



USE OF SCHOOL PREMISES OUT OF HOURS

September 2014

OUT OF SCHOOL ACTIVITIES

THE LAW

The following legislation and guidance will be taken into consideration when letting school premises:

- The Education Act 1996 (Sections 149-152)
- Representation of the People Act 1983 (Sections 95 and 96; Schedules 1 and 5)
- The Children Act 1989 (Sections 71-76 and Schedule 9)
- Disability Discrimination Act 1995 (Part III, Rights of Access to Goods, Facilities, Services and Premises)
- Schools Standards and Framework Act 1998 (Section 40 and Schedule 13)
- The Health and Safety at Work Act 1974
- The Management of Health and Safety at Work Regulations 1999
- The Education (School Premises) Regulations 1999
- The Landlord and Tenant Act (Part II) 1954
- Safeguarding Children and Safer Recruitment in Education
- Bolton Council's Scheme for Financing Schools
- Children's Services Health and Safety Manual

COMMUNITY USE OF SCHOOL PREMISES

Governors' Responsibilities

Under the School Standards and Framework Act 1998, Governing Bodies have control of school premises both during and outside school hours. Any person, group or organisation wishing to use school premises will require the prior approval of the Governing Body.

Where the Governing Body controls the use of the premises outside school hours, but may be required to follow general rules and directions set by the Local Authority, there may be exceptions if a trust deed says someone else has control or if a transfer of control agreement has been made. Sometimes, the trust deed of a controlled or voluntary aided school may allow a person other than the Governing Body to control the use of the premises outside school hours.

Candidates in parliamentary and local elections have rights to use school rooms for public meetings when they are not being used for educational purposes, or if the premises are not under a lettings agreement. The Returning Officer (the person responsible for organising the election) may use school rooms at any time for an election. The Returning Officer will not have to pay rent, but must refund to the school any costs involved. (For details see Use of Schools as Polling Stations BC Guidelines).

Town or Parish Councils have a statutory right to use a school building for Council meetings if no other accommodation is available within the community.

The Governing Body has a duty to consider the needs of the local community when deciding out of hours use. Different communities use school premises in different ways, such as for adult education, out of school childcare, sport, youth clubs and so on. The Governors of Bishop Bridgeman school may offer facilities to voluntary organisations.

The Governing Body **will not use their delegated budget** to subsidise non-school activities. However, The Governing Body may charge some organisations more so that the extra funds can be used to subsidise other users. Overall community use must at least cover its own costs.

Extended Services

Where they exercise powers to provide or arrange the provision of extended services, The Governing Body are responsible for the delivery of those services. This does not mean that school will provide all of the services themselves and should not increase teachers' overall workload, but that school Governing Body will take a strategic overview of how to enable access. School can offer access to extended services on-site or off-site; through partners in the private, voluntary and independent sector, on their own or through cluster arrangements. The Governing Body must liaise with the LA and consult widely before they develop extended services, and make a particular effort to include local parents. As they develop extended services, The Governing Body may need to invite additional members to represent users or providers. School is best placed to know the needs of children and the local communities they serve.

The Governing Body should have a clear understanding of the ongoing costs of delivering extended activities, and how they will be funded. They will establish a process for measuring the impact and uptake of extended services, and link this to the School Improvement Plan. The Governing Body will need to decide which approach to delivery best meets community needs. School may directly deliver services; contract other agencies to manage or deliver; host external services; or facilitate access to other services.

When working with third parties, The School Governing Body are encouraged to agree responsibilities, liabilities and accountability. Where school delivers extended services through cluster arrangements, there will be an agreed decision-making process and all Governing Bodies will be responsible for joint decisions.

Developing extended services will bring about new ways of working. Workforce remodelling – its principles and practices – is crucial to schools' capacity to deliver coherent, sustainable extended services. The Governing Body will ensure that any new roles are taken on by those best placed to do so. In extended schools, staff need to work closely with other statutory services and the voluntary and community sector. The Governing Body will ensure multi-agency staff are carefully co-ordinated. It is particularly important to be clear on this where there is a shared responsibility for management between the school and a member of the practitioner's own professional body working elsewhere.

Disability Discrimination Act 1995

The Disability Discrimination Act 1995 has made it unlawful for any organisation or person which provides a service to discriminate against disabled people. The provisions of the Act will apply to services the Governing Body provide on school premises. Providers of services must not refuse to provide a service, or provide a worse one or offer the service on less favourable terms to disabled people, except where it is justified, eg, so that the health and safety of any person is not put in danger.

Transfer of Control Agreements and Dual Use Agreements

The Governing Body can enter into agreements called 'transfer of control agreements' or 'dual use agreements' to allow them to share or to transfer the management of their premises. Under such an agreement, The Governing Body can share control of the school premises with another body or transfer control to it. One of the aims of the agreement must be to encourage local community use of the premises. The Governing Body will obtain the consent of the LA before entering into a transfer of control agreement which transfers control of the premises to another body during school hours.

BISHOP BRIDGEMAN'S GUIDANCE FOR UNDERTAKING LETTINGS TO LOCAL COMMUNITY GROUPS ON A SEMI COMMERCIAL BASIS

- a) Establish a business plan approved by the Governors, setting out in detail the financial commitments and outcomes over a period of years.
- b) Consider whether the establishment of a management committee by the Governing Body to administer the scheme is appropriate (see Appendix 3).
- c) Establish a lettings policy and agree charges for lettings.
- d) Maintain formal, separate accounts through the Authority's accounting system for such activities with full costs and income entered in those accounts. Full costs would include, in addition to direct costs, energy apportionments, administrative support, reception, insurance, maintenance, equipment, etc.
- e) Consider at the outset the likelihood of any deficits and whether these can be met from non-LMS sources.
- f) State clearly the objectives of the activity and the benefits to the school and its pupils. This may include setting the school at the heart of its community.
- g) Be aware that all proposals for external funding (BIG LOTTERY FUND) will require a formal agreement with the Governors to provide access to the facilities by the community.

Before considering external use of school premises, due consideration will be given to the following:

- Wear and tear on the building and grounds
- Inconvenience to school usage
- Security issues
- Additional revenue costs
- Any likely or potential reflection on the good name and reputation of the school

Any lettings/agreements will take into consideration the best value principles set out in Annexes B(i) and (ii) of the Scheme for Financing Schools.

TYPES OF LETTING/COMMUNITY USE OF SCHOOL PREMISES

1 OUT OF SCHOOL SERVICES FOR CHILDREN

a) Out Of School Clubs, Education/Learning, Sporting Activities, Cultural Activities

These activities are frequently provided free of charge in schools, e.g. after school recorder lessons, or football coaching.

Bishop Bridgeman may, however, decide to offer enhanced services, which are provided by an external provider operating under licence within the school. Such services are subject to a charge payable to the service provider not the school. If Bishop Bridgeman wishes to offer such opportunities for their pupils, it will establish proper licence arrangements with the service providers, to include charges for room usage etc (ie music tuition payable direct to service provider).

b) Childcare Provision (e.g. After School Childcare for School Aged Children)

The Governing Body will decide which approach to delivery best meets community needs. School may directly deliver services; contract other agencies to manage or deliver; host external services; or facilitate access to other services.

The Governing Body cannot themselves directly provide childcare facilities, but must establish separate management and finance arrangements if the school is to deliver services (see Appendix 3). Childcare providers must be registered under Section 10 of the Children Act 1989. This registration will be held by Ofsted: contact tel: 08456 404040.

Where external providers are involved, it is for the Governing Body to establish appropriate licence arrangements with childcare providers (see Appendix 2) and should take seriously its responsibility to ensuring that any facility within school premises enhances the overall school ethos, safeguarding children and supporting the School Improvement Plan. This may be achieved by establishing a close working relationship with the childcare provider. The Governing Body will take time to give consideration to drawing up a 'Statement of Expectations' which should enshrine their school ethos and be included in the licence agreement offered (see Appendix 1). In the case of a voluntary/community group with a management committee, it is appropriate for a member of the Governing Body to serve as part of the committee.

2 COMMERCIAL OR SEMI-COMERCIAL LETTINGS

Schools are often approached to let their premises for community services (e.g. Brownies/Cubs) and other semi-commercial activities (e.g. dance lessons). In these circumstances, school will adapt the format for letting agreements (see Appendix 2).

It is important to consider the nature and scale of the commercial enterprise being undertaken, as licences or planning permission may be required for certain activities. It is very important that correct procedures are followed, and legal requirements must be adhered to for the protection of both the school and the tenant. Legal and valuation advice be taken from Bolton Council's Legal and Estates Sections before any commitment is made. Early consultation is vital to ensure the most appropriate terms are agreed. Any activity which requires permanent use of part of the school playing fields, apart from those activities normally associated with playing fields, may require permission from DCSF for change of use of playing fields (for example, a portable building placed on playing fields for use as a nursery or playgroup).

COST OF LETTING OUT PARTS OF THE SCHOOL BUILDING

The summary costings below have been derived from a sample of schools and provide a broad indication of the costs to be covered for **community** use of buildings. The Governors have approved the following charges:

	<i>Classroom</i>	<i>Hall</i>
	£	£
Suggested charge per half a day for community use	£25.00	£25.00

N.B.: Caretaking costs form a significant proportion of the above suggested charges. This can vary considerably depending on the day and time of the letting and the standard hours worked by the individual caretaker. **Please note caretaking costs may not always apply.**

CHARGES FOR LETTING OF SCHOOL PREMISES

Type of Premises	COMMUNITY RATE £ per half day	SEMI COMMERCIAL RATE £ per hour
Hall	25.00	22.00
Classroom/Library	25.00	16.00
Computer Room	25.00	28.00

All the above charges are inclusive of caretaking costs, which may not always apply

SPECIAL RATES

The Governing Body will consider special rates for annual bookings, prompt payment, etc.

The running of any out of school activities or services will not be paid for or subsidised from the school's delegated budget. All costs incurred such as heating, lighting, maintenance, additional cleaning, etc, must be met from the charges made.

The appendix provides examples of standardised licences and letting agreements, which can be tailored to individual school requirements in most circumstances.

More detailed agreements may be required where a "for profit" commercial operator is concerned.

INSURANCE COVER FOR OUT OF HOURS USE – USE OF PREMISES BY NON-BOLTON COUCIL PARTIES

It should be noted that the Authority's insurance policy does not provide insurance cover for the activities or property of external organisations using school premises.

External organisations should be asked to sign an indemnity form. To back this indemnity the organisations should have made their own insurance arrangements, in the form of a public liability insurance policy. Before allowing external organisations to use school premises, the school should be provided with evidence of the organisations' insurance arrangements. The details should be as follows:-

A copy of the public liability insurance schedule showing:-

- The correct business description
- Name of the insured (organisation)
- Valid dates of cover
- A minimum limit of indemnity of £5m (in some circumstances £2m, may suffice, please refer to the Insurance Team*)

Please note if any injury or damage to property is caused as a result of a defect in the property the school may be held liable. It is there extremely important that, immediately prior to the organisation using the premises a check will be made of the area being used to ensure that it is defect free. This check will be documented in the form of a check list with a date, time and signature.

Risk assessments will also be completed. Please refer to the Health & Safety manual.

*Insurance Section
Room 120
Town Hall
Bolton BL1 1RX
Tel: 01204 331679 or 01204 331511

THE MANAGEMENT OF HEALTH AND SAFETY

This will form part of any licence agreement.

Health and Safety (Risk Assessment):

The Governing Body and its management committee has a responsibility for the health and safety of staff, pupils and visitors whilst undertaking out of school activities on premises under its control. Risk assessments will therefore be undertaken for all existing and proposed activities.

The purpose of the risk assessment is to:

- Identify hazards in the work activity/environment/premises
- Identify who is at risk from the hazards
- Evaluate the risks and decide if existing control measures (ie, safety systems, training, first aid, etc) are adequate or further action is required
- Record significant hazards

Reference to the relevant health and safety legislation is made at the beginning of this document. This should be referred to when constructing a health and safety policy.

Further assistance with health and safety issues can be obtained from the Authority's Health and Safety Team. Contact details for Health and Safety are as follows:
Occupational Safety and Health Unit - Tel: 01204 331210 - contact Sharon Drew

SPECIAL REQUIREMENTS

Some services to be offered may be subject to additional regulatory requirements. The Governing Body will seek assurances from any prospective licensee that all applicable regulations are complied with.

Particular care will be taken when seeking to establish childcare facilities. Childcare services operating for more than two hours per day must be inspected and registered under the Children Act and Ofsted (see Appendix 4).

Contact:

Out of School Childcare Development Support Officers within the Children's Services Department Tel: 01204 334245/46.

A STATEMENT OF EXPECTATIONS FROM A GOVERNING BODY

AGREEMENT BETWEEN BISHOP BRIDGEMAN CE PRIMARY SCHOOL AND A PRIVATE OR VOLUNTARY PROVIDER OF CHILDCARE OR EDUCATION

Statement Of Expectations From The Governing Body

Introduction

This statement has been prepared by the Governing Body at Bishop Bridgeman CE Primary School in consultation with the Headteacher. It is intended to enable prospective partners to be clear about the expectations that the Governing Body has for the establishment of a childcare or education facility within the school grounds. This document needs to be read in conjunction with the Licence Agreement.

Background

Bishop Bridgeman CE Primary School provides an educational service to children aged 4 – 11. The school currently has more than 401 pupils and is regarded as a successful school. One way of protecting and enhancing that reputation is to promote a successful partnership with providers of pre-school education/childcare in the area.

The Partnership Arrangements

The Governing Body will expect the provider to work on a daily basis in partnership with the Headteacher and other school staff. The school and the provider will develop the partnership based on a framework of aims and objectives using the school's published aims as a foundation. A copy of the full statement of the aims is attached to the document.

- To build a strong relationship between all members of the school and the community it serves
- To foster moral, cultural and spiritual awareness for all our children
- To ensure that every child achieves his or her full potential and develops all of his or her talents
- To provide a stimulating, caring environment, conducive to the social, emotional and intellectual development of children
- To provide a broad, balanced and relevant curriculum
- To comply with Bolton Council's safeguarding and child protection policies

Some additional areas that must be included in any framework are:

- The development of a joint link or management group to jointly agree policy procedure and practice
- Regular review meetings held at agreed intervals to monitor the working of the framework/partnership
- To build on and develop the relationship with the provider
- The promotion and sharing of ideas about the partnership
- To create opportunities for staff and children to participate in joint events
- To develop a joint and co-ordinated approach to children with special educational needs and gifted children

A LICENCE AGREEMENT

An Agreement made the 14th September 2014

1. Particulars

In this agreement the following expressions shall have the following meanings:

- 1.1 The Licensor **The Governing Body of Bishop Bridgeman CE Primary School.**
- 1.2 The Licensee
- 1.3 The Licensor's Premises
- 1.4 The Facilities
- 1.5 The Designated Hours
- 1.6 The Licence Period the period from the 14th September 2014 until the 31st August 2015 after which the agreement shall be reviewed annually.
- 1.7 The Licence Fee

2. The Licence

Subject to Clauses 3 and 4 herein, the Licensor gives the Licensee the right to use for the Licence Period during the Designated Hours:

- 2.1 The Facilities

3. Licensee's Undertakings

- 3.1 To pay the Licensor:
 - 3.1.1 The Licence Fee
- 3.2 To ensure that where children are involved in the use of the Facilities and the playground they are, at all times, properly supervised to the standard specified by Ofsted.
- 3.3 Not to bring any furniture, equipment, goods or chattels into the Facilities without the consent of the Licensor, save as may be necessary for the exercise of the rights given in Clause 2.
- 3.4 To leave the Facilities in a clean and tidy condition at the end of each period of use and upon termination of this Licence to ensure that the Facilities are in no worse condition than when the Licence commenced, fair wear and tear excepted.

- 3.5 Not to display any signs or notices at the Facilities without the prior written consent of the Licensor.
- 3.6 Not to use the Facilities in such a way as to cause any nuisance, damage, inconvenience or interference to the Licensor, or to the Owner, Occupier or User of adjoining or neighbouring property and to adhere to the Statement of Expectations from the Governing Body of the School.
- 3.7 Not to do any act, matter or thing which would or might constitute a breach of any statutory requirement affecting the Facilities, or which would or might vitiate in whole or in part any insurance effected in respect of the Facilities.
- 3.8 To obtain public liability, third party and contents insurance cover in respect of the Licensee's use of the Facilities and to provide details to the Licensor on request.
- 3.9 To indemnify the Licensor and keep the Licensor indemnified against all losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability arising in any way from this licence or from any breach of any of the Licensee's undertakings contained in this clause or the exercise or purported exercise of any of the rights given in Clause 2, except where loss or damage to equipment or personnel is caused by the Licensor.
- 3.10 To observe such rules and regulations as the Licensor may make and of which the Licensor shall notify the Licensee from time to time governing the Licensee's use of the Facilities.
- 3.11 Not to impede in any way the Licensor's officers, servants or agents in the exercise of their rights of possession and control of the Licensor's Premises and every part of the facilities.
- 3.12 Not to make any alterations or additions to the Facilities without first obtaining the Licensor's written permission.
- 3.13 To ensure that the Facilities are available before and after for the Licensor's use, and to ensure a smooth transition with any organisation using the Facilities immediately prior to or after
- 3.14 To ensure the Facilities are secured according to the Licensor's instructions, which shall be communicated in writing.
- 3.15 Not to use the Facilities for any other purpose than those specified in the Licence.
- 3.16 Not to do any act, matter or thing which would or might result in the good name of the school being brought into disrepute.

4. General (For The Avoidance Of Doubt)

- 4.1 The rights granted in Clause 2 shall determine (without prejudice to the Licensor's rights in respect of any breach of the undertakings contained in Clause 3).
 - 4.1.1 Immediately on notice given by the Licensor at any time following any breach by the Licensee of its undertakings contained in Clause 3.

- 4.1.2 On not less than six months' written notice given by the Licensor or the Licensee to the other party.
- 4.2 The benefit of this Licence is personal to the Licensee and not assignable and the Licensee and its employees and customers may only exercise the rights given in Clause 2.
- 4.3 The Licensor gives no warranty that the Facilities are legally or physically fit for the purpose specified in Clause 3.15.
- 4.4 The Licensor shall not be liable for the death of or injury to persons or for damage to any property of or for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the Licensee or any other person referred to in Clause 4.2 in the exercise or purported exercise of the rights granted in Clause 2 except where death, injury, damages or loss are caused by the Licensor.
- 4.5 All notices given by either party, pursuant to the provisions of this Licence, shall be in writing.

Signed by:

as an authorised signatory of the Licensor in the presence of:

Signature: **Date:**

Name:

Address:

Occupation:

Signed by:

as an authorised signatory of the Licensee in the presence of:

Signature: **Date:**

Name:

Address:

Occupation

MANAGING OUT OF SCHOOL ACTIVITIES

It is recommended that a committee which is separate from the Governing Body should manage any out of school activities. Members of such a committee should comprise representatives from the Governing Body, school and third party, e.g. tenant, local community, parents and youth groups. The appointment of Chair, etc, should be done by the committee and should have its own terms of reference. The committee may wish to take on charity status in order to facilitate fund raising. In some circumstances, particularly if it is proposed that the committee will employ staff, it should obtain company status.

The committee should take on responsibility for all aspects of running the out of school services. Staff appointments (including pay and conditions), CRB checks, charges, finance, insurance, health and safety, audit, legal requirements and provision of an annual report will all be responsibilities to be undertaken by the committee. The LA will not provide any funding for staff appointed in relation to out of school activities.

The committee, however, must seek the approval of the Governing Body for any out of school activities.

The management committee of the out of school activity/service provided is the employer of all paid staff working for the group and **not the LA**.

Employment by the management committee is separate from any employment already held with the Governing Body of the school.

As an employer, the committee must ensure it meets legal obligations whilst optimising the performance of staff.

In relation to staffing, the management committee will need to decide upon the number and type of staff required and establish the conditions of service which apply to each type and determine the hours to be worked for each member of staff.

In the case of any facility subject to registration under the Children Act and Ofsted, this management committee will be responsible for ensuring compliance under the Act, not the school or the LA.

CHILDREN ACT REGISTRATION

The Children Act 1989 and Ofsted requires anyone who cares for children under the age of 8, who is not a close relative, and where they do so for more than two hours a day, to be registered with the Early Years Directorate of Ofsted. Day care provision must comply with all requirements relating to the Children Act and take into consideration equal opportunities and health and safety.

An out of school club cares for school age children either prior to or at the end of the school day. Care of this type may be provided under a session registration as long as continuous care does not exceed four hours in any one day.

Providers wishing to offer holiday care will have to meet the higher standards that are required for full day care facilities.

Every registration is subject to conditions and requirements which must be adhered to and the standards set at registration must be maintained. Early Years Directorate of Ofsted will provide full guidance of the registration requirements and standards for session care for children under 8 years.

The management committee must apply to Ofsted for registration. Ofsted may set conditions on registration, eg, to do with premises which may involve further discussions with school regarding alternations. There may be some delay in arranging necessary inspection and registration which needs to be taken into account when planning. An application form for registration can be obtained from the Childrens Information Service, Central Library. 01204386030.

Schools should be aware that provision of childcare subject to registration under the Children Act cannot commence until registration is finally complete. To go ahead in advance of registration being finalised is against the law.

Roles of Governing Bodies and Headteachers
Terms of Reference document 01/09/2000/A Guide to the Law

Responsibilities of Headteacher	Responsibilities of Governing Body
<p>CONTROL OF SCHOOL PREMISES</p> <p>Implements policy of the LA and Governing Body on community use of schools.</p> <p>Day to day management of the school and day to day charge of who can enter the school premises.</p> <p>To advise the Governing Body where appropriate.</p> <p>HEALTH AND SAFETY</p> <p>To comply with the LA's directions in Community and Voluntary Controlled schools.</p> <p>To comply with Governing Body directions in Voluntary Aided and Foundation schools.</p>	<p>To control the use of the school premises both during and outside the school day.</p> <p>Follows the LA direction on community use outside school hours. Considers the needs of the local community.</p> <p>To prepare a lettings policy and decide on what charges to levy where external providers want to use the school premises.</p> <p>To ensure any necessary liaison with the Local Authority Children's Services and Corporate Resources Departments and Diocese as appropriate</p> <p>May enter into agreements allowing shared management of the premises.</p> <p>To prepare a health and safety policy, carry out risk assessments and set up arrangements to manage health and safety in Voluntary Aided schools. In Community and Controlled schools this is the LA's responsibility.</p>