

Children's Centre Services

Charging policy for the use of Sure Start Children's Centre premises

Version:	Final
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Last Updated :	February 2009
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1 Principles

The core funding of Sure Start Children's Centres does not cover the cost of all activities and where appropriate, the charging of fees for room hire is a necessary income source towards funding children's centre activities. However, priority for use of accommodation must be given to activities that contribute to children's centre targets and outcome or the requirements of the Children's Centres Services (CCS).

The use of premises should aim to maximise the utilisation of children's centre property assets in pursuance of the delivery requirements and objectives of the children's centre, whilst ensuring that the County Council's interests are fully protected. Premises must not be used by other agencies for commercial, business or trade purposes other than the provision of childcare or directly related activities connected to the purpose of children's centres and must not be used for political activities.

This guidance has been devised for use within Hampshire County Council owned premises regardless of the management route in place. Children's Centre Services (CCS) would also recommend that non-County Council managed centres in private premises adopt a similar practice within their own legal framework.

Definition

An outside organisation is a body whose activities do not come under the control of the children's centre.

2 Procedure for arranging a hire

Use of premises for a limited number of hours or for short term ongoing use of rooms are dealt with as hiring arrangements and subject terms and conditions, examples attached in appendix 1 and 2. These can be amended by the children's centre and given to the hirer at the time of booking.

The hirer should complete and sign a hire agreement form. An example of the format can be found in appendix 3. The model can be adapted by the children's centre, but the wording of the declaration to be signed by the hirer must be retained.

The hirer should receive a copy of the conditions of hire, and accept them by signing the hire agreement. This signature will be deemed to be acceptance of the hire conditions.

All hirers need to sign a hire agreement form in order to be covered by the County Council's public liability insurance policy. This condition applies to both daytime and evening use. It is still necessary when no charge is made for the letting. Hirers should be given a summary of the County Council's insurance policy for community use with the application form (See Appendix 4). This cover is for public liability only. **Children's centre managers/coordinators should ensure that hirers have their own insurance to cover themselves against claims for personal injury or damage to/loss of property or any negligent act by persons running the activity, their servants or agents whilst on the premises.**

Temporary hire arrangements

Facilities are normally available to the hirer from at least ten minutes before the hire period commences and ten minutes after the hire period ends. This should allow sufficient time for preparation, cleaning, changes etc. If a hirer needs longer than this, he/she will need to increase the booking times so there is time for setting up the room and clearing away afterwards.

Short term/ongoing use of rooms

Short term/ongoing use of rooms should only be arranged where there is either a connection with the operation of the children's centre, associated activities or a requirement by a service of the Children's Services Department.

Leasing and Licences for Hampshire County Council owned children's centre premises

Any childcare provision provided by a Private, Voluntary or Independent (PVI) organisation from within County Council owned children's centre premises will require a lease to be arranged. All such arrangements for the leasing of property should be addressed to Hampshire County Council's estates practice who will advise on the Lease terms and charges. Licences may also be required from time to time and queries regards these should also be directed to estates practice.

3 Finance

Charges

All children's centres based within County Council owned premises will be required to work to the following charging scheme. The following amounts are the maximum charges per hour although Children's Centres can exercise flexibility if they need to consider local market conditions.

HOURLY CHARGES 1 April 2008 - 31 March 2009 {VAT is not included - See note (c) overleaf}		LEVEL 1 Organisations delivering services as part of the children's centre core offer requirement	LEVEL 2 Other voluntary, community, not for profit or charitable organisations & Children's Services Department	LEVEL 3 Other Hampshire County Council services	LEVEL 4 Any other organisation (non commercial – see principles)
		Monday to Friday 8am to 6pm {see note (a) overleaf}			
Minimum hourly charge when no concurrent user (outside normal core offer hours)		£ 16.40	£ 21.00	£ 27.75	£ 27.75
1	Confidential room (maximum capacity 5)	0	5.50	6.60	7.70
2	Multi-purpose Room (maximum capacity 20 and including use of kitchenette)	0	8.00	9.60	11.20
3	Multi-purpose Room (maximum capacity 40 and including use of kitchenette)	0	9.00	10.80	12.60
4	Multi-purpose Room (maximum capacity 20, no kitchenette)	0	7.50	9.00	10.50

		LEVEL 1 Organisations delivering services as part of the children's centre core offer requirement	LEVEL 2 Other voluntary, community, not for profit or charitable organisations & Children's Services Department	LEVEL 3 Other Hampshire County Council services	LEVEL 4 Any other organisation (non commercial – see principles)
5	Multi-purpose Room (maximum capacity 40, no kitchenette)	0	8.50	10.20	11.90
6	Small hall (up to one badminton court size)	11.00	16.90	16.90	16.90
7	Hall, or Sports Hall (up to 2/3 badminton courts)	16.40	30.15	30.15	30.15

HOURLY CHARGES 1 April 2009 - 31 March 2010 {VAT is not included - See note (c) overleaf}		LEVEL 1 Organisations delivering services as part of the children's centre core offer requirement	LEVEL 2 Other voluntary, community, not for profit or charitable organisations & Children's Services Department	LEVEL 3 Other Hampshire County Council services	LEVEL 4 Any other organisation (non commercial – see principles)
Monday to Friday 8am to 6pm {see note (a) overleaf}					
Minimum hourly charge when no concurrent user (outside normal core offer hours)		£ 16.90	£ 21.60	£ 28.55	£ 28.55
8	Confidential room (maximum	0	5.65	6.80	7.90

		LEVEL 1 Organisations delivering services as part of the children's centre core offer requirement	LEVEL 2 Other voluntary, community, not for profit or charitable organisations & Children's Services Department	LEVEL 3 Other Hampshire County Council services	LEVEL 4 Any other organisation (non commercial – see principles)
	capacity 5)				
9	Multi-purpose Room (maximum capacity 20 and including use of kitchenette)	0	8.25	9.90	11.50
10	Multi-purpose Room (maximum capacity 40 and including use of kitchenette)	0	9.25	11.10	12.95
11	Multi-purpose Room (maximum capacity 20, no kitchenette)	0	7.70	9.25	10.80
12	Multi-purpose Room (maximum capacity 40, no kitchenette)	0	8.75	10.50	12.25
13	Small hall (up to one badminton court size)	11.30	17.40	17.40	17.40
14	Hall, or Sports Hall (up to 2/3 badminton courts)	16.90	31.00	31.00	31.00

NOTES

- (a) For sole use on Sundays, please double the Level 1 lettings charge given above.
- (b) VAT - The above suggested charges do not include VAT. For general hires of rooms, halls etc VAT should be added to charges when any equipment is provided as part of the lets such as sound systems, OHP's, computers etc (tables and chairs can be used without the need to add VAT).

VAT should be added to the charges for all sports lettings unless the let conforms to the rules for a series of lets when it will be possible to change the treatment from standard rated to exempt. These rules can only be applied to a school, club, association or an organisation representing affiliated clubs or constituent associations. You need to obtain written confirmation that a group is affiliated to a league or association for your files before allowing use of this concession. No one else will qualify for exempt sports lettings.

It is recommended that the VAT exempt form (a) is completed and if required contact the Children's Centres Services finance team. If sporting facilities are used for other functions (eg jumble sale) VAT is not payable.

If you are in any doubt as to which lettings charges are taxable please refer to the VAT Manual available on the Children's Services Department website.

Charging for office accommodation – internal staff only

Any ongoing office use by individuals or groups other than Hampshire County Council staff must be referred to estates for the appropriate terms and conditions of use to be agreed.

Where it can be accommodated without detriment to the operational effectiveness of the children's centre activities the centre may make arrangements for the use of office accommodation according to the following:

- Any Council user being provided with a dedicated office will be charged normally within the following range £30.00 to £50.00 per sqm per annum e.g. Early Education & Childcare Unit field offices. This rate is to cover the use of office space, electricity, heating, cleaning and any other relevant costs.
- Users being provided with hot desking arrangements as a regular arrangement outside of office hours can be charged. The centre manager/coordinator will need to evaluate the cost of this arrangement to their centre and agree the proposed cost with their Quality Performance Officer and the Children's Centres Services central finance team. The centre manager/coordinator does have the discretion to waive this charge

Meeting room hire for co-located teams

If teams have office space within the centre it is expected that they will also be able to secure a limited use of meeting rooms as part of this agreement for instance one to one

meetings with staff. Any use of rooms over and above this for other meetings will be charged at 50% of the centres level 2 charges for rooms. The centre manager/coordinator does have the discretion to waive this charge for co-located teams.

Review of charges

Charges will be reviewed annually.

It is in the interest of all concerned that costs are kept to a minimum. Awareness of the need to be energy-efficient and to minimise wear and tear should be encouraged with all users. Careful regulation of heating throughout the year can produce energy savings, but hirers should be entitled to a reasonable level of background warmth appropriate to their activity.

Cancelling a hire

Children's centres may reserve the right to cancel any hire without notice. However, every effort should be made to give reasonable notice of cancellation to a hire and wherever possible, alternative facilities should be offered.

A children's centre must decide whether a cancellation fee is due when a hirer cancels a hire. Disputes are best avoided by making expectations clear in the conditions of hire issued at the time of booking. The following cancellation charges are to applied:

Cancellation Charges

10 working days written notification – 25% of hire charge

5 working days written notification – 50% of hire charge

2 working days written notification – 100% of hire charge

The children's centre manager/coordinator does have the discretion to waive this charge in exceptional circumstances.

Payment terms

Where a charge is appropriate, payment should be made in advance and a receipt issued.

VAT

If it is a general letting then it is exempt for VAT purposes. If the hire includes any equipment beyond tables and chairs this becomes a letting of facilities and VAT, at the standard rate of 15%, must be added to the charge. However, other Hampshire County Council users do not need to pay VAT on letting of rooms or use of equipment (See VAT Manual).

4 Health and safety

Children's centre managers/coordinators will need to conduct an appropriate risk assessment to ensure the safety of children and persons undertaking activities at the children's centre that is based on:

- their knowledge of the premises
- those who will be using them
- the purpose of use.

Areas of the building to which access is not required, should be secured but the impact of this on, for example escape routes, needs to be considered. Particular care needs to be taken when building works are being carried out in any part of the premises.

Where possible, a member of staff should be available to ensure the security of the premises and avoid the need to issue keys.

The Food and Hygiene Act Regulations preclude access to kitchens by other organisations, other than kitchenette facilities use by staff.

5 Public entertainment licence

Where any form of entertainment is proposed the children's centre manager/co-ordinator and/or the organisation arranging the event need to check the need for a public entertainment licence with the local district council.

6 Legal liability

Arrangement needs to be subject of a completed hire agreement. Model conditions for an agreement are attached in Appendix 1.

Regarding legal liability, the hirer is required to accept responsibility for damage to the premises and its furniture and equipment and for Third Party claims involving injury to persons and/or damage to property.

Details of the insurance cover required are given in Appendix 4.

Appendix 1

Example Conditions of Hire

1 **Acceptance of conditions**

The hiring of accommodation/facilities/premises is permitted only on the conditions outlined in the following regulations. Acceptance of the hire agreement is deemed to be acceptance of these conditions.

2 **Compliance with conditions**

The Hirer (the person or body to whom the hire is granted) shall be responsible for compliance with these conditions.

3 **Applications**

Applications for the hire of premises should normally be made at least three weeks in advance. In general, reservations will not be accepted for dates more than twelve months in advance, except for special events such as those needing extensive preparations.

4 The Hirer shall satisfy himself that the facilities to be hired are suitable for his purposes.

5 The use of the premises must not interfere with the proper working of the children's centre or impair its efficiency. In particular the Hirer acknowledges that it will not have exclusive use of the site.

6 **Fabric and fittings**

The fabric and fittings (including electrical installations) and contents of the premises shall not be interfered with in any way. The hirer shall, at the end of the hire period, leave the accommodation in a tidy condition, all equipment being returned to the correct place of storage.

7 The Hirer is responsible for the safe guarding and safe keeping of all items belonging to the Hirer, its guests/delegates or third parties engaged by it. The children's centre accepts no responsibility for such items.

8 **Storage**

Storage facilities cannot usually be provided. When Hirers are permitted to leave equipment on the premises, they do so entirely at their own risk.

9 **Hirer's property**

Furniture and apparatus required may be brought on to the premises at the Hirer's own risk. Hirers shall not bring on to the premises, without the prior consent of the children's centre manager/coordinator, any article of an inflammable or explosive nature, nor any article producing an offensive smell, nor any other substance, apparatus, or article of a dangerous nature.

- 10 The Hirer shall indemnify Hampshire County Council against all claims for damages, compensation and/or costs in respect of:
- (i) bodily injury or illness to Third Parties, and/or
 - (ii) damage to Third Party property caused by or arising out of or being incidental to the Hirer's use of the premises.
- 11 The Hirer shall be responsible for loss or damage to the establishments premises and contents therein the property of Hampshire County Council.
- 12 The Hirer shall effect adequate insurance in respect of the liabilities and the loss or damage referred to respectively in Conditions 15 & 16 (See appendix 4 and 5 following Conditions of Hire for explanatory notes on insurance).

13 **Refusal of hire**

The children's centre manager/coordinator may refuse an application to hire the premises if:

- a) The premises are required by the children's centre.
- b) The premises are required by Children's Centre Services.
- c) There has been any damage to the property, or breach of these conditions during previous use of the premises by the hirer.
- d) For any other reason the children's centre manager/coordinator deems it necessary or expedient to refuse the application.

14 **Cancellation by management**

Children's centres reserve the right to cancel any hire without notice. However, the management will aim to give at least 4 weeks notice to the hirer, should it become necessary to cancel or postpone a letting, subject to exceptional circumstances.

15 **Cancellation by the Hirer**

The Hirer must give at least four weeks' notice of cancellation to the Centre Manager. If any shorter period of notice is given, the following cancellation charges apply:

- 10 working days written notification – 25% of hire charge
- 5 working days written notification – 50% of hire charge
- 2 working days written notification – 100% of hire charge

16 **Payment of charges**

All hire charges must be paid in advance.

The children's centre manager/coordinator reserves the right, on proper notification, to invoice the hirer for any charges arising from excessive cleaning time incurred as a result of the hirer failing to leave the accommodation in a reasonable condition, or for repair of the premises or equipment damaged by the hirer, or resulting from the hirer failing to vacate the premises by the time stipulated in the hire form.

The hirer shall, if so demanded, pay at the time of booking a refundable deposit to be held by the children's centre against costs unavoidably incurred as the result of insufficient notice of the cancellation of a booking, any damage caused by the hirer, or additional cleaning required as a result of the premises not being left in a reasonably tidy condition. The proportion of the deposit to be retained will be decided by the children's centre manager/coordinator and their decision will be final.

17 **Statutory requirements**

- (i) All statutory requirements, including those relating to health and safety and public entertainments, must be strictly fulfilled by the Hirer. Film, music, dancing, indoor sporting events and stage events may be considered to be regulated entertainment and, as such, are licensable activities which require authorisation from the local licensing authority. For all regulated entertainment, it is the Hirer's responsibility to inform the local Licensing Authority and obtain the appropriate licence. This applies if tickets are to be sold at the door or advertised to the public, but also if tickets are offered to friends and neighbours or even if admission is free and open to all.

- (ii) No musical works in the repertoire of the Performing Rights Society may be performed in public on the premises unless the Hirer has obtained the permission of the society. No copyright material may be delivered or performed unless the consent of the owners of the copyright has been obtained by the Hirer. The Hirer must indemnify the County Council against any action for breach of copyright.

18 Attendance and behaviour

The Hirer shall ensure that the number of persons using the premises does not exceed that for which the application was made and approved.

Appendix 2

Example Terms of use

- 1 The facility made available does not constitute a formal tenancy or licence or imply or constitute a Right to Exclusive Occupation.
- 2 [Name] Children's Centre is prepared to grant non-exclusive use of the following rooms within the children's centre together with the use of the under mentioned facilities:

- 3 The children's centre reserves the right at any time to relocate these activities if operationally required within the establishment or elsewhere.
- 4 Use of the rooms and facilities is to be exclusively in connection with the work undertaken by the hirer and for no other purpose.

- 5 The hirer should ensure that its staff behave in a responsible manor consistent with its presence on a school/children's centre site and to ensure compliance with Health, Safety and Welfare legislation.
- 6 The hirer is required to keep the premises together with its fixtures and fittings in a clean and tidy condition.
- 7 The party to whom the children's centre is permitting the use of facilities at the above establishment, must ensure the security of the building and at all times confirm to the reasonable instructions by the children's centre for the proper running of the building.
- 8 No alterations or additions are to be made to the premises.
- 9 No signs or advertisements are to be displayed without the children's centre manager's/co-coordinator's consent.
- 10 The hirer will indemnify Hampshire County Council in respect of any loss or damage, injury, cost, charge or expense howsoever caused or incurred arising from their use of the premises.

Appendix 3

Application for the hire of facilities at [Name] Children's Centre

The application should be sent to the children's centre and should normally be made at least 14 days before hiring is required.

Name of applicant:	
Address of applicant (to whom correspondence can be sent):	
Postcode:	
Telephone number:	
Name of organisation and position within organisation (if applicable):	

Facilities required: [Adapt room list as required]

Room	Date	Time	
		From	To
Hall			
Confidential room			
Multi-purpose room 1			
Multi-purpose room 2			
Crèche			

**Other facilities
(please specify)**

Purpose of hire _____ Do you wish to provide bar facilities? YES / NO

Declaration

- 1 I have read and accept the children's centre conditions of hire, and agreed to abide by these and any special conditions communicated to me.
- 2 I agree to indemnify the County Council against any accidents or damage to County Council property or injury to persons which may be incurred as a result of the hiring unless caused by the negligence or breach of statutory duty of the County Council. I understand that the County Council have taken out a policy of insurance, brief details of which have been supplied to me, which provides an indemnity for my legal liability for accidents, damage and injury.
- 3 I enclose a copy or copies of appropriate qualifications held by the person(s) running the activities (where appropriate) in support of this application.
- 4 I accept that an additional charge may be made in respect of damage caused to the building or school property through negligence or wilful intent.
- 5 I understand that there will be a minimum charge unless there is a concurrent hirer.
- 6 I agree to the payment conditions.
- 7 I am over 18.

Signed _____ Name in full _____ Date _____

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This section will be returned to you as confirmation or otherwise of the letting. It is **not** an invoice.

Name of applicant:	
Address of applicant (to whom correspondence can be sent):	
Postcode:	

Approval is given/not given to your application to hire:

Room	Date	Time	
		From	To
Hall			
Confidential room			
Multi-purpose room 1			
Multi-purpose room 2			
Crèche			

**Other facilities
(please specify)**

The charge will be £ _____ starting at _____ hours and finishing at _____ hours, unless the minimum charge applies or the period of letting exceeded.

Appendix 4

HIRER'S INSURANCE – INDEMNITY CLAUSE

In accordance with the terms of hiring it is customary to require persons/organisations to accept responsibility for damage to the premises and its equipment and for the Third Party claims involving injury to persons and/or damage to property.

A INJURY TO PERSONS OR PROPERTY

- 1 The Hirer shall indemnify Hampshire County Council against all claims for damages, compensation and/or costs in respect of:
 - (i) bodily injury or illness to Third Parties, including the County Council's servants and agents and/or
 - (ii) damage or loss to Third Party property caused by, or arising out of, or being incidental to the Hirer's use of the premises.
- 2 The Hirer shall effect adequate insurance to cover this liability with a minimum limit of indemnity of
 - £10 million for commercial hiring except where otherwise agreed
 - £5 million for non-commercial hiring

B DAMAGE TO PREMISES AND EQUIPMENT

- 1 The Hirer shall be responsible for the loss of, or damage to the premises and contents therein, which is the property of Hampshire County Council, except when loss or damage to the premises or contents are as a result of the negligence of the children's centre or Hampshire County Council.
- 2 The Hirer shall effect adequate insurance to cover this liability with a minimum limit of indemnity of
 - £10 million for commercial hiring except where otherwise agreed
 - £5 million for non-commercial hiring

Hirers must produce evidence that the required insurance cover is in place at least 7 days before the event.

NON-COMMERCIAL HIRERS

Due to difficulties experienced by non-commercial hirers in arranging Public Liability Insurance with a Limit of Indemnity of at least £5 million (the lowest limit acceptable for use of Hampshire County Council

premises) the County Council has arranged for the following policy, and Hirers who cannot produce evidence of Public Liability Insurance, must as a condition of the proposed hiring, accept the Hirer's Insurance arranged by Hampshire County Council, (provided they do not fall within the definition of the exclusions listed below).

HAMPSHIRE COUNTY COUNCIL – ON BEHALF OF NON-COMMERCIAL INDIVIDUALS AND ORGANISATIONS HIRING COUNTY COUNCIL SCHOOLS, COMMUNITY COLLEGES, EDUCATION CENTRES AND OTHER HAMPSHIRE COUNTY COUNCIL PROPERTIES HAVE TAKEN OUT A POLICY OF INSURANCE WITH ZURICH MUNICIPAL

OPERATIVE CLAUSE

The indemnity will cover individual hirers for their legal liability for injury/illness to third parties and/or loss/damage to their property, and loss or damage to the premises and contents hired, including such liability that may be imposed on the Hirer under the terms of the hiring agreement.

LIMITATIONS

For loss/damage caused other than by Fire or Explosion, cover is subject to an Excess of £100.

Damage resulting from Fire or Explosion is limited to £5 million.

EXCLUSIONS

Political Meetings and Professional Entertainment Promotions.

Commercial, business or trade hiring.

NOTE

This is a public liability insurance policy. It does not provide cover for:

- (a) Employers Liability – if the Hirer has employees the Hirer must provide this cover.
- (b) Professional negligence of the Hirer – if the Hirer is providing a professional service, it must take out this cover for itself.
- (c) Personal Accident – cover for participants in the Hirer's activity where they have been injured as a result of a pure accident and there is no negligence on the part of the Hirer.

Appendix 5

Non chargeable activities

All non chargeable activities must be related to the core offer and/or the children's centres Service Delivery Plan.

Some examples of non chargeable activities are as follows:

- Free services/activities being delivered as part of the centre core offer requirement including hot desking for staff offering children's centres core activities
- Where a chargeable activity is provided with an agreed number of free places for the centre to use
- Maternity Services Liaison (MSL) Meetings
- Where the centre is paying for the activity and the room charge increases the cost of the service being purchased
- Contact visits for children and families teams Hampshire County Council only
- Training for prospective adopters for Hampshire County Council.

Examples of reduced charge activities:

- Any organisation delivering training on behalf of the EECU as part of a tender agreement
- Voluntary organisations who deliver services as part of the centre core offer requirement and require a room not connected with this activity eg committee meeting.

