

**Transfer of Control Agreement  
And  
Notes of Guidance  
For  
Use in Transferring Control  
Of School Premises**

**For  
The Provision of  
Extended Services**

**Cheney, Swan and Barton Park Schools**

**5th September 2025**

Cheney and Barton Schools are part of an academy managed by River Learning Trust (RLT), which is a company limited by guarantee, registered in England and Wales with registered company number 7966500. Registered Office:  
c/o Gosford Hill School, Oxford Road, Kidlington, Oxfordshire, OX5 2NT.

## TRANSFER OF CONTROL AGREEMENT

This **AGREEMENT** is made on

### *Signing the TOCA*

*To formally complete the TOCA, both parties need to sign it. Normally, the TOCA should be dated with the date that the last party signs it, as this is the date on which the agreement is made. The date of the agreement is set out at the start of the document.*

**between:**

**(1)** The Trustees of Cheney & Barton School ("the Trustees"), whose address is c/o Gosford Hill School, Oxford Road, Kidlington, Oxfordshire, OX5 2NT.

and

**(2)** ("the User")

**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 Trustees enter into this Agreement in order to enhance the use of Cheney School ("the School") 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 Trustees transfer control of part of the School premises to the User.

### **2. Authorised representatives**

2.1 For the School, Mr Dylan Davies or such other person who may be appointed in his place will manage the Agreement.

2.2 For the User, or such other person who may be appointed in his/her 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 Trustees agree to transfer to the User control of, or ("the Premises") from 5th September 2025 (see note about signing TOCA at start of document)

3.2 The User's control of the Premises ("the Period of Control") will be as detailed on the attached letting enquiry form.

3.3 The provisions in clause 13 of this Agreement for the occasional control by the Trustees replace the standard provisions for such control which are set out in Schedule 13 of the 1998 Act.

3.4 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 September 4th 2026 when a new agreement may be issued if required ("the Term") unless ended earlier under clauses 6, 7 or 10.

#### **5. Permitted Use**

5.1 Type of Activity

#### **6. Ending the Agreement**

6.1 The Trustees may end this Agreement by giving the User 28 days written notice to expire at any time.

6.2 The Trustees 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 7 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 7 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 Trustees incapable of being remedied and the Trustees state this in a notice given by them.

6.2.4 In extreme cases the Trustees 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 28 days written notice to the Accommodation Manager.

#### **7. Fee**

7.1 The User agrees to pay to the Trustees 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 £ or per hour for the relevant area, payable in advance each month.

7.1.2 The Fee may be varied by the Trustees from the date of this Agreement. The Trustees 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 28 days' notice in writing (before the Trustees' notice runs out) to end the Agreement and in the intervening period the then current Fee will continue to apply.

7.1.3 All invoices are payable within 15 days from the date of the invoice. The school reserves the right to refuse the hirer subsequent admission to the premises if any account remains unpaid after 15 days.

7.1.4 In the instance of a short notice booking, payment must be made 5 days prior to the event start date.

## **8. Safeguarding and Child Protection**

In addition the User's liability in respect of health and safety concerns referred to at paragraph 9 (and elsewhere) the User specifically undertakes to ensure that all staff and volunteers providing or offering a service on behalf of the User work to the standards outlined through the DfE publications and guidance [Keeping Children Safe in Education \(2025\)](#) and [Working Together to Safeguard Children 2023](#) and are familiar with and agree to follow the expectations of the both this guidance and the local area procedures produced through the Oxfordshire Safeguarding Children's Board.

In agreeing to transfer control of the use of the Premises the Trustees have the right to request sight of the User's child protection/safeguarding policy and require the User to sign a declaration substantially in the form set out at Appendix 1 confirming that these policies and procedures will be followed in full. These procedures include the provision of a named lead person on Safeguarding who has received appropriate training.

In addition to the general right of termination set out in paragraph 6, the Trustees specifically reserve the right to terminate this agreement with immediate effect if the User does not have the appropriate arrangements referred to in paragraph 8 and/or does not follow the guidance and procedures referred to in paragraph 8.

Termination of this Agreement under paragraph 8 shall be without prejudice to any existing liability of the Tenant to the Landlord under this Lease and in such circumstances the Trustees will not be liable for any loss financial or otherwise incurred by the User.

## **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) A First Aid Kit is available on request from the site supervisor on call. The User is responsible for any first aid administered.

c) No School equipment apart from standard furniture is used without written permission from the Accommodation Manager.

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. Communication about the evacuation procedure should occur at least once a term. Users should practise their evacuation procedure as they deem necessary.

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.

g) External hirers can use the external play equipment at Barton Park with the hirers consent, Children must be supervised at all times and the trust will not be liable for any injuries or accidents that occur during these sessions.

This includes ensuring that:

- Alcohol is not consumed
- 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 not be left or stored on the premises unless by specific agreement by the Accommodation Manager.

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 Trustees for the cost of making good (as the Trustees direct) any damage to the property of the Trustees, the School or Oxford County 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 the Trustees will not 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 the Trustees or their servants or agents acting within the scope of their authority).

The User must indemnify and keep indemnified the School, 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 Trustees or their employees or agents acting within the scope of their authority).

11.2 The Trustees will not be liable for any financial losses incurred by the User as a result of circumstances beyond the control of the Trustees, including the loss of power and heating.

## **12. Insurance**

12.1 The User must maintain public liability insurance and employers' liability insurance in the sum of £5 million 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 Trustees if requested.

## **13. School Security**

13.1 The Trustees agree to make arrangements for the Premises to be opened and locked after each Period of Control and the User agrees to notify the Trustees or their Authorised Representative where any session is to start late or end early.

## **14. Temporary Unavailability of Premises/Control by the Trustees**

14.1 The Trustees may give verbal notice to the User that the Premises are temporarily unavailable and will be controlled by the Trustees in the following instances:

- (a) where the School is closed for any reason;
- (b) where the Premises are in the Trustees' opinion unsafe to be used by the User;
- (c) where there are emergency circumstances which require the use by the School of the Premises.
- (d) unforeseen circumstances

14.2 The Trustees may give 28 days notice in writing that the Premises are to be temporarily unavailable to the User where the Premises are required by the Trustees and will state in such notice the period during which the Premises are to be unavailable.

**15. Access and Car Parking**

15.1 Cars should be parked in the main car parks accessible from Cheney Lane and Barton Fields Rd for Barton Park.

**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 Trustees 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 Trustees.

17.2 The User shall obtain any and all consents required under planning and all other legislation in respect of any authorised works and shall comply with all requirements of the Trustees in relation thereto.

17.3 The User shall be fully responsible for the repair and maintenance of any permitted alterations and shall, if required by the Trustees, remove all the alterations and make good the Premises, at its own cost, on the termination of this Agreement.

**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 Trustees

**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. 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 This Agreement is personal to the User and the User must not assign or sub-hire the whole or any part of the Premises or allow any third party to occupy them.

21.2 Special events: Sub letting may be considered with prior agreement from the Bookings Manager. In such cases additional conditions will apply.

## **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: Site Office, Cheney Lane, Headington, Oxford OX3 7QH

User Address: Please complete

## **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) Race Relations Act 1976 and the Race Relations (Amendment) Act 2000
- (c) Sex Discrimination Act 1975
- (d) Disability Discrimination Act 1995
- (e) Care Standards Act 2000
- (f) Data Protection Act 1998
- (g) Fire Risk assessment:  Annual Fire Risk Assessment Review/Checklist

## **25. Change of Post-holders**

25.1 The User agrees to notify the Trustees in advance if the person in the role of Lead Organiser 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 Trustees 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.

### **FIRE SAFETY EVACUATION PROCEDURE – OUT OF SCHOOL HOURS**

#### **ROLES AND RESPONSIBILITIES**

##### **FIRE EVACUATION RESPONSE TEAM**

The fire evacuation response team will consist of:

- Fire Evacuation Responsible Person
- Roll Call Coordinator
- Fire wardens, if available

##### **ASSEMBLY POINT - Cheney School**

The assembly points is: Tennis Courts

#### **ROLES AND RESPONSIBILITIES**

##### **Fire Evacuation Responsible Person - On hearing the alarm**

Responsible Person: **Site Assistant (Duty Manager)**

Deputy Responsible Person: **Security Guard**

- Ensure handicom and duty mobile is with you at all times
- Inform other staff of fire activation over handicom
- Check fire alarm panel – closest building to you or site office
- Establish zone from fire alarm panel
- Carry out a check of the area in question If false alarm acknowledges alarm (password 2222) and try to reset the fire alarm system. If not, continue as detailed below:
- Fire alarm sounder must remain sounding
- Break 2<sup>nd</sup> fire call point so all building fire alarm systems go into alarm

- Call emergency services – 9-999
- Search the building the fire alarm originated from
- Ensure all rooms and refuge areas have been checked, cleared and closed down to prevent unauthorised access – do not lock rooms
- Go to assembly point – Tennis courts
- Coordinate evacuation process –keeping regular contact with other staff members over handicom
- Receive and record updates from Roll Call Coordinator
- Liaise with Fire Brigade on their arrival
- Delegate responsibilities when not available or as applicable
- Advise when it's safe to leave the assembly point once instructed by the Fire Brigade
- Coordinate and chair fire evacuation debrief with Fire Evacuation Response Team following evacuation. (To include security and Line manager)
- Inform line manager of fire alarm incident
- Complete security event form with record of the incident

### **Roll Call Coordinator**

Roll Call Coordinator: **Security Guard on Duty**

Roll Call Deputy: **Second Site Assistant (if Applicable)**

- Take Bookings checklist to assembly point (**Security guard to ensure they have weekly bookings sheet at all times**)
- Pick up handicom
- Take any visitors in reception to Assembly point - Tennis courts.
- Pick up (and put on) fire warden tabard
- Maintain communications with Fire Evacuation Responsible Person over handicom
- Receive and record roll call data from coaches, instructors and tutors.
- Report status of roll call checks (including whether there is anyone located at the refuge points) to Fire Evacuation Responsible Person. Also, from any teachers that may still be on site with students.
- Assist and receive instruction from Fire Evacuation Responsible Person and/or Fire Brigade while at assembly point
- Attend a post evacuation debrief session.

### **Faculty Coordinator – 2<sup>nd</sup> Site Assistant on duty (Where applicable) If not Fire evacuation Responsible person**

- Pick up handicom
- Pick up (and put on) fire warden tabard
- Check building/zone on nearest fire alarm panel and go to building fire alarm activated from to assist Fire Evacuation Responsible Person
- Go to assembly point once building has been checked and cleared

- Provide assistance to Fire Evacuation Responsible Person and Fire Brigade.

**Fire Wardens – Site Wide (Might not be present out of hours)**

- Put on yellow fire warden tabard
- Check specific building/areas are clear
- Follow all instructions given by Fire Evacuation Responsible Person
- Report whether specific building/areas are clear to Roll Call Coordinator

If building/areas are not clear,

- Report location and numbers of disabled person's
- Report locations of trapped persons

Barton Park:

All third party hirers to be briefed on fire evacuation procedure and informed in the event of a fire to contact Dylan Davies lettings co-ordinator on: 07587626577

Fire Procedure:

- On hearing the alarm leave the building by the nearest fire exit
- Assemble at the front of the building
- Do not collect any personal items
- All participants to wait at the front of school
- Responsible person from hirer to ensure all are accounted for
- Await for the fire Brigade to arrive
- Do not enter building until fire safety officer has deemed the building fit to return
- Report the evacuation to lettings manager who will complete incident form

**AGREED by the Parties on the date set out at the start of this Agreement**

.....  
**Signed by either Richard Stamper– The Chair of Trustees of Cheney School or  
 Mrs Jodie McMinn  
 School Business Manager  
 Cheney School**

.....

**Signed by user**

**Add name**

.....

## **Appendix 1**

### **Safeguarding / Child Protection Declaration**

**Please complete EITHER Section A OR B**

#### **EITHER**

##### **Section A**

This is applicable to all organisations providing a substantive service to young people/children (up to age 18). If you believe that it does not apply to your organisation please sign here.

Our organisation provides a service principally for adults (i.e. over 18 years of age).

Signed \_\_\_\_\_ (on behalf of User organisation)

Date \_\_\_\_\_

#### **OR**

##### **Section B**

The Trustees of Cheney and Barton Park Schools agree to transfer control of the identified premises for the agreed use of these premises by the User.

The User undertakes to ensure that all staff or volunteers providing a service on behalf of the User will be made aware of the Local Safeguarding Children's Board child protection procedures and the DfE publications and guidance Keeping Children Safe in Education (2022) and Working Together to Safeguard Children 2018.

Specifically the User will take responsibility for ensuring that all required recruitment checks are undertaken on any adult using Cheney School premises. (This should include enhanced DBS checks on all those likely to have unsupervised contact with children and young people and a requirement that any allegation about inappropriate behaviour from any adult, employed or volunteering for the User is referred to the Local Authority Designated Officer for investigation).

I agree to provide a copy of our child protection policy on request of the Trustees of Cheney and Barton Park Schools.

I confirm that all adults either employed or being used on a voluntary basis to provide services on behalf of have been through the appropriate recruitment checks (as described in the Keeping Children Safe in Education Safer Recruitment Guidance) and have received and will continue to receive on a three yearly cycle basic child safeguarding training.

As the representative of the User organisation I accept the responsibilities to safeguard and promote the welfare of all the children or young people for whom we

provide a service. I accept the requirement to follow the guidance and procedures outlined above and at paragraph 8 of the agreement.

Signed

(on behalf of User organisation)

Date

(Please attach a copy of your organisation's Child Protection Policy with this declaration).