

Elford Village Hall

Church Road, Elford, Tamworth, B79 9DA
Registered Charity No: 700473



Agreement for Use of Elford Village Hall Car Park

This Agreement sets out the terms and conditions under which The Howard School ("the School") is permitted to use the car park at Elford Village Hall ("the Village Hall") for the purpose of parent and guardian drop-off and collection of pupils only.

By signing this Agreement, the School accepts responsibility for ensuring compliance with these conditions by its staff, parents, guardians, contractors, and visitors, and further agrees to adhere to the Elford Village Hall Electronic Hiring Agreement, available at www.elfordvillagehall.co.uk, which this Agreement supplements.

1. Permitted Use

The car park shall be used solely for the parking of vehicles belonging to parents and guardians of pupils at The Howard School. This use is exclusively for drop-off and collection during the agreed periods and is not permitted for any other purpose or any other time without prior written consent from Elford Village Hall Management Committee.

2. Permitted Usage Times

Use of the car park is restricted strictly to term-time weekdays **ONLY** and is permitted solely during the following periods:

- **Morning:** 08:35 hrs to 08:55 hrs
- **Afternoon:** 15:05 hrs to 15:25 hrs

Vehicles must not arrive before or remain after these agreed periods and vehicles must not be left unattended in the car park outside these times.

No further amendment to this arrangement shall take effect without the prior written consent of the **Elford Village Hall Management Committee**.

Vehicles must not arrive before or remain after the agreed periods. Vehicles must not be left unattended in the car park outside these times, this will breach the agreement

3. Compliance with Electronic Hire Agreement

The School shall ensure that all parents, guardians and visitors using the car park comply with all rules, regulations, notices and instructions contained within the Elford Village Hall Electronic Hiring Agreement, together with any additional instructions issued by Elford Village Hall from time to time.

4. Health and Safety

Parents, guardians and visitors are expected to comply with all health and safety requirements issued by both the School and Elford Village Hall.

Appropriate care must be taken when entering, manoeuvring within and exiting the car park.

5. Safeguarding

The School shall ensure that all users of the car park comply with any safeguarding arrangements, policies and procedures applicable to the use of Elford Village Hall premises as outlined in the Electronic Hire Agreement.

6. Maximum Capacity

The maximum number of vehicles permitted within the car park at any one time shall be fifteen (15).

The School shall take reasonable steps to ensure this number is not exceeded.

7. Supervision of Children

ALL children must remain under the supervision of a responsible adult at ALL times whilst on Elford Village Hall premises.

8. Access and Obstruction

Users must not obstruct entrances, exits, pedestrian walkways, emergency access routes or areas required for the operation of the Village Hall.

Emergency vehicle access must be maintained at all times.

9. Nuisance and Consideration for Others

Users of the car park must behave in a considerate manner and must not cause nuisance, disturbance, obstruction or inconvenience to local residents, Village Hall users or neighbouring properties.

10. Housekeeping and Cleanliness

The School shall take all reasonable steps to ensure that the car park and surrounding Village Hall grounds are left in a clean, tidy and litter-free condition following each period of use.

The School shall actively encourage parents, guardians and visitors to respect the Village Hall premises and neighbouring areas by disposing of litter responsibly and refraining from depositing waste, cigarette ends or other materials on the premises.

Any litter, waste or other items left as a result of the School's use of the car park shall be removed promptly by the School.

Where Elford Village Hall is required to undertake additional cleaning or waste removal arising from the School's use of the car park, the reasonable costs incurred shall be recoverable from the School.

11. Damage and Liability

The Howard School shall be responsible for any loss or damage caused to the Village Hall premises, car park, grounds, buildings, fixtures, fittings, signage, barriers or any other property belonging to Elford Village Hall arising from the use of the car park by the School, its employees, parents, guardians, contractors or visitors.

Elford Village Hall reserves the right to recover from the School the full cost of repair, replacement, cleaning, reinstatement or any associated professional fees arising from such damage.

Any such costs shall be payable within 30 days of receipt of a written invoice.

12. Responsibility for Users

The School, as the hirer of the car park, shall be responsible for ensuring that all individuals using the car park in connection with the School fully comply with this Agreement.

Any breach of this Agreement by a parent, guardian, employee, contractor, or visitor shall be deemed a breach by the School and may result in termination of this Agreement at Elford Village Hall Management Committee's discretion."

13. Vehicles and Personal Property

Vehicles are parked entirely at the owner's risk.

Elford Village Hall accepts no responsibility for loss of or damage to vehicles or their contents whilst parked on the premises.

14. Insurance

The School shall maintain Public Liability Insurance with a minimum indemnity limit of £5,000,000 for any one occurrence and shall provide evidence of such insurance upon request.

15. Indemnity

The Howard School shall indemnify and keep indemnified Elford Village Hall, its trustees, committee members, volunteers and representatives against all claims, demands, actions, proceedings, losses, liabilities, costs and expenses arising from:

- a) the use of the car park by the School, its employees, parents, guardians, contractors or visitors;
- b) any injury, loss or damage caused by persons attending the premises in connection with the School;
- c) any breach of this Agreement by the School or persons for whom the school is responsible.

16. Suspension and Termination

Elford Village Hall reserves the right to suspend access to the car park immediately where:

- a) the car park is required for any event or activity taking place at Elford Village Hall
- b) there has been a breach of this Agreement
- c) health and safety is being compromised
- d) safeguarding concerns have arisen
- e) continued use may result in damage to the premises or disruption to Village Hall activities.

Repeated or serious breaches will result in immediate termination of this Agreement.

17. Recovery of Costs

Any reasonable costs incurred by Elford Village Hall arising from a breach of this Agreement, including repair costs, cleaning costs, administrative costs, professional fees or legal expenses, shall be recoverable from the School.

18. Review and Variation

This Agreement shall be kept under review by Elford Village Hall and The Howard School and may be amended, varied or updated from time to time as reasonably required to reflect operational needs, health and safety requirements, safeguarding considerations, legal obligations or any other relevant circumstances.

Where practicable, any proposed changes shall be discussed between the parties in advance and confirmed in writing. Continued use of the car park following notification of any agreed amendments shall constitute acceptance of those amendments.

Signed on behalf of Elford Village Hall Management Committee

Name: _____

Position: _____

Signature: _____

Date: _____

Signed on behalf of The Howard School

Name: _____

Position: _____

Signature: _____

Date: _____