


Thorp Academy

Community Use Scheme

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Chair of Governing Board signature:	

Community Use Scheme

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1. Our Vision

- 1.1 Everyone, students, parents and staff within the Academy will exceed their potential and embrace the adventure of learning.
- 1.2 All will be caring, confident and respected, aspiring to be the best they can be and empowered to actively contribute to the community.
- 1.3 We are committed to encouraging our academies to promote projects in the creative arts, outdoor education, Physical Education and sport. We believe in the fundamental value of unlocking the creativity of young people and of enabling them to experience and access a diverse range of creative and cultural activities because this brings intrinsic pleasure and benefits, raises their aspirations and unlocks their imaginations.

2. Introduction

- 2.1 The Academy Council wishes to support the local and wider community by continuing to open their facilities both during and after school sessions taking into account Safeguarding Arrangements. The Academy Council regards the Academy buildings and grounds as a community asset and will make every effort to enable them to be used as much as possible. However the overriding aim of the Academy Council is to support the Academy in providing the best possible education for its students and any lettings of the premises to outside organisations will be considered with this in mind.
- 2.2 The Academy's delegated budget which is provided for the education of its students will not be used to subsidise any lettings by community or commercial organisations. A charge will be levied to meet the additional cost to the Academy of any use of the premises by an outside organisation 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.
- 2.3 Academy policies for example on Health and Safety, Organisation, Staffing policies, all take into account community use of the site and it is not the intention of this document to cover such issues. Please refer to the main policy documents for these issues.
- 2.4 This Community Use Scheme covers specific details on the management responsibilities and mechanisms for review of community arrangements on site as approved by the Academy Council. The Community Zone is the brand name of the main focus of our lettings using Academy facilities such as the Sports Hall and other spaces within the Academy building with normal access from the Community Zone/Sports Hall entrance.

3. Management Responsibilities

- 3.1 All use on the Academy site including the Community Zone is managed by the Academy Council and delegated to the Principal on a day to day basis. The Principal will report to the Academy Council on community activity in the Principal's Report to the Academy Council three times each year. The Principal has the final decision on use of the Academy site and facilities subject to approval by the Academy Council and this is in no way different to the management of the Academy as a whole.

4. Staffing Structures

- 4.1 A specialist / qualified member of staff will be on duty at all times the Community Zone is open for Health and Safety reasons.
- 4.2 Other staff may be appointed as use of the facilities permit and this could include arrangements with other NET academies to share staff and reduce costs. Other staff working in the Academy such as clerical and finance staff may at times be required to work in the Community Zone as part of their normal duties. Site Service staff, catering and cleaning staff are expected to work throughout the Academy which includes the Community Zone.

5. Use of Premises for Academy Purposes

- 5.1 Use of the premises for activities such as staff meetings, parents' meetings, Academy Council meetings, extra-curricular activities for Academy students or pupils from partner Primary Schools supervised by Academy staff, fall within the corporate life of the Academy and therefore costs arising from these activities are a legitimate charge against the Academy's delegated budget providing no admission charges are made.

6. Access by Non-School Users & Non-Members

- 6.1 Community users and visitors will usually enter the Academy building via the Community Zone. They will be expected to sign in and out on each visit. Where access is limited to the community facility no DBS check is required by the Academy unless the organisation is working with children and young people but may be required by the organisation hiring the facilities. On those rare occasions where community users are entering the Academy building during the school day the usual identity and safeguarding checks are required and access is via the main reception. No community access will be available via the main Academy entrance or other entrances even for after school hours where there is dual use of some facilities. Public liability insurance will cover community users and where sporting activities and other appropriate recreation activities are taking place the Principal or the duty manager will, on behalf of the Academy Council, check the personal insurance arrangements of the organisation.
- 6.2 In the event of an emergency users will evacuate by the nearest safest route to the muster point which is the school tennis courts at the rear of the school.
- 6.3 The facilities provide able bodied and disabled person toilets & changing facilities for use by community users when hiring the facilities.

7. Hours of Use

- 7.1 The hours of use are expected to be: weekdays from 7.00am until 5pm where the academy is able to provide exclusive community use facilities. All facilities are available from 7am until 8am and 5.00pm until 10pm for community use on academy days and from 7am until 10pm all other days except Bank Holidays. Community Zone bookings are usually for a 55 minute period on the half hour so that the site can be cleared by 10pm.

8. Pricing Policy

- 8.1 The cost of hire and use of facilities is authorised by the Academy Council. These are usually confirmed in July each year for implementation from September each year. Concessions are available for the Community Zone for block bookings paid in advance which reduce administration costs. Fees must not be subsidised by the Academy funds unless specific grants have been awarded to the Academy to run the activity or the activity

is part of an extended educational programme for school aged students. The cost of running the entire community facility including staffing and a small surplus to cover additional maintenance will be covered by fees and charges generated by the centre.

- 8.2 All payments must be made in advance of the booking otherwise the booking will be cancelled. Where the booking fee is a block booking for VAT purposes it can be paid in stages however all fees covering an event must still be paid in advance.

9. Value Added Tax

- 9.1 In general the letting of rooms for non-sporting activities is exempt of VAT whereas sports lettings are subject to VAT (although there are exemptions under certain circumstances).
- 9.2 All casual bookings for sport are liable to VAT unless made by an individual. However where the individual is booking on behalf of a group there are insurance and safeguarding implications.
- 9.3 All bookings made by commercial organisations and local authorities are liable to VAT even if the commercial organisation itself is not registered for VAT.
- 9.4 Bookings made by members of staff are not liable to VAT but if the users include non-staff members a booking charge must be levied to comply with our own insurance conditions.
- 9.5 Sports rooms booked for non-sporting activities are exempt from VAT.
- 9.6 Sports bookings made other than by commercial organisations and local authorities can be exempt from VAT if made for ten or more consecutive sessions. These sessions must be for the same activity in the same venue and cannot have a break of more than 14 days between bookings. Charges must cover the whole block (but could be made in stages) and no refund is permissible if the organisation cancels one of a series of bookings otherwise VAT could apply. If the academy cancels the booking due to unforeseen circumstances a refund is permissible with no VAT implications.

10. Scope of Facilities for Community Users

- 10.1 Most rooms are available for community users subject to agreement with the Principal. The most likely facilities required for Community Use where these are provided are:
- 10.2

- Main Hall including theatre facilities
- Sports Hall (Blue)
- Sports Hall (New)
- Classrooms including ICT / Cookery facilities
- Football and Rugby pitches and changing rooms

11. Financial Monitoring

- 11.1 The staff member appointed by the Principal to have oversight of the Community Zone will produce a termly report on activity and finance supported by the Academy's finance team. This will be presented to the Academy Leadership Team and the Academy Council to ensure that the Academy Budget Share is not subsidising community activities. The overall responsibility for ensuring correct and timely financial reports rests with the Principal. All expenditure and income will be included in the standard Academy Budget monitoring reports and no separate banking or accounts will be maintained however it is essential that careful monitoring and apportionment of total Academy costs for site management,

cleaning, reception, etc are agreed so that transparent accounting takes place to ensure that the community activities will be self-funded.

12. Administration Process for Lettings

- 12.1 Organisations seeking to hire the Academy premises should contact the person appointed by the Principal to clarify their requirements. An Initial Request Form (see Appendix A) should be completed at this stage. The Principal acting on behalf of the Academy Council 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 in writing.
- 12.2 The Academy staff will send with the written confirmation a copy of the terms and condition for the hire and the hire agreement. The letting shall not take place until the hire 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 Academy Council’s current scale of charges and payment must be received before the date of the booking
- 12.3 The hirer should be a named individual and the agreement should be in their name with details of telephone contact as well as an address.
- 12.4 Each year each regular hirer and all new hirers throughout the year will receive a Health & Safety briefing from a member of Academy Staff.

13. Public Liability & Accidental Damage Insurance

- 13.1 The Academy Council will take out public liability insurance for use of the Academy building and equipment. Hirers should take out their own insurances for personal liability and damage to their own equipment.

14. Safeguarding

- 14.1 Where the hirer is booking for an event or activity which involves children and young people a copy of the organisation’s Child Protection Policy must be handed to the Academy prior to the confirmation of the booking. The Academy also requires details of the organisation’s Safeguarding Officer (name, address and contact telephone number). The academy must be notified immediately if the details of this officer change. Where a local organisation is part of a national body then the national safeguarding scheme will suffice as long as the details of the local Safeguarding Officer are provided. Local community organisations which do not have a Safeguarding Officer should seek advice from the Academy as their booking cannot be accepted without a policy.

15. Community Involvement

- 15.1 Existing users include: See Sporting Organisations in 17.2.

16. Extended School

- 16.1 Existing users include:

16.2 The Principal will promote the extension of our programme particularly for students in their final year prior to their examinations. The cost of staffing these schemes will be charged to the Academy budget and there will be no charge for room hire in the main Academy building.

17. Sport & Recreation

17.1 Whilst many of our bookings are sport and recreation we are also willing to work with organisations which are classroom based to encourage additional activities. We also wish to link all organisations with our students to provide additional activities for them to follow in their own time.

17.2 Current users include:

Magpie Coaching
Riverside Archers
Ryton Badminton Academy
Shape Performance
Ryton Satellite Netball Club
Ryton Cricket Club
Ryton Rugby Club
County Durham FA
Newcastle Eagles
Saturday Badminton Club
Ryton Choral Society

18. Training & Development

Whilst we currently do not provide a purpose built conference centre we are able to host Training and Development events in our building outside of the standard academy day. Please enquire about our facilities.

19. Review of Scheme

This scheme replaces the former Lettings Policy.

Thorp Academy

Academy Letting - Initial Request Form

Name of Applicant:
Address:

Telephone Number:

Name of Organisation:
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Details of Facilities Requested:

1 st Choice Day of the Week Requested:
2 nd Choice Day of the Week Requested:

Start Time:	.....
Finish Time:	.....

:Use of Academy equipment requested	.....

Maximum Number of Participants:	.....
Age Range of Participants	.....
Number of Supervising Adults:	.....

Relevant Qualifications of Supervisors:	.....

DBS checks been carried out? (if applicable)	.....
DBS Clearance Number:	.....
DBS Clearance Date:	.....
Registered Board?	.....

The proposed hirer confirms that adequate and appropriate insurance cover is in place for the activity to be carried out.

The proposed hirer confirms that arrangements are in place for First Aid cover for the activity.

The proposed hirer confirms that before bringing any equipment (including electrical) onto site they will inform the Academy staff prior to the first booking.

I confirm that I am over the age of 18 years and that the information provided on this request is correct.

Signed: Date:

Position:

Thorp Academy

Hire Agreement

The Hirer:
Address:

Telephone Number:

Facility to be Used:
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Activity to be Undertaken:

Dates of Hirer:
Periods of Hirer:
Maximum Number of Participants:

Fee:
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Public Liability Insurance: Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Copy Attached: Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
First Aid Qualification? Yes <input type="checkbox"/> No <input type="checkbox"/>	Copy Attached: Yes <input type="checkbox"/> No <input type="checkbox"/>

The Academy agrees to hire the premises to the Hirer on the date(s) and for the period(s) given above upon payment of the specified fee.

The Hirer's accepts all the conditions of hire as set out in the Terms and Conditions document.

The Hirer's attention is specifically drawn to the indemnities contained in their hire conditions and the need to obtain suitable insurance cover for any loss, damage or injury,

Signature: (The Hirer)

Signature on behalf of the Academy:

Date:

Terms & Conditions for the Hire of Academy Premises

All terms and conditions set out below must be adhered to. The Hirer shall be the person making the application for a letting, and in this respect will be personally responsible for payment of all fees and other sums due in respect of the letting.

Status of Hirer

Lettings will only be made to persons over the age of 18 years representing lawful groups or organisations. 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 creating any tenancy between the Academy and the Hirer.

Persons may have to undergo a criminal record check via the Data and Barring Service (DBS). If a booking involves contact with students from the Academy or the organisation includes children and young people DBS checks are required for all personnel involved. These checks must be made by prior arrangement with the Academy with at least two month's advance notice.

Persons undertaking sports instruction must have the appropriate qualifications.

Attendance

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. Hirers are required to sign in and out at the Community Zone reception desk and keep records of those attending the function. Only a total number of young people and adults is required to be handed in to reception at the end of each booking.

Behaviour

The Hirer shall be responsible for ensuring the preservation of good order for the full duration of the letting both within the building and grounds of the Academy.

Public Safety

The Hirer shall be responsible for the prevention of overcrowding and for keeping clear all gangways, passages and exits. The Hirer is responsible for providing adequate supervision for the activity and should need arise is responsible for checking that all have successfully vacated the building during an emergency or practice for an emergency. Hirers are responsible for checking that all their members are present at the muster station. Hirers will be expected to sign a copy of the evacuation procedure indicating that they understand the procedure and know the position of the muster station. Hirers should have a record of contact details for each of their members.

Own Risk

It is the Hirer's responsibility to ensure that all those attending are made aware of the fact that they do so at their own risk.

Damage, Loss or Injury

The Hirer warrants to the Academy Council that it has appropriate public liability insurance to cover all its legal liabilities for accidents results in injuries to all participants in the activity for which the premises are being hired, and/or loss of or damage to property including the hired premises.

Furniture & Fittings

Furniture and fittings shall not be removed or interfered with in any way. No fittings or decorating of any kind are permitted other than the use of existing pin boards. Blu-tack and similar commercial substances are not permitted in the Academy building and nothing must be attached to the walls and doors. Observation panels in doors are a safety feature and must not be covered.

Academy Equipment

This can only be provided if requested on the initial booking form. 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.

Electrical Equipment

Any electrical equipment brought by the Hirer onto the Academy site must comply with the code of practice for portable electrical equipment. Equipment must have a certificate of safety from a qualified electrical engineer and the intention to use any electrical equipment must be notified on the application.

Car Parking Facilities

Academy parking facilities are available to those involved in the letting subject to availability. Parking is at the risk of the car driver and the Academy accepts no liability for damage to vehicles in its car parks.

Toilet Facilities

Access to the toilet facilities is included as part of the hire arrangements.

First Aid facilities

It is the responsibility of the Hirer to make their own arrangements for the provision of first aid and this includes first aid training for supervising personnel as well as the provision of a first aid kit.

Food & Drink

No food or drink may be prepared or consumed on the Academy site without the direct permission of the Academy. No food is permitted inside any of the sports halls at any time and care should be taken with drinks to avoid spillages.

Intoxicating Liquor

No intoxicating liquor may be brought onto or consumed on the premises without the direct permission of the Academy Council.

Smoking

The whole of the Academy site is non-smoking and this includes the grounds and the car park areas.

Footwear

Appropriate footwear must be used for each activity. Outdoor footwear (such as football boots) must be removed or cleaned before entering the building.

Sub-Letting

The Academy Council does not permit Hirers to sub-let the premises.

Copyright & Performing Rights

The Hirer shall not during the occupancy of the premises infringe any 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.

Right of Access

The Principal or representative reserves the right of access to any part of the premises during any letting.

Vacation of Premises

The Hirer shall ensure that the premises are vacated promptly at the end of the letting. The Hirer is responsible for supervising any users taking part in an activity until they leave the premises. In the case of children the Hirer is responsible for their supervision until they are collected by a responsible adult.

Promotional Literature

A draft copy of any information to be distributed to participants should be handed to the academy at least a week before distribution by the Hirer. The Academy Council does not permit its logo to be used on material produced by other bodies and the Northern Education Trust does not permit its logo or name to be used on promotional literature by Hirers.

Safeguarding

Organisations involving children and young people must hand if a copy of their Child Protection / Safeguarding Policy together with details of their Safeguarding Officer. Should the details of this officer change then the academy must be informed immediately. Where a local organisation is part of a national body then the national safeguarding scheme will suffice as long as details of the organisation's local Safeguarding Officer are provided. Local community organisations which do not have a Safeguarding Policy should seek advice from the academy as their booking cannot be accepted without a policy.

Hire Charges for the Year Beginning September 2018

The Governing Board has set the following range of charges:

Each Fee Refers to a 55 Minute Booking.

5.00pm until 10pm weekdays

7am until 10pm weekends

Bookings begin on the hour.

Facility Hired	55 minutes including VAT	10 Week Block Booking Fee if paid in advance
Old Sports Hall	£27	£202.50
New Sports Hall	£30	£225
Main Hall	£36	£270
Drama Studio	£30	£225
Meeting Room	£12	£90
Standard Classroom	£12	£90
Cookery Room	£36	£270
Dining Hall without Kitchen	£30	£225
ICT Suite	£30	£225

The above rates include VAT where applicable.

Changing rooms with showers are not booked as a chargeable item but are available with all sports bookings.

These fees will be reviewed in July each year for implementation in September of the same year.