

Community-Use Policy

February 2017



ARCHBISHOP
SENTAMU
ACADEMY

Church of England

"I have come that they may have life, and may have it in all its fullness" John 10:10.

Approved by Archbishop Sentamu Academy, Local Governing Committee on: *pending approval*

Next Date of Review: September 2017

Archbishop Sentamu Academy

Christian Aims and Values

Values

Inspired by God: Father, Son and Holy Spirit we **Aspire** to be a community founded upon mutual trust where everyone is loved for who they are. We seek to **Serve** others by putting their needs before our own and believe that working together, with God's help, we can **Achieve** more than we could alone.

As a Church of England Academy, our core values are trust, love and community:

- **Trust** is essential to human life and lies at the heart of all successful relationships. With wisdom and understanding, we can learn to trust. We aim to do this by being reliable and not letting others down. In this way we, can help each other feel safe;
- Jesus has shown us love. We try to reflect that **love** to those around us by being sensitive to the needs of all members of our Academy community;
- We aim to be an inclusive **community**. Each person is needed, valued and important. When things go wrong we will forgive each other and make a fresh start. We will share what we have with those in need and try to treat others as we would like them to treat us.

Aims

As a Church of England Academy we aim to:

- Treat students, staff and visitors with respect;
- Incorporate and promote the values behind the academy motto; Aspire, Serve, Achieve in all we do;
- Instill a sense of self-worth and value in every student;
- Encourage student participation in the planning and the running of our Academy wherever possible;
- Encourage religious literacy as a way of interpreting the world around us;
- Encourage, challenge and support every person to achieve his or her potential.

1. Introduction

Archbishop Sentamu Academy is an iconic building that we hope will inspire the young people that are educated within and the surrounding community to engage and promote in positive activities. Our vision is that the Academy becomes a thriving place both in and out of traditional academy opening times and therefore benefits the local community it serves.

Community use is important to our Academy to enhance the benefits it has to offer including;

- Educational Benefits-offering a varied menu of activities on the academy site both in and after the academy day, whilst working with community groups which has shown to increase student educational attainment;
- Community Benefits- Community benefits by being able to access more and better facilities for sports and arts;
- Increasing rates in participation- contributes to public health outcomes eg. childhood obesity levels;
- Positive activities for young people- giving young people something worthwhile to do after and outside of the academy;
- Working together with the community- can open up a range of other funding sources to develop and enhance the facility and use of the facilities.

2. Conditions for Lettings

- 2.1** The Academy's facilities shall be used only for the purpose(s) specified on the booking form and use must not adversely affect either the Academy or other community users.
- 2.2** The Academy facilities and sports pitches will be available for bookable community use between the hours of 17:30 and 21:30 on weekdays during term time, when not being used by the Academy. Bookings will also be considered for use of the facilities during weekends and out of term times on request between the hours of 8.00 and 21:30.
- 2.3** In the event of any user seriously or persistently abusing this policy the Local Governing Committee shall be entitled to suspend use immediately.
- 2.4** All applications for letting should normally be made at least one calendar month before the date required, so that any points of doubt may be clarified. All fees must be paid on receipt of an invoice from the Academy. Users will be invoiced monthly in arrears. Payment terms are 30 days.
- 2.5** The Local Governing Committee shall be free from liability if the facilities are not available through causes outside the Academy's control, e.g. examinations, elections or directed use.
- 2.6** Any cancellations by the user for a single or series of bookings must notify the Academy with at least **one week's notice**. Failure to notify the Academy in time will result in a charge being made.
- 2.7** The Local Governing Committee reserves the right at any time to increase the charges after providing one calendar months' notice to the user group.
- 2.8** The Local Governing Committee reserves the right to alter, amend or add to the conditions of use at any time and such alterations will be effective after giving seven day's notice to the user group.

3. Loss or Damage / Indemnity / Insurance matters

3.1 The Local Governing Committee shall not be liable for any loss or damage to the user or any person(s) admitted to the premises by the user. Except where proven instances occur due to the negligence of the Academy or Local Governing Committee or any person for whom the Academy and the Local Governing Committee are responsible.

3.2 The Local Governing Committee requires the user to make good any loss or damage caused to facilities or property on the premises during the hire period and to remove any litter for which the user is responsible.

3.3 In completing and submitting a booking form, the user agrees:

To indemnify the Local Authority, the Academy and the Local Governing Committee in respect of liability for:

- Personal injury (whether fatal or otherwise) and;
- Any other loss or 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 Local Authority, the Academy or the Local Governing Committee.
- From the use of the facilities by the user and to produce on request to the Academy the insurance policy and the current premium renewal receipt. Non-regular users may be asked to provide a bond or payment.

3.4 For the period of hire, the user is to maintain an adequate public liability insurance policy with an insurance company of repute against the user's legal liability. Whilst including the indemnity as stated and included in the enclosed section 3.

4. Specific Conditions

4.1 Community use must not interfere with the statutory obligations of the Academy to deliver the curriculum or with community use directed by the Local Authority

4.2 Users must not smoke on Academy premises, inside or outside the building. For further guidance please refer to the Smoking Policy.

4.3 The use of the Academy kitchens is not permitted.

4.4 The use of any footwear, equipment, chemicals or other materials which may cause damage to Academy floor surfaces is not permitted.

4.5 All users shall familiarise themselves with notices related to health, safety and fire precautions displayed around the Academy premises, for further guidance and report please refer to the Health & Safety Policy and Fire Evacuation Plan- Out of Hours.

4.6 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 trained competent person, in accordance with the Electricity at Work Act 1989. The Local Governing Committee reserves the right to inspect and verify these documents at any time.

<http://www.hse.gov.uk/pUbns/priced/hsr25.pdf>

- 4.7** The user shall ensure that the Academy premises are left in a clean and tidy condition. Failure to do so will result in an additional charge being made.
- 4.8** No person under the age of 18 may make a booking for use of Academy premises.
- 4.9** No bookings will be accepted from groups known to have aims and objectives that conflict with the Local Governing Committee's commitment to equal opportunities; this includes aims and objectives that discriminate on the grounds of but not limited to; disability, gender, sexuality, race or religion.
- 4.10** Car parking, where available, is at owner's risk. The user must ensure that entrance roads are kept free and access for emergency vehicles is not obstructed.
- 4.11** No permanent furniture shall be introduced onto the premises without the prior permission of the Academy or Local Governing Committee.
- 4.12** The user will make arrangements for:
- The acceptance onto the premises and the removal of any property required for the user's own purposes;
 - The removal unless otherwise agreed on the expiry of the hire period of such property, or the hiring fee will be continued on a daily basis and no responsibility will be taken by the Academy, Local Governing Committee or Local Education Authority for its security or removal.
- 4.13** Hire of Academy premises does not include use of equipment or materials, unless stated in the booking confirmation. A charge will be made for such items if their use is requested. 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 Academy or Local Governing Committee.
- 4.14** Sole hirers of Academy facilities must be the sole instructor for all activities undertaken and always be present during booked time.
- 4.15** The start and finish times of bookings must be strictly adhered to.

5 Child Protection

- 5.1** Where activities involve children and young people, users are responsible for ensuring that their staff / volunteers have and continue to hold a satisfactory Disclosure from the Criminal Records Bureau.
- 5.2** The Academy requires written confirmation that satisfactory Disclosures have been obtained, which is a statutory requirement of the academy.
- 5.3** The Academy requires the group / clubs to hold a Safeguarding Policy for all activities involving children, young people and vulnerable adults. You must also have or be working towards approval of your Safeguarding Policy by the Hull Safeguarding Board (the Hull Safeguarding Board can assist and work with any groups to do this, please contact hscb@hullcc.gov.uk)

6 Risk Assessment

- 6.3** Risk assessments, which take the Academy's risk assessments and policies into account where relevant, must be lodged with the academy for information prior to the commencement of any activities. The academy may comment on the risk assessment (although it is under no obligation to do so) and any concerns raised by the Academy must be addressed before the activity takes place. The hirer/user group is responsible for carrying out any necessary actions identified or required as a result of the risk assessment.

7 Public Entertainment

- 7.3** Premises which are licensed for public entertainment are subject to the conditions of appropriate licences, which must be complied with by the user.
- 7.4** Where premises are not licensed, the promoters of any entertainment which requires a licence is responsible for ensuring it is obtained.
- 7.5** When facilities are hired for public entertainment or meetings, the user shall ensure that sufficient stewards are available at exits and entrances to maintain order. Maintaining order is the sole responsibility of the user.
- 7.6** 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 user shall indemnify the Academy and Local Governing Committee against all claims made against them for breach of copyright.
- 7.7** The consumption of alcohol will only be allowed in the course of functions organised by responsible bodies, with the prior approval of the Local Governing Committee and subject to normal licensing arrangements. It is the responsibility of the user to make enquiries of the Clerk to the Licensing Justice's to ascertain licensing arrangements and to ensure that all the relevant licensing requirements are met and observed.

8 Martial Arts

Organisers and instructors shall be members of a body recognised by Sport England on Martial Arts or by the Martial Arts Development Commission (MADEC), although this is under review. Applications and re-applications for use of premises must include the name of the organisation listed above in which they are in membership.

9 Sports Groups

Sports groups or their instructors must be members of or registered with the appropriate sporting National Local Governing Body and comply with that body's policy on coaching. When groups are working with young people, the group must have or be working towards the appropriate NGB accreditation (eg. Club Mark / Charter Standard).

10 Academy Management Responsibilities

The Executive Principal of the Academy will be responsible for community use and lettings of the Academy facilities, in line with this community use agreement. The Executive Principal may choose to delegate responsibility for the detailed day to day management of this policy to a designated

member of staff, whilst still retaining overall responsibility. If there is a specific concern about any particular letting or activity, the Executive Principal will consult with the Director of Finance and Resource Committee (or appropriate alternative) who is empowered to make decisions on behalf of the Local Governing Committee.

11 Related Policies, Guidelines and legislation

- Smoking Policy;
- Health & Safety Policy;
- DBS Policy;
- Safeguarding Policy;
- Risk Management Policy;
- Fire Evacuation Guide including;
- Out of Academy hours Fire Evacuation Plan.

12 Statement of Review

The Local Governing Committee reserve the right to change the terms and conditions associated with this Community Use scheme (including the prices levied) to suit prevailing market conditions.

A formal review of the scheme, including the pricing policy contained in Appendix 3, will be undertaken by the facilities and resources committee annually during the summer term. Any changes will be notified as early as possible and will take effect from the **1st September** of the next academic year.

**Appendix 1
Booking Form**

Booking Details

Please complete full details of lead person making the booking.

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

1. Booking Information.

Please complete fully.

Name of User (Organisation, Team, Individual.)	
Name and contact details of person with lead responsibility throughout all bookings.	
Purpose Or activity for which booking is required.	
Facilities Required. Please consult schedule of charges for details of facilities available and charges applied; please specify all facilities required. Please see Appendix 1	

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 Academy’s ‘Conditions for Lettings’ detailed in Section Two.

I confirm that:-

- I have an adequate Public Liability Insurance Policy. (Please see Insurance Statement and Questionnaire)
- I have completed a full risk assessment for the activity.
- I agree to pay the appropriate fee on receipt of an invoice (if applicable)
- All staff / volunteers working with children/ young people or vulnerable adults have and continue to hold a satisfactory Disclosure from the Criminal Records Bureau.
- I have a comprehensive Safeguarding Policy where booking is for children, young people activity and or vulnerable adults.
- If a sport Children / young people booking: we have obtained / working towards the sports Local Governing Committee relevant accreditation scheme.

Name of Organisation, Team or Individual

Authorised Signature

Printed Name

Date

Appendix 2
Insurance Statement and Questionnaire

Statement

The importance of Public Liability Insurance to any organisation or person hiring Academy 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 Academy 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 Academy premises.
- The organisation, team or individual hiring Academy 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 Academy'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 Academy facilities.

Name of the organisation, team or individual insured. (Must be the same as Name of user on Page 8)	
Insurer and branch	
Policy Number	
Renewal Date	
Limit of Indemnity	
Does the policy include Club Member to	Yes/No

Club Member Insurance (If appropriate)?	
Does the policy include Damage to Premises?	Yes/No

The Academy 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 Academy immediately if cover is changed, lapsed or cancelled.

Name of Organisation, Team or Individual

Authorised Signature

Printed Name

Date

After fully completing both parts the Community-Use of Academy's Booking Form and Insurance Statement and Questionnaire, please send to -

James Crook
Archbishop Sentamu Academy
1 Bilton Grove
Preston Road
Hull
HU9 5YB

Alternatively please email info@sentamuacademy.org

If your application is accepted a letter of confirmation will be sent to you.

The booking has not been confirmed until you receive this confirmation in writing.

Please note: it is essential that any sole hirer must be the sole instructor for all activities undertaken and always present during the booked times.

**Appendix 3
Costing's**

	Standard Rate (per hour)		Youth Rate* (per hour)	
	Mon/Friday	Sat/Sunday	Mon/Friday	Sat/Sunday
Basic Classroom	£15.00	£20.00	£10.00	£15.00
IT Suite	£30.00	£40.00	£15.00	£20.00
Agora or Winter Garden (two large open spaces with optional seating)	Price available on Request			
Sport Facilities				
Sports Hall	£25.00	£32.00	£23.50	£30.00
Activity/Dance Studio	£20.00	£23.50	£17.00	£20.00
Grass Pitches				
Per Hour	£20.00	£22.00	£18.00	£20.00
Match	£27.50	£30.00	£23.50	£27.50
All Weather Pitch	Standard Rate (per hour)		Youth Rate* (per hour)	
	1/3 Pitch	£20.00	1/3 Pitch	£17.00
	2/3 Pitch	£35.00	2/3 Pitch	£27.00
	Full Pitch	£42.50	Full Pitch	£37.00
MUGA (per court) All Year		£15.00		£13.00
Flood Lights (Apr-Oct)		£4.00		£4.00
Additional Services	Standard Rate (per hour)		Youth Rate* (per hour)	
Setting out chairs/tables (minimum one hour)	£12.50	£15.00	£6.00	£7.50
Hospitality	Price available on request			
Theatre	Price available on request			
A cleaning charge will apply if any area is left in an unsuitable condition:				
*Youth rates apply to any team/organisation if participants are all aged 17 or under.				

Appendix 4

Frequently asked Questions

- Question 1 How do I book Academy facilities?
- Answer Complete the booking form and Insurance statement and Questionnaire on pages 8 - 12 of this document and send completed booking form and copies of supporting documents to the address detailed on page 13. Once your booking has been accepted a confirmation letter/email will be issued within five working days.
- Question 2 How much will I have to pay?
- Answer Details of costs can be found at Appendix 3. These costs are per hour from the first hour onwards. Bookings for more the one hour but less than full hours thereafter should be discussed with James Crook who will give an accurate rate for use of part hours after the first hour. When planning use, please remember to add into your booking time, time for setting up and clearing up after use.
- Question 3 How do I pay for the sessions I use?
- Answer The Academy will invoice you on a regular period. Invoices should be paid promptly in full (Payment terms are 30 Days). Please discuss with Academy if arrangements other than an invoicing system are preferred.
- Question 4 Why do I have to pay?
- Answer Any use of the Academy building outside of Academy core times carry a cost. Academy core times are from 8.00am to 5.30 pm Monday to Friday in term time only. Any use of Academy facilities outside of these times carries a cost to the Academy. Legally the Academy cannot use a budget that is for the education of students at that Academy for any other activity. Therefore, activity in the Academy outside of core Academy hours must be paid for separately and not out of the Academy budget. This cost therefore, must be passed onto any group or organisation wishing to use Academy facilities outside of core Academy times.
- Question 5 How do I know that my booking is accepted?
- Answer receiving The Academy will contact you confirming your booking within five working days of your booking form.
- Question 6 What do I need to do if I no longer need a booking?
- Answer You must inform the Academy immediately if your booking or any elements of your booking is no longer required. You must give at least five days' notice. Once your booking has been accepted you will be charged for the full booking and invoiced on a regular basis. If you fail to give at least five days' notice to cancel all or elements of your booking you will still be charged.
- Question 7 What should I do when I arrive at the Academy?
- Answer When you arrive at the Academy, inform the caretaker that you have arrived and complete the attendance sheet. This is the official record of your attendance and use of the site. You should then ensure that risk assessments are fully completed and complete a check of the facilities under your risk assessment processes. Bring

any concerns to the attention of the caretaker promptly. Deliver your activity as normal and before you leave the site, ensure that you have left it in the condition that you found it in. Tidy up and clear away any debris. Please inform the caretaker when you are leaving the site.

Question 8 Who is my Academy contact in relation to my Academy booking?

Answer Your Academy contact in relation to all Community use Bookings is James Crook 01482 780077 alternatively info@sentamuacademy.org