



# Charging and Remissions Policy

## Incorporates:

Application for the hire of facilities at Castle Hill Infant School (Appendix A)

Conditions of Hire for facilities at Castle Hill Infant School (Appendix B)

Hampshire County Council public liability insurance policy (Appendix C)

Transfer of control agreement (Appendix D)

Agreed January 2021

Last Reviewed March 2023

To Be Reviewed March 2025

## **Charging and Remissions Policy**

### **Aims & Objectives**

To set out the guidelines where additional funding requests may be made to parents in connection with school learning activities and visits, and, to ensure parents are aware of the financial support available where appropriate. In general, school activities will be provided free of charge unless they fall into the categories set out within this policy.

This policy only applies to charges levied by the school or Governors.

### **Voluntary Contributions**

A voluntary contribution may be sought for certain activities taking place during school time and which relate to the National Curriculum.

In all cases of voluntary contributions, an initial letter requesting contributions to a predetermined sum will be sent to the children's parent/guardian outlining the following:

- The nature of the activity and its likely value in educational terms
- The contribution per pupil which would be required if the activity were to take place
- Emphasis that there is no obligation to contribute and that no pupil would be omitted from the activity because their parents/guardians were unable to make the full payment
- That, in the event of insufficient contributions and no other financial resource being immediately available, and as a last resort, the activity may have to be cancelled
- Should the contribution cause financial hardship the parent should contact the Head Teacher as soon as possible as assistance may be available

### **Contribution or Charge Limits**

Any charge levied, or contribution requested for National Curriculum activities will not exceed the actual cost of the provision or seek to incur profit and will be calculated equally for all participants.

### **School Visits**

#### **During School Hours**

If 50% or more of the time spent on the activity occurs during school hours, it is deemed to take place during school hours. Time spent on travel counts in this calculation if the travel itself occurs during school hours. School hours do not include the break in the middle of the day.

For visits during school hours, the sum requested will cover the cost of transport and entry fees, calculated on the basis of the number of children initially expected to participate. This sum will not cover the attendance of teachers or voluntary helpers or any expenses they may incur.

#### **Out of School Hours**

In the unlikely event that a school visit would involve less than 50% of the time spent on an activity during school hours, it will be deemed to have taken place outside school hours and is therefore an "optional extra". Time spent on travel counts in this calculation if the travel itself occurs during school hours. School hours do not include the break in the middle of the day.

The school will not charge for activities that take place outside school hours if these are:

- Part of the National Curriculum
- Necessary as part of a syllabus for a prescribed public examination that the pupil is being prepared for at the school
- Or part of religious education

### **“Optional Extra” Out of Hours Visits or Activities**

Child participation in any optional extra activity will be on the basis of parental choice and willingness to meet the charges. Parental agreement will be a necessary pre-requisite for the provision of an optional extra where charges will be levied.

Where an “optional extra” is being provided, a further charge can be made for:

- Providing materials, books, instruments or equipment
- Non-teaching staff
- Teaching staff engaged under contracts for services purely to provide an optional extra, including supply teachers engaged specifically to provide the optional extra
- The cost, or a proportion of the cost, for teaching staff employed to provide tuition in playing a musical instrument, where the tuition is an optional extra

### **School Visitors**

Contributions may be requested to fund fees for visitors invited to the school to perform and enhance the National Curriculum.

### **Music Tuition**

Charges may be levied for specialist instrumental and vocal tuition, which takes place during the school day at the parents’ request.

### **Break Time Fruit**

Whilst Government Schemes to provide free fruit are operating, (free fruit for school) fruit will be provided free of charge.

### **Design, Technology & Cookery**

The school may request a voluntary contribution to cover the cost of materials or ingredients where parents have indicated in advance that they would like their child to bring home the finished product. This applies to school hour, National Curriculum specific lessons.

Costs may be associated with out of hour’s activities in these topics and participation will be subject to guidelines within the “Optional Extra” Out of Hours Visits or Activities section of this policy.

### **Photocopying**

Photocopying may be charged at the prevalent rate.

### **School Lettings**

School premises will only be let at the discretion of the Governing Body and any charges levied informed by the current guidelines set out by Hampshire County Council.

Hire of school premises by the Castle Hill Friends for fundraising events benefitting the school will be free of charge unless otherwise decided by the GB.

Where such hire is for non-community use, the charges set by the Governing Body will recoup full costs and may include a premium, thereby enhancing the school budget.

The hirer must be given a Hire Agreement form (appendix A), Conditions of Hire (appendix B), and a summary of the County Council’s public liability insurance policy (appendix C). The hirer must complete and sign the hire agreement form; this signature will be deemed to be acceptance of the hire conditions. The hirer will then be covered by the County Council’s public liability insurance policy. This procedure must be followed

even if the letting is free of charge to ensure insurance cover applies. The hirer must also complete and sign a Transfer of Control Agreement (ToCA, appendix D) if required by Governors.

The hirer must provide the school with evidence of DBS checks where appropriate or if requested and evidence of their own insurance.

A diary of hires form should be completed and held at school as a record of all use.

Where required, payment will be taken in advance or invoices will be raised promptly, payments will be monitored closely and permission to use the facilities will be withdrawn if hirer falls into arrears.

If a debt is outstanding 30 days after it arose a reminder will be sent, then if still outstanding 30 days after the reminder, a final demand will be sent.

### **Freedom of Information Act (F.O.I.A)**

Information provided under the F.O.I.A. will be charged at a rate as described in Section 5 of the School's Publication Scheme.

### **Statement of Equality**

This Charging and Remissions policy seeks to make tuition and learning, including associated incidentals, affordable and accessible to all pupils. The school will not exclude a child from taking part in an activity that is part of the National Curriculum on the grounds that the parent or carer, cannot make, or refuses to make a contribution. However, if insufficient funds are not available to cover the costs of an activity from alternative sources the activity will be cancelled.

Where there is financial hardship or the cost of the voluntary contribution will cause or increase financial hardship the parent or carer will be advised to contact the Head Teacher as soon as possible as financial assistance may be available.

### **Linked Policies**

Freedom of Information Publication Scheme, inc Appendices 1 & 2

Best Value Statement

Equality & Inclusion Policy

## Appendix A: Application for the hire of facilities at Castle Hill Infant School

*The application should be sent to the school and should normally be made at least 14 days before hiring is required.*

Name and address of applicant: (to whom correspondence can be sent)

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Telephone number \_\_\_\_\_ Postcode \_\_\_\_\_

Name of organisation and position within organisation (if applicable)

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### Facilities required:

Hall:		Kitchen area:*		Hard/grass area:		Other facilities (specify)?	
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Purpose of hire \_\_\_\_\_ Do you wish to provide bar facilities? YES / NO

Apart from organisers, is the proposed hire exclusively for:

Young persons under 18 or members of a registered youth group YES / NO Older persons group or adult with disabilities YES / NO

Date(s) required \_\_\_\_\_ Time from \_\_\_\_\_ to \_\_\_\_\_

### Declaration

1. I have read and accept the school's conditions of hire, and agreed to abide by these and any special conditions communicated to me
2. The school's Emergency Evacuation procedure has been explained and indicated to me
3. I agree to indemnify the County Council against any accidents or damage to County Council property or injury to persons which may be incurred as a result of the hiring unless caused by the negligence or breach of statutory duty of the County Council. I understand that the County Council have taken out a policy of insurance, brief details of which have been supplied to me, which provides an indemnity for my legal liability for accidents, damage and injury
4. I enclose a copy or copies of appropriate qualifications held by the person(s) running the activities (where appropriate) in support of this application
5. I accept that an additional charge may be made in respect of damage caused to the building or school property through negligence or wilful intent
6. I understand that there will be a minimum charge unless there is a concurrent hirer
7. I agree to the payment conditions
8. I am over 18

Signed \_\_\_\_\_ Name in full \_\_\_\_\_ Date \_\_\_\_\_

### Office Use Only:

Approval is given/not given (delete as appropriate) to your application to hire the school facilities at Castle Hill Infant School as described above on the date/s stated above.

The charge will be £ \_\_\_\_\_ starting at \_\_\_\_\_ hours and finishing at \_\_\_\_\_ hours, unless the minimum charge applies or the period of letting exceeded. Where appropriate, an invoice for the actual charge will be issued **after** the hire.

## Appendix B: Conditions of Hire for facilities at Castle Hill Infant School

### 1 In these conditions:

'School' means the school identified at the head of this document. 'County Council' means Hampshire County Council.

### 2 Acceptance of conditions

The hiring of accommodation/facilities/premises is permitted only on the conditions outlined in the following regulations. Acceptance of the hire agreement is deemed to be acceptance of these conditions.

### 3 Compliance with conditions

The Hirer (the person or body to whom the hire is granted) shall be responsible for compliance with these conditions.

### 4 Applications

Applications for the hire of premises should normally be made at least three weeks in advance. In general, reservations will not be accepted for dates more than twelve months in advance, except for special events such as those needing extensive preparations.

### 5 The Hirer shall satisfy himself that the facilities to be hired are suitable for his purposes.

### 6 The use of the premises must not interfere with the proper working of the School or impair its efficiency. In particular the Hirer acknowledges that it will not have exclusive use of the site.

### 7 Hall

Only suitable footwear should be worn in the hall. No school games equipment may be used without permission and gymnastic equipment can only be used when an adult with recognised qualifications for the proposed activity is personally supervising at all times. For safety reasons, this condition also applies to other activities with young people. For further guidance the Hirer should consult the regulations described in the HCC document 'Safety in Physical Education' available at the school.

### 8 Hard court multi-use games areas

- (i) These facilities should be used for their intended purposes only ie. participation in formal and informal play and sport.
- (ii) The hard court multi-use games areas shall be hired, together with access to toilets and changing accommodation at the School. The Hirer shall not have any access to any other parts of the School.
- (iii) The hard court multi-use games area may have indicative markings for sports like netball, basketball, tennis and small-sided football. No additional marks shall be made to the hard court areas by the hirer.
- (iv) **Litter must be removed from the facility at the end of the hire session.**

### 9 Catering facilities

The Hirer must agree to the contractual, hygiene and health and safety obligations set out by the School and to the payment of the deposit 10 days prior to the hire and the payment of the hire charges. This is in addition to any separate charges levied by the school for the use of any school facilities used in conjunction with the hire of the catering premises.

### 10 School equipment

No use may be made of apparatus such as stage fittings, pianos etc., without specific permission.

11 Fabric and fittings

The fabric and fittings (including electrical installations) and contents of the premises shall not be interfered with in any way. No treatment shall be given to prepare a floor for dancing and the wearing of stiletto heels is prohibited. Only authorised persons shall use steps or ladders. No nails or screws shall be driven into the walls, floors, ceilings, furniture or fittings, and no placards shall be affixed to any part of the premises. The School's furniture (other than chairs in the hired accommodation) and equipment shall not be moved except by prior arrangements. Official exit ways must be kept clear at all times. Any alteration or addition to the School's lighting or electrical heating systems is strictly forbidden, except with the written consent of the headteacher. Consent may be subject to conditions, which the Hirer will be required to observe. The Hirer shall, at the end of the hire period, leave the accommodation in a reasonably tidy condition, all equipment being returned to the correct place of storage.

12 The Hirer is responsible for the safeguarding and safe keeping of all items belonging to the Hirer, its guests/delegates or third parties engaged by it. The School accepts no responsibility for such items.

13 Storage

Storage facilities cannot usually be provided. When Hirers are permitted to leave equipment on the premises, they do so entirely at their own risk.

14 Hirer's property

Furniture and apparatus required may be brought on to the premises at the Hirer's own risk. Hirers shall not bring on to the premises, without the prior consent of the governors, any article of an inflammable or explosive nature, nor any article producing an offensive smell, nor any other substance, apparatus, or article of a dangerous nature.

15 The Hirer shall indemnify the establishment and Hampshire County Council against all claims for damages, compensation and/or costs in respect of:

- (i) bodily injury or illness to Third Parties, and/or
- (ii) damage to Third Party property caused by or arising out of or being incidental to the Hirer's use of the premises.

16 The Hirer shall be responsible for loss or damage to the establishments premises and contents therein the property of Hampshire County Council.

17 The Hirer shall effect adequate insurance in respect of the liabilities and the loss or damage referred to respectively in Conditions 14 & 15 above. (See the Annexe to this section for explanatory notes on insurance).

18 Refusal of hire

The governors may refuse an application to hire the premises if:

- a) The premises are required by the School.
- b) There has been any damage to the property, or breach of these conditions during previous use of the premises by the hirer.
- c) For any other reason the governors deem it necessary or expedient to refuse the application.

No compensation shall be payable by the governors by reason of such a decision.

19 Cancellation by the governors

The School reserve the right to cancel any hiring without notice if:

- (i) the accommodation will, due to circumstances outside their control, be unavailable for the hire period or
- (ii) the Hirer has failed to disclose material information concerning the proposed hiring, or
- (iii) there are reasonable grounds to conclude that the Conditions of Hire may be breached to a material extent.

In the event of (i), all hiring fees will be refunded to the Hirer, but the School shall have no further liability to the Hirer. In the event of (ii) and (iii), any refund of hiring fees shall be at the discretion of the School.

Apart from exceptional circumstances, the governors will give at least four weeks' notice to the Hirer, should it become necessary to cancel or postpone a letting.

## 20 Cancellation by the Hirer

The Hirer must give at least four weeks' notice of cancellation to the headteacher, acting for the governors. If any shorter period of notice is given, the governors reserve the right to pass on to the hirer any costs unavoidably incurred or to impose a cancellation charge.

## 21 Payment of charges

The Hirer shall pay the hiring fees, including any deposit, at the rates and times set out in the school's Charging Policy.

- 22 (i) The Hirer acknowledges that in the event that the Hirer cancels the hiring there will be a cancellation fee payable as set out in the attached Schedule and any refund of monies already paid will be at the discretion of the School.
- (ii) All hire charges must be paid within one month of the invoice being issued. This invoice will be issued at the end of each month for all the hires that have taken place in that month.
- (iii) The School reserve the right, on proper notification, to invoice the Hirer for any charges arising from excessive cleaning time incurred as a result of the Hirer failing to leave the accommodation in a reasonable condition, or for repair of the premises or equipment damaged by the Hirer, or resulting from the Hirer failing to vacate the premises by the time stipulated in the hire form.
- (iv) The Hirer shall, if so demanded, pay at the time of booking a refundable deposit to be held by the governors against costs unavoidably incurred as the result of insufficient notice of cancellation of booking, any damage caused by the Hirer, or additional cleaning required as a result of the premises not being left in a reasonably tidy condition. The proportion of the deposit to be retained will be decided by the governors and their decision will be final. Use of school meals facilities and equipment is subject to County Council conditions and a deposit of £100 is required.

## 23 Statutory requirements

- (i) All statutory requirements, including those relating to health and safety and public entertainments, must be strictly fulfilled by the Hirer. Film, music, dancing, indoor sporting events and stage events may be considered to be regulated entertainment and, as such, are licensable activities which require authorisation from the local licensing authority. For all regulated entertainment, it is the Hirer's responsibility to inform the local Licensing Authority and obtain the appropriate licence. This applies if tickets are to be sold at the door or advertised to the public, but also if tickets are offered to friends and neighbours or even if admission is free and open to all.
- (ii) No musical works in the repertoire of the Performing Rights Society may be performed in public on the premises unless the Hirer has obtained the permission of the society. No copyright material may be delivered or performed unless the consent of the owners

of the copyright has been obtained by the Hirer. The Hirer must indemnify the school and the County Council against any action for breach of copyright.

24 Attendance and behaviour

- (i) The Hirer shall ensure that the number of persons using the premises does not exceed that for which the application was made and approved.
- (ii) The Hirer shall be responsible for ensuring the preservation of good order for the full duration of the letting and until the premises are vacated. The Hirer shall at all times provide an adequate number of supervisors for any activity and those supervisors shall be present throughout the hiring period. The Hirer shall be liable for damage caused by unruly or inappropriate behaviour.
- (iii) It is the Hirer's responsibility to ensure that all those attending are made aware of their responsibilities, and the County Council's and Hirer's insurance arrangements.

25 The School reserves the right to exclude individuals or companies that it considers undesirable or inappropriate. The headteacher reserves the right to require a representative to be in attendance for the preservation of good order and safety and to recover from the Hirer any additional expenses incurred as a result of this condition. If the headteacher's representative considers the behaviour of the Hirer, its guest/delegates or third party contractors to be unreasonable, then the representative may cancel and/or terminate the event with immediate effect and the School shall not be obliged to refund any part of the Hire charge.

26 Alcohol

In no circumstances shall alcoholic drinks be available at any function without prior written consent of the governors. Permission will be granted only in exceptional circumstances. Applications must be made in writing at the time the Hirer applies for the use of the premises. If permission is granted for alcoholic drinks to be sold it will be the responsibility of the Hirer to ensure that a Temporary Event Licence is obtained from the local Licensing Authority. The Hirer agrees to comply with all conditions and limitations attached to the Temporary Events Notice he obtains.

27 The School reserves the right to require sight of a Temporary Event Notice prior to the letting.

28 Gambling

The premises may not be used for games of chance, other than bingo, unless specific permission has been granted by the governors.

29 Emergency evacuation procedures

Hirers shall familiarise themselves with the fire precautions in force on the premises and with the means of evacuation in the event of a fire, bomb warning or any other threat to safety. The Hirer is responsible for ensuring that persons attending are made aware of the evacuation procedures. Fire and other exits must be kept clear at all times.

30 Smoking

No smoking is allowed.

31 Caretaker

The caretaker is instructed by the governors to ensure that the conditions of hire are fully complied with. All reasonable instructions given by the caretaker on duty must therefore be followed.

32 Use of the premises is limited to the accommodation hired and necessary facilities such as toilets. Car parking is permitted in designated areas at the premises subject to availability.

33 Right of access

The governing body and its agents reserve the right of access to the premises during the letting.

34 The headteacher or his/her representative reserves the right to suspend or withdraw use of the school by an individual group with immediate effect on the following grounds:

- causing intentional damage to the school, its equipment or any personal belongings of other users
- violent, threatening or abusive behaviour to a member of staff or other users
- theft of any property belonging to the School or other users
- disruptive behaviour which is interfering with the activities of others
- behaviour which puts at risk the health, safety or well-being of others
- non-compliance with or breach of licensing laws
- behaviour which is deemed to be offensive and/or results in complaints from users
- refusal to follow reasonable directions from the caretaker or other members of the school's staff
- non-payment of school invoices
- any other behaviour which is considered inappropriate to the smooth and efficient operation of the School, or against the interests of all users.

Following the suspension, the user will be given reasons in writing and will be offered the opportunity to appeal to the governing body of the School whose decision will be final.

35 The Hirer may not assign or sub-let the hire of the School.

## **Appendix C: Hampshire County Council public liability insurance policy**

### **Public liability insurance policy with QBE Insurance (Europe) Limited**

Insurance cover operates for the specified duration of the letting concerning the legal liability of user(s) for:

- 1 Bodily injury to persons other than members of the using organisation as a result of its activities.
- 2 Loss of, or damage to, [arising out of the negligence of the hirer or any person or group of persons using the premises with the consent or permission (implied or otherwise) of the hirer]
  - a) the County Council's property and equipment whilst being used by the hirer
  - b) members of the using organisation's personal property

subject to an excess of £100 in respect of any loss of, or damage to, property caused other than by fire or explosion.

#### **ie. THE HIRER MUST MEET THE FIRST £100 OF EACH AND EVERY CLAIM**

The limit of indemnity is £3,000,000 in respect of any one incident

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The conditions of the policy that the hirer(s) should not deliberately do, or fail to do, anything which is known will inevitably, or with reasonable foresight, result in bodily injury or loss/damage to property.

The hirer(s) should act responsibly at all times and ensure activities are suitably controlled and organised. Care must be taken to ensure adequate supervision of inexperienced participants and appropriate use/maintenance of equipment.

Cover **does not extend** to injury as the result of participation in the activities of the hirer(s).

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It must be emphasised that insurance cover on this policy relates to **legal liability only**.

Should a claim be considered appropriate under this policy, details of the insurers and the policy number may be obtained by the hirer(s) from the school.

## **ANNEXE**

### **HIRER'S INSURANCE – INDEMNITY CLAUSE**

In accordance with the terms of hiring it is customary to require persons/organisations to accept responsibility for damage to the premises and its equipment and for the Third Party claims involving injury to persons and/or damage to property.

#### **A INJURY TO PERSONS OR PROPERTY**

- 1 The Hirer shall indemnify the school and Hampshire County Council against all claims for damages, compensation and/or costs in respect of:
  - (i) bodily injury or illness to Third Parties, including the County Council's servants and agents and/or

- (ii) damage or loss to Third Party property caused by, or arising out of, or being incidental to the Hirer's use of the premises.

- 2 The Hirer shall effect adequate insurance to cover this liability with a minimum limit of indemnity of
  - £10 million for commercial hirings except where otherwise agreed
  - £5 million for non-commercial hirings

## **B DAMAGE TO PREMISES AND EQUIPMENT**

- 1 The Hirer shall be responsible for the loss of, or damage to the premises and contents therein, which is the property of the School and/or Hampshire County Council, except when loss or damage to the premises or contents are as a result of the negligence of the School or Hampshire County Council.
- 2 The Hirer shall effect adequate insurance to cover this liability with a minimum limit of indemnity of
  - £10 million for commercial hirings except where otherwise agreed
  - £5 million for non-commercial hirings

Hirers must produce evidence that the required insurance cover is in place at least 7 days before the event.

## **NON-COMMERCIAL HIRERS**

Due to difficulties experienced by non-commercial hirers in arranging Public Liability Insurance with a Limit of Indemnity of at least £5 million (the lowest limit acceptable for use of Hampshire County Council premises) the County Council has arranged for the following policy, and Hirers who cannot produce evidence of Public Liability Insurance, must as a condition of the proposed hiring, accept the Hirer's Insurance arranged by Hampshire County Council, (provided they do not fall within the definition of the exclusions listed below).

## **HAMPSHIRE COUNTY COUNCIL – ON BEHALF OF NON-COMMERCIAL INDIVIDUALS AND ORGANISATIONS HIRING COUNTY COUNCIL SCHOOLS, COMMUNITY COLLEGES, EDUCATION CENTRES AND OTHER HAMPSHIRE COUNTY COUNCIL PROPERTIES**

### **OPERATIVE CLAUSE**

The indemnity will cover individual hirers for their legal liability for injury/illness to third parties and/or loss/damage to their property, and loss or damage to the premises and contents hired, including such liability that may be imposed on the Hirer under the terms of the hiring agreement.

### **LIMITATIONS**

For loss/damage caused other than by Fire or Explosion, cover is subject to an Excess of £100.

Damage resulting from Fire or Explosion is limited to £5 million.

### **EXCLUSIONS**

Political Meetings and Professional Entertainment Promotions.  
Commercial, business or trade hiring.

### **NOTE**

This is a public liability insurance policy. It does not provide cover for:

- (a) Employers Liability – if the Hirer has employees the Hirer must provide this cover.
- (b) Professional negligence of the Hirer – if the Hirer is providing a professional service, it must take out this cover for itself.
- (c) Personal Accident – cover for participants in the Hirer's activity where they have been injured as a result of a pure accident and there is no negligence on the part of the Hirer.

## **Appendix D: TRANSFER OF CONTROL AGREEMENT PREMISES AT CASTLE HILL INFANT SCHOOL**

This Agreement is made this day of .....(date)

Between

The Governors of Castle Hill Infant School  
of Green Bank, Winklebury Way, Basingstoke RG23 8BN

and

.....(hirer)

### **TRANSFER OF CONTROL AGREEMENT – Section 1**

This is a Transfer of Control Agreement is made under Schedule 13 to the School Standards and Framework Act 1998. We (that is the School and you) have entered into this agreement in order to enhance the use of the school for the wider benefit of the community by the provision of community facilities. This is a legal document which has the effect of temporarily transferring the use and control of all or part of the School's premises from its governing body to you for the period specified in the Schedule. This Agreement sets out details of your responsibilities in respect of the use and control of the School premises including important provisions relating to insurance and liability for anyone who is injured whilst on the School's premises. It is important that you understand all of your responsibilities by reading right through this Agreement. Your use of the School's premises is subject to the General and Special Conditions set out in this agreement (Section 2). In this Agreement references to "you" means you and the organisation, company or firm you represent and "you" and "your" shall be interpreted accordingly. The Governors agree to transfer to you the control of that part of the school premises identified below in accordance with this Agreement

School premises:

**Castle Hill Infant School,  
Green Bank, Winklebury Way, Basingstoke, Hampshire, RG23 8BN**

The part(s) of the School's premises that you can use are set out below. These are the part(s) of the School's premises which will be under your control for the periods specified below:

.....  
*(Identify the room(s) to be transferred – if possible use a plan to identify the room(s) to be transferred)*

You may also have access to the following although control will remain with the School:

.....  
*(Identify those part of the premises to which access will be permitted e.g. toilets, access route across playground, parking arrangements, use a plan if possible)*

The periods during which the part(s) of the School's premises will be under your use and control are set out below:

From ..... [date] Until : .....[date]

Day / Dates.....Times.....  
*(Insert details of the days, times and dates when the room(s) will be transferred to the third party)*

The special conditions which will apply to your use and control of part(s) of the School's premises are set out below:

.....  
*(Insert any special conditions not covered elsewhere)*

The amount that you will have to pay for using the part(s) of the School's premises are set out below:

.....  
*(This should include details of all payments due including contributions towards the cost of cleaning, care taking, heating, electricity etc. and should state when those payments should be made e.g. weekly in advance or in arrears)*

The purposes for which you can use and control the part(s) of the School's premises are set out below:

.....  
*(Include here a description of the activities that are permitted and any agreed aims and objectives. If appropriate also include how the school will monitor those activities e.g. by regular meetings)*

Your use of the School's premises is subject to the General Conditions (and where appropriate the Special Conditions) set out in this Agreement (Section 2).

## **TRANSFER OF CONTROL AGREEMENT – Section 2**

### **General Conditions**

#### **Your Use of the School's Premises**

1. The School's premises are made available to you strictly for the purposes specified. You must make sure that no-one uses the School's premises for any other purpose while under your control, without the School's prior written consent.
2. You are only allowed to use the parts of the School's premises specified (together with any necessary access to and from the School's entrance as agreed). You must make sure that no-one trespasses on any other part of the School's premises.
3. You are only allowed to use the School's premises during the times specified. You must make sure that no-one arrives earlier, or leaves later, than the stated times.
4. You are responsible for everyone who is on the School's premises for the activities you are organising and, generally, for everyone who comes on to the parts of the School's premises which are under your control at the stated times. You must ensure that they comply with all the terms of this Agreement.
5. Where you or your staff, or any volunteers working with you, are working with children or who have unsupervised access to the school premises, you must have in place a child protection policy and ensure that you, your staff and volunteers hold a valid CRB enhanced disclosure certificate.
6. You will work with the school to ensure that you comply with the School's child protection policy and such other policies as the school requires.
7. You acknowledge that the School has a responsibility to ensure safety and security on the School site and will comply with all reasonable instructions from school staff in this respect. You

will ensure that any windows, doors or other access points opened or unsecured by you or your employees shall be firmly closed at the conclusion of the activity.

8. You must do everything that you are reasonably able to do to avoid loss, damage or breakage to the School's property whilst the School's premises are under your control. Any loss, damage or breakage must be reported as soon as practicable to the School. The School will be entitled to charge you for any such loss, damage or breakage.

9. You must make sure that the School's premises are left clean, neat and tidy, and secure after every use. The School will be entitled to charge you for any additional cleaning costs arising from your use of the School's premises.

10. Where you are entrusted with keys to the School premises you will:

- 10.1 nominate one key holder and one reserve key holder
- 10.2 ensure that the key holder does not lend, pass to any other person (except when necessary to reserve key holder) or copy the keys
- 10.3 ensure that whenever you leave the School premises the premises are left secure
- 10.4 indemnify the School against any loss or damage which may be suffered as a result of any failure to comply with this clause including but not limited to costs of replacing keys and locks in the event that the keys are lost.

11. You agree that there shall be no discrimination by you against any person with respect to opportunity for employment or conditions of employment, because of age, culture, disability, gender, marital status, race, religion or sexual orientation.

12. You shall comply with the provisions of the Equality Act 2010 and shall ensure that you perform your responsibilities with due regard to the need to eliminate unlawful discrimination, and to promote equality of opportunity and good relationships between different groups with respect to age, culture, disability, gender, marital status, race, religion or sexual orientation.

13. You shall, at all times, be responsible for and take all such precautions as are necessary to protect the health and safety of all employees, volunteers, service users and any other persons involved in your activities on the school premises and shall comply with the requirements of the Health and Safety at Work Act 1974 and any other Act or Regulation relating to the health and safety of persons.

14. You will ensure that staff are appropriately qualified and there is available at all times a qualified First Aider. If food is to be provided on the premises then you will ensure that all food handlers have received food hygiene training in accordance with the Food Safety (General Food Hygiene) Regulations 1995. You will ensure that appropriate risk assessments are undertaken and reviewed in respect of your activities.

15. You will inform the School as soon as possible of any accident or any incident or complaint concerning Health and Safety or child protection issues.

16. You will provide all the materials and equipment for your activities. All purchases shall be in your name and payment shall be made directly by you.

17. You must comply with all site regulations which the School issue from time to time for users of, and visitors to, the School's premises. The School reserves the right to issue further regulations from time to time about the use of the School's premises. These may be general or they may be specific to your use and control of parts of the School's premises. You are not allowed to carry out any works or alterations to the premises without the prior written consent of the School.

### **Your Responsibility for Injury or Damage to the School's Premises**

18. You agree to indemnify the School for:-

- 18.1 any claim which may be made against the School by (or on behalf of) anyone who has been injured or whose property has been damaged
  - (a) on the School's premises whilst those premises were under your control or
  - (b) by you or by someone for whom you are responsible; and
- 18.2 any damage to or destruction of the School's premises (or property) caused whilst those premises were under your control or caused to any other part of the School's premises (or property) by you or by someone for whom you are responsible.
- 18.3 This means broadly that the School will be able to pass on to you any costs and expenses that it incurs as a result of your use of the School's premises. In order to guarantee that you will be able to meet such costs and expenses claimed by the School you will have to have appropriate insurance in place. Further details relating to your insurance cover are set out in Paragraph 19.
- 18.4 Your obligation to indemnify the School will not stop on termination of this Agreement because some claims, for example claims for personal injury, may be made some time after the injury occurred. You must make sure that your insurance policy is maintained for as long as reasonably necessary so that you are able to continue to meet your obligation to indemnify the School.

### **Your Insurance Cover**

19. You must not in any circumstances use the School's premises unless you have in place (public liability or third party hirer's) insurance covering your use and control of the School's premises. You must show the School your insurance certificate before you use the School's premises and you must let the School know immediately if any of the terms of the insurance policy (for example, the level of cover) are varied. You must make sure that all insurance premiums are paid on time. Your insurance must provide cover of at least £10 million in respect of liability for death or personal injury or damage to personal property and cover of at least £10 million in respect of damage to or destruction of the School's premises.

### **Termination**

20. Where it is stated that this Agreement will only continue until a specified date, then this Agreement will automatically terminate on that date. In any other case, the School will be entitled to terminate this Agreement at any time by giving you at least one terms notice. The School will write to you to notify you of any termination under this Paragraph. This Agreement may end sooner in the circumstances set out in Paragraphs 21 or 22.

21. In exceptional circumstances the School may have to suspend or terminate this Agreement early. This may happen, for example, where the School is permanently or temporarily closed, or where the School's premises are unsafe or are undergoing repairs or where there is a reorganisation of the School's timetable (or where it is needed for other purposes of the School). The School will write to you to notify you of any termination or suspension under this Paragraph, giving you as much notice as reasonably possible

22. The School will be entitled to terminate this Agreement at any time if:-

- 22.1 you do not pay for use of the School's premises by the due date for payment; or
- 22.2 you (or those for whom you are responsible) do not comply with all of the terms of this Agreement.

The School will write to you to notify you of any termination under this Paragraph.

### **General Provisions**

23. The School will notify you of any directions given to the School by the local education authority as to the occupation and use of the School's premises. In exercising your control of the School's premises you must act in accordance with any such directions.

24. In exercising your control of the School's premises you must have regard to the desirability of the School's premises being made available for community use.

25. If these general conditions are inconsistent with any other parts of this Agreement, then those other parts will prevail.

26. Your rights under this Agreement are personal to you and cannot be passed onto any other person or organisation.

27. This Agreement does not create a tenancy between you and the Governors or Hampshire County Council.

Signed: (Hirer):.....date.....

For and on behalf of the School:

Name: .....Date: .....

Reviewed & Approved by the Finance Committee on.....(date)