



Oak Hill First School

Casual Lettings: The Hiring Out of Facilities

Effective from February 2023

CONTENTS, DEFINITIONS & GENERAL NOTES

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Previous Policies – Worcestershire County Council Casual Lettings policy to all schools (2002, Revised 2009).

Wrap-Around Care – refers to pre school groups, before and after school clubs, out of school hours learning and care clubs, etc. Holiday play schemes are dealt with specifically in Section F.

LA – refers to Worcestershire County Council as the ‘Local Authority’.

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. Our school has much to offer the community through the use of our building 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, our community is able to support our school in developing its' role as a vital and vibrant part of the community.
- A2. The main principles applicable to lettings are as follows –
- ❖ Under the Local Authority's (LA's) scheme of delegation, our school 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, Worcestershire Children's First (see contact details on Page 15).
 - ❖ Our school must not subsidise the overall cost of non school lettings from the 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. Our school will need to define for itself:
- ❖ its main objective in letting the 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 our 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 our 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 reimbursed costs only for such uses. This arrangement applies to normal LA business activities and non-commercial functions. For issues relating to Worcestershire Children's First, Youth Support Services, contact Paul Finnemore, for Extended Services (Schools), contact Hannah Needham, and for Extended Services (Children's Centres), contact Alison Hext. (See contact details on Page 15).
- C2. In extreme cases, the LA may require use of our 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 reimbursed costs only for such uses. For issues relating to Civil Emergencies, contact Elizabeth Tassell Emergency Planning Officer (See contact details on Page 15).

D. Safeguarding Children

- D1. The LA 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 our function is discharged having regard to the need to safeguard and promote the welfare of children, and secondly, that the services we 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 our 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/School 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 our 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 (DBS) 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, our school should have regard to our 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. our school 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, our school 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. Our school 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 our 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. Our school is not expected to have a presence at all such sessions, however, it is recommended that our school looks to suspend such events where, in the opinion of the Headteacher, genuine causes of concern have been raised. Our school will also need to consider taking other appropriate action, in line with our 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. Our school 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 organisations/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, Worcestershire Children's First, 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, Worcestershire Children's First. (See contact details on Page 15).
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.

F2. As E3

F3. Managed Facilities:

- ❖ The provision of toilet facilities that are cleaned to a professional standard is an essential health & safety component for a letting that serves a reasonable number of children. The school will always provide a managed facility for a group serving 20 or more children.
- ❖ For smaller groups, if the letting custodian can prove to the Site Manager's satisfaction that cleaning standards for these key facilities can be maintained then the need to purchase a managed facility can be relaxed.

F4. Any group must:

- ❖ be able to provide evidence of membership of a relevant professional body, and also provide evidence of having appropriate full insurance cover.

G. Security

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

G2. To achieve the necessary level of security -

- ❖ a lettings custodian (ideally a Site Manager, Key Holder, School Business Manager, 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, we ensure that the hirer:
- ❖ has access to a telephone and a first aid box.
 - ❖ has adequate and appropriate insurance cover.
 - ❖ is aware of the procedure to follow in the event of fire.
 - ❖ is provided with a quantity of form RIDDOR whereby all accidents and near misses on the premises, whether to hirers or the public, must be reported to the LA.
 - ❖ has a Public Entertainment Licence as 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).
 - ❖ is not permitted to use school PE or other equipment which 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 Sandra Sandon, Health & Safety (see contact details on Page 15).
 - ❖ 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 15).

L. Charges

- L1. Under delegated arrangements, we decide our 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. We 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, we 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 Sue Matthews, Worcestershire County Council (see contact details on Page 15).

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

- M1. All applicants for the hire of facilities at our 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 our 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 our 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 Sue Matthews VAT Enquiries Team at Worcestershire County Council.
- ❖ 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 nominal code 09207/ sub nominal J2016 with the school cost centre and appropriate project code
- ❖ 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 Worcestershire Children's First School's Finance Team 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 our 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 N11 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. Payment must be received full and in advance for one off bookings. Regular block bookings are invoiced monthly in advance. Payment is due within 30 days of invoice receipt. All invoices should be paid before the monthly letting which has been invoiced for is due to take place, in order to prevent a loss of booking.

N3. All payments for lettings invoices should be made either by:

- BACS/Online Banking.
- Automated Telephone
- Worcestershire County Council – internet payment facility
- By post to Worcestershire County Council

Enquiries can be made to Worcestershire County Council Tel: 01905 843400 or by letter to County Hall, Spetchley Road, Worcester. WR5 2NP

N4. 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.

N5. 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, with a stipulation that the letting will not take place if payment is not received.

N6. 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 our school 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.

N7. 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, Worcestershire County Council will send reminder letters to ensure payment is made when required. A suggested format for such a letter is shown at Appendix 5 for school level debt recovery. A copy of any such letter should be filed with our 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.

N8. 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. In addition to this the school generates a VAT invoice from the E5 Finance System the format of the follow up letter at Appendix 5 fulfils this purpose.

N9. In circumstances where further charges are required because the hirer has used premises more extensively than originally envisaged when the letting was booked, we should send a further application/invoice form to the hirer detailing the additional charges and requesting payment by return.

N10. 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 Accounts Receivable Team at Worcestershire Children's

First. Details of the refund should be noted on, or attached to, the school's copy of the form LA1.

Deposits are required for occasions where there is the potential for cleaning issues e.g birthday parties. These deposits are paid in cash and are fully refundable in cash provided the facilities are left as they found them. Deposits are recorded in the official receipt book and hirers sign to confirm that this has been refunded.

- N11. 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 Worcestershire Children's First, School's Finance 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, our school 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 COP & Debt Team, Finance Operational Services, Worcestershire County Council 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.
- by paying into the Barclays Bank via the school's composite paying-in book
 - by preferred method as detailed in N3

The insurance premium element must be coded separately using the nominal code 09207/ sub nominal J2016 with the school cost centre and appropriate project code. The correct coding must be used – without this the requirement for insurance will not be identified and no cover will be in place.

- P2. Our school 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. Our school is required to credit lettings income to our own Cost Centre, using ELET. The nominal code to be used is 09208 (Casual Lettings.) sub-nominal 99999
- P4. Furthermore, our school is required to code lettings insurance income to our school's own internal order ESBE. The nominal code to be used is 09208, sub nominal 99999 (Ins Premis Lettings). Our school should also use this code if is

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 Children's services - see contact details under Section Three herein.

R. Payment of Lettings Custodian

- R1. Lettings Custodians should claim for lettings work using their personal account on the Mercury HR System. This claim will then be sent to a Manager within school for approval.

S. Recording of Lettings

- S1. Our school should maintain a record of all lettings.

T. Schools Administering Their Own Lettings

- T1. This does not apply to our school since lettings have always been made in accordance with the LA approved scheme.

Section Three – Further Advice

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

- ❖ **General Advice About Lettings**
Bosko Medakovic, Operational Manager, Accommodation. Sufficiency and Place Planning. Worcestershire Children’s First (07983 965299)
- ❖ **Employment & Payment of Lettings Custodians**
Liberata School’s Employee Services (01905 676223)
- ❖ **General Finance & Banking of Lettings Income**
Debbie Storey, Worcestershire Schools’ Finance Officer (01905 844009)
- ❖ **Advice on VAT**
Sue Matthews WCC, (01905 843660)
- ❖ **Advice on Insurance**
Jane Fulcher, Financial Services Directorate (01905 846554)
Viv Willis , Financial Services Directorate (01905 846516)
- ❖ **Youth Support**
Paul Finnemore (01905 765463)
- ❖ **Extended Services (Schools)**
Hannah Needham, Extended Schools Manager (01905 728914)
- ❖ **Extended Services (Children’s Centres)**
Alison Hext, Worcestershire Children’s First (AHext2@worcestershire.gov.uk)
- ❖ **Safeguarding Children**
Louise Walters/Emma Stafford DBS Team (01905 846529)
- ❖ **Civil Emergencies**
Elizabeth Tassell. Emergency Planning Officer (01905 846228/ 01905 846529)
- ❖ **Controlled Stationery**
controlledstationey@worcestershire.gov.uk
- ❖ **Physical Education Advice**
schoolimprovement@worcschildrensfirst.org.uk
- ❖ **Property Maintenance**
PR Associates (01886 832268)
- ❖ **Health and Safety**
Sandra Sandon, Childrens’ Services Directorate (01905 846802)

<p>E</p> <p>School Use £ P INVOICE</p> <p>Insurance (if applicable) @ 10% of total (minimum £2 per event) Total (excl.V.A.T) V.A.T (if applicable) Deposit (refundable)</p> <p style="text-align: center;"><u>Total Payable</u></p> <p style="text-align: center;">Approval of Letting In the case of the hirer not taking out Public Liability Insurance cover through the County Council, I confirm that I have seen the hirer's own public liability insurance cover certificate. I also confirm that I have seen relevant child safeguarding documentation, where applicable, from this hirer.</p> <p>..... (signed Head Teacher)</p> <p>Date:.....</p>			
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Payment should be made directly to Worcestershire County Council and should be submitted no later than 7 days before the date of hiring. If sending payment by post please quote the "Booking No." (see top of this form). All enquiries should be addressed to the school.

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 indemnity 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.
18. 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.
19. 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.
20. No inflammable materials shall be allowed within six feet of any light in the building.
21. 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.
22. The Council or any person so authorised by the Council can stop any entertainment or meeting not properly conducted.
23. 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.
24. 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.
25. No additional lights or extensions from 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.
26. 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).
27. 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.
28. 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.
29. Smoking is prohibited.
30. All scenery and costumes used for performances and the like must be fire proof.
31. The express written permission of the Council must be obtained for the use of streamers, balloons or confetti.
32. 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 17.
33. 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.
34. 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.

35. Any complaint arising out of the hiring must be made in writing to the Council.
36. 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.
37. The hirer is requested to contact the Council to obtain details of the prevailing fire precautions and security arrangements.
38. 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 there of or to secure compliance with any duty or requirement in relation to health and safety at work.
39. 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,
40. 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.

APPENDIX 2

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.

The school has set a charge using the suggested LA formula (2001) and thereafter review charges annually. A decision is then taken by Governors as to whether an annual increase is required or whether this is deferred for a period of up to three years (accumulated inflationary rise)

C. OUTDOOR FACILITIES SUGGESTED BREAK-EVEN RATE

Facility	Suggested Break-even Rate
Playground - (per hour)	£ 4.00
Field - (per daily event)	£ 30.25
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	N/A
Kitchen Facilities (2 hours)	£12.00

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.

APPENDIX 3

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 E5.

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 E5. The system will calculate the vat splitting the charge between the net amount (coded to the budget code shown) and the VAT code.

APPENDIX 4

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	£	Yes/No
	Lighting	£	Yes/No
	Kitchen	£	Yes/No
	Facilities	£	Yes/No
	Other		
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:	£		

APPENDIX 5

**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 notified you of the weekly amount payable. This amount should have been paid already.

A further payment of £ is now due as follows:

Hiring Date	Number of sessions	Cost per session
	£	£
	£	£
	£	£
Total Due	£	

Please make payment directly to Worcestershire County Council within the next 7 days. 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

APPENDIX 6

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 Liberata Employee Services after approval by the school, using the on-line Mercury system, 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.

CARETAKERS' LETTINGS AGREEMENT

When the school premises are used outside designated working time and the Caretaker has to carry out additional duties as described in Appendix 6, he/she should be rewarded for the performance of those duties. Payments are indicated on the tables which follow. Such payments are revised from time to time by the County Council, following consultation with the appropriate trade union.

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

EITHER (A) PAYMENT TO CARETAKER NOT REQUIRED DURING LETTING (N.B. excluding on-costs)

Units of Accommodation in Use	April 2021 Payment
1	£11.50
2	£13.79
3	£16.08
4	£18.37
5	£20.66
6	£22.94
7	£25.23
8	£27.52
9	£29.81
10	£32.10
Each additional unit	add £2.29

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

**OR (B) PAYMENT TO CARETAKER ON DUTY THROUGHOUT LETTING
(N.B. excluding on-costs)**

Duration After Normal Duty Time (Hours : Minutes)	Up to Scale 3 April 2021	Scale 4 & above April 2021
01:00	£15.57	£17.47
01:15	£18.09	£20.31
01:30	£20.61	£23.15
01:45	£23.14	£25.99
02:00	£25.66	£28.83
02:15	£28.18	£31.66
02:30	£30.71	£34.50
02:45	£33.23	£37.34
03:00	£35.75	£40.18
03:15	£38.28	£43.02
03:30	£40.80	£45.86
03:45	£43.33	£48.70
04:00	£45.85	£51.54
04:15	£48.37	£54.38
04:30	£50.90	£57.21
04:45	£53.42	£60.05
05:00	£55.94	£62.89
05:15	£58.47	£65.73
05:30	£60.99	£68.57
05:45	£63.51	£71.41
06:00	£66.04	£74.25
Each additional 15 minutes	£2.52	£2.84

A letting in the evening, weekend, or holiday time use of the school premises must be approved by the Headteacher.

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.

The letting arrangement applies only to periods outside the Lettings Custodian's normal working time.

No hiring fees shall be paid directly to the Lettings Custodian.

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.

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.

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.