be permitted and notices must only be affixed to the boards provided. No blu-tac, pins or sticky tape should be used on any paintwork or walls.
8. If it is intended to organise a public performance or entertainment, or performance of music, singing or dancing to which members of the public are admitted, Hirers are advised to consult the Headteacher in advance to ensure that the school premises adequately licensed for the purpose before submitting a firm application.
9. Footwear which is likely to cause damage to the activity hall and hall floors must not be worn.
10. Hirer's equipment must be PAT tested or this CANNOT be brought onto the premises.
11. Animals must not be brought on to the school grounds, playground or into the buildings, with the exception of guide dogs.
12. No smoking is permitted within the buildings or grounds of the school or children's centre.
13. 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 doors locked where applicable.
14. All information in relation to the school must remain confidential.
15. Any photocopying of leaflets must be undertaken by the hirer, if photocopying is required the school will charge 5p per copy black and white and 10p per copy colour.
16. 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.
17. Hirers must be responsible for ensuring that everyone taking part in the lettings involved in the school playgrounds, and all spectators, are properly and adequately supervised.
18. Casual spectators not connected with the letting must not be admitted.
19. Stakes or similar must not be driven into the ground, unless permission has been specifically given in writing.
20. Vehicles must not be parked upon playgrounds/fields unless permission has been specifically given.
21. Bonfires must not be lit, unless permission has been specifically given.

22. No marking out of pitches may be done except by the authorised grounds company unless permission has been specifically given in writing.

23. Playgrounds must be left in a clean and tidy condition after use.

24. Any loudspeakers must be moderated so as not to cause a nuisance and must be PAT tested.

25. For any activity or equipment which requires a risk assessment, the risk assessment must be completed by the Hirer and given to the Headteacher at least one week before hire.

Fire Precautions

1. The Hirer, or a responsible person nominated by them in writing, shall be in charge of and should remain on the hired part of the premises the whole time the premises are open to the public. It is the responsibility of the hirer to ensure that there is sufficient staff or competent attendants on duty on the premises during the full period of hire. The person in charge shall not be engaged in any duties which will prevent him/her from exercising general supervision of the premises and evacuation. THE HIRER SHALL ASCERTAIN AND COMPLY WITH ANY SPECIAL FIRE PRECAUTIONS REQUIREMENT CONTAINED IN MUSIC, SINGING AND DANCE, THEATRES, OR ANY OTHER LICENCES APPROPRIATE TO THE INTENDED USE OF THE PREMISES.

2. If anyone requires assistance in evacuating the building, a Personal Emergency Evacuation Plan (PEEP) must be submitted to the Headteacher at least one week before the letting takes place.

3. The maximum capacity of the school hall is dependent upon use and maximum capacity use must be agreed with the Headteacher in advance. Maximum numbers must not be exceeded.

4. All corridors and external passageways intended for exit shall be kept entirely free from obstruction and shall not be used as cloakrooms.

5. All exit doors shall be kept clear for safe exit during the whole time that the public are on the premises.

6. Doors and openings, other than exits, in sight of the audience, which lead to portions of the premises accessible to the public, shall have notices placed over them indicating 'No thoroughfare'.

7. Inflammable materials shall not be used for the decorations of the premises.

8. The Hirer shall ascertain the position of telephone, escape routes, fire alarm systems and firefighting equipment which shall be in the charge of some suitable person specially nominated for the purpose, who shall ensure that the appliance and equipment are always available for use. In the case of stall performances and exhibitions the local Fire Officer shall be consulted as to whether any special firefighting equipment should be provided.

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

Disability Equality Statement

Spaxton 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.

Signed (The Hirer) Date.....

Signed (The Headteacher)..... Date.....

Authorised YES/NO

Safeguarding Children Checklist

A checklist should be completed for each After School Activity

	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
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
4	Is the provider aware of the procedures to be followed if they think a child is being abused?	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 SCC procedures? Is the provider adopting SCC procedures	Y/N
6	Does the provider follow safer recruitment principles in appointing and vetting staff?	Y/N
7	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
8	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
9	Have references been checked?	Y/N
10	Are there appropriate arrangements for first aid or other emergencies?	Y/N
11	Does a member of staff have a current first aid certificate?	Y/N
12	Are all individuals in the organisation made aware of policies and procedures?	Y/N
13	Are there arrangements for the provider to liaise with the appropriate member of staff if there should be a particular concern?	Y/N
14	Are staff/pupil ratios appropriate for the After School Activities?	Y/N

PARTNERSHIP AGREEMENT A

This AGREEMENT is made on [date]

between:

(1) The governing body of Spaxton Primary School ("the Governors"), whose address is High Street, Spaxton. TA5 1BS

and

(2) Tom Elliot of Premier Sports ("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, Headteacher or such other person who may be appointed in her place will manage the Agreement.

2.2 For the User, Tom Elliot 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 the school field and access to the main school building, hall and its toilet facilities ("the Premises") from 14th August – 25th August 2017

3.2 The User's use of the Premises ("the Period of Use") will be as follows: 14th August – 25th August 2017

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 or with less than 2 days before the letting is due to commence.

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.

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 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) 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. Any additional cleaning will be charged at £10 per hour needed.

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)].

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 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 Access to the school carpark will be granted during the period that the Premises are let. At no time will vehicles will be permitted to remain parked onsite after the letting period has ended.

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 the Chair of Governors. 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: Spaxton Primary School, Bridgwater Road, Bathpool, Taunton. TA2 8FT. 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 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 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/On Behalf of the Chair]

On behalf of The Chair of Governors of the Spaxton Primary 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 [date]

between:

(1) The governing body of Spaxton Primary School ("the Governors"), whose address is Bridgwater Road, High Street, Spaxton. TA5 1BS

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 Spaxton Primary 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, Headteacher 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 the governors under paragraph 2(2) of the School Standards and Framework Act 1998 ("the 1998 Act").

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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 or has not been paid within 2-days of the let commencing.

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 annually 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.

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 DBS 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
- 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) 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. Any additional cleaning will be charged at £10 per hour needed.

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)].

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:

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- (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 Access to the school carpark will be granted during the period that the Premises are let. At no time, will vehicles will be permitted to remain parked onsite after the letting period has ended.

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 the Chair of governors. 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: Spaxton Primary School, Bridgwater Road, Bathpool, Taunton. TA2 8FT] 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 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 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 Headteacher

On behalf of the Chair of Governors of Spaxton Primary School

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