

Community Use of School Facilities Guidance

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Introduction

With the significant investment by Government, Private Sector and Local Authorities in schools and their estates through Building Schools for the Future (BSF) and the Primary Capital Programme we are presented with a real opportunity to position local schools as hubs of their communities. Schools are uniquely placed to provide access to opportunities and facilities to energise and revitalise local areas and make a significant contribution to life in Darlington as part of the Sustainable Community Strategy (SCS) and Children and Young People's Plan (CYPP). As we move towards a model of integrated Children's Services, co-location of staff and services is also a key component, which will enable us to provide support to the families of Darlington, when and where they need it.

Under the overarching One Darlington: Perfectly Placed plan for Darlington up to 2021, over and above the obvious contribution of education for young people, schools are in a position to be able to contribute to the delivery of the five themes of Prosperous Darlington, Aspiring Darlington, Healthy Darlington, Greener Darlington and Safer Darlington. By opening the doors beyond traditional hours and allowing and/or providing community activities, schools can place themselves and their estates at the heart of the local community and can contribute to the wider outcomes for children and young people identified in Every Child Matters:

- Community use can encourage broader engagement from the local community, and engender a greater commitment to the school and to education, whilst also contributing to the schools' commitment to community cohesion.
- Schools that provide a base for lifelong learning are able to provide a wealth of learning opportunities for local people of all ages.
- Providing access to health and family support services can support vulnerable families, and help them to help their children to thrive whilst also reducing health inequalities.
- Out of school activities provide children with a wealth of opportunities to enjoy and achieve.
- Commercial lettings can of course provide schools with a useful source of additional income.
- Provide good value for taxpayers, promote safer neighbourhoods and prevent crime

Community access is a key element of the core offer for Extended Services, to which Darlington Borough Council is fully committed. Some schools in the borough have a long history of making their facilities available to others, and we hope that this guidance will support others to do so too.

The Children's Plan and 21st Century Schools White Papers encourage schools to work with a range of partners to provide access to a core offer of extended services that meet the needs of their local community. Assessing a community's needs can be done in many ways and schools should be talking to the Local Authority to gain an understanding of what is already available in the local area, to ensure that what they provide will complement rather than compete with existing facilities.

The Government expects all schools to offer access to the following services (in partnership with local authorities and local providers) by 2010:

- **A varied menu of activities** (including study support, play/recreation, sport, music, arts and crafts and other special interest clubs, volunteering and business and enterprise activities), in a safe place, for primary and secondary schools.
- **Childcare** 8:00 am — 6:00 pm, 48 weeks a year for primary schools
- **Parenting Support** including family learning
- **Swift and Easy Access** to targeted and specialist services such as speech and language therapy etc
- **Community Access** to facilities including adult learning, ICT and sports facilities.

In addition to the Sustainable Community Strategy and the Children and Young People's plan, schools (again either directly through in-house provision, or through making available the facilities to others), are also able to contribute significantly to the achievement of many of the Local Area Agreement

objectives, and to the achievement of a number of performance indicators as part of the National Indicator set. The list below gives some of the most relevant examples:

- NI 02 - % of people who feel that they belong to their neighbourhood.
- NI 06 - Participation in regular volunteering (LAA indicator).
- NI 08 - Adult participation in sport (LAA indicator).
- NI 50 - Emotional health of children (LAA indicator).
- NI 055 - Obesity among primary school aged children in reception year.
- NI 56i - % of children in Y6 with height and weight recorded who are obese (LAA indicator).
- NI 57 - Children and Young People participating in high-quality PE and sport (LAA indicator).
- NI 110 - Young People's participation in positive activities.
- NI 119 - Self reported overall health and well-being (Corporate Plan Priority indicator).
- NI 121 - Mortality rate from all circulatory diseases at ages under 75.
- NI 120 - All age all cause mortality (Corporate Plan Priority indicator).
- NI 137 - Healthy life expectancy at 65.
- NI 056 - Obesity among primary school age children in Year 6.
- NI 163 - Working age population qualified to at least Level 2 or higher.
- LI 4004 - Life expectancy at birth (Corporate Plan Priority).

Community Use Agreements

Community Use Agreements are made between a school and the Local Authority in order to make the facilities of the school available (when their use is not required by the school) for use by the local community. This development supports the need for community access as part of the Extended Services Core offer, and also the identified need for access to sport and physical activities highlighted by the Darlington Sport and Physical Activity Strategy and the Darlington Playing Pitch Strategy (2009).

The Authority has primary responsibility for the provision of sport and physical activity facilities for use by, and for the benefit of communities in the Darlington area. Community Use Agreements that are made on terms that are mutually agreeable with schools, strengthen the Local Authority's ability to fulfil that responsibility.

Many schools in Darlington that have had new facilities are **required** to have Community Use Agreements as part of their planning conditions, as mitigation for the loss of playing fields.

A template is provided in Appendix H, although each agreement should be tailored to the circumstances and needs of each school.

For further information on Community Use Agreements contact:

Sport and Physical Activity Development Manager:
☎ 01325 254370

Emma Reah
emma.reah@darlington.gov.uk

Structure of the Guidance

This guidance document is set out in 4 main sections, each with some key questions to enable your school to gain an insight into the issues relating to opening up your facilities for wider community use. Model pro formas and lettings procedures that can be adapted to suit the needs of your school are included for your use in the appendices.

Section 1 - Government Expectations and Charging¹

So what does the Government expect?

Many schools already offer access to sports, arts, ICT facilities and adult learning for their local communities as well as their own pupils and families. Schools are often the only local community resource, offering much-valued facilities for clubs and adult learning. Schools themselves can also benefit from community use, for example by better engagement with, and improved health and qualification levels within their local communities.

Schools should charge the communities for using their facilities, and will need to ensure that their charges include adequate cover for additional and 'hidden' costs such as site management, heating and cleaning. However, schools will also wish to ensure that access is affordable for particular individuals and groups. Many schools operate a separate 'tariff' for such groups, charging them at cost, rather than at a profit, to help support their work. Further information about charging is provided on pages 5-7.

In some cases charges will also be made for adult learning, but Darlington Borough Council may be able to fund opportunities in line with our local strategy. The authority may also be able to arrange and staff provision for your site as part of our role in reaching the local community.

For further information and advice contact:

Foundation Programme Manager:
☎ 01325 248021

Alaine McCartney
alaine.mccartney@darlington.gov.uk

What is the Law on Charging?

Where schools offer extended activities through third-party providers from the voluntary and private sectors, whether on the school site or elsewhere, those providers are **not** subject to any of the following legal constraints. However, schools providing activities direct must comply with the law, as follows:

- Every school Governing Body must devise and publish a statement of general policy on charging, which meets the requirements of the law. A school cannot make any charges to parents unless this policy is in place (the relevant regulations are summarised in the *Guide to the Law for School Governors* and in *Guidance on Charging for School Activities*.)

For further information and guidance on lettings and charging procedures please refer to section 7d of the Schools Procedural Manual, a copy of which can be obtained from the DBC Schools Finance Team.

- School Governing Bodies have powers to provide any facilities or services that further any charitable purpose for pupils, their families and for people who live and work in the local community. This includes childcare.
- Any profits made by a school from providing facilities or services must be reinvested in the school or in the service.

¹ Source Islington LA 'Community Use of Schools 2007', Portsmouth City Council 'Guidelines to Charging for Extended Services 2007', DCSF 'Planning and Funding Extended Schools 2006'

How can schools use their delegated budgets?

Schools **can**:

- Use their delegated budgets to support or subsidise extended activities that bring an educational benefit to any children, but not to support extended activities that are **solely** community facilities such as sports activities for the local community
- Report separately income and expenditure on community facility activities
- Schools **cannot** use their delegated budget to support childcare provision.

How do we ensure sustainability?

Families need to be able to base important decisions, such as returning to work, on the reliability of services, particularly childcare and holiday provision, offered through schools so it is crucial that the services offered should be well researched, robust in their business planning and realistically costed. Charging enables schools to enhance the quality and frequency of the extended opportunities they offer and to make these more sustainable and as such, more reliable for families in the long term. Childcare **should** be charged for (except for the free entitlement) but parents on lower incomes may be eligible to reclaim up to 80% of the costs through the childcare element of the Working Tax Credit.

Schools should carefully consider the charges made to third party organisations as the services they offer could support the community of the school and beyond significantly. Schools and other organisations can also draw on a very wide range of other public funds, as well as private and charitable grants, to sustain activities, partnerships and collaborative arrangements.

How do we set charges?

Once the actual costs of a letting have been calculated a school will want to establish or review its charging policy. A school may want to have a number of different levels of charges, e.g. 'Commercial' and 'Community' and may prefer to offer some lettings for free.

Further information and advice is available through your SLA with Darlington Borough Council's Finance Team.

Commercial Lettings	Intended to raise funds for the school (e.g. allowing the school playground to be used for car-parking or a regular car-boot sale/market, or letting the school hall for weddings). In setting charges for commercial lettings schools may wish to investigate costs set by other local premises (e.g. church halls, tenant community halls) to gauge the competitiveness of the proposed charge.
Community Lettings	Lettings charged at cost or slightly above cost.
School Subsidised Lettings	Schools may wish to subsidise certain activities that benefit pupils, their families and the wider community. These services can be subsidised from external sources (e.g. grants), or profits from any other lettings (e.g. commercial lettings). They may also be funded from the School's delegated budget, if it can be shown that it is providing educational value. Schools may also like to offer free use to an organisation in return for another service being provided to the school e.g. a football club coaching school children for free is allowed a free rental of the sports hall in return. When deciding how to allocate funds schools will want to take into consideration their overall financial situation.

How do we calculate the actual costs to the school?

Several elements should be taken into account in calculating the actual costs of a letting. Apportioning costs may be difficult and it may be necessary to simply estimate these. Governors will need to decide

if whole cost recovery (the total cost of using the facilities including all overheads) or incremental cost (only the additional cost) is charged. The cost to the school will vary at different times and this should be reflected in the charges made to third parties. Charges should include:

Premises management	<p>The Head will need to agree the hours and levels of service required of the Premises Management staff for each letting, and also consider the impact on cleaning. These may vary from simply unlocking the premises at the start and locking up at the end to attendance throughout the function if required.</p> <p>DBC HR and Corporate Services have produced a 'School Community Use Payments Procedure' providing guidance on payment of caretakers to facilitate community use of school buildings.</p>
Equipment Hire	<p>Basic equipment will be included in the premises cost. Specialist equipment may be hired separately; VAT must be paid on any equipment hire (see section on VAT on pages 7-8).</p>
Heating, light and wear & tear	<p>These can be calculated from the known annual energy budget, and an estimate of the percentage of the school used for the letting.</p>
Management administration	<p>It would be appropriate to include an element for other costs incurred by the school in managing lettings (management and administration, insurance, etc) when calculating the overall cost of a letting.</p>

Pricing Structure

Page 7 offers suggestions on a pricing structure that schools may wish to consider when producing a charging policy. Charges for various facilities are listed with a sliding scale, and a school may choose an exact price point within that scale dependent for example on the quality of the facility being offered.

Likewise, if the activity supports the needs of a school's community through a private letting or a partnership agreement with a third party, it is recommended that schools will reduce lettings charges accordingly

It remains the Governing Body's responsibility to set charges for school lettings and as such the following schedule is offered as guidance only.

FACILITY		Recommended Hourly Charge	
		(£)	
		Adult	Junior
2	Tennis Courts (Outdoor)	5.00-10.00	5.00-10.00
3	Sports Hall	25.00-35.00	15.00-25.00
4	Dance Studio	10.00-20.00	10.00-20.00
5	Adult Grass Pitch	23.00-33.00	13.00-23.00
6	Swimming Pool	35.00-45.00	30.00-40.00
7	3G Turf – Full Pitch	70.00-80.00	35.00-45.00
8	3G Turf – Small Pitches	30.00-40.00	20.00-30.00
9	Cricket Nets	25.00-35.00	
10	Classrooms/Small Hall (inc ICT, Food Tech, Music, Art, Textiles)	15.00-25.00	10.00-20.00
11.	Main Hall	30.00-40.00	20.00-30.00
12.	Meeting Room	15.00	

All charges suggested are for use on Monday to Saturday. For use on Sundays, please allow for extra salary costs for care taking. Please refer to DBC 'School Community Use Payments Procedure' for further information.

Figures do not include VAT. VAT should be added to charges when specialist facilities are used for sporting activities, e.g.: gymnasium, sports hall, swimming pool, netball/tennis courts, cricket net/pitch, football/hockey pitch.

However, VAT should not be added if the booking covers a series of lettings extending over a period (generally 3 calendar months) and consists of at least ten individual hire periods occurring not less frequently than once a fortnight. Further information on VAT is provided below.

When do we need to charge VAT?

Sports Facilities

The letting of rooms for non-sporting activities is exempt from VAT. If you let sports facilities for playing any sport or for taking part in any physical recreation VAT is chargeable at the standard rate. But, if the let is for over 24 hours or is for a series of sessions VAT may be exempt.

Premises are classed as sports facilities if they are designed or adapted for playing any sport or taking part in any physical recreation e.g. swimming pools, football pitches and dance studios. Each court or pitch is a separate sports facility.

For further information please refer to DBC 'Extended Services Health and Safety Guidance'.

Other Facilities

Income from other lettings such as classrooms, dining rooms, kitchens, etc. is always exempt from VAT as they are classed as "rights over land".

In these circumstances, where an extra and separate charge is made for the hire of equipment, e.g. pianos, furniture, staging, lighting, electricity, etc., VAT is due at the standard rate on the equipment hire.

Example Scenarios	VAT Liability
Hire of non-sports facility for non-sporting event (e.g. classroom, hall, etc).	Exempt
Hire of non-sports facility for sporting event, but equipment is not provided (e.g. classroom, hall, etc).	Exempt
Hire of sports facility for non-sporting event (e.g. children's party, disco, political or religious meeting, etc).	Exempt
Hire of sports facility for sporting event (e.g. sports hall, football pitch, gym, etc.).	Standard Rated
Hire of sports facility for sporting event that exceeds 24 hours (e.g. sports hall, football pitch, gym, etc.).	Exempt
Hire of sports facility for sporting event that adheres to the rules governing a 'series of lets' (e.g. sports hall, football pitch, gym, etc.) as detailed on the previous page.	Exempt

For further information and advice please contact:

Value Added Tax (VAT) Officer: Paul Hawman
 01325 388399 paul.hawman@darlington.gov.uk

Financial Services Manager: Elaine Hufford
 01325 388447 elaine.hufford@darlington.gov.uk

Can alcohol be sold or served?

Alcohol can be served, without the need for a liquor licence as long as a charge is not being made. Associated risks of alcohol being served should be included in the risk assessment for the event/activity.

A licence must be obtained if alcohol is to be sold at any event; selling alcohol without a license to do so is a criminal offence. An individual from either the School or the organisation making the letting can apply for the licence, but this needs to be the person who will be responsible for, and present at the event as **licenses are made to individuals, not to organisations.**

A licence application fee will apply and applications must be received at least 10 working days before the event takes place. Any applications received less than 10 working days cannot be granted.

Will any music concerts and performances require a public entertainment licence?

A public entertainment licence is not necessary where a function is not open to the public i.e. where it is held for school students, former students, parents and friends, or for members of a club only. A licence is required for music, dancing, plays or films that are open to the public, whether or not an entrance fee is paid.

Before such a licence is issued the premises may be inspected to make sure they are safe, that the premises meets the fire regulations for the proposed use, and to establish the maximum number of people the premises can safely accommodate.

The application form, notice period, fee and application process is the same set out in the above section on alcohol.

For further information of advice please contact:

Licensing Officer:
☎ 01325 388577

Dave Morrison
dave.morrison@darlington.gov.uk

Section 2 - Health and Safety

Who owns school premises and who can make lettings?

Darlington Borough Council owns community schools and Voluntary Aided schools are owned by their Trustees. School Governing Bodies have day-to-day control over what happens in school buildings and grounds, and have responsibility for deciding the use of school facilities both during and out of school hours. Governing bodies usually delegate this responsibility to the Head Teacher. Both types of school can grant occasional or sessional use of school premises by means of a letting agreement. Appendix E provides templates that can be adapted for use in your own school.

Under our current arrangements with schools funded through Private Finance Initiative (PFI) third party usage is undertaken by a facilities management company.

Care needs to be exercised where a letting intensifies to the point that the user has virtually exclusive use of part of the school as this could lead to issues around tenancy rights and may affect National Non-Domestic Rates.

For further information and advice please contact:

School Premises Development:
☎ 01325 388026

Rachel Jones
rachel.jones@darlington.gov.uk

What kinds of activities are allowed?

The Education Act 2002 gives Governing Bodies of all maintained schools the enabling power to provide, or enter into contracts to provide, facilities and services that *'further any charitable purpose for the benefit of pupils at the school or their families or people who live or work in the locality in which the school is located'*.

Possible activities include:

- Childcare
- Cultural and sporting activities
- Adult and lifelong learning
- Youth services/Connexions

- Health care and social services
- Community groups
- Supplementary schools
- Faith groups
- Other services for children, young people and their families

How do we assess the suitability of our school for use by others?

Schools will already have a good idea which parts of the building will be available and practical for use by others. An assessment should include the views of the people who use and maintain the facilities. It should also take into account the school's general risk assessments and fire procedures.

A simple assessment tool is enclosed at Appendix B to help schools to make a written judgement. This task may be carried out by a Head Teacher or delegated to another appropriate member of staff. It would be best completed during a tour of the school involving all relevant parties. A written assessment can be useful in reporting to Governors and referred to when drawing up publicity material.

It is unlikely that an entire school would be assessed as unsuitable or impractical for community use. However, if certain areas of the school are not suitable or practical for others to use then there is no need to make them available.

For further information and advice please contact:

School Premises Development:
☎ 01325 388026

Rachel Jones
rachel.jones@darlington.gov.uk

Can we let the school kitchens?

Schools will be aware of the complexities regarding health and safety in the use of school kitchens, and the need to be certain that the facilities are ready for use for preparing school meals. Schools may therefore only want to allow outside organisations to use the kitchen under the supervision of school kitchen staff. School staff could be contracted to provide food for outside organisations, or a member of the school staff might oversee the use of the kitchen by others. Anyone working in a school kitchen should have basic food hygiene training.

Where schools are part of the Council's school meal contract the use of school kitchens and kitchen equipment by others would need to be negotiated with the contractor.

The cost of the use of the kitchen, and any additional staffing, should be included in the cost of the letting, if appropriate.

For further information and advice please contact:

School Meals Catering Manager:
☎ 01325 347561

Lynn Wake
lynn.wake@darlington.gov.uk

Are these activities covered by our insurance?

Schools have public liability insurance for all activities that take place on their premises and in their grounds. Any extended services/activities therefore, which are directly provided by the school have cover within this group policy.

Where services/activities are commissioned and delivered by a third party, or a third party is simply hiring the school facilities to provide an activity, the third party must have their own Public Liability Insurance to cover them in the event of their being held liable for damage to school property and/or

injury/loss to individuals. This insurance should have a minimum level of cover of £5 million and the school should obtain a copy of the insurance certificate (in advance of the letting) to confirm that valid cover is in place.

If the third party doesn't have appropriate insurance (normally private individuals or small independent groups), include them on the Council's Third Party Hirers' Insurance Policy. Further details are provided in Appendix D.

For further information and advice please contact:

Risk and Insurance Manager:
☎ (01325) 388324

George Cornforth
george.cornforth@darlington.gov.uk

What are our duties under Health and Safety?

People's health and safety is a key priority at any time and should not be forgotten when developing or accommodating extended services. It is essential that potential risks are identified and appropriately managed to avoid incidents occurring and/or insurance claims against the school. Potential health and safety issues could include:

- **Suitability of premises and access**

Are the premises suitable for the intended activities, the age of the people, the size of the group? How easy are the premises to find? Access and exit routes should be well lit and well signed. Consider physical access for anybody with additional needs, especially mobility difficulties

- **Health and safety measures**

The school should already have a health and safety policy, but make sure that the different uses of the building and the new activities on offer are covered. You also need to undertake a risk assessment for any new activities that may be developed as part of extended services. The Appendices F and G will help with this

- **Caretaking and cleaning**

Have you considered the effect that extended services will have on when maintenance can be carried out? This is particularly an issue when the school is used at weekends or over holidays. Cleaning rotas may also need to be altered to take account of extended use of facilities.

- **Personal Safety (including Child Protection)**

Will staff/volunteers be working alone? Are there any procedures in place to manage any risks this may bring? Child protection issues should also be considered in all planning and practice in extended services, where arrangements and circumstances can differ from normal day to day school practice. Further information on safeguarding is provided at the end of this section.

Risk Management

It is essential that potential risks are identified and appropriately managed to avoid incidents occurring and/or insurance claims against the school. A new user coming into the school may give rise to new risks that will need to be addressed through alterations to premises, or the way in which they are managed.

Risk assessments need to be completed by the school for **all** school activities taking place on the site. As part of its duty of care, the school should also carry out appropriate risk assessments in advance of lettings to ensure that rooms/facilities to be provided meet the user's requirements. It should also operate a system of pre and post inspection of facilities before and after each letting. Organisations or individuals using school facilities should also be asked to complete risk assessments and schools should keep a copy on file.

A Health and Safety checklist can be found in Appendix F, if the answer to any of the questions is 'no', a risk assessment may need to be carried out. A template for this is included in Appendix G

For further information and advice please contact:

Risk and Insurance Manager:
☎ (01325) 388324

George Cornforth
george.cornforth@darlington.gov.uk

How do we safeguard and protect children?

Schools need to ensure that they do not allow unsupervised access to children (or vulnerable adults) by adults who have not been subject to the necessary enhanced Criminal Record Bureau Check. Regardless of local authority procedures, it is the Governing Body's responsibility to ensure that safe recruitment checks are carried out in line with *Safeguarding Children and Safer Recruitment in Education*.

Safeguarding is not just about protecting children from deliberate harm. It includes issues for schools such as:

- health and safety
- bullying
- racist abuse
- harassment and discrimination
- use of physical intervention
- meeting the needs of pupils with medical conditions
- providing first aid
- drug and substance misuse
- educational visits
- intimate care
- internet safety
- issues which may be specific to a local area or population, for example gang activity

The Governing Body of a school controls the use of the school premises both during and outside school hours, except where a trust deed allows a person other than the governing body to control the use of the premises, or a transfer of control agreement has been made.

Requirements placed upon schools relating to existing staff and volunteers at the school will extend to incorporate those involved in the provision of extended services. So where the Governing Body provides services or activities directly under the supervision or management of school staff, the school's arrangements for appointments, recruitment and vetting checks and record keeping will apply.

Where a third party is responsible for running the services the Governing Body should seek assurance that the body concerned has appropriate policies and procedures in place in regard to safeguarding children and child protection, and there should be clear lines of accountability and written agreements setting out responsibility for carrying out the recruitment and vetting checks on staff and volunteers. This also applies in the case of Sure Start Children's Centres, which are increasingly situated on school sites.

Schools that choose to provide their childcare through private or voluntary sector providers should use Ofsted registered providers for children aged under eight years. It is the responsibility of the childcare provider to make sure that any new members of staff or new people who live or work on the premises are suitable to care for or have regular contact with children. Under the national standards for under eights day care and childminding the registered person ensures that a person who has not been vetted

is never left alone with children. Where the provider is not registered with Ofsted (i.e. where the provision is for children over eight only), the school should check that the provider has made such checks and has arrangements in place to carry them out.

Further information can be found at: www.teachernet.gov.uk/childprotection

Written agreements should be in place with any third party providers or groups using the site. These should set out the respective responsibilities of the Governing Body and those of the provider or group including areas such as health and safety and recruitment and vetting checks. Third party groups should also be able to demonstrate appropriate child/adult ratios and have contingency arrangements in place for emergencies or the unexpected e.g. arrangements for managing in the event that a child is not picked up after a session run by a provider.

Where services are being developed, the schools' insurance provider should be consulted to ensure that the provision is covered adequately and all staff and providers working on or managing the site out of hours should have training on issues such as emergency evacuation procedures.

The following examples do not make up definitive guidance, but show how risk can be considered in deciding whether a CRB Disclosure is appropriate.

Case Study:

A primary school provides an after school club for 1.5 hours every weekday. The school governors ensure that checks (including CRB) are undertaken on all the staff other than those who already work in the school. The governor with special responsibility for child protection issues makes sure that appropriate records are kept, (information also to be recorded on the schools single central record) that they are secure but accessible to anyone authorised to see them. Where services or activities are provided separately by another body, the governing body should be satisfied that the provider concerned has appropriate policies and procedures, including those for staff appointments in place in regard to safeguarding children and child protection and there are arrangements to liaise with the school on these matters where appropriate.

Case Study:

Mr Higgins has a contract with the governing body of a primary school to provide a breakfast club, called Great Nosh for Hungry Kids. Before the contract with Mr Higgins was signed, the school governors asked to see a copy of his recruitment and checking procedures and child protection policy and made arrangements to review these annually (copy of documents to be retained for the school which should include a list of all staff to be used on the site, details should be recorded on the single central record and identity checks made) Mr Higgins was also asked to include in his procedures that he would pass on to the school any child protection concerns that he might have. The governors agreed that they would reciprocate in providing such information to Mr Higgins if there were similar concerns that might impact on the club.

Darlington Safeguarding Children Board's Multi-Agency Child Protection Procedures are now web-based and are accessible at www.darlington.gov.uk/cprocedures

For further information and advice please contact:

Children's Services Human Resources

☎ (01325) 388395

Safeguarding Children Officer:

☎ (01325) 346750

Colin Pearson

colin.pearson@darlington.gov.uk

Section 3: Equality and Diversity

Disability is not caused by a person's impairment of physical, mental or sensory functioning but by a lack of access to the things that person needs to be able to enjoy the same opportunities as others.

The Demos publication Equally spaced ¹ provides a useful summary of the basic qualities of good quality public space:

- Multi-use
- Accessible and free (or low cost)
- Clear lay-out
- Local in character
- Adaptable
- Not restricted by gender, race, culture etc

Darlington Borough Council is taking steps to ensure that their services are equally accessible to all people, free from discrimination and sensitive to the needs of all local communities.

Governing bodies will be aware of the law relating to schools and the delivery of the curriculum, but should note that there are slightly different requirements to be met where other services are provided.

How can we support access to our facilities?

If community activities are being delivered from the school site, Darlington Borough Councils Disability Equality Duty (impact assessments) and the Disability Discrimination Acts 1995 and 2005, including the amendments of 2006, requires service providers to make 'reasonable adjustments' either to their premises or the way they provide services, and to take all opportunities to improve access to the building and services.

Schools and Governing Bodies will already have a good idea which parts of the building will be available and practical for use by others; however, any assessment of the building should take into account use of the building by disabled people. If accommodation is to be made available for use by the local communities, governing bodies should review their access audits and disability impact assessments to ensure that any changes needed are identified and taken into account. E.g. it is essential to ensure accessible WCs are available and the building is assessed with regard to means of escape in case of fire. An area should not be deemed inaccessible, unsuitable or impractical for community use without full consultation being carried out with DBC Building Control. This consultation and review should also consider what opportunities are available to improve access to the building and services.

It is also important to remember that accessibility is not just about people with mobility difficulties. Consideration needs to be given to the needs of people with visual or hearing impairment. Is the signage suitable? Are hearing loops or sound field systems provided? Where the proposals and/or these checks identify a need for modifications to school premises and facilities, details should be shared with Darlington's Corporate Services so that a "landlord's appraisal" can be carried out and to ensure that the proposals are technically feasible and reasonable.

Planning permission and Building Regulation approvals are normally needed for any adaptation or modification works. It is recommended that schools inform the Corporate Services department of all changes they intend to make to premises where the public have access, to ensure that all points can be considered.

¹ Equally spaced? Public space and interaction between diverse communities by Hannah Lownsborough and Joost Beunderman: Demos
<http://www.demos.co.uk/files/Equally%20Spaced.pdf>

For further information and advice please contact:

Principal Building Control Officer:

☎01325 38844

Dave Curry

dave.curry@darlington.gov.uk

Principal Building Control Officer and Access Officer:

☎01325 388645

Jim Gallagher

jim.gallagher@darlington.gov.uk

Capital Projects Manager:

☎01325 388870

John Bell

john.bell@darlington.gov.uk

Policy Development Officer:

☎01325 388949

Janet Walke

janet.walke@darlington.gov.uk

Section 4: Communication and Marketing¹

How can we publicise the availability of school premises?

A good place to start letting people know about the availability of your school facilities can be through existing channels of communication; for example school newsletters, flyers distributed to families, notice boards or school websites. When putting together publicity material it is important to ensure there is a clear point of contact included for people making enquiries. Providing pictures, rates and contact details are all likely to increase interest in the facilities that are being advertised. Other ideas for advertising school facilities include:

- Leaflets, flyers, posters in well used community venues such as local shops, libraries, Children's Centres.
- Articles or adverts in local publications such as the Town Crier (communications@darlington.org.uk)
- Directly approaching a sports club, arts organisation or community group to discuss promoting the facilities through their networks
- Including school details and lettings information on the Darlington Children and Young Peoples Directory

It is important to match your publicity medium to the audience that you are trying to reach. For example there is no point deciding to use just email if most of your target audience don't have Internet access. Leaflets in school reception will not reach parents who only come to parents' evenings. The most appropriate places to advertise school premises will depend upon:

- The type of facilities available
- The target audiences
- The priorities for lettings agreed in the lettings policy
- The availability
- The cost of advertising.

Posters and leaflets

Posters and leaflets are a good way of giving your audiences the key information you want them to know. Make sure they're eye-catching. For instance:

- Reflect your key messages in the text you use.
- Keep text short and snappy.
- Use photos or illustrations (such as a cartoon) to sum up quickly and concisely what you're trying to say.

¹ Source DCSF 'Publicising Your Extended Services 2008', Islington LA 'Community Use of Schools 2007'

- Commission your own pictures or use a photo library, such as; www.istockphotos.com where you can buy generic photos. There are also many royalty-free photo websites.
- Whether you're taking your own photos or supervising a photographer, make sure you get parents' permission if children appear.
- Use a simple design that can easily be photocopied. It's cheaper than printing.

Open days and events

Open days, parents' evenings, taster sessions and other events are good ways to attract new users and keep current ones involved and informed. You can take the opportunity to showcase what you do, demonstrate the broad range of services and activities available and answer questions.

Press Releases

Press releases about activities within the school could make reference to the availability of the school facilities for hire. Before you get in touch with the media, contact DBC press office to share your plans. You'll avoid overlapping with any promotions they've already planned, and they might also be able to offer you useful advice or hands-on help. Press releases are an effective way of generating awareness of successful and innovative activities, they can be used to provide information about forthcoming events, success stories or anything you think is newsworthy. When writing press releases for activities the Council's Communications teams are available to assist you in putting the press release together and issuing it to the local media.

For further information and advice please contact:

DBC Communications Unit
☎01325 388012

communications@darlington.gov.uk

Parental Consent

It important to be aware that the responsibility of ensuring that parental consent has been given for images of children taking part in activities lies with the school. Photographers need to be made aware of any issues surrounding parental consent before they come into school. Consent forms sent out to parents on an annual basis can be amended to take into consideration the possibility of their child's image being used in press articles relating to the school. In this way consent forms will not need to be sent out every time there is the possibility of images of activity being shared with the media.

Reacting to the Media

The majority of dealings your school has with the media will be proactive and used to raise the profile of the school and celebrate the achievements of pupils, however it is important to be aware of what steps to take when dealing with other requests from the media. If you are approached by the media for a comment or reaction to a particular issue you should get their contact details and call them back, so you have some time to look into the matter. You may want to consider taking advice for the Councils Communications team who deal with journalists on a daily basis.

For further information and advice please contact:

Head of Communications:
☎01325 388012

Cassandra Ferguson
communications@darlington.gov.uk

DBC Communications Unit:
☎01325 388012

communications@darlington.gov.uk

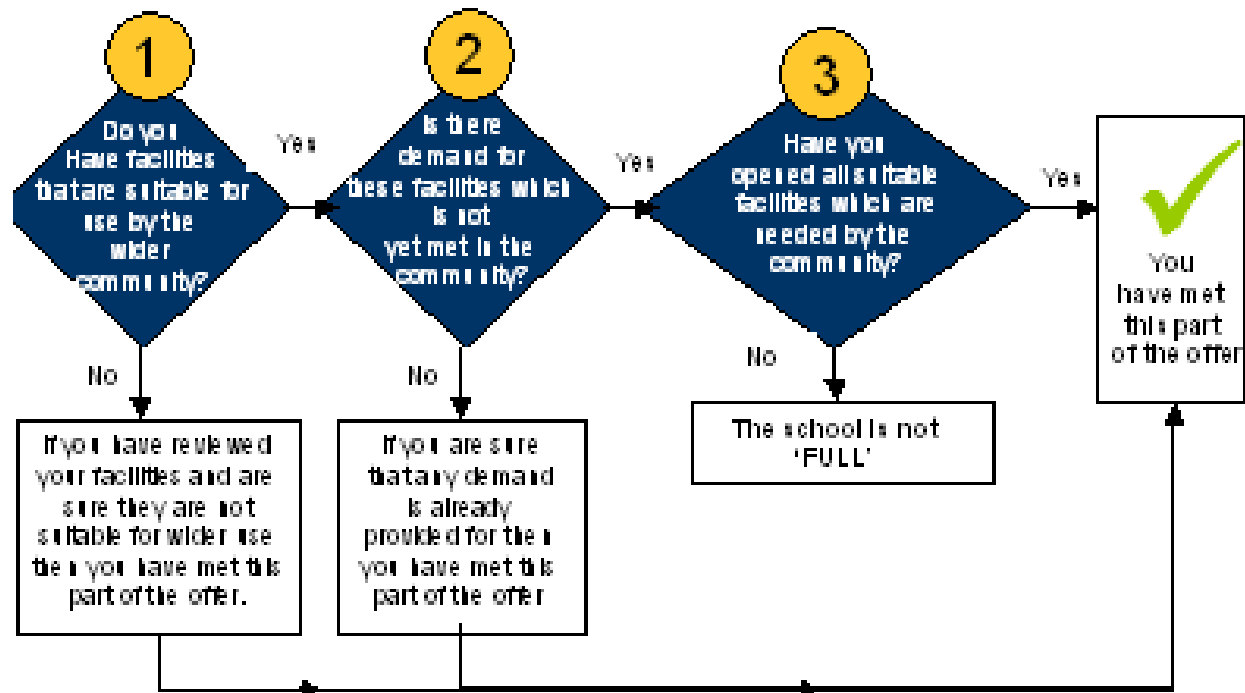
Families Information Service:
☎01325 388855

Appendix A

How do schools deliver community access as part of the Extended Services Core Offer?

WHAT IS THE OFFER?

Where the school has facilities suitable for use by the wider community, it should look to open these up, where possible, to meet wider community needs. The school should take a role in supporting the development of the youth offer in the community by opening up its facilities to youth organisation/services as appropriate. The school should also offer access to adult learning programmes.



Appendix C

Information about School Facilities to Hire

Name of School	
Address	
Phone Number	
Website and email address	
What facilities are there available to rent (including sizes of them)? Are they marked out? (e.g. football pitch)	
Football Pitch	
Hall	
Classroom	
Badminton court	
Other	
Will the school be setting up equipment that is needed?	
Is the area accessible for people with a disability?	
Is car parking available?	
Additional equipment available (e.g. tables and chairs)	
Is there a kitchen available	
Cost of hiring rooms	
Are there any additional costs (e.g. cleaning / caretaker)	
Contact name, telephone number and email of caretaker for emergency contact	
Regular or one off bookings wanted	
Are outside areas lit?	
Are there changing facilities?	
Are toilets available?	
Does the venue have a public entertainment licence?	
Can school facilities be used during school holidays?	
Other useful information	

Appendix D

Copy of the Group Third Party Hirer's Insurance Policy



keyfacts

Summary of cover

Third Party Hirers Liability Policy

Policyholder: Darlington Borough Council
Policy Number: TP-08U002-0023

This leaflet provides a summary of the significant features, benefits and limitations of the cover provided by the Zurich Municipal Third Party Hirers Liability Policy. The full terms, conditions or exclusions are shown in the policy document, which can be obtained from Zurich Municipal.

The Policy Provides:

Indemnity against specified risks of accidental injury and accidental damage to the premises or its contents.

Period of Insurance

The policy cover runs for 12 months and is renewable annually on the 1st June
Insurance is provided for the hirer in respect of accidental injury and accidental damage to the premises or its contents for the period of the hire subject to the limits shown below.

This Policy covers the hirer as specified in the Schedule for hiring premises belonging to the Policyholder named above.

Summary of Benefits & Limits

Property Insured:

Limit:

Limit of Indemnity	£5,000,000
Accidental damage to premises or contents of premises	£1,000,000

Zurich Municipal, Southwood Crescent, Farnborough, Hants, GU14 0NJ

www.zurichmunicipal.com

Zurich Municipal is a trading name of Zurich Insurance Company. A limited company incorporated in Switzerland. Registered in the canton of Zurich No. CH-020.3.929.583-0. UK branch registered in England No. BR105. UK Head Office: Zurich House, Stanhope Road, Portsmouth, Hampshire PO1 1DU. Authorised and regulated by the Financial Services Authority.

Summary of Exclusions

Products Liability

- Any Injury or damage caused by goods sold, supplied, repaired, altered, treated, erected or installed by the Hirer.

Liquidated or Punitive Damages

- Any amount in respect of:
 - Liquidated damages fines or penalties which attach solely because of contract/agreement
 - Punitive or exemplary damages
 - Fines

Vessels & craft

- Injury or Damage arising out of the use of or caused by any vessel/craft designed to travel in, on or through water, air or space

Defective Work and Damage to Products

- The cost of rectifying defective work carried out by or on behalf of the Hirer
- The cost of recalling, removing, repairing, replacing or making any refund on the price of any goods or property sold or supplied by the Hirer to the goods or property itself.

Professional Liability, Errors and Omissions

- Injury or damage resulting from errors or omissions in advice, design or specification provided by the Hirer.

Motor

- Injury or damage arising from the ownership, possession or use by or on behalf of the Hirer of any mechanically propelled vehicle or any attached trailer which is licensed for road use.

Pollution or Contamination

- Injury or Damage, which arises directly or indirectly out of pollution or Contamination other than caused by a sudden, identifiable, unexpected incident that takes place in its entirety at a specific time/place during the Period of Insurance.

Political or Business use

- Any injury or damage arising out of the use of premises for meetings organised by political parties, or for commercial or business use.

Excess

- The insurer is not liable for the first £100 of each & every claim for damage to the premises or contents caused other than by fire or explosion.

Courts Jurisdiction

- Any claim made or brought
 - in the United States of America or Canada or territories under their jurisdiction.
 - Under or in consequence of any judgement or order in or under the laws of the United States of America or Canada or territories under their jurisdiction

Radiation

- Injury, damage to any property or any loss or expense resulting or arising from radioactivity from any nuclear fuel, radioactive, toxic or hazardous properties of any nuclear component or assembly.

War Risks or Government or Public Authority Order

- Any consequence of war, invasion, seizure or destruction by the government or any public authority.

Date Recognition

- Injury or damage directly or indirectly caused by or contributed to the way in which a data processing system responds to or fails to respond to any true calendar date

Procedures for notifying a Claim

You should contact the Policyholder at the address below if you want to make a claim:

You will notify a claim as soon as possible, and within 30 days of the claim (7 days in respect of riot or malicious damage) provide full details including supporting evidence in writing to us.

You will also notify the Police as soon as possible in the event of theft or malicious damage.

Procedures for making a Complaint

At Zurich Municipal we always endeavour to deliver a quality service but we recognise that very occasionally things may go wrong. If you have any cause for complaint, you should in the first instance call or write to either your normal point of contact or the office that issued your policy. Please quote the details of your policy (your policy number, your name, your organisation's name, etc.) If the matter is not resolved to your satisfaction, please write to the Manager of the office that administers your policy. In the unlikely event that you are still not satisfied with our response, please write to our Chief Executive at:

Zurich Insurance Company
The Grange
Bishops Cleeve
Cheltenham
Gloucestershire
GL52 8XX

E-mail: chiefexecutive@uk.zurich.com

If you are still not happy with the way we have dealt with your complaint, you may have the right to ask the Financial Ombudsman Service to review your case:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR
Tel: 0845 080 1800
Email: complaint.info@financial-ombudsman.org.uk

NB. The above does not affect your legal rights.

Cancellation Procedures

We may cancel your policy by giving you 30 days written notice by recorded delivery to your last known address. We will refund the premium for the remaining days when we will not be on cover.

Appendix E

-----School Facilities Booking Application Form (FB1)

Hirer	Full Name:		
	Address:		
	Postcode:		
	Telephone (daytime):		(evening):
	Email:		
If acting on behalf of a business, club, organisation etc please state its full name and address plus your position there			
Name of organisation:			
Address:			
Your position in the organisation:			
Areas and Facilities Hired	<i>Day & Date of Event(s)</i> (If booking a series of dates please circle them on the calendar attached to this form.)	<i>Area/Facilities</i>	Times of Hire
			From To
Further details	Event Title		Equipment Required (please list) Please note that hirer's own electronic equipment must be PAT tested. We can arrange this for a fee if necessary.
	Is the event/activity exclusively for 0-19 year olds? <input type="checkbox"/> Yes <input type="checkbox"/> No		
	Expected Numbers		
Payment (Please see charges attached)	Amount per event	<i>First month's payment</i> (To be returned with this agreement)	
	Please make cheques payable to -----School		

Declaration	<ol style="list-style-type: none"> 1. I undertake to pay the appropriate hiring charges 2. I have read and agree to be bound by the TERMS & CONDITIONS OF USE 3. I agree to indemnify the council against any claims for loss or damage or personal injury or any associated costs arising from this agreement <p>Signature:</p> <p>Date:</p>
Return	<p>Once fully completed, this application form and a copy of your public liability insurance certificate (if applicable) must be returned to:</p> <p style="text-align: center;">The Lettings Clerk -----School ----- Darlington -----</p>

FOR OFFICE USE ONLY

Agreement	Approval of hiring by Head Teacher
	Date

Payment		£	p
	Fee payable for first month		
	Insurance fee (if applicable) @ 7½%		
	VAT (if applicable) to be charged at standard rate		
	Total Payable		
Customer Number:			

TERMS & CONDITIONS OF USE (FB2)

These terms and conditions, together with the form of application to hire the school, shall constitute the contract between the council and the hirer(s)

Application

1. Application for hire must be made on the application form provided which will form the basis of a licence to use -----School premises.
2. If an organisation is hiring the accommodation both the organisation itself and its members are jointly and severally liable under this agreement.
3. The hirer must ensure that everybody making use of the accommodation complies with the conditions of use.
4. This agreement is personal to the hirer and may not be assigned to any third party.
5. The number of persons using any hired property/premises shall not exceed the number advised by the hirer and authorised by the school.

Cancellation

6. There will be at least two weeks notice, in writing to the Lettings Clerk, for any cancellation of a booking made by a hirer. Cancellations made after this date will be charged at half the booking fee.
7. The school reserves the right to cancel any licence at any time in the event of the school requiring any hire property for school purposes or for any other reason which is considered necessary by the school. This may be at short notice.

Payment

8. The first month's fee is payable in full upon signing this agreement.

Indemnity and Insurance

9. The hirer shall be responsible for all damage caused and shall indemnify the school against all loss, damage and expense unless due to the negligence of the school and any such damage shall be reported immediately to the school.
10. Any damage caused to the accommodation (or elsewhere in the school) shall be compensated to an extent considered reasonable at the discretion of the school within seven days of a written demand.
11. The hirer shall indemnify the school against all and any expenses, liability, loss, claim and proceedings arising in respect of personal injury to or death of any person or damage to any property arising directly or indirectly from the use of the accommodation unless due to the school's negligence.
12. The hirer shall obtain insurance against legal liabilities to third parties (including the school) with a limit of indemnity of at least £5 million for any one incident. Where a hirer is unable to provide details of current, adequate public liability insurance cover (normally a private individual or independent group), they must pay a premium to be included on the Council's third party hirers' policy.

The Premises

13. Access is restricted to the rooms comprised in the accommodation and any toilet facilities and access shall only take place during the designated time and for the permitted purpose.
14. Smoking is not allowed anywhere on site.
15. This agreement does not include the use of any equipment, including PE, except where specifically agreed and subject to any further fees chargeable; kitchens and catering equipment shall not be used unless approved by the school subject to any conditions that may be imposed.

Performing Rights and Licences

16. No copyright works shall be performed in the accommodation without the licence of the copyright owner and the hirer shall indemnify the school against any penalty or sanction for any copyright infringement that may occur.

17. The hirer shall not use the accommodation for any purpose or activity for which a licence or permission is necessary, e.g. preparation and sale of food, unless such a licence has been obtained.
18. The accommodation shall not be used for the sale or display of goods or services or for any public entertainment unless agreed with the school.
19. No alcoholic drinks shall be brought onto the accommodation except where the school agrees otherwise and where a licence has been obtained.
20. No film or video shall be shown in the accommodation or taken in the facilities without the school's prior consent.

Health and Safety

21. The hirer is responsible for the health and safety of everybody using the accommodation (including first aid) and must make itself aware of the fire precautions and procedures in existence.
22. Electrical apparatus shall not be brought onto the accommodation without the school's consent.
23. Animals, other than guide dogs, are not permitted on the school premises without the written prior consent of the school.
24. The hirer shall leave the accommodation in a clean and orderly state.
25. The disposal of any refuse arising from the use is the responsibility of the hirer.
26. All clubs hiring the facilities must have staff who have appropriate coaching certificates and are checked with the Criminal Records Bureau if working with children under 18 or vulnerable adults, even if this is supervised.
27. In relation to activities for children, the hirer must ensure that there are sufficient adults present to be in full control of the children throughout the whole period during which they are on the school site.
28. All clubs/organisations hiring the facilities must have the following policies in place:
 - a. Health and Safety
 - b. Quality Assurance
 - c. Child Protection (if working with Children)

Preservation of Order

29. The hirer shall not cause nuisance or annoyance to the occupiers of any neighbouring premises.
30. The school does not accept any responsibility for any articles of property left by the hirer, their guests, agents or any member of the public on the hired property during the period of the hire.

Letter Requesting Missing Information (FB3)

Dear

Licence to use -----School Facilities

Thank you for your application to book facilities at -----School. Unfortunately some of the required information/documentation was missing from your application and so I have been unable to process it.

I am returning your application form to you. Please fill in the missing sections and return with the outstanding documentation (as indicated below) as soon as possible so I can confirm your booking.

Outstanding information / documentation required

- Dates/ area/ times of hire
- Details of Public Liability Insurance and a copy of the certificate
- Details of two referees
- Dated signature
- First month's payment / payment for event
- Incorrect / no indicated payment. Your payment should be £.....

If you have any queries or I can be of any further help, please contact me on ☎ (01325) -----

Yours sincerely

Lettings Clerk

Letter Confirming Facilities Booking (FB4)

Dear

Licence to use -----School Facilities

Please find enclosed a signed copy of your Facilities Booking Application Form. This grants you (the hirer) the non-exclusive right to use the accommodation: -

- During the designated time
- On the dates of use
- For the permitted purpose
- In accordance with the conditions of use

The school also grants you the rights: -

- On a non-exclusive basis to use specified parking areas at the school
- To use such access ways within the school (including access roads, corridors etc.) as the school may specify to enable access to the accommodation

Termination

Please note that this licence can be terminated:

1. Immediately by the school if the hirer has not complied with any of the Terms and Conditions of Use
2. On 14 days written notice given by the hirer to the school.
3. At any time by the school to the hirer in the event of the school requiring any hired property for school purposes. This may be at short notice.

It is your responsibility and in your interests to check the facilities on entry and report any faults or damage to -----, Site Manager, ☎ 01325 ----- . This will automatically divert to his mobile phone outside normal school hours.

Thank you for using -----School. If I can be of any further help, please contact me on ☎ (01325)

Yours sincerely

Lettings Clerk

Appendix F
Health & Safety Checklist for Extended Services

		Yes	No	N/A	Comments
1	Areas of school to be used				
1.1	Is there sufficient space for the activity?				
1.2	Is it adequately heated and lit?				
1.3	If used during the school day, can access to the proposed activity be gained without going through areas restricted to school use, such as classrooms and staff areas?				
2	Welfare facilities, toilets, changing rooms, refreshments				
2.1	Are there sufficient existing welfare facilities?				
2.2	Will you need to make available or provide additional facilities such as toilets, changing rooms and refreshment facilities?				
3	Access and Egress				
3.1	Are entrance steps, ramps, paths, exits etc. kept clear of obstructions?				
3.2	Will the school activities impact on/obstruct any current access or egress arrangements?				
3.3	Are there arrangements in place to ensure that people (especially children) do not gain access to dangerous areas, e.g. roofs, cellars, workshops, boiler and switch rooms etc?				

		Yes	No	N/A	Comments
4	Disabled Access/Egress				
4.1	Is there any existing and suitable disabled access?				
4.2	Has the school drawn up an Accessibility Plan to meet the requirements of the Disability Discrimination Act?				
5	Vehicles				
5.1	Is there sufficient parking space available?				
5.2	Is there a sufficient traffic calming system which will meet the needs of those using the facility?				
5.3	Is there adequate segregation between people and vehicles during community use sessions?				
5.4	Has the impact of increased traffic on the safety of pupils and the local community been considered, particularly with evening use of premises?				
6	Lighting				
6.1	Are there any poorly lit areas in accommodation to be used that could lead to collisions, trips or falls?				
6.2	Is additional lighting needed if areas are used outside daylight hours?				
6.3	If additional lighting is needed, have you considered the possible impact on the school's neighbours?				

		Yes	No	N/A	Comments
7	Fire arrangements				
7.1	<u>Emergency lighting</u> Do all escape routes, including external ones, have sufficient lighting for people to see their way out safely? Emergency lighting may be needed if areas used are without natural daylight or are used at night.				
7.2	<u>Escape routes</u> Where only parts of the school are open for evening or weekend use, are adequate escape routes open?				
7.3	<u>Signs</u> Are fire exits clearly indicated?				
7.4	<u>Drills and means of escape</u> Has at least one of the users in each group been made aware of the fire drill, means of escape from the building and informed of the location of nearest fire extinguishers?				
8	First Aid Arrangements				
8.1	Is there a sufficient first aid facility? E.g. rest room, First Aid kit, telephone.				
9	Premises Hazards				
9.1	Are floors and stairs in good condition, free from obstructions and non-slip?				
9.2	Do all staircases have securely fixed handrails?				
9.3	Are trailing leads and cables secured?				
9.4	Is there sufficient space to avoid items being stored on the floor?				

		Yes	No	N/A	Comments
10	Lone Working				
10.1	Will staff/volunteers be working alone and are there any existing procedures to ensure their safety?				
11	Security: Visitor Control				
11.1	Have you considered adjustments to the school's visitor control systems where activities take place out of school hours?				
11.2	Are procedures in place for groups to sign in and out?				
12	Locking up and key holders				
12.1	Do the current locking up arrangements allow staff to gain access at all required times?				
13	Use of Equipment				
13.1	Where equipment is required, are staff trained to use this equipment?				
13.2	Is existing equipment: <ul style="list-style-type: none"> • Compatible with school equipment? • Maintained and inspected as necessary? • Insured? 				
13.3	Has any portable electrical equipment that will be brought in by the group been PAT tested?				
13.4	Are systems in place to check premises and equipment used by external groups after use to ensure that there is no damage and that the equipment is safe to be used?				
13.5	Is there a fault reporting procedure?				

		Yes	No	N/A	Comments
14	Maintenance				
14.1	Have you considered the effect on activities/events when maintenance might be carried out? (Particularly an issue for evening, weekend and holiday use)				
14.2	Have you considered the need for flexibility in the planning of routine repairs and larger maintenance projects?				
15	Cleaning Rotas				
15.1	Have you considered the likely need for cleaning rotas to be altered to take account of extended use of facilities?				
16	Insurance				
16.1	Is adequate and appropriate insurance in place for all activities and services provided?				
17	Child Protection and Supervision Issues				
17.1	Have the necessary CRB checks been carried out? <i>Criminal Records Bureau checks will need to be carried out if, in the course of an activity, staff/ volunteers' duties include 'regularly caring for, training, supervising or being in sole charge of children under 18 years of age or vulnerable adults</i>				
17.2	Are there any adjoining or shared facilities, which would allow access to students from members of the public during classes?				
17.3	Where extended services/ activities provide increased levels of access for adults to the school premises, have you ensured that there are always adequate staffing arrangements in place so that children are not left unsupervised?				

		Yes	No	N/A	Comments
18	Data Protection and Confidentiality				
18.1	Have you considered whether offering extended services could result in any additional issues relating to personal data or confidentiality?				
18.2	Healthcare and social care providers on the school site may possess confidential information on visitors or need to carry out consultations in complete privacy. Have you consulted with specialist service providers to ensure that provision on the school premises meets relevant professional guidelines				
19	Entertainments/Theatre Licences				
19.1	Have you contacted the council for advice on licensing? <i>If the activity involves members of the public attending stage or film shows on school premises, public entertainment, theatre or cinema licences may be required. These set conditions on numbers of people present, type and layout of seating, emergency lighting and marking of emergency exits</i>				
20	School Health and Safety Policy				
20.1	Has the school's Health and Safety policy been amended to take account of extended services/activities, i.e. has a person been nominated to manage or assume overall control for such activities?				

Appendix G

Extended Service/Activity Risk Assessment Form

Service/Activity _____ **Date(s) of Service/Activity** _____
Venue _____ **Organiser** _____

Risk Identified	Persons at risk	Risk Factor (high medium low)	Measures required to control the risk	New risk rating	Action to be taken by	Date completed & signature

Name of Assessor _____ **Signature** _____ **Date** _____

Appendix H – Community Use Agreement

THE GOVERNING BODY OF [INSERT NAME OF SCHOOL] (1)

CONTRACTOR (2)

[INSERT NAME OF LOCAL AUTHORITY] (3)

COMMUNITY USE AGREEMENT

TITLE OF PROJECT [Insert name of School]

COMMUNITY USE AGREEMENT

DATE

PARTIES

- (1) **THE GOVERNING BODY OF [INSERT NAME OF SCHOOL]** [insert address] (“the Governing Body”)
- (2) **CONTRACTOR TO BE RESPONSIBLE FOR THE RUNNING OF THE SPORTS FACILITY ON BEHALF OF THE SCHOOL]** of [insert address] (“the Contractor”) – If appropriate.
- (3) **[INSERT NAME OF LOCAL AUTHORITY]** [insert address] (“the Authority”)

1. Background information

(1) The Contractor has been appointed by the Governing Body to manage and operate the sports facilities of the School (if appropriate).

(2) Planning condition paragraph

(3) The Department for Children, Schools and Families (DCSF) requires schools to deliver Extended Services to help deliver the outcomes of Every Child Matters: a Government initiative calling for all organisations involved in providing services to children and young people to work together towards five key outcomes

[\(http://www.dcsf.gov.uk/everychildmatters/about/background/background/\)](http://www.dcsf.gov.uk/everychildmatters/about/background/background/). All schools are expected to provide by 2010 a ‘core offer’ of extended services, one of which is community access to facilities including adult and family learning, ICT and sports facilities.

(4) The Governing Body (and/or the contractor) and the authority wish to enter into this Agreement in order to make the facilities of the School available (when their use is not required by the School) for use by the local community in recognition of the need for community access as part of the Extended Services Core offer, and in support of the identified need for access to sport and physical activities as identified by the Darlington Sport and Physical Activity Strategy and the Darlington Playing Pitch Strategy.

- (5) The Authority has primary responsibility for the provision of sport and physical activity facilities in the Darlington area for use by and for the benefit of the community and is desirous of entering into this Agreement in furtherance of that responsibility.

2. DEFINITIONS AND INTERPRETATION

In this Agreement the following words or phrases have the corresponding meanings ascribed to them unless the context otherwise requires:

Casual Use	Availability for any individual(s) or group to book the Facility at relatively short notice for use on a pay-as-you-play basis
Block bookings	A booking from a local organisation or group of people who book a facility or room for a specified number of weeks, or on an ongoing basis.
Community Use Period	6.00pm - 9.00pm weekdays during School term time 9.00am - 9.00pm weekends and school holidays
Facility	The facilities specified in Schedule 1 forming part of the Premises at the School.
Marginal Costs	Staff costs and administration, heating, lighting, cleaning and routine maintenance, publicity, insurance premiums, non-capital equipment
Peak Use Period	[To be completed by the School]
The School	[Name of school] of [address]
School Core Time	7.30.00am - 5.00pm weekdays during School term time
The Premises	The land and buildings provided for and essential to the educational purposes of the School
Sports Development Programme	The development and support of: 1) activities aimed at increasing participation in sport and physical activity, and supporting the development of regular opportunities to participate (e.g. development of sports clubs),

	2) the infrastructure through which quality sport and physical activity participation opportunities are delivered (e.g. workforce development, club development, targeted opportunities for hard to reach groups).
Arts Development	Projects and settings aimed at making the arts more accessible to the public, and promoting the contribution that arts can make to communities.
Adult education	Any activity or program designed to satisfy the learning needs or interests of those who are over statutory age and whose primary activity is usually no longer in education
Community development	Any activity aimed at supporting the local community, bringing local people together, and helping local people to influence the decision makers on a local basis.

3. **AIMS**

The parties hereto agree to support the development of the Facility in order to pursue the following aims:

- 3.1 To support the provision of a varied menu of activities as part of the extended schools core offer, by increasing and improving the quality of opportunities for the pupils of the school.
- 3.2 To provide opportunities for local people, community groups and organisations to participate in leisure opportunities such as sports development, arts development, community development and adult learning opportunities.
- 3.3 To provided and facilitate opportunities for local people to develop their skills, particularly among low participant groups such as: minority ethnic communities, young people, lower socioeconomic groups, and people with disabilities.
- 3.4 To establish the School as a hub of the local community

3.5 One Darlington: Perfectly Placed (2008-2021) is the overall plan for Darlington and is about both the people and the place. The priorities of the plan are: 1) to ensure that residents are not disadvantaged by where they live, or any other potential disadvantage that could limit their opportunities; and 2) to improve Darlington as a place to help shape investment and spatial planning decisions. The work of schools is key to the delivery of the strategy, and is perfectly placed both in terms of offering opportunities to local communities, and also in terms of the facilities that they can potentially offer.

4. **OBJECTIVES**

In accordance with the above aims the Project will have the following objectives:

- 4.1 To maximise use of the Facility by the school and the community during term time and the School holidays between 8am and 9pm each day.
- 4.2 To make educational facilities available for use by the community to provide opportunities for participation in sport and physical activity, arts activities, adult learning and community development.
- 4.3 To ensure a balanced programme of community use which endeavours to satisfy the needs of both the school and the community and provides a wide range of provision for:
 - 4.3.1 Sports/arts/community development,
 - 4.3.2 Adult education,
 - 4.3.3 Organised club/association use,
 - 4.3.4 Block bookings,
 - 4.3.5 Casual use (where appropriate).

5. **TARGETS FOR COMMUNITY USE**

The Governing Body undertakes with the Authority to use its best endeavours to achieve the targets for the Project as set out in Schedule 2.

6. **MARKETING AND PROMOTION**

The Governing Body will be responsible for, and will meet the cost of, marketing and promoting the Facility in accordance with the agreed aim(s) objectives and targets and the Governing Body undertakes to procure the co-operation of the staff of the School in furtherance of such obligation. All marketing and promotion will be implemented by the Governing Body.

7. MANAGEMENT

The Governing Body agrees and undertakes with the Authority that it shall:-

- 7.1 be responsible for the Facility and will resource manage and routinely maintain it.
- 7.2 will make available the Facility on the occasions and times herein specified for community use and use by the School.
- 7.3 will provide heat, light, water, and such other amenities as required for the Facility and its intended use.
- 7.4 will account to the appropriate undertaking in respect of the cost of gas fuel oil electricity water rates and taxes which may be attributable to such use of the Facility.
- 7.5 will insure and keep insured the Facility against all usual commercial risks including public liability in its full reinstatement value
- 7.6 will effect repairs and make good accidental damage arising out of or occasioned by the use of the Facility or in the event of damage by an insured risk.
- 7.7 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:
 - 7.7.1 A policy of affordable pricing based on similar local authority run facilities in [specify local authority area];
 - 7.7.2 The promotion and forward planning of developmental activities at times which best suit the Priority Groups;
 - 7.7.3 Equal opportunities of access;
 - 7.7.4 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 the Governing Body];
 - 7.7.5 An easy and accessible booking arrangements for Casual Use;
 - 7.7.6 Regular review of the programme and in particular organised club bookings during the first x years of operations of the Facility under this Agreement.
- 7.8 The authority agrees and undertakes that it shall:

- 7.8.1 Support the governing body as and when required to put in place practical policies and procedures for managing and operating the facilities,
- 7.8.2 Provide pricing policy guidelines based upon provision of a similar standard.
- 7.8.3 Work within the framework of the Sport and Physical Activity Facilities Strategy and the Playing Pitch Strategy to endeavour to provide equality of access to facilities across Darlington.

8. FINANCE

- 8.1 The Governing Body shall be free to enter into agreements for making available the Premises and/or the Facility to other persons or bodies on such terms and at such costs as they may in their discretion determine. Such agreements shall not however prejudice the operation of this Agreement

9. MONITORING AND EVALUATION

- 9.1 The Governing Body will on or before [*date*] in every year during the currency of this Agreement prepare an annual report or such other form as may be agreed by the authority and submit it electronically to the Authority.

10. REVIEW

The aims and objectives set out in Clauses 3 and 4 of this Agreement shall be reviewed on a regular basis by the parties. Prior approval of the Governing Body and the Authority will be required before any revisions to this agreement are made or implemented.

11. DURATION OF AGREEMENT

This Agreement will remain in force for a period of [-----] years from the date hereof

12. AUTHORITY

- 12.1 The Governing Body warrants that it has the full right and authority to enter into this Agreement
- 12.2 The execution and terms of this Agreement have been approved by the necessary meetings of the Governing Body and the authority

13. NO VARIATIONS

This Agreement may only be varied in writing by a document executed by all the parties hereto

14. NO AGENCY

Nothing in this Agreement shall be construed as creating a partnership, a joint venture, a contract of employment or a relationship of principal and agent between the parties hereto

15. **SEVERABILITY**

If any term condition or provision contained in this Agreement shall be held to be invalid unlawful or unenforceable to any extent such term condition or provision shall (save where it goes to the root of this Agreement) not affect the validity legality or enforceability of the remaining parts of this Agreement

16. **WAIVER**

No term or provision of this Agreement shall be considered as waived by any party to this Agreement unless a waiver is given in writing by that party

17. **NON-ASSIGNABILITY**

This Agreement is personal to the parties and none of them shall assign sub-contract or otherwise deal with their rights or obligations without the prior written consent of the others

18. **GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales

IN WITNESS whereof the parties have executed this Agreement the day and year first above written

SCHEDULE 1

The Facility

[Insert details of the Sports Facility together with a plan as appropriate]

SCHEDULE 2

The Targets

1. A minimum of *[number]* hours per week of actual community use throughout the year (with higher levels of use during School holidays) within which a minimum number of hours per week should be designated for each of the following:

- 1.1 A minimum of *[number]* hours per week during the Peak Use Period for Casual Use;

1.2 A minimum of [*number*] hours per week for block booking;

Remaining targets to be developed in partnership by the Governing Body and the authority.

SCHEDULE 3

Monitoring report to be confirmed. This will not be a pro-forma to fill in, but a list of details that could be included. The actual format of the report will be determined by the governing body.