



**Rossmere
Academy**
ENRICHING EDUCATION

Lettings Policy

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Statement of intent

Extol Trust aims to maximise the use of all its facilities. The intended purpose of the trust's facilities is to benefit the school community; however, the trust understands that extending the use of the premises to the wider community allows us to maximise our income and provide an advantage to the clubs and groups who will use our facilities.

The trust endeavours to positively contribute to increasing participation in activities taking place in the local community.

This policy clearly sets out the rules and procedures the trust expects hirers to follow when using the facilities.

The policy will:

- Provide clear guidance on lettings and the hire of school premises
- Enable safe access to the school site and premises
- Promote the use of school facilities by the wider community
- Safeguard the interests of the schools within the trust

1. Legal framework

This policy has due regard to the relevant legislation, including, but not limited to, the following:

- The School Premises (England) Regulations 2012
- Health and Safety at Work etc. Act 1974
- The Health and Safety (First-Aid) Regulations 1981
- Education Act 1996
- The Control of Asbestos Regulations 2012
- The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR) 2013
- Value Added Tax Act 1994

This policy has due regard to the relevant guidance including, but not limited to, the following:

- DfE (2018) 'Advice on standards for school premises'
- DfE (2023) 'After-school clubs, community activities and tuition: safeguarding guidance for providers'
- DfE (2023) 'The Prevent duty'
- HMRC (2020) 'Land and property (VAT Notice 742)'
- HMRC (2019) 'Education and vocational training' (VAT Notice 701/30)
- DfE (2023) 'Keeping children safe in education 2023'

This policy operates in conjunction with the following Trust / school policies:

- First Aid Policy
- Fire Safety Policy
- Health and Safety Policy
- Safeguarding and Child Protection Policy
- Charging and Remissions Policy
- Asbestos Management Policy
- Gas Installations Management Policy
- Legionella Management Policy

2. Definition of a Letting

A letting may be defined as “any use of the school buildings and grounds by parties other than the school”. A letting must not interfere with the activities of the school.

Use of the premises for activities such as staff meetings, parents’ meetings, Local Governing Body meetings and extra-curricular activities of pupils supervised by school staff, fall within the corporate life of the school. Costs arising from these uses are therefore a legitimate charge against the schools delegated budget and do not require a letting agreement.

There are three types of letting agreements:

Licence Agreement – this arrangement is used when members of the public wish to use an area of the school premises for an activity. An example is the use of a MUGA pitch to play football, or use of a room for members of the public to practice sewing. A Licence Agreement should be completed which lists terms and conditions for the use of the premises. Anyone wishing to hire a room on behalf of a commercial organisation, registered charity, established group / association or who is employed for the purposes of the activity must enter into a Transfer of Control Hire Agreement (see below). Anyone providing a service to children will also require a Transfer of Control Agreement. This agreement does not create a business tenancy.

Transfer of Control Agreement – this agreement is used when the Local Governing Body is approached by a third party to provide a service / activity to children or members of the community on the school premises. Such activities will not be supervised by school staff. Examples include dance tuition, arts and crafts clubs, sports coaching, community groups, associations and commercial organisations.

The Local Governing Body will either share control of the premises with the provider or transfer control to the provider for times specified within the agreement. This type of agreement allows providers to use school facilities without the management or administrative time of school staff.

Permanent Lease Agreement – this agreement is used when the Local Governing Body wishes to have permanent groups on site who occupy parts of the premises on an exclusive basis. The school will not have access or use of a room and the occupier controls the space. An example is an independent nursery occupying a part of the school premises. A lease agreement will be required for this arrangement. The lease creates a business tenancy and will be covered by Landlord and Tenant Legislation therefore the Local Governing Body must seek legal and Trust advice.

3. Roles and responsibilities

The board of trustees, or its delegated committee, will be responsible for:

- Ensuring this policy is implemented consistently across the trust.
- Working with the headteacher to ensure all relevant policies and procedures are implemented and made available to hirers.
- Agreeing fair prices to charge for using the premises: these will reflect the condition of the facilities but remain competitive enough to be accessible to the wider community.
- Ensuring the costs of any bills, e.g. electricity and water, that may be attributed to the use of the premises are covered.
- Overseeing the marketing of the facilities to ensure their use is maximised.

The headteacher will be responsible for:

- Ensuring compliance with the premises licence.
- Acting as or appointing a designated premises supervisor.
- Working with the site supervisor to assess whether or not the premises is suitable for hire in its current condition.
- Ensuring the trust has the correct insurance for hiring out the premises.
- Checking the hirer has adequate public liability insurance.
- Accepting and rejecting applications to hire the premises.
- Working with the site supervisor to ensure the premises is fit for use by hirers.
- Ensuring hirers familiarise themselves with any relevant policies and procedures, e.g. the First Aid Policy and Fire Safety Policy.
- Reviewing and, where necessary, amending the school's Letting School Premises Risk Assessment to help ensure the safety of the hirer and their visitors.
- Reviewing the relevant safeguarding checks carried out by the hirer to ensure they comply with the requirements outlined in the Safeguarding and Child Protection Policy.

The site supervisor will be responsible for:

- Ensuring the facilities and equipment requested are clean and in a good working condition for each hirer.
- Working with the hirers to ensure high levels of security are maintained.

- Showing the hirers how to properly open the premises and secure and lock the premises after use.
- Maintaining and checking equipment to ensure the general upkeep of the site and its facilities.
- Organising any repairs and/or replacement of equipment.

Hirers will be responsible for:

- Ensuring the proper use of the facilities and equipment they have requested to use.
- Taking the necessary steps to ensure there is no damage to any equipment or furniture, or the building itself.
- Ensuring all related visitors and volunteers have signed in during their period of hire.
- Leaving the premises in a clean and tidy condition.
- Working with the site supervisor to ensure that the premises is secure after use.
- Obtaining adequate public liability insurance.
- Providing the headteacher with proof that they hold a current and relevant insurance policy.
- Obtaining all necessary safeguarding checks where required, e.g. DBS checks, and providing proof of this to the headteacher.
- Reading the Safeguarding and Child Protection Policy and other relevant safeguarding procedures, and ensuring they understand the rules and procedures detailed within.
- Informing the headteacher of the activities that will be undertaken on the premises and of any changes to these activities.
- Reviewing and adhering to the Letting School Premises Risk Assessment.

An annual report on lettings will be made to the Local Governing Body and will include information on users, outcomes, finances, incidents and accidents, enquiries, and any lettings refused.

4. Applications

Potential hirers will contact Rossmere Academy at least two weeks before they wish to use the premises.

The Letting Flowchart (*Ref: Appendix A*) will be used by the headteacher to establish the type of letting agreement required and the relevant application process.

After receiving an application to use Rossmere Academy premises, the headteacher will determine if the let can be accommodated.

Prospective hirers can apply through a Licence Agreement Application Form (*Ref: Appendix B*) or Transfer of Control Agreement Application Form (*Ref: Appendix D*) All applications should be submitted in writing to the school office or emailed to jdavison@rossmereschhol.org.uk. For regular hire, only one application form needs to be

submitted; however, all the requested dates will be noted. Hirers will explain their desired use of the premises when completing their application form.

Some activities and services require specific licences e.g. Prize Bingo, Public Entertainment, Lotteries and amusement licence.

If the application is rejected, the headteacher will contact the applicant, either by telephone or email, to clarify the trust's response and outline the reasons for rejection.

Fees will be charges to the hirer via a formal invoice raised by Extol Academy Trust. Standard payment terms for payment is 30 days from receipt of invoice. Preference of payment is via bank transfer with details included on the sales invoice. However, if the hirer wishes to pay via cheque / cash this can be done by contacting the school office.

Sub-letting of any form is strictly prohibited. If Rossmere Academy receives any evidence pertaining to plans to sub-let the trust premises, all bookings the hirer has made with the trust will be cancelled.

If Rossmere Academy intends to sub-let part of the site to a commercial business, it will seek permission from the trust and the ESFA and submit a school land transaction proposal.

For all agreements the school should maintain a suitable record of current lettings and amounts due. For regular users or block bookings, income due and income received should be recorded, e.g. on control sheets, allowing balances outstanding to be clearly identified. Where lettings income due remains outstanding, prompt and appropriate recovery action should be taken.

Licence Agreement - *process*

- The Applicant should sign the Licence Agreement, acknowledging and agreeing to adhere to the stated terms and conditions (*Ref: Appendix C*)
- The headteacher or School Business Manager will consult with the Local Governing Body to assess the potential risks and solutions associated with the proposal and determine if the proposal is adequate for the school
- The Hirer should pay the fee prior to the hire date

Transfer of Control Agreement – *process*

- Applicants should complete the application form (*Ref: Appendix D*) and return to the headteacher
- The headteacher or School Business Manager will consult with the Local Governing Body to assess the potential risks and solutions associated with the proposal and determine if the proposal is adequate for the school
- Where applications are unsuccessful, the reason should be stated on the application form and returned to the applicant. The applicant may wish to appeal the decision using the appeals procedure set out in the policy.
- Where the application for a let is accepted, the applicant will be contacted and asked to enter into a Transfer of Control Agreement (*Ref: Appendix E*)

- All documentation required from the applicant for the Transfer of Control Agreement should be checked and verified by the headteacher or School Business Manager
- Once the Transfer of Control Agreement has been signed, the hirer should pay the letting invoice, in full 7 days prior to the date of let, or before the first occasion if it is a block booking.

5. Fees

The Local Governing Body of Rossmere Academy is responsible for setting charges for a letting on the school premises in line with the Trust Charging and Remissions Policy (<https://www.extoltrust.co.uk/policies/>). These will be reviewed annually; current charges will be provided in advance of any letting being agreed.

A charge will be levied which includes, but is not limited to, the following:

- Cost of utilities (e.g. heating and lighting)
- Cost of staffing (e.g. security / caretaking and cleaning)
- Cost of 'wear and tear'
- Cost of use of school equipment (if applicable)

Letting times to be discussed and agreed subject to approval by the Local Governing Body. At Rossmere Academy lettings are during school holidays, weekends or after 5pm. The Forest School may be let during the school day.

Charges for Rossmere Academy can be found in Appendix E of this Policy.

Hirers should give the trust at least 5 days' notice if they wish to cancel their booking.

In the event any fees are outstanding after the hirer has used the Rossmere Academy premises, their organisation will be barred from using any facilities controlled by the trust until they have paid the full amount outstanding.

The trust reserves the right to take legal action should any outstanding fees remain unpaid for 30 days after hiring in line with the Trust Financial Regulations Policy and bad debt procedures.

Should any equipment, including items that have not been requested, be damaged, lost or stolen whilst under the hirer's care, the trust reserves the right to charge for repairing or replacing the equipment.

Cancellations

Governors will seek to recover any cost incurred by the school which are unavoidable and result directly from the cancellation of a letting.

The Local Governing Body reserves the right to terminate a hiring agreement at any time on reasonable grounds.

The Local Governing Body reserves the right to cancel any booking based on reasonable grounds and shall seek to give one months' notice in writing for any cancellation.

Appeals Procedure

If a Hirer has a letting application rejected or agreement withdrawn, they have a right to appeal to the Local Governing Body.

The appeal should be made in writing and will be presented at the next full meeting of the Local Governing Body.

The Hirer will be informed of any action and/or decision taken by the Local Governing Body.

The Local Governing Body's decision is final.

6. Health and safety

Risk assessments

The site manager and headteacher will undertake relevant risk assessments for the suitability of the site before activities are carried out on the premises, to ensure the safety of the hirer and any additional visitors. Hirers will be required to conduct their own risk assessments for their activities.

Emergencies

In case of an emergency, the on-site telephones can be used to call the emergency services. All hirers will be advised to have access to at least one mobile telephone that can be used to call the emergency services, should the on-site telephones not be accessible.

First aid

The site manager will check first aid kits daily to ensure their stock levels remain high and, where necessary, restock the first aid kits with the relevant items. The site manager will show hirers where first aid kits are, should they be required. Hirers will be responsible for ensuring they have a trained first aider on site during the times they use the premises.

Fire safety

The hirer will familiarise themselves with the Fire Safety Risk Assessment and other relevant risk assessments before using the premises. The headteacher will make copies of the trust's Fire Safety Policy available to the hirer prior to the first hire date. The hirer will be shown the trust's fire exits and evacuation points by the site manager prior to the first hire date.

Asbestos

Hirers will be required to review the asbestos management plan (AMP) and sign to confirm they have reviewed this before using the site.

The site manager will inform the hirer of any asbestos containing materials (ACMs) that have been identified and how they could be damaged or disturbed. Hirers will receive the correct information and instructions and will be clear on what precautions to take.

Risk assessments will be conducted of the areas to let, to ensure no ACMs will be disturbed.

If Rossmere Academy finds there has been, or may have been, an unplanned disturbance of asbestos after the facilities have been hired, the following action will be taken:

- The Trust will be informed
- All activities will stop, and everyone will be evacuated from the affected area
- Staff, pupils and visitors will not be allowed to re-enter the affected areas until any necessary remedial action has been taken
- Items, including equipment, books or personal belongings, will not be moved from the area
- Advice will be sought from an asbestos expert regarding remedial action

Unless the incident is minor, the trust will notify the HSE, as this is a legal requirement under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR) 2013.

Anyone who has come into contact with asbestos, and is concerned about their exposure, will be advised to contact their GP.

Rossmere Academy AMP will detail the procedures for staff to follow in the event of an incident, and this will be communicated to all staff.

Any incidents involving the disturbance of, and exposure to, asbestos will be recorded appropriately and dealt with in line with the trust's incident reporting procedures.

Smoking and alcohol

Smoking will not be permitted on the premises at any time. Alcohol will not be brought on to, or consumed on, the premises unless the trust holds a licence to sell alcohol and this has been agreed in writing by the headteacher.

7. Safeguarding

Rossmere Academy will ensure that appropriate arrangements are in place to keep children safe during the hiring out school premises and facilities. Organisations submitting a lettings request involving working with children and/or young people will submit a signed copy of their current Safeguarding and Child Protection Policy. The governing board will ensure there are arrangements in place to liaise with the organisation on these matters where appropriate.

Rossmere Academy will ensure safeguarding requirements are included in any transfer of control agreement, as a condition of use and occupation of the premises. Failure to comply with this will lead to termination of the agreement.

All hirers must state the purpose of the hire. Each application will be vetted by the DSL and any concerns will be reported to the Local Governing Body / board of trustees prior to approval.

When determining whether to approve an application; the Local Governing Body will consider the following factors:

- The type of activity
- Possible interferences with Rossmere Academy activities
- The availability of facilities
- The availability of staff
- Health and safety considerations
- The trust's duties with regard to the prevention of terrorism and radicalisation
- Whether the letting is deemed compatible with the ethos of the trust

An application will not be approved if it:

- Is aimed at promoting extremist views.
- Involves the dissemination of inappropriate materials.
- Contravenes the statutory Prevent duty.
- Is likely to cause offence to public taste and decency (except where this is, in the opinion of the trust, balanced or outweighed by freedom of expression of artistic merit).

The headteacher will file an incident report form if they have reason to believe that the letting has been used for political purposes not previously authorised, the dissemination of inappropriate material or any other purpose that contravenes the Prevent duty.

Where an individual group is found to be promoting views in contravention of the trust's Prevent duty, the person or group is guilty of an offence, under the Education Act 1996, Rossmere Academy will contact the police/school security who will remove the person or group from Rossmere Academy premises.

All hirers will read and review the trust's Safeguarding and Child Protection Policy.

8. Using the site

The hirer will liaise with the site manager to ensure Rossmere Academy remains secure before, during and after use.

Hirers will be given an emergency contact number for the site manager in case of any security breach or emergency.

The premises will not be available to hirers after 10pm to avoid any noise complaints from neighbouring residents.

The site manager will remain on site until the hirer arrives to hand over control of the premises to the first hirer of the evening.

Keys or security codes will not be passed to any hirer or other person without written permission from the Local Governing Body

The site manager will return to the site before the last hirer leaves, to ensure the site is clean and secure ready for the next day.

Rossmere Academy uses a 'three strike rule' when handling complaints lodged against hirers; however, the trust reserves the right to take more severe action depending on the nature of the complaint.

- Strike one – hirers will receive a verbal warning about their conduct on the property and be warned that repeated offences will result in their booking privileges being suspended.
- Strike two – hirers will receive a second verbal warning and a letter explaining that the Rossmere Academy takes a zero-tolerance approach to inappropriate behaviour. This letter will outline that any fines for the behaviour that Rossmere Academy is issued may be passed on to the hirer if there is sufficient evidence to do so.
- Strike three – the hirer will be barred from booking Rossmere Academy premises for any activity for a period of two months. The trust also expects the hirer to issue an apology to the trust and complainant in writing.

If the school receives an allegation regarding an organisation or individual that has hired the school premises, the school will follow its usual safeguarding procedures and process for managing allegations, including informing the Local Authority Designated Officer (LADO).

The use of public announcement systems and loudspeakers must be agreed with the headteacher and site manager, this agreement must include a maximum noise level which is not to be exceeded.

Rossmere Academy car park is available to hirers during their time on the premises; however, the trust will not accept responsibility for any loss, damage or accident that may occur whilst the car park is in use.

Hirers will only use the car parking spaces allocated and, should any additional spaces be required, the site manager will find suitable spaces on the premises for additional parking.

In the event additional parking is required, the site manager will ensure Rossmere Academy premises remain accessible to the emergency services, should they be required.

9. Equipment

Hirers will identify any equipment they require from Rossmere Academy and detail this in their application form; hirers must seek permission from Rossmere Academy to use any additional equipment once the form has been submitted.

Furniture and fittings will not be removed or interfered with in any way, unless permission has been granted by the site manager or headteacher. In the event permission has been granted, the site manager will oversee the move.

If a furniture move has been agreed, the hirer and site manager will negotiate restoring the premises back to its original state.

Any damage to equipment, furniture or the building will result in the hirer being charged the cost of any repairs or replacements.

Any seating provided is limited to the number of chairs on the premises.

Hirers are allowed to bring their own equipment on to the premises; however, they will be required to acknowledge this in their application forms.

Rossmere Academy cannot be considered responsible if any of the hirer's equipment is damaged, stolen or lost whilst being used on the premises.

Hirers will report any stolen or missing equipment to the site manager immediately.

Risk assessments for the manual handling of school equipment (where agreed) would be the responsibility of the hirer. Where this is not practical risk assessments may be carried out by the headteacher and site manager in accordance with Extol Health and Safety Policy.

Food and drink may be prepared on the premises; however, hirers must seek direct permission from Rossmere Academy .

The hirer will prepare food and drink in line with current food and hygiene regulations.

Hirers will be responsible for arranging any additional licences that are required to the nature of their activities, e.g. a music licence or licence to sell alcohol.

Hirers will not bring animals onto the premises without permission from the headteacher.

10. Complaints procedure

If a Hirer is dissatisfied with any aspect of the service it has received they should at the earliest opportunity attempt to resolve this with the staff of the school. Every effort will be made to resolve disputes between the parties quickly and effectively:

In the event of a dispute, the complainant should proceed as follows: -

The relevant member of staff should be contacted to try to resolve the problem

If the matter cannot be resolved satisfactorily the Headteacher should be contacted.

If the matter remains unresolved, the complaint must be submitted in writing to the Headteacher.

If the matter remains unresolved, the complaint must be submitted in writing to the Headteacher.

Where the Headteacher has failed to satisfy the complainant, the Governing Body (or a committee or an individual governor where delegated to do so) may review the case.

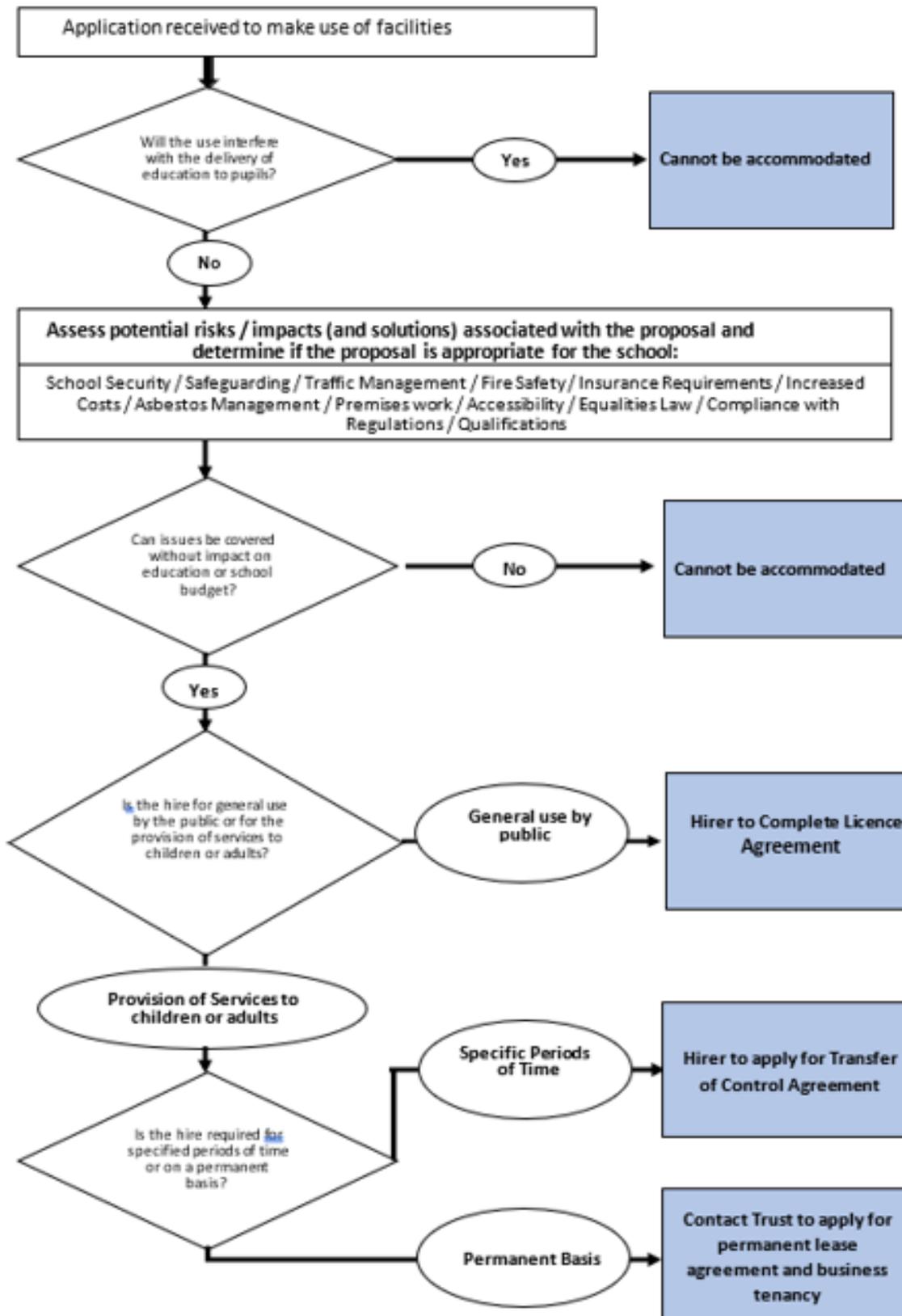
Having exhausted the steps above, all unresolved disputes or differences shall be referred to the Trust.

11. Monitoring and Review

This policy will be reviewed bi-annually by Extol Trust board and the headteacher.

The scheduled review date for this policy is June 2025.

Appendix A: Letting Flowchart



Appendix B: Licence Agreement Application Form

Name	
Address (for invoicing purposes)	
Organisation	
Contact number	
Email address	
Payment method	
Requirements	
Date of hiring	
Time of hiring	
School / Trust	
Room(s)	
Equipment needed	
Details of any equipment you will be using on the premises	

Purpose	
Details of the event	
Will you be working with children and/or young people? If yes, have you attached a copy of your Safeguarding and Child Protection Policy?	
Expected attendance	
<p>By signing this document, I acknowledge that I have read, understood and agree to the terms of this Lettings Policy.</p> <p>I acknowledge that my signature confirms all the details in this application form are correct.</p>	
Signed:	
Date:	

Appendix C: Licence Agreement

(Including Terms and Conditions)

LICENCE AGREEMENT

The Local Governing Body of **name of school / academy** (the Licensor) permits the use of space known as [Insert area of school] (the Premises) within **name of school / academy**

To: **Insert name of Hirer** (the Licensee)

Of: **Insert Address of Hirer**

On the terms and conditions printed herein.

The Licence Period

Period from the: **Insert date from** to the: **Insert date to**

Subject to the conditions herein.

The Licence Fee

Licence Fee £ _____ (To be paid prior to hire)

Permitted Use

Permitted Use means _____

Signed on behalf of the Licensor: _____

The Licensee hereby confirms that he/she has read and understand these terms and conditions and agrees to be bound by such terms and conditions from the commencement of this Licence Agreement.

Print Name: _____

Signed (Licensee): _____ **Date:** _____

LICENCE AGREEMENT TERMS AND CONDITIONS

1. LICENCE FEE

The Licence Fee is payable prior to the hire.

2. USE AND ACCESS

The Licensor permits the Licensee to access and use the Premises on the times specified for the Permitted Use only. The Licensee shall not use the Premises for any illegal purpose nor for any purpose or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the Licensor or any other occupiers within the Building or any owner or occupier of neighbouring property.

The Licensor retains the right to access the Premises at all times during the Licence Period.

The Premises and the License Areas remain in the Licensor's legal possession notwithstanding the Licensee's occupation thereof during the License Period and that such occupation shall not be deemed to constitute or create any lease tenancy or agreement for the same.

3. CANCELLATION

The Licensee will pay the full cost of the hire for bookings cancelled less than 24 hours before commencement.

4. CONDITION AND DAMAGE

The Licensee will keep the Premises in a clean and tidy condition when in occupation. The Premises must be left in the same condition as before the hire commenced and each party will agree to the condition prior and after the hire.

Any damage that occurs during the Licence Period in or to the Premises will be the responsibility of the Licensee and the Licensee shall pay to the [name of school / academy](#) / Licensor the cost of making good any such damage.

5. PUBLIC LIABILITY INSURANCE

The Licensee will hold public liability insurance in respect of their occupation of the Premises and will provide a copy of their public liability insurance of £5 million for every hire. A copy of which will be kept by the Licensor.

The Local Governing Body may at its discretion waive this requirement where the Licensee is an individual or small informal group of individuals (not using the school buildings for commercial or business purposes) who do not hold public liability insurance and who, because of this informal nature, may find it difficult to obtain.

6. INDEMNITY

The Licensee shall keep the Licensor indemnified against all expenses, costs, claims, damage and loss (including any diminution in the value of Premises and loss of amenity of the Premises) arising out of the use of the Premises by the Licensee or from any breach of any of the terms and conditions of this Licence by the Licensee, or any act or omission of the Licensee, or any other person on the Premises with the actual or implied authority of any of them.

7. ASSIGNMENT AND ALTERATIONS

This Licence Agreement is personal to the Licensee and the Licensee shall not assign or underlet or part with or share possession or occupation of the Premises. The Licensee shall not make any alteration or addition to the Premises and shall not affix any items to the Premises.

8. COMPLIANCE WITH HEALTH AND SAFETY, STATUTE AND REGULATIONS

The Licensee must comply with all laws relating to the Premises and the occupation and use of the Premises by the Licensee, including but not limited to Health and Safety legislation.

A register must be taken at each session and provided to the Licensor.

Risk Assessments and DBS certificates required by the Licensee must be supplied to the Licensor if so required.

Any portable equipment that is to be used must have a current PAT test certificate.

The Licensee must ensure they are aware of the fire exits and the evacuation procedure on hearing an alarm.

9. LOSS

The Licensor does not accept liability for loss or damage to property brought onto the Premises by or on behalf of the Licensee or any of its servants, agents or invitees, however caused.

10. TERMINATION

Should the Licensee be in breach of the terms and conditions of this Licence at any time then this Licence can be terminated immediately upon notice by the Licensor to the Licensee and no Licence Fee or part thereof will be refundable.

The Licensor can terminate this agreement upon one weeks' notice to the Licensee whereupon this Licence shall cease and determine.

Any termination of this Licence shall be without prejudice to the rights of any party against the other in respect of any antecedent breach of the terms and conditions.

12. FORCE MAJEURE

The Licensor shall not be liable for any loss or damage which the Licensee suffers as a direct or indirect result of the performance of this Licence being prevented hindered or delayed by reason of any act of God, riot, strike or lockout trade dispute or labour disturbance. Accident, breakdown of plant or machinery, fire, flood, electrical power failures or other circumstances whatsoever outside its control and which affect the provision by the Licensor of access to or use of the space.

13. ADVERTISING

The Licensor must approve all advertising and posters concerning the use of the Premises.

Appendix D: Transfer of Control 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)

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).*

5. Accommodation

What accommodation is required for the hire?

6. Dates and Times

What are the dates and times required?

7. 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 Procedures including:

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

Additional Documents

- Health and Safety Policy
- First Aid Policy
- Privacy Notice

FOR SCHOOL USE ONLY:
Date Application Received:
Date Application Reviewed:
Application Approved? (Yes/ No)
Reason why application was not successful:

Appendix E: Transfer of Control Agreement (TOCA)

INTRODUCTION

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

A Transfer of Control Agreement (TOCA) is the way in which the LGB 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 **name of school/academy** 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 - NOTICE PERIODS

As set out in the Lettings Policy, Hirers should give the trust at least 5 days’ notice if they wish to cancel their booking.

NOTE 4 – 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 LGB is not charging a fee, a nominal amount (E.g. £1) should be included so that the other terms and conditions can still be legally-binding on the parties.

NOTE 5 – 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 6 – 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 Insurer that the insurance cover is adequate.

NOTE 7 – VAT

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

NOTE 8 - 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.

NOTE 9 – 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.
- Privacy Notice
- Code of Conduct

TRANSFER OF CONTROL AGREEMENT CHECKLIST

Information for Schools/Governors:

- Local Governing Body 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)

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. assessed by
 - 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 CRB – number, date and clearing house
 - Right to work in UK
 - Qualifications relevant to service delivery
 - Identity
- Safeguarding Procedures/GDPR (incl. but not limited to);
 - Contingency arrangements for emergencies
 - Safeguarding and 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 Policy
 - Health and Safety Policy
 - Emergency Contact Details
 - First Aid Training Certificates
 - Code of Conduct
 - Privacy Notice

TRANSFER OF CONTROL AGREEMENT

This **AGREEMENT** is made on

between:

(1) Local Governing Body of **name of school / academy**
and

.....

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 Local Governing Body enter into this Agreement in order to enhance the use of **name of school / academy** 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** or such other person who may be appointed in her place will manage the Agreement.

2.2 For the User, **name of Hirer** 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 Local Governing Body agree to transfer to the User control of the and from **date** to **date**

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

List Facilities Required

3.3 This Agreement is made with the consent of **name of school / academy** 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 Local Governing Body 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 Name of school / academy and the Local 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 date..... ("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 State e.g. Performing Arts Workshops and Performances.

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 £ 15 per hour.

7.1.2 The Fee may be varied by the Local 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 Vulnerable Groups and Child Protection

(Ref: 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 'Safeguarding Children and Safer Recruitment in Education (DFES 1st January 2007) as well as adhering to Local 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 Local Safeguarding Children's Board Procedures.

For Extended Service Provision where the provider is working with a vulnerable group, 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 Local Safeguarding Children's Board.

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 first aid certificate 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 half-termly 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.
- j. Furniture, instruments or equipment belonging to the User may be left or stored on the Premises if agreed by the Headteacher.
 - k. 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.

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 or the School 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 **name of school / academy** nor the Local Governing Body 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 **name of school / academy** 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, 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 **name of school / academy** 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:

- Where the School is closed for any reason;
- Where the Premises are in the Governors opinion unsafe to be used by the User;
- 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 **name of school / academy and** the Local 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 visitor 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 Local Governing Body or **name of school / academy**.

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 **name of school / academy**.

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.

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:

- Health and Safety at Work Act 1974
- Race Relations Act 1976 and the Race Relations (Amendment) Act 2000
- Sex Discrimination Act 1975
- Disability Discrimination Act 1995
- Care Standards Act 2000
- Data Protection Act 1998
- GDPR

25. Change of Post-holders

25.1 The User agrees to notify the Governors in advance if the person in the role of 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 **Name of school / academy** and the Local 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 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

The Chair of Governors of **name of school / academy**

.....

Signed by

Authorised signatory of

Appendix F: School Charges

Area for hire	Cost add / hour, day etc.
School Hall	£15 / hour
Football pitches / MUGA	
Car Park	
Wider area of school including halls, toilets and playgrounds	£100 / day (5 hours)
Add / Delete as necessary	