

TRANSFER OF CONTROL AGREEMENT
(COMMUNITY SCHOOL)



Between:

The Governing Body of (Kings Road Community Primary School) (“the Governing Body”)

Whose nominated representative is:-

Name _____

Phone _____

And

_____ (“the Service Provider”)

Whose contact details are:

Contact Name _____

Address _____

Phone _____

Email _____

The land upon which the School is situated and the School buildings are owned by Trafford Borough Council. Under the School Standards and Framework Act 1998, the Governing Body controls the occupation and use of the School premises. The Governing Body has resolved to allow the Service Provider to use part of the School premises on the terms set out in this Agreement.

This Agreement shall incorporate the implied terms set out in Schedule 13 of the School Standards and Framework Act 1998. In accordance with Schedule 13, this Agreement does not grant any property interest to the Service Provider.

The Governing Body and the Service Provider agree that the Service Provider shall be allowed to use the following parts of the School premises:

on the following days at the following times:

between the following dates:

for the purpose of:

The Service Provider agrees to pay the following sums for this use:

The Service Provider confirms that they have read and understood the Conditions attached to this Agreement.

The Service Provider has provided the following documents, in connection with this activity, and confirms that their contents are true, accurate and up-to-date.

- Risk assessment for the proposed activity.
- Evidence of public liability cover in a minimum sum of £5,000,000 (unless excepted from this requirement under condition 2.6 of this Agreement).

The Service Provider confirms that it has carried out DBS checks on all appropriate individuals responsible for the proposed activity and is satisfied that based on this information they do not present a risk to children.

Signed: _____ Date _____
(On behalf of the Governing Body)

Signed: _____ Date _____
(On behalf of the Service Provider)

-----SCHOOL

THE SERVICE PROVIDER SHOULD RETAIN THESE CONDITIONS

SCHOOL PREMISES TRANSFER OF CONTROL - CONDITIONS

1. IN THIS AGREEMENT:

- 1.1. "the Governing Body" means the Governing Body of the School
- 1.2. "the Owners" means Trafford Local Authority
- 1.3. "the Service Provider" means the person signing the application form and in addition any organisation for whom he/she is stated in such form to be representing. The liability under this Agreement of such person and such organisation shall be joint and several.
- 1.4. "the School Premises" means the above-mentioned School or any part of it

2. THE SERVICE PROVIDER SHALL:

- 2.1. not permit more persons to be in the School Premises at any one time than any limit specified by the Governing Body, the Owners or their representatives.
- 2.2. not use the School Premises or the relevant part thereof other than for the purposes and at the times stated on the application form.
- 2.3. Accept that this Agreement is personal to the Service Provider and any organisation which he/she represents and is not assignable and no other person or organisation shall be permitted to use or share the School Premises under the terms of this Agreement. It constitutes permission only to use the School Premises and confers no tenancy or other right of occupation on the Service Provider.
- 2.4. not permit any animals to be brought onto or kept on the School Premises.
- 2.5. comply with and observe the School's no-smoking policy on all parts of the School Premises including its grounds (not just in that part of the School Premises occupied under this Agreement).
- 2.6. indemnify and keep the Owners and the Governing Body indemnified against all personal injury claims, damage to the School Premises and/or damage or loss of any property on the School Premises occurring in relation to the occupation or use or while persons are entering or leaving the School Premises pursuant to the activity however and by whomsoever caused and shall obtain public liability insurance cover in a minimum sum of £5m for the period of use. A copy of such insurance cover must accompany the application form and be submitted to the Governing Body at least 48 hours before occupation or use commences.

The only exception to the above insurance requirement is if the Service Provider is an individual person occupying for sole use, or a loose-knit group using the building for the benefit of the community. In these circumstances the Governing Body can exempt the Service Provider from the need to have Public Liability insurance, providing risk management controls are in place. For the loose-knit community groups a *risk assessment must be completed by the Service Provider for the activity itself and submitted to the Governing Body with the application form.*

- 2.7. accept that neither the Governing Body nor the Owners shall be responsible for any loss, theft or damage to any property arising out of the activity nor for any loss, damage or injury which may be suffered by or be done or happen to any person using the School Premises during or in relation to the activity arising from any cause whatsoever or for any loss due to any breakdown of machinery, failure of supply of electricity, leakage of water, fire, government restriction, requirement of the Local Authority or Act of God which may cause the School Premises to be temporarily closed or the activity to be interrupted or cancelled and the Service Provider shall indemnify the Governing Body and the Owners against any claim which may arise out of the activity or which may be made by any person using the School Premises during or in relation to the activity in respect of any such loss, damage or injury.
- 2.8. accept that the use of the School Premises is in common with the Governing Body and the Owners and any other persons authorised by them and the right at any time to enter the School Premises and remain on the premises during the activity is reserved to the Governing Body and the Owners.
- 2.9. shall ensure that at all times good order is kept on the School Premises.
- 2.10. not use school equipment without the Governing Body's specific consent. Any telephone calls on the school phone must be paid for unless they are genuine emergency calls.
- 2.11. accept that the Governing Body and the Owners may put a stop to any activity on the School Premises which in their opinion may put at risk the health, safety and wellbeing of children or other participants and shall be entitled to cancel the booking whether before or during the activity without notice or refund of any fees paid.
- 2.12. ensure that no bolts, nails, screws, bits, pins, spikes or other objects shall be driven into the fabric or furnishings of the School Premises nor shall any articles be affixed thereto without the prior permission of the Governing Body or its representative.
- 2.13. ensure that no structural alterations whatsoever shall be made to the School Premises.
- 2.14. ensure that no footwear shall be worn which could damage the surface of any floor. Any marks from black shoes must be removed at the end of each session of use.
- 2.15. leave the School Premises in a clean and orderly state at the end of each session of use.
- 2.16. ensure that all property brought onto the School Premises during each session of use is removed on the expiration of each session if required by the Governing Body. The Governing Body shall not be responsible for any property left behind and reserve the right to charge extra while it is on the School Premises.
- 2.17. ensure that no slogans, advertisements, flags, emblems or decorations shall be displayed outside the School Premises whether affixed to the same or free standing and the Service Provider shall remove any slogan, advertisement, flag, emblem or decoration displayed inside the School Premises if in the opinion of the Governing Body it shall be unlawful, unseemly, libellous or

- expose the School Premises to an undue risk of fire or is likely to lead to a disturbance or is otherwise regarded as inappropriate.
- 2.18. ensure that no exits are blocked or chairs or obstructions are placed in corridors or fire appliances are removed or tampered with and the Service Provider shall ensure that users of the School Premises are aware of the locations of emergency exits and fire-fighting equipment. The Service Provider shall co-operate in fire drills from time to time.
 - 2.19. ensure that any lights or other electrical apparatus which shall be connected to the electrical installation in the School Premises shall be properly insulated and fused and electrical plugs and sockets shall not be overloaded. All must be fully electrically tested and comply with the current Electricity at Work Regulations. No unauthorised heating appliances shall be brought onto the School Premises or used in them.
 - 2.20. ensure that the playground is not used for parking other than with the specific consent of the Governing Body.
 - 2.21. comply with all conditions attached to any music or dancing licence and any theatre licence for the School Premises. A copy of each such licence may be seen on application to the Governing Body and the Service Provider shall be deemed to have had notice of all such conditions and shall indemnify the Governing Body and the Owners against all losses costs damages and expenses resulting from any failure to comply with the same.
 - 2.22. strictly comply with all legal requirements regarding the sale and consumption of alcoholic liquor, the performing of plays and the exhibition of cinematograph films and shall not infringe any copyright subsisting under the Copyright Act 1956. The Governing Body and the Owners shall be entitled to require proof that the provisions of this clause have been complied with not less than 48 hours before the activity commences. All legal requirements of Gaming and Lottery legislation shall similarly be observed without infringement.
 - 2.23. ensure that all scenery and costumes used for stage performances and the like are fire-proofed.
 - 2.24. if the activity includes the use of the School kitchen ensure compliance with all such conditions as the Governing Body may prescribe at the time of the activity.
 - 2.25. ensure that nothing shall be done on the School Premises which shall endanger other users or invalidate any insurance cover relating to the School Premises.
 - 2.26. ensure that any activities involving children comply with all relevant legislative, local Children's Services, local authority and OFSTED requirements as are appropriate including the necessity of obtaining CRB disclosure checks on all adults in attendance for the Service Provider's activities when children are on the School Premises.
 - 2.27. ensure that any payments are made using the method and timing specified by the Governing Body. If payment is required in advance, the Service Provider will have no right to use the School Premises until full payment is received. In the event of cancellation howsoever caused the question of any refund shall be at the absolute discretion of the Governing Body.

- 2.28. comply with any guidance on acceptable/unacceptable behaviour and/or requirements for use provided to the Service Provider by the Governing Body.
 - 2.29. at all times during the activity to comply with the School's security, fire and health and safety arrangements as brought to the Service Provider's attention and ensure that any specific instructions in relation to site security are carried out in accordance with such instruction.
 - 2.30. be responsible at its own expense for carrying out its own risk assessment with regard to the activity.
3. This transfer of control agreement may be terminated by either party giving to the other one month's notice in writing, such notice from the Service Provider to be served on the Governing Body for the time being and such notice served by the Governing Body or the Owners to be served on the Service Provider or the Service Provider's representative at the address stated in this Agreement service by fax or email not being acceptable.

Notice to terminate having immediate effect may be served by the Governing Body or the Owners on the Service Provider in the event of mis-use, damage caused to property, fixtures and fittings or damage to persons or other fundamental breach of these terms and conditions.

NOTE: All arrangements for use of the School Premises are subject to the Governing Body and/or Trafford LA reserving the right to cancel bookings when the School Premises are required for use by the School or are rendered unfit for the intended use howsoever caused.