



Lettings Policy 2025-2026

All our policies are written to reflect, support and develop our ethos statement

Honeywell Ethos Statement

*"A community that cares about excellence, wonder and learning for life"
We provide a safe and exciting space where:*

There is community

-  *There is a strong, friendly and respectful spirit within the immediate and extended communities, supporting learning and progress of and for all pupils*
-  *There is a sense of belonging*

There is care

-  *Everyone focusses on valuing and developing the whole child, nurturing a happy and kind atmosphere where asking for help and listening, is what we expect of each other*
-  *We understand our actions and nurture respect for each other and the environment*

There is excellence

-  *There is a strong sense of ambition and high academic achievement along with excellent personal progress built around quality first teaching and research informed learning,*
-  *There is enrichment and high expectations beyond the curriculum*

There is wonder

-  *Every experience is more memorable than the last*
-  *Learning powers are nurtured and grow and grow*
-  *The implementation of the curriculum is rich, vibrant and creative*

There is learning for life

-  *There is an unstinting dedication to diversity and equality*
-  *There is motivation for the preservation of our environment and a thirst to become a conscientious contributor to making the world a better place*
-  *Pupils leave us with a thirst for knowledge and love of learning, autonomous and self-motivated, ready for their next stage and beyond*

The schools recognise that its premises are a valuable resource and as such welcomes the opportunity to enable the facilities to benefit community groups outside of school hours when able to do so. Equally, enabling a multi-purpose use of the school building can help improve facilities, increasing the income to the school through lettings. Parents, carers and other adults benefit from the additional facilities available and it can break down some of the barriers that can make school appear to be a prohibitive environment to enter.

This policy aims to clarify the procedure for letting part of the school building so that all agreements are entered into with both parties knowing what they can expect and how to address any issues that might arise.

To ensure a fair, clear and consistent policy in regard to the safe letting of school premises, we aim to:

- Make sure the schools' premises and facilities can be used, where appropriate, to support community or commercial organisations
- Allow the hiring of the premises without using the schools' delegated budget to subsidise this
- Charge for the use of the premises to cover the costs of hire and, where appropriate, raise additional funds for the school
- Not let any hiring out of the premises interfere with the schools' primary purpose of providing education to its pupils
- Hire out facilities in a way that is safe, following government guidelines and the school's risk assessment(s)

Roles and Responsibilities

The School Business Manager has overall responsibility to ensure full compliance with the policy.

Categories of Lettings

There are four categories of user:

1. Educational (run for the benefit of the school and its community)
2. Community (run for profit and for the benefit of the school's community)
3. Commercial (run primarily for profit)
4. Run not for profit and for the benefit of the local community

Typical Examples

- Educational: Uncharged, educational activity, parent, carer or teacher led, run only at Honeywell and the locality for the benefit of Honeywell children, bought in coaches and tutors.
- Community: Music Tuition (not bought in). and charged school clubs with educational benefit (for Honeywell participants).
- Commercial: Paid activity running at multiple schools. Paid activity including non-Honeywell participants.

Where the category is initially unclear it will be decided by the School Business Manager based on the general ethos of the booking. The chair of the Resources Committee may be consulted in cases of uncertainty or dispute.

Charging Statement

Charges will be reviewed at least annually and usually in the autumn with increases being applied from 1st April

- General charges are shown in Appendix A

- Stagecoach charges are shown in Appendix B
- Balham Community Centre charges are shown in Appendix C
- The schools have priority use of the property
- The schools will always seek to at least cover its costs unless it is a direct beneficiary of a fund-raising activity
- The schools will seek to treat hirers fairly
- Hirers will be expected to respect school property and honour all school and legal regulations which may be in force at any time
- The schools will only allow hiring of the premises for purposes considered appropriate and suitable. In cases of uncertainty, the Head Teachers may be consulted.

Conditions Of Hire

- The person signing the Hire and Transfer of Control documents has responsible for all aspects of the let and must abide by all aspects of the Terms and Conditions of each document
- Hirers must have left the premises by the end of the booked period
- The school premises is a no-smoking environment
- There is no on site parking available
- The school accepts no responsibility for the loss of personal property brought into or left in the premises during the let
- The hirer accepts full responsibility for any damages to or theft of the schools' property during the period for which the premises are hired
- The hirer accepts full responsibility for ensuring that appropriate DBS checks have been undertaken.
- The hirer must ensure that a responsible person will be present on the premises at all times during the period of the letting
- Hired areas should be left as they are found (including for example, the removal of rubbish and the stacking of chairs). Any additional cleaning or work undertaken by the school will be charged to the hirer at the appropriate rate
- The hirer accepts that they should familiarise themselves with relevant health and safety and safeguarding information. Risk Assessments and safeguarding policies must be completed and provided to the schools before the hire
- The hirer must make themselves aware of the locations of firefighting equipment and escape routes. Fire equipment and escape routes must not be blocked. A register of all parties attending the activity must be taken in case of emergency
- The hirer accepts that school staff have the right to access all areas of the property at any time.
- The sub-letting or sharing of the premises is prohibited
- Where hirers run activities that carry a risk of minor injury (eg sports clubs) the club must provide appropriate first aid cover
- Furniture must not be moved from other areas of the schools
- Photocopying facilities are not normally available. Where agreed in advance A4 copies will be charged at 5p per sheet for B&W, 10p for colour

Insurance

The schools' Insurance policy does not cover out-of-school activities. All providers must ensure that they have suitable Public Liability Insurance in place to a minimum value of £5,000,000. Evidence of this must be presented to the schools before the let commences.

Notes

- Licenses are generally required for:
 - Performing plays

- 'Public dancing, music or other public entertainment of a like kind' under the Government (Miscellaneous Provisions) Act 1982
- Games of bingo or gambling
- Events selling alcohol are not permitted (with the exception of some PTFA run events)
- The schools will consider lettings for birthday parties
- **The schools do not hire classrooms (unless specified below under Current Room Classification), as they are deemed designated spaces for teaching and learning**
- Honeywell Schools are not VAT registered and so no VAT is applicable to any letting charges
- The schools do not open to lettings on public holidays

Cancellations:

- By the hirer: Cancellations should be made in writing at least 3 days before the proposed letting, otherwise the hirer will still be liable for repayment of the fee at the discretion of the Schools.
- By the schools: If the schools find it necessary to cancel a booking, as much notice as possible will be given and, where possible, alternative accommodation will be offered. The schools will accept no liability in respect of commitments incurred by the hirer due to such cancellations.

Safeguarding

- The schools are dedicated to ensuring the safeguarding of its pupils at all times. It is a requirement of hire that hirers abide by the schools' requirements in respect of safeguarding. Any failure from the hirer in this respect will result in the hire being terminated.
- The hirer will be required to have appropriate safeguarding policies in place, including safeguarding and child protection, and shall provide copies of these policies to the schools before the hire. It is the responsibility of the hirers to ensure that safeguarding measures are in place while hiring out the space.
- If there is a chance that those hiring the premises will come into contact with pupils, for example if the hire occurs during school hours, or when pupils may be present in the schools (during after-school clubs or extra-curricular activities), we will ask for confirmation that the hirers have had the appropriate level of DBS check.
- Enhanced DBS and Other Checks
 - Individuals running clubs or regularly assisting with the running of clubs are required to have an Enhanced DBS Check. These can be applied for through the school office but a charge is payable.
 - Individuals without a DBS check should never be left alone with children.
 - In addition, an overseas police check (if applicable), a barred list check and a childcare disqualification check will also be required.
- The hirer confirms that, should any safeguarding concerns present themselves during the hire of the school premises, they shall contact the Designated Safeguarding Lead (Kathryn Jessett – Infants, Katie Thomson – Juniors) or a DDSL as soon as reasonably practicable and ensuring they share their concerns before leaving the premises. The office staff will be able to contact the DSLs/DDSLs if necessary. If the letting is outside school hours and the hirer has grave concerns regarding the safety of a child please make a referral to the Multi-Agency Safeguarding Hub (MASH) or contact the Police.
- The hirer understands that if our schools receive an allegation relating to an incident where an individual or organisation is using our school premises for running an activity for children, we will follow our usual safeguarding procedures and inform our local authority designated officer (LADO). Please see Appendix D.

Health & Safety:

- The hirer should ensure there is a first aid qualified person present as well as an adequate first aid kit is provided.
- A risk assessment should be provided for activities taking place.
- The hirer should agree procedures with parents/carers in regards to a child's medical needs and how medication is accessed and administered.

Complaints:

- Appeals against a clubs designated category should be addressed to the School Business Manager in the first instance.

Current Room Classification

- Small Room: Blossom Room, Bluebell Room
- Classroom: Arts Studio, Rainbow Room, Discovery Den
- Hall: Top, Middle and Infant Halls, Honeywell House Meeting Room, Dining Room.
- Playground: Infant Playground, Junior Ball space, Junior playground

Appendix A: General Charges

Hourly charges from 1st April 2025 are as follows:

	Educational (Regular)	Educational (One-off)	Community (Regular)	Community (One-off)	Commercial (Regular)	Commercial (One-off)
Small Room	£0	£0	£5.40	£12.60	£12.60	£24.00
Classroom	£0	£0	£9.00	£30.00	£30.00	£42.00
Hall	£0	£0	£30.00	£54.00	£54.00	£78.00
Playground	£0	£0	£30.00	£54.00	£54.00	£78.00

Proposed Hourly charges from 1st April 2026 are as follows:

	Educational (Regular)	Educational (One-off)	Community (Regular)	Community (One-off)	Commercial (Regular)	Commercial (One-off)
Small Room	£0	£0	£5.50	£12.85	£12.85	£24.50
Classroom	£0	£0	£9.20	£30.60	£30.60	£42.85
Hall	£0	£0	£30.60	£55.10	£55.10	£79.55
Playground	£0	£0	£30.60	£55.10	£55.10	£79.55

Appendix B: Stagecoach Charges

	Saturdays	Sundays	Additional Hours
Jan 2022 – March 2025	£570.00	£286.00	£57.00
April 2025 – March 2026	£598.50	£300.30	£59.85
April 2026 Proposed	£610.50	£306.50	£61.00

Appendix C: Balham Community Centre Charges

1 st April 2018 – 31 st March 2019	£4918 per annum
1 st April 2019 – 31 st March 2020	£5066 per annum
1 st April 2020 _ 31 st March 2021	£5218 per annum
1 st April 2021 – 31 st March 2022	£5218 per annum

1st April 2022 – 31st March 2023 £5375 per annum

1st April 2025 – 31st March 2026 £5643 per annum

Payment to be made by instalments in the following manner:

- 1st April 2025 £1881
- 1st September 2025 £1881
- 1st January 2026 £1881

Appendix D: Local Authority Guidance Regarding Safe Lettings for Organisations



March 2026

This guidance is designed to provide advice so that any organisation, school, religious setting etc, which let their premises to coaches / tutors / clubs etc are ensuring as far as they can that these organisations or individuals are adhering to safeguarding policy and practice.

The hirer is responsible for:

- Safeguarding the welfare of any children on site during the letting
- Adhering to national guidance and procedures, including safe recruitment of staff or volunteers
- Ensuring appropriate training has taken place of their staff and volunteers.
- Providing the details of a lead with safeguarding responsibility within their organisation

It is important to be aware that when activities take place on school or religious site parents may feel that this confers extra credibility. This may possibly give false expectations / reassurance that the school or religious setting are taking responsibility for the activity and that usual safeguarding processes are in place.

As a minimum organisation letting premises should ensure that for any lettings which will be attended by children or young people, the organisation or individual running the activity has a safeguarding policy or processes in place.

For activities such as gymnastics or dance it is also important to ensure coaches / teachers are appropriately qualified, registered with their own professional body and have the correct insurance cover. Any activities (e.g., music tuition) which involve individual sessions should be appropriately located and monitored.

A leaflet has been developed for parents giving advice to ensure that when they are employing a tutor or sending their child to an activity, they have taken all reasonable precautions to ensure they have checked that their child will be safeguarded. This is available in word format to be put on your website or as a leaflet to give to parents.

Any safeguarding concerns about a tutor or coach should be referred to the LADO:

Email: LADO@richmondandwandsworth.gov.uk

Tel: 020-8871 6622 Official

Appendix E Checklist to Support Parents and Carers with Key Questions

Who owns or manages the organisation?

Who is the lead for safeguarding concerns?

What are their contact details?

Do they have child protection and anti-bullying policies? Ask for copies.

Are all the staff members DBS checked?

Do they use volunteers who may or may not be DBS checked?

Have all staff members attended safeguarding training?

Is it the same staff members every week / session?

If children must change their clothes what are the arrangements for this and how is this supervised?

If Professional standards apply to the activity (e.g., gymnastics coaches must have a level 2 accreditation)

can they show you that they are adhering to these standards?

Do they have the correct insurance?

Who should you speak to if you have a concern, or a parent or carer reports a concern about the organisation?

What provision is there for drop-off and collection and what procedures are in place in the event that children are uncollected from the premises?

Do parents stay while their child is at the activity and if so, where will they wait?

Appendix F: Application Form for Hire of Schools Premises

Name:		Email:	
Address:		Telephone:	
Purpose of booking:	Date required:	Time from: Time to:	
Regular Booking?: (Please provide details)	Expected numbers:	Charges made to participants:	
	Children: Adults:	Nature of organisation:	
Special requests:			
Facilities Required: (Please state quantities)			
Small Rooms:			
Halls:			
Classrooms:			
Playgrounds:			

Payment is required within 28 days of date of invoice.

I agree to accept the responsibility for the arrangements for the above named function and have read and undertake to observe the Conditions of Hire (attached).

Signature of Applicant: _____ Date: _____

For School Use:

Agreed User Category Education / Community / Commercial

Proof of Insurance verified Yes / No

ID verified Yes / No

Enhanced DBS Check verified Yes / No

Barred List Check verified Yes / No

Overseas Police Check verified (if applicable) Yes / No

Childcare Disqualification Check verified Yes / No

Single Central Record updated Yes / No

Safeguarding Policy provided Yes / No

Risk Assessment provided Yes / No

Approval

Letting agreed: Name _____ Position _____

Appendix G: TRANSFER OF CONTROL AGREEMENT

This **AGREEMENT** is made on (Please insert date)

between:

(1) The Governing Body of Honeywell Schools Federation ("the Governors"), whose address is Honeywell Road, Battersea, London SW11 6EF

and

- (2) **[Insert 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") or company number **(Insert Number)**

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 Honeywell Infant and Junior Schools ("the Schools") 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 on a temporary basis.

2. Authorised Representatives

- 2.1 For the School, The Headteacher 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 Schools premises shown edged red on the plan annexed to this Agreement]** ("the Premises") from **[Insert date or time when transfer is to start]**.
- 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 Wandsworth Council under paragraph 2(2) of the School Standards and Framework Act 1998 ("the 1998 Act").
- 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")

6. Ending the Agreement

- 6.1 The Governors may end this Agreement by giving the User [***Insert period of notice***] 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 [30 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 [30 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.
- 6.3 The User may end this Agreement at any time by giving [***Insert period of notice***] 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 £[***Insert sum***] per [***Insert period***] payable in advance.
 - 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 30 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



- 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. This must include the relevant information as listed in the safeguarding section of the policy, including confirmation of relevant DBS checks as necessary. A copy of the user's safeguarding policy and procedures must be shared with the school before the hire.
- 8.2 The user understands that if our school receives an allegation relating to an incident where an individual or organisation is using our school premises for running an activity for children, we will follow our usual safeguarding procedures and inform our local authority designated officer (LADO).
- 8.3 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.
- 8.4 All Users enter into this agreement knowing that the building contains a range of both private and sensitive information relating to pupils, families and staff at Honeywell Infant and Junior Schools. Users should at no point attempt to use, store, copy or take this information. It is for the use of the school, not the User. Whilst safeguards are in place, it will not always be possible or desirable to withdraw all school information from Users- principals of confidentiality, data protection and privacy should be respected at all time. This is a mutual arrangement for both parties.
- 8.5 Users should not make audio or video recordings of **any** activity taking place at Honeywell Infant and Junior Schools without prior agreement from a member of the Senior Leadership Team.

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) The User will complete a risk assessment for activities to be undertaken and provide a copy of this to the school.
- c) The User should provide a first aid qualified person for any activities involving children, as well as an adequate first aid kit.
- c) No School equipment is used unless specified within this agreement.
- 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
 - Smoking and vaping are not permitted
 - 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) Furniture, instruments or equipment belonging to the User may be left or stored on the Premises if stored safely in agreement with the Headteachers or staff acting on their behalf.
- h) 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

10. Damage to Property

- 10.1 The User undertakes either to make good or to reimburse the Governors for the cost of making good any damage to the property of the Governors, the School or Wandsworth Council 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 Wandsworth Council 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 Wandsworth Council or the Governors or their servants or agents acting within the scope of their authority).

The User must indemnify and keep indemnified the School, Wandsworth Council, 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 Wandsworth Council 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 five 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.

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 30 days 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 Carparking

- 15.1 The User, as part of this agreement is not entitled to use the school grounds for car parking.

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 Lambeth Council.

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 Lambeth Council. 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.

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: ***Honeywell Road, Battersea, London SW11 6EF***

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) The Equality Act 2010
 - (c) GDPR Regulation 2018
 - (d) Care Standards Act 2000
 - (e) 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 *[Insert Name of Chairperson]*

The Chair of Governors of Honeywell Infant and Junior Schools *or Headteachers*

.....

Signed by *[Insert Name]*

Chairperson of the User

.....

Signed by *[Insert Name]*

Secretary of the User