



Community Use Policy

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Introduction

St Cuthbert's Roman Catholic Academy Trust would like all Trust Schools to be at the heart of the local community.

With the drive towards lifelong learning we hope that school buildings and facilities 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 our schools will raise the profile of the school and develop commitment to it.

Community lettings will be agreed and managed according to the following guidelines and principles.

1. General

- 1.1 Premises shall be used for such educational, social, sporting and cultural purposes specified on the proposal form and use must not adversely affect the activities or routines of the schools.
- 1.2 In the event of any user seriously or persistently abusing this use then the Trust Board shall be entitled to suspend use immediately.
- 1.3 The Trust Board shall be free from liability if the premises are not available through causes outside the school's control, such as elections, directed use etc
- 1.4 Bookings will be made through www.schoolhire.co.uk/hull/stmarys All bookings remain unconfirmed until an official confirmation is issued.
- 1.5 Cancelled sessions will not be deducted from the invoice unless cancelled by the Trust. Any sessions cancelled by the Trust will be limited to a full refund of the session fee.
- 1.6 The Trust Board reserves 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 user group.

2. Loss or Damage / Indemnity / Insurance matters

- 2.1 The Trust Board 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 Trust or any person for whom the school and the Trust is responsible.

2.2 The Trust Board requires the hirer to make good any 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 Trust in respect of liability for:

- personal injury (whether fatal or otherwise) and
- any other loss or damage, costs and expense 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 Local Authority, the school or the Trust.

b) For the period of 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 of the facilities by the hirer and to produce on request to the school the insurance policy and the current premium renewal receipt.

2.4 All affiliated clubs using the facilities must provide evidence of adequate insurance cover which must include public liability insurance of £3m.

2.5 Individuals and small clubs will be covered by the Trust Third Party Hire Insurance.

3. **Specific Conditions**

3.1 Community use must not interfere with the delivery of the curriculum or with use directed by the Local Authority (elections, polling station etc).

3.2 Smoking will not be allowed on the premises.

3.3 The use of the school kitchen is not permitted.

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

3.5 All hirers will familiarise themselves with notices related to health, safety and fire precautions and emergency evacuation displayed around the 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 Trust reserves the right to inspect the documents at any time.

The use of such equipment must have been agreed with the Trust prior to its use.

- 3.7 The hirer shall ensure that the premises are left in a clean and tidy condition. Failure to do so will result in an additional charge being made.
- 3.8 No person under the age of 18 may make a booking.
- 3.9 The Trust is inclusive, diverse, equitable and anti-racist and no bookings will be accepted from groups known to have conflicting aims and objectives.
- 3.10 If the user group involves minors, the group must have a current Child Protection policy in force including DBS checks, coach qualifications and risk assessments.
- 3.11 Car parking, where available, is at owner's risk. The hirer must ensure that entrance roads are kept free and access for emergency vehicles is not obstructed.
- 3.12 No permanent furniture shall be introduced onto the premises without the prior permission of the Trust.
- 3.13 Exceptionally it may be agreed that equipment can be stored on site for use by the user group. In these circumstances the hirer accepts and maintains responsibility for the equipment. The Trust will accept no responsibility for any loss or damage to any material or equipment stored on its premises.
- 3.14 The hirer will make arrangements for the acceptance onto the premises and the removal of any property, scenery or other setting up requirements which are required for the user's own purposes. The time for your booking includes setting up and removal time. The Trust has no responsibility for the setting up/taking down or removal of equipment.
- 3.15 Hire of school premises does not include use of school equipment or materials, a charge will be made for such items if their use is requested by the hirer. Where the materials or equipment are 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 Trust.

- 3.16 Sole hirers of facilities must be the sole instructor for all activities undertaken and must always be present during booked time.
- 3.16 Sports groups or their instructors must be members of or registered with the appropriate sporting national body and comply with the body's policy on coaching.

4. Charging

- 4.1 The hirer will be informed of any costs charged for the use of the facilities at the point of booking. Costs will be reviewed periodically, and the hirer will be informed of any changes with one month's notice.
- 4.2 The Trust may charge higher rates for some activities and use the surplus to subsidise others.
- 4.3 Childcare activities 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 other such additional costs.
- 4.5 For Academy rates see Appendix 1. Rates for the schools are currently under review and will be advised at the point of booking on the SchoolHire website.

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 subsists 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 Trust 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 Trust Board 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 licencing requirements are met and observed.

6. Monitoring

An annual report will be presented to the Trust Board to monitor levels of Community Use, income and expenditure.

APPENDIX 1



SPORTS DEVELOPMENT COMPANY

Research has been conducted with other local providers and we are confident our pricing structure is extremely competitive, reasonable and justified. A reasonable notice period will be given to our customers of any future approved increases.

FACILITY	CHARGE (Per hour)
Academy Hall	£32.50
Academy Hall (Discounted)	£24.00
Badminton Court	£10.00
Badminton Court (Discounted)	£7.00
NSH – Half	£20.00
NSH – Half (Discounted)	£12.50
NSH – Trampoline (1) New equipment	£20.00
4G – 1/3	£32.50

4G – 1/3 (Discounted)	£25.00
4G - Full	£60.00
4G – Match*	£67.50
4G – Match* (Junior/Discounted)	£50.00
MUGA – Netball Court	£16.50
MUGA – Netball Court (Junior/Discounted)	£12.50
Studio	£22.50
Studio (Discounted)	£15.00

***Match Price is for full 4G and 2 hours**

Discount rates are offered for Off Peak Bookings and Linked Clubs or Associations.