

Community Use of School Facilities

Conditions and Guidelines

All users of school facilities **MUST** read this document to be aware of the conditions which apply to their usage. A contact number for assistance is supplied on back page.



I GENERAL

- 1.1 Premises shall be used only for such educational, social and cultural purposes including for example arts, sports, skills programmes and multiagency provision such as childcare facilities.
- 1.2 In the event of any user seriously or persistently abusing this use the school shall be entitled to apply for the suspension of that use.
- 1.3 All applications for the use of premises should normally be made to the East Riding of Yorkshire Council at least one complete calendar month before the use of the premises is required, so that any points of doubt may be determined by the council. All fees must be paid for when requested by the council. Failure to pay may result in the hirer being unable to hire school facilities in the future.
- 1.4 The council shall be free from liability if the premises are not available through causes outside their control, e.g. elections, civic meetings, etc.
- 1.5 Any cancellation by the hirer of use or series of uses must be made to both the School and Community Use of Schools Service with at least one week's notice. For activities which did not take place due to adverse weather conditions, the Community Use of Schools service must be notified within one week following the cancellation. Failure to notify the department of cancellations in adequate time will result in the appropriate charge being made according to the group category.
- 1.6 The council reserves the right to increase the charges for community use at any time on the giving of one calendar month's notice to the hirer.
- 1.7 The council reserves the right to alter, amend or add to the Conditions of Use at any time and such alterations, amendments or additions will be effective on the giving of seven days' notice to the hirer.

2 LOSS OR DAMAGE/INSURANCE MATTERS

- 2.1 The council shall not be liable for any loss or damage to the hirer or their property or any person or persons admitted to the premises by the hirer except in the case of personal injury or death where the same is due to the negligence of the council.
- 2.2 The council requires the hirer to make good all loss or damage which may be caused by the hirer or any person authorised by the hirer to enter the premises during the hiring period to the premises or any property on the premises.
- 2.3 Hirers must have Public Liability insurance prior to use with a minimum liability of £2 million. Higher levels of insurance may be required dependant on high risk of user - advice should be sought from Insurance Advisor.
- 2.4 No user group is authorised to sub let their booking slot to another user group. If this does occur the hirer will be in breach of their letting agreement and will be held fully responsible for the actions and of the group to whom they have sub let and any subsequent consequences.

3 SPECIFIC CONDITIONS

- 3.1 Community use of school premises must not interfere with the statutory obligation of the school to deliver the curriculum.
- 3.2 No smoking/vaping is permitted either in school buildings or anywhere on the school site.
- 3.3 The wearing of any footwear which may cause damage to any of the school floor surfaces is not permitted.
- 3.4 All hirers shall familiarise themselves with notices related to health, safety and fire precautions displayed relevant to the facilities which are being used. Please consult school staff for advice if required.
- 3.5 No portable electrical equipment, provided by the user, must be connected to the premises fixed electrical supply unless it has undergone periodic testing and certification for electrical safety by a competent person, in accord with the Electricity at Work Regulations 1989. (Such tests should be carried out annually or in the case of heavily used equipment more frequently). The council reserves the right to inspect the documents at any time.
- 3.6 The hirer shall ensure that school premises and facilities used are left in a clean and tidy condition removing any litter for which the hirer is responsible from playing fields and the school premises. Failure to do so will result in an additional charge being made.
- 3.7 No person under 18 years of age may make a booking for the use of school premises.
- 3.8 No bookings will be accepted from organisations known to have racist aims and objectives.
- 3.9 Where car parking space is available at premises it is at the owners' risk. The hirer must ensure that entrance roads are kept free of traffic to allow vehicles to pass in an emergency.
- 3.10 No permanent furniture shall be introduced onto the school premises by the hirers without the prior approval of the school.
- 3.11 Community Use of premises does not usually include the use of equipment and materials.
- 3.12 Policy on use of and charges for equipment is determined by the school. Use of such equipment will be negotiated separately with the school. Where use is sought of specialist equipment or fittings a suitable 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 school.
- 3.13 No outside equipment is to be brought onto the premises without prior written permission from the council.
- 3.14 Where the hirer wishes to bring and/or erect their own or outside equipment onto the premises they must request permission from the council by giving at least 14 day's notice in writing of their request and detailing the equipment, such permission to be granted or refused at the council's absolute discretion and either with or without conditions attached to any permissions given. Where the hiring is a repeat hiring the request for permission must be granted prior to the first date and specify all subsequent dates. Any such outside equipment is to be erected and dismantled promptly by the hirer. Council staff are not to be used in erecting and dismantling of outside equipment.

3.15 The hirer shall make all the necessary arrangements:

- (a) for the acceptance on the premises and the removal of any property, scenery or other articles which may be required for the hirer's own purposes;
- (b) for the removal unless otherwise agreed on the expiry of the hiring period of such property or the hiring fee will be continued on a daily basis; and that no responsibility can be taken by the council or school personnel for the removal of such property.

3.16 Where a permission under clause 3.14 above is granted by the council the hirer agrees to indemnify the council absolutely and assume any and all liabilities for the equipment and any and all claims actions or damages arising from the use and/or misuse of that equipment.

4 CHARGES

The charges which apply to the use of school facilities are divided into three categories of use:

* **Concessionary** * **Standard** * **Business**

- (a) The amount the Authority charges each user group is dependent on the set up of the group. Concessionary rates mainly apply to groups, which are run by volunteers for young people/children.
- (b) Standard charges generally apply to either adult groups including those run by volunteers and any other group run with the intention of making a profit.
- (c) Business charges are used for commercial organisations and those with a high profit margin.

These prices are charged per hour or per half hour. Pitch hire is charged at a per match rate; this allows a two hour time slot for each match. Matches lasting longer than this will be charged accordingly for the additional time incurred. Where multiple facilities are required i.e. football pitch and changing accommodation, a combined charge will be made.

- (d) Prices are increased on an annual basis by the rate of inflation established by the Director of Corporate Resources, Finance Section and implemented in April each year. Schools may want to apply different charges which will be subject to discussion at time of booking.

Please note that prices may be subject to change in line with East Riding of Yorkshire council policy.

5 VALUE ADDED TAX

The charges quoted are exclusive of VAT.

VAT at the current rate will be added to accounts for the following types of use.

- (a) rooms and halls involving the use of specialist equipment (laboratory or craft facilities, stage lighting, audio visual aids) unless exempted by paragraphs (e) or (f) below;
- (b) sports halls, gymnasias, outdoor sports facilities when used for sporting activities unless exempted by paragraphs (e) or (f) below;
- (c) grounds used for vehicle parking, camping, caravanning or exhibitions.

VAT is not chargeable on the following types of use:

- (d) rooms and halls involving no more than the use of furniture such as tables, desk and chairs;
- (e) continuous hire for a period of more than 24 hours;
- (f) hire of sports facilities for a pre-booked series of at least 10 sessions with an interval of at least 1 day, but not more than 14 days. The condition is not breached if a refund is given because the facility was not available, e.g. because a football pitch is flooded. (Whilst submission of a fixture list will support the hire request, it will not guarantee VAT exemption).

6 PUBLIC ENTERTAINMENT

- 6.1 Premises which are licensed for public entertainment are subject to the conditions of appropriate licences which the hirer must comply with. There is no licence required for regulated entertainment activity only between 8am and 11pm on school premises if less than 500 persons are in attendance.
- 6.2 Where premises are not licensed for public entertainment (after 11pm) the promoters of any entertainment for which a licence is necessary shall be responsible for ensuring that a licence is obtained.
- 6.3 When halls are hired for public entertainment or meetings, the hirer shall ensure that sufficient stewards to maintain order are available at exits and entrances. The maintenance of order shall be the sole responsibility of the hirer.
- 6.4 The council shall not be liable for any loss due to breakdown of machinery, failure of supply of electricity, leakage of water, fire, government restriction or act of God which may cause the facility to be temporarily closed or the hiring interrupted or cancelled.
- 6.5 The consumption of alcoholic drinks on school premises will only be allowed in the course of functions organised by responsible bodies with the prior approval of the Council and the school and subject to normal licensing arrangements. It is the responsibility of the hirer to make enquiries of the Police and council's Licensing Team to ascertain licensing requirements; it is also the responsibility of the hirer to ensure that all the relevant licensing requirements are met and observed.
- 6.6 The hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority and a copy will be supplied to the hirer on request.
- 6.7 Fly posting is not to be carried out in contravention of the Town and Country Planning (Control of Advertising) Regulation 1996/666.
- 6.8 No advertisements shall be displayed advertising the proposed use of the premises without the same having been approved by the school and the council reserves the right to remove any posters, boards, signs, flags or other emblems or advertisements which become dirty, detached, torn or in any other way become unsightly or untidy.

7 SCHOOL KITCHENS

- 7.1 School kitchens are available for use subject to the following conditions in order to maintain standards of food hygiene in accordance with the Food Safety Act 1995:
- 7.2 A named person from the hiring organisation must undertake to work normally and comply strictly with the terms of the letting. Failure to do so will result in a refusal of future requests for use.
- 7.3 The named person will be sent a copy of "Advice to Outside and Non-professional Caterers" and will be requested to confirm that they have read, understood and will conform to the advice on food hygiene contained therein.
- 7.4 The use of kitchen premises without a member of the kitchen staff present is permitted for the making and service of beverages only. On all other occasions the letting is also subject to a member of the kitchen staff being present to ensure the correct use of cooking equipment. The cost of such staffs' pay will be additional to the hire charge and invoiced separately.
- 7.5 Community use of school premises will not automatically include the use of catering facilities or dining tables. If dining tables are required, a separate request must be made in advance.
- 7.6 Hirers must leave the kitchen in a clean and tidy state. Failure to do so may result in the refusal of future letting requests and additional charges to the hirer.

8 SPORTS SPECIFIC REQUIREMENTS

8.1 MARTIAL ARTS

Please see the Sport England website: www.sportengland.org/our-work/national-work/national-governing-bodies/sports-that-we-recognise/ to see appropriate Governing Body Membership for martial arts groups.

8.2 SPORTING AFFILIATION

Sports groups and/or their instructors must be in membership or registered with the appropriate sporting national governing body and comply with that body's structure and level of coaching.

8.3 SWIMMING REQUIREMENTS

Hirers using swimming facilities must demonstrate that their session will be supervised by someone with a current National Pool Lifeguarding qualification.

9 SAFEGUARDING

9.1 EAST RIDING MINIMUM OPERATING STANDARDS (ERMOS)

The Community Use of School Service requires that all sports businesses and voluntary youth groups must have achieved East Riding Minimum Operating Standards (ERMOS). This helps sports businesses and voluntary organisations to have appropriate policies and procedures in place, demonstrating that their group can provide a safe environment for all participants and will be subject to an annual health check.

9.2 EAST RIDING CLUB ACCREDITATION SCHEME (ERCAS)

The Community Use of Schools Service has a requirement that all voluntary sport clubs working with young people and vulnerable adults hiring school facilities/community land must have achieved ERCAS. The aims of ERCAS is to ensure that clubs/user groups put measures in place to promote safe, high quality sessions for all their members, especially young people and vulnerable adults. There is support available to help clubs achieve this accreditation i.e. templates are available for policies and procedures that can simply be adopted.

For more information regarding ERMOS and ERCAS please contact Sport, Play and Arts Service, Tracey Topliss (01482) 392523 email tracey.topliss@eastriding.gov.uk

9.3 DISCLOSURE AND BARRING SERVICE

The Disclosure and Barring Service (DBS), replaces the Criminal Records Bureau (CRB) and the Independent Safeguarding Authority (ISA), which have now combined. DBS checks can be applied for by anyone employing staff or recruiting volunteers for work with children, young people or vulnerable adults. Enhanced checks are advised for anyone working regularly with children, young people or vulnerable adults, however for those individuals who are in regulated activity with children, young people or vulnerable adults, an additional check on the barred lists must also be carried out through the DBS. For more information on what is viewed as regulated activity and which check you will require for your employees or volunteers, please visit: www.gov.uk/government/collections/dbs-eligibility-guidance#dbs-workforce-guides or contact the East riding Disclosure services (01482) 391219, email: disclosure.services@eastriding.gov.uk or East Riding Voluntary Action Services (01482) 871077 email: office@ervas.org.uk

There is now an update service available for all volunteers and employees to use, as well as those organisations who need to DBS check their workers. The aim is to reduce the number of times people have to do DBS checks and make it easier to share DBS results across agencies. The service is free for volunteers, however everyone wishing to register on it, must do so within 14 days of receiving their DBS check. For more information about the DBS update service, please visit: www.gov.uk/dbs-update-service

Self-Employed Please note that self-employed people must go through an organisation which is willing to carry out a DBS check on them and are not able to process a check on themselves directly with the DBS.

FOR FURTHER INFORMATION PLEASE
DON'T HESITATE TO CONTACT:

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