



Tarleton Holy Trinity Church of England (Aided) Primary School

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School Finance Policy

Including:

- School Charging and Remissions Policy
 - Internal Financial Regulations Policy
 - Debt Management Policy
 - Control of Assets Policy
 - Lettings policy (including Lettings Charges and Transfer of Control Agreement)
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POLICY

*Tarleton Holy Trinity
Church of England (Aided) Primary
School*



School Finance Policy

This policy reflects the Christian ethos and vision statement of our school.

Our Mission Statement

Tarleton Holy Trinity Church of England (Aided) Primary School is a loving Christian Family where everyone is valued, we all achieve and our dreams for the future begin.

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1. SCHOOL CHARGING AND REMISSIONS POLICY

INTRODUCTION

This charging and remissions policy complies with statutory requirements and is reviewed on an annual basis.

CHARGING POLICY

Activities without charge

There will be no charge for the following activities:

- education provided wholly or mostly during school hours. This includes the supply of any materials, books, instruments, other equipment and also transport provided in school hours to carry pupils between the school and an activity;
- education provided outside school hours if it is part of the National Curriculum, or part of a syllabus for a prescribed public examination which the pupil is being prepared for at the school, or part of religious education;
- instrumental and vocal music tuition for pupils learning individually or in groups , unless the tuition is provided at the request of the pupil's parent / carer.
- entry for a prescribed public examination including re-sits if the pupil has been prepared for it at the school
- examination re-sit(s) if the pupil is being prepared for the re-sit at the school

Voluntary Contributions

The school may ask for voluntary contributions towards the cost of school-time activities to assist with funding, subject to the following conditions:

- any children of parents who do not wish to contribute will not be treated any differently;
- where there are insufficient contributions to make the activity viable, or the school cannot fund it from some other source, then the activity will be cancelled.

All requests to parents for voluntary contributions will make it clear that the contributions are voluntary and that there is no obligation to make any contribution.

Chargeable Activities

The school may recover the full costs of the following activities but charges will not exceed actual cost:

- any materials, books, instruments, or equipment, where the child's parent wishes him/her to own them;

- optional extras (see below);
- music and vocal tuition, in limited circumstances (see Appendix A);
- certain early years provision (see the Education (Charges for Early Years Provision) Regulations 2012);
- community facilities. (see S27 Education Act 2002)

Optional Extras

Charges may be made for some activities which are detailed below:

- education provided outside of school time that is not:
 - part of the national curriculum;
 - part of a syllabus for a prescribed public examination that the pupil is being prepared for at the school; or
 - part of religious education.
- examination entry fee(s) if the registered pupil has not been prepared for the examination(s) at the school;
- transport (other than transport that is required to take the pupil to school or to other premises where the local authority/governing body have arranged for the pupil to be provided with education);
- board and lodging for a pupil on a residential visit (subject to remission arrangements)
- extended day services offered to pupils (for example breakfast club, after-school clubs, tea and supervised homework sessions where this is run under the responsibility of the governing body).

(note: schools may wish to attach a schedule of current charges as an appendix to the policy)

In calculating the cost of optional extras an amount may be included in relation to:

- any materials, books, instruments, or equipment provided in connection with the optional extra;
- the cost of buildings and accommodation;
- non-teaching staff;
- teaching staff engaged under contracts for services purely to provide an optional extra, this includes supply teachers engaged specifically to provide the optional extra; and
- the cost, or an appropriate proportion of the costs, for teaching staff employed to provide tuition in playing a musical instrument, or vocal tuition, where the tuition is an optional extra.

Any charge made in respect of individual pupils will not exceed the actual cost of providing the optional extra activity, divided equally by the number of pupils participating.

Remissions Policy

There will be no charge for board and lodgings for pupils whose parents are receiving specified benefits. This is subject to change but usually equates to pupils being eligible for free school meals (due to the receipt of specified benefits and not through the introduction of universal infant FSM). Current eligible benefits can be found on the DfE website.

Charges for other 'chargeable activities' may also be fully or partly remitted. Where appropriate Governors approve the use of the delegated budget and other funding streams such as Pupil Premium to allow 'chargeable activities' to be fully or partly remitted.

Details of any remission arrangements will be made clear when parents are informed of charges for individual activities.

APPENDIX A

Music Tuition

Although the law states that, in general, all education provided during school hours must be free, instrumental and vocal music tuition is an exception to that rule.

The Charges for Music Tuition (England) Regulations 2007 set out the circumstances in which charges can be made for tuition in playing a musical instrument, including vocal tuition.

Charges may now be made for vocal or instrumental tuition provided either individually, or to groups of any size, provided that the tuition is provided at the request of the pupil's parent. Charges may not exceed the cost of the provision, including the cost of the staff who provide the tuition.

The regulations make clear that charging may not be made if the teaching is either an essential part of the national curriculum, or is provided under the first access to the key stage 2 Instrumental and Vocal Tuition Programme. They also make clear that no charge may be made in respect of a pupil who is looked after by a local authority (within the meaning of section 22(l) of the Children Act 1989).

2. INTERNAL FINANCIAL REGULATIONS POLICY

ESTABLISHMENT OF BUDGET HEADINGS, MONITORING AND CONTROL PROCEDURES AND EXERCISE OF VIREMENT

Each year, on receipt of its budget share from the LA the Governing Body shall establish appropriate budget headings for the school as a whole under which the budget shall be controlled and determine the initial budget allocation to each heading. Any changes to budget allocations following notification by the Authority of the previous year's surplus/deficit brought forward shall be determined by the Governing Body.

The Headteacher may sub-divide the budget determined by the Governors on a departmental or other basis in order to facilitate day to day administration and control.

The Headteacher shall be empowered to exercise virement between budget headings approved by the Governors of up to £5,000 (or 25% of the budget heading from which resources are being transferred, whichever is the lower) in total for any heading during the year. Any virement exercised shall be reported to the Governors at their next meeting. Virement in excess of this figure requires the prior approval of the Governing Body.

The Headteacher shall establish suitable arrangements for the control and monitoring of expenditure against budget headings.

At termly intervals, the Governors shall receive from the Headteacher a report on school expenditure compared with budget. Reasons for any significant variances between actual and estimated expenditure to date shall be identified. In addition, the Headteacher shall inform the Governors immediately if significant overspendings or underspendings which cannot be covered by delegated powers of virement are likely to occur on any budget heading.

The Governing Body shall consider the appropriate level of reserves and balances at the school.

CHOICE OF SUPPLIERS AND CONTRACTORS

The Governing Body is responsible for ensuring that purchases and contracts entered into for the supply of goods and services comply with Standing Orders for Schools; in particular:

- ◇ orders or contracts of up to £5,000 may be entered into without the need for competitive quotations or tenders, provided they represent value for money;
- ◇ for contracts or purchases between £5,000 and £50,000 at least three written quotes are required;
- ◇ contracts over £50,000 in value must be publicly advertised and tenders invited for each contract.

The Headteacher shall maintain a record and copies of all quotes and tenders received and retain for audit inspection.

The Governors, the Headteacher and also any member of staff who may have influence over purchasing decisions shall disclose any business interest they or their immediate family have in a Register of Business Interests maintained within the school. The person concerned shall be excluded from any meeting whilst the contract or other matter which relates to their or their immediate family's business interest is being considered and voted upon.

For a contract where a payment is to be received by the school, the highest tender should be accepted, but where a payment is to be made by the school, the lowest tender should be accepted. Departure from these requirements may occur only with the prior approval of the Governing Body and the reasons for not complying with the conditions must be recorded in the minutes of the meeting. The receipt of sponsorship must not be regarded as a valid reason for not complying with these conditions.

The requirement for tenders or written quotations may be waived when a purchase is made under a contract arranged by Central Government or the County Council since arrangements have already been made for securing competition for such contracts.

Where the Governors have established an approved list of suppliers or contractors any order shall be placed with an appropriate supplier from that list.

Building maintenance orders shall only be placed with contractors who have adequate insurance.

The Headteacher shall maintain a record of all sponsorship received by the school, including the sponsor's name and details of cash/goods received, date of receipt and use made of cash/goods.

LOCAL BANK ACCOUNTS

The Governors shall decide, after consultation with the Headteacher, whether or not to operate a local bank account.

The decision to change the school's banking arrangements shall be made in sufficient time to allow four months' notice to the Authority to be given.

The Governors, in consultation with the Headteacher, shall be responsible for the selection of the bank with which the account is to be placed.

The Headteacher shall be responsible for ensuring that adequate arrangements are made for the administration of the account in accordance with the bank account scheme issued by the Authority.

AUTHORITY TO INCUR EXPENDITURE AND PLACE ORDERS

The Headteacher shall have delegated authority to incur expenditure on any goods and services or enter into any contracts related to the objectives of the school up to a value of (£10,000) provided that the expenditure can be met from within the appropriate approved budget heading and that no liability in excess of (£10,000) is incurred in any future year.

All orders for goods or service contracts of value (£10,000) and above or with an annual commitment of more than that amount shall be subject to the prior approval of the Governing Body.

The headteacher is responsible for ensuring that there are secure arrangements for the authorisation of orders and the examination, verification, coding and certification of invoices including ensuring that:

- ◇ the duties of authorisation of orders and the certification of accounts for payment are not performed by the same person, and wherever practicable the duties of ordering shall be performed by the more senior person.
- ◇ all orders shall be signed in his/her own name by the headteacher or by an officer authorised by the headteacher. A record of specimen signatures shall be maintained of these authorised officers.
- ◇ all invoices shall be certified for payment by an officer authorised by the headteacher. A record of specimen signature shall be maintained of the officers authorised to certify invoices.

DETERMINATION OF STAFFING ESTABLISHMENT

The Governing Body shall determine the staffing establishment for the school having regard to available financial resources.

CONTROL OF ASSETS

The Headteacher shall ensure that adequate arrangements exist for the security of all buildings and the physical control of stores and equipment and for the maintenance of records, having regard to any guidance or instructions issued by the Authority. (see section 4 of this policy)

USE OF SCHOOL PREMISES

Please refer to the School's Lettings Policy (see section 5).

Where the school has discretion relating to charges for use of school premises, these charges shall be determined by the Governing Body and shall be reviewed on an annual basis to ensure that overall there is no net cost to the school's budget share.

UNOFFICIAL SCHOOL FUNDS

Monies relating to unofficial school funds shall be held in a separate bank account identified with the name of the school and for which the signatures of at least two named persons shall be required to affect withdrawal from the account. The signatories to the account shall be appointed by the Headteacher.

The Headteacher shall inform the Governing Body at the end of each school year of the unofficial funds which are in existence or have existed during the year, indicating the general purpose of each fund.

The Headteacher shall submit to the Governing Body as soon as possible after the end of each school year a summary of the accounts of each voluntary fund signed by the Headteacher and the auditor appointed by the Governing Body.

The Headteacher shall submit copies of accounts of each unofficial fund, together with an audit certificate to the Authority on an annual basis.

CONSIDERATION OF AUDIT REPORTS

Any audit report in relation to the school produced by the Director of Finance or the County Council's external auditors shall be considered by the Governing Body.

The Governing Body shall approve any action plan arising from the audit and monitor implementation of that plan to ensure that all agreed action has been taken.

INCOME

The Governing Body shall determine a charging policy for the supply of any goods or services.

The Headteacher shall ensure that all income due to the school is accounted for in accordance with the school's charging policy.

Bad debts up to the value of (£50) may be written off by the Headteacher without the prior approval of the Governing Body or nominated Committee. The Headteacher must report all such write-offs to the next meeting of the Governing Body or nominated Committee.

For bad debts in excess of (£50), the prior approval to write off must be obtained from the Governing Body, or a nominated Committee.

GIFTS AND HOSPITALITY

Any offer or receipt of gifts or hospitality shall be reported to the Governing Body and recorded in the Minutes of the Meeting.

3. DEBT MANAGEMENT POLICY

The Governing Body is responsible for ensuring that procedures are in place for the recovery of any outstanding debt.

This policy sets out procedures for debt recovery and for the write-off of any debt which is deemed to be irrecoverable.

POLICY

Payment should be obtained as and when goods and services are provided wherever possible; in particular where the value of the goods and services is relatively small, ie less than £100.

Where payment is not received at the time when the goods or services are delivered an invoice will be raised as soon as possible but normally within 10 days after a debt becomes due.

Invoices will require payment within 30 days from the date of issue.

A first reminder will be issued if no payment is received within 30 days.

A final reminder will be issued 14 days after the initial reminder stating that legal action will be considered if payment is not received within 14 days.

At each Governing Body/Finance Committee meeting, the headteacher is required to inform the governors of any debt which is still outstanding after the 14 day period following the final reminder together with any proposed action. This may be a referral to a debt collection agency, to solicitors for legal action or to write-off the debt if there is no realistic prospect of debt recovery being successful or if further action is not cost-effective.

Outstanding debt of up to £50 may be written-off by the headteacher provided that the appropriate follow-up action outlined above has been taken and the details of the debtor, amount of write-off and reason for no further action being taken is reported to the Finance Committee for information at their next meeting.

Write-off of outstanding debt in excess of £50 must be approved by the Finance Committee following submission of details of the debt by the headteacher together with reasons for no further action being taken.

4. CONTROL OF ASSETS POLICY

Governing Bodies need to ensure that adequate arrangements are made for the security of buildings and for the control of stocks and equipment.

It is recommended that:

1. A permanent record is maintained in school of all 'stock' items

These will include computer equipment, audio/visual equipment, musical instruments, cleaning or handicrafts equipment or any other 'desirable' items which the school may possess. As a guideline, all items valued in excess of £50 should be recorded.

There is no need for the school to record furniture, although it may do so if it wishes.

The school stock record may be manual, using the LEA stock record available from the Area Office, or computer-based using the SIMS Equipment module.

2. The stock report is updated regularly

Items should be entered into the stock record as soon as possible after their receipt or disposal by the school, or their loss through theft or damage. To facilitate this, it is useful to nominate a person to be responsible for the custody and control of stock items; in a larger school there may be a number of staff responsible for items held in each faculty area. The date of additions or disposals should be recorded in the stock record.

3. Items are clearly identified in the stock record

There should be sufficient detail in the stock record to allow individual items to be identified. In order to assist this process, serial numbers, in addition to make and model numbers, should be recorded. Schools may wish to enhance control by the marking of reference numbers on each item, which could then be recorded in the stock record.

4. Regular stock checks are undertaken

Physical checks of equipment and stores against relevant records should be undertaken at least annually by a person not responsible for their custody and control.

The number of items in stock should be verified and the stock record signed and dated by the checking officer. Larger schools may wish to stagger the stock checking process to prevent all faculties being checked at the same time.

5. Discrepancies are reported to the Governors

Governors should be informed of discrepancies between the actual and recorded stock where the value exceeds (£100).

6. There is a clear policy for the disposal of assets

Governors should ensure that assets purchased by the school are disposed of in an appropriate manner. A policy should be drafted setting out who has authority to declare items to be obsolete, surplus or damaged beyond repair, and the means of disposal.

Where items are to be sold, Governors should be aware of their responsibility to follow the LMS Standing Orders relating to contracts for sales in excess of £2,500, but, at all times, should seek to achieve the best price for the items being sold. Where Governors choose not to accept the highest offer, their reasons for not doing so should be recorded and retained at the school.

7. There is separation of duties in the control of assets and disposal of assets

The same person should not be responsible for the custody and control of assets and the disposal and receipt of income for assets. Where payment is received at the school, an official receipt showing the VAT element, if appropriate, should be issued to the purchaser, and the income banked to the school budget. The school will receive the net income in their delegated budget.

8. Delegation to school staff of Governors responsibilities is clearly recorded and approved

Where Governors choose to delegate their responsibilities for controlling assets to school staff, the extent of delegation should be clearly shown in the approved Internal Financial Regulations of the school. Further delegation to teaching or administrative staff should be recorded and staff made aware of their responsibilities.

5a. LETTINGS POLICY

1. The Governing Body actively encourages community use of the school buildings. However, it reserves the right to refuse any lettings it may choose.
2. The hirer must be willing to meet with school officials and provide details of their aims and objectives.
3. The Governing Body will ensure that the school budget does not subsidise non-school activities and that all costs are recovered. Charges will be reviewed annually by the Governing Body.
4. Each hirer using the school will be required to nominate a contact person. Such a person is deemed to be in charge and able to investigate any difficulties which may arise.
5. The Governing Body will determine if a nominated person from school is required on site when the premises are being used. If not, a responsible person must be on call.
6. A Letting Application / Indemnity Form must be completed by all applicants. A signed copy of the application form, if approved by the school, will be returned to the hirer. For long term lettings application forms will be reviewed on an annual basis.
7. Any hirer that uses the school must be adequately insured (with a minimum of £5m public liability insurance) and insurance documents must be attached to the application.
8. All hirers must comply with health and safety legislation.
9. The hirer is responsible for ensuring that DBS checks have been undertaken where appropriate.
10. Arrangements for the payment of each letting will be made in advance with the hirer concerned.
11. Smoking is not allowed on the premises in line with school policy.
12. Alcoholic Drinks –
 - a. An occasional licence must be obtained where appropriate. The Licensee is responsible for conduct of bar sales, etc.
 - b. No alcohol is to be stored or retained on the premises when pupils are in school.

Appendix

The After School Club (Cool Kids Zone)

The Governors recognise the unique and valued contribution that the Breakfast and After School Club makes to school life. It assists the school in fulfilling its commitment to the Extended Schools and Every Child Matters agenda as well as contributing to Community Cohesion. It is a key feature attracting admissions. In recognition of these factors the Governors agree a tariff of £1000 per annum to be reviewed bi-annually in the Spring Term and implemented in October, and will have regard to the financial situation appertaining at the time of the review.

5b. LETTINGS CHARGES

The Governors of the school review the lettings and the hire of the facilities annually. Any changes are made from 1st September.

The rates are as follows:

Clubs/organisations requiring the school field and occurring after school in term time
£10 an hour

Clubs/organisations which require the use of a classroom or hall during term time
£7.50 an hour

As long as these clubs fit into the opening and closing times of the school day and involve children from the school there will be no opening or closing charge.

Clubs/organisations which do require the opening and closing of the building, plus any subsequent cleaning will be **charged £26.25 plus the hourly rate of £7.50 per hour.**

Organisations using the facilities during the school holidays which may involve other children from the community
£10 per hour

Site Supervisor costs £10 per hour

(It should be noted that those hiring the school are expected to leave it in the same clean, tidy condition in which they found it)

Organisations of an educational nature
£5.25 per hour

Tarleton Holy Trinity Church events are covered by the annual charge of **£300**

Breakfast and After School Club
£720 per annum

5c. TRANSFER OF CONTROL AGREEMENT

This **AGREEMENT** is made on20.....

between:

(1) The governing body of Tarleton Holy Trinity CE (Aided) Primary School ("the Governors"), whose address is Church Road, Tarleton, Preston PR4 6UP

and

(2)[*Name of representative*] of
.....
[*Insert address*] and
.....[*Insert Name of Representative*] of
.....
..... [*Insert Address*]
the Chairperson and Secretary respectively of
.....[*Insert name of organisation*],
a registered charity number..... [*Insert Number*] ("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 Tarleton Holy Trinity CE (Aided) Primary 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,[*Insert name of Representative*] or such other person who may be appointed in their place will manage the Agreement.
- 2.2 For the User,[*Insert name of representative*] 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 [Set Out Area] or [that part of the School premises shown edged red on the plan annexed to this Agreement] ("the Premises") from.....***[Insert date when transfer is to start]***.

- **See Note 2**

3.2 The User's control of the Premises ("the Period of Control") will be as follows:
.....***[Insert days and times of transfer etc]***

3.3 This Agreement is made with the consent of **Lancashire** 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.....***[Insert end date of Agreement]*** ("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 ***[Set out what the Premises can be used for]*** ("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 28 days 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 £..... per..... payable in advance/arrears (**delete whichever does not apply**).

- **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 / Safe Guarding

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.

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.
- 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
 - 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) 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 **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 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 **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 **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 **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 if requested.

- **See Note 7**

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 **a week's** 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 The User may make use of the car park when there is space after school or in the school holidays.

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 **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 **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: **Church Road, Tarleton, Preston. PR4 6UP**
User Address: **[Insert 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 or on behalf of *The Chair of Governors*

The Chair of Governors of Tarleton Holy Trinity CE Aided Primary School

.....
Signed by *[Insert Name]*

Chairperson of the User

.....
Signed by *[Insert Name]*

Secretary of the User

*Tarleton Holy Trinity
Church of England (Aided) Primary
School*



Document reviews

We are aware of the need to review our school's documents regularly so that we can take account of:
new initiatives, changes in the curriculum, developments in technology etc.

This policy was reviewed in June 2018

and will be reviewed again in June 2019.

Signed by:

Member of staff responsible for this policy

.....

Governor responsible for this policy

.....