



COLMAN FEDERATION CHARGING AND REMISSION POLICY

Date agreed by Governors: July 2023
Review Date: Summer Term 2024

Charging Policy

Charges for The Colman Federation Activities

Legislation allows schools to charge for certain activities, which take place both inside and outside, school hours. Norfolk County Council has adopted a policy, which it recommends to governors, but it is for governors of schools to decide whether or not to follow the policy. The School's charging policy must be described in its brochure, which can be obtained from the school. If your son or daughter's school governors follow the County Council's charging policy, these are the activities and materials for which you will be charged:

- Music tuition: individual tuition in playing a musical instrument, which is neither part of the syllabus for an approved public examination, nor part of the National Curriculum. Schools may charge for instrumental tuition given to groups of no more than four pupils. There will be reduction in fees for pupils in receipt of free school and a 100% reduction for any Looked After Child.
- Ingredients and materials: ingredients and materials for practical subjects where parents have indicated in advance that they wish to receive the finished articles.
- Travel: the cost of travel when a pupil makes use of transport not provided by the authority or school, to travel direct from home to an activity approved of, but not provided by, the authority or school.
- Board and lodging: board and lodging will be charged in all cases where a school activity involves pupils in nights away from home.

Activities outside The Colman Federation hours

A charge will be made for all non-residential activities, which take place wholly, or more than 50% outside school hours, where the child's participation has been agreed in advance by the parents. The charge will include the cost of travel, entrance fees, insurance, books, equipment and any staff (teaching or non-teaching) engaged specifically for the activity.

Residential trips outside school hours - a residential trip is deemed to take place outside school hours if the number of 'missed' school sessions is less than half of the number of half days taken up by the trip. Charges will be made as described above.

Public Examinations - charges are made for the entry of a pupil for a prescribed examination for which he/she has not been prepared by the school, or where the pupil entered for examinations in the same subject with two examination boards.

Remission of charges - only parents who are in receipt of Income Support, Working Families' Credit, Disabled Person's Tax Credit or Income Based Job Seekers Allowance are eligible for remission of charges. Remission of charges only applies to board and lodgings charges, which are levied directly by the LEA or the school and where they relate to activities, deemed to take place wholly or partly in school hours.

Remission will not apply to such charges when they relate to activities wholly outside school hours, except if the activity is prescribed in a syllabus for a public examination, if it is prescribed by the National Curriculum or fulfils duties relating to Religious Education.

Parents who have difficulty meeting any charges should discuss the matter in confidence with the Executive Headteacher.

Refunds Policy

Contributions to an activity will be refunded, except for any costs incurred by the school, if a child is absent due to illness.

If a trip has to be cancelled parental contributions will be refunded.

In exceptional circumstances and agreed by the Executive Headteacher.

If contributions to an activity exceed the total cost a refund will be given, if excess is over £5 per child.

Excess income less than £5 per child will be paid into official fund account.

Excess of expenditure will be funded by official fund.

Lettings Policy

1. Introduction

The Governing Board recognises the role of the The Colman Federation within the community and welcomes the use of the The Colman Federation's premises for a variety of community and leisure purposes.

Use of the The Colman Federation premises by the Parent Teacher Association are not subject to charges.

A copy of the Terms and Conditions of hire will be sent with the application form to the Hirer when the initial enquiry is made.

2. Norfolk Policy on Hiring of School Premises – Scheme of Shared Use

2.1 Children's Services is wholly committed to the principle of the shared use of The Colman Federation, college and other educational premises to optimise the use of educational facilities.

2.2 Children's Services recognises that Governors and Executive Headteachers, will develop individual guidelines to anticipate and determine the practicalities of achieving the shared use of facilities but sets out the following as a framework for the development of a policy within which all The Colman Federations must work: -

(i) The Colman Federations, Adult Education, Integrated Youth Services, and Children's Services are complimentary elements of Norfolk County Council provision. Whilst the Colman Federation will clearly be regarded as the principle and major users of their own premises, the needs of Adult Education, Integrated Youth Services, and Children's Services must also be taken in to account when determining shared use.

(ii) In the terms of The Colman Federation Standards and Framework Act 1998, this policy framework applies to maintained The Colman Federation only. However, Children's Services wishes to recommend these principles also to governors of voluntary The Colman Federation.

(iii) Shared use of premises may only be undertaken when facilities are not directly required by students.

(iv) The Colman Federation should share with hirers the identification of the people responsible for the management and administration of The Colman Federation's shared policy.

(v) The Colman Federation should agree the arrangements to be made with regular users of the premises to determine a programme for each academic year.

(vi) The Colman Federation should seek written assurance from groups that they have the appropriate policies and DBS checks in place to safeguard children.

(vii) The Colman Federation should agree the arrangements for making casual bookings.

(viii) The Colman Federation should agree the method of informing hirers about the conditions of use.

(ix) The Colman Federation should advise hirers of the arrangement for keys, if you wish any group leaders to be key holders, you must ensure that the conditions in Section 5 are met. Failure to do this will invalidate your buildings insurance should any problems arise.

(x) The Colman Federation should advise hirers of the security arrangements which must be followed.

(xi) The Colman Federation should advise hirers of the arrangements if a The Colman Federation has to be temporarily closed.

(xii) The Colman Federation should advise hirers of how The Colman Federation will fulfill its health and safety responsibilities.

3. Charging For Shared Use of The Colman Federation Premises

3.1 The Colman Federation can fix their own level of charge, and are advised to charge, as a minimum, enough to cover their overheads for Caretaker costs, Energy and Wear & Tear, for use of The Colman Federation premises outside of the normal The Colman Federation hours (deemed to be 8am - 6pm).

Categories of Lettings

Activities incurring a hire charge

- Community and Leisure (e.g. badminton, embroidery)
- Learning (e.g. swimming lessons)
- The Colman Federation holiday activities open to children in the community (e.g. cookery, swimming)

Activities not incurring a hire charge

- After - The Colman Federation clubs provided solely for Colman Infant School and Colman Junior school pupils
- Voluntary groups using the field occasionally, providing there is no cost incurred by The Colman Federation (e.g. Brownie sports event)
- After - The Colman Federation instrumental tuition delivered by a Music Service teacher

Availability of Premises

Designated areas within The Colman Federation are available for hire unless required by The Colman Federation at the time, generally the hall, food technology room and swimming pool.

Caretaking staff

The payment of caretaking staff carrying out duties connected with the use of The Colman Federation premises, after 6.00pm Monday to Friday, in school holidays or at weekends, are made in accordance with National agreements. Details of this scale of payments are available from your HR contact in the Children's Services HR Team.

3.2 Polling Stations - The Colman Federation may charge the returning officer any additional costs incurred by the use of their premises outside of normal The Colman Federation hours. Invoices should be sent to the returning offices of the appropriate council.

3.3 Parish Council Use

The Local Government Act 1972 (Part IV Section 134) allows a parish Council to use a suitable room in The Colman Federation premises maintained by the Local Authority free of charge at all reasonable times.

Rooms may be used at The Colman Federation for parish council meetings provided there is no interference with their use for educational purposes.

Any additional costs incurred by the governors for heating, lighting and caretakers overtime, and costs of repairs to any damage, will be charged to the Parish Council.

3.4 The groups below should be charged for use of The Colman Federation premises outside of the normal The Colman Federation hours and be invoiced direct:

- Adult Education
- Children's Services
 - Early Years Support Network
 - Governor Support/Network
 - Finance / ICT
 - Advisory Service
 - Sensory Support

- Music Service
- Child minding Association
- Early Years Childcare and Extended the Colman Federations

National Union of Teachers – invoices should be sent to the Children's Services HR Business Partner, 8th Floor at County Hall.

4. Use of The Colman Federation Premises by Outside Bodies During The Colman Federation Hours

The Colman Federation hours are deemed to be 8.00 a.m. to 6.00 p.m.

There are a number of examples of The Colman Federations making part of their premises available to outside bodies during The Colman Federation day. Such arrangements apply to pre-The Colman Federation playgroups, community uses etc. The following summarises the principles, which should apply to use.

Any use of The Colman Federation premises by outside bodies during The Colman Federation day should be carefully managed so as not to inhibit the smooth running of the establishment. The fundamental purpose of any The Colman Federation is to ensure the proper education of its pupils.

Children's Services already provides funding for use of the premises during The Colman Federation day.

Where a The Colman Federation wishes to arrange a long-term use for part of its premises by a third party, then negotiation and the arrangement for a lease will be made through Children's Services – Transfer of Control Agreement.

Shared use that takes place during The Colman Federation day should only be charged for the additional costs incurred, which should be marginal, and any charge should only include specific additional costs that The Colman Federation can identify. If such costs are identified these should form the basis of discussion with the hirer about an appropriate charge.

5. Application for Hire of The Colman Federation Premises and Conditions of Hire

The Colman Federations should ask every hirer to complete an "Application to hire The Colman Federation premises" form (see Annex 1) they should also be given a "Conditions of Hire" document (see Annex 2).

Application Procedures

- Regular hirers should submit a new application form to the Site Manager/School Business Manager, towards the end of each term, detailing dates and times for hire of premises during the following term. The hirer will be contacted if there are any queries, otherwise, the issue of an invoice is the confirmation of the booking. In the case of a regular booking, payment should be made as soon as possible, but by the end of term at the latest. Payment should be made in advance for one-off lettings.
- New hirers should telephone The Colman Federation office on 01603 508530 to make an initial enquiry about availability and to make an appointment to see the site manager to assess the suitability of rooms for their purpose.
- All applications will be considered on their merits, taking into consideration the suitability of the activity. Neither the Colman Federation buildings nor the swimming pool can be hired for parties. The Executive Headteacher reserves the right to refuse applications without

giving a reason; have a representative present at any event; terminate any activity not properly conducted.

6. Risk & Insurance

Insurance

It has been an insurance condition for several years that:

"Any loss arising as a direct result of a premises being left unsecured by a person entrusted to secure those premises, other than an employee of Norfolk County Council acting on the Council's business, or governor of the Insured (The Colman Federation), or a professional security firm, will be uninsured."

This will cover such incidents as a theft from or vandalism inside the premises where the perpetrator did not have to break in because doors or windows had not been secured. It would also cover an incident where the hirer failed to set the intruder alarm, meaning that a break in would not be detected.

The Hirer is responsible for proper use of the facilities and must take reasonable precautions to ensure there is no damage to the building, furniture, fittings or The Colman Federation equipment.

The Hirer shall indemnify The Colman Federation when signing the application form against any claim for bodily injury or loss of damage to property, whether belonging to The Colman Federation or to any other person if the loss, damage or injury is either caused by the negligence of the user or by the negligence of any other person using the premises hired with the permission of the Hirer.

Risk Assessments

If the Hirer has produced a risk assessment, then the hirer is responsible for undertaking the review and informing The Colman Federation of any findings that may be relevant. The Colman Federation is not responsible for undertaking any risk assessment for the Hirer's activities.

Advice

Security of the Premises

Access to the premises will be agreed at the time of booking.

Regular hirers will be able to sign for a key to access their specific area only. This key must be returned if/when the booking ceases. Hirers must lock up when leaving and the Premises Staff will attend site to check doors and set the alarm.

For one-off lets, Premises Staff will open up at the beginning of the session and lock up at the end.

Contact details of a caretaker on call to be provided by the Federation at acceptance of booking.

The decision to hire on a "without caretaker" basis will be down to each individual The Colman Federation after assessing the potential risks they might be exposed to, and understanding the insurance condition above.

The Colman Federations who hire on a "without caretaker" basis need to make an assessment of whether the person they are giving the key to is sufficiently competent, reliable and trustworthy that the premises will always be secured after the hire, meaning there is

effectively no additional risk.

Where possible, the hirer's access needs to be restricted to just the part of the premises that they will need to use. Other parts of The Colman Federation premises should remain secured and alarmed. An example could be sports changing rooms where the rooms have their own accessible external doors and so the rest of The Colman Federation can remain locked and protected.

Hirers must not be given intruder alarm codes or key fobs to set and unset alarm systems. It may be that The Colman Federation intruder alarm can be zoned so that most of The Colman Federation can remain alarmed while an unalarmed route through an area of low value contents is available for the hirer to access the relevant part of the building. In this instance, internal doors off the unalarmed route need to be locked although consideration must always be given for emergency evacuation routes.

Consideration also needs to be given to which room or part of the building is used to allow as much as possible of the building to remain alarmed and locked.

In the event that the only way that the hire can go ahead is if the hirer is given access to the intruder alarm system, then a decision should be made to not allow the hire.

Further advice from the Risk and Insurance section at County Hall on 01603 224375 or email insurance@norfolk.gov.uk.

7. Conditions of Hire of The Colman Federation Premises

The conditions for hiring premises

7.1 Booking conditions:

The federation may negotiate booking conditions direct with the hirer. For those schools that wish to follow them, Children's Services conditions are in Annex 2.

7.2 Letting fees:

Schools may negotiate their own rates with hirers.

7.3 Health & Safety Conditions of Hiring Federation premises:

The Colman Federation Responsibilities:

For the duration of the letting period schools will be responsible for ensuring the following provision:

- (i) Adequate means of escape in an emergency.
- (ii) Adequate equipment available for use should an emergency situation arise. This should include:

- fire extinguishers
- first aid kit
- access to telephone
- access to defibrillator

(iii) Adequate heating, lighting and ventilation. This should include external lighting where required.

(iv) Safe equipment and premises. Individual arrangements should detail which equipment should be used and which not.

(v) Assistance available on call to deal with defects to school plant and equipment and ensure premises are secured.

(vi) Sufficient information given to hirers on operation of plant, equipment and emergency facilities. (This will include, for pool hire, copies of the normal and emergency procedures).

(vii) Arrangements are in place to ensure the security of the premises at the end of the letting period if appropriate.

In addition to the above provisions, schools must ensure that hirers will have adequate supervision in attendance during letting periods. For swimming sessions this will require evidence of valid life-

saving qualifications being produced.

Schools will be required to carry out periodic monitoring of hire activities to ensure compliance with hire conditions.

Hirer Responsibilities

For the duration of the letting period the Hirer will be responsible for ensuring the following:

- (i) Adequate supervision is available
- (ii) Normal and emergency procedures are followed
- (iii) The hirer will ensure that all relevant recruitment and vetting checks including DBS checks have been undertaken on staff who work with children
- (iv) No school equipment, other than that specified at the time of letting, is used. The Colman Federation furniture shall not be moved by the hirer except by arrangement with the Caretaker or Custodian
- (v) Familiarity with emergency equipment, such as fire extinguishers, alarms, telephone, first-aid facilities
- (vi) An emergency evacuation procedure is established. This will detail who will be responsible for taking control, calling emergency services and where to assemble. Consideration should be given to the needs of any disabled participants
- (vii) Fire, the Hirer should call the Emergency Services if The Colman Federation staff, are not on the premises. All users must evacuate the building via the nearest fire exit and meet on the school field. Users must not re-enter the building until the Fire Service has given the 'all clear'. Any such incident must be reported as in Point 10 above.

(viii) Facilities and equipment are used in a responsible manner which does not compromise the safety of the users or the premises and equipment. This includes ensuring that:

- Alcohol is not consumed.
- Emergency exits, fire extinguishers, alarm points are not obstructed.
- Adequate walkways are available to allow free and easy access and egress.
- No gas cylinders or canisters are used inside the premises
- Combustible materials are not placed adjacent to heat sources.
- Equipment is used for the purpose for which it was designed.
- Flammable and/or hazardous substances are not to be used.
- Nails, tacks, crews etc, shall not be driven into or adhesives fixed to walls, floors, ceilings, furniture or fittings and no decorations of any kind shall be put up
- Footwear likely to damage floors is not to be worn
- Litter and property belonging to the hirer or his servants or agents is to be removed by the hirer at the end of the period of hire. Any costs incurred in removing these items will be paid by the hirer
- Alterations to lighting or heating systems is forbidden
- Parking must be in designated areas, leaving access for emergency vehicles

(ix) Arrangements have been made to ensure the premises are secured at the end of the letting period if appropriate

(x) Incident or near miss, in the event of an incident or near miss, the Hirer must report this as soon as possible to the school office and ensure that a Report Form is completed. The Executive Headteacher and County Council if necessary will carry out an investigation.

Swimming Pools

Hire of Swimming Pool

In addition to the Conditions of Use in point 8, there are special rules applying to the hire of the swimming pool.

- The hirer must ensure that the normal and emergency operating procedures have been read and understood.
- For social swimming activities, which are not structured lessons, a Pool Lifeguard qualification (NPLQ) must be held by the person in charge on poolside.
- Attention is drawn to the need for Life guarding supervision as detailed in the pool's operating procedures. For structured swimming lessons, the teacher or coach must hold the National Rescue Award for Swimming Teachers and Coaches (NRASTC). This is a suitable lifesaving qualification.
- For all swimming, the group must have sufficient Public Liability insurance
- In the event of the use of a pool for other than swimming purposes ie. Canoeing or sub-aqua then the supervision should be in accordance with the requirement of the national governing body for that activity.

Copyright:

The hirer or his servants or agents shall not infringe any copyright or performing rights and undertakes to indemnify the County Council against the costs for infringement. Where the hire involves the use of sound recordings or music is played, groups might not be covered by the licenses purchased for The Colman Federation premises. Primarily groups that are linked to the school and consist of teachers, students, PTA members etc., will be covered. For other groups clarification should be sought from the relevant licensing authority prior to the premises being hired and the relevant licence purchased, if required.

The Colman Federation / Lettings Officer will require from the hirer sight of the relevant licence(s) at the time of booking the premises. A licence may also be required for the performance of a dramatic or musical work. (Hirers should be warned that the use of 'home produced' tapes is illegal).

Alcohol:

Alcohol shall not be consumed on the school premises except with the permission of the The Colman Federation Governors and will be subject to the conditions made at the time of the booking, and to the obtaining of such Justice's Licence as may be necessary.

Charges for sporting use:

The hirer is reminded that the charges for sporting use relate to facilities available and at the standards provided for pupils. If a hirer should require facilities of a higher standard then the hirer will be responsible for additional costs incurred by the school in meeting with special demands.

Disabled persons

On those occasions when disabled persons are present on the premises such special arrangements as may be necessary in the circumstances shall be made so as to enable all persons to leave the premises in the event of fire.

Use of premises for over night accommodation

Premises used for overnight accommodation by Guides, Brownie groups, Boy Scouts and similar organisations, should have been previously inspected by the Fire Service to comment on the suitability of the premises for its proposed use. In addition to the above guidance, guidelines and recommendations for fire safety in premises used for temporary sleeping accommodation are set out below:

- (i) A responsible adult who is familiar with fire evacuation procedures and escape routes from the building should supervise the children's sleeping area.

- (ii) Adequate means of escape should be provided from the area used for sleeping accommodation - preferably only ground floor accommodation should be used.
- (iii) If there is no provision for emergency lighting within the sleeping area and associated escape routes, sufficient hand lamps should be provided.
- (iv) Access to the use of an exchange telephone should be maintained for emergency purposes to avoid any undue delays.
- (v) The Fire Brigade should be notified regarding temporary use of premises as an additional precautionary measure.

Damage to Property

The hirer undertakes to make good any damage to the property of the County Council caused by neglect or default of the hirer or organisation or their servants or agents (see Note concerning insurance below). In the case of damage to sports fields, e.g. by heavy vehicles, the County Grounds Maintenance Manager would be responsible for the necessary repairs and for raising the appropriate account.

Liability of Hirer

The County Council shall not be liable for any injury (including injury resulting in death) or damage to or loss of property, which shall or may occur to, or be sustained by the hirer, their assistants, servants or agents, or others entering on the property in the exercise or purported exercise of the hiring (with the exception of injury or damage as may occur by reason of the neglect of the County Council or its servants or agents acting within the scope of their authority).

The hirer will indemnify and keep indemnified the County Council, its servants from and against all claims and liabilities in respect of such injury or damage and all action, proceedings, costs, damages and expenses in regard thereto and also from and against all other liability, claims, demands, proceedings, costs, damages and expenses in respect of injury to persons whomever (including injury resulting in death) and damage to and loss of property (whatsoever which may arise from, or in consequence of, the exercise or purported exercise of the hiring. (See Note below concerning insurance).

NOTE

In the particular instance of damage to the County Council's property being caused by fire, the County Council's fire insurers will deal with the case and may have a legal right of recovery from the hirer. In view of the potential liabilities in respect of damage to County Council property, however caused, and any other liabilities, hirers are advised to arrange liability insurance.

7.4 Cancellations

By the Hirer

Cancellations should be made in writing or by email at least 14 days before the event.

Cancellations made between 1 and 14 days before the event will be liable for a 50% charge and cancellations less than 24 hours before the proposed letting, the Hirer will still be liable for the standard charges.

Providing sufficient notice has been given, a credit will be allowed against the next term's invoice, or a cheque refund will be issued if the booking is not continuing. The Executive Headteacher reserves the right to waive cancellation charges.

By The Colman Federation

If the school needs to cancel a booking, as much notice as possible will be given. Where possible, another session will be offered, otherwise a credit will be given against a future booking, or a BACS refund will be made.

7.5 Use of the kitchen, servery and exclusive-use dining areas

Children's Services encourages the use of all kitchens, serveries and exclusive use dining rooms, but emphasises the need for close co-operation between the school and NCS staff (the catering contractors) to ensure the satisfactory provision of the catering service.

Use of, and access to, kitchen, servery and exclusive use dining areas will be at the discretion of the Governing Board, in consultation with the Executive Headteacher, subject to:

Restricted areas

Certain areas specified in the catering contract will be off limits except to the Executive Headteacher when accompanied by a member of the contract catering staff. Such areas would normally include food and cleaning materials stores, refrigerators and freezers. These areas will normally be kept locked with the keys held by the contract caterer. The Executive Headteacher, Federation Schools Business Manager and Site Manager will hold a duplicate set of all keys, in case of emergencies.

Access during service times

During the service times laid down in the contract, access to all areas should normally only be allowed when: -

- There is a justifiable need.
- The catering contractor is informed.
- Access does not interfere with the contractor's service.
- Access must be allowed in case of an emergency.

Users must ensure that all conditions specified in the contract are met and that areas are left in the same condition they were found. The Colman Federation may incur a charge if the contractor has to clean up after use by other persons.

The Governing Board, in consultation with the Executive Headteacher may authorise and charge for lettings subject to: -

(i) Informing the contractor prior to the let

(ii) Not allowing access to areas specified as restricted in the contract

(iii) Not allowing access during the service times laid down in the contract

(iv) Persons intending to use the cooking and washing facilities having been given prior instructions by the contractor in their safe and efficient operation. The Executive Headteacher may, on his/her responsibility, allow use without instruction if hirers are qualified to use facilities in accordance with Health and Safety legislation

(v) The attendance of a contractor's representative at the beginning and end of any let over 24 hours. The charge for the let should reflect the additional cost of this to the school

The charge made for the hire will be at the discretion of the Governing Body, in consultation with the Executive Headteacher.

The Executive Headteacher should inform the hirer that they would be charged for any additional costs caused by the let, e.g. damage, breakages or cleaning.

For further information contact NCS at County Hall on direct dial 01603 222035

8.VAT and Lettings

8.1 The following chart illustrates the procedure for determining whether VAT should be charged on a letting. No VAT is charged for lettings within Norfolk County Council, this is outside the scope, VAT category (T). Letting to outside bodies when there is no VAT, because the income is exempt VAT category (E). The margin numbers refer to the notes that follow (Note 5 is at the end of section 7.2).

Notes

Sporting purposes includes all types of physical recreation. For example, letting a Hall for a dance counts as a sporting purpose.

A let is only exempt from VAT if the primary purpose is occupation of the premises (or land) rather than the use of facilities it may offer. If the facilities are incidental, e.g. use of a blackboard in a classroom, the let will be exempt. However, if using the facilities is the primary purpose, VAT is chargeable. Thus VAT should be charged where a room is equipped with computers is used for a word processing class. VAT is chargeable on the use of kitchen facilities where this is the primary purpose of the let.

Where services are incidental to the let no VAT should be charged. Thus VAT should not be charged on the cost of cleaning a room after a let. If services additional to the right to occupy the premises are provided, VAT must be charged on these services. Examples of such services would be a lecture given by The Colman Federation staff, supplying a buffet or providing a car park attendant.

Is the let for sporting purposes?

Yes - See chart pm "When to charge VAT for sporting facilities" (section 7.2)

No - Is the main purpose of the let the use of the equipment?

Yes - Charge VAT on the whole value of the let

No - Are services supplied in addition to the basic let, but not as an integral part of the basic let?

Yes - Charge VAT on the value of the additional service

No - Do not charge VAT. Exempt Income - VAT Category E

Admission Charges

Where the Colman Federation charges admission to an event e.g. a school play, these charges are subject to VAT. Thus if The Colman Federation wanted to retain £2 per person they should charge £2.40 (the 40p being the VAT at 20%). This charging by The Colman Federation should be distinguished from charging by other organisers for events held at the school. (See section 4.5 on "When to charge VAT for sporting facilities").

The Colman Federation can avoid charging VAT by having the event organised by a Parent's Association. Thus The Colman Federation lets the premises to the PTA. This let is exempt from VAT as the PTA is charging admission to the public. The PTA will only have to charge VAT on its admission charges if its total income from trading activities exceeds £64,000 (in 2007) per year. Trading activities include all income received for the provision of goods or services by the PTA, e.g. admission to events or funds from jumble sales etc. They do not include donations. VAT incurred by the PTA on other costs associated with the event may not be recovered when it is registered for VAT.

For further information on VAT contact the Tax Manager, Corporate Finance, County Hall, direct dial 01603 222832 / 223177

8.2 VAT and sports facilities

The following chart illustrates the procedure for determining whether VAT should be charged on a letting of sports facilities. The margin numbers refer to the notes, which follow.

Notes

A let of sporting facilities for non-sporting purposes is exempt from VAT. Examples would be

the let of a playing field for a fete or a gymnasium for a political meeting. Similarly, the let of sporting facilities for a sport, which those facilities were not designed, is exempt. Thus, the let of a sports hall for a dance would be exempt. However, if disco lights, mirrors etc. were put into the hall, VAT should be charged, as these facilities are designed for a dance.

A general-purpose hall contains no sports facilities or equipment beyond floor markings. Thus the hire of a school hall for badminton would be exempt if no equipment were provided. If nets were provided the whole let would be subject to VAT.

In order to be exempt the let must give continuous and exclusive use to the hirer for more than 24 hours. Thus letting a sports hall every evening for a week would not qualify, as the let is not continuous. Letting sports hall jointly to two clubs would not qualify as the let is not exclusive - both clubs should be charged VAT.

Is the let part of a long series?

Yes - Do not charge VAT. Exempt Income - VAT Category E

No - Is the let of a general purpose hall?

Yes - Do not charge VAT. Exempt Income - VAT Category E

No - Is the let for more than 24 consecutive hours?

Yes - Do not charge VAT. Exempt Income - VAT Category E

No - Is the let for non-sporting purposes?

Yes - Do not charge VAT. Exempt Income - VAT Category E

No - Charge VAT at standard rate

In order to qualify as exempt the following conditions must be met: -

The series must be 10 or more periods. There is no restriction on the length of the periods. Each period must be for playing the same sport and in the same place. A different pitch on the same playing field is acceptable.

The interval between each period must not be less than one day or no more than two weeks.

There must be evidence in writing of the series of lets. This must include a requirement to pay for the whole series, whether or not the facility is actually used every period. An exchange of letters or an invoice issued in advance of lets would be acceptable as evidence. A refund would not breach this condition if the facility were not available due to an unforeseen circumstance, e.g. a flooded football pitch.

The let must be to a school, club or association.

As with a let over 24 hours, the let must be exclusive.

Provision of services - If services are incidental, e.g. floodlights, showers or changing rooms, they are treated as part of the whole let. Thus if the let is subject to VAT so are the services. If the let is exempt so are the services. If separate services are supplied, VAT must be charged on these as described in Note 4 of section 8.1 "When to charge VAT on lettings". For further information on VAT contact the Tax Manager, Corporate Finance, County Hall, direct dial 01603 222832 / 223177.

Annexe 2

CONDITIONS OF HIRING COLMAN FEDERATION PREMISES

BOOKING CONDITIONS

All letting fees shall be paid in advance by the Hirer. Specific bookings may be made for single lettings or repetitive lettings during periods of up to 28 days, defined as one month. In the case

of repetitive lettings, the charge for each specific month must be paid in advance to cover the specific booking. A provisional booking may be cancelled by the hirer at any time, but a specific booking cannot be cancelled unless 14 days prior notice has been given by the hirer, where this period of notice has been given the fee relating to the cancelled booking may be refunded by the federation. Where the federation is obliged to cancel a specific booking for any reason other than the hirer's instigation the fee relating to the booking will be refunded.

CHARGES

September 2023 - August 2024

Charges for hire of school facilities, per hour:

Colman Federation - Infant and Junior Schools

Hall	£18.90
Dining Room	£15.75
Class Room	£15.75

Colman Federation - Junior School

Swimming Pool (Heated learner)	£52.92
Swimming Pool (with Instructor)	£68.04

Additional fixed charge per letting for caretaking (unless during the Site Manager's normal working hours):

Caretaker Charge	£12.08 (one off charge per session)
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USE OF PREMISES

Federation Responsibilities

- For the duration of the letting period the Federation will be responsible for ensuring the following provision:
- Adequate means of escape in an emergency adequate equipment available for the use should an emergency situation arise. This should include: Fire extinguishers, first-aid kit, access to telephone
- Adequate heating, lighting and ventilation. This should included external lighting where required.
- Safe Equipment and premises.
- Individual arrangements should detail which equipment should be used and which not.
- Assistants available on call to deal with defects to federation plant or equipment to ensure premises are secured. Sufficient information given to hirers on operation of plant, equipment and emergency facilities. (This will include, for pool hire, copies of normal and emergency procedures)
- Arrangements are in place to ensure the security of the premises at the end of the letting period if appropriate.

In addition to the above provisions, the federation must ensure that hirers will have adequate supervision in attendance during letting periods. For swimming sessions this will require evidence of valid life-saving qualifications being produced.

The federation will be required to carry out periodic monitoring of hire activities to ensure compliance with hire conditions.

Hirer responsibilities

- For the duration of the letting period the hirer will be responsible for ensuring the following:
- Adequate supervision is available. Normal and emergency procedures are followed
- No federation equipment, other than that specified at the time of letting is used. Federation furniture shall not be moved by the hirer except by arrangement with the Caretaker or person holding custodianship for the time being e.g. a relief Caretaker.
- The hirer will ensure that all relevant recruitment and vetting checks including DBS Checks have been undertaken on staff who work with children and young people
- Familiarity with emergency equipment, such as fire extinguishers, alarms, telephone, first-aid facilities. An emergency evacuation procedure is established. This will detail who will be responsible for taking control, calling emergency services and where to assemble. Consideration should be given to the needs of any disabled participants.
- Facilities and equipment are used in a responsible manner, which does not compromise the safety of the users or the premises and equipment. This includes ensuring that; *alcohol is not consumed*.
- Emergency exits, fire extinguishers, alarm points are not obstructed. Adequate walkways are available to allow free and easy access and egress. No gas cylinders or canisters are used inside the premises. Combustible materials are not placed adjacent to heat sources.
- Equipment is used for the purpose for which it was designed.
- Any equipment or furniture moved by prior arrangement is to be replaced at the end of the period of hire.
- Flammable and/or hazardous substances are not to be used.
- Arrangements have been made to ensure the premises are secured at the end of the letting period if appropriate.
- Nails, tacks, screws etc., shall not be driven into, or adhesives fixed to walls, floors, ceilings, furniture or fittings and no decoration of any kind shall be put up.
- Footwear likely to damage the floors is not to be worn.
- Litter and property belonging to the hirer or his servants or agents, is to be removed by the hirer at the end of the period of hire. Any costs incurred in removing these items will be paid by the hirer.
- Alterations to lighting or heating systems are forbidden.
- To park in designated areas, leaving access for emergency vehicles

COPYRIGHT

The hirer or his servants or agents shall not infringe any copyright, or performing rights and undertakes to indemnify the County Council against the costs for infringement. Where the hire involves the use of sound recordings or music is played, groups might not be covered by the licenses purchased for the school premises. Primarily groups that are linked to the federation and consist of teachers, students, PTA members etc., will be covered. For other groups clarification should be sought from the relevant licensing authority prior to the premises being hired and the relevant licence purchased, if required. The Federation/ Lettings Officer will require from the hirer sight of the relevant licence(s) at the time of booking the premises. A licence may also be required for the performance of a dramatic or musical work. (Hirers should be warned that the use of 'home produced' tapes is illegal).

CLEAN UP OPERATIONS IN POOL

We seek to maintain high standards throughout our facilities and expect all users and hirers to contribute to this. Hirers will be held responsible for any damage caused by event/activity attendees and participants. The hirer must ensure that all attendees and participants abide by the pool's normal operating procedures, swimmers' code and evaluation procedures, as well as the 'Conditions of Hire'.

All areas shall be left clean, tidy and free from damage. Any additional cleaning or waste removal undertaken by us as a result of the event/hire/activity shall be charged to the hirer and payable within 30 days of notification of the charge to the hirer.

We will charge an additional fee for any damage caused, whether accidental or deliberate, by event/activity attendees and/or participants in order to repair or replace items. Any additional repair or necessary replacement undertaken by us as a result of the event shall be charged and payable within 30 days of notification of the charge to the hirer. We reserve the right to instruct a debt collection agency to recover outstanding charges from the hirer under this clause 3 and clause 2 above. If a debt collection agent is used to recoup money owed to us then the hirer will be charged for the agent's fees.

We reserve the right to withdraw all or any part of our facilities for any periods where we require them for events, repair, alteration or maintenance work. If this happens, we also reserve the right to offer a suitable alternative, and we will make reasonable endeavours to offer an alternative period of time for the hirer's use of the pool. No refunds will be provided if there are no more than six instances of withdrawing facilities in any 12-month period.

For health and safety reasons participants who have suffered diarrhoea in the last 48 hours are asked not to attend any swimming lessons. Aqua nappies must be worn for all non-toilet trained children.

CHARGES FOR SPORTING USE

The hirer is reminded that the charges for sporting use relate to facilities available and at the standards provided for pupils. If a hirer should require facilities of a higher standard then the hirer will be responsible for the additional costs incurred by the federation in meeting the special demands.

ALCOHOL

Alcohol shall not be consumed on the school premises except with the permission of the Federation Governors and will be subject to the conditions made at the time of booking, and to the obtaining of such Justice's Licence as may be necessary

DISABLED PERSONS

On those occasions when disabled persons are present on the premises such special arrangements as may be necessary in the circumstances shall be made so as to enable all persons to leave the premises in the event of fire.

LIABILITY OF HIRER

The County Council shall not be liable for any injury or damage to or loss of property, which shall or may occur to the hirer, his assistants, servants or agents, or others entering on the property in the exercise or purported exercise of the hiring, with the exception of injury or damage as

may occur by reason of the negligence of the County Council, its servants or agents acting within the scope of their authority. The hirer will therefore need to ensure adequate insurance is purchased to indemnify the negligent actions of the group, its servants, assistants and agents resulting in a claim for injury and property damage*to members of the group, the County Council or others entering the property.

*Under the terms of the hire agreement with the County Council an insurance policy has been effected on the hirer's behalf by the County Council. This policy indemnifies the hirer against the costs arising from the claims for damage to County Council Property, which have resulted from the actions of negligence of the hirer. The cost of this insurance is included within the hire charges and the hirer will be responsible for the policy excess applicable.

Please note that this is a **NO SMOKING SITE** and **no dogs are permitted either**.