



## **Thrunscoe Primary Academy**

### **Community Use Policy**

#### **Introduction**

The governing body regards the academy buildings and grounds as a community asset and will make every reasonable effort to enable them to be used as much as possible. However, the overriding aim of the governing body is to support the academy in providing the best possible education for its pupils, and any lettings of the premises to outside organisations will be considered with this in mind.

The academy's delegated budget (which is provided for the education of its pupils) will not be used to subsidise any lettings by community or commercial organisations unless this solely benefits the pupils of the academy. A charge will be levied to meet the additional costs incurred by the academy in respect of any lettings of the premises. As a minimum, the actual cost to the academy of any use of the premises by an outside organisation must be reimbursed to the academy's budget.

#### **Definition of a Letting**

A letting may be defined as "any use of the academy's premises (buildings and grounds) by either a community group (such as a local music group or football team), or a commercial organisation (such as the local branch of 'Weight Watchers')". A letting must not interfere with the primary activity of the academy, which is to provide a high standard of education for all its pupils.

Use of the premises for activities such as staff meetings, parents' meetings, governing body meetings and extra-curricular activities of pupils supervised by academy staff, fall within the everyday life of the academy. Costs arising from these uses are therefore a legitimate charge against the academy's delegated budget.

#### **Charges for a Letting**

The governing body is responsible for setting charges for the letting of the academy premises. A charge will be levied which covers the following:

- Cost of services (heating and lighting)
- Cost of staffing (additional security, caretaking and cleaning) - including "on-costs"
- Cost of administration
- Cost of "wear and tear"
- Cost of use of academy equipment (if applicable);
- Profit element (if appropriate).

If there are multiple lettings taking place at the same time, the costs for services and staffing will normally be shared between the organisations involved.

Charges will be reviewed annually, for implementation from the beginning of the next financial year, with effect from 1st September of that year. Current charges will be provided in advance of any letting being agreed.

#### **VAT**

The academy is not VAT registered so VAT will not be charged.

### **Management and Administration of Lettings**

The business manager is responsible for the management of lettings, in accordance with the governing body's policy. Where appropriate, the business manager may delegate all or part of this responsibility to other members of staff, whilst still retaining overall responsibility for the lettings process.

If the business manager has any concern about whether a particular request for a letting is appropriate or not, she will consult with the headteacher, who is empowered to determine the issue on behalf of the governing body.

### **The Administrative Process**

- Organisations seeking to hire the academy premises should approach the business manager or other designated member of staff, who will identify their requirements and clarify the facilities available. A booking request form should be completed at this stage.
- The governing body has the right to refuse an application and no letting should be regarded as "booked" until approval has been given in writing. No public announcement of any activity or function taking place should be made by the organisation concerned until the booking has been formally confirmed.
- Once a letting has been approved, a letter of confirmation will be sent to the hirer, setting out full details of the letting and enclosing a copy of the terms and conditions and the hire agreement.
- The letting should not take place until the signed agreement has been returned to the academy. The person applying to hire the premises will be invoiced for the cost of the letting, in accordance with the governing body's current scale of charges.
- The hirer should be a named individual and the agreement should be in their name, giving their permanent private address. This avoids any slight risk that the letting might be held to be a business tenancy, which would give the hirer security of tenure.
- All lettings fees which are received by the academy will be paid into the academy's bank account. Income and expenditure associated with lettings will be regularly monitored to ensure that at least a "break even" situation is being achieved.

## **Terms and Conditions for the Hire of Academy Premises**

Conditions for the community use of Thrunscoe Primary and Nursery Academy premises. The “hirer” shall be the person making the application for a letting, and this person will be personally responsible for payment of all fees or other sums due in respect of the letting.

Community use of academy premises must not interfere with the statutory obligations of the academy to deliver the curriculum nor should academy private lettings interfere with directed community use of academy premises. The academy reserves the right to terminate the agreement in these circumstances, or if the following terms and conditions are breached.

### **1. GENERAL**

- 1.1 Lettings will not be made to persons under the age of 18, or to any organisation or group with an unlawful or extremist background.
- 1.2 The hire agreement is personal to the hirer only, and nothing in it is intended to have the effect of giving exclusive possession of any part of the academy to them or of creating any tenancy between the academy and the hirer.
- 1.3 All fees must, when required, be paid before entry upon premises.
- 1.4 The academy shall be free from liability if the premises are not available through causes outside their control, for example examinations, elections, civic meetings.
- 1.5 Any cancellation by the hirer must be notified to the academy with at least 24 hour’s notice. Tel. No. 01472 320781. Failure to do so will result in the normal charge being made.
- 1.6 The academy reserves the right to alter amend or add to the Conditions of Use at any time, should any activity take place which contravenes the ethos or policies of the academy. Such alterations, amendments or additions will be effective on the giving of seven days notice to the hirer.
- 1.7 No permanent furniture shall be introduced onto the academy premises by the hirer without the prior approval of the governing body.
- 1.8 The hirer shall make all the necessary arrangements for the acceptance of and the removal of any property or other articles which may be required for the hirer’s own purposes.
- 1.9 Community use of premises does not include the use of equipment and materials. Use of such equipment will be negotiated separately. Where use is sought of specialist equipment or fittings a suitably qualified person must be available to supervise such use and no such equipment or fittings must be removed or adjusted without previous approval from the governors.
- 1.10 The hirer shall ensure that the premises are vacated promptly at the end of the letting. The hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult.

### **2. HEALTH & SAFETY**

- 2.1 All hirers shall familiarise themselves with notices related to health, safety and fire precautions displayed around the academy premises and relate instructions to all members.
- 2.2 All hirers shall ensure that there are at least 2 adults (18 years of age or over) supervising at all times when children are present and, where applicable, the Hirer must adhere to the correct adult/pupil ratios.

- 2.3 It is recommended that all adults working with children and young people under the age of 18 have undergone a criminal record check via the Disclosure and Barring Service (DBS). If a particular letting involves contact with the academy's pupils, all personnel involved must undergo a DBS check. Checks must be made prior to the commencement of the letting.
- 2.4 The hirer shall ensure that the number of persons using the premises does not exceed that for which the application was made and approval given.
- 2.5 The hirer shall be responsible for providing adequate supervision to maintain order and good conduct.
- 2.6 There is no legal requirement for the academy to provide first aid facilities for the hirer. It is the hirer's responsibility to make their own arrangements, such as the provision of first aid training for supervising personnel, and the provision of a first aid kit, particularly in the case of sports lettings. Use of the academy's resources is not available
- 2.7 All hirers shall notify the academy office as soon as possible of any accident and complete the appropriate accident form.
- 2.8 No portable electrical equipment, provided by the user, must be connected to the premises fixed electrical supply unless it has undergone periodic testing certification for electrical safety by a competent person, in accordance with Electricity at Work Regulations 1989.
- 2.9 **Martial Arts**  
Organisers and instructors shall be in membership of one of the following bodies which are recognised by the Sports Council Advisory Group on Martial Arts
- British Aikido Board  
British Kendo Association  
UK Tang Soo Do Federation  
British Karate Federation  
British Council of Chinese Martial Arts  
British Taekwondo Council  
British Ju Jitsu Association  
English Karate Governing body
- 2.10 **Sporting Groups**  
Sports groups or their instructors must be in membership or registered with the appropriate sporting national body and comply with that body's policy on coaching.
- 2.11 All hirers must have use of a mobile telephone in case of emergency and should have immediate access to participants' emergency contact details.
- 2.12 Hirers are responsible for familiarising themselves with emergency exits and must ensure that participants are aware of evacuation procedures.

### **3 LOSS OR DAMAGE / INSURANCE MATTERS**

- 3.1 Academy equipment can only be used if requested on the initial application form, and if its use is approved by the headteacher. Responsible adults must supervise the use of any equipment which is issued and ensure its safe return. The hirer is liable for any damage, loss or theft of academy equipment they are using, and for the equipment's safe and appropriate use.
- 3.2 Furniture and fittings shall not be removed or interfered with in any way. No fittings or decorating of any kind necessitating drilling, or the fixing of nails or screws into fixtures which are part of the academy fabric, are permitted. In the event of any damage to premises or property arising from the letting, the hirer shall pay the cost of any reparation required.
- 3.3 The academy shall not be liable for any loss or damage to the hirer or any person or persons admitted to the premises by the hirer except where same is due to the negligence of the academy or any person for whom the academy is responsible.

- 3.4 The hirer must have appropriate public liability insurance to cover all its legal liabilities for accidents resulting in injuries to persons (including all participants in the activity for which the premises are being hired), and/or loss of or damage to property, including the hired premises, arising out of the letting. The minimum limit for this insurance cover is £2 million. The hirer must produce the appropriate certificate of insurance cover before the letting can be confirmed.
- 3.5 Insurance for One-off Lettings: Individuals should be asked whether they have any contents insurance and if so, to check whether it will cover their personal liability for the purposes of the let. If covered, they must provide appropriate evidence (confirmation from the insurers that the event is covered and the policy is in force on the relevant date). The minimum acceptable limit of liability should be £2m. If the Hirer does not have their own insurance, then in exceptional circumstances, cover can be arranged by the academy for 10% of the hire charge. If the governors have agreed for a Letting to be at a reduced rate and insurance cover is required, the premium should be calculated based upon what the hire charge would have been.
- 3.6 Please note that the academy cannot allow the use of bouncy castles unless they are hired with an operator who has the appropriate liability insurance.
- 3.7 Hirers must provide a copy of their public liability insurance certificate along with an appropriate risk assessment before commencement of the letting.

#### **4 PUBLIC ENTERTAINMENT**

- 4.1 Use of the premises is subject to the conditions of appropriate licences which must be complied with by the hirer. The promoters of any entertainment for which a licence is necessary shall be responsible for ensuring that a licence is obtained.
- 4.2 The hirer shall not, during the occupancy of the premises, infringe any subsisting copyright or performing right, and shall indemnify the academy against all sums of money which the academy may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.
- 4.3 No dramatic or musical or other work in which copyright subsists shall be performed on the premises unless the consent of the owner of the copyright has been previously obtained. The hirer shall indemnify the academy against all claims made against it for breach of copyright.
- 4.4 When rooms are hired to public entertainment or meeting, the hirer shall ensure sufficient stewards to maintain order are available at exits and entrances. The maintenance of order shall be the sole responsibility of the hirer.

#### **5 OTHER CONDITIONS**

- 5.1 Smoking, including vaping, is not permitted anywhere on the academy premises, including grounds.
- 5.2 The consumption of alcoholic drinks or other intoxicants is not permitted on the academy premises, including grounds.
- 5.3 Dogs are not permitted on the premises.
- 5.4 The hirer shall ensure that academy premises and facilities used are left in a clean and tidy condition. Failure to do so will result in an additional charge being made.
- 5.5 Where car-parking space is available at premises it is at the owner's risk. The hirer must ensure that entrance roads are kept free of traffic to allow vehicles to pass in an emergency.
- 5.6 Any promotional material to be distributed to participants or through the academy must be sanctioned by the headteacher a week prior to distribution by the hirer (leaflets, newsletters etc.)

5.7 The governing body reserves the right of access to the premises during any letting. The headteacher or members of the governing body from the Health and Safety Committee may monitor activities from time to time.

## Scale of Charges for Community Use

The following charges relate to the directed community use of Thrunscoe Primary Academy premises education premises at weekends and school holidays, at times to be arranged between the hirer and the academy, and on school days between 5.00pm and 9.00pm.

<b>FACILITY</b>		<b>CHARGES £</b>
<b>Classroom</b>	<b>Per hour</b>	<b>30.00</b>
<b>Hall</b>	<b>Per hour</b>	<b>30.00</b>
<b>Field only</b>	<b>Per hour</b>	<b>20.00*</b>
<b>Football Pitch (Adults)</b>	<b>Per match</b>	<b>32.50</b>
<b>Football Pitch (Juniors)</b>	<b>Per match</b>	<b>20.00*</b>
<b>Playground</b>	<b>Per hour</b>	<b>20.00*</b>
<b>Studio</b>	<b>Per hour</b>	<b>30.00</b>

\*additional £20.00 charge will apply if access to junior changing room is required.

Charges apply from 1<sup>st</sup> September 2024.

Scale of charges will be reviewed annually in the spring term for September, to enable notice to be given to hirers.

### Specific arrangements:

1. Arrangements are in place for use of the hall by A & M Freedom Dance on Thursdays after school at the reduced price of £40 for 2½ hours, provided H Wood (staff member) is on site and will lock up afterwards at no cost.
2. Arrangements are in place for use of the football pitches by Cleethorpes Community Sports and Education, free of charge, in a reciprocal agreement whereby the academy utilise the all-weather pitch owned by them, also free of charge.

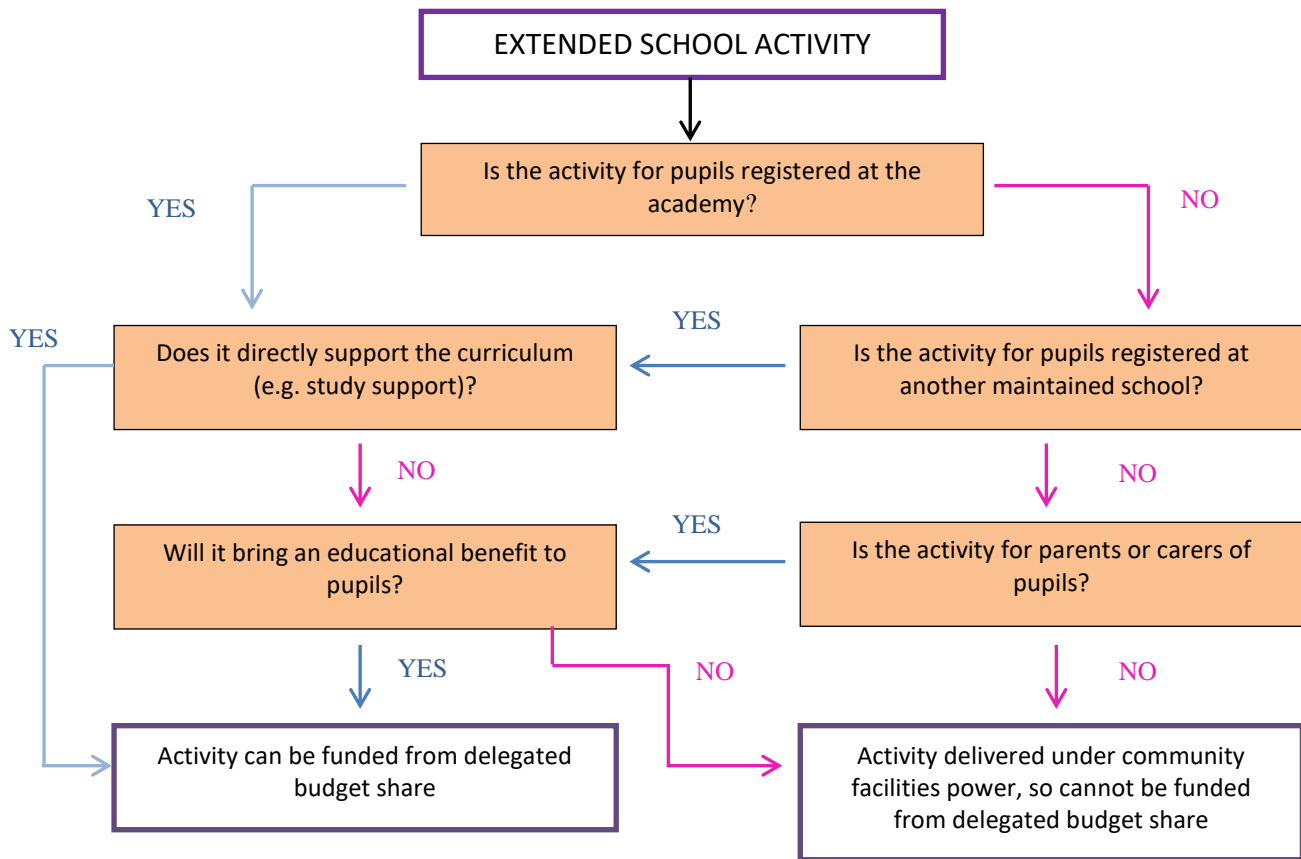
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Policy reviewed: February 2023

Policy approved by the Resources Committee of the Governing Body: 2nd March 2023

Next review date: February 2024

## Extended academy activity – flow diagram





# Appendix A: Request Form

## Thrunscoc Primary Academy

### Request for hire of Premises

Name of Hirer:		
Nature of Event:		
Contact telephone number:		
Address for communication:		
Date(s) required:		
Times required:		
Facilities required: <i>(please tick)</i>		
Studio	Classroom	Hall
Football Pitch	Field	Playground
For academy use:		
Availability checked:		
Governor approval:		

## Appendix B: Booking Form

### Thrunscoe Primary Academy Booking Form for Hire of Premises

Name of Hirer:		
Address of Hirer:		
Position: (e.g. secretary, in case of Group)		
On behalf of (Name of Group):		
Contact person:		
Contact number(s):		
Date(s) of booking:		
Start and end times: <i>Allow time for preparation and clearing up if you need it.</i>		
Number of people expected:	Adults:	Children:
Will a music/ performance license be needed?	Yes	No
Accommodation required: <i>(please tick)</i>		
Studio	Classroom	Hall
Football Pitch	Field	Playground
Equipment required:		
Other arrangements:		
I have read and accept the letting policy and the terms and conditions of use and confirm that I am aged over 18 years.		
Signed (Hirer):	Date:	

No letting should be regarded as "booked" until payment received in full, all requested paperwork has been submitted and a signed contract agreement issued by the academy. The academy has the right to refuse any application or cancel bookings.

# Appendix C: Lettings Agreement

[INSERT LETTERHEAD]

## Lettings Agreement

[Insert hirers name and address]

Dear [insert name]

The governing body has approved your application for the use of the premises of the above named academy on the [insert date] between the hours [insert start time] to [insert end time]. This use is for [insert nature/ name of event] and

The facilities which you have permission to use are:

- [List all accommodation including access to toilets, kitchen, first aid, reception as appropriate]
- [List all equipment]

All other facilities and equipment are not to be used without prior permission.

These specific conditions apply: [insert any specific conditions]

Your use of the premises will be subject to the terms and conditions of use.

Yours faithfully,

Mr S. P. Bate  
Headteacher on behalf of the governing body

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I \_\_\_\_\_ (print name) agree to act as the named person and abide by the conditions above.

Signed \_\_\_\_\_ (Named responsible person)

Date \_\_\_\_\_

Signed \_\_\_\_\_ (On behalf of the academy)

Date \_\_\_\_\_

## Appendix D: Checklist for Academy Staff

### Thrunscoc Primary Academy

#### Lettings Checklist for academy staff

Procedure	Date	Initials
Initial Request Form received by academy		
Send enquiry pack with covering letter, schedule of charges, risk assessment form, terms and conditions of use and booking form.		
Access suitability of activity		
Check availability of premises / equipment		
The academy completes draft risk assessment for activity and ensure all risks can be covered		
Check availability of caretaker/ security staff and agree booking with them		
Calculate cost of hire		
Take up references (where appropriate)		
See a copy of the Child Protection Statement, CRB/DBS checks and for all organisations providing services to children.		
Receive a copy of insurance certification for all organisations		
Book letting into diary with hirers name and contact number		
Send confirmation of booking and Invoice		
Deposit/ payment received		
See completed risk assessment for activity from hirer and ensure all risks are covered		
Issue Lettings Contract and receipt for payment		
Induct lessee into fire procedures etc.		
Re-check booking in diary, arrangements with caretaking staff, and others where appropriate		
Check that payment appears on the academy's bank account and record on the academy's finance system.		
Notes:		

## Appendix E: Checklist for Hirer

### Thrunscoc Primary Academy

#### Lettings Checklist for Hirer

Things to do	Tick when done
Read through schedule of charges and the conditions of use, and booking form	
Complete booking form	
Send in booking form to the academy to request a booking	
Academy notifies you that the booking is available or not available and sends you an invoice	
Complete risk assessment of activity (including CRB/DBS forms and ISA Registration if working with children) licences etc.	
Send in: <ul style="list-style-type: none"><li>• risk assessment,</li><li>• copy of Public liability insurance,</li><li>• CRB/DBS forms,</li><li>• Copy of licences required</li></ul>	
Receive signed Lettings Contract from the academy	
Attend induction into fire procedures	
Inform attendees of fire procedures and terms and conditions of use	