

**THE BIRMINGHAM FEDERATION OF MAINTAINED NURSERY
SCHOOLS**

Allens Croft Nursery School

Kings Norton Nursery School

Lillian De Lissa Nursery School

Adderley Nursery School

Jakeman Nursery School

Selly Oak Nursery School

St Thomas Centre Nursery School

Gracelands Nursery School

Shenley Fields Nursery School

Weoley Castle Nursery School

Newtown Nursery School

Highfield Nursery School

Letting Policy

DATE _____

SIGNED _____
Committee

Chair of Local

Chair of Governors

PRINT NAME _____

Adderley, Highfield and Gracelands Nursery Schools

Adderley, Highfield and Gracelands Nursery Schools

The information contained in this pack is designed to inform you of all you need to know when hiring the facilities at the school. Please ensure you read and understand the conditions of hire set out herein before signing the application form. These conditions are binding on any use of the above nursery school facilities. Our staff are always pleased to help you if there are any further queries regarding booking the facilities.

The Governing Board welcomes the opportunity to work with partner organisations in extending the range of opportunities to help children and young people achieve their full potential by engaging with services meeting the wider needs of children, young people, families and the local community. A charge will normally be levied to meet the additional costs incurred by the school in respect of any lettings of the premises. A member of staff will be present on the premises at the beginning but will not always be available during the entire period of the hire.

Conditions of Hire

Terminology in this agreement:

- a)** “The establishment” means **Adderley, Highfield and Gracelands Nursery Schools**
- b)** “The hirer” means the person signing the application form who must be over 18 years of age and be authorised to sign on behalf of the hirer.
- c)** “The facilities” means the premises and/or equipment forming part of or belonging to the establishment which the hirer has identified on his/her application form.
- d)** “The responsible body” means the establishment’s Governing Board.

Charging Rates – (complete for each school)

Conditions

1. All applications for the hire of facilities must be made in writing on the appropriate printed form and should be submitted to the Bursar/Headteacher. Please note we will not let the building for birthdays or celebrations of this nature. **The establishment reserves the right to refuse any application without having to give reasons.**
2. The establishment cannot guarantee acceptance of a booking until the application form has been processed and confirmed.
3. Where the hirer indicates that he/she is signing the application on behalf of a club/organisation/institution, that club/organisation/institution shall also be deemed to be the hirer and shall be jointly and severally liable with the applicant for any breach or non-observance of these conditions. Should there be any default of payment by that club; the person signing the form shall be deemed personally liable.
4. Any organisation submitting a lettings request involved working with children and/or young people must submit to the school a signed copy of their current Child Protection Policy.
5. The facilities will be used solely for the event described on the application form. If the booking is related to a regular and continuing booking, this one undertaking shall be binding for all occasions when the facilities are used.
6. The Head Teacher or representative may refuse admission to any person without giving any reason for doing so and may similarly require any person to leave the premises/facility.
7. The hirer will be responsible for the provision of all such information, instructions and supervision as is necessary to ensure the safety of any activity for which the facility is used.
8. Maximum numbers allowed in the various areas of the facility must not be exceeded; numbers will be dependent upon the activity being undertaken and will be confirmed prior to booking.
9. The behaviour of all persons attending at the establishment for this booking is the responsibility of the hirer.

10. The hirer will provide evidence of Portable Appliance Testing for any electrical equipment brought onto the premises for use.

11. The hirer will provide Public Liability Insurance evidence, together with a Risk Assessment. Liability relating to the Risk Assessment is however the hirer's full responsibility.

12. The hirer shall be liable for any loss or damage to any property arising out of the hire, and any loss, damage or injury which may be incurred by or be done or happen to any person or persons using the facilities during the hiring, arising from the negligence of the hirer, its invitees, servant or agent. The hirer shall indemnify the responsible body against all such liabilities as are mentioned in this clause.

13. School equipment can only be used if requested on the initial application form, and if its use is approved by the Executive Head teacher (or other person with delegated responsibility). Responsible adults must supervise the use of any equipment that is issued and ensure its safe return. The Hirer is liable for any damage, loss or theft of school equipment they are using, and for the equipment's safe and appropriate use. Use of the schools resources, including telephones and photocopiers, are not included in a letting arrangement unless expressly agreed at the time of the letting. It should not be assumed that the school office may be available during the time of the letting and it is a requirement that the hirer has access to a mobile phone to cover the event of an emergency.

14. A charge will be made for any additional costs incurred relevant to the school, e.g. Site Manager payroll costs for any additional works required or for any call out made.

15. The hirer will take all reasonable steps to insure that no nuisance is caused to anyone, either on the premise or to neighbouring properties.

16. In the event of proceedings being instituted against the responsible body due to the act or neglect of the hirer in connection with a letting under these conditions the hirer shall indemnify the responsible body as regards all costs and fines imposed on the responsible body.

17. It may be necessary for the establishment to cancel/postpone this hiring. In that event the responsible body shall not be liable for any consequential loss that the hirer may sustain. Any deposits paid will be duly returned if cancelled by the establishment.

18. The facilities must be clean and tidy and all equipment replaced in good condition after use. If the facilities are not cleaned to the reasonable satisfaction of the Building Services Manager, the hirer will

be responsible for any payment necessary to have them cleaned and this sum will be added to the invoice.

19. The hirer will be responsible for setting up and clearing away equipment for the purposes of the hire - the establishment does not provide this service.

20. The hirer must ensure that there are sufficient staff to prevent unauthorised persons from entering the facilities or those areas that are not included in the hire and to the necessary means of access thereto.

21. The hirer is solely responsible for the adequacy, suitability and safety of all equipment brought on to the facility

23. First aid arrangements are the responsibility of the hirer who must provide trained personnel as necessary. The hirer must also familiarise him/herself with the emergency procedures for fire, first aid and accident reporting and carry them out to the best of his/her ability.

24. All accidents causing injury and incidents with potential for injury must be reported to the School Office as soon as possible and the relevant accident form completed.

25. Food and drink is limited to children; snacks appropriate to the service and refreshments for meetings. Food/ buffets / snacks for meetings can be ordered in advance from the kitchen and must be paid for.

26. The school will provide the hirer with a copy of the 'No Platform' policy

26. The responsible body reserves the right to vary these conditions at any time without notice or to make special arrangements in any particular case.

Car Parking Facilities

Subject to availability, the Hirer and other adults/visitors involved/attending the letting may use the car parking facilities. They should ensure their registration number is given to the centre reception. Neither the school nor the Local Authority will accept any responsibility in terms of damage, theft or loss of any car left in the car park during the hire period.

Promotional Literature/Newsletters

A draft copy of any information proposed for distribution which contains any reference to the school must be sanctioned by the Headteacher (or delegated officer) at least one week prior to proposed distribution by the hirer.

Adderley, Highfield and Gracelands Nursery Schools
LETTINGS REQUEST FORM Outside Organisations

Name of Organisation:

.....

Name of Applicant:

.....

Address:

.....

Telephone Number:

.....

Activity of Organisation:

.....

I/we request rental of the following (please circle those that apply):-

The rental is required on _____ [insert
dates]

From _____ [insert time] To _____ [insert time]

This is for a single event/regular ongoing booking [please delete]

The rental is required for [please advise below details of event being organised; eg stay and play)

.....

Use of School equipment (please specify your request):

.....

Maximum Number of Participants:

Age Range of Participants:

Number of Supervising Adults:

Special requests:

.....

.....

I/we confirm that the terms and conditions held within **Adderley, Highfield and Gracelands Nursery Schools lettings policy** for _____ site have been read and understood. By signing below I/we confirm our acceptance to these terms and conditions. I also confirm that I am authorised to sign on behalf of the hirer.

.....

Signature

Full name in block capitals

Date TRANSFER OF CONTROL AGREEMENT

This **AGREEMENT** is made on

between:

(1) The governing board of The Birmingham Federation of Maintained Nursery Schools , (“the Governors”)

and

(2)

the Chairperson of (“the User”)

- **See Note 1**

(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 Nursery 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, the Executive Head Teacher or such other person who may be appointed in his place will manage the Agreement.
- 2.2 For the User, 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 the **School Premises** ("the Premises") from

- See Note 2

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

Monday to Friday during term time and

Monday to Fridayduring school holiday periods

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

- See Note 3

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 September 2010 ("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 ("the Permitted Use") [in accordance with the terms of registration imposed from time to time by the registration authority under Part XA of the Children Act 1989] *[Delete reference to Children Act if not applicable]*

6. Ending the Agreement

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

- 6.2 The Governors may end this Agreement immediately by notice given by them:
- 6.2.1 if at any time any payment due under this Agreement remains unpaid for more than **[28 days]** after becoming due
 - 6.2.2 if the User fails to remedy any breach (capable of remedy) of any of the stipulations and conditions contained in this Agreement after being required to remedy such breach by **[28 days]** notice in writing
 - 6.2.3 if the User breaches any of the stipulations and conditions in this Agreement which is in the opinion of the Governors incapable of being remedied and the Governors state this in a notice given by them.
 - 6.2.4 in extreme cases the governors may terminate this agreement summarily without notice and the user's attention is specifically directed to paragraph 8 of this agreement below.

- **See Note 4**

- 6.3 The User may end this Agreement at any time by giving three 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 £**[Insert sum]** per **[Insert period]** payable in advance.

- **See Note 5**

7.1.2 The Fee may be varied by the Governing Body at annual intervals from the date of this Agreement. The Governors will give 28 days notice in writing of a variation to the Fee. If the User does not wish to accept the Fee variation then it may give 28 days notice in writing (before the Governors notice runs out) to end the Agreement and in the intervening period the then current Fee will continue to apply.

8. 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. The user will carry out enhanced DBS checks for all staff.
- 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) a First Aid Kit is provided and a qualified First Aider is on the premises for the duration of the hire period.
- c) No School equipment is used.
- 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 or brought onto the premises.
 - 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.
- g) Furniture, instruments or equipment belonging to the User may be left or stored on the Premises if stored safely for a period of time agreed with the Executive headteacher or deputy headteacher or other person with delegated responsibility
 - h) The Premises and School premises must be vacated on time at the end of the Period of Control and left in a clean and tidy condition and the Premises must be cleaned thoroughly (including toilets) on a weekly basis.
- **See Note 6**

10. Damage to Property

- 10.1 The User undertakes either to make good or to reimburse the Governors for the cost of making good (as the Governors direct) any damage to the property of the Governors,

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

The User must indemnify and keep indemnified the School, the Birmingham City Council/Local Authority, 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 Birmingham City Council/Local Authority 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 three million pounds per claim and employers liability insurance in the sum of ten million pounds per claim.
- 12.2 The User must pay all premiums or other costs arising in the provision of such policies of insurance referred to in clause 12.1 above and ensure that the policies or certified copies are produced to the Governors when requested.

- **See Note 7**
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13. School Security

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

14. Temporary Unavailability of Premises/Control by the Governors

- 14.1 The Governors may give verbal notice to the User that the Premises are temporarily unavailable and will be controlled by the Governors in the following instances:
- (a) where the School is closed for any reason;
 - (b) where the Premises are in the Governors opinion unsafe to be used by the User;

(c) where there are emergency circumstances which require the use by the School of the Premises.

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

15. Access and Car parking

15.1 **Access will be through the main school entrance**

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 Birmingham City Council/Local Authority.

20. Disputes

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

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

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

20.2.2 If not resolved by the process set out at 20.2.1, then a meeting is to be arranged between the Parties and a representative of the Birmingham City

Council/Local Authority. 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.

- See Note 8

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: _____

User Address:
.....

24. Statutory compliance

24.1 Each Party warrants and undertakes to the other that it will comply with all laws, rules, regulations, decrees and other ordinances issued by any 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:

- (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

The Chair of Governors The Birmingham federation of Maintained Nursery Schools

.....
Signed by

Chairperson of the User

Lettings Check list

TO BE GIVEN TO HIRER	
Lettings policy	
Transfer of Control	
No Platform Policy	
<u>Item returned and signed by hirer</u>	
Lettings policy agreement	
Transfer of Control Document	
Insurance Liability Certificate	
DBS clearance letter	
No Platform Policy	
Organisations Child Protection Policy	
Risk assessment	

Signed

Name

Organisation

Date