



Contractual agreement for all External Providers running clubs at Fielding Primary School

All Club Providers/groups/organisations that use the school premises are required to read and abide by the below set of conditions set out by Fielding Primary School. A breach in this agreement could result in your club/activity being cancelled with immediate effect.

This agreement will need to be signed by a nominated person from each group/organisation. This person will then be responsible for conveying this information to any associated staff of the club/activity.

Name of Organisation: Club Jean Petit - French and Spanish Classes

This contract is valid from Monday 5th September - Thursday 15th December 2022

Excluding Half Term week 24th – 28th October 2022.

Rental of premises: N/A

Day of operation

French Club

French Club, Reception, 15:30, Mondays, 05/09/2022 - 12/12/2022

French Club, Year 1, 15:30, Tuesdays, 06/09/2022 - 13/12/2022

Spanish Club

Spanish Club, Year 3, Wednesdays, 07/09/2022 - 14/12/2022

Spanish Club, Reception, Thursdays 08/09/2022 - 15/12/2022

INTERPRETATION

'Fielding Primary School/The School' means the Governing Body of the School, its employees and agents. The 'hirer' is the Club Provider/group/organisation wishing to use the premises.

PURPOSE OF USE

1. The property/equipment/premises shall only be used for the purposes stated on the application, and within the hours agreed with the Clubs Coordinator. The Hirer shall be responsible for ensuring these conditions of occupation are observed.
2. The Hirer shall not assign or sublet the whole or any part of the benefit of this agreement. In addition, sub-contracting/franchising of the club/activity must first be agreed with the Clubs Co-ordinator.
3. No interference is to be made with school property/equipment/premises, which do not form part of the letting.

HEALTH AND SAFETY INCLUDING SAFEGUARDING

4. The Hirer is responsible for the effective supervision of the arrangements and activities in the premises during the period of hire and for the prevention of disorderly behaviour so as to ensure that no nuisance or annoyance arises to the occupiers of adjoining rooms/premises or neighbouring residents and shall behave reasonably at all times.
5. The school fire, emergency and evacuation procedures are attached to this document and it is the

Hirer's responsibility to ensure that the whole party is aware of these. The Hirer shall be required to take any precautions necessary to ensure the safety of those attending during the period of hire, including ensuring the means of escape from fire are not blocked or impeded.

6. The Hirer will immediately inform the school of any emergency, accident or serious incident that occurs on the school's premises. This should be done in person and may require the applicant telephoning the Site Manager or Club Coordinator. The Hirer will be responsible for reporting to the Health and Safety Executive any accident that arises from activities that it organises.
7. Hirers must have policies and procedures in place to ensure children's safety, and must provide evidence of appropriate safeguarding checks, in writing, to the school including DBS, photo ID, Keeping Children Safe in Education – suitability to work with children declaration. Hirers must also read and adhere to the school relevant Policies and Procedures which are attached to this document (Child Protection, Behaviour Policies, Fire Procedures and Ealing Code of Conduct).
8. The Hirer must have a qualified first aider and appropriate first aid equipment on site for the duration of the club. Any accidents, minor or major must be recorded by the Hirer and reported to parents upon collection. The school will not contribute towards any cost incurred to meet this requirement.
9. The Hirer must not accompany children into the toilet area.
10. The Hirer must never leave children unaccompanied within the School.
11. The Hirer will be provided contact details of parents. The Hirer must take measures to ensure this information is kept secure at all times. The Hirer will take full responsibility of all information regarding children and parents which has been passed on to them by the school and use it in an appropriate manner. Registers must remain on school site.

REGISTRATION AND COLLECTION OF CHILDREN

12. The Hirer must sign in and out using the school Inventory system at the front desk every time they enter or leave the premises. They must sign in using their own name.
13. Hirers will take a register at the start of each club session to ensure all children have arrived safely and will only accept children into the club who are on the register. If a child has not arrived at club, the Hirer will check with the class teacher for their whereabouts, if the teacher is unsure the Hirer will request the Club Coordinator contact the parents to confirm they have gone home. The Clubs Coordinator reserves the right to and will 'spot check' this register as part of ongoing monitoring.
14. If any child is not collected at the end of the club/activity the Hirer will take the child to after school club for continuation of care. Under no circumstances is the Hirer to leave the child on their own. The Hirer will only let children go home with those persons named on the collection list which is provided at the start of every term, unless they are notified by the school office or Club Coordinator. Children who are going on to Fielding Childcare Club will be collected by a Playworker.

PAYMENT OF HIRE CHARGES AND DEPOSIT, IF ANY.

15. Hire charges shall be due and payable as requested in the rental invoice, this will be no less than 10 school days before the date of the booking.
16. The school reserves the right to require a deposit over and above the hiring charge as a surety against damage to the premises (including any equipment) or the premises being left in an unacceptable condition necessitating their incurring additional cost for cleaning, caretaking or other expenses. This will also be required 10 school days in advance.

RESPONSIBILITY OF THE HIRER FOR GOOD ORDER AND SAFETY

17. The Hirer shall be responsible for any damage to the school property, equipment or buildings caused by them or their guests. The Hirer must report any such damage to the school immediately.
18. The Hirer shall repay to the school on demand the cost of re-instating or replacing any part of the premises or any of the property on the premises which shall be damaged, destroyed, stolen, or removed during the period of

hire or prior or subsequent thereto if in relation to or by reason of the hiring. Any such costs will be in addition to the specified lettings charges.

19. The Hirer shall ensure that all accommodation is left in a clean and tidy condition at the end of the letting. Using litterbins and recycling facilities as appropriate will help this.
20. The Hirer must obtain express permission from the school to leave any equipment on the premises. The Hirer is responsible for any equipment they leave on the premises and shall ensure that such equipment is in good repair and after use, safely stowed away. Items no longer required by the Hirer, or deemed by the school/Ealing Council to be unsafe or beyond repair or else unsafely stored on the Premises shall be promptly removed by the Hirer on demand. If such request is not complied with by the Hirer within 28 days, the items may be disposed of by the school/Ealing Council and the Hirer shall reimburse the school/Ealing Council for any expense, which it incurs.
21. The school shall not be responsible for any article brought or left in any part of the premises, or theft or loss of, or damage to vehicles parked in any car park provided.
22. The Hirer shall comply with any reasonable instructions given by the School Business Manager, Club Coordinator, Site Manager or other member of the School Staff.
23. There shall not be brought onto the premises anything of an inflammable, dangerous or noxious character.
24. Where the premises do not have a Public Entertainment Licence the Hirer will be responsible for obtaining such a licence, if required. Any fees for such licences are to be paid for by the Hirer.
25. Smoking is not allowed on the school premises at any time.
26. No nails, adhesives or fastenings shall be driven into any wall, floor, ceiling or partition of the premises without the permission of the school.

INDEMNITY & INSURANCE

27. Ealing Council and the school disclaim liability for injury or damage to persons or property upon its premises during the course of the hire/let/club/activity (so far as they are legally able to do so).
28. The Hirer agrees to indemnify Ealing Council, its employees and agents and the school against all actions, proceedings, claims, damages, awards or costs in respect of loss, damage, death or personal injury during the period of hire or before or after that time if such death or injury in any way related to the hire of the premises except where such death or injury occurs as a result of the negligence or breach of duty of Ealing Council, the school or their agents or employees. The indemnity must be covered by public liability cover to the sum of £6,000,000 including fire damage to the premises and its contents. It will be necessary to produce documentary evidence of the cover when booking.
29. All Hirers must hold their own Public Liability insurance and show proof of this when making the booking with the Club Coordinator.

ADVERTISING

30. No advertising shall be permitted except with the prior written consent of the school.

CANCELLATION

31. The school reserves the right to cancel the booking at any time without notice and without assigning any reason, but will endeavour to give as much notice as possible. In such circumstances, the school will refund any monies paid in respect of the letting so cancelled but will not be responsible for any loss or expenditure whatsoever in relation to the letting which the Hirer may have incurred or be liable to pay. The school reserves the right to refuse any application for Hire as it may deem fit or withdraw permission for any letting at any time.
32. If the Hirer cancels their booking 10 or more working days before the commencement of the booking, 50% of the rental fee will be refunded to the Hirer. If 5 or fewer school days' notice is given by the Hirer, there will be

no refund of the rental fees. All or part of the deposit may be retained to cover any damage or other expenses incurred as a result of the booking.

33. If the Hirer requires a minimum amount of children to run the activity, this must be indicated on the Checklist for Hirer.
34. If the usual accommodation is unavailable, the Club Coordinator will seek to organise a comparable alternative area. If there is no alternative accommodation, the club session may be cancelled. In this event the Club Coordinator will seek to arrange for the club to run on another date/time appropriate for the Hirer. The Hirer may choose to be refunded the proportion of the fee paid for this session instead of re-arranging the date/time.
35. The applicants will complete all relevant paperwork in a true and accurate way. False information may lead to an application being terminated

CHECKLIST FOR HIRER – Tick when complete/read

Name of organisation.....[Club Jean-Petit T/A La Jolie Ronde-Scarlette Abrahamian Licensee 8372](#)

		Tick
1	Read through schedule of charges and the conditions of use	☐ ☐
3	Read and agree to abide to all the attached Policies and Procedures and are aware of the correct muster point you should use in the case of a fire/emergency	
4	Sent a copy of risk assessment for each activity to the Club Coordinator at least 10 working days before your booking is due to start/take place	
5	Sent a copy of Public Liability Insurance to the Club Coordinator at least 10 working days before your booking is due to start/take place	
5	Emailed DBS (Company name, Name of person, DBS/CRB number and date of registration) to Club Coordinator at least 10 working days before your booking is due to start/take place	
6	Emailed your Child Protection and Safeguarding Policy to the Club Coordinator at least 10 working days before your booking is due to start/take place	
7	Emailed First Aid certificate to Club Coordinator 10 working days before your booking is due to start/take place	
9	Read through the risk assessment included in this contract	
10	Informed all parties involved in your group/organisation of this contractual agreement and how it must be followed	
11	Minimum number of children needed for the club to run	

Signed by nominated member of Group/Organisation.....Date.....

Signed by Club Coordinator.....Date.....

Headteacher.....Date.....

Childcare and Specialist Club Risk Assessment- Updated 08.04.2021

Hazard/ Activity	Persons at Risk	How Harmed	Control measures	Residual risk rating	Actions to be taken
Access/Egress				High, Med, Low	
Vehicle access	Pupils, staff, parents, club providers	Being hit by moving vehicles	- Where appropriate install speed reduction measures (notices etc.). - Where appropriate lock gates to keep vehicles out. - Arrange for delivery vehicles outside of busy pedestrian times. <i>Other:</i> No parking across entrance	Low-Med	
Vehicle Parking	Pupils, staff, parents, club providers	Contact with people, property, vehicles	- No on-site parking for anyone except HT/FM/AC or registered disabled person(s). - Parking outside of agreed area to be actively discouraged. - Suitable barriers will be in place to prevent vehicles coming into contact with pedestrians or buildings when close to parking areas.	Low	
Accident reporting					
Accident not reported	Pupils, staff, visitors, club providers	Legal requirement	- All accidents to be recorded in the accident book. - All staff, visitors or contractors suffering an accident to be recorded on LEA form. - Pupils taken to a doctor or hospital, record on LEA form. - The Health and Safety Executive to be informed by telephone of serious accidents as identified on the "Notifiable Major Injuries Chart" or LEA information. - HT to review accident book and LEA forms to identify trends and initiate control measures and report to Governors.	Low	

Hazard/ Activity	Persons at Risk	How Harmed	Control measures	Residual risk rating	Actions to be taken
			- External Club Providers to have access to a first aid kit and method of accident recording. - All pupil serious accidents / head bumps to be reported to parents on the same day through MCAS.		

Animals in school					
	Pupils, staff, club providers	Bites, scratches, infection	- Ensure hands are washed before and after handling. - Prevent contact between kept animals, and their food, and wild animals to avoid disease transmission. - If animals wander on floors or tables clean immediately after use. - Carefully wash all animal scratches or bites. If in any doubt about infection seek medical advice.	Low	
Lifting	Site Manager, Staff, club providers	Back injury, physical strain	- Carry out manual handling assessment. - Ensure proper training has been received. - Club Providers must ask for assistance in advance if they require the Site Manager to help them with lifting.	Low-Med	

Classrooms					
	Pupils, staff, Club Providers	Slips, trips and falls, electric shock, cuts	- Floor to be in a good condition to prevent slips, trips and falls, not littered with bags and coats. - Four-way extension blocks to be secured to computer trolley or wall to prevent tangling in feet causing trips and damage to equipment. - Do not allow cables to trail across walkways. - Mains outlet socket to be in a good condition not damaged or cracked in any way. - No pointed scissors to be left out in classroom. - Replace damaged or broken glass in windows. - Low level glass to be filmed or safety glass. - Chairs and desks to be in a good condition. - Class sizes to be risk assessed. - Spillage's cleaned up promptly.	Low	
Club Providers					
Unsuitable person/activity	Pupils, staff, visitors	Personal and property	- Club providers are required to comply with the school policies which are shared at point of agreement. - Club providers are required to sign in and out as for all visitors. - The Club Coordinator to ask club providers, at a pre-contract meeting, if they are going to create any hazards and how they are going to control them. - When Club Providers are to be used they must satisfy selection criteria, i.e. have adequate public liability insurance, relevant policy and procedures, be competent to do the job, have the resources to do the job without any upfront payment etc. - Club providers to be informed if there are any dangers they will	Low-Med	

			encounter i.e. asbestos in the building. Club Providers must follow all Terms and Conditions set out by the school in their Club contract.		
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Electricity					
Portable electrical appliances	Pupils, staff, Club Providers	Electric shock, burns, fire	Any electrical equipment being brought into school must be PAT tested in advance.	Low-Med	

Fire					
Fire alarm system	Pupils, staff, visitors, Club Providers	People and property	System subject to checks by Facilities Manager to ensure good working order.	Low	
Evacuating the school	Pupils, staff, visitors, club providers	Personal injury	- Club Provider/Hirer to familiarise themselves with the evacuation procedure. - Club Provider/Hirer to take part in a drill annually.	Low	
First aid					
Minor Injury	Pupils, staff, visitors, club providers	Injury treatment	- External Club Providers/Hirers must notify childcare staff/ childcare manager of accidents or injuries - Parents must be notified on collection.	Low	

Outdoor Areas					
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Sheds	Pupils, staff, club providers	Slips, trips, falls, falling items	- Sheds to be kept locked when not in use. - Shed to be kept tidy. - Hazardous/flammable liquids and gases may only be stored by Facilities Manager. - Inventory must be kept of items in each shed and given to Club Coordinator at the start of each new half term	Low	
Garden furniture/ Climbing frames	Pupils, staff, club providers	Collapse, splinters, cuts	Garden furniture and climbing frames to be inspected regularly and subject to annual maintenance. Report defects or hazards to the Site Manager	Low	
Flower tubs	Pupils, staff, visitors, club providers	Slips, trips, falls	- Tubs to be safely positioned to prevent people falling over them - Removal of any plants must be agreed by Site Manager	Low	
Water features	Pupils, staff, visitors, club providers	Drowning, slips, trips, falls	- Suitable covering should be over water to prevent unauthorised access by pupils, or adequately fenced off when not in use. - Anti-slip edges should be provided. - If used after dark it should be adequately illuminated.	Low-Med	
Playing Fields	Pupils, staff, visitors, club providers	Slips, trips, falls	- Playing fields and grassed areas to be inspected regularly by the Facilities Manager to ensure they remain in a safe condition, no holes etc. - P E Teachers and Club Providers to check before use and report any damage to Club Coordinator or Facilities Manager. - Club Providers must avoid activities that would intentionally damage any Grassed Areas. - If Grassed areas are too wet to use the Club Coordinator will try to find alternative accommodation. If no alternative can be arranged the club may be cancelled. Please see Club Contract.	Low	

Gym/Lower Hall					
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Equipment	Pupils, staff, club providers	Slips, trips, falls, equipment falling on people	• Equipment to be stored safely. • Equipment to be moved from the store by staff or club providers. • If pupils move equipment it should be under supervision. • If equipment is stored in the gym it should not interfere with activities that are carried out in the gym. • Floor to be in good condition. • Staff to be competent in supervising the activities carried out in the gym.	Low-Med	
Lighting	Pupils, staff, club providers	Slips, trips, falls	• The Hall must have adequate natural or artificial lighting. • Lighting covers or diffuser units should be regularly removed and cleaned. • Lighting covers or diffuser units should be regularly checked to ensure none have been dislodged	Low	
Main Hall					
Equipment	Pupils, staff, club providers	Slips, trips, falls	• All exits to remain clear. • Floor to be in a good condition. • Chairs to be suitably stacked when not in use or removed to store room. No more than 8 high.	Low	
Lighting	Pupils, staff, club providers	Slips, trips, falls	• The Hall must have adequate natural or artificial lighting. • Lighting covers or diffuser units should be regularly removed and cleaned. • Sound system and stage lighting brackets to be checked annually by technician	Low	

Ladders- stepladders					
	Site manager, staff, Club Providers	Falls from height	- Ladders and stepladders should only be used by people fit and instructed in how to use them. - Ladders and step ladders to be regularly inspected and maintained. - Chairs and tables must not be used to reach heights.	Low-Med	
Lessons/Clubs					
General	Pupils, staff, club providers	Slips, trips, falls, chemical splashes, cuts	- Where lessons/clubs involve any degree of risk then the teacher/club provider must be competent to take that activity. Teachers/club providers instructing on P.E. must be suitably qualified etc. - Do not allow leads to trail across walkways. - Flooring to be in a good condition. - There must be adequate space for each activity to take place	Low	
Art	Pupils, staff, club providers	Adhesives, knives, kilns, glazes, glue guns	- Adhesives to be water based rather than solvent and be non-toxic. - Craft knives should only be used under supervision. - Kilns should ideally be in a cage. Clay dust to be kept to a minimum by damping down. Wipe with a damp cloth, do not sweep up. - Glazes should be of the non-toxic type and stored in the locked Art store room. - Glues should be of approved type. - Glue guns should be used under supervision. - Children should wear protective clothing where necessary		
Technology	Pupils, staff, club providers	Tools, scissors, cuts, electricity – burns/shock	- Pupils to be properly instructed in the safe use of all tools used and suitably supervised. - Tools and equipment to be properly stored. - Use only batteries for experiments never mains.		

			• Portable mains electrical appliances to be regularly tested and maintained.		
P.E./Sports	Pupils, staff, club providers	Cuts, bruises, fractures, equipment	• P.E. teachers/club providers to be suitably qualified and inducted. Lessons to follow PE guidelines • Equipment to be tested on an annual basis by a competent person, and checked each time before use. • Suitable clothing to be used. • Club size to be assessed for activities undertaken. • First aid to be available.		
School House	Pupils, staff, club providers		• Pupils must be supervised at all times. • Staff and Club providers to monitor use of the stairs • Club Providers must not use the cooking facilities unless permission has been granted by the club coordinator and relevant risk assessments are in place • Equipment must be correctly stored away at the end of each club session and must not stop others from using the space.		
Manual handling of pupils					
	Pupils, staff, club providers	Back injury, personal injury	• Where the school has disabled children there must be a manual handling assessment carried out by a competent person. • Where pupils have to be assisted to move, or assisted from wheelchairs the staff assisting them must be suitably trained. • Suitable areas should be available for disabled pupils, i.e. changing facilities. • Induction for staff to be carried out • Staff/club providers should refer to Physical restraint policy	Med	
Manual					

handling of inanimate objects					
	Staff, site manager, club providers	Back injury, personal injury	- Manual handling assessments to be conducted for handling tasks. - People who may be at risk are to have completed suitable training. - Suitable mechanical aids to be available.	Low-Med	

Off site visits					
Off Site Visits	Pupils, staff, volunteers	Slips, trips, falls, personal injury	- LEA guidelines to be followed for off site visits. - Arrangements to be checked by Head Teacher and Club Coordinator. - Qualifications of any activity providers to be checked. - First aid cover to be provided, based on risk assessment. - First aid kit to be taken on visit.	Low-Med	
Club walking bus	Pupils, staff, volunteers, club providers/sports coaches	Slips, trips, falls, personal injury. Being hit by moving vehicles. Losing a child. Medical Emergency	- LEA guidelines to be followed for off site visits. - Arrangements to be checked by Head Teacher and Club Coordinator. - Qualifications of any activity providers to be checked. - First aid cover to be provided based on risk assessment. Lead adult to be aware of all Medical Needs - There will always be a first aider on the walk who will look after the First aid kit. - The schools accident policies and procedures will be followed. - Children will require written parental consent to take part in this club and therefore the walking bus - The route will be walked by a member of staff at the start of each half term to assess that the route remains safe. - KS1 Children will be collected from their classes by a member	Med	Staff to monitor traffic and speed to see if this will affect the walking bus. Staff must check pavements and walk ways are suitable for the walking bus. Adults are given a sheet of safety instructions they must follow whilst on the walk. Adults to supervise their group of children at all times.

			of P.E staff and taken to the sports hall, ready to be registered. KS2 children will make their own way to the sports hall from their classes. • Once registered, children will be organised into groups of 8 maximum by a member of the P.E. staff and assigned an adult leader for the duration of the walk. • Children are reminded how to walk sensibly along the route and the expectation of behaviour. Any children that misbehave on the walk will have to walk next to their designated adult. If this behaviour continues they may be stopped from attending the club. • Adults are prepped in advance about road safety by Group leader, including instructions for crossing the road. • Where possible, traffic lights and zebra crossings must be used whilst crossing roads. When crossing two adults from the middle group must stand either side of the crossing on the road and signal to vehicles to stop. Once these adults are in place, the 'Walking bus will cross and stop on the other side of the road until everyone has crossed. The adults on the road will then return to their group and the 'walking bus will continue. • All children will wear brightly coloured bibs so they are easily identified and the groups will walk in convoy ('walking bus) along a set route to the club. • When the walking bus arrives at the destination the lead staff member will hand over the register and children to the sports club. Once all children are settled they will leave the children at the club.		
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Play equipment, external					
	Pupils, staff, club providers, site manager	Falls, cuts, fractures	• Play equipment to be inspected regularly by site manager and maintained. • Play equipment to be inspected annually by a competent person, insurance company etc.	Low	
Playground					
	Pupils, staff, club providers, site manager	Slips, trips, falls, cuts	• Playground surface to remain in a good condition and not breaking up which makes it slippery. • There should not be any holes in the surface • Damaged areas to be fenced off with suitable barrier. • If moss or fallen leaves are a problem they should be removed regularly. • In icy conditions surface may need gritting or be placed out of bounds.	Low-Med	
Safety training					
	Pupils, staff, club providers	Personal safety	• New staff to receive training during induction training, to include fire safety arrangements, first aid arrangements etc. • Staff to receive adequate training to carry out health and safety duties, i.e. be trained to carry out risk assessments, be trained to carry out fire risk assessments. • Club Coordinator to carry out induction training for all new Club providers. • Club coordinator to ensure all providers have signed a copy of the Club contractual agreement	Low	Club Coordinator to carry out induction for all club providers As part of their induction volunteers will be provided with a copy of 'Safeguarding Children – Information for Parent Helpers'
Staff room	Staff, club providers	Slips, trips, falls, scalds, hygiene	• Attention to be paid to good housekeeping in the staff room. • Kettles and boilers to be electrically tested. • Kettles and boilers to be placed in a safe position to avoid burns and scalds. • Fridges to be regularly defrosted and out of date food removed.	Low	

			• Tall bookcases to be secured to walls. • Floors and carpets to be in a good condition. • Furniture, chairs etc. to be in reasonable condition.		
Violence					
Violent attack	Pupils, staff, club providers	Personal injury	• Staff/club providers to be aware of how to deal with violence or aggression from or between pupils. • Staff/club providers to be aware of how to deal with violence or aggression from parents or public. • Systems to be in place for dealing with intruders. See Policies provided	Low	Duty of care needs to be considered and all incidents reported to governors

Wheelchairs					
Wheelchair user present	Pupils, staff, club providers	Personal injury	• Where wheelchairs are used by any pupils there should be adequate access and ramps provided where necessary. Consider access to class rooms etc. Consider wheelchairs moving in upstairs areas especially across the top of stairs. • Where staff/club providers have to assist pupils in and out of wheelchairs they must have received adequate training. • If any hoists are used they must be tested every six months by a competent person and staff suitably trained in their use. • Suitable storage facilities should be available.	Low-Med	