



North Tyneside Council

**EXEMPTION FROM CHILDREN'S LICENSING
BODY OF PERSONS APPROVAL
(s. 37 (3) (b) Children & young Persons act 1963)**

CONTRACT OF AGREEMENT

Name of Organisation:	
Address of Organisation	
Postcode:	
Telephone No.	Email address:

The above named organisation has requested that North Tyneside Council exempt them from the need to comply with the individual licensing of children procedures as required by S.37 Children & Young Persons Act 1963 and hereby agree to the following:-

- No payment will be made to the child(ren) or anyone else, on behalf of the child(ren), other than for defraying expenses.
- No child will be absent from school to take part in a performance given under the BOPA.
- The organisation agrees to provide the LA with the details of each performance/technical & dress rehearsal (dates, times and location) 21 days in advance of the first performance. Any changes to the performing schedule must be advised to the licensing authority in advance or as soon after as practicable in respect of late changes.
- The organisation agrees to comply with all relevant aspects of The Children (Performances & Activities) (England) Regulations 2014. It will ensure that an appropriate number of chaperones are engaged at each performance to care for the child(ren), having specific regard to their sex and age, ensuring that each child is supervised at all times. The organisation will provide the LA with the Chaperone's details in advance of the first performance (or as soon as is practicable in respect of late changes).
- A first aider will be present at each performance. The organisation will ensure that the chaperones are aware of how to contact the first aider and will have a procedure in place for recording accidents.
- The organisation will obtain from the venue details of the fire evacuation and critical incident procedures and familiarise the chaperones with these procedures.
- The organisation agrees to any authorised officer of the local authority having unrestricted access whilst any dress/technical rehearsal or performance is taking place at any venue that the company uses for such purposes.
- The organisation understands that they have a duty of care to ensure the health and safety of those involved in their activities; they must be satisfied that any risks which may affect the child(ren) in their care, have been identified through risk assessment and that effective control measures are in place.. The organisation understands that North Tyneside Council are not the producer, nor are they in control of, or responsible for any aspect of the production and are therefore unable to take any responsibility for the content or the measures identified within the risk assessment.
- The organisation has a Child Protection Policy in place and will ensure that it is communicated and followed throughout the organisation.
- The organisation will obtain confirmation from the parents/carers of the children taking part that they are fit and well, noting any medical issues/additional needs and will give due consideration to any relevant information supplied. Details will be shared appropriately with the chaperones and will be available at the place of performance together with a list of emergency contact details for each child.
- The organisation will ensure that signing in/out sheets and/or daily record sheets are completed for each performance.
- The organisation accepts that breach of any of the above agreements/ conditions is likely to result in the licensing authority revoking the Body of Persons exemption with immediate effect.

Signed.....Print Name.....

Position in Organisation.....Date.....