



THE CONSORTIUM
ACADEMY TRUST

Shaping Positive Futures

Community Use Policy

The Consortium Academy Trust (TCAT)
An Exempt Charity Limited by Guarantee
Company Number 07665828

Status:	Live
Policy Owner (position)	Head of Estates
Statutory / Recommended	Recommended
Date Adopted	November 2019
Revision	4
Last Review Date	January 2024
Review Period	36 months
Next Review Date	January 2027
Advisory Committee	Finance, People and Resources Committee
Linked Documents and Policies	CCTV Policy Child Protection and Safeguarding Policy First Aid Policy Health and Safety Policy

**NB – This document can only be considered valid when viewed on The Consortium Academy Trust website. If the copy is printed or downloaded and saved elsewhere the Policy date should be cross referenced to ensure the current document is the latest version. The linked policies can be found at www.consortiumtrust.co.uk*

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POLICY STATEMENT

1.0 Why the Policy is Needed

The Consortium Academy Trust (The Trust) aims to maximise the use of all its facilities. This policy and procedure sets out the process for community use.

2.0 What the Policy is About

The intended purpose of our facilities is to benefit the school community; however, we understand that extending the use of the premises to the wider community allows us to maximise our income and provide an advantage to the clubs and groups who will use our facilities.

We endeavour to positively contribute to increasing participation in activities taking place in the local community.

3.0 What the Policy Will Achieve

This policy clearly sets out the rules and procedures we expect hirers to follow when using the facilities.

COMMUNITY USE PROCEDURE

1.0 LEGAL FRAMEWORK

This policy has due regard to the relevant legislation, including, but not limited to, the following:

- The School Premises (England) Regulations 2012
- Health and Safety at Work etc. Act 1974
- The Health and Safety (First-Aid) Regulations 1981
- Education Act 1996
- The Control of Asbestos Regulations 2012
- The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR) 2013
- Value Added Tax Act 1994

This policy has due regard to the relevant guidance including, but not limited to, the following:

- DfE (2018) 'Advice on standards for school premises'
- DfE (2023) 'After-school clubs, community activities and tuition: safeguarding guidance for providers'
- DfE (2023) 'The Prevent duty'
- HMRC (2020) 'Land and property (VAT Notice 742)'
- HMRC (2019) 'Education and vocational training' (VAT Notice 701/30)
- DfE (2023) 'Keeping children safe in education 2023'

This policy operates in conjunction with the following Trust policies:

- CCTV Policy
- Child Protection and Safeguarding Policy
- First Aid Policy
- Health and Safety Policy

2.0 ROLES AND RESPONSIBILITIES

The Board of Trustees, or its delegated committee, will be responsible for:

- Ensuring this policy is implemented consistently across the Trust
- Oversee the effective use of resources
- Oversee compliance with the regulatory requirements

The Facilities Manager will be responsible for:

- Discussing all relevant applications, new and renewal, with the schools Designated Safeguarding Lead prior to approval
- Ensuring compliance with any licence or conditions of use imposed on the booking
- Ensure all relevant policies and procedures are implemented and made available to hirers

- Agreeing fair prices to charge for using the premises: these will reflect the condition of the facilities but remain competitive enough to be accessible to the wider community
- Checking the hirer has adequate public liability insurance
- Accepting and rejecting applications to hire the premises
- Ensuring the facilities are fit for use by hirers
- Ensuring hirers have been inducted in local arrangements for first aid and fire safety and any relevant policies and procedures
- Reviewing and, where necessary, amending the local Lettings and Events Risk Assessment to help ensure the safety of the hirer and their visitors.
- Ensuring the facilities and equipment requested are clean and in a good working condition for each hirer.
- Working with the hirers to ensure appropriate-levels of security are maintained.
- Showing the hirers access and egress arrangements for the hired facilities.
- Ensure the general upkeep of the site and its facilities, maintaining and checking buildings, grounds and equipment, organising any repairs and/or replacement as required to ensure safe operation and use.

Hirers will be responsible for:

- Before any booking can be confirmed, hirers must complete a booking form in full and provide all relevant documents
- Ensuring the proper use of the facilities and equipment they have requested to use
- Taking the necessary steps to ensure there is no damage to any equipment or furniture, or the building itself
- Hirers and their participants must comply with instructions from school staff
- Leaving the premises in a clean and tidy condition
- Managing the conduct and behaviour of their attendee's, visitors and spectators' whilst they are on the school site.
- Holding adequate public liability insurance
- Providing proof that they hold a current and relevant insurance policy.
- Obtaining all necessary safeguarding checks where required, e.g. DBS checks, and providing proof of this to the school prior to the commencement of any booking
- Reading our Child Protection and Safeguarding Policy and other relevant safeguarding procedures, and ensuring they understand the rules and procedures detailed within
- Informing the Facilities Manager at the time of booking of the activities that will be undertaken on the premises and of any changes to these activities
- Reviewing and adhering to the conditions of hire
- Ensuring all fees and charges are paid in full by the due date.

3.0 APPLICATIONS

Prospective hirers must apply through an application form which will be submitted in writing to the school via email. For regular hire, only one application form needs to be

submitted; however, all the requested dates will be noted. Hirers will confirm their intended use of the premises when completing their application form.

After receiving an application to use the school's premises, the Facilities Manager will assess the suitability of the application and if the application is rejected, the Facilities Manager will contact the applicant, either by telephone or email, to clarify the school's response and outline the reasons for rejection.

Sub-letting of any form is strictly prohibited. If we receive any evidence pertaining to plans to sub-let our premises, all bookings the hirer has made will be cancelled.

4.0 FEES

Fees are to be paid by bank transfer.

Our staff reserve the right to refuse access to the premises hired if the whole fees have not been paid.

In the event any fees are outstanding after the hirer has used the premises, their organisation will be barred from using any of our facilities until they have paid the full amount.

We reserve the right to take legal action should any outstanding fees remain unpaid for 30 days after hiring.

Should any equipment, including items that have not been requested, be damaged, lost or stolen whilst under the hirer's care, we reserve the right to charge for repairing or replacing the equipment.

4.1 VAT

Letting facilities will generally be considered to be a standard rated activity, although the letting may be VAT exempt in certain circumstances. The guidance states that exemptions would be because of the following:

- A single, continuous let period of over 24 hours to the same individual or organisation.
- A let of a series of sessions to the same individual or organisation where:
 - The series is of at least ten sessions.
 - Each session is for the same sport or activity.
 - Each session is in the same place.
 - The interval between each session is at least 1 day, but not more than 14 days.
 - The series is paid for as a whole, with written evidence to that fact.
- Where the Trust will be providing education free of charge.

For non-VAT registered organisations therefore, it is financially preferable to them to satisfy the above conditions allowing the let to be exempt from VAT.

5.0 HEALTH AND SAFETY

5.1 Risk Assessments

The Facilities Manager will undertake relevant risk assessments for the suitability of the site before activities are carried out on the premises, to ensure the safety of the hirer and any additional visitors. Hirers will be required to conduct their own risk assessments for their own activities.

5.2 Emergencies

All hirers will be advised to have access to at least one mobile telephone that can be used to call the emergency services, should the on-site telephones not be accessible.

5.3 First Aid

Hirers are responsible for providing their own suitably qualified first aiders and first aid equipment.

5.4 Fire Safety

The hirer will familiarise themselves with the local fire safety and first aid arrangements and any relevant risk assessments before using the premises. The hirer will be shown all the fire exits and evacuation points by the Facilities Manager prior to the first hire date.

5.5 Asbestos

The Facilities Manager will inform the hirer of any asbestos containing materials (ACMs) that have been identified and how they could be damaged or disturbed. Hirers will receive the correct information and instructions and will be clear on what precautions to take.

Risk assessments will be conducted of the areas to let, to ensure no ACMs will be disturbed.

If we find there has been, or may have been, an unplanned disturbance of asbestos after the facilities have been hired, the following action will be taken:

- All activities will stop, and everyone will be evacuated from the affected area
- Staff, pupils and visitors will not be allowed to re-enter the affected areas until any necessary remedial action has been taken
- Items, including equipment, books or personal belongings, will not be moved from the area
- The Trust's Head of Estates and the school's Headteacher will be informed.

Advice will be sought from an asbestos expert regarding remedial action

Unless the incident is minor, we will notify the HSE, as this is a legal requirement under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR) 2013.

Anyone who has come into contact with asbestos, and is concerned about their exposure, will be advised to contact their GP.

Any incidents involving the disturbance of, and exposure to, asbestos will be recorded appropriately and dealt with in line with our incident reporting procedures.

5.6 Smoking and Alcohol

Smoking or vaping or the consumption of alcohol is not permitted on the premises at any time.

6.0 SAFEGUARDING

We will ensure that appropriate arrangements are in place to keep children safe during the hiring out school premises and facilities. Organisations submitting a

lettings request involving working with children and/or young people will confirm the name of the person responsible for safeguarding and child protection for the hirer and submit a copy of their current Child Protection and Safeguarding Policy and their staff safeguarding training records.

Any hirer unable to provide any of the requested safeguarding documentation or is unable to evidence appropriate safeguards are in place, will have their application declined.

All hirers must state the purpose of the hire. Each application will be vetted by the schools Designated Safeguarding Lead (DSL) and any concerns will be reported to Headteacher prior to approval.

When determining whether to approve an application; the Facilities Manager, DSL and Headteacher will consider the following factors:

- The type of activity
- Possible interferences with our activities
- The availability of facilities
- The availability of staff
- Health and safety considerations
- Our duties with regard to the prevention of terrorism and radicalisation
- Whether the letting is deemed compatible with the ethos of the Trust

An application will **not** be approved if it:

- Is aimed at promoting extremist views.
- Involves the dissemination of inappropriate materials.
- Contravenes the statutory Prevent duty.
- Is likely to cause offence to public taste and decency

The Facilities Manager will file an incident report with the school's DSL if they have reason to believe that the letting has been used for political purposes not previously authorised, the dissemination of inappropriate material or any other purpose that contravenes the Prevent duty.

Where an individual group is found to be promoting views in contravention of our Prevent duty, the person or group is guilty of an offence, under the Education Act 1996, we will contact the police/school security who will remove the person or group from our premises.

All hirers will receive a copy of our Child Protection and Safeguarding Policy, which they will read and comply with.

Hirers will inform the schools Designated Safeguarding Lead, as detailed on their booking form, of any concern without delay.

7.0 USING THE SITE

The hirer will consult with the member of the Facilities Team on duty to ensure the site remains secure before, during and after use.

Hirers will be given an emergency contact number for the duty Facilities Team in case of any security breach or emergency.

The external sport and leisure facilities will not be available to hirers after 9.30pm, to avoid any noise complaints from our neighbours and local residents.

Keys or permanent security codes will not be passed to any hirer or other person. Temporary codes must not be issued without written permission from the Facilities Manager

The Facilities Team will check the facilities before the last hirer leaves, to ensure the site is secure and in good order for the next day.

We use a 'three strike rule' when handling complaints lodged against hirers; however, we reserve the right to take more severe action depending on the nature of the complaint.

- Strike one – hirers will receive a verbal warning about their conduct on the property and be warned that repeated offences will result in their booking privileges being suspended.
- Strike two – hirers will receive a second verbal warning and a letter explaining that we take a zero-tolerance approach in inappropriate behaviour. This letter will outline that any fines for the behaviour may be passed on to the hirer if there is sufficient evidence to do so.
- Strike three – the hirer will be barred from booking any of our premises for any activity for a period of two months. We also expect the hirer to issue an apology to the complainant in writing.

If the school receives a concern regarding an organisation or individual that has hired the school premises, the school will follow its usual safeguarding procedures and process for managing allegations, including informing the LA designated officer.

If a concern is substantiated and hirers are found not to be following child protection and safeguarding policies and procedures, the booking will be terminated with immediate effect.

The use of public announcement systems and loudspeakers must be agreed with the Facilities Manager at the time of booking, this agreement must include a maximum noise level which is not to be exceeded.

The school car park is available to hirers during their time on the premises; however, we will not accept responsibility for any loss, damage or accident that may occur whilst the car park is in use.

In the event additional parking is required, the member of the Facilities Team on duty will ensure our premises remain accessible to the emergency services, should they be required.

Hirers will not bring animals onto the premises, nor allow their own participants and visitors to do so without permission from the Facilities Manager.

8.0 EQUIPMENT

Hirers will identify any equipment they require from the school and detail this in their

application form; hirers must seek permission from the school to use any additional equipment once the form has been submitted.

Furniture and fittings will not be removed or interfered with in any way unless the Facilities Manager has granted permission. In the event permission has been granted, the Facilities Team will oversee the move.

If a furniture move has been agreed, the hirer and Facilities Manager will negotiate restoring the premises back to its original state.

Any damage to equipment, furniture or the building will result in the hirer being charged the cost of any repairs or replacements.

Any seating provided is limited to the number of chairs on the premises.

Hirers are allowed to bring their own equipment on to the premises; however, they will be required to acknowledge this in their application forms.

We cannot be considered responsible if any of the hirer's equipment is damaged, stolen or lost whilst being used on the premises.

CCTV systems will be used to monitor events and identify incidents taking place whilst the premises are in use, in accordance with our CCTV Policy.

Hirers will report any stolen or missing equipment to the member of the Facilities Team on duty immediately.

Food and drink may be prepared on the premises; however, each inquiry will be considered at the time of booking. All permitted food and drink preparation must be in line with current food and hygiene regulations.

Hirers will be responsible for arranging any additional licences that are required to the nature of their activities, e.g. public entertainment or music licence.