

BEIT SHVIDLER PRIMARY SCHOOL
Lettings Agreement for After School Clubs

Between: The Governing Body of Beit Shvidler Primary School ("the school")

And:("you")

1. The agreement allows you to operate a club provided the terms of the agreement are fully complied with.
2. The school grants you a non-exclusive license to use part of the school premises (as directed by the school) free of charge but subject to you keeping it clean and tidy and making good any damage caused during your periods of use.
3. The permitted periods of use are from on plus a reasonable amount of time before and after each period to allow for set-up and clearing-up. There may be occasions when the school requires the premises during these times in which case the school will provide alternative accommodation. The school will use reasonable endeavors to advise you in advance that this may arise.
4. You will comply with all regulations and requirements relating to the site and will comply with all school policies that are notified to you and which are relevant to your use.
5. Before starting the club, you will provide the school with a copy of your insurance cover (including confirmation that the premium has been paid) which insures against public and employee liability and all other risks as are customarily covered in an insurance policy for care providers on non-domestic premises and you will maintain that insurance for as long as the agreement continues. You will provide the school with such evidence of renewal and cover as the school may reasonably require.
6. The school will ensure that a member of staff is available on site during After School Clubs to deal with emergencies or other contingencies that may make it impracticable for the person in charge to maintain an appropriate level of supervision and safety.
7. You will maintain and make available to anyone asking to see it, a suitable safeguarding policy that in terms of your practices and procedure takes into account current DfE guidance for school. (Associated documents available at <https://www.gov.uk/government/publications/keeping-children-safe-in-education>).
8. Everyone, including volunteers, working with children will have appropriate DBS clearance and will provide such evidence of this as the school may reasonably require. Every person in charge of children must have undertaken current training in safeguarding before commencing work and any volunteer who is likely to be frequently working with children should also undertake that training as soon as is reasonably practicable. Except in an emergency where no alternative is available, no person who has not undertaken such training or does not have current DBS clearance may be left in unsupervised charge of children.
9. You will only distribute food to the children provided by the school.

10. It is your responsibility to secure all information from parents as you may need including information relating to disabilities and it is your responsibility to make any reasonable adjustments that may be required for any disabled child. You understand that the school cannot share information about parents or children with you.
11. You will keep the school indemnified against all claims made by parents or others arising out of your occupation and use of the premises and the conduct of the after-school club. The school will keep you indemnified against all claims made by parents or others pertaining to the condition of the premises. You will pay claims arising out of your occupation of the premises.
12. Your responsibilities are joint and several, that is to say that each of you may be individually held fully liable to the school and the school may choose whether or not to make a claim against one or other of you or all of you.
13. No intoxicating liquor shall be brought or consumed on the school premises or grounds.
14. No smoking will take place on the school premises or grounds.
15. Use of the school kitchens is not allowed.
16. No additional staging, curtaining, scenery, piano or similar heavy article and no equipment for the reproduction of music or other sound shall be erected or brought onto the school premises without previous consent in writing from the school. All furniture, apparatus or equipment brought into school premises will be removed within the time specified by the school.
17. No fires may be lit on the school premises or grounds.
18. If the school considers that the above terms will not be complied with, the school may cancel the agreement by written notice to the after-school club.
19. These heads of agreement may be replaced by a fully-drafted formal agreement if either the school or your reasonably require this. If either party require, each party will meet their own legal costs.

Signed: *Simon Horleston* (Headteacher)

Signed: *Darrel Yawitch* (Chair of Governors)

Ratified September 2015

This policy will be reviewed annually