

Community Art Plan

Introduction

In order to arrive at a Plan, a Working Group was established comprising representatives of the School, the Community and the Board, with a remit to establish:

- how the Community could be reflected in an art form within the Development
- how that art form could be identified by the Community, be appreciated by the Community and have an enduring quality
- what could be achieved within the financial contribution required
- present proposals for submission

Approach

The Working Group met on several occasions to discuss options for consideration brought forward by all members following their researches and initial soundings taken within the Community.

All the possibilities were filtered down to 3 agreed solutions of which any 2 together could be accommodated within the financial contribution required. These solutions were:

- Re-produce the Somers Town Mural (by the original Artist)
- Have the Main Entrance doors Screen to the new School etched with an appropriate design
- Provide a bespoke fountain in the Nature Garden of the new School

The Working Group distributed a leaflet depicting the 3 solutions and inviting members of the Community to respond by ticking the box for their preferred choice. The leaflets were distributed to every household in the immediate vicinity of the School, to every child in the School and the Churches of St. Mary and St. Pancras.

Of the responses received, the over-whelming majority chose the re-production of the Somers Town Mural. Of the 2 other solutions, the etching of the Main Entrance doors and Screen was marginally more popular.

Proposal

The proposal for the Community Art is therefore:

- 1. To re-produce the Somers Town Mural on the flank wall of the Flats adjacent to the School in Polygon Road that will be exposed when the existing School building is demolished**
- 2. To have the glazed entrance doors and screen etched with a design to be approved**

COMMUNITY FACILITIES PLAN

Introduction

St. Mary and St. Pancras CE Primary School has been an integral part of the community since 1896 but its ability to provide a broad range of opportunities for community involvement has been hampered by the nature of the buildings.

The design and layout of the new building incorporates areas and facilities that will allow the School to not only maintain existing links but also forge new ones, not least of all because it will be fully accessible.

This document sets out the School's obligations, the constraints placed upon it and the School's requirements for use.

Statutory Obligations

The **Section 106 Agreement** defines the areas of the School building which are to be available for Community use, as follows:

- Internally : Entrance Forecourt, Foyer and Hall
- Externally : Ball Court and Playground with ancillary facilities

The **Section 106 Agreement** determines the length of time these facilities should be available for Community use, as follows:

- Within Term Time : 10 hours per week
- Outside Term Time : 20 hours per week

The **Section 106 Agreement** requires that the cost of use by the Community shall be no greater than that of comparable Community facilities in the locality.

The **Planning Consent** places constraints on the times for which the School facilities available for the Community can be used, as follows:

- Internally : Between 18:00 and 22:00, **except** Sundays, Bank and Public Holidays
- Externally : Between 18:00 and 21:00, **except** Sundays, Bank and Public Holidays

The **VAT Act** allows three concessions for a period of 10 years following completion of the Construction of the building enabling Charities to derive an Income from the letting of its facilities without establishing a Business Use that would deny the Charity the ability to zero-rate the construction costs of the School.

The Charity can only elect to apply one of the 3 concessions to its circumstances and, in the case of Schools, the **Time** concession is the most relevant.

This concession is allowed if:

- the building is used by the Charity for its purposes for **more than 90%** of the time it is available for that use.

This concession requires the submission of demonstrable evidence of compliance to HM Revenue and Customs prior to implementation.

Policy on Community Use of the facilities

The School will require that all use(s) of the facilities:

- Are compatible with the ethos of the School in the context of the Community
- Are compatible with the nature of the facilities available
- Will place no financial burden upon the School arising from the use(s) including, but not limited to, insurance, supervision, cleaning, damage or the like particularly where the School is precluded from charging
- Will not require compliance by the School or the User(s) with any statutory obligation beyond that for which use of the facilities are otherwise governed

The School will require that all intended Users of the facilities:

- Make an application for the use of a particular facility in writing to the School at least 8 weeks in advance of the date for which the use is required.
- Provide details in the application of the Individual or Group making the application, the date(s) and times required, the purpose of the intended use and the number of people attending.
- Indemnify the School against any loss or expense incurred or claim made by a third party or parties arising from the use(s)
- Indemnify the School against any action arising where the actual use(s) was contrary to the intended or promoted use(s) intentionally or otherwise
- Exercise reasonable care in the carrying out of their activities
- Identify a competent person to be responsible for the activities to be carried out in the use(s) of the facilities

Compliance with Statutory Obligations

In order to comply with the Conditions of the Section 106 Agreement & the Planning Consent and meet the requirements of HM Revenue and Customs, the following will apply to the availability of the facilities:

- **During Term Time**, the School will not be able to levy any charges for use(s) by the Community
- **Outside Term Time**, the School will be able to levy charges for all use(s) by the Community and at a cost no greater than that of comparable Community facilities in the locality