



HOLY TRINITY CE PRIMARY SCHOOL



Learning together with God's love

We aspire to be a happy, confident and caring community where children are motivated to flourish and achieve their full potential in a supportive learning environment, underpinned by a strong Christian ethos.

Perseverance Aspiration Respect Teamwork

1 John 4: 16 'God is love and those who love live in God, and God lives in them'.

School Clubs Policy Agreement

Extended Services Partnership Agreement for out-of-school hours activity

**THE GOVERNING BODY OF
HOLY TRINITY CE PRIMARY SCHOOL**

and

(insert name of Provider)

DATE: _____

Parties

- 1.1 THE GOVERNING BODY OF HOLY TRINITY C of E PRIMARY SCHOOL (the School)
- 1.2 _____ (the Service Provider)

The Service (Club)

- 2.1 The Service shall be delivered by the Service Provider in accordance with the Service Plan and Terms & Conditions appended to this Agreement (below) and to the satisfaction of the School.
- 2.2 Before it is put into effect any change to the Service must be agreed in writing by the School and the Service Provider.
- 2.3 The School will:
- 2.3.1 Publicise the Service among pupils
 - 2.3.2 Makes means of communication with School staff available
 - 2.3.3 Ensure Service Providers are aware of School fire and emergency procedures
 - 2.3.4 The Service Provider will be responsible for communication with parents regarding payments and allocation of places.
 - 2.3.5 The Service Provider will inform the school of names of pupils signed up for the activity and any changes during the provision of the Service.

Staffing Matters

- 3.1 The Service Provider must ensure that all staff, volunteers and others involved in the provision of the Service:
- 3.2 Have a clear enhanced up-to-date Disclosure & Barring Service (DBS) check (not more than 5 years old) and up to date safeguarding training
- 3.3 Are suitably qualified to undertake their respective roles in performing the Service by providing copies of qualifications/certificates.
- 3.4 At all times adequately supervise pupils attending a session, ensuring that sessions begin and end promptly and that pupils do not leave until the session has ended and arrangements for pick up detailed in the Parental Consent Form
- 3.5 Do not allow a pupil to be left unsupervised at any time or to leave the session unless in accordance with arrangements set out in the Parental Consent Form

Safeguarding Issues

- 4.1.1 The Service Provider must read and adhere to the school's Safeguarding & Child Protection Policy and Procedures.
- 4.1.2 The Service Provider must inform the School's headteacher immediately in writing if the Service Provider becomes aware of significant issues concerning a pupil's safety or well-being, particularly in relation to child protection issues experienced at the School.
- 4.1.3 If an accident occurs, the club leader or assistant will make contact with the school office. The club leader will then supervise the pupils, whilst the club's qualified first aider attends to the injured child's needs. The incident will be recorded including the time and what happened by the club co-ordinator. The club leader will inform the parent of the event, when they are collected. If the child is unable to continue the club, the club leader will decide whether to contact the child's parents by phone to be collected early or ask them to sit out of the activity until the end of the session.
- 4.1.4 Any child not collected on time at the end of a school club will wait with the Service Provider, who will contact parent/carer and wait with the child until they are collected.

Confidentiality

- 5.1 The Service Provider must adhere to current General Data Protection Regulations.

Data Protection

- 6.1 The Service Provider will be compliant with the key General Data Protection Regulations (GDPR) regarding personal data. Pupil and parents data will be kept securely and only for the purposes agreed with the Service Provider. All such data will be securely disposed of when the club stops or pupils leave.

Use of School Premises

- 7.1 The use of the School Premises, materials and resources identified in paragraphs 7.4 and 8 of the Service Plan are subject to the Terms and Conditions of Hire appended to this Agreement.
- 7.2 The School and the Service Provider shall perform their respective obligations under the Terms and Conditions of Hire.

Insurance

- 8.1 The Service Provider hereby indemnifies the School and West Sussex County Council against (a) any claim in respect of employer's liability against the School or the said Council or the Service Provider by any employees of the Service Provider and (b) any claim for bodily injury to, or damage to property of, third parties.
- 8.2 The Service Provider must have in place throughout the duration of the Service and produce to the School before commencement of the Service valid employer's liability insurance for not less than £10m and public liability insurance cover for not less than £10m unless a lower level is agreed in advance.

Termination of this Agreement

- 9.1 Either party can give notice to the other to terminate this Agreement and the provision of the Service for any reason, the notice to be in writing and for a period of not less than one month before the end of the school term.
- 9.2 Either party can give notice to the other to terminate this Agreement and the provision of the Service if the other is in breach of this Agreement, the notice to be in writing and for a period of one week.
- 9.3 Whichever party serves notice to terminate under clauses 9.1 or 9.2 above must inform the parents and pupils of the cessation of the Service.
- 9.4 Regardless of which party terminates the Agreement the party holding any money paid for by parents for any cancelled sessions shall immediately return that money to the payers.
- 9.5 **The school reserves the right to terminate this Agreement if the Service Provider does not pay the agreed 10% hiring fees in clause 9 of the Service Plan within a suitable amount of time from receipt.**

10. Third Party Rights

- 10.1 Except as mentioned in clause 8 the rights of third parties under Contracts (Rights of Third Parties) Act 1999 are excluded from this Agreement.

11. Health and Safety Measures

- 11.1 The Service Provider must provide a valid First Aid certificate (valid within 3 years) for at least one staff member who will be attending the sessions.
- 11.2 The Service provider must follow COVID19 guidelines initiated by the school (as well as government guidelines) with regard to social distancing, wearing PPE, maximum numbers in groups and whether clubs should be run indoors/outdoors. Failure to do this could result in the termination of this agreement.
- 11.3 The Service provider should provide a copy of an up to date risk assessment to ensure all risks have been identified and measures are in place should an accident occur.

The Service Plan

1. Service title (name of club): _____
2. Service description (nature of club): _____
3. Day(s) of the week club will run: _____
4. Times the club will run between: _____
5. Target group(s) for the Service: _____
6. Minimum and maximum number of attendees for each session [] and []
7. Records to be maintained by the Service Provider:
 - 7.1 Names of the pupils attending each session
 - 7.2 Activities undertaken during each session
 - 7.3 Service Provider representatives present at each session
 - 7.4 The materials and resources needed for the Service (the School's or otherwise)
8. The School facilities required [e.g. room, toilets, car parking, etc.]
9. **Fee payable to the School by the Service Provider for use of facilities materials and resources: 10% of income from letting (invoiced regularly, payable on receipt)**
10. The service provider must provide a register of members to be taken at the beginning of each session and then sent to the school office.

AS WITNESS the hands of the parties hereto first before written

.....
SIGNED ON BEHALF OF THE SCHOOL

.....
SIGNED BY OR ON BEHALF OF THE SERVICE PROVIDER

TERMS AND CONDITION OF HIRE

1. The use of the premises must not interfere with the proper working of the School or impair its efficiency.
2. The Service Provider shall be responsible for loss or damage to the School premises and contents therein being the property of the School or West Sussex County Council.
3. If use of kitchen areas is included in the Service Plan the Service Provider shall be responsible for the provision of crockery, glasses, cutlery and cleaning materials. Kitchens must be left in a clean and tidy condition for the preparation of the school meal on the following day. On no account may foodstuffs stored in kitchens be used by the Service Provider.
4. The School reserves the right to require the Caretaker/Premises Officer to be in attendance for the preservation of good order and safety and to recover from the Service Provider any additional expenses incurred as a result of this condition.
5. The wearing of nailed or stiletto-heeled or other unsuitable footwear in indoor areas is prohibited.
6. No nails or screws shall be driven into the walls, floors, ceilings, furniture or fittings, and no placards shall be affixed to any part of the premises.
7. The laying of composition or other preparation on School floors is prohibited, save with the prior written approval of the School.
8. No smoking is allowed.
9. School furniture (other than chairs in the accommodation in use) and equipment shall not be moved except by prior arrangement.
10. Any alteration or addition to the school lighting or electrical heating systems is strictly forbidden, except with the prior written consent of the School. Consent may be subject to conditions, which the Service Provider will be required to observe.
11. The Service Provider will be responsible for providing any first aid facilities that they deem necessary in accordance with the Health and Safety (First Aid) Regulations 1981.
- 11.2 The Service Provider shall comply with the School's fire and emergency procedure referred to in Clause 2.3.3
12. No session shall extend beyond the period stated in the Service Plan and the Service Provider shall completely vacate the premises and/or grounds within 30 minutes of that time, unless special arrangements have been agreed by the School.
13. After use, the Service Provider must leave the premises in a clean and tidy condition, the Service Provider's property removed and all appliances switched off and lighting extinguished. The School reserves the right to recover from the Service Provider any additional expenses incurred as a result of non-compliance with this condition.
14. The School reserves the right to cancel any session without notice if:-
 - 14.1 the accommodation will, due to circumstances outside their control, be unavailable for the hire period, or
 - 14.2 the Service Provider has failed to disclose material information concerning the proposed hiring, or
 - 14.3 there are reasonable grounds to conclude that these Terms and Conditions of Hire may be breached to a material extent

In the event of 14.1 all hiring fees will be refunded to the Service Provider, but the School shall have no further liability to the Service Provider. In the event of 14.2 and 14.3 any refund of hiring fees shall be at the discretion of the School.