

## **Community Use Management Strategy**

Draft Agreement in relation to arrangements for community use of sports facilities at Prospect House School.

Priority for use of the facilities above will be made as follows:

1. School use for students and Trust events
2. Community Use

## **Definitions and Interpretation**

In this Agreement the following words or phrases have the corresponding meanings ascribed to them unless the context otherwise requires:

Community Use means use of the Sports Facilities by the local community including organised sports clubs, organisations and for casual use.

Casual Use means availability for any individual(s) or groups to book the Facilities up to 14 days in advance for where space is available.

School Core Times means 09.00 to 15.30 Mondays to Fridays during term time

School Premises means the land and buildings comprising Prospect House School.

## **Aims**

The Parties agree to pursue the following aims:

- Providing opportunities for the local community and sports organisations to participate in sport and physical activity for health improvement and development of their skills, particularly amongst low participant groups;
- Operating in line with the national agenda for sport considering nationally adopted strategies;
- Generating positive attitudes in sport and physical activity by young people and reducing the dropout rate in sports participation with age;
- Increasing the number of people of all ages and abilities participating in sport and physical activity including people with disabilities;
- Using the facilities to encourage the range, quality and number of school sports club links and to stimulate competition that is inclusive of young people and adults;
- To provide affordable access to the facilities and to be self-financing in terms of community use;

## **Arrangements for Community Use**

Hours of Access

TERM-TIME

Community Use                      Mon - Fri: 16.00 – 18.00

SCHOOL HOLIDAYS

Community Use                      N/A

## **Booking arrangements**

An easy and accessible advance booking arrangement for Casual Use and block bookings shall be established for hire of the Sports Facilities using a standard booking form.

### **Parking Arrangements**

Car parking spaces shall be available to park for community users.

### **Consultation and Community Involvement**

The School will consult with and involve the local community and interested groups in developing the School's Community Use Plan.

### **Charging**

Governors will agree a charging policy to cover hire costs, primarily relating to cleaning and to security, which will be reviewed periodically.

### **Variations**

No member of staff can vary the terms and conditions on which the School premises are hired to either individuals or organisations nor to deviate from the governor's published charging policy without the agreement of the CEO /School Business Manager.

### **Lettings Documentation**

All formal hiring of the School premises, including those for which no charge is made shall be properly documented. All hirers must complete a Lettings of Hire Agreement (Booking form) and are to receive a copy of the Terms & Conditions of Hire. The Hire Agreement is a contract that the governors may enforce in law.

### **Discounts**

These form part of the scale of charges and are the only permitted variations to the standard charges.

### **Minimum charges and deposits**

The governors reserve the right to require a deposit over and above the hiring charge as a surety against damage to the premises (including any equipment) or the premises being left in an unacceptable condition, necessitating their incurring additional cost for cleaning, caretaking or other expenses.

### **Cancellations**

Governors will seek to recover any cost incurred by the School which are unavoidable and result directly from the cancellation of a letting.

### **Payment methods**

The governors are mindful of their responsibilities in safeguarding the school from bad debt. Therefore, payment at the time of booking is the norm. In all cases where cash or cheques are paid over then an official receipt must be issued.

### **Security**

The governors insist upon continuous caretaking presence to ensure that the hiring does not leave the school vulnerable to theft or damage.

### **Conditions of Hire**

The use of premises must be restricted to the use and accommodation specified in the hire permit. The hirer should take all precautions to prevent any damage. Some footwear can cause damage to floors and persons wearing such

footwear will not be permitted to enter the premises. The hirer is required to pay for any breakages, losses or damage to property arising out of the letting.

Use of school equipment will not generally be included in hire agreements.

Nominated Representatives of the School governors must be given free access to the hired premises for the purpose of inspection. The School governors also reserve the right to cancel any letting in which case a proportion of the charges will become refundable.

The School may require the Hirer to present evidence of Third Party (Public Liability) insurance within a minimum indemnity limit of five million pounds for any one occurrence to cover its legal liabilities for accidents resulting in injuries to persons, including participants in the hiring activity, and/or loss of or damage to property including the hired premises, arising out of the hiring of educational premises.

The School will not be responsible for any injury to persons or damage to property arising out of the hiring of the premises unless such injury or damage results from the negligence or breach of statutory duty on the part of the School

The sub-letting or sharing of the premises is prohibited.

Hirers with responsibility for children will be required to present evidence that all their activities are compliant with the relevant regulation, including enhanced DBS checks of responsible staff.

### **Public Safety**

The Hirer shall be responsible for the prevention of overcrowding such as would endanger public safety and for keeping clear all gangways, passages and fire exits.

The Hirer shall be responsible for providing adequate supervision to maintain order and good conduct.

Hirers should ascertain whether a licence is required for any other use to which premises are to be put, and, if so, to obtain and ensure full compliance with the necessary licence. The premises are not already licensed.

Intoxicating liquor is not permitted to be sold to the public or supplied on educational premises without the express consent of the School governors, which the governors will not be obliged to give or give reasons for refusal. Details of the license for the sale to the public of intoxicating liquor will need to be available for inspection.

The premises are not licenced under the Cinematography Acts and no inflammable films or materials of any inflammable nature should be used.

When commercial sound recordings (gramophone records, tape recordings or CDs) are publicly used, an application for a licence to use such recordings must be submitted to:

Phonographic Performance Limited, Evelyn House, 62 Oxford Street, London W1N 0AN.

Application forms may be obtained from them on request.

Under the conditions of the Performing Rights Society, hirers of educational establishments are required to furnish details direct to the Society of 'all musical works, whether published or in the manuscript, performed at the premises locally, instrumentally or mechanically, at entertainments for which a charge is made'. A form can be provided that should be completed and forwarded direct to the Performing Rights Society Limited immediately after the letting has taken place.

### **First Aid**

The governors take no responsibility for First Aid provision. Hirers are required to provide details of their own First Aid cover at events.

### **Non-Smoking**

The School is a non-smoking environment.

Hirers using the School premises must adhere to these regulations and are not allowed to smoke within the School building or its surrounding grounds.

PLEASE NOTE: Individuals or organisations that breach these regulations will be subject to a fixed penalty fine of £50 or up to £200 on summary conviction.

#### **Cleaning Costs**

Any additional cleaning cost must be met by the hirer.

#### **Sports Equipment**

The School does not provide sports equipment.

#### **School MUGA Pitches:**

The hirer must ensure that the use of the MUGA pitches will not prejudice its use for normal purposes. Full supervision by a responsible adult must be undertaken whilst being used.

#### **Litter**

The hirer is responsible for leaving the school facilities litter free and fit for the main purpose of teaching and learning. Failure to adhere to this will result in any future lettings being cancelled. All cleaning costs must be met by the hirer.

#### **Storage**

The School does not provide any storage facilities.

#### **Behaviour**

Hirers of all facilities are responsible for the behaviour of those present and full supervision by a responsible adult is imperative. No adults/juniors should be allowed access to any other areas of the School building/premises other than those specified in the Hire

This plan will be reviewed by the Governing Body periodically.