

STATEMENT OF UNDERSTANDING

USE OF PREMISES AGREEMENT

1. Introduction

1.1 The purpose of this Statement of Understanding is to record the agreement for the use of the premises which has been reached between The Trustees of Apollo Partnership Trust and NWLSSP, with the approval of Leicestershire County Council.

1.2 This Statement of Understanding has been drawn up by both parties and is intended to cover the relationship between the Trustees of both parties for the management and operation of service activities within the school premises.

2. Date of Statement of Understanding

This Statement of Understanding will come into effect on the 1st day of September 2020.

3. Definitions

The Host school – Apollo Partnership Trust

The Occupier– NWLSSP

The Room(s) – within The Old House Building; Main office area upstairs with two adjacent rooms comprising one Managerial office space and one storage/meeting space. Additional storage space comprising 3 attic rooms and part of one office/storage space on the ground floor. Appropriate access routes and use of toilet facilities and parking facilities is included.

The Premises – The collective name of the school including its land and buildings is identified as Apollo Partnership Trust.

Variations – The agreement will include up to 35 hours use of additional College Facilities per year by arrangement. Usage above 35 hours will be charged at the published hire rates.

School Core Time – 8.00am to 4.30pm weekdays during term time.

The Statement – The Statement of Understanding comprising this document and any addenda.

Term Time – The dates of each term as the service is advised by the school before the start of each academic year.

School Holidays – Those periods outside term time.

Appointed Officers – The persons appointed by each party to manage the use of the premises and monitor the interface between the two parties.

Financial Year – 1st September to 31st August

Academic Year – 1st September to 31st August

4. Period of Statement

4.1 This Statement shall come into effect when signed by both parties and shall continue in force until revised in accordance with paragraph 17.2 and 17.3 below.

4.2 It is intended that this Statement shall continue in effect for 1 year reviewed annually.

5. Parties to the Statement

The Trustees of Apollo Partnership Trust and NWLSSP and Leicestershire County Council.

6. Aims and Objectives

The parties are aiming to:-

- a) Make the most effective and efficient use of available resources through an integrated approach for the use of the premises.
- b) Support the objectives of both parties and facilitate an inclusive approach to education.

7. Access and Premises

7.1 Subject to review, NWLSSP shall have access to the room(s) during the following hours:-

8.00 to 16:30 every weekday during term times.

During school holiday periods the school will maintain a locking and unlocking service. Cleaning will be significantly reduced during the summer months and no cleaning will take place during half term weeks. Premises staff may not be available onsite. An emergency contact service will be available.

7.2 The Host school shall give NWLSSP notice prior to the commencement of each academic year of the dates of term time, and the dates of all planned special events. Agreed times may be varied by agreement or in the event of any operational or educational necessity giving as much notice to NWLSSP as reasonably possible.

- 7.3 In the event of an emergency the host school shall have power to close the premises or to use the premises in a different way. The particular circumstances surrounding each such event will be discussed with NWLSSP at the earliest opportunity.
- 7.4 The room(s) will be cleaned by the host school throughout the year, taking due regard of Health and Safety issues and the agreed schedule of use (see 7.1).
- 7.5 The host school is primarily responsible for executing all repairs and maintenance required to be carried out on the premises including the room(s) used by NWLSSP.
- 7.6 The NWLSSP Officer has responsibility to inform the host school Officer of any needs of repair or Health and Safety requirements.

8. Staffing

- 8.1 NWLSSP staff are the responsibility of NWLSSP at all times.

9. General Security and work on the Premises

- 9.1 The host school shall be responsible for ensuring the general security and physical safety of the site, its staff and contents. This shall include the maintenance, operation and necessary renewal of appropriate systems other than any internal specialised systems installed by NWLSSP. Any NWLSSP staff on site should at all times be responsible for the Health and Safety of themselves, other NWLSSP staff and all persons that they are responsible for.
- 9.2 The host school is responsible for Health and Safety Risk Assessment in relation to the accommodation. NWLSSP is responsible for Health and Safety risk assessments in relation to the activities it will be carrying out within its room(s).
- 9.3 NWLSSP should inform the host school Officer as soon as possible about any contractors who may need to be hired on behalf of NWLSSP that will be working on the host school site and mutually agree access which shall not in any event disrupt the school curriculum. The host school should inform NWLSSP of any contracting work that it commissions which may affect the normal operations of NWLSSP.
- 9.4 During school core times, the responsibility for the room(s) used by NWLSSP rests with NWLSSP. For any use of the room(s) by NWLSSP outside of school core time, the responsibility for the room(s) rests with NWLSSP who shall comply strictly with the directions given as to Health and Safety, fire and criminal damage, reporting of accidents, safeguarding and the emergency procedures set out in the host school's relevant policies.

10. ICT

NWLSSP may provide their own IT network, if appropriate. Appropriate use of the IT Network belonging to Apollo Partnership Trust will be available.

11. Insurance

11.1 The Premises will be covered for insurance by the host school's insurance.

11.2 The host school shall be responsible for ensuring the insurance of its own staff and assets and of the overall school site. NWLSSP shall be responsible for insurance for their staff, equipment and assets.

12. Equipment

12.1 Such equipment provided by the NWLSSP shall be placed or stored in such manner as agreed by both parties but in any event shall not interfere with the proper running of the host school.

12.2 Access shall be allowed to the premises for installation of equipment upon prior notification and agreement with the host school Officer as to the suitability of such access, but in any event so as not to interfere with the proper running of the school.

12.3 NWLSSP shall use its best endeavours to ensure that its equipment is properly installed and conforms to all government Health and Safety requirements. Schedules of inspection including PAT testing shall be available for monitoring purposes.

13 Representation and Communication

13.1 The NWLSSP Officer, shall be the first point of contact between the NWLSSP and the host school.

13.2 The NWLSSP Officer shall be the first point of contact between the host school and NWLSSP.

13.3 NWLSSP staff shall have access to the school's internal telephone systems.

14 Financial

At the annual meeting referred to in Clause 16 NWLSSP and the host school shall meet to agree an annual service charge for the use of the premises.

14.1 This fee will cover all costs and expenses incurred by the host school arising from the use of the premises by NWLSSP. A summary of heads of expenditure for the service charge are shown in the appendix. Once the annual sum is agreed by the parties, the host school will issue an invoice for the agreed sum to NWLSSP.

14.2 The agreed service charge for the year is £3486.00 This charge will be reviewed annually.

14.3 Any increase in the annual service charge is limited to the rise of Consumer Price Index (CPI)

15. Monitoring and Evaluation

15.1 The monitoring of the effectiveness of the arrangements shall take place through an annual monitoring meeting between Apollo Partnership Trust and NWLSSP. These meetings will be set up formally and recorded. Minutes of these meetings will be sent to the Trustees of both parties.

16. Review and Variations

16.1 The annual meeting shall form the basis of the Statement of Understanding review procedure. Additional meetings may be called by either party to discuss the Statement or matters of mutual concern.

16.2 Any changes to the Statement may be requested by either party but may only be incorporated herein by the written consent of both parties.

17. Dispute/Termination

17.1 Any dispute concerning the operation of this Statement shall be referred in the first instance to the Appointed Officers. If the matter is not resolved to the satisfaction of the parties it shall be referred to the Trustees. If the dispute is still not resolved to the satisfaction of either of the parties then it shall be referred to the County Solicitor or as the County Solicitor may appoint whose decision shall be final.

17.2. Variation of a part of this Statement may be proposed by either party at any time by notice in writing and shall be a matter of negotiation provided that the party seeking to vary will give a minimum of three month's notice if reasonably possible in the circumstances.

17.3 Should this Statement be terminated for any reason, the stock, furniture and other equipment purchased by the Host school shall be returned to the Host School. All such items purchased or provided by NWLSSP shall be collected and removed from the premises by

NWLSSP within an agreed timescale. Ownership of the premises remains with Leicestershire County Council.

18. Signatures

For the Host School:

CEO _____ (Signed)
_____ (Name)
_____ (Date)

Trustee of the Board _____ (Signed)
_____ (Name)
_____ (Date)

For NWLSSP:

_____ (Signed)
_____ (Name)
_____ (Date)

For Leicestershire County Council

Chief Executive Dept _____ (Signed)
For Leicestershire _____ (Name)
County Council _____ (Date)

**SCHEDULE OF SERVICES WHICH CAN FORM PART OF THE SERVICE
CHARGE
&
RESPONSIBILITIES**

HOST SCHOOL

CLEANING

REFUSE

REPAIRS AND MAINTENANCE

PHONE LINES/MAINTENANCE

BROADBAND ICT/MAINTENANCE

INTRUDER ALARM/CALL OUTS

SITE SECURITY/CARETAKING

UNDERTAKING FIRE RISK ASSESSMENTS

FIRE ALARM/EVAC PROCEDURES

FIRE EXTINGUISHER MAINTENANCE

PORTABLE APPLIANCE TESTING (PAT)

EMERGENCY LIGHTING TESTING

HEATING

LIGHTING & ELECTRICITY COSTS

INSURANCE premises/contents

NNDR RATES

WATER RATES

CLEANING MATERIALS

& CONSUMABLES

SERVICE CONTRACTS