Shetland Island Council
Schools Service

Letting Regulations
School Premises

Version 2
April 2010

Updated November 2012
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Introduction

School premises are available to organisations and members of the public on the understanding that the conditions of let are applied. Individuals failing to observe these rules, or causing wilful damage, will jeopardise their future use of the premises.

If an application to let school premises is approved, the applicant will be required to complete an acceptance form to confirm that they have carefully read, and understood the conditions of let, and accept the rules pertaining to the let.
Conditions of Let

1. Application process

Applications for letting school premises should be made using the standard form, indicating whether the booking is for a one-off let or block booking. For an application to let school premises to be considered, please ensure that the form is completed fully.

Once the school office has received your application form, availability of the area of the school requested will be checked and if the application has been approved by the Head Teacher the applicant will receive a letter to either confirm the let or to outline why the application has been refused.

2. Purpose for Let

School premises may only be used for the purpose which the let has been granted. Lessees may only use the areas of the building applied for and allocated to them.

3. Subletting

Sub-letting by the lessee is not permitted.

4. Cleanliness

School premises must be kept free from litter. All equipment must be returned to its proper place. Premises should be left in a fit and proper condition for pupils to use the following day.

5. Responsible Person

The person(s) hiring the accommodation shall be responsible for ensuring that any regulations in force at the time (whether emergency or otherwise) are adhered to. The Lessee must take steps to ensure that he/she is thoroughly familiar with the Authority’s fire regulations relating to the building and that, in the event of a fire or fire drill, s/he will be able to organise their group in the appropriate manner.

The person in charge of the group using the school premises must report to the janitor, or the person responsible for opening and closing the building, before and after use.

If the responsible person cannot be present for the duration of a let, s/he can nominate a substitute. The substitute responsible person must ensure that s/he is thoroughly familiar with the Authority’s fire regulations relating to the building and that, in the event of a fire drill, s/he will be able to organise their group in the appropriate manner. The substitute responsible person must also ensure that all participants adhere to the conditions and regulations pertaining to the let.
6. **Health and Safety and Fire Regulations**

The application form asks for the expected number of participants to be detailed. The lessee will be informed if the number specified exceeds the maximum number of people the venue can hold.

The Fire Drill Procedure should be brought to the attention of your group prior to the start of each let. Please ensure that the location of fire exits is also pointed out.

7. **Shetland Islands Council’s Insurance Policy for Third Party Hirers**

Shetland Islands Council have an insurance policy in place which will indemnify the insured (the Hirer, i.e. the group, organisation or individual) against all sums, which the insured shall become legally liable to pay as compensation arising out of:

(a) Accidental bodily injury or illness (fatal or otherwise) to any person and/or

(b) Accidental loss of or accidental damage caused to third party property

Details of the policy cover are set out below:

1. The intention of this policy is to protect the hirer where a claim of negligence is made against them by a third party.

2. Persons/Organisations Insured: Individuals and organisations which would not normally be expected to have their own Public Liability Insurance and who are hiring premises owned by Shetland Island Council.

3. Occupations and Activities: The activities of the insured at the premises owned by Shetland Island Council.

4. The insurer will indemnify the hirer in respect of all sums insured which the hirer may become legally liable to pay as damages and claimants costs and expenses:

   a) Accidental injury to any person (other than an employee of the hirer if such injury arises out of and in the course of employment by the hirer)

   b) Accidental damage to the premises or the contents of the premises subject to the liability of the insurer not exceeding £100,000 in any one claim in respect of legal liability which attaches to the hirer solely by reason of the agreement.

   c) Accidental damage to other property not belonging to or in the custody or control of the hirer or of any person in the hirer’s service.

5. The policy will not apply in respect of the use of the premises for the following:

   (a) Meetings organised by political parties
   (b) Professional entertainment promotion
   (c) Commercial or business use
(d) Hire of playgrounds and playing fields unless as part of a hiring for the Council buildings. Where only the playground or playing fields are hired Separate Public Liability insurance must be in place by the hirer to protect any legal liability to the hirer.

6. The limit of indemnity under the policy is currently £2,000,000.

7. The policy only applies whilst the individual/organisation is using Council premises.

8. If any other insurance covers the same loss, damage or liability, this insurance will not pay any amount covered by such insurance.

8. Loss of Personal Property and/or Damage to Personal Property

Unless as a result of the School or the Council’s negligence, the school or the Council will accept no liability or responsibility for:

   a) Loss of, or damage to, personal property
   b) Loss of, or damage to, goods or articles of any description brought into the building.
   c) Loss of, or damage to, any articles, goods or property left in the custody of a janitor or other member of staff – these are left entirely at the owner’s risk.

9. Personal Injury

Unless as a result of the school or the Council’s negligence, the school or the Council will accept no liability or responsibility for personal injury sustained by any member of the public attending a function for which the premises have been let.

10. Damage to School/Council Property

The person in charge of the group must act as a supervisor and bear direct responsibility for the let and must inform the school of any damage or incident

Any damage discovered before commencement of let must be reported immediately to the janitor, or to the person responsible for opening the building.

If there is a key holding arrangement in place, the key holder must complete the “Damage to Property” form and post it through the school’s letter box. It is very important that any damage is reported immediately.

Any damage to the building (including damage to the floor, furniture or furnishings) as a result of a let shall be made good at the expense of the Lessee. It is in the interests of the lessee to report any damage immediately.

11. Footwear

Appropriate footwear must be worn at all times.
12. School Equipment

12.1 Instruments

Permission must be sought prior to using any of the schools instruments, including the pianos. The person using the instrument should be competent and treat it with care. The user will be charged for repairs if any damage to the instrument occurs due to misuse.

13. Kitchens

Applications for the use of kitchens and cooking facilities should be made using the standard application form. If such an application is approved, the lessee shall be made aware of any specific instructions for using the schools equipment.

14. Cancellation of booking(s)

If groups are not able to use premises at allocated times, the school administration staff and janitor must be informed. Failure to notify the school of a cancellation, at least 24 hours prior to the let taking place will result in the normal charge being applied.

The school reserves the right to cancel booked let's if the premises are required for school and/or Council organised events or in the event of emergency closure, e.g. Due to adverse weather conditions.

15. Premises Availability

School premises will generally be available to let during the school term on weekday evenings and weekends.

School premises will not normally be available to let during school holidays periods, occasional holidays or in-service dates. Factors such as the availability of janitors and maintenance on the building may also affect availability.

Local circumstances may also affect the availability of school premises for lets; the Head Teacher will use his/her discretion where necessary.

16. Access to premises

Access to the games hall at the Anderson High School may be restricted on occasions (including weekends) to the entrance from the Gressy Loan car park. Other school premises may have similar restrictions; the lessee will be advised of any.

17. Key holding

Some of the Shetland Islands may be willing to allow a lessee to borrow a key to enable their group to access the area of school premises required during the let, and also secure that part of the building when their let has finished.
The possibility of the lessee participating in such an arrangement will be at the discretion of Schools Service. If a key holding arrangement is necessary, practicable, and has been permitted, the key holder will be required to sign for the key when it is borrowed and again when it is returned. The key holder will be advised where to collect the key from and where it should be returned.

Prior to the key holders first instance of key holding, the key holder will be given an induction to ensure that they are given and understood essential information such as the location of fire exits, procedures for looking up and so on. The key holder must be made aware, and accept, that they will be responsible for leaving the premises secure.

Any damages discovered by the lessee at the start of a let or damage occurring during the let must be reported through completion of the relevant form, which should then be posted through the schools letterbox. It is very important that this form is completed and returned immediately, for insurance purposes.

18. Activities

18.1 Discotheques and Dances

Lets for discotheques and dances will only be granted on the condition that throughout the let there is an appropriate ratio of supervising adults (over 21 years old) to people attending the function. There should be a ratio of at least one supervising adult (i.e. over 21 years of age) present for the duration of the let for every 10 persons attending the function, i.e. 1:10.

The lessee must also ensure that, if necessary, the appropriate copyright licences are obtained. For further guidance on copyright licensing, please see paragraph 20 below.

18.2 Music, Drama and activities involving an audience

Admission of an audience is not allowed, unless details have been included on the application form and has been approved by the Head Teacher.

19. Noise

Consideration must be given to the neighbouring properties of school; therefore noise levels must be kept within reasonable limits.

20. Performance Regulations

The lessee has full responsibility for ensuring that any conditions imposed by copyright legislation are adhered to and that the proper licence(s) are in place. There are many different types of copyright licences available, please seek advice from the following organisations to make sure that your group is covered:
Please note that this list is not exhaustive. It is the responsibility of the lessee to acquire the appropriate licence(s).

Any other relevant performance regulations, such as the Theatre Act 1968, should also be complied with. This is also the responsibility of the lessee.

21. Charges

Invoices will be rendered, at the end of each school term, for the use of these facilities and payment should not be made until you have received a Shetland Islands Council invoice. Cheques should be made payable to ‘Shetland Islands Council’ and sent to:

Cashiers,
8 North Ness Business Park,
Lerwick,
ZE1 0LZ

21.1 Organisations Exempt From Payment

The following organisations are exempt from payment for the hire of school premises (except where the use is for sporting purpose or the area used is a sporting area):

a) Uniformed organisations
b) School age children (and Halls of Residence pupils)
c) Senior citizen groups
d) Youth clubs / groups (school age members)
e) Pre-school groups
f) Community Councils / Parent Councils
g) School generated activities, e.g. parent evenings

The above free lets should terminate by 10.00 pm after which normal rates will apply. Some schools may require the ‘free’ lets to terminate slightly earlier to allow sufficient time for security checks and school lock up to be completed by 10.00 pm.
21.2 **Organisations Liable to Pay**

The following organisations are charged the relevant rates for the hire of school premises:

a) Clubs catering for adults as well as children
b) Profit making groups
c) Events where tickets are sold
d) Clubs charging for instruction
e) Groups using a sports area of a school, or an area of the school for a sporting purpose
f) Any other group or organisation not included in paragraph 18.1, a) to g).

21.3 **V.A.T**

The only groups/organisations which are liable to pay V.A.T are those hiring premises for sporting activities, provided premises have been adapted for sport or physical recreation. **All other lets are exempt from V.A.T.** However, sporting lets are also exempt from V.A.T. if they comply with the regulations set out in paragraph 21.4 below.

21.4 **Possible VAT Exemption**

Under the following V.A.T. regulations certain groups engaged in sporting activities may be exempt from V.A.T. If they comply with the following:

`Value Added Tax Act 1993, Schedule 6, Group 1, Item 5`

`.... where the granting of the facilities is for:

a) a continuous period of use exceeding twenty-four hours, OR
b) a series of ten or more periods, whether or not exceeding twenty four hours in total, where the following conditions are satisfied:

I. each period is in respect of the same activity carried on at the same place;
II. the interval between each period is not less than one day and not more than fourteen days
III. consideration is payable by reference to the whole series and is evidenced by written agreement;
IV. the grantee has exclusive use of the facility; and
IV. the grantee is a school, club, an association or an organisation representing affiliated clubs or constituent associations.

Note: The above exemptions do not apply to individuals, only to groups or institutions included in paragraph 21.4 b (V) above. The written agreement required in paragraph 21.4 b (III) above should be held on file by the school. A signed application form for such a series of the lets could, for these purposes, be regarded as a written agreement.

22. **Children**

No children should be within the school building during a let unless there is adult supervision.
23. **Protection of Children (Scotland) Act 2003**

The person(s) or organisation hiring the accommodation shall be responsible for meeting the requirements of the Protection of Children (Scotland) Act 2003 in relation to the employment of staff or use of volunteers where some or all of the intended participants are under the age of 18.

The Scottish Executive has published an informative booklet entitled ‘Protection of Children (Scotland) Act 2003: Guidance for Organisations’. This practical guide is available from the Scottish Executive’s website* and aims to help organisations to understand the new legislation. It is recommended that any groups with participants under the age of 18 years read this booklet.


24. **Shetland’s Inter-Agency Child Protection Procedures**

The Lessee shall refer to and follow Shetland’s Inter-Agency Child Protection Procedures should any child protection issues arise. The Lessee should seek guidance when necessary from the relevant Head Teacher, unless urgent assistance is required, when the police may be contacted directly.

25. **Child Protection Policy**

If your organisation does not have in place policies and procedures that adequately cover child protection and welfare issues, but would like an eight-page template document is available from the Shetland Islands Council’s Website: [http://www.shetland.gov.uk/childsafeshetland/](http://www.shetland.gov.uk/childsafeshetland/) Further information can be obtained from Child Safe Shetland.

26. **Smoking**

Smoking is not permitted in any Council premises.

27. **Consumption of Alcohol**

The consumption of alcohol in school premises is generally forbidden. However a let may be granted for events and functions, which involve the consumption of alcohol, provided that the Head Teacher is aware that alcohol will be consumed and has approved the application.

The Head Teacher of the school that the event/function is to be held at will have the final decision as to whether the application should be approved.

Where the free serving of intoxicants is permitted it shall be served from an area acceptable to the Head Teacher.
For the sale of alcoholic refreshments, a valid occasional licence must be applied for at the time of booking. To apply for an occasional licence, contact the Depute Clerk to the Licensing Board on 01595 744550. To allow for the processing period under the Licensing (Scotland) Act 2005, application for an occasional licence should be made at least 28 days in advance of the event. Where a licensed bar service is allowed the bar must be located as instructed by the Head Teacher.

Where the let involves the consumption of alcohol, adequate supervision of any doors, which give access to the event/function, must be maintained throughout the let.
### School Term Dates

#### Session 2012-13

<table>
<thead>
<tr>
<th>Term</th>
<th>Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Term 1</strong></td>
<td>Thursday 15 August to Friday 12 October (inclusive)</td>
</tr>
<tr>
<td>October Holidays</td>
<td>Monday 15 October to Tuesday 30 October</td>
</tr>
<tr>
<td><strong>Term 2</strong></td>
<td>Wednesday 31 October to Friday 21 December (inclusive)</td>
</tr>
<tr>
<td>Christmas Holidays</td>
<td>Monday 24 December to Friday 04 January 2013</td>
</tr>
<tr>
<td><strong>Term 3</strong></td>
<td>Monday 07 January to Friday 29 March (inclusive)</td>
</tr>
<tr>
<td>Spring Holidays</td>
<td>Monday 01 April to Friday 12 April</td>
</tr>
<tr>
<td><strong>Term 4</strong></td>
<td>Tuesday 16 April to Friday 28 June (inclusive)</td>
</tr>
</tbody>
</table>

**Occasional Holiday Dates**

- Monday 07 January (Secondary pupils only)
- Friday 22 February 2013
- Monday 25 February 2013
- Friday 24 May 2013
- Monday 27 May 2013

*Floating Day set by Parent Councils and Individual Schools*

#### Session 2013-14

<table>
<thead>
<tr>
<th>Term</th>
<th>Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Term 1</strong></td>
<td>Wednesday 21 August to Friday 11 October (inclusive)</td>
</tr>
<tr>
<td>October Holidays</td>
<td>Monday 14 October to Tuesday 29 October</td>
</tr>
<tr>
<td><strong>Term 2</strong></td>
<td>Wednesday 30 October to Friday 20 December (inclusive)</td>
</tr>
<tr>
<td>Christmas Holidays</td>
<td>Monday 23 December to Friday 03 January 2013</td>
</tr>
<tr>
<td><strong>Term 3</strong></td>
<td>Monday 06 January to Friday 28 March (inclusive)</td>
</tr>
<tr>
<td>Spring Holidays</td>
<td>Monday 31 April to Friday 11 April</td>
</tr>
<tr>
<td><strong>Term 4</strong></td>
<td>Tuesday 15 April to Friday 04 July (inclusive)</td>
</tr>
</tbody>
</table>

**Occasional Holiday Dates**

- Friday 21 February 2014
- Monday 24 February 2014
- Friday 23 May 2014
- Monday 26 May 2014

*Floating Day set by Parent Councils and Individual Schools*
### Letting Charges For School Premises – 20011/13

<table>
<thead>
<tr>
<th></th>
<th>2011/12 Charge</th>
<th>2012/13 Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>School Lettings</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Per Hour</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- classroom</td>
<td>15.00</td>
<td>15.00</td>
</tr>
<tr>
<td>- large meeting (e.g. school hall/gym hall)</td>
<td>25.00</td>
<td>25.00</td>
</tr>
<tr>
<td>- dramatic performance</td>
<td>40.00</td>
<td>40.00</td>
</tr>
<tr>
<td>Per Function</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- school hall</td>
<td>200.00</td>
<td>210.00</td>
</tr>
<tr>
<td>- school hall plus large* school kitchen</td>
<td>250.00</td>
<td>260.00</td>
</tr>
<tr>
<td>- school hall plus small** school kitchen</td>
<td>220.00</td>
<td>230.00</td>
</tr>
<tr>
<td>- Up Helly Aa (including kitchen)</td>
<td>400.00</td>
<td>425.00</td>
</tr>
<tr>
<td><strong>Tea &amp; Coffee Facilities (e.g. for meetings)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- large school kitchen</td>
<td>70.00</td>
<td>75.00</td>
</tr>
<tr>
<td>- small school kitchen</td>
<td>40.00</td>
<td>40.00</td>
</tr>
<tr>
<td><strong>Sporting Activities Only</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Anderson High School</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Games Hall Over 18s</td>
<td>22.50</td>
<td>23.70</td>
</tr>
<tr>
<td>- Games Hall Under 18s</td>
<td>11.25</td>
<td>11.85</td>
</tr>
<tr>
<td>- 1 Court Gym Hall Over 18s</td>
<td>7.50</td>
<td>7.90</td>
</tr>
<tr>
<td>- 1 Court Gym Hall Under 18s</td>
<td>8.80</td>
<td>9.25</td>
</tr>
<tr>
<td>- Multipurpose Sports Area Over 18s</td>
<td>17.55</td>
<td>18.45</td>
</tr>
<tr>
<td>All Other Schools</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Whole Games Hall Over 18s (eg Football, Netball, Volleyball)</td>
<td>22.50*</td>
<td>23.70</td>
</tr>
<tr>
<td>- Whole Games Hall Under 18s (eg Football, Netball, Volleyball)</td>
<td>11.25</td>
<td>11.85</td>
</tr>
<tr>
<td>- Hire per Court in Games Hall Over 18s (eg Badminton, Table Tennis, Short Tennis)</td>
<td>7.50</td>
<td>7.90</td>
</tr>
<tr>
<td>- 1 Court Gym Hall Over 18s</td>
<td>7.50</td>
<td>7.90</td>
</tr>
<tr>
<td>- 1 Court Gym Hall Under 18s</td>
<td>3.75</td>
<td>3.95</td>
</tr>
<tr>
<td>- Multipurpose Sports Area Over 18s</td>
<td>17.55</td>
<td>18.45</td>
</tr>
<tr>
<td>- Multipurpose Sports Area Under 18s</td>
<td>8.80</td>
<td>9.25</td>
</tr>
<tr>
<td>All Schools</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Multicourt Area</td>
<td>14.00</td>
<td>15.00</td>
</tr>
<tr>
<td><strong>Equipment</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Trampoline***</td>
<td>16.40</td>
<td>17.25</td>
</tr>
<tr>
<td>- 2 Trampolines (on 1 court)***</td>
<td>24.55</td>
<td>25.80</td>
</tr>
<tr>
<td><strong>Additional Charges</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Use of car parks (eg Car boot sales)</td>
<td>25.00</td>
<td>15.00</td>
</tr>
<tr>
<td>- TV and/or Video (per hour)</td>
<td>7.50</td>
<td>8.00</td>
</tr>
<tr>
<td>- Projector (per hour)</td>
<td>7.50</td>
<td>8.00</td>
</tr>
<tr>
<td>- Charge for room or area not returned to original state</td>
<td>15.00</td>
<td>16.00</td>
</tr>
<tr>
<td>- Charge for cleaning after function</td>
<td>60.00</td>
<td>65.00</td>
</tr>
</tbody>
</table>

Court refers to Badminton Court

*Large schools are all secondaries plus Bell’s Brae Primary and Sound Primary

**Small schools include all primaries, excluding Bell’s Brae Primary and Sound Primary

***In addition to charge for hire of space
Useful Telephone Numbers

Children's Services (01595) 744000
Grants Unit (01595) 743828/743827
Legal Services (01595) 744550
Insurance Section (01595) 744572/744597