** Paignton Community & Sports Academy** 

### **FINANCE**

**HIRE OF PREMISES POLICY**

**Reviewed and updated by the Finance Committee: July 2014**

**Next Review due: March 2015**

1. **INTRODUCTION**

The Governors of Paignton Community & Sports Academy have adopted this Hire of Premises Policy, in recognition that access to the Academy premises is one of the most important resources they can provide for the local community.

1. **POLICY OBJECTIVES**

The Governors endorse the Hire of Premises Policy and recognise the principles therein, namely:

* that Academy premises represent a significant capital investment and should be fully utilised;
* that the Academy premises are a valuable community resource;
* that educational usage of education premises constitutes a natural priority.

The Governors have adopted the following categories of priority user:

* + - 1. Statutory use – (e.g. election and education)
			2. Designated users – (e.g. Academy sponsored activities).
			3. Other approved private users.

The Governing Body has delegated its power to the Principal who will exercise discretion on its behalf and determine each Hirer’s application. This does not preclude the Principal from referring sensitive applications to the full Governing Body at her/his discretion.

1. **SAFEGUARDING RESPONSIBILITIES – See Appendix 1**

Where the Academy premises are to be used by organisations or individuals alongside children and young people (“the Hirer”), the Hirer must comply with the requirements of this Policy and any statutory requirements in respect of the safeguarding of children, young people and vulnerable adults applicable to the use of hired premises.

**Organisations**

Where the Hirer is an organisation, their authorised representative will be asked to complete the Safeguarding Checklist for Hire of Premises, and this will be returned to the Academy with the booking form.

All adults providing services to children and young people will have had an enhanced CRB Disclosure check completed before commencing. In addition, the Hirer shall ensure that its staff and volunteers of the have undergone appropriate child protection training.

In the context of this policy, an ‘organisation’ is a group or club meeting on a regular basis, either profit or non-profit making, where regular contact by adults, associated with the organisation, with children or young adults would be established and where these adults would be seen in a position of authority and/or trust.

**Bookings by Individuals**

Where the Hirer is a private individual for ‘one-off’ bookings (for example a children’s birthday party) safeguarding arrangements are the sole responsibility of the parents/carers of those children or young adults attending.

An ‘individual’ Hirer would be a ‘one-off’ booking, for example a child’s birthday party, where there is no on-going and repeated contact with children or young adults, and is regarded as a private arrangement between the organiser and the parents/carers of the child or young adult.

1. **CONDITIONS OF HIRE**

All formal hiring of the Academy premises, including those for which no charge is made, shall be properly documented. All Hirers must complete a hire of premises agreement and should receive a copy of the conditions of hire (which must be signed by an authorised signatory of the Hirer where the Hirer is an organisation). The hire agreement is a contract which the Governors may enforce.

Designated authority to sign agreements on behalf of the Academy shall be delegated by the Principal to the Lettings Administrator. The Lettings Administrator should be informed of all applications for hire prior to signature.

1. **VARIATIONS**

No member of staff is allowed to vary the terms and conditions under which the Academy premises are hired to either individuals or organisations.

**6. INSURANCE**

External clubs/Groups/Societies using the facilities must provide evidence of public liability insurance in operation at the time of the hire. Where a club does not have its own public liability insurance, the Academy can offer third party Hirers Liability insurance cover with a limit of indemnity/sum insured up to a maximum of £2,000,000 with a standard excess for damage to premises of £100. This insurance is available for an additional 10% of the standard hire charge. Individual hirers will need to purchase the additional insurance provided.

In any event the Hirer shall ensure the Academy is indemnified in a manner sufficient to cover the Hirer’s liabilities arising from hirer of the premises.

**7. CHARGES – See Appendix 2**

The charges set out in Appendix 2 are applicable for premises hires on or after 1st September 2014, and shall be reviewed at least annually each year by the Academy, and are exclusive of VAT:

All outside activities are hired out with toilet and changing facilities. Specialist classrooms are to be rented out at individual rates, depending on equipment and electricity used.

Any area not covered by the table eg Fields and Sports facilities will be charged at the discretion of the Principal depending on the nature / activity of the hirer.

All unsociable hours, weekend and Bank Holiday additional costs will be met by the hirer, this will include the cost of Caretakers at the following rate:

Weekends outside normal

caretaker hours £17.00 per hour

Between 22.00 – 22.30 £17.00 per hour

After 22.30 and Bank holidays £23.00 per hour

Any time taken after the confirmed booking time has ended will be charged at an additional hours cost.

Additional costs on an hourly rate will be added for:

* setting up chairs/tables;
* setting up or installing equipment;
* extra cleaning after an activity.

**Value Added Tax**

Value Added Tax will be added to all transaction where applicable. (Please see attached guidance on VAT.)

**8. PAYMENT METHOD**

All regular bookings will be invoiced via the Academy Finance Office after the event. Long-term bookings will be invoiced monthly in arrears. One off bookings are to be paid for in advance of the booking. Cash or cheques are both acceptable within 15 days of the invoice date.

**9. CANCELLATIONS**

Cancellations by the Hirer must be in writing, addressed to the Lettings Administrator. Any cancellation received within 7 days of the booking will be invoiced for 50% of the agreed fee. Any cancellation received within 2 days of the booking will be invoiced 75% of the agreed fee.

It may be necessary for the Academy to cancel or postpone particular event. If the Academy therefore reserves the right to cancel the hire of premises, and in such circumstances the Hirer is entitled to a refund of any money paid by the Hirer for the cancelled hire. However, the Academy or Governing Body shall not be liable for any loss or expense the Hirer or any other party may incur as a result of such cancellation.

**10. HEALTH AND SAFETY**

Hirers are responsible at all times for the appropriate supervision of all persons using the hired facilities and will be invoiced for any damage caused, including the training and qualifications of its supervising staff/volunteers. All Hirers should acquaint themselves with the health and safety and emergency procedures relevant to the hired premises (such as fire exits and evacuation routes). The Hirer will be responsible for ensuring that all activities take place in a safe manner.

The behaviour and safety of persons on the premises for this booking are the responsibility of the Hirer. The Governing Body shall not be responsible for any loss or damage to any property arising out of the Hirer’s activities, and the Hirer shall be responsible for all damage or loss to any fixtures, fittings, sports or other equipment or property occurring during the period of the hire.

The Hirer must satisfy themselves that the hired premises are fit for purpose, and report any defects in the hired premises immediately to the Academy. The Hirer must ensure that that its guests are restricted to the area of the premises which have been hired. The Hirer is responsible for the safety and suitability of all equipment brought onto the premises.

**11. NON SMOKING POLICY**

The Academy has a total non-smoking policy; this extends to the Academy boundary. Any group that does not comply with this ruling may have any future booking cancelled. The Governors delegate this decision to the Principal.

**12. SECURITY, ACCESS AND LICENSING**

The Governors will not normally insist upon continuous caretaking presence. However they reserve the right and have delegated power to the Principal to insist upon caretaking presence where in her/his view the nature of the hiring may leave the Academy vulnerable to theft or damage. The cost of this will be met by the Hirer.

The Hirer shall be responsible for obtaining any license required in respect of the sale of food or drinks, or audio or video recordings or performances. The sale of drinks or food is prohibited without the prior approval of the Principal.

Car parking is only allowed in the car parking spaces allocated to the Hirer, with roadways and other parking areas kept clear. If premises are left unattended and insecure the Hirer will be held liable for any damage or loss during the hire period.

The premises must be left in a clean and tidy state and all Academy equipment must be put back after use. If the premises are not cleaned to the satisfaction of the Academy, the Hirer will be responsible for any payment necessary to have them cleaned.

**13. REVIEW OF POLICY**

The Governors will review the policy each year and review the scale of charges for the following year, beginning 1st April. The Policy will also be reviewed when new buildings and facilities become available for use to the community at which time the pricing structure for the new facilities will also be decided.

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|  |  |  | **PAIGNTON COMMUNITY & SPORTS ACADEMY** | **APPENDIX 1** |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  | **SAFEGUARDING CHECKLIST FOR LETTINGS**  |  |  |
|  |  |  |  |  |  |  |  |  |  |
| Name of organisation |   |   |   |   |   |   |  |
| Address |   |   |   |   |   |   |   |   |   |
| Telephone number |   |   | Email address |   |   |   |   |
| Name of organisation leader |   |   |   |   |   |   |   |
| Address (if different) |   |   |   |   |   |   |   |   |
| Does the proposed use of premises involve children under the age of 18? **Yes/No** |  |
| **If Yes, please complete the section below:** |  |  |  |  |  |
| Is the organisation registered with Ofsted  **Yes/No** |  |  |  |  |
| If Yes, please provide the date of registration and registration number |  |  |  |
| Date |  |  | Registration No. |   |   |   |   |   |
|  |  |  |  |  |  |  |  |  |  |
| **If No, please complete the section below:** |  |  |  |  |  |
| Does the organisation currently have a Child Protection Policy? **Yes/No** |  |  |
| If Yes, please provide a copy. |  |  |  |  |  |  |  |
| If No, a model Child Protection Policy for Community Organisations is available to download at.... |
| www.paigntoncommunityAcademy.com/facility-hire-2/ and should be adopted by the organisation. |  |  |  |
| Names, addresses and telephone numbers of adults regularly attending and their CRB status |  |
| Name  |   |   |   |   |   |   |   |   |   |
| Address |   |   |   |   |   |   |   |   |   |
| Tel No. |   |   |   |   |   |   |   |   |   |
| Has this person been Enhanced CRB checked? | **Yes/No** |  |  |  |  |
| Date of CRB check |   |   | CRB Reference No. |   |   |   |   |
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| Name  |   |   |   |   |   |   |   |   |   |
| Address |   |   |   |   |   |   |   |   |   |
| Tel No. |   |   |   |   |   |   |   |   |   |
| Has this person been Enhanced CRB checked? | **Yes/No** |  |  |  |  |
| Date of CRB check |   |   | CRB Reference No. |   |   |   |   |
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| Date the leader was Enhanced CRB Checked |   |   |   |   |   |
|  |  |  |  |  |  |  |  |  |  |
| Date the leader last attended child protection training |   |   |   |   |
| Who was the training provider? |  |  |  |  |  |  |
|   |   |   |   |   |   |   |   |   |   |
| Have all other adults been provided with basic child protection induction training? **Yes/No** |  |
| (This induction training can be carried out by the Leader providing they have had Child Protection |
| Training within the last 3 years. ) |  |  |  |  |  |  |
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| I understand, where children or young people are present, that I must notify the school if there  |
| has been a change in Ofsted registration or adults regularly attending, and that failure to do so |
| could result in a termination of the Hire Agreement. |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
| I confirm that all the information provided by myself, or my organisation, in the form above is  |
| accurate. |  |  |  |  |  |  |  |  |  |
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| Signed by organisation leader |   |   |   |   |   |   |   |
| Date |   |   |   |   |   |   |   |   |   |
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**Model Child Protection Policy for Community Organisations**

**1 Policy Statement**

(*Organisation/group name*) believes that it is always unacceptable for a child or young person to experience abuse of any kind and recognises its responsibility to safeguard all children and young people and promote their welfare, by a commitment to practice which protects them.

**We recognise that:**

• The welfare of the child/young person is paramount

• All children, regardless of age, disability, gender, racial heritage, belief, sexual orientation or identity, have the right to equal protection fro all types of harm or abuse

• Working in partnership with children, young people, their parents, carers and other agencies is essential in promoting young people’s welfare.

**The purpose of the policy:**

• To provide protection for the children and young people who receive (*Organisation/group’s name’s*) services, including the children of adult members or users.

• To provide staff and volunteers with guidance on procedures they should adopt in the event that they suspect a child or young person may be experiencing, or be at risk of, harm.

This policy applies to all staff, including senior managers and the board of trustees, paid staff, volunteers and sessional workers, agency staff, students or anyone working on behalf of (*Organisation/group name*).

**We will seek to safeguard children and young people by:**

• Valuing them, listening to and respecting them

• Adopting child protection guidelines through procedures and a code of conduct for staff and volunteers

Recruiting staff and volunteers safely, ensuring all necessary checks (including CRB checks) are made

• Sharing information about child protection and good practice with children, parents, staff and volunteers

• Sharing information about concerns with agencies who need to know, and involving parents and children appropriately

• Providing effective management for staff and volunteers through supervision, support and training.

We are also committed to reviewing our policy and good practice annually.

**2 Procedures for Referral**

2.1 All action is taken in line with the following legislation/guidance:

• *Safeguarding Children and Safer Recruitment in Education (2007)*

• *Working Together to Safeguard Children* 2010

• *What to do if you’re worried a child is being abused* 2006.

* South West Child Protection Procedures ([www.swcpp.org.uk](http://www.swcpp.org.uk))

2.2 Any member of staff or volunteer who receives a disclosure of abuse or suspects that abuse may have occurred **must** report it immediately to the designated person for child protection (*insert name*) or if unavailable to the deputy designated person (*insert name*). In the absence of either of the above, the matter should be brought to the attention of the most senior member of staff.

2.3 The designated person will immediately inform Children Services Referral Team by telephone.

 **Telephone number**: **01803 208100**

 **Out of hours**: **01803 524519**

2.4 Confidentiality must be maintained and information relating to individual children and young people/families shared with staff on a strictly need to know basis.

**3 Alleged Abuse by Staff, Managers, Volunteers or Trustees**

3.1 When an allegation is made against a member of staff or volunteer, then the allegation must be passed to your designated person for child protection (*insert name*) or their deputy (*insert name*), or, it the allegation concerns them both, direct to the Local Authority Designated Officer (see below).

3.2 Your designated person for child protection should contact one of the Local Authority designated officers for consultation

• Local Authority Designated Officer, on **01803 208100**

• The designated officer contacted will record a note of the consultation and will advise on the appropriate action that needs to be taken.

**4 Record Keeping**

4.1 Any member of staff or volunteer receiving a disclosure of abuse, or noticing possible abuse, must make an accurate record as soon as possible noting what was said or seen, putting the event into context, and giving the date, time and location. All records must be dated and signed.

4.2 All hand-written records will be retained, even if they are subsequently typed up in a more formal report.

4.3 Written records of concerns about children should be kept, even where there is no need to make a referral immediately.

4.4 All records relating to child protection concerns will be kept in a secure place and will remain confidential.

***5* Parental Involvement**

5.0 This organisation is committed to helping parents/carers understand its responsibility for the welfare of all children and young people.

5.1 Parents/carers will be given information about the organisation’s child protection procedures.

5.2 Where possible, concerns should be discussed with parents/carers and the designated person should seek agreement to making a referral, unless to do so would place the child/young person at increased risk of significant harm.

**6 Training**

6.0 The designated person and his/her deputy must receive training every 3 years in child protection. Training is available from Torbay Safeguarding Children Board <http://www.torbay.gov.uk/rd-tscb_multi-agency_training_brochure_10-11_v1.pdf>

 Tel: 01803 207224

6.1 All staff and volunteers shall have access to induction training on commencing and appropriate refresher training on a regular basis, at least every 3 years.

**7 The Role of the Management Group or Governing Body**

7.0 *(In organisations where there is a Management Group or Governing Body)* The designated person for child protection should provide an annual report for the management group/governors on changes to child protection policy or procedures; training undertaken by the designated person, other staff, volunteers and governors; the number of child protection incidents/cases (without detail or name); and the place of child protection issues in planning.

**8 Review**

8.0 This policy will be reviewed on an annual basis, and up-dated where appropriate.

**Further Information**

For further information about what to do if you are worried a child is being abused, see the Torbay LSCB website, http://www.torbay.gov.uk/index/health-socialcare/childrens-families/tscb.

The *Policy statement* has been taken from *Firstcheck*, NSPCC 2006, whilst the remainder of the policy has been adapted from the Model Child Protection Policy for Community Organisations issued by Swindon LSCB – March 2009

**Appendix 1**

**Sample code of behaviour**

**You must:**

• Treat all children and young people with respect

• Provide an example of good conduct you wish others to follow

• Ensure that, whenever possible, there is more than one adult present during activities which children and young people or at least that you are within sight or hearing of others

• Respect a young person’s right to personal privacy

• Encourage young people and adults to be comfortable and caring enough to point out attitudes or behaviour they do not like

• Remember that someone else might misinterpret your actions, no matter how well-intentioned

• Recognise that special caution is required when you are discussing sensitive issues with children or young people

• Operate within the organisation’s principles and guidance and any specific procedures

• Challenge unacceptable behaviour and report all allegations/suspicions of abuse.

**You must not:**

• Have inappropriate physical or verbal contact with children or young people

• Allow yourself to be drawn into inappropriate attention-seeking behaviour/ make suggestive or derogatory remarks or gestures in front of children or young people

• Jump to conclusions about others without checking facts

• Either exaggerate or trivialise child abuse issues

• Show favouritism to any individual

• Rely on your good name or that of the organisation (faith or charity) to protect you

* Believe “it could never happen to me”

• Take a chance when common sense, policy or practice suggests another more prudent approach

You should give guidance and support to inexperienced helpers.

The *Sample Code of Behaviour* has been taken from the NSPCC Safe Communities Toolkit, which in turn took and adapted it from the *Final Report of the Independent Review on Child Protection in the Catholic Church in England and Wales,* September 2001 and *Firstcheck,* NSPCC, 2006

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| PAIGNTON COMMUNITY SPORTS ACADEMY INDOOR HUB PRICESAppendix 2 |
|  | ADULT | MIXED | YOUTH |
|  | HOURLY PRICES |
| FULL HUB | £70 | £62 | £58 |
| HALF HUB | £40 | £36 | £34 |
| FUTSAL/NETBALL/BASKETBALL | £20 | £18 | £17 |
| TENNIS COURT | £20 | £18 | £16 |
| BADMINTON COURT | £6 | £6 | £6 |

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| PAIGNTON COMMUNITY SPORTS ACADEMY ATP |
|  | Junior Winter | **Junior Summer** | **Adult Winter** | **Adult Summer** |
| Third of pitch | £20 | £13 | £22 | £16 |
| Half Pitch | £30 |  £20 | £32 |  £24 |
| Full pitch | £60 | £40 |  £64 |  £48 |
| Coach Education Room | £16 |  £16 | £16 |  £16 |
| 11 a side match | £50 | £50 | £50 | £50 |
| Birthday Parties | £85 | £85\* |  |  |
| Small Sided Leagues |  |  |  £22 | £22 |
|  |  |  |  |  |
| PAIGNTON COMMUNITY SPORTS ACADEMY WRC & BRC FACILITIES |
|  | ADULT | MIXED | YOUTH |
|  | HOURLY PRICES |
| Sports Hall - WRC | £28 | £22 | £14 |
| Sports Hall - BRC | £30.00 | £25.00 | £20.00 |
| Gym - WRC | £18 | £14 | £11 |
| Main Halls - BRC & WRC | £18 | £14 | £11 |
| Library WRC | £18 | £14 | £11 |
| Meeting Rooms | £12.00 Large £7 Small |
| Field BRC | £18 | £14 | £10 |
| 6th Form Common Room | £14.00 | £9.00 | £7.00 |
| BRC Dance Studio | £24 | £17 | £11 |
| Drama/Dance Studios WRC | £24 | £17 | £11 |
| Audio Visual Room | £18.00 per hour  |