

Childrens' Services Directorate

Casual Lettings:
The Hiring Out Of Facilities

**For all Establishments within the
Childrens' Services Directorate**

Effective from April 2009

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DEFINITIONS & GENERAL NOTES

1. **Previous Policies** – this revised policy supersedes that issued to all schools by Worcestershire County Council in 2002, to include also the Schools' Swimming Pools Lettings Policy issued in 1999, together with any subsequent amendments thereto.
2. **School** – throughout this document, the term 'school' is used to refer not only to schools, but to other Childrens' Services establishments, such as Youth Centres, Childrens' Centres, and Childrens' Homes, plus any other establishment that falls within the Childrens' Services Directorate.
3. **Headteacher** – within this document, the use of the term 'Headteacher' refers not only to the most senior member of staff at a school, but also the most senior member of staff in charge at other establishment within the Childrens' Services Directorate.
4. **Wrap-Around Care** - the term 'wrap-around care' refers to pre school groups, before and after school clubs, out of school hours learning and care clubs, etc. It does not include holiday play schemes, which are dealt with specifically in Section F.
5. **Non County Council Owned Buildings** – it is recommended that all establishments have a policy relating to the casual use of the premises they have a delegated responsibility for, and therefore, this document is provided as a suggested guide to schools where the premises occupied are not owned by the County Council, for example, at Voluntary Aided, Foundation, & Trust schools, etc.
6. **LA** – the term 'LA' refers to Worcestershire County Council as the 'Local Authority'.
7. **Web Site** – this policy document is also available on the LA's EduLink website, under the Leadership & Management, School Buildings, section.
8. **Lettings Custodian** - For the purpose of this policy, the words 'Lettings Custodian' refer to any individual who undertakes lettings duties, either paid or unpaid.

Section One – The Casual Lettings Policy

A. Introduction - Managing Facilities: Non-School Activities

A1. All schools have much to offer communities through the use of their buildings and facilities. Such use of facilities can take place either during the normal school day or as is often the case, out of school hours. Equally, in making use of these facilities in a safe and effective way, communities are able to support a school in developing its' role as a vital and vibrant part of the community.

Schools that have swimming pools available for hire, should refer to Appendix 10 for specific details on the letting of such facilities.

This document, therefore, updates Worcestershire County Councils' existing policies on school lettings, and lettings in swimming pools. Those who have contributed to this document hope it will be helpful to schools in arranging their lettings in a safe and effective manner.

A2. The main principles applicable to lettings are as follows –

- ❖ Under the LA's scheme of delegation, schools can arrange casual lettings of premises but in doing so, cannot enter into a long-term lease or licence with any outside body without the prior approval of the LA. Advice on any such proposals should be sought from Bosko Medakovic, Childrens' Services (see contact details on Page 14).
- ❖ Schools must not subsidise the overall cost of non school lettings from their delegated budget (individual users may be subsidised so long as the total lettings income covers all lettings costs at the end of the financial year).
- ❖ A standard form, detailing the terms and conditions upon which lettings are made, should be completed for each letting in order to clarify respective responsibilities. (The LA provides a combined application/invoice form for the purpose – Form LA1 – Appendix 1. This should be used as a master to copy from).

A3. Each school will need to define for itself:

- ❖ its main objective in letting their premises, i.e. are lettings designed to maximise income or to maximise community use or both, within the constraints of the operation of the school;
- ❖ the facilities that can be made available for community use; and
- ❖ the suitable purposes for which community groups can use those facilities

B. Statutory Obligations

B1. There are statutory obligations on LAs to make available school premises for Elections and Parish Council meetings. These obligations arise where there is no other suitable accommodation. Only the costs for such use should be reclaimed (as a casual letting) from the Returning Officer (Elections) or Parish Council, and will then be credited to the school's budget. (see Appendix 2).

C. Local Authority In-Service Users & Emergencies

- C1. The LA may also require a school to make its facilities available to other schools and other LA In-Service Users, for example, Youth Support and/or Extended Services. Where this is necessary, the LA recognises that host schools can expect to be re-imbursed costs only for such uses. This arrangement applies to normal LA business activities and non-commercial functions. For issues relating to Children's Services, Youth Support, contact Sue Tominski, for Extended Services (Schools), contact Hannah Needham, and for Extended Services (Children's Centres), contact Cath Ellicott. (See contact details on Page 14).
- C2. In extreme cases, the LA may require use of school facilities for 'emergency' purposes, e.g. as a Civil Emergency Rest Centre in instances such as floods etc. Schools are expected to comply with requests for use of this nature but again, where this is necessary, the LA recognises that host schools can expect to be re-imbursed costs only for such uses. For issues relating to Civil Emergencies, contact Steve Hatch, Children's Services. (See contact details on Page 14).

D. Safeguarding Children

- D1. The Local Authority has a statutory duty under Section 11 of The Children Act 2004 to safeguard and promote the welfare of children. The key message being "Safeguarding children is everyone's responsibility". This means that key people and bodies, including LAs, must ensure two things. Firstly, that their functions are discharged having regard to the need to safeguard and promote the welfare of children, and secondly, that the services they contract out to others are also provided having regard to that need.
- D2. Furthermore, Section 175 of The Education Act 2002 requires Governing Bodies to have arrangements in place to safeguard and promote the welfare of children attending the school. All educational establishments are subject to inspection with regard to their responsibility to safeguard and promote the welfare of children. Performance is judged on procedures and their effectiveness in terms of safeguarding children from harm.
- D3. Although in almost all casual lettings cases the LA will not actually be contracting the services of hirers, it is nonetheless allowing its premises to be used for activities that may involve children. Therefore, it is suggested that under this legislation the LA/Schools have a duty to ensure, as far as is reasonable, that these activities also comply with safeguarding responsibilities. Parents and carers may reasonably assume that because an activity is taking place within a school setting, it has therefore been checked by the LA/School for safeguarding purposes.
- D4. Working Together to Safeguard Children 2006, Chapter 2, (2.8) outlines the "common features" that all organisations that provide services for, or work with children, must have. These include policies and procedures for safeguarding and promoting the welfare of children, a designated person for safeguarding/child protection, safe recruitment practices, including arrangements for checks and renewals (CRB) on staff and volunteers, procedures for dealing with allegations of abuse against staff and volunteers, training for staff and volunteers and a culture of listening to and engaging with children.
- D5. All adults whether paid or voluntary, have a duty to keep young people safe and to protect them from sexual, physical, and emotional harm. Children have a right to be safe and to be treated with respect and dignity. It follows that trusted adults are expected to take reasonable steps to ensure the safety and well being of children. Failure to do so may be regarded as neglect. Therefore, in allowing hirers use of school premises, schools should have regard to their own policies in relation to safeguarding children.

- D6. Upon receipt of applications from hirers whose events specifically involve the attendance of children, e.g. Cubs and Brownies etc., schools should request to see and retain copies of relevant safeguarding documentation as proof that hirers and their staff comply with such measures. Thereafter, for more regular bookings, schools should expect hirers to monitor expiry dates of such documentation, and to be supplied with further proof of renewals where and when appropriate, upon demand.
- D7. Schools can reasonably assume that groups holding valid recognitions, such as FA Charter Standards, Club Mark, or other similar accreditations, have adequate safeguarding policies and practices in place. However, proof of such should still be requested. In the case of groups who claim to be in the process of striving to achieve such accreditations, schools can contact relevant governing body organizations to clarify this status.
- D8. In allowing use of school premises, the onus must remain upon the hirer to ensure that safeguarding measures are maintained throughout. This is something that organizations are made aware of under safeguarding legislation and through their own organizational governing body, if applicable. This responsibility is also re-enforced within the conditions of hire (see Appendix 1).
- D9. Schools are not expected to have a presence at all such sessions, however, it is recommended that schools look to suspend such events where, in the opinion of the headteacher, genuine causes of concern have been raised. Schools will also need to consider taking other appropriate action, in line with their own safeguarding policies, in such cases. Use of the premises should only be allowed to continue, once the headteacher is satisfied that matters have been addressed accordingly, having regard to school safeguarding policies. Schools should also consider reporting any concerns about an individual's suitability to work with children and young people to Children's Social Care and to any relevant bodies governing specific hiring groups, e.g. the Football Association in the case of a junior football club.
- D10. In the case of 'one off' children's events, for example, a private birthday party, safeguarding legislation exempts such uses from the processes mentioned above and therefore hirers need not be expected to provide the school with any safeguarding documentation, etc. However, schools will still need to satisfy themselves that such events will nonetheless be properly managed, e.g. appropriate child/adult supervision ratios and suitable male/female adult mix. It is advisable for schools to include other conditions which should outline safeguards expected.
- D11. Given the seriousness surrounding child welfare, it is not unreasonable for schools to seek satisfactory responses to further enquiries it may wish to make in relation to the use of premises by any such organizations/individuals. In allowing use, schools must be able to satisfy themselves that such events are properly run and that the welfare of youngsters will not be compromised.
- D12. Further advice relating to the supervising of children in shower & changing areas can be found in 'Guidance for Safe Working Practice for the Protection of Children & Staff in Education Settings'.

E. Wrap-Around Care

- E1. The use of schools by wrap-around care groups run either by volunteers or by private bodies are to be considered as special cases. Use of school premises by groups of this nature is best regulated by way of a lease or licence. Any such proposed use should be brought to the attention of Bosko Medakovic, Childrens' Services, in the first instance.
- E2. Governors need to define the surplus accommodation that can be made available before entering into an agreement with such a group, and in doing so must consider the likely fluctuations in accommodation needs of the school in the future.

E3. Any accommodation offered should -

- ❖ be located so as to cause minimum interference with the normal running of the school
- ❖ include adequate storage facilities, especially if the room is to be used by the school at other times
- ❖ if possible include use of safe outdoor play space - times to be negotiated with the Headteacher

E4. Any group must:

- ❖ be registered with Ofsted, and the premises approved by the Fire Prevention Officer for use by a pre school group, and be subject to the LA conditions of hire, including having adequate insurance cover;
- ❖ be able to provide evidence of membership of a relevant professional body, and also provide evidence of having appropriate full insurance cover; and

E5. If a private body wishes to purchase an additional building for wrap around care purposes to be located on the school site, such a proposal can be considered provided the proposal does not interfere with the normal running of the school. In such cases, there needs to be a formal lease and a ground rent will be payable to the LA. The services to such a building would need to be separated or clearly identified so that the school's budget is not charged. Advice must be sought from Bosko Medakovic, Childrens' Services. (See contact details on Page 14).

No commitment should be entered into between schools and groups, until prior written LA approval has been gained.

F. Holiday Play-Schemes

F1. Holiday play-schemes may be treated as short-term casual lettings outside normal school hours. However, such groups are still required to comply with the requirements identified in D & E above.

G. Security

G1. It is most essential that the security of the school is not prejudiced.

G2. To achieve the necessary level of security -

- ❖ a lettings custodian (ideally a caretaker, cleaner-in-charge, bursar, governor, etc) should open the premises and secure them at the end of the letting - such duties can be incorporated into normal duties or, if outside normal working hours, payments can be made. (see Appendix 7)
- ❖ keys should, on no account, be handed to non-LA employees or information relating to security systems divulged
- ❖ if the terms and conditions recommended by the LA have been used and something is stolen or damaged, legally there should be no difficulty, as the user will have indemnified the LA against loss - schools should ask to see the insurance policy of the users and may wish to insist on a returnable deposit, especially in the case of one-off lettings.

H. Health and Safety

- H1. Health and safety legislation and the requirements of the LA's Health and Safety Policy apply to the School Governing Body and staff at all times, including those when premises are opened up to members of the community. It is essential that every letting is made using the LA's standard terms and conditions, copies of which are printed on the back of the combined application/invoice (Form LA1).
- H2. Given the possibility of an accident or injury to any outside user, you will need to consider the following:
- ❖ Access to a telephone and a first aid box.
 - ❖ Whether the hirers and the school are adequately covered by insurance.
 - ❖ The hirers will need to be made aware of the procedure to follow in the event of fire.
 - ❖ All accidents and near misses on the premises, whether to hirers or the public, must be reported to the LA using form RIDDOR 3.
 - ❖ A Public Entertainment Licence is usually necessary for any events involving performances (drama, music or dancing) whether a charge is made or not. Additional requirements may need to be fulfilled (e.g. the provision of emergency lighting and the upgrading of fire exits) and fire risk assessments will need to be presented to the licensing authority or enforcing authority (Fire Brigade).
 - ❖ It is strongly recommended that school PE or other equipment is not used by hirers and it should be locked away or otherwise secured out of use. If any equipment is used by arrangement, this may affect the liability of both the hirer and the school. Advice must be obtained from Christine Birch, Childrens' Services (see contact details on Page 14).
 - ❖ Specific advice on the use of stage lighting and sound equipment by hirers is given in Appendix 9 and must be followed.
- H3. Risk Assessment - The school must provide copies of risk assessments for any equipment or facilities that are likely to affect the Health and Safety of the hirers. Similarly, hirers must be prepared to present risk assessments appropriate to any equipment and activities being carried out on the school's premises.

Section Two – The Administration of Casual Lettings

I. Introduction

- I1. To assist schools, the LA provides a standard application form/invoice (Form LA1 – Appendix 1), incorporating conditions of hire, claim forms, etc, which aim to minimise the administrative effort required in maintaining proper controls, while maximising lettings income.

J. Conditions of Hire

- J1. A full list of the LA's conditions of hire appears in Appendix 1 and should also appear on the reverse of the application form/invoice Form LA1, when produced by schools. Schools may add to these conditions if they wish by letter to the hirer, but none of the LA's conditions should be deleted as they are designed to ensure protection against any incident that may occur. The conditions shown herein have the approval of the LA's Director of Corporate Services.

K. Insurance

- K1. Schools are asked to draw hirers' attention to the Conditions of Hire, especially the paragraphs dealing with insurance, indemnity, and liability, with a reminder that hirers are required to have appropriate public liability insurance cover.
- K2. The school must see a copy of the certificate of insurance of the hirer and it is advisable to keep a copy. Schools must ensure that at the time of inspection the certificate of insurance is current at the time of the letting.
- K3. Where the hiring organisation is unable to confirm that it has its own public liability insurance cover to a minimum level of £1 million, it is a requirement that the hirer should be covered by the LA's policy for hirers.

Where this is the case a premium of 10% of the hiring fee, with a minimum charge of £2.00 per event, must be paid with the hiring fee. There will be, therefore, no cost to the school.

Schools are reminded that organisations such as School P.T.A./Friends' Associations, etc., are not covered for their activities by any LA insurance. As in the case of any other hirer school PTAs or Friends' Associations etc. must either have their own policy cover, or pay the additional premium in order to benefit from the LA's policy.

The following must have their own Public Liability Insurance:

- ❖ Political Parties;
- ❖ Professional entertainment groups/individuals;
- ❖ Groups or individuals whose activities involve the generation of heat (blow torches, blow lamps, heat generating equipment).
- ❖ Martial Arts groups of all classifications.

In addition for sporting activity groups the LA insurance does not cover personal injury or property damage suffered by one participant that was caused by another participant.

- K4. Any queries in relation to the Public Liability insurance cover must be referred to Karen Seabright, Financial Services (see contact details on Page 14).

L. Charges

- L1. Under delegated arrangements, schools decide their own charging levels, bearing in mind that financial regulations require that schools should not subsidise non-school lettings overall – See Paragraph A2 for further guidance.
- L2. Schools should calculate the charges for each letting and let the hirer know the charges to be made in each case, when the booking is confirmed.
- L3. When deciding charging levels, schools should consider heating, lighting, caretaking, maintenance and repair costs plus any administrative costs, e.g. stationery and postage, etc., if relevant. See Appendix 2.
- L4. The advice offered in Appendix 2 herein is aimed at enabling schools to better calculate charges to hirers; by way of their being more able to identify what the site specific costs are likely to be to the school in respect of such use. Schools using their own formulas are free to continue to do so, bearing in mind the point given in L1 above.

- L5. It is envisaged that schools need only set up this 'formula' once and thereafter inflate the figures accordingly based on annual inflationary increases and changes to school accommodation and site, etc. Schools are also hereafter expected to maintain up to date calculations, specific to their sites, as the LA will no longer issue schools with general 'suggested' breakeven hire charges.
- L6. Although VAT is not applicable in most cases, there can be VAT implications for certain charges (see Appendix 3). Failure to keep accurate VAT records can result in penalties and interest charges being imposed on the school by Customs & Excise. For further advice in this respect contact Norma Fox, Financial Services (see contact details on Page 14).

M. Combined Application/Invoice Form - Form LA1 (Appendix 1)

- M1. All applicants for the hire of facilities at the school must complete a lettings application form/invoice: Form LA1, signing the declaration that the applicant:
- ❖ accepts the conditions of hire and responsibility for the payment of the hire fees;
 - ❖ indemnifies the LA against any incident;
 - ❖ either has current Public Liability insurance cover or wishes to be covered under the LA's policy, and,
 - ❖ has adequate Safeguarding Children documentation – where appropriate
- M2. It is essential that every letting is made using the LA's standard terms and conditions (Appendix 1), copies of which are printed on the back of the hirer's copy of the combined application form/invoice Form LA1.
- M3. Any communications about individual lettings should be made directly between the school and hirers.

N. Confirmation of booking and payment of hire charges

- N1. On receipt of the completed application form LA1, the charges should be entered in the invoice section of the form as follows:
- ❖ Charges at the level determined by the school for the facilities hired. For convenience the invoice section of the form is set alongside the 'facilities required' completed by the hirer, to enable the hire charges to be calculated on the form LA1 itself. There is no obligation on the school to disclose this level of detail however and any figures worked out elsewhere can be simply summarised on the invoice form, provided that any element of the charge on which VAT is chargeable is shown separately. An example of a separate calculation sheet, which may be copied or adapted by schools, is given at Appendix 4;
 - ❖ The amount of any VAT chargeable should be shown in the appropriate section, including the amount on which VAT is chargeable, if any and the rate of VAT. Further details of items subject to VAT are set out in Appendix 3. Any queries relating to VAT should be addressed to Norma Fox, Financial Services.
 - ❖ Where a hirer is unable to provide details of current public liability insurance cover, it is necessary to include the hirer on the LA's third party hirers' policy. To do so, the insurance premium should be calculated at 10% of the total hiring charge (excluding VAT) – the minimum charge being £2.00 per event. The insurance premium element of the school's lettings income must be identified

separately on bank/giro paying-in slips. For those sums schools must use the General Ledger code 67568 with the school cost centre/internal order number.

- ❖ It is important that the insurance premium is coded correctly, otherwise it cannot be identified and there will be no cover in place. At the end of each financial year the Director of Financial Services will deduct from the school account the total insurance premium collected during the year. Schools need to be aware the credit from the premiums paid in will not remain in their school account and will not count towards their carry forward.
- ❖ There are exceptions when the LA's insurance policy cannot apply. These are in respect of lettings to political parties, to professional entertainment promotions; to groups using heat generating equipment and to martial arts groups (see paragraph J3). In such instances it is essential that hirers provide their own insurance cover and provide policy details to the school as shown in Section D of the application/invoice form. If you have any queries on the insurance aspects, please contact Karen Seabright, Financial Services.
- ❖ In the case of individual new hirings (for instance for a wedding reception) it is strongly advised that the school request an additional deposit payment to cover the possibility of any additional costs (for instance to cover possible loss or breakage of school contents or equipment, or extra cleaning costs). Such a deposit may be included in the initial payment required from the hirer, shown where indicated on the application/invoice form. Any subsequent refund of all or part of this amount should be dealt with by the procedure outlined in M11 below.

When the charges have been finalised and Section E of the application/invoice form completed, final approval of the hiring should be confirmed by the signature of the headteacher or other authorised signatory.

- N2. It is important to obtain payment for the hiring at the time the booking is made whenever possible. This will avoid the need for the chasing of debts, which can be very time-consuming (and sometimes unsuccessful).
- N3. All payments for lettings should be made at the school. Hirers may pay for lettings by cheque payable to Worcestershire County Council, or in cash.
- N4. At the time the hirer pays the letting fees, a receipt should be issued using the LA's official receipt book and the receipt details should be noted at the top of the application form. (Cheque payments should be requested at least 7 days before the date of the hiring to allow time for clearance). Receipt books are available from Gill Georgie, Financial Services (see contact details on Page 14).
- N5. A copy of the application form/invoice: Form LA1 should be retained as the school's record of the letting. A second copy of Form LA1 should be returned to the applicant for retention as confirmation of the booking, ensuring the reverse side of the form is also copied providing the applicant with the terms and conditions of hiring.
- N6. If there are circumstances in which payment is not received before the hiring, a copy of the application form must still be passed to the hirer as confirmation of the booking and as a request for payment. Such requests for payment must be issued as soon as possible for one-off events, and any payments acknowledged using the LA's official receipt book. The receipt number should then be entered at the top of the school's copy of the application form.
- N7. In the case of regular lettings e.g. a weekly sports club, it is still preferable to obtain payment in advance on a weekly basis, although schools may agree to payments being made less frequently e.g. every four weeks. In such instances it is not necessary to complete a separate application/invoice form LA1 on each occasion a payment is made. However, a receipt must be issued each time a payment is made and details of the receipts should be listed on or attached to the relevant most recent application/invoice form LA1 filled in by that hirer.

- N8. Although hirers will have been notified through the hirer's copy of the application or invoice form of the amount of the regular fee for the hiring, it may be necessary for the school to send reminder letters to ensure payment is made when required. A suggested format for such a letter is shown at Appendix 5. A copy of any such letter should be filed with the school's copy of the form LA1 to ensure that a full record is maintained of all correspondence and charges on each hiring. It is suggested that a new application/invoice form LA1 should be completed for each hirer at least once a year or, whenever hiring charges are revised.
- N9. The form LA1 constitutes an official VAT invoice for a one-off hiring or for the first of any series of hirings to which the form relates. However, in most cases an official VAT invoice is not a specific requirement, provided that any VAT is properly accounted for on the bank paying-in slip/giro credit, as explained below. If, exceptionally, an official VAT invoice is required (i.e. where the hiring organisation is VAT registered and asks for a VAT invoice), the format of the follow up letter at Appendix 5 fulfils this purpose.
- N10. In circumstances where further charges are required because the hirer has used premises more extensively than originally envisaged when the letting was booked, schools should send a further application/invoice form to the hirer detailing the additional charges and requesting payment by return.
- N11. If it is necessary to make any refunds, including any part of an initial deposit, amounts up to £50 can be paid from petty cash. Alternatively, or for amounts greater than £50, a request for payment form (PR1) should be completed and forwarded direct to the Financial Services Directorate (Revenue Section). Details of the refund should be noted on, or attached to, the school's copy of the form LA1.
- N12. At 31st March each year any outstanding debts due from hirers should be listed and totalled. If the total exceeds £400, a copy of the list should be provided to the Childrens' Services, Finance Section by 30th April, with a particular note of any debts that have been outstanding for more than 3 months and which are proving difficult to collect.

O. Difficulties In Securing Payment

- O1. In the case of hiring arrangements where payment is not made in advance, schools should arrange for payment to be made as soon as possible, normally within 7 days, and certainly no later than one month from the date of the actual letting. If repeated requests for payment prove unsuccessful, no further letting should be allowed to that hirer. If it is considered desirable to initiate legal action to recover a debt, a written request should be submitted to the Financial Services Directorate in the first instance. This request should be accompanied by a copy of the original application/invoice form as provided to the hirer, together with copies of any relevant correspondence.

P. Banking of Lettings Income

- P1. All lettings income will be credited to the school's budget and should be paid to the County Council and banked using one of the following methods.
- (a) by paying into the HSBC Bank via the school's composite paying-in book or
 - (b) by paying into the Post Office via a County Council Giro Bank paying-in book.

The insurance premium element must be coded separately using the General Ledger code 67568 and the school cost centre/internal order number. The correct coding must be used, without this the requirement for insurance will not be identified and no cover will be in place.

- P2. Schools should have in their possession the following Accounting Instructions giving comprehensive guidance on the handling of income and cash. Accounting Instruction No.1 Security of Cash, and Accounting Instruction No.5 Income
- P3. Schools are required to credit lettings income to their own Cost Centre, using ESBE (or in the case of SAP schools, an internal order of their choice). The general ledger code to be used is 67505 (Casual Lettings.)
- P4. Furthermore, schools are required to code lettings insurance income to the school's own internal order ESBE (or in the case of SAP schools, an internal order of their choice). The general ledger code to be used is 67568 (Ins Premis Lettings). Schools should also use this code if they are only paying in insurance (e.g. Insurance only payments for Parent Teacher Association events).

Q. Lettings Custodian Duties and Lettings Agreements

- Q1. The lettings custodian should normally be available during lettings in order to minimise security risks. The lettings custodian's duties are set out in Appendix 6 below.
- Q2. Appendix 7 below includes a copy of the lettings custodian's lettings agreement, which should be used by the school to calculate relevant payments due. Updates are available through Childrens' services - see contact details under Section Three herein.

R. Payment of Lettings Custodian

- R1. Lettings Custodians should claim for lettings work using Form SWA/LET (see Appendix 8 below). The school should enter the amount to be paid to the custodian, and certify it for payment. The form should then be sent to the address shown on the form for payment.

S. Recording of Lettings

- S1. Schools should maintain a record of all lettings.

T. Schools Administering Their Own Lettings

- T1. It is expected that schools previously administering their own lettings under other local arrangements must administer future lettings in line with this scheme, with the exception of those schools referred to in point 5 of the Definitions and Guidance section herein.

Section Three – Further Advice

For any advice on lettings related issues you can use the following contacts:

- ❖ **General Advice About Lettings**
Bosko Medakovic, Childrens' Services Directorate (01905 766391)
- ❖ **Employment & Payment of Lettings Custodians**
John Draper, Childrens' Services Directorate (01905 766121)
- ❖ **General Finance & Banking of Lettings Income**
Please contact your nominated Children's Services Schools' Finance Officer
- ❖ **Advice on VAT**
Norma Fox, Financial Services Directorate, (01905 766521)
- ❖ **Advice on Insurance**
Karen Seabright, Financial Services Directorate (01905 766515)
- ❖ **Youth Support**
Sue Tominski, Childrens' Services Directorate (01527 595036)
- ❖ **Extended Services (Schools)**
Hannah Needham, Children's Services Directorate (01905 728914)
- ❖ **Extended Services (Children's Centres)**
Cath Ellicott, Children's Services Directorate (01905 728985)
- ❖ **Safeguarding Children**
Sally Mills, Children's Services Directorate (01905 728902)
- ❖ **Civil Emergencies**
Steve Hatch, Children's Services Directorate (01905 766388)
- ❖ **Controlled Stationery**
Gill Georgie, Financial Services Directorate (01905 6506)
- ❖ **Physical Education Advice**
Physical Education Advisory Team, Children's Services Directorate (01299 873968)
- ❖ **Property Maintenance**
John Burton, Property Services Division (01905 766476)
- ❖ **Health and Safety**
Christine Birch, Childrens' Services Directorate (01905 723259)

Conditions of Hire for Buildings

Throughout this document and solely in relation to it, the term 'Council' means Worcestershire County Council and includes where appropriate the Governors of any school administering lettings under delegated authority.

1. All applications for the hire of accommodation must be made in writing at least seven days before the accommodation is required. The person who signs the application will be considered by the Council for all purposes to be the hirer. Where a promoting organisation is named in the application for hire that organisation will be similarly considered to be the hirer and will be jointly and severally liable hereon with the person who signs the application.

The Council reserve the right to impose further conditions to meet the particular requirements of the hirer and may, at their absolute discretion and without reason being given, refuse to grant any application for the hire of accommodation and facilities or cancel without notice any hiring previously accepted.

2. The charges for the hired accommodation and any other additional sums payable by the hirer will be as set out in the Council's scale of charges or as otherwise determined by or on behalf of the Council.

The Council may at their absolute discretion and without reason being given require a deposit from the hirer in addition to the charges for accommodation. Such a deposit will be returnable after the hiring provided there has not been any breach of Conditions 10 and 20.

3. The numbers of persons attending the function must be notified to the Council not less than 48 hours prior to the function. Numbers notified are not to be exceeded under any circumstances except by prior agreement in writing. In no case will persons be admitted to social functions after 10.00p.m. and in all cases use of the accommodation must be terminated no later than 3.00a.m. (Saturdays 12 midnight).

4. The hirer shall provide at the hirer's cost such numbers of attendants and stewards as may, in the opinion of the Council or their authorised officer, be necessary to secure the observance and performance of the stipulations contained in these Conditions including those relating to the observance of fire precautions. Such attendants and stewards shall be the servants of the hirer, but will comply with the reasonable requirements of the Council in the performance of their duties

5. If the hirer fails to observe and perform any one or more of the stipulations contained herein the Council may:

a) charge to and recover from the hirer any expenses incurred by the Council in engaging police constables or other persons to secure such observance and performances:

b) Cancel any other engagements for any room or rooms in the hired premises that the hirer may have made without incurring any liability to the Council whatsoever other than for the return of any fee paid.

c) Charge to the hirer the cost of clearing the premises of litter in accordance with the provisions of the Environmental Protection Act 1990.

6. Specific written permission from the Council must be obtained by the hirer before intoxicating drinks may be brought onto the premises. The sale of intoxicating liquor at the hired premises may only be undertaken by the current holder(s) of a Justices Licence and in accordance with the provision of that Licence. The hirer is responsible in all respects for applying for and ensuring compliance with any such Licence.

7. The hirer shall, if required by the Council, supply for approval, a copy of the programme of any proposed entertainment not less than 7 days before the presentation of such entertainment.

8. No copyright, dramatic or musical work shall be performed or sung without the licence of the owner of the copyright and all such licences shall be produced to the Council before the commencement of the hiring. The hirer shall indemnify the Council against any infringement of copyright which may occur during the hiring.

9. The hiring does not entitle the hirer to use or enter the premises at any time other than the specified hours for which the accommodation is hired unless prior arrangements have been made with Council which will grant reasonable access before and after the hiring period in accordance with the availability of the accommodation.

10. The hirer shall take good care of and shall not cause any damage or permit or suffer any damage to be done to the hired premises or to any part or parts thereof or to any fittings, equipment or other property therein and shall make good and pay for the damage thereto (including accidental damage) caused by any act of neglect of the hirer, the hirer's servants, agents or any person resorting to the hired premises by reason of the use of the hired premises by the hirer.

11. The Council will not accept responsibility or liability in respect of any damage or theft or loss of any property, goods, articles or things whatsoever placed, deposited, brought into or left upon the hired premises either by the hirer for the hirer's use or purpose or by any other person, or left or deposited with any officer or servant of the council and the hirer must indemnify and hold the Council and their servants and officers harmless in respect thereof. It is the responsibility of the hirer to provide cloakroom attendants, and Council employees are not permitted to assist in the cloakrooms.

12. The Council shall not be liable for any loss due to any breakdown of machinery, failure of supply of electricity, leakage of water, fire, Government restriction, strike, Act of God, or any unforeseen circumstances which may cause the premises to be temporarily closed or the hiring to be interrupted or cancelled.

13. The hirer shall be liable for and shall indemnify the Council in respect of any loss, damage or injury which may be incurred by or be done or happen to the hirer or any person in the hirer's employ or any of the hirer's sub-contractors or by or to any other person or persons resorting to the hired premises by reason of the use of the hired premises by the hirer.

14. The Council may require any hirer to disclose to them the arrangements (including any insurance in relation to any liability) made or effected by the hirer for damage accepted by the hirer, or in relation to any indemnify hereby given.

15. The hirer shall not himself let, hire or licence to any other person to let the hired premises or any other part thereof. Should the hirer fail to comply with this condition the hiring will stand cancelled and charges paid forfeited and the hirer and sub-hirer excluded from the accommodation.

16. The right of entry to the hired premises is reserved at any time during the hiring to any member of the Council, any officer of the Council on duty, any police officer on duty and any other person (whether employed by the Council or not) lawfully undertaking duties connected with the safety or security of the accommodation, or with the health, safety or welfare of the persons therein.

17. The hirer, the hirer's servants, agents and contractors shall during the hiring and during such other times as they or any of them shall be in the hired premises for the purpose of hiring comply with all reasonable requirements of the Council or their authorised officer.

18. The hirer shall during the hiring be responsible for:

a) The efficient supervision of the hired premises including the effective control and safeguarding of children, the orderly and safe admission and departure of persons to and from the hired premises and the orderly and safe clearance of the hired premises in case of emergency;

b) The safety of the hired premises and the preservation of good order and decency therein;

c) Ensuring all doors giving egress from the hired premises shall be kept unfastened and unobstructed and immediately available for exit during the whole time the hired premises are in use and no obstruction shall be placed or allowed to remain in any corridor giving access to the hired premises.

19. Except with the consent in writing of the Council the hirer shall not cause or suffer any animal in the hirer's charge or in the possession of any person resorting to the hired premises during the hiring to enter or remain in the hired premises.

20. The hirer shall at the expiration of the period of the hiring leave the premises in a clean and orderly state.

Hirers are reminded that in accordance with their duties under the Environmental Protection Act 1990, the Governors or the school require the premises to be left free of litter. Failure to clear the premises of litter after use may result in the Governors charging to the hirer the cost to them of so clearing, and repeating failure to remove litter after use may result in the cancellation without notice of any hiring in accordance with condition 1 hereof.

21. No inflammable materials shall be allowed within six feet of any light in the building.

22. No bolts, nails, tacks, screws, bits, pins or other like objects shall be driven into any part of the hired premises nor shall any placards or other articles be fixed thereto.

23. The Council or any person so authorised by the Council can stop any entertainment or meeting not properly conducted.

24. No publicity or advertising material, flags, notices, emblems or other decorations shall be displayed within the grounds and premises of the hired premises or on the gates, walls, fences and hedges forming the boundary of the premises without the previous consent in writing of the Council.

25. Any lighting and audio/visual equipment supplied by the Council shall at all times be operated by persons employed by the Council for that purpose and no other person whatsoever shall operate or attempt to operate or interfere with the lighting or audio/visual equipment without express prior permission.

26. No additional lights or extensions form the existing electric light fittings, nor audio/visual equipment provided by the hirer or his agents shall be used without the previous consent of the Council, and any such lights, extensions or

equipment shall be disconnected or switched off if any authorised officer of the Council so requires.

27. No persons other than persons directly concerned with the presentation of any function shall be permitted on the stage (if any) or in the ancillary adjoining the stage (if any).

28. Except with the previous consent in writing of the Council, no part of the hired premises shall be used by the hirer for the sale of anything whether by auction or otherwise except when the hired premises are specifically hired for the purpose of holding such a sale.

29. The property of the hirer and the hirer's agents must be removed before 12 noon on the date next following the period of hiring or additional fees will be charged for each or part day until the same is removed. The Council accept no responsibility for any property left on the premises after the hiring.

30. Smoking is prohibited.

31. All scenery and costumes used for performances and the like must be fire proof.

32. The express written permission of the Council must be obtained for the use of streamers, balloons or confetti.

33. No exit may be blocked, chairs or obstructions placed in corridors or internal doorways, or fire appliances tampered with or removed. Please refer to condition 18.

34. Any special staging or equipment required and provided by the hirer shall be a matter of negotiation between the hirer and the Council's authorised officer.

35. If the hirer wishes to cancel a single booking at least 3 clear days' written notice shall be given or for cancellation of an arrangement to hire premises regularly, 1 month's written notice is required otherwise the Council shall be entitled to retain the fees paid. If, as a result of such cancellation, the Council incurs a loss in excess of the fees paid by the hirer, the hirer shall pay to the Council as liquidated damages the amount of such loss. For block bookings, a refund will only be given where the facilities are not available due to unforeseen circumstances.

36. Any complaint arising out of the hiring must be made in writing to the Council.

37. Any notice, demand or request by the Council to or upon the hirer may be sent by ordinary pre-paid post addressed to the hirer at the hirer's address given in the hirer's application and shall be deemed to be made or served at the time when the letter containing the same would be delivered in the ordinary course of post.

38. The hirer is requested to contact the Council to obtain details of the prevailing fire precautions and security arrangements.

39. The hirer is to be responsible for the conduct of his own employees, agents and contractors including all health, safety and welfare matter. The hirer must make his arrangements in such a way as to ensure at all times:-

(i) Compliance by him of his responsibility under the Health and Safety at Work Act; and,

(ii) Compliance and co-operation by himself and his employees, agents and contractors with any arrangements made by the Council for security of the hired premises or any part thereof or to secure compliance with any duty or requirement in relation to health and safety at work.

40. The hirer shall be responsible for (and shall indemnify the Council against any breach) compliance with any statutory provisions relating to the preparation, display and sale of food for human consumption,

41. The hire of accommodation does not include any right to car parking accommodation, except that vehicles bringing passengers, exhibits, fittings etc., may stand in such part of the Car parking area surrounding the premises as the Council may determine for such time as necessary at their own risk.

Director of Corporate Services, County Hall, Worcester. Tel: 01905 763763

Please Note...

Where application for hire is for an unspecified period, users should renew their application as necessary for each school year (i.e. commencing September). Such renewed application should be made not later than the end of the preceding May. Applicants are asked to notify the school immediately in the event of there being a change in the name and address of the person with whom the school should communicate regarding the letting arrangement.

SCHOOL LETTINGS COSTS & CHARGES

Under delegated arrangements, schools decide their own charging levels, bearing in mind that Fair Funding regulations stipulate that schools should not subsidise non-school lettings overall (individual users may be subsidised, as the annual total lettings income covers all lettings costs).

Schools will therefore need to make charges that take account of Lettings Custodian\Caretaking costs, along with an amount to cover other items such as heating, lighting, maintenance, repairs and any related administrative costs. As a suggested guide, the following charging levels should ensure that all school costs will be covered. Schools are strongly advised to investigate the likely costs it may incur, as it is accepted that costs at one school may differ greatly from those at another.

A. BASIC CHARGE

Actual Lettings Custodian’s fee plus 25% for on-costs Calculated from Lettings Custodian’s letting agreement Appendix 7

B. ACCOMMODATION

The following details are aimed at enabling schools to better calculate charges to hirers, by way of their being more able to identify what the site specific costs are likely to be to the school in respect of such use. Schools using their own formulas are free to continue to do so, bearing in mind that schools can not subsidise non-school users overall, etc., as mentioned previously.

It is envisaged that schools need only set up this ‘formula’ once and thereafter inflate the figures accordingly based on annual inflationary increases and changes to school accommodation and site, etc. Schools are also hereafter expected to maintain up to date calculations, specific to their sites, as the LA will no longer issue schools with general ‘suggested’ breakeven hire charges.

SUGGESTED BUILDINGS RELATED COSTS CALCULATION FORMULA						
FIGURES USED ARE EXAMPLES ONLY						
A	B	C	D	E	F	G
ITEM	TOTAL ANNUAL COST (£)	TOTAL SITE FLOOR AREA (SQM)	TOTAL ANNUAL HOURS OF OPERATION	COST PER SQM PER HOUR (£)	SIZE OF ACCOMMODATION FOR HIRE (SQM)	COST PER HOUR, PER AREA/ROOM(£)
HEATING	£10,000.00	1000	760	£ 0.01	100	£ 1.32
ELECTRIC	£18,000.00	1000	1520	£ 0.01	100	£ 1.18
WATER	£ 8,000.00	1000	1520	£ 0.01	100	£ 0.53
MAINTENANCE	£25,000.00	1000	1520	£ 0.02	100	£ 1.64
TOTAL ACCOMMODATION COST TO SCHOOL						£ 4.67
SUGGESTED FORMULA						Column
B divided by Column C, then divided by Column D, equals Column E, which is then multiplied by Column F to equal Column G						
NOTES						

1. Column A features the item of expenditure. Column B is the total amount spent during the year by the establishment on the particular item in question. Column C is the total site floor area to include 'shared' areas, for which establishments are responsible. Column D relates to the total number of hours the establishment is 'normally' in operation during the course of the year. Column E shows the item cost to the establishment on a per hour/per sqm basis. In Column F the actual area to be used needs to be inserted (please also see point 4 below). Column G shows the item cost to the establishment from which actual hire fees can then be considered.
2. Please insert actual establishment details in columns B, C, & D to identify individual costs per establishment. These details should feature in end of year accounts (for Column B), school budget summary sheets and/or cleaning contract schedules (for Column C), and school calendar (for Column D) i.e. hrs in normal school day X 5 days per week X number of weeks in term time per year.
3. It should be noted that as a general rule, heating is usually only required for half of the year (i.e. October to April). This is reflected in the example figure shown in column D for this item.
4. Also in relation to heating costs, column F should reflect the total area that is actually being heated which is not necessarily the total area that is to be used. This will apply in cases where rooms can not be heated individually without having to heat whole buildings or parts thereof.
5. The items shown in Column A are examples of obvious buildings related costs, but establishments may identify other items (e.g. Administration) that are peculiar to that site/event which can be included.

C. OUTDOOR FACILITIES SUGGESTED BREAK-EVEN RATE

Facility	Suggested Break-even Rate	
Tennis Court - (per hour)	£	3.00
Netball Pitch - (per game)	£	5.00
Cricket, football, hockey, rugby pitches - (each per game)	£	10.00
Athletics Field - (per daily event)	£	25.00
NB: Above charges do not include changing facilities		

D. EQUIPMENT AND FACILITIES

In most cases, hirers will only request the use of a room(s) for the purposes of their use, however, on occasion, requests for the use of specialist equipment may be made. In considering such requests, schools should note that the hire charges referred to in Paragraph B of this Appendix do not include a charge for any such equipment, although the charges referred to in Paragraph C of this Appendix are inclusive of pitch/court markings and posts only.

Most commonly requested specialist items include equipment such as a piano, stage lighting, seating, IT and visual aids, and kitchen facilities. It is fair to say that schools do incur costs in the provision and maintenance of these items and as such would need to consider charging an appropriate additional hire fee.

Based on historical practice, the LA has identified and updated nominal charges (at cost only) that the school may wish to adopt. Alternatively the school may have identified its own more accurate costings which it can apply. For your information, listed below are some suggested charges (excluding VAT).

Equipment\Facility	Suggested Break-even Rate	
Piano - per hour or part thereof	£	2.00
Stage Lighting – per hour or part thereof	£	12.00
Catering Facilities:		
• Light Refreshments - per 100 persons or part thereof	£	12.00
• Buffet - per 100 persons or part thereof	£	24.00
• Cooked Meal - per 100 persons or part thereof	£	36.00
NB: Above catering charges do not include costs associated with the room hire charges for a kitchen, which must also be added		

E. VAT

All charges quoted above are exclusive of VAT and should be added where applicable - See Appendix 3.

F. STATUTORY USERS

- ❖ Elections (Parish/District/County/General/Euro – Actual costs only to apply).
- ❖ Other LA In-service uses and Emergencies - Actual cost only to apply.
- ❖ Parish Council **Business** meetings – charged at cost (refer to Appendix 2) (Parish Council meetings other than business meetings can be charged on the same basis as for any other casual letting). (An Application/Invoice form should be issued to the Parish Council).

G. LEASED, LICENSED, AND DUAL USE OF PREMISES

Where an agreement with a Third Party e.g. another local/public authority, is in force, the charges will be those applicable under that agreement and **NOT** those specified within this lettings scheme.

H. FURTHER NOTES ABOUT HIRE CHARGES & FACILITIES

- ❖ Costs for the use of toilet facilities (but not cloakrooms) should be included in the hire rates and the facility should be made available to all hirers.
- ❖ Changing accommodation should be charged for in addition to the specific charges for the hire of outdoor facilities.
- ❖ Schools may also wish to make charges for the use of on site car parking facilities, at their own discretion.

Value Added Tax

1. VAT Exemptions

The VAT liability for the letting of facilities depends on the provision being supplied

- Hire of land and buildings – Exempt
- Hire of specialist equipment or additional services – Standard Rate
- Hire of sports facilities for sports use on a short term let – Standard Rate
- Hire of sports facilities for sports use on a long term block booking - Exempt

2. General Purpose Premises

The hiring of general-purpose premises such a school halls, general purpose meeting rooms or classrooms, kitchens, etc. where **no specialist or additional facilities** are supplied as part of the premises, is **exempt** from VAT.

This is not affected where the facility normally includes

- a) Tables and chairs,
- b) A stage.
- c) Floor markings for badminton, basketball, etc. (no equipment)
- d) A piano

- 2.1 The hire of theatres can be treated as general-purpose premises but this depends on who is running the performances. If the theatre is hired out as a complete package to an external organisation who then runs the performance this is the hire of the building and exempt from vat. (For other scenarios on performance seek alternative VAT advice)

3. Specialist Equipment & Services

Where a separate charge is levied for additional equipment or services the Vat liability is based on each item supplied. This is normally standard rate VAT.

4. LETTING OF SPORTS FACILITIES

4.1 Sports Facilities Definition

A sports let occurs when a sport facility is hired for a sporting activity. This includes swimming pools, tennis and squash courts, gymnasium, halls specially equipped for games, dance studios, cricket and football pitches, etc. Premises count as sports facilities if they are designed or adapted for playing any sport or for taking part in physical recreation.

4.2 Short Term Lets

The supply of one off or short-term lets is **standard rate** for VAT. (Each let must be for less than 24 hours)

4.3 Series of Lets of Sports Facilities – block bookings

The supply of sports facilities for a sports activity can be **exempt** if you contract to hire for a series of lets and **all** the following conditions are met. If the conditions are not met then the Vat liability reverts back to the Standard Rate.

- a) The series must be of **ten or more** periods - it does not matter whether or not the total time exceeds 24 hours.

- b) Each period must be playing the same sport or activity and must be in the same place. A different pitch on the same playing field would count as the same place.
- c) The interval between each period must be between one and fourteen days. (A letting for every other Saturday afternoon fulfils this condition).
- d) There must be clear evidence of the existence of a written agreement for the series of lets. This must include evidence that payment is made in full for the series whether or not the right to use the pitch is actually exercised on a particular occasion. A formal agreement, an exchange of letters or the application/invoice form would be acceptable as evidence.
- e) Refunds options in the agreement. This can include a refund if the facility is unavailable for unforeseen circumstances, such as a football pitch flooded but not for cancellation of booking. If the agreement has a clause permitting refunds or credits on cancellation of a booking or a refund is given then the exempt rule does not apply and the whole of the booking series is vatable.
- f) Payments can be made periodically (ie weekly) as long as the agreement is for the whole block booking and the full payment is received.
- g) The person to whom you let the facilities must be a school, a club, an association or an association representing affiliated clubs or constituent organisations - such as a local football league, a non-profit making organisation.
- h) The person hiring the facilities must in all cases have exclusive use of them during each period of hire and must have a substantial degree of control over the land or premises hired.

4.4 **Exempt supplies involving sports facilities**

Example of supplies that are Exempt from VAT which involve sports facilities are :-

a) **General purpose halls**

If you hire out a general purpose hall that contains no sports facilities or equipment beyond floor markings for, say, Badminton, then you are making an exempt supply even if the purpose of those wanting to use the hall on a particular occasion happens to be to play Badminton.

b) **Sport facilities hired for a non-sporting purpose**

If you hire out sports facilities for what you know to be a non-sporting purpose, for instance a football pitch for a church fete or a sports hall for political meeting - you are making an exempt supply.

c) **Sports grounds hired out for galas**

If you hire out a sports ground, such as a public swimming bath or a football stadium to someone who will use it to stage a show, for example a swimming club gala to which they will admit the public for a consideration, the supply you make to the organisers is exempt.

d) **Provision of sporting instruction**

Provision of an educational lesson in sporting activities is deemed to be exempt from vat as an educational activity. The charge must include an instructor from the school providing the instruction. A caretaker or supervisor present on playing fields, or in the hall where sports activities are carried out would not be providing education and is a hire of a sports facility.

A cricket instructor who runs a course on cricket would be providing education, (exempt from vat), but standing watching a cricket game would not. Referee/assistant referee's are providing education.

5. SUMMARY of VAT Liability: -

	VAT treatment Category
General Purpose Premises	exempt
Specialist equipment / service for additional charge	standard
Sports facilities – short term lets	standard
- series of lets (block booking)	exempt
long term lets (over 24 hours)	exempt
Sport facilities for non-sporting purpose	exempt
Sports grounds hired out for galas	exempt
Provision of sporting instruction - education	exempt

6. Banking Income and coding

- 6.1 When banking income for lettings that are exempt from VAT, the gross amount is entered with budget code and the vat indicator AE. This is the same for entering on paying-in slips or direct to SAP.
- 6.2 When banking income for lettings, which are subject to VAT, the gross amount is entered with the budget code and the vat indicator for standard rate VAT. This is the same for entering on paying-in slips or direct to SAP. The system will calculate the vat splitting the charge between the net amount (coded to the budget code shown) and the VAT code.

CALCULATION OF HIRING CHARGE

(to be filed with the school's copy of Application/Invoice form LA1)

Applicants:			
Dates/Days required:			
Time required:	From:	To:	Booking Number:

	Charge (Excl.VAT)	VAT applicable?
A. Lettings Custodian Costs (including 25% on costs) (see Appendix 7)	£	Yes/No
B. Accommodation (charges decided by the school – see Appendix 2)	£	Yes/No
C. Other Facilities (playing fields, etc)	£	Yes/No
D. Equipment:		
• Piano	£	Yes/No
• Stage Lighting	£	Yes/No
• Kitchen Facilities	£	Yes/No
• Other	£	Yes/No
E. Heating	£	Yes/No
Sub-Total Hiring Charge (Excluding VAT)	£ _____	
Amount included above (if any) on which VAT is chargeable at the standard rate	£ _____	
Total:	£	

**DRAFT FOLLOW-UP LETTER/INVOICE REQUIRING
PAYMENT OF LETTINGS FEES FOR A REGULAR HIRING**

Date

Addressed to the hirer
School address

Dear

RE: INVOICE FOR HIRE OF SCHOOL FACILITIES UNDER

BOOKING NUMBER: enter school's booking reference number from original application/invoice form LA1

APPROVED ON: enter date of approval by headteacher or authorised signatory

Your copy of the application invoice for the use of the school's facilities referred above notified you of the initial amount payable. This amount should already have been paid.

A further payment of £ is now due as follows:

Hiring Date	Amount on which VAT is NOT chargeable	Amount on which VAT is chargeable	VAT	Insurance	Total Payable
	£	£	£	£	£

Please make payment at the school within the next 7 days, either in cash, or by cheque made payable to Worcestershire County Council.

If any previous charges have not yet been paid, please ensure that they are paid immediately.

May I draw your attention to the terms and conditions of hire printed on the reverse of your copy of the application/invoice form LA1. Facilities may be withdrawn if payments are not made when due.

This letter constitutes a formal VAT invoice from Worcestershire County Council - VAT Reg. No. GB 705 6721 42.

If you have any queries please contact the school.

Yours sincerely

Headteacher

LETTINGS CUSTODIAN DUTIES

(For the purpose of these notes, the words 'Lettings Custodian' refer to any individual employee who undertakes lettings duties either paid or voluntarily).

A. Before the Letting

- A1. The Lettings Custodian must be satisfied that approval for the letting has been given by the headteacher, for instance, by confirming that the relevant lettings application form has been completed by the hirer.
- A2. The Lettings Custodian must also ensure that 'double bookings' are avoided, bringing such incidents to the attention of the headteacher, as soon as possible.
- A3. The accommodation requested must be made available to the hirer, at the time agreed. If chairs have been requested, these too should be made ready for use, unless it has been agreed with the hirer that they will set out and put away the chairs themselves.
- A4. The Lettings Custodian should check the accommodation to ensure that there is no damage/theft to the accommodation/equipment prior to the letting taking place.
- A5. Unless prior agreement has been reached, hirers will not generally be allowed to enter the premises before the stipulated time. If such agreements have been made, the Lettings Custodian should note the exact time of entry.

B. During the Letting

- B1. The Lettings Custodian is not required to remain on site for the duration of the letting, unless prior approval from the headteacher has been sought.

C. After the Letting

- C1. The Lettings Custodian must ensure that the facilities have been left in a clean and tidy state by the hirer, ready for use by the school. Should the premises not be left in a satisfactory state by the hirer, then the Lettings Custodian may claim additional cleaning time, the cost of which will be passed on to the hirer.
- C2. The Lettings Custodian should ensure that all lights are switched off, windows/doors locked, the premises are totally vacated and secure (including the activation of security systems, where appropriate) after the letting. The Lettings Custodian should also check the school accommodation/equipment again to ensure that no theft/damage has occurred during the letting.
- C3. If the hirer is still on the premises beyond the stipulated expiry time of the letting, the Lettings Custodian may claim up to the actual time the hirer vacated the premises.
- C4. The Lettings Custodian must also ensure that the premises were used by the stipulated hirer and that sub-letting of the premises has not occurred.
- C5. Claims for payment to Lettings Custodians for lettings' duties must be submitted to the Children's Services Directorate's, Staffing, Salaries and Appointments Section, using Form SWA/LET, on a monthly basis.

D. Accommodation

- D1. All rooms/accommodation that have been used by the hirer must be stated on Form SWA/LET (mentioned in C5 herein), unless they are used as a 'corridor', i.e. to gain access from the outside to a particular room.
- D2. Schools are entitled to insist that changing rooms are used by clubs whose members change on the site.
- D3. If the hirer wishes to use additional accommodation to that previously stipulated, the hirer should be made aware that an additional fee will be charged as a result, and the Lettings Custodian must inform the headteacher accordingly.

E. Cancellation

- E1. The conditions for the Hire of County Council Premises (Condition No.35), refers to cancellation of bookings and requests that hirers must give at least 3 clear days written notice for the cancellation of a single booking and at least 1 month's written notice for the cancellation of a regular booking.

If a cancellation is made without adequate notice, the Lettings Custodian may claim for the letting as usual and any subsequent costs will be passed on to the hirer. Such incidents must be brought to the attention of the headteacher immediately.

APPENDIX 7

CARETAKERS' LETTINGS AGREEMENT

When the school premises are used outside designated working time and the Lettings Custodian has to carry out additional duties as described in Appendix 6, he/she should be rewarded for the performance of those duties.

The payments as agreed from 1st April 2008 are indicated on the two tables that follow. Such payments are revised from time to time by the LA, following consultation with the appropriate trade union, with subsequent updates being forwarded to schools accordingly.

There are two rates of payment, the first (Table A) is based on the number of units of accommodation used in circumstances where the Lettings Custodian has to open and close the premises, but is not required to remain on site throughout, and the second (Table B) applies when the Lettings Custodian has to be on duty throughout the period of hire. The decision as to whether the Lettings Custodian is required to remain on duty during the letting or not, is a matter for the Headteacher. Payments to Lettings Custodians are made **either** under Table 'A' **or** Table 'B', with each operating independently.

It should be noted that both Tables shown do not include any 'on costs' in respect of calculating costs to the school. See Appendix 7, General Notes, Point 7, herein.

Table A – Payment to a Lettings Custodian when full time attendance **is not** required during the letting period

As Of 1st April 2008	
Total Number Of Units Of Accommodation In Use	Payment Due To Lettings Custodian
1	£ 9.90
2	£ 11.88
3	£ 13.86
4	£ 15.84
5	£ 17.82
6	£ 19.80
7	£ 21.78
8	£ 23.76
9	£ 25.74
10	£ 27.72
Each additional unit thereafter, add	£ 1.98

(Units of accommodation include halls, gymnasiums, classrooms, workshops, playgrounds, playing fields, changing rooms, etc. but exclude toilets, passageways, common areas and car parks).

Table B - Payment to a Lettings Custodian when full time attendance is required during the letting period

As Of 1st April 2008		
Duration After Normal Duty Time (Hours : Minutes)	Payment Due Up To Scale 3 £	Payment Due To Scale 4 & Above £
01:00	13.20	14.79
01:15	15.38	17.26
01:30	17.56	19.73
01:45	19.74	22.20
02:00	21.92	24.67
02:15	24.10	27.14
02:30	26.28	29.61
02:45	28.46	32.08
03:00	30.64	34.55
03:15	32.82	37.02
03:30	35.00	39.49
03:45	37.18	41.96
04:00	39.36	44.43
04:15	41.54	46.90
04:30	43.72	49.37
04:45	45.90	51.84
05:00	48.08	54.31
05:15	50.26	56.78
05:30	52.44	59.25
05:45	54.62	61.72
06:00	56.80	64.19
Each additional 15 minutes thereafter, add	2.18	2.47

GENERAL NOTES

1. A letting in the evening, weekend, or holiday time use of the school premises must be approved by the Headteacher.
2. Where the Lettings Custodian is on duty during the letting, he/she may be required to undertake other duties at the discretion of the Headteacher.
3. The letting arrangement applies only to periods outside the Lettings Custodian's normal working time.
4. No hiring fees shall be paid directly to the Lettings Custodian.
5. The agreement recognises a commitment on the part of Lettings Custodians to undertake lettings. However, it is essential that reasonable notice is given and that the Lettings Custodian is allowed a reasonable number of free evenings in any week. It is essential that such matters be discussed by the Lettings Custodian and Headteacher, prior to the confirmation of any booking.
6. If a person other than the School 'Caretaker' undertakes lettings duties, the care of the facilities used is returned to the 'Caretaker' immediately upon the letting ending.
7. The amounts shown on this appendix are the payments due to Lettings Custodians and do not include any on-costs for employers' national insurance and superannuation. Actual costs to schools in this respect, can be calculated by adding a 25% addition to the gross Lettings Custodian's payment.

APPENDIX 9

THE USE OF STAGE LIGHTING AND SOUND EQUIPMENT BY HIRERS

The use of lighting or sound equipment by outside hirers has a high potential for accidents which could lay both the establishment and the LEA open to legal action. It is acknowledged that there may be occasions when an affiliated organisation, such as a PTA, might reasonably expect to use such equipment, but it is important for the equipment to be under the control of a member of staff, preferably the person in charge of the stage lighting.

Hirers should be given a copy of the following guidance (amended from section 2.35 of the Handbook of Safety Information) and asked to sign to show their assent to be bound by them.

- a) Stage lighting equipment should be under the control of a single, specified member of staff (the "person in charge") who should be competent and experienced in its use and maintenance. The name of the person in charge should be displayed on a notice affixed to the stage lighting switchboard, which should also require that no alterations should be made without their knowledge and agreement.
- b) Lighting equipment should be kept in a locked store, the key to be held by the person in charge of the equipment and not by hirers.
- c) Any request to use the school's lighting or sound equipment must be discussed and agreed with the Headteacher and the person in charge. Requests for such equipment should be made at least three weeks in advance of the performance.
- d) No lighting, sound equipment or wiring (fixed or movable) should be modified in any way (eg. fitting, repair or removal of plugs or sockets).
- e) The use and return of any equipment must be recorded in the log-book held by the person in charge.
- f) Any lighting set-up should be inspected by the person in charge of lighting before being connected to the mains. This inspection should be recorded in the log-book.
- g) The stage and surrounding areas should be cleared of all temporary (moveable) cables and lights etc. as part of the dismantling of the sets so that the areas are not obstructed and there is less opportunity for damage to be done to equipment.
- h) Lighting equipment should be returned to the person in charge for inspection before storage and/or maintenance. The return of the equipment and its inspection should be recorded in the log-book. Any faulty equipment should be taken out of use until it has been repaired. Repairs should be noted in the log-book.
- i) Any extra equipment brought in or hired for use in the school, unit or centre must be of sound construction, suitable for the use to which it is to be put and properly inspected before use by the person in charge.
- j) Stage lighting lanterns and other tall or suspended equipment must be fitted with safety chains as well as a support bracket.
- k) Only approved, fire-resistant flexible cable should be used for stage lighting equipment. Domestic cables must not be used and temporary or improvised connections must not be made.

- l) Stage lighting wiring must not be interconnected with other parts of the establishment's electrical installation. There is a danger of inadvertently applying 415V to equipment under certain circumstances.

Pre-Performance Checks

Before admitting the public, checks should be made to ensure that:

- a) All safety devices (eg. RCD circuit breakers) are working correctly;
- b) The fire alarm system is working and fire extinguishers and hosereels, (if any), are in place and in good order;
- c) The emergency lighting system is functional, all "EXIT" notices are illuminated and the general (house) lighting is operating correctly;
- d) All exit doors are clear of obstructions (inside and out) and open easily;
- e) Access to all electrical supplies and main switches is clear of obstructions.

If lettings involve dancing or public performances of drama, music or similar entertainments, the school will almost certainly require a 'licence' (whether or not a charge is made for admission). These can be obtained on application to the local District Council. Further details are given in section 2.27 of the Handbook of Safety Information.

Letting of School Swimming Pools to Third Parties

N.B. This Appendix also constitutes Appendix D of the Children's Services Directorate guidance document: "Safe Practice in Swimming". (WCC 2009)

1. Introduction

1. The aim of this appendix is to make those schools with a swimming pool, aware of the implications and issues that need to be addressed, should they decide to allow third party use of their pool.
2. There are benefits in allowing the community use of school facilities, and the purpose of this appendix is to offer guidance to schools about properly regulated use of school swimming pools.
3. There must be a written procedure that allows the school to be satisfied that third party hiring of the pool and associate facilities meet LA requirements.
4. The hazards associated with water are numerous and all persons associated with such use must be aware that it is an activity that carries with it a very high risk factor.

2. Main Principles

1. The procedures as set out in the Casual Lettings Scheme also apply to the letting of school swimming pools. Further specific guidance related to the letting of swimming pools is covered within this appendix.
2. Schools must clearly be able to demonstrate that the hirer(s) has been made aware of and accepts, (a) the terms and conditions of hire, and (b) other relevant procedures contained in this appendix, prior to their using the facilities. Records of acknowledgement to this effect must be kept for a minimum of five years.
3. Each school will need to determine for itself the facilities to be let and the purposes for which they can be used.

3. Terms and Conditions of Hire

1. The main contents of this appendix refer specifically to the use of a pool. There will be in most cases, expected use of ancillary facilities such as foyers, changing and shower areas, and toilet facilities that will also need to be taken into account.
2. The Casual Lettings Scheme gives a list of terms and conditions associated with the hire of buildings in general – see Appendix 1. The LA also requires that these conditions be made available to hirers in addition to those specifically aimed at hiring the pool.
3. The School will need to identify terms and conditions of hiring the pool facilities. Included in this appendix are some suggested universal points, but as each school site varies, there may be specific "local" issues that will also need addressing in this respect.

4. Safeguarding Children

1. See Section 1 item D above.
2. Further specific advice relating to the supervising of children in shower & changing areas can be found in 'Guidance for Safe Working Practice for the Protection of Children & Staff in Education Settings'.

5. Insurance

1. See Section 1 item K above.

6. Administration & Finance Procedures

1. Schools are advised to follow the procedures as shown in Sections L and M above in respect of bookings and confirmations of lettings. Please also see Appendices 1, 4, and 5.
2. See Section L and Appendix 2 above for advice on charges. Ultimately, the responsibility for identifying costs for the purposes of calculating charges to hirers rests with the school, who must if challenged, be able to demonstrate reasoned calculations in this respect. As in the case for other casual school lettings, consideration needs to be given to, buildings related costs, and staffing costs if applicable e.g. school caretaker, and not just pool costs.
3. There may also be VAT charges as defined within Appendix 3.
4. Again, schools are advised to collect casual lettings fees in advance of use by the hirer. See Section 1 items O and P above in relation to collecting payments and banking income.
5. As in the case of other casual lettings, Section 1 items Q and R refer to the use and payments to lettings custodians of swimming pools. See also Appendices 6, 7, and 8.
6. It is advisable that schools maintain a record of all lettings, to include use of any swimming pools. See also paragraph 2.2 in this appendix.

7. Use of the Pool - General Information

1. The following is a checklist of points to consider :-
 - The name(s) & address(es) of the person(s) in charge of users - this may not necessarily be the hirer.
 - Total numbers of swimmers and non-swimmers using the facility.
 - Name(s), address(es) and qualification(s) of the lifeguard(s) who will be present for the session(s) and who they will be provided by (usually the hirer of the pool).
 - The Emergency Action Plan (EAP) and Normal Operating Procedure (NOP) must be made available to all hirers. Hirers must sign to say they have received and understood these procedures. See paragraph 2.2 in this appendix.
 - General & specific rules of behaviour, conduct, and codes of practice need to be made known to all users prior to their use of the facilities. Again see paragraph 2.2 in this appendix. Paragraph 16 herein lists some suggested concerns that might be addressed in this respect.

8. Qualifications

1. A Swimming Instructor must hold an Amateur Swimming Association (ASA) Primary School Teacher Certificate for the Teaching of Swimming, an STA Certificate in Teaching Swimming (Primary Teacher (STC[PT]) or Secondary teacher (STC[ST]) as appropriate) or national equivalent as a minimum qualification.

2. Where working with specialist groups, additional qualifications may be required, for example, ASA Certificate for Teaching Swimming for People with Disabilities – Level 1 or 2 as appropriate to the group.
3. If supervising an un-programmed session the teacher or instructor must hold a current RLSS National Pool Lifeguard Qualification (NPLQ).
4. Teachers or instructors holding national governing body awards must renew in accordance with their recommendations.
5. It is also recommended that instructors/hirers have a First Aid at Work Certificate, which is currently renewable at 3 yearly intervals (this is expected to change within the currency of this document).
6. Furthermore, in the interests of safeguarding children, it is also recommended that instructors/hirers hold and keep updated a relevant certificate in appropriate child protection training.

9. Swimming Instruction/Supervision

1. The responsibility for the instruction, supervision and conduct of pool users will rest with the hirer, but must comply with Worcestershire County Council requirements which are set out in Safe Practice in Swimming, 2009. Schools must be satisfied that this has been made clear to the hirer(s) prior to their use of the facilities. Again see paragraph 2.2 in this appendix.

10. User/Supervisor Ratios

1. Individuals must not be permitted to swim alone and children must never be allowed unsupervised use of the pool.
2. Recommended ratios of instructors to users for different types of groups are given in Section 3 of Safe Practice in Swimming, 2009. The Normal Operating Procedure (NOP) for the pool will specify the maximum bather capacity. In varying the ratio, the size and design of the pool, the depth, clarity and temperature of the water as well as the age and competence of the swimmers must all be taken into account by those supervising the session.
3. It is advisable to reduce the group size when age, ability, experience and working environment aggravate the control of such groups.
4. At all times when users are in the pool, at least two suitably qualified adults (see section 7 above) must be present and prepared to act in an emergency, at least one of whom must remain on the poolside during pool sessions.

11. Emergency Procedure

1. Teachers, instructors, helpers, observers and users must be familiar with the Emergency Action Plan (EAP) for the pool. This will specify the system adopted to effect the emergency clearance of the pool.
2. Whatever system is adopted (whistle or pool alarm) the users should, on a regular basis, be asked to demonstrate that they fully understand the emergency procedure.
3. It is important that everyone should know where the nearest telephone, pool alarm (if fitted) and first aid equipment are situated. The teacher/instructor should also be familiar with the location of pool aids e.g. torpedo buoys/ropes/poles, etc.

12. Health & Safety

1. Schools must ensure that there is a clear health & safety policy and procedure in respect of swimming.
2. Information on safety in swimming is given in the following handbooks to schools :-
 - ❖ Safe Practice in Swimming (WCC 2009).
 - ❖ Handbook of Safety Information (WCC 1998), Section 5.13 - Swimming.
 - ❖ Safety in Physical Education (WCC 1998), Section 13 - Swimming.
 - ❖ Safe Practice in Physical Education and School Sport, Association for Physical Education 2008
3. All accidents and or near misses in swimming pools must be recorded in the school's Swimming Pool Accident Book and Staff/Adult/Visitor Accident Book as well as being reported to the LA's Health & Safety Co-ordinator, using Form RIDDOR 3, regardless of whether the incident occurred during school use or third party hire (lettings) periods.
4. For further information on safety see Section H above of the Casual Lettings policy.

13. Maintenance

1. This responsibility rests with the school who are reminded again that swimming is a high risk activity and therefore, the facilities provided in this respect need to be properly maintained.
2. It is advised that schools have a clear and effective procedure that identifies and deals with pool maintenance. There also needs to be in place a clear procedure for the reporting of maintenance issues. For advice on pool maintenance contact the LA's Property Services Division, Tel. 01905 766456.
3. For more information on swimming pool operational matters contact The Institute of Sport and Recreation Management, Giffard House, 36/38 Sherrard Street, Melton Mowbray, Leicestershire, LE13 1XJ. Tel. 01664 65531.
4. The school will also be responsible for 'water quality' within the pool. Further advice on water quality can be obtained from The Pool Water Guide, Pool Water Treatment Advisory Group, PO Box 19, Diss, Norfolk, IP22 3ES.
5. The school must ensure that full assessments of risk are undertaken both for the pool area and activities within the pool (under the Management of Health & Safety Regulations, 1992), and also for any chemicals used for water treatment or cleaning (under the Control of Substances Hazardous to Health Regulations, 1994). Guidance on suitable procedures are given in the Handbook of Safety Information (Sections 2.10 and 2.28) referred to in paragraph 11.2 of this appendix.
 - ❖ The school must ensure that all staff (e.g. caretakers etc) responsible for water quality testing and treatment have received suitable training and are competent to carry out these duties, as well as any general maintenance duties that they may be required to undertake. For further details in this respect contact the LA's Health and Safety Co-ordinator, Children's' Services (see contact details on Page 14).

14. Prohibited Uses

1. The pool should only be used for the purposes of swimming and related activities (e.g. canoe or sub-aqua training).
2. In the interests of safeguarding children, the use of any kind of photography equipment is prohibited.

15. Other Information & Contacts

1. For information on lettings and general concerns relevant contacts are listed under Section 3 above of the full Casual Lettings Scheme.
2. For information on the teaching of swimming contact the LA's Physical Education Advisory Team, Children's Services (see contact details on Page 14).

16. Rules For Students

(From Safe Practice in Swimming, WCC 2009)

- ❖ Never go onto poolside until a member of staff is present.
- ❖ Do not enter the water until instructed to do so.
- ❖ No running on poolside.
- ❖ No chewing gum or eating sweets or other food on poolside.
- ❖ No shouting or whistling.
- ❖ No jumping in or diving, except under instruction.
- ❖ No pushing others in.
- ❖ No holding others under the water or deliberately splashing them.
- ❖ No jewellery to be worn.
- ❖ No outdoor shoes on poolside.
- ❖ Pay attention on one short blast of the whistle.
- ❖ Leave the pool on one long blast of the whistle.
- ❖ All instructions from staff to be obeyed promptly.

Pool rules may vary and a copy should be provided to schools and other hirers, together with the NOP and EAP, in advance of pool hire.

17. Rules for Staff

(From Safe Practice in Swimming, WCC 2009)

Rules to ensure that lifeguards remain vigilant at all times. The following should also be practised by school staff supporting qualified lifeguards:

- ❖ never leave the poolside unattended;
- ❖ keep alert and never turn your back on the pool or cease watching the pool when on duty. Move position every five minutes or so;
- ❖ divide the area up into zones and constantly scan the area, counting heads, watching out for vulnerable or weak swimmers.