



## Community Use Policy

### Introduction

The Governors and staff are keen for Bricknell Primary School to be at the heart of the local community.

With the drive towards lifelong learning we hope that school can be used as a learning resource for pupils outside of traditional school hours and for people beyond school age.

Activities which can bring parents and local residents into school will raise the profile of the school and develop commitment to it.

Funding allocated by the LA for community use will be used appropriately - according to LA guidelines for the benefit of the local community and the school.

Lettings will be made and managed according to the following guidelines and principles:

### 1. General

- 1.1 Premises shall be used only for such educational, social and cultural purposes specified on the proposal form and must not adversely affect school activities or routines.
- 1.2 In the event of any user seriously or persistently abusing this use then Governors shall be entitled to immediately suspend such use.
- 1.3 All applications for lettings should normally be made at least one calendar month before the date required, so that any points of doubt may be clarified.
- 1.4 The Governors shall be free from liability if the premises are not available through causes outside their control, such as directed use, elections etc.
- 1.5 Any cancellations by the hirer for single or a series uses must be made to the school with at least one week's notice. Failure to notify the school in time will result in a charge being made.
- 1.6 The Governors reserve the right at any time to increase the charges on the giving of one calendar month's notice to the hirer.
- 1.7 The Governors reserve the right to alter, amend or add to the conditions of use at any time and such alterations will be effective on the giving of 7 days notice to the hirer.

## **2. Loss or damage / indemnity / insurance matters.**

2.1 The Governors shall not be liable for any loss or damage to the hirer or any person(s) admitted to the premises by the hirer except where the same is due to the negligence of the school and the Governors or any person for whom the school and the Governors is responsible.

2.2 The Governors require the hirer to make good all loss or damage which may be caused during the hire period of the premises or any property on the premises and to remove any litter for which the hirer is responsible from the playing fields and school premises.

2.3 The hirer hereby undertakes and agrees:

- a) to indemnify the LA, the school and the Governors in respect of liability for:
  - personal injury ( whether fatal or otherwise) and
  - any other loss, damage costs and expenses

where the liability arises directly or indirectly out of this agreement except where liability arises wholly or partly from negligence or breach of statutory duty by the LA, the school or the Governors.

- b) for the period of the hire to maintain an adequate public liability insurance policy with an insurance company of repute against the hirer's legal liability including the indemnity at 2.3a above arising from the use and occupation of the premises by the hirer and to produce on request to the school the insurance policy and the current premium renewal receipt.

2.4 All groups using the school must provide evidence of adequate insurance cover which must include public liability insurance of not less than £2m. Details are included on the insurance questionnaire – Appendix 1.

The only exception to this is that non-profit making Senior Citizens groups do not have to maintain public liability insurance cover of £2m.

## **3. Specific Conditions**

3.1 Community use must not interfere with the delivery of the curriculum or with lettings directed by the LA.

3.2 Governors have decided, in accordance with H.C.C. policy, that smoking will not be allowed on the premises.

3.3 The use of the school kitchens is not permitted.

3.4 The wearing of footwear which causes damage to the school floor surfaces is not permitted.

3.5 All hirers will familiarise themselves with notices related to health, safety and fire precautions displayed around the school premises.

3.6 No portable electrical equipment supplied by the hirer must be connected to the fixed electrical supply unless it has undergone periodic testing and certification for electrical safety at least annually by a competent person , in accordance with the

Electricity at Work Act 1989. The LA / school reserves the right to inspect the documents at any time.

3.7 The hirer shall ensure that school premises are left in a clean and tidy condition. Failure to do so will result in additional charges being made.

3.8 No person under the age of 18 may make a booking of school premises.

3.9 No bookings will be accepted from groups known to have racist aims and objectives.

3.10 Car parking is at the owners' risk. The hirer must ensure that entrance roads are kept free and access for emergency vehicles is not obstructed.

3.11 No permanent furniture shall be introduced onto the premises without the prior permission of the school or Governors.

3.12 The hirer will make arrangements for:

a) the acceptance onto the premises and the removal of any property, scenery or other articles which are required for the hirer's own purposes;

b) for the removal, unless otherwise agreed on the expiry of the hire, of such property or the hiring fee will be continued on a daily basis and no responsibility will be taken by the school, Governors or LA for its removal.

c) the setting up and removal of any furniture or equipment used in association with the hirer's undertakings.

3.13 Hire of school premises does not include use of materials or equipment. A charge will be made for such items if their use is requested by the hirer. Where the equipment is specialised a suitable person must be present to supervise its use. No equipment or fittings must be removed or adjusted without the previous approval of the school or Governors.

3.14 Sole hirers of school facilities must be the sole instructor for all activities undertaken and always present during booked time.

3.15 The hirer will be informed of any cost charged for the use of the school facilities by letter. Costs will be reviewed annually at the beginning of April and the hirer will be informed of any changes.

#### **4. Charging**

4.1 The school will assess the booking to see whether it fits into the LA's free use category. If so then the booking will be granted free use if there are sufficient funds available in the community use budget to cover the cost of the letting. If not then the hirer will be informed of the current hourly rate.

4.2 School may charge higher rates for some activities and use the surplus to subsidise others.

4.3 Activities which are child care are community use and cannot be covered by the School's usual delegated budget.

4.4 The hourly rate includes the additional marginal costs which apply when the school is used outside normal hours. These include caretaking, energy and additional cleaning costs – Appendix 2

4.5 Cost for some users may be subsidised by others using the building.

## **5. Public Entertainment**

5.1 Premises which are licensed for public entertainment are subject to the conditions of appropriate licences which must be complied with by the hirer.

5.2 Where premises are not licensed the promoters of any entertainment which requires a licence is responsible for ensuring it is obtained.

5.3 When halls are hired for public entertainment or meetings, the hirer shall ensure that sufficient stewards are available at exits and entrances to maintain order. Maintaining order is the responsibility of the hirer.

5.4 No dramatic, musical or other work in which a copyright exists shall be performed on the premises unless the consent of the owner of the copyright has been obtained. The hirer shall indemnify the school and Governors against all claims made against them for breach of copyright.

5.5 The consumption of alcohol will only be allowed in the course of functions organised by responsible bodies with the prior approval of the Governors and subject to normal licensing arrangements. It is the responsibility of the hirer to make enquiries of the Clerk to the Licensing Justices to ascertain licensing arrangements and to ensure that all the relevant licensing requirements are met and observed.

## **6. Martial Arts**

Organisers and instructors shall be members of a body recognised by Sport England.

## **7. Sports Groups**

Sports groups or their instructors must be members of, or registered with, the appropriate sporting national body and comply with that body's policy on coaching.

## **8. Monitoring**

An annual report will be presented to the LA on how funds allocated under the community use budget have been spent. The headteacher and finance sub committee will monitor expenditure during the year. The School Facilities and Business Manager will be responsible for ensuring that all relevant paperwork is completed accurately by those using the building. This will involve the completion of the booking form - Appendix 3 and Insurance Questionnaire - Appendix 1.

**Appendix 1.**

**Community Use of Schools Insurance Statement and Questionnaire.**

**Statement**

The Importance of Public Liability Insurance to any organisation or person hiring school premises is that their Insurers undertake to protect them against their legal liability to pay compensation for death, bodily injury or disease to third parties or loss of or damage to their property. It is not unusual nowadays to see Courts award settlements well in excess of £1million following serious injury to single individuals. Obviously, the risk of a catastrophe on this scale is remote but clearly it is essential that every hirer of school premises is adequately insured because few will have the financial resources to meet their liabilities without appropriate insurance.

- The Council carries its own liability insurance but this cannot deal with claims for injury to third parties or loss of or damage to their property caused by the organiser, team or any individual hiring school premises.
- The organisation, team or individual hiring school premises must therefore arrange their own insurance as clearly stated in the Hire Conditions. In this respect, the limit of indemnity under their Public Liability Policy must not be less than £2million.

**Insurance Questionnaire**

It is necessary for you to have your own Public Liability insurance as the Authority's insurance cannot protect you as the hirer against your legal liability to pay compensation for accidental death of, or bodily injury to, third parties or accidental loss of, or accidental damage caused to their property. You will appreciate that this is a risk which must be avoided in everyone's interests.

**If you do not have Public Liability Insurance, you must not use the school facilities.**

Name of the organisation, team or individual insured. (Must be the same as Name of user on Page 6)	
Insurer and branch	
Policy Number	
Renewal Date	
Limit of Indemnity	
Does the policy include Club Member to Club Member Insurance (If appropriate)?	Yes/No
Does the policy include Damage to Premises?	Yes/No

**The school needs evidence of continuity of Public Liability Insurance cover and requires you to provide a written statement to this effect on each renewal date. You must also notify the school immediately if cover is changed, lapsed or cancelled.**

Name of Organisation, Team or Individual .....

Authorised Signature .....

Printed Name .....

Date .....

**Appendix 2.**

**Average Costs for Community Use Opening**

**Staffing costs per hour**

<b>Staff</b>	<b>Rate per hour</b>	<b>Rate Mon - Sat</b>	<b>Rate Sunday</b>
<b>Casual Caretaker / Letting Assistant</b>	<b>£6.69</b>	<b>£10.03</b>	<b>£13.38</b>
<b>SFO</b>	<b>£7.83</b>	<b>£11.74</b>	<b>£15.66</b>

**Utilities costs per hour**

<b>Gas</b>	<b>Electric</b>	<b>Water</b>	<b>Total</b>
<b>£ 21.49</b>	<b>£14.61</b>	<b>£4.83</b>	<b>£40.93</b>

**Appendix 3.**

**Community Use of Schools**

**Booking Form**

**1. Booking Details.**

Please complete full details of lead person making the booking

<b>Surname</b>	
<b>Initials</b>	
<b>Title (e.g. Mr, Mrs, Ms)</b>	
<b>Address and Postcode</b>	
<b>Daytime Telephone No -</b>	
<b>Evening Telephone No -</b>	

**2. Booking Information.**

Please complete fully.

<b>Name of User</b> (Organisation, Team, Individual.)						
<b>Name and contact details of person with lead responsibility</b> throughout all bookings.						
<b>Purpose</b> Or activity for which booking is required.						
<b>Facilities Required.</b>  Please consult schedule of charges for details of facilities available and charges; please specify all facilities required.  Please see Appendix 1						
<b>Dates Required.</b>		From :		To :		
Day / s of the week required, please tick and complete times and frequency.	Day	Tick days required.	Time including preparation and clearing up.		Frequency I.e. Weekly, fortnightly, four weekly, monthly.	Other Comments
			From	To		
	Mon.					
	Tues.					
	Wed.					
	Thurs.					
	Fri.					
	Sat.					
Sun.						

<b>Category Of Use -</b> Please See Appendix 2.		*Please complete category of booking here.						
<b>Numbers involved.</b>	Estimated Total Number Attending		of which Age 0 – 16		of which Age 17 – 24		of which Age 24 +	
	Male	Female	Male	Female	Male	Female	Male	Female
Total number of people attending and break down of age group								
Of those attending, approximately how many -	Live in Hull?		Are children who attend this school?		Are parents of children who attend this school?		Are disabled?	

\*Evidence may be required.

Booking Declaration -

**I hereby declare that I am over 18 years of age. I have read, understand, agree and hereby accept on behalf of the aforementioned organisation the schools 'Conditions for Lettings' detailed in Section One.**

**I agree to pay the appropriate fee on receipt of an invoice (if applicable)**

**I confirm that:-**

- **I have an adequate public liability insurance policy. ( see Insurance Statement and Questionnaire )**
- **I have attached a copy of the risk assessment for the activity.**
- **All staff / volunteers working with children have a satisfactory Disclosure Barring Service certificate.**

Name of Organisation, Team or Individual .....

Authorised Signature .....

Printed Name .....

Date .....