

Unit 38 Baseline Studio’s Usage Agreement

The Employment and Training Hub is a project initiated through the Future Neighbourhood Vision, and a collaborative project led by Lancaster West Residents’ Association and Lancaster West Neighbourhood Team and includes a variety of delivery from local partners related to the employment, economic and related wellbeing needs of local residents in North Kensington.

This document outlines the agreement between Lancaster West Residents’ Association, Lancaster West Neighbourhood Team and “delivery partner” regarding the programming and delivery of the Employment and Training Hub – specifically in relation to the use of the training room and digital suite in the “Premises” (Unit 38 in Baseline Studios).

Date of agreement: _____

Between

A) Lancaster West Residents’ Association (“LWRA”) of Unit 9, Baseline Studios, Whitchurch Road, London W11 4AT and **Lancaster West Neighbourhood Team (“LWNT”)** of Baseline Studios, Whitchurch Road, London W11 4AT, on behalf of the Royal Borough of Kensington and Chelsea (“RBKC”); and

B) Delivery partner _____

1. Purpose of the Agreement

1.1 This agreement confirms how partners, their agents and those who are authorised by them, behave and operate use of the Premises appropriately and in accordance with appropriate time allocations, and that none of their activities or behaviours precludes such use.

2. Schedule and period

2.1 This agreement commences on the date of signature of both parties and is to be revised and renewed annually.

2.2 Delivery partners will have access to the room after co-design regarding programme delivery and use of the premises with LWNT/LWRA.

3. Times of Occupancy

3.1 The premises will be available for use by the **Delivery Partner** at agreed times, and for an agreed duration. This is subject to review and re-defining as programming and schedules of the space develop, and at the discretion of all parties.

3.2 Each party is entitled to discuss the use of the premises at times other than those listed above - this will be subject to mutual agreement.

3.3 No group can use the premises (including associated pods and space throughout Baseline Studios) for regular use more than 2 full days per week – in any exceptions this can be organised in agreement with LWRA and Lancaster West Neighbourhood Team.

4. Access and use of premises

4.1 Delivery partners will be inducted to the space by LWNT and appoint a lead staff member to take responsibility for ensuring all agents adhere to the usage agreement.

- 4.2 LWNT or LWRA will provide access to the premises as prior agreement.
- 4.3 Delivery partners must notify LWNT/LWRA as soon as possible, should any cancellation (foreseen or unforeseen) occur, and alternative arrangements be made to notify users.
- 4.4 All programme delivery will be accessible and for the benefit of local residents, as per the vision committed for the space.
- 4.5 Where delivery partners are targeting, or programmes require certain eligibility (ie. target age or ability), all publicity and communications will advertise this clearly to residents, and make this accessible where possible to a range of residents.

5. Storage of Equipment

- 5.1 With the exception of the furniture and digital devices available for use in the premises, all portable equipment or resources will be either removed or stored by agreement.

6. Cleaning of the Facility

- 6.1 The premises should be left appropriately clean at the end of each session and leave it in an acceptable condition for the next user.
- 6.2 Delivery partners are advised to check for damage at the beginning of its occupancy and report any major issues immediately to LWNT.
- 6.3 Any damage caused by either party to the property shall be reported immediately to LWNT, this may be subject to a remedial charge should it result from wilful misuse or damage. Such damage shall be recorded in the log, based in the room.

7. Utilities, Services and Security

- 7.1 No charge shall be made for reasonable use of utilities or services within the delivery of the Employment and Training Hub with delivery partners.
- 7.2 LWNT will take operational responsibility to ensure the premises are secure,
- 7.3 Delivery partners are responsible for the security of their belongings, their users belongings
- 7.4 and the room and contents during the agreed time of operation – including locking the premises when not occupied.
- 7.5 LWNT will put in mechanisms to protect the digital safety of users. Delivery partners are responsible for safe use of digital devices, and following procedures to enforce diligence and protect users.

8. Health and Safety

- 8.1 Delivery partners shall be responsible for the health and safety of their users, staff and agents whilst on the site, and should keep a register of attendance, consent and necessary details of users for each session.
- 8.2 Should any relevant matter or issue likely to lead to a regulatory or good practice breach, it should be reported to LWNT immediately.
- 8.3 LWNT and LWRA take all reasonable steps to protect its delivery partners, and delivery partners will be notified of first aid and emergency procedures.
- 8.4 Any minor issues shall also be recorded in the log as per LWNT Health and Safety policy.
- 8.5 If the room is in use out of core hours (Monday – Friday 8am – 6pm), delivery partners are responsible for ensuring a risk assessment is complete, and their policies are in place and adhered to.

9. Charges for Usage

- 9.1 At their discretion, the LWRA may choose to charge rental to private, additional users or delivery partners, if use is outside of the scope of the Employment and Training Hub, and in

accordance with a schedule of rates agreed with the LWNT, and use that income to the collective benefit of residents of the estate.

10. Insurance

10.1 LWNT shall ensure that the Employment and Training Hub is adequately insured for buildings and public liability cover.

10.2 Delivery partners should have their own public liability insurance suitable for their delivery, and provide relevant copies to LWRA and LWNT on request.

11. Monitoring

13.1 Delivery partners commit to sharing all relevant, aggregated data to LWNT and LWRA, to help inform usage and impact of the premises and programmes delivered within.

13.2 Delivery partners commit to providing regular reporting on data, such as attendance and nature of engagement of users, as well as anonymous case studies, feedback and impact of the programme delivered

13.3 All users should be registered and their attendance logged in the premises, as per the delivery partner's practice.

13.4 Should individual information or case studies be required for monitoring purposes, this will be discussed with the delivery partner and be submitted to LWNT for use.

13.5 If delivery partners are working with LWNT and/or LWRA to run a joint programme, monitoring and feedback mechanisms will be agreed prior to the programme, and stipulated to users in any relevant consent forms.

13.6 Photo consent – see below

12. Policies and data sharing

12.1 Delivery partners should provide LWNT and LWRA access to safeguarding and GDPR policies, and written assurance of DBS staff checks.

12.2 Should individual data be required for monitoring, delivery partners shall stipulate or seek specific consent from users to share the required information with LWNT and LWRA for reporting purposes

12.3 As per GDPR policy, the delivery partner will act as Data Controller for all specific user data collected for the programme being delivered, subject to their specific policy and practice

12.4 Photo consent will be collected by delivery partners, and specifically reference sharing images with LWNT and LWRA for promotional material, reporting and documenting use of the premises.

13. Communications and support

13.1 Delivery partners will provide LWNT and LWRA with publicity for their programming, and feature logos on their material.

13.2 LWNT and LWRA will seek to promote and recruit for all programmes delivered through the premises, in line with the North Kensington Employment and Training Hub vision.

13.3 LWNT and LWRA will offer any additional support within reason to ensure the success of programmes delivered from the premises by delivery partners

13.4 LWNT will offer support where possible with publicity design and dissemination through communication channels.

13.5 Delivery partners will be listed in a dedicated area on the WeAreW11 app, and programming will be updated and promoted by LWNT.

14. Conduct and complaints

- 14.1 Professional conduct from all delivery partners and their agents is expected at all times when operating from the premises.
- 14.2 Should any complaints arise from users or delivery partners, these should be reported appropriately and discreetly, in the first instance informing LWNT to discuss any required investigation, action and response.
- 14.3 Should delivery partners have any complaints regarding LWNT or LWRA agents, this should be put in writing and submitted to lancwestoffice@rbkc.gov.uk for investigation.

15. Dispute Resolution

- 15.1 Should there be a dispute between any delivery partner, LWNT and/or LWRA or its agents then every effort should be made, and seen to be made, to resolve the matter informally and amicably.
- 15.2 Should that not prove possible then two representatives of each party shall meet to resolve the matter more formally, recording the procedure and outcome.
- 15.3 Only if these processes have failed shall the matter be heard by the Neighbourhood Director or his appointed representative, both parties voicing their concerns and the Director or representative determining the case.

16. Review or termination of the Agreement

- 12.1 The LWRA and LWNT, by mutual decision, has the absolute right to review and/or terminate this agreement if significant changes are required, or either party is deemed by him (her) to have either persistently breached the agreement or breached it in such a way as to preclude any further occupancy.

I accept and agree to abide by the terms of this agreement

Partner Name:

Agent Name:

Position:

Contact phone and email:

Date:

Signature:

Signed LWRA:

Signed LWNT:

Print name:

Print name:

Position:

Position: