



Extended Schools: Diocesan Guidance

The government wants all schools to become extended schools by 2010, providing core services including childcare, a varied menu of activities for young people, parenting support (including family learning), swift and easy referral to a wide range of specialist support services and extended community access, including adult learning. It has made it clear that schools are not expected to make this "extended offer" alone - the local authority/children's trust will help to bring schools together with partners.

A key consideration for schools will be whether they have the capacity to deliver extended services. The government states that there is no expectation that teachers will deliver extended services nor is it necessarily incumbent on the headteacher to be responsible for the management of these services and says that a range of models and examples will be available on the DfES and NRT websites. It believes that workforce remodelling will provide schools with the skills necessary to create a staffing structure appropriate to the services they wish to deliver. It is suggested that schools should look at the expertise both within the school and locally to determine the best person to deliver each aspect of extended services.

The development of extended services has many implications for the role and responsibilities of school governors. As schools develop a range of year-round services, often working with third parties, it is vital that responsibilities and accountabilities for these services are made clear and communicated to the school community. Relationships with third party providers should be underpinned by written agreements with the governing body (and the Diocesan Trustees where appropriate) in which accountabilities and responsibilities are made clear. The Department for Schools and Colleges is able to advise on the content of such agreements.

The governing body works with the Head and leadership team in providing a vision for the school. Therefore governor endorsement in the development of extended services is essential. Governing bodies will need to be involved in the ongoing monitoring, evaluation and overseeing of the extended activities, maybe as part of a steering group, helping to locate supplementary funding sources to safeguard the delegated budget, securing suitable insurance and appointing extra staff.

The governing body has ultimate responsibility for deciding whether the school should offer additional activities and services and what form these should take. Before making any decisions, governors need to be aware of any additional responsibilities that may result from providing additional services through the school. Governors will wish to develop the services that support the aims and ethos of their schools. Some parents may be anxious about the services that may be on offer. An important role for governors will be to work with headteachers to alleviate these concerns.

Section 27 of the Education Act 2002 gives governing bodies of all maintained schools the enabling power to provide, or enter into contracts to provide facilities and services that "further any charitable purpose for the benefit of pupils at the school, their families or people who live or work in the locality in which the school is situated." This will cover the vast

majority of services and activities that schools may want to provide.

Section 28 of the Act puts in place a number of safeguards which include a duty on the governing body to consult before establishing extended services and a duty to abide by provisions that may be contained in the LEA's scheme for financing schools. For more information contact Governors Services in your LEA.

The Diocesan Trust Deed, to which the governors must conform under Chapter III, paragraph 38(4) of the School Standards and Framework Act 1998, places some constraints on extended school activities. Essentially the governors may not lease or licence the premises for any purpose which is inconsistent with the principles of the Church. In addition they are required under the School Schedule of the Trust Deed to obtain 'the prior approval (*of the Trustees*), in writing, before leasing or giving up or transferring possession or control of the school premises'.

Before allowing the use of the premises by outsiders, the governors will need to satisfy themselves that the hirers or lessees will not use them for an activity which is contrary to the teachings and norms of the Catholic Church.

The DfES know-how leaflet on governance (www.teachernet.gov.uk/extended_schools) provides different models for governance arrangements in extended schools and tips for governors to consider if pursuing this option.

Diocese of Clifton
Use of School Premises other than by the School Itself

Under Schedule 13 of the School Standards and Framework Act (SSFA) of 1998, the control and use of the premises of voluntary aided schools, both inside and outside school hours, resides with the governing body although the Diocesan Trust Deed, to which the governors must conform under Chapter III, paragraph 38(4) of the same Act, places some constraints on its use. Essentially the governors may not lease or licence the premises for any purpose which is inconsistent with the principles of the Church. In addition they are required under the School Schedule of the Trust Deed to obtain 'the prior approval, in writing, before leasing or giving up or transferring possession or control of the school premises'.

Before allowing the use of the premises by outsiders, the governors will need to satisfy themselves that the hirers or lessees will not use them for an activity which is contrary to the teachings and norms of the Catholic Church. Secondly they will need to determine which form of hire agreement is appropriate.

A LEASE must be used when agreeing:

- **exclusive use** of
- **a defined area** of the school premises by a group or individual for
- **a specified period.**

E.g. exclusive use of a demountable building by a pre-school group.

In this situation the governors must obtain the approval of the Trustees, through the Department of Schools and Colleges, in advance. A lease agreement, signed by both the governors and a representative of the Trustees (as owners of the property), as well as by the tenants, must be issued. The Trustees will insist that such an agreement is checked by their solicitors prior to signature and that the cost of this is borne by the governors of the school since the funds necessary for the governing body to discharge its functions under the SSFA must be delegated to them by the LEA under their LMS scheme. The governors may, of course, recover the costs from the lessee. When such a lease is granted, the lessee has the right to apply for renewal at the end of the lease period.

In addition to the lease agreement, which defines the lessee, the area, the rent and the period of the lease, a **PROTOCOL** for the operation of the lease should be agreed between the governors and the lessee. Agreeing to sign the protocol should be a condition of the lease and it can be reviewed more frequently than the terms of the lease. This protocol should stipulate the conditions that will apply in how the lease will operate e.g. access times, arrangements for recuperation of costs incurred by the school on behalf of lessee, security, cleaning etc. It should form the basis of the working relationship between the school and the lessee.

The Trustees have asked Stone King to produce model Lease and Protocol documents and we hope to make these available on the website shortly.

A LICENCE grants use of all or part of the premises which is used at other times by the school. E.g. use of the school hall by a badminton club one evening per week. In this situation the organisation/hirer is not granted exclusive use of any part of the premises and can be required to meet conditions of hire designed to ensure that the shared use does not adversely impact on the work of the school. If a school is considering granting a licence to an outside organisation or individual, prior approval of the Trustees is not required although we would advise that the Diocesan model licence form for schools is used. The model licence agreement form has been updated and is available on the Department's website.

Dated

200[]

LEASE

Relating to

School

CLIFTON CATHOLIC DIOCESAN TRUSTEES REGISTERED (1)

And

(2)

13 Queen Square
Bath
BA12HJ
T: 01225 337599
F: 01225 335437
DX 8001 Bath
www.stoneking.co.uk



Also at :
28 Ely Place
London
EEC1N 6TD
T: 020 7796 1007
F: 020 7796 1017

LEASE made

200[]

Between

(1) **CLIFTON CATHOLIC DIOCESAN TRUSTEES REGISTERED** of St Ambrose Leigh Woods
Bristol **"Landlord"**

(2) _____ of _____ **"Tenant"**

1. **Recitals**

1.1 Words and phrases used in these Recitals which are defined in the Particulars below shall bear the same meaning

1.2 The Premises are owned by the Landlord for the purposes of the School

1.3 It has been agreed that the Tenant shall have the right to enter on the Premises for the purpose of running [pre and] after-school day care for pupils attending the School on the terms contained in this Lease

1.4 The Tenant has accepted that its operation shall comply with the terms of the Use Agreement

2. **Particulars**

In this lease the following expressions shall have the following meanings:

2.1 **"Governing Body"** means the Governing Body of the School

2.2 **"Premises"** means those parts of the School site shown [edged red] on the attached plan

2.3 **"Permitted Use"** means the provision of Pre-School and Out of School Day Care

2.4 **"Permitted Hours"** means [] on Mondays to Fridays during School terms only

- 2.5 **"Rent"** means £ [] [together with VAT on all such sums at the appropriate rate] payable [termly] in advance by Bankers Order to the Landlord or to the Governing Body if the Landlord shall so direct
- 2.6 **"School"** means [] School (which is a voluntary aided school)
- 2.7 **"Term"** means the period of [] calendar months from [] 2005]
- 2.8 **"the Use Agreement"** means set of terms and conditions approved by the Governing Body from time to time regulating the activities of the Tenant [which at the date of this Lease are those shown attached] and include such variations as the Governing Body reasonably requires from time to time
- 2.9 **"the 1954 Act"** means the Landlord and Tenant Act 1954 as amended or substituted from time to time and includes any regulations made thereunder

3. **Demise**

Subject to clauses 4 and 5 the Landlord demises the Premises to the Tenant for use during the Permitted Hours throughout the Term for the Permitted Use and for no other purpose AND grants access to the Premises over such routes as the Landlord reasonably directs in order to access the Premises for the Permitted Purpose only and subject to the terms of the Use Agreement

4. **Tenant's Covenants**

The Tenant covenants with the Landlord:

- 4.1 to pay the Rent on the days and in manner provided and in default to pay interest thereon at four percent per annum above [] Bank Base Rate for the time being both before and after any judgment
- 4.2 to maintain the Premises (and any School equipment that the Tenant may from time to time be allowed to use) in as good a condition as they are at the date hereof and to leave

or hand back the same in such condition and with vacant possession and neat and tidy at the end of the Term (or sooner determination)

- 4.3 not to make any alteration or addition to the Premises
- 4.4 not to exhibit any sign poster or advertisement visible from outside the Premises without the prior consent of the [Governing Body]
- 4.5 Not to overload the floors ceilings or structure of the Building containing the Premises
- 4.6 not to assign underlet charge part with possession or occupation or hold on trust for another the Premises or any part or parts of them
- 4.7 Not to apply for any planning permission in respect of the Premises or the School site
- 4.8 To permit the Landlord (and anyone authorised by the Landlord) to have access to the Premises to inspect the Premises and its use to carry out any statutory obligation or for any other reasonable purpose
- 4.9 not to do any act matter or thing which would or might constitute a breach of any statutory requirement affecting the Premises or which would or might vitiate in whole or in part any insurance effected in respect of the Premises from time to time or which would be a nuisance or unreasonable disturbance to the School or the owner of any neighbouring property
- 4.10 to indemnify the Landlord and keep the Landlord indemnified against all losses claims demands actions proceedings damages costs or expenses or any other liability arising in any way from this Lease any breach of any of the Tenant's undertakings herein or the exercise or purported exercise of any of the rights granted by this Lease and in particular to indemnify the Landlord in respect of any claims by parents of pupils attending the School arising directly or indirectly from the grant of this Lease

4.11 to comply with the terms of the Use Agreement but so that in the event of any discrepancy between the provisions of the Use Agreement and this Lease, the terms of this Lease shall prevail and in any event to comply with the following provisions

4.11.1 to procure and maintain registration with OFSTED and any other relevant body as a provider of out of school day care at the Premises

4.11.2 to produce to the Landlord and the Governing Body copies of all policies that the Tenant is required to have in place and to notify the Landlord within fourteen days of any amendment to such policies

4.11.3 to comply at all times and in all respects with all recommendations of OFSTED and any other relevant body and in particular

- (a) to meet the National Standards for under Eights Day Care
- (b) to ensure that enhanced Criminal Records Bureau checks are made on all staff who will be working with children
- (c) to comply appropriately with child protection procedures
- (d) to maintain appropriate documentation

4.11.4 not to discriminate unlawfully

4.11.5 to enter into contracts with parents of pupils that make it clear that the Tenant has sole responsibility for the services provided by the Tenant

4.11.6 to comply at all times with any direction given by the Headteacher of the School or by such others as the Headteacher may designate as authorised to give directions

4.11.7 to allow the Landlord and Headteacher (or such others as the Headteacher may designate) to have access at all times to observe the activities of the Tenant

Provided that neither the Landlord nor the Governing Body shall have any responsibility to the Tenant for any failure to notify the Tenant of any deficiency on the part of the Tenant or her staff

4.11.8 to meet with the Headteacher or such other person as the Headteacher may designate not less frequently than once a month during term time to discuss such matters as the School or the Landlord may designate

5. **Landlord's Covenant**

That subject to the Tenant duly paying the Rent and observing the covenants on the part of the Tenant the Tenant shall have quiet enjoyment of the Premises

6. **Re-Entry**

If the Rent shall not have been paid for 21 days after it has fallen due or if there shall be a breach by the Tenant of its covenants under Clause 4 of this lease then and in any such case it shall be lawful for the Landlord or any person authorised by the Landlord at any time afterwards to re-enter upon the Property or any part of it in the name of the whole and thereupon the Term shall absolutely determine without prejudice to any right of action of the Landlord in respect of any breach of the Tenant's obligations contained in this Lease

7. **Service of Notices**

7.1 Section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962 applies to all notices which may require to be served under the terms of this Lease except that section 196 is deemed to be amended as follows: -

7.2 the final words of section 196(4) "and that service be delivered" are deleted and there is substituted "and that service is deemed to have been made on the third working day after the registered letter has been posted" and "working day" means any day from

Monday to Friday (inclusive) other than Christmas Day, Good Friday and any statutory or bank holiday;

7.3 if the party to whom any notice to be served consists of more than one person the service of notice upon one of such persons constitutes service upon all of them;

7.4 any notice to be given by a party may be given by that party's solicitor or agent and when addressed to a party is not rendered invalid by reason of that party having died, become insolvent or changed name, whether or not the party serving notice is aware of the fact.

8. **Exclusion of S.62 L.P.A.**

8.1 The operation of section 62 of the Law of Property Act 1925 is excluded from this Lease and the only rights granted to the Tenant are those expressly set out in this Lease and the Tenant is not by virtue of this Lease deemed to have acquired or be entitled by any means whatsoever (other than express grant) to any easement from or over or affecting any other land or premises now or at any time after the date of this Lease belonging to the Landlord and not comprised in this Lease.

9. **Exclusion of sections 24-28 of the 1954 Act**

9.1 The parties confirm that:

9.1.1 the Landlord served a notice on the Tenant, as required by section 38A(3)(a) of the 1954 Act, applying to the tenancy created by this lease, [not less than 14 days] before this lease was entered into a copy of which notice is annexed to this lease;

9.1.2 [the Tenant] [[NAME OF DECLARANT] who was duly authorised by the Tenant to do so] made a [statutory] declaration dated [DATE] in accordance with the requirements of section 38A(3)(b) of the 1954 Act [a certified copy of which [statutory] declaration is annexed to this lease]; and

9.1.3 there is no agreement for lease to which this lease gives effect

9.2 The parties agree that the provisions of sections 24 to 28 of the 1954 Act are excluded in relation to the tenancy created by this lease.

10. **Charities Act 1993**

10.1 The Landlord holds their interest in the Premises on trust for a charity which is a non-exempt charity and this Lease is not one falling within paragraphs (a) (b) or (c) of section 36(9) of the Charities Act 1993 so that the restrictions on disposition imposed by s36 apply to the Premises

10.2 The Landlord as trustee of the charity certifies that it has power under the trusts of the charity to effect this disposition and that it has complied with the provisions of the said section 36 so far as applicable to this disposition.

10.3 (if the Tenant is a charity) the Tenant declares that it holds the Premises on trust for a charity which is a non exempt charity and the restrictions on disposition imposed by s36 of the Charities Ct 1993 apply to this Lease (subject to subsection 36(9))

SIGNED on behalf of the Landlord:

.....

SIGNED by the Tenant:

.....

[] SCHOOL

PROTOCOL FOR THE OPERATION OF PRE AND AFTER-SCHOOL FACILITIES

Dated:

Preamble

This Protocol relates to the provision and operation of pre-school and after-school facilities (“the Facilities”) to be provided for [] School (“the School”) by [] of [] (“the Provider”) and has been agreed between the Provider and the Governing Body of the School (“The Governing Body”). It is to be read in conjunction with a Lease (“the Lease”) of the part of the School to be occupied by the Provider (“the Premises”) that has been entered into by the Provider with the Trustees of the School, Clifton Catholic Diocesan Trustees Registered (“the Trustees”) but if there is any conflict between the provisions of the Lease and this Protocol, the Lease will prevail.

The Governing Body may delegate any of its functions under this Protocol to the Headteacher of the School.

1. THE FACILITIES

- (a) The Providers will provide the Facilities at the Premises as a private enterprise and will have full responsibility and liability for all that is done in connection with such provision.

- (b) In providing the Facilities, the Provider will strive to enhance, reflect and support the work of the [] School and shall respect and support the distinctive ethos and character of the school. In particular, the Providers will ensure that nothing is done that is contrary to the Catholic ethos of the School and will ensure that all those working for the Providers act accordingly.
- (c) The School is not in any way involved in or be responsible for any aspect of the Facilities and this shall be stated in the promotion material and documentation given to parents and carers in such form as the Governing Body may reasonably require.

2. PURPOSE OF THE FACILITIES

- (a) The Pre School Facility provides a service for children of pre school age during the hours specified below
- (b) The After School Facility provides care for children of primary school age after the end of the normal school day
- (c) The details of the respective provisions and the obligations to be met by the Providers are set out in the Schedule attached to this Protocol

3. HOURS OF BUSINESS

On every Monday to Friday during School term times:

- (a) The Pre School Facility shall be open from not later than 08:30 until not later than 15:00 hours.
- (b) The After School Facility shall be available between the hours of 15:15 and 18:00.

4. THE CHILDREN

- (a) The maximum number of children in the Pre School Facility shall be 20 at any time.
- (b) The maximum number of children in the After School Facility shall be 24 at any time.
- (c) No child over primary school age shall be accepted at the After School Facility.

5. FINANCE AND INSURANCE

- (a) The parties will cooperate in seeking to secure any grants that may be available from time to time including but not limited to New Opportunity Fund monies.
- (b) The scale of fees for both Facilities shall be fixed by the Provider in consultation with the Governing Body.

- (c) The Provider shall pay all fees levied by OFSTED and any other fees, which are required for delivery of this service.
- (d) The Provider shall obtain all insurances relevant to the provision of the Facilities and shall produce certificates of these items to the Governing Body when so requested.
- (e) The Provider shall have all appropriate policies and insurances in order to ensure proper recruitment/employment of staff, health and safety and the protection of the public and will make these available to the Governing Body for inspection when so requested.
- (f) The Provider shall arrange and produce to the Governing Body such other insurances as the Governing Body may reasonably require
- (g) The Provider shall produce to the Governing Body evidence of the renewal of every policy of insurance and of the payment of the relevant premium within 14 days of such renewal
- (h) [If relevant] In addition to the rent payable under the Lease the Provider will pay to the Governing Body [set out the amount of any fee payable and when it is to be paid, e.g termly in advance]

6. USE OF PLAYING FACILITIES

[Insert any provisions relating to the use of playground or playing fields]

7. BUSINESS NAME

The Provider shall operate under the name of [] or such other name, as the Governing Body shall reasonably approve.

8. ACCESS AND PARKING

[Insert any special conditions relating to access and car-parking]

SCHEDULE

DETAILS OF SERVICES AND APPLICABLE CONDITIONS

- (a) The Provider must secure OFSTED registration of the Pre School Facility before starting to operate
- (b) The Provider must meet and maintain all of the National Standards set by OFSTED in day-to-day operations and at inspection.
- (c) In relation to the Pre-School the Provider shall deliver the Foundation Stage of the National Curriculum. The Provider shall create its own Complaints Policy.
- (d) The Pre School and After School sessions shall each have appropriate activities for the needs and age of children present on each day. In particular, the Provider will operate the After School Facility so as to enable the children to complete any homework, to take part in other appropriate activities and to have positive after school experiences.
- (e) The Provider shall be responsible for all staffing issues including recruitment and selection, pay, discipline, training, sickness and time off. The Provider will indemnify the Governing Body against any claim by any worker that is not attributable to personal injury for which the Governing Body would be liable by reason of the negligence of the Governing
- (f) The Provider shall ensure:

- (i) that whenever there are 16 or fewer children on the premises there shall be at least 2 members of staff on duty; and
 - (ii) that whenever there are between 17 and 24 (both numbers inclusive) children present there shall be at least 3 members of staff on duty.
- (g) The Provider shall provide sufficient staff to cope with sickness, excursions, holidays and emergencies including escorting children to hospital or otherwise for medical attention should the need arise.
- (h) The Provider shall set up a Consultative Forum to include parents/carers of children using the service, School/Diocesan representatives and nominated others, to provide an opportunity for stakeholder involvement and to help maintain the quality of the service. This Forum shall meet at least once a term.
- (i) The Provider shall make available to the Consultative Forum, information about the occupancy levels of the settings, any serious problems that have arisen and any reports from OFSTED or other supervisory or advisory bodies about the service.
- (j) The Provider shall work towards a nationally recognised Childcare Quality Assurance Award and will report on progress towards this award to the Consultative Forum. It is expected that quality assured status will be confirmed within 15 months of opening.

- (k) The Provider may not sub-contract or assign any part of the service and must remain in personal control at all times.

FORM FOR LICENCE TO HIRE AGREEMENT

TO BE USED ONLY FOR NON-EXCLUSIVE (i) ONE –OFF OR OCCASIONAL SHORT-TERM HIRE (LESS THAN THREE MONTHS’ DURATION) OR (ii) REGULAR REPEAT FOR SHORT PERIODS OUTSIDE SCHOOL HOURS (FOR MAXIMUM OF ONE SCHOOL YEAR)

ANY OTHER ARRANGEMENT MUST BE REFERRED TO THE DIOCESAN TRUSTEES, THROUGH THE DEPARTMENT FOR SCHOOLS AND COLLEGES, AND SHALL NOT BE VALID IF PURPORTED TO BE GRANTED BY THIS AGREEMENT

For the hire of a room/hall/pitch/field/play area/changing room/
shower facility/other (the Hired Space”)

delete/complete as appropriate)
Plan attached YES/NO

ATSCHOOL(“School”)
(full name of school)

.....
(address of school)

on dates(s)

DURING THE HOURS OF(“Period of Hire”)

FOR THE PURPOSE OF“Permitted Use”)

BY(“Applicant”)
(applicant’s name)

of
.....
(address and postcode)

.....
(telephone)

Contact Name
(if corporate hirer)

Hiring Fee £..... (for each date – total

Deposit £.....

Please note:

A. THE GOVERNING BODY

The freehold of the School is held on trust by Clifton Catholic Diocesan Trustees Registered (“the Diocese”) and the operation of the School and the management of use of the Hired Space is vested in the Governing Body of the School (“the Governing Body”)

B. APPLICATION

All communications for the hire of the Hired Space must be returned to the School addressed to the Clerk of Governors who may call for more details before the hiring is permitted.

C. APPLICANT

The Applicant who signs this form must be over 18 years of age and shall be personally responsible for all payments and compliance with the terms of hire.

D. PERMISSION TO USE THE HIRED SPACE

If the Governing Body has confirmed agreement by signature below the Applicant is given licence to use the Hired Space for the purposes stated above and no other purposes on the terms set out above and the terms of hire set out below of this permission.

TERMS OF LICENCE TO HIRE

1. FEES AND DEPOSIT

- 1.1 The hiring fee and any deposit must be paid to the Head (on behalf of the Governing Body) at the time of booking.
- 1.2 Special arrangements may be made for multiple bookings at the discretion of the Governing Body.
- 1.3 The deposit will be used towards making good any damage loss or costs connected with the hiring and any balance will be returned to the Applicant. Paying a deposit does not limit the liability of the Applicant.

2. APPLICANT’S UNDERTAKINGS

The Applicant shall in any use of the Hired Space:

- 2.1 responsible for the Hired Space and the behaviour of all persons connected with this agreement and their car parking arrangements so as to avoid any obstruction to the Governing Body or other users of the Hired Space and the School or those in the vicinity of the School.
- 2.2 Take all precautions for the safety of all persons entering/using the Hired Space during the period of hire.
- 2.3 Prevent the Hired Space being used in such a way which is unlawful or contrary to the doctrines of the Roman Catholic Church or which does or may cause a nuisance annoyance or disturbance to others in the vicinity of the Hired Space or the School.
- 2.4 Prevent damage to any part of the School which includes but is not limited to any decorations furniture fixtures and fittings building fabric and be liable for any damage to the School connected with the hiring
- 2.5 In the event of any damage to the School connected with this agreement to pay to the Governing Body on demand the costs of any repair and any loss of income resulting from the School not being used which is attributed to the damage.
- 2.6 Not move or alter or add to any furniture or equipment or electrical or heating or lighting systems or install or use any electrical gas or oil powered appliance at the School without the prior agreement of the Governing Body.
- 2.7 Prevent the consumption of alcohol gambling or gaming broadcasting filming or public performance at the Hired Space unless the prior written approval of the Governing Body has been obtained and all legal requirements are met in full.
- 2.8 Obtain any necessary consents, licences or permissions for the use of the Hired Space and comply with them and any statutory common law or other requirements of any competent authority.
- 2.9 Prevent smoking on any part of the Hired Space
- 2.10 Leave the Hired Space in a clean and tidy condition and securely locked with all furniture or equipment returned to their original positions (unless otherwise agreed by the Governing Body).
- 2.11. Observe any security requirements for the use of the Hired Space as the Governing Body may specify.
- 2.12 Indemnify the Governing Body to Head and the Diocese from and against all actions proceedings costs claims and demands or other liability which may arise in any way whatsoever in connection with the hiring including (without limitation) any breach of the terms of this agreement.
- 2.13 The Applicant confirms that the Applicant is insured in the minimum sum of £2 million in support of its obligations under this agreement and if required will on demand produce to the Governing Body evidence of

such insurance. Failure to produce satisfactory evidence of such insurance may result in immediate cancellation at any time of this agreement by the Governing Body.

2.14 Not to impede the Governing Body the Diocese the Head or anyone authorized by them in the exercise of the Governing Body's and Diocese's rights of possession and control of the School.

2.15 To observe the regulations made by the Governing Body or the Head from time to time.

2.16 Not to affix or display any signs flags or advertisements at the School without the Head's consent.

2.17 To be responsible for the efficient supervision safety and good order of all those making use of the School pursuant to this agreement.

3. CANCELLATION BY APPLICANT

3.1 If the applicant wishes to cancel the hiring in whole or in part the Applicant must give to the Governing Body notice to that effect.

3.2 If such notice is given not later than (one month) prior to the Period of the hiring and if the Governing Body is able to effect an alternative hiring then the Governing Body will refund to the Applicant the Fee less a 10% administration charge but otherwise the Governing Body will be entitled to retain the whole of the Fee.

4.0 CANCELLATION BY THE GOVERNING BODY

4.1 The Governing Body may cancel the hiring if the Hired Space is required for any purpose in connection with a Parliamentary or local government election or if the Hired Space is rendered unusable.

4.2 If the hiring is cancelled for any such reason as is mentioned in Condition 5.1 the Governing Body will give the Applicant the maximum practicable notice and refund the Fee but will not otherwise be liable to the Applicant.

5.0 BREACH BY THE APPLICANT

If the Applicant fails to observe and perform any of these conditions the Governors Body may:

5.1 Charge to recover from the Applicant any expenses incurred by the Governing Body and the Diocese in remedying any such failure including the cost of employing attendants workmen cleaners or other persons as may be appropriate and

5.2 cancel this or any other hiring of the Hired Space by the Applicant without incurring any liability to the Applicant for the return of any fee or otherwise.

6.0 GENERAL

6.1 The Governing Body gives no warranty that the Hired Space is legally or physically fit or suitable for the Applicant's purposes and the Applicant must satisfy him/herself as to its suitability.

6.2 The Governing Body and the Diocese and all persons authorized by either of them have the right to enter use and occupy the Hired Space at all times.

6.3 The hiring does not grant any interest or estate in the Hired Space and is not intended to create the relationship of landlord and tenant.

6.4 The Applicant shall pay any VAT chargeable in respect of any supply made to the Applicant.

6.5 Neither the Diocese nor the Head nor the Governing Body shall be liable for the death or injury to or damage to any property of or for any losses claims demands actions proceedings damages costs or expenses or other liability incurred by the Applicant or any person enjoying or purporting to enjoy the benefit of this agreement (to the extent that exclusion of such liability is permitted by law).

6.6 The Special Conditions attached shall apply to this agreement.

I accept the above terms of hire.

SIGNED

.....
(Applicant)

DATE

CONFIRMED and AGREED

.....
Clerk to the Governing Body/Head on behalf of the Governing Body

BRIEFING NOTE TO SCHOOLS

- The agreement is intended for use in relation to applications for use of space at schools, for example, during holidays or evenings. The agreement should **not** be used when a defined area of the premises is hired for the exclusive use of the outside provider for a specified period of time. In this situation a lease agreement must be signed. A model lease agreement and protocol is available from the Clifton Diocesan Department for Schools and Colleges and is available on its section of the Clifton Diocese website (www.cliftondiocese.com/schools.php). Any regular repeat hire (such as regular evening use) should be reviewed every school year by the Governors and fresh agreements entered into for each school year.
- The document takes the form of an application to be completed by the applicant (after the school has completed the school's details), signed by the applicant and returned to the Clerk of Governors.
- The Governors will then consider the application and, if agreed, countersigned the agreement.
- It is suggested that the application is prepared in duplicate so that each party has one copy signed by both parties.
- It is very important that the Applicant's insurance provision is checked as, without this, liability can potentially fall on the governing body should someone injure themselves on the property.
- Careful consideration should be given to taking deposit on each occasion.
- Each school should review the terms of the agreement so that they are familiar with them.
- If there are any special conditions which apply to a particular school, these should be added to the agreement by attaching a schedule of those conditions before sending the form to the applicant for completion.
- If schools in their operation of the agreement have any suggestions to improve the agreement, these would be welcome. Could these please be forwarded to Peter Bradshaw or David Byrne?