



**Newland School for Girls**

**Community Use Scheme/  
Sport Specific**

**Valid from 1st November 2021**

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# **Newland School for Girls Community Use Policy**

## **Section One**

### **Conditions for Lettings**

1. **Aims and Objectives**
  - 1.1 The parties hereto agree to support the development and use of the Newland School for Girls Sports Facilities in order to pursue the following aims:
  - 1.2 To increase and improve the quality of sporting and physical activity opportunities for the pupils of the school in curricular and extra-curricular sports activities
  - 1.3 To provide opportunities for local people and sports organisations to participate in sport and physical activity, to develop their skills, particularly among low participant groups
  - 1.4 Where appropriate to establish the school as a community club in the west of Hull to support voluntary sector groups to help raise standards of coaching education and training administration volunteering and performance pathways in the North of Hull.
  - 1.5 In accordance with the above aims, the parties agree that Community Use Sport Specific will To maximise community use of the school sports facilities during term time for the agreed hours each day
  
2. **General**
  - 2.1 The School's facilities shall be used only for the purpose(s) specified on the booking form and use must not adversely affect either the school or other community users.
  - 2.2 Sub-letting of the School's facilities is prohibited.
  - 2.3 The school facilities and sports pitches will be available for bookable community use between the hours of 6pm and 8.00pm Monday to Friday during term time, when not being used by the school. Bookings will also be available for use of the facilities during weekends, between the hours of 8am and 10am.
  - 2.4 In the event of any user seriously or persistently abusing this policy Newland School for Girls shall be entitled to suspend use immediately.
  - 2.5 All applications for lettings 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 school within 14 days. Our preferred method of payment is by bank transfer into the School's bank account. Details can be found on your invoice. Users will be invoiced monthly in arrears. Failure to pay may result in your contract with the school being terminated.
  - 2.6 A season fee will be invoiced in September for the full season. This can be paid in full or in 3 equal instalments (1<sup>st</sup> instalment by 30<sup>th</sup> September, 2<sup>nd</sup> instalment by 30<sup>th</sup> November and the final instalment by 31<sup>st</sup> January). Failure to comply with the above payment schedule may result in your contract with the school being terminated.
  - 2.7 In the event that a payment by cheque is returned, the user will be invoiced for the bank charges incurred by the school relating to this payment. At the time of issuing this policy (October 2021) these charges were £4.50 per cheque. This is subject to change dependent upon any changes to charging made by the bank.
  - 2.8 The school shall be free from liability if the facilities are not available through causes outside the school's control, e.g. examinations, elections, bank holidays, adverse weather conditions. In such circumstances, you will not be charged.

- 2.9 Any cancellations by the user for a single or series of bookings must be notified to the School with at least 72 hours notice in writing via letter or email to piercyl@thrivetrust.uk. Failure to notify the school in time will result in a charge being made.
- 2.10 The school reserves the right, at any time, to increase the charges after the giving one calendar month's notice to the user group.
- 2.11 The school 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 days' notice to the user group.

### 3. **Loss or Damage / Indemnity / Insurance Matters**

- 3.1 The school 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 the same is due to the negligence of Newland School for Girls, Thrive Trust or any person for whom Newland School for Girls is responsible.
- 3.2 The school 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:
- a) To indemnify Thrive Trust and/or the school 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 Thrive Trust or the school.
  - b) For the period of hire to maintain an adequate public liability insurance policy with an insurance company of repute against the user's legal liability, including the indemnity at 2.2 above arising from the use of the facilities by the user and to produce on request to the school the insurance policy and the current premium renewal receipt.

### 4. **Specific Conditions**

- 4.1 Community use must not interfere with the statutory obligations of the school to deliver the curriculum
- 4.2 Users must not smoke on school premises, inside or outside the buildings.
- 4.3 The use of the school kitchens is not permitted. It may be possible to book the school caterer to deliver catering facilities for an event and this should be indicated in the initial contact regarding a booking.
- 4.4 The use of any footwear, equipment, chemicals or other materials which may cause damage to school floor surfaces is not permitted.
- 4.5 All users shall familiarise themselves with notices related to health, safety and fire precautions displayed around the school premises.
- 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 competent person, in accordance with the Electricity at Work Act (1989). The school reserves the right to inspect the documents at any time.
- 4.7 The user shall ensure that the school 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 School premises.

- 4.9 No bookings will be accepted from groups known to have aims and objectives that conflict with the school's commitment to equal opportunities; this includes aims and objectives that discriminate on the grounds of disability, gender, sexuality, race or religion.
- 4.10 Car parking, where available, is at the 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 or equipment shall be introduced onto the premises without the prior permission of the school or governing body.
- 4.12 The user will make arrangements for:
- a) The acceptance onto the premises and the removal of any property required for the user's own purposes;
  - b) 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 school, governing body or local education authority for its security or removal.
- 4.13 Hire of school 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 school.
- 4.14 Sole hirers (individuals as opposed to clubs/ groups) of school facilities must be the sole instructor for all activities undertaken and always 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, users are responsible for ensuring that their staff / volunteers have, and continue to hold, a current and satisfactory Disclosure from the Criminal Records Bureau.
- 5.2 The school requires written confirmation that satisfactory disclosures have been obtained.
- 5.3 The school requires a copy of the group/club's Safeguarding Policy prior to commencement of letting for 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 board can assist and work with any groups to do this, please contact )

## 6 **First Aid and Emergencies**

- 6.1 The third party should arrange for first aid qualified personnel to attend medical emergencies during the hire period. For tournaments, competitions or other large events, the third party shall where required by the school's Governing Body contact the British Red Cross or St John's Ambulance and arrange, at the third party's sole cost, to have a qualified person from such an organisation in attendance at all times during the hire period. There is no access to site first aiders, however the facilities staff are able to contact the emergency services.
- 6.2 In the event of a fire the third party must ensure that third party users evacuate the site premises by the nearest exit and assemble in the designated area as detailed in the Evacuation/Fire Procedure (attached). The school's Facilities Officer must be informed by the third party in advance of any particular third party user who may require assistance in the event of an emergency.
- 6.3 It is the hirer's responsibility to take a register of all their delegates at the beginning of their session to act as a fire register in the case of 6.2 above or for any other evacuation or emergency procedures.
- 6.4 All accidents and incidents must be reported to the school's facilities management. Copies of the relevant report should be sent in writing no more than seven days after the event to the address below

## 7. **Risk Assessment- Junior Teams**

- 7.1 Risk assessments, which take the school's risk assessments and policies into account where relevant, must be lodged with the school for information prior to the commencement of any activities by youth teams. The school may comment on the risk assessment (although it is under no obligation to do so) and any concerns raised by the school 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.

## 8. **Public Entertainment**

- 8.1 Premises that are licensed for public entertainment are subject to the conditions of appropriate licences, which must be complied with by the user.
- 8.2 Where premises are not licensed, the promoters of any entertainment which requires a licence are responsible for ensuring it is obtained before use of facilities.
- 8.3.1 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.
- 8.4 No dramatic, musical or other work in which a copyright exists shall be performed on the premises unless the consent of the owner of the copyright has been obtained. The user shall indemnify the school against all claims made against them for breach of copyright.
- 8.5 The consumption of alcohol on the premises is not permitted at any time.

## 9 **Martial Arts**

Organisers and instructors shall be members of a body recognised by Sport England (where there is a recognised body). Applications and re-applications for use of premises must include the name of the organisation of which they are a member.

## 10 **Sports Groups**

Sports groups, or their instructors, must be members of, or registered with, the appropriate sporting National Governing Body and comply with that body's policy on coaching.

- 10.1 If appropriate to establish a community hub in the school for the North of Hull to support voluntary sector groups to help raise standards of coaching education and training administration volunteering and performance pathways in the North of Hull.
- 10.2 Allow affiliated organisations to manage and administer junior and senior leagues.
- 10.3 When groups are working with young people the group must have, or be working towards, the appropriate National Governing Body accreditation (eg Club Mark/Charter Standard).
- 10.4 Sports groups, or their instructors, must be members of, or registered with the appropriate sporting National Governing Body and comply with that body's policy on coaching.
- 10.5. **National Governing Body** sports programmes may be promoted through forward planning of developmental activities at times, which best suit the priority groups to cater for eligibility of use during the community use period. These programmes may include:
- 10.5.1 (i) Opportunities for beginners, for people wishing to improve their skills via programmes of coaching and competition, and training for players, coaches and officials
- 10.5.2 (ii) Specific activities aimed at attracting new participants to from the following priority groups:
- 16 and under;
  - 45 and over;
  - Girls and women;
  - Lower socio-economic groups;
  - Black and Ethnic Minorities;

- People with Disabilities;
- Other specified target groups agreed between the parties to this agreement.

10.5.3 (iii) A balanced programme of use which satisfies school needs and provides for a wide range of community sport including provision for:

- Development initiatives;
- Casual use;
- League and tournament competition from junior to senior levels
- Organised club sessions;
- Coaching and officiating courses.

## 11 **School Management Responsibilities**

The Headteacher of the school will be responsible for community use and lettings of the school facilities, in line with this community use agreement. The headteacher may choose to delegate responsibility for the detailed day to day management of this policy to a designated member of staff, while still retaining overall responsibility. If there is a specific concern about any particular letting or activity, the Headteacher will consult with the Chair of the Finance, Personnel and General Purpose Committee (or appropriate alternative) who is empowered to make decisions on behalf of Thrive Trust

Booking requests should be made via the person named in section three of this scheme.

The school shall:

- 11.1 Be responsible for the facility and will resource, manage and routinely maintain it in a manner that will allow achievement of the aims and objectives set out in clause 1 above.
- 11.2 Make available the sports facilities on the occasions and times herein specified for school use and use by the community.
- 11.3 Provide lights and such other amenities as required for the facility and its intended use
- 11.4 To insure, and keep insured, the Newland School for Girls against all usual commercial risks including public liability in its full reinstatement value.
- 11.5 Effect repairs and make good accidental damage arising out of, or occasioned by, the use of the school premises and sports facilities or in the event of damage by an insured risk. The user would have the responsibility to pay costs incurred.
- 11.6 Establish with Trust a practical policy framework for managing and operating the facility during periods allocated for community use and for use by the school. Within the financial constraints imposed by Part 2 Chapter VI of the Education Act (1996) as amended and the Governing Body's Instrument of Government this framework should seek to enable:
- 11.7 A policy of affordable pricing that clearly demonstrates the capability of achieving the targets for community use defined above. NB. This would be subject to affordability for the school
- 11.8 Equal opportunities of access for the principal use groups;
- 11.9 Flexibility to extend access beyond the defined Community Use Period provided that this does not adversely affect the school curriculum requirements and conversely to relinquish control temporarily on reasonable request and notice given by Thrive Trust;
- 11.10 Easy and accessible booking arrangements for Casual Use;
- 11.11 Regular review of the programme bookings during the first three years of operations of the facility under this agreement
- 11.12 Allow affiliated organisations to manage and administer junior and senior leagues.

12 **Mechanism for Review**

Newland School for Girls reserves 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 1, will be undertaken by the facilities and resources committee annually during the spring term. Any changes will be notified to users before the start of the summer term and will take effect from September 1 of the next academic year.

13. **Duration of Agreement**

13.1 This agreement will remain in force for a period of one year from the date hereof

13.2 There will be a regular review of the programme bookings during the first three years of operations of the facility under this agreement

## Section Two

### Booking Form

**1. Booking Details.**

Please complete full details of lead person making the booking

Surname	
First Name	
Title (eg Mrs, Mrs, Miss)	
Address and Postcode	
Contact Telephone Number	
Mobile Number	
Email Address	

**2. Booking Information.**

Please complete fully.

<b>Name of User</b> (Organisation, Team, Individual.)  Please include the age category of your team if applicable						
<b>Name and contact details of person with lead responsibility throughout all bookings.</b>						
<b>Purpose</b> Or activity for which booking is required.						
<b>Facilities Required.</b>  Please consult schedule of charges for details of facilities available and charges; please specify all facilities required.  Please see Appendix 1						
<b>Dates Required.</b>		From :		To :		
Day / s of the week required, please tick and complete times and frequency.	Day	Tick days required.	Time including preparation and clearing up.		Frequency I.e. Weekly, fortnightly, four weekly, monthly.	Other Comments
			From	To		
	Mon.					
	Tues.					
	Wed.					
	Thurs.					
	Fri.					
	Sat.					
Sun.						

<b>Category Of Use -</b> Please See Appendix 2.			*Please complete category of booking here.					
<b>Numbers involved.</b>	Estimated Total Number Attending		of which Age 0 – 16		of which Age 17 – 24		of which Age 24 +	
	Male	Female	Male	Female	Male	Female	Male	Female
Total number of people attending and break down of age group								
Of those attending, approximately how many -	Live in Hull?		Are children who attend this school?		Are parents/carer/guardian of children who attend this school?		Are disabled?	

\*Evidence may be required.

**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 school's 'Conditions for Lettings' detailed in Section One.

I agree to pay the appropriate fee on receipt of an invoice.

I confirm that:-

- I have an adequate public liability insurance policy, which must be no less than £2 million ( see Insurance Statement and Questionnaire )
- I have attached a copy of the **risk assessment** for the activity.

**A Covid risk assessment must be completed in line with government and sports governing body guidance and is the responsibility of the hirer not of the school.** Please seek advice from your local sports governing body for all Risk Assessments. Further guidance can be found at <https://www.thefacom.com/-/media/thefacom-new/files/get-involved/2021/covid-19-safeguarding-risk-assessment-guidance---11-may.ashx>

- All staff / volunteers working with children have and continue to hold a current satisfactory Disclosure from the Criminal Records Bureau.
- I have attached a copy of the safeguarding policy where a booking is for children, young people activity and/or vulnerable adults.
- If a sport children/young people booking: we have obtained / are working towards the sport Governing Body relevant accreditation scheme

**Name of Organisation, Team or Individual** .....

**Authorised Signature** .....

**Printed Name** .....

**Date** .....

## Section Three

### Insurance Statement and Questionnaire

#### Statement

The Importance of Public Liability Insurance to any organisation or person hiring school 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 school premises is adequately insured because few will have the financial resources to meet their liabilities without appropriate insurance.

- Newland School for Girls 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 school premises.
- The organisation, team or individual hiring school 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 £2 million.

#### Insurance Questionnaire

It is necessary for you to have your own Public Liability insurance as the school'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 SCHOOL FACILITIES**

Name of the organisation, team or individual insured. (Must be the same as Name of user on Page 6)	
Insurer and branch	
Policy Number	
Renewal Date	
Limit of Indemnity	
Does the policy include Club Member to Club Member Insurance (If appropriate)?	Yes/No
Does the policy include Damage to Premises?	Yes/No

The School 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 school 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 Schools Booking Form and Insurance Statement and Questionnaire, please send to -

Lisa Piercy

Finance Officer

Newland School for Girls

Cottingham Road

Hull

HU6 7RU

[piercyl@thrivetrust.uk](mailto:piercyl@thrivetrust.uk)

*DETAILS TO BE CONFIRMED*

**If your application is accepted a letter of confirmation will be sent/emailed 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 1**

**Schedules of Charges 2021-22 - Prices are based on an hourly rate unless otherwise stated.**

<b>Facility</b>	<b>Commercial Rate</b>	<b>Discounted Rate</b>
Sports Hall- Whole Sports Hall prices included use of changing facilities	£35 Weekday £45 Weekend	£18 Weekday £23 Weekend
Sports Pitches prices included use of changing facilities	£35 Weekday £45 Weekend	£18 Weekday £23 Weekend
MUGA prices included use of changing facilities	£20 Weekday £25 Weekend	£15 Weekday £20 Weekend
Dance Studio prices included use of changing facilities	£25 Weekday £28 Weekend	£15 Weekday £20 Weekend
Drama Studio	£25 Weekday £28 Weekend	£15 Weekday £20 Weekend
Classroom	£25 Weekday £28 Weekend	£15 Weekday £20 Weekend
Specialist Classroom (including use of equipment)	£50 Weekday £70 Weekend	£25 Weekday £50 Weekend
Fitness Suite prices included use of changing facilities	£25 Weekday £35 Weekend	£20 Weekday £25 Weekend
Main Hall	£50 Weekday £75 Weekend	£37 Weekday £56 Weekend

Note: The school would need to consider the definition of user groups and category of charge (see below).

**NB - See Appendix 2 to determine the correct rate for your booking.**

Vat will be added where a sports facility (sports-hall, gymnasium or pitch) is used for a sporting activity and is a one off booking. Non-sporting activities and block bookings for sporting activities are VAT exempt.

**Hull Community Use of Academy**  
**Definition of User Groups and Category of Charge**

Description	Definition	Category
<b>Area Committees</b>	Area committee meetings or other local authority area meetings.	Discounted Rate
<b>Childcare - Private</b>	Childcare provisions organised and managed by a private organisation / business. Profit making and paying salaries to staff.	Discounted Rate
<b>Childcare – School</b>	Childcare provision organised and managed by the school. Childcare within the school linked to extended school provision.	Discounted Rate
<b>Childcare - VolCom</b>	Childcare provision organised and managed by the voluntary / community sector. None profit making.	Discounted Rate
<b>Councillor Surgery</b>	Councillor’s surgery.	Discounted Rate
<b>Education - Hcc</b>	Education organised and managed by Hull City Council’s Adult Education Department.	Discounted Rate
<b>Education - Other</b>	All other education not connected to the local authority.	Discounted Rate
<b>Other</b>	Any other group that does not fit into another definition.	Discounted Rate
<b>Private Group - Non Profit Making</b>	Private groups that are none profit making. This would include things like Neighbourhood Watch.	Discounted Rate
<b>Private Group - Profit Making</b>	All other private groups that are profit making. This would include things like Slimming Clubs, Weight Watchers etc.	Commercial Rate
<b>Registered Charity</b>	Registered charities.	Discounted Rate
<b>Scouts / Guides</b>	Scouts, Guides, Brownies etc	Discounted Rate
<b>Sports Fitness - Private Group</b>	Sports and fitness activities such as dance, gymnastics, judo, martial arts where the group is organised and managed by an individual or a company as a business. This would include those groups where the children pay for the training and the manager of the activity is paid a salary to deliver the training. Many dance groups, martial arts, boxing etc might fall into this group.	Commercial Rate
<b>Sports Fitness - VolCom</b>	Sports and fitness where the activity is delivered on a non-profit making basis. This should only include those activities where the person delivering the training is not paid a salary but works purely on a voluntary basis. This might include things like senior citizens’ fitness group.	Discounted Rate
<b>Sports Team</b>	Team sports such as football, rugby and netball for children and young people up to 16 years old.	Discounted Rate
<b>Sports Team - Adults</b>	Team sports such as football, rugby and netball for adults and young people over 16.	Commercial Rate
<b>Youth Group - Hcc</b>	Youth groups run by Hull City Council	Discounted Rate
<b>Youth Group – VolCom</b>	Youth groups run by the voluntary community sector	Discounted Rate



# **Newland School for Girls Evacuation/Fire Procedure Community Use**

1<sup>st</sup> November 2021  
Review 1<sup>st</sup> November 2022

**IN THE EVENT OF FIRE OR AN EMERGENCY EVACUATION OF THE BUILDING, THE FOLLOWING PROCEDURE SHOULD BE FOLLOWED**

**A FIRE IS INDICATED BY THE CONTINUOUS SOUNDING OF THE FIRE ALARM**

**ONCE THE ALARM IS SOUNDED THE FIRE PROCEDURE SHOULD BE FOLLOWED BY EVERYONE**

- Leave the building by the nearest safe route directed by the **GREEN** fire exit signs and as directed by your Coach/Instructor and the Site Facilities Assistant.
- Leave quietly and quickly and leave your belongings behind.
- Users of the facilities should assemble at the outside Netball Court, situated adjacent to the Cafe, as directed by your Coach/Instructor. Await further instruction from the Site Facilities Assistant.
- **DO NOT** re-enter the building unless you have been advised to do so by the Site Facilities Assistant or appropriate Fire Personnel.

## **General Safety & Fire Procedures**

1. All users shall familiarise themselves with notices related to health, safety and fire precautions displayed around the school premises.
2. A fire will be indicated by the continuous sounding of the fire alarm. The Site Facilities Assistant is responsible for calling the Fire Service and allowing access for the Fire Service.
3. In the event of a fire the third party must ensure that third party users evacuate the site premises by the nearest exit and assemble in the designated area. The school's Site Facilities staff must be informed by the third party in advance of any particular third party user who may require assistance in the event of an emergency.
4. It is the hirer's responsibility to take a register of all their delegates at the beginning of their session to act as a fire register in the case of any evacuation or emergency procedures.
5. Once empty, the facilities will be checked by the Site Facilities Assistant on duty.
6. Users should NOT re-enter the building unless you have been advised to do so by the Site Facilities Assistant or appropriate Fire Personnel.