Management Circular No 55

To Heads of all Establishments

Educational Buildings – Education School Letting

1 Introduction

Education Services on behalf of Glasgow City Council provide facilities for hire to community organisations. This function is carried out by the Education School Letting Team. All responsibility for the financial management of budgeted income and expenditure is carried out by Education Services. Property costs are the responsibility of the Corporate Asset Management Team, Neighbourhood, Regeneration and Sustainability (NRS).

This Management Circular is in place to document the roles and responsibilities of the relevant parties involved in the letting of individual establishments. It details the standard hours of school letting and when charges are applicable. Charges are set by the Council on an annual basis and advertised on the Council website.

Education Services is responsible for ensuring that the community and other users have access to the school estate out with the school day.

2 Widening Community Access

It is a priority of Glasgow City Council to ensure that local communities have access to school premises out with the school day to ensure that community activity is being supported and encouraged.

Community use of schools allows individuals and groups to access Council premises for a range of activities including sports, adult education, youth groups and out of school care organisations.

3 General Charging Policy

Charges are banded according to the facility being let (gym hall, classroom etc.) and the type of group/client requesting of the let itself (community rate, standard rate, commercial rate).

- Charges for halls vary depending on size, defined as follows:

- Small Hall/Room: < 120 square metres
- Medium Hall: 120 square metres <> 240 square metres
- Large Hall: 240 square metres <> 360 square metres
- Sports Hall: > 360 square metres

The charges for lets are reviewed annually by Glasgow City Council and the School Letting Team apply the charges according to set criteria, namely:

Community Rate:	This is a subsidised rate for constituted voluntary sports coaching, constituted voluntary community activities, political and religious activities. Groups must provide a charity number. If the organisation is not a registered charity, a signed up-to-date constitution along with a copy of recently audited accounts must be provided.
Standard Rate:	The normal rate applies.
Commercial Rate:	The commercial rate is applied when organisations/individuals are making a profit from activities including instruction, dance, events, sales and spectator events.

4 Facilities Management

The School Letting Team is responsible for arranging janitorial provision for each school let in conjunction with Amey, NRS and Catering and Facilities Management (CFM). The janitor is responsible for conducting a pre and post let inspection with let holders to check the condition of the rooms in use and for reporting any damages through their manager to School Letting.

For both the primary and secondary estate, lets which are out with the school day/contract hours will be dependent on facilities management staff agreeing to work overtime. There is no contractual overtime in place to cover lets.

5 Availability of Education Establishments for Letting

5.1 Secondary school estate - PPP Schools

The letting of the secondary school estate, Golfhill Primary and Knightswood Primary is supported by a PPP framework agreement with Semperian and facilities management is provided by Amey.

The Council has negotiated pre-determined contract hours with Semperian/Amey during which the Council does not incur additional charges for opening. The costs associated with this extended access are included in the annual Unitary Charge payment to the PPP provider, Semperian, and it is therefore not a *"free service"*.

Contract Hours are:

- 5.00pm - 9.30pm* (term-time) Monday to Friday
- 9.00am - 12.30pm* (term-time) for school sporting activities, some supported study and for elected members surgeries during term-time on a Saturday
- 8.00am - 5.00pm* (school holidays) Monday to Friday

* The School Letting Team has the authority to offer lets to midnight, however it is normal practice to arrange lets within contract hours only. Lets arranged beyond this time are by special arrangement as this incurs additional cost to the Council and will be passed on to the let holder.

The PPP Provider charges Education Services for all lets arranged out with these hours. The charges are levied at an hourly rate and apply to each room, regardless of the

number of lets in the school or the number of janitors required on site.

5.2 School Use

Secondary Schools, Golfhill Primary School and Knightswood Primary School

PPP schools are granted lets without a charge within the Contract Hours. Secondary schools requesting a let beyond 9.30 p.m. will be charged the relevant community letting rate as well as applicable janitorial charges. Janitorial charges will also be applied for Saturday afternoon/evening and Sunday lets. Please ensure all lets for school activities have been approved by the Head Teacher/Head of Centre.

5.3 External Community Use

External community groups are always charged the appropriate rate in accordance with their status as outlined above. External users requesting a let beyond 9.30pm are required to pay applicable facility opening charges in addition to the letting fee. At times, organisations and groups may request a let during the school day, usually from 4.00 p.m. School Letting will refer all such requests to the Headteacher or their nominated representative before any such request is granted. There is an exception to out of school care organisations who may commence their let at the end of the school day.

5.4 Primary and ASL Establishments

The School Letting Team has the authority to arrange access by the community to primary schools (including Glasgow Gaelic Secondary School) and ASL establishments as follows:

4.00pm - 10.00 p.m. (term-time) * Monday - Friday
8.00am - 10.00 p.m. (school holidays) Monday - Friday
8.00am - 10.00 p.m. (all year) Weekend

*The School Letting Team has the authority to offer lets to midnight, it is normal practice to arrange these to 10.00 p.m. only. All lets arranged beyond this time are by special arrangement only.

Education Services is required to pay all janitorial costs to CFM for lets arranged during the above times. Unlike the PPP estate, there are no set contract hours where the Council does not incur additional charges for opening.

For school organised events there will be no rental charge, however schools will pay any add on charges such as janitorial and cleaning. The Headteacher or their representative must be on-site for school lets requested by the school.

Please ensure all lets for school activities have been approved by the Head Teacher/Head of Centre.

5.5 Active Schools

The Active Schools Programme is granted the same letting permissions as individual schools and the same charges apply. Lets must only be for Active Schools Education Services programmes and not applied for on behalf of external groups. However, there may be individual circumstances where a joint application will be considered.

5.6 Parent Councils

Parent Council meetings and other events such as discos, out with school hours will attract the community letting rental rate and any relevant janitorial and cleaning charges.

Parent Councils looking to secure space in a school should book this themselves and not via the school. The responsibility for lets lies with the signatory on the application form and this person should be in attendance throughout the let period. Should there be an unforeseen incident, then liability lies with the let holder, i.e., the signatory on the form and not the school. Parent Councils in Glasgow are provided with Connect membership which includes membership linked public liability Insurance. This insurance covers Parent Council meetings and events organised by them.

5.7 External Community Use

Community groups will be granted lets at the appropriate rates including janitorial charges during the above times. It should be noted that classrooms in the primary estate will only be let following prior approval from the Headteacher.

At times, organisations and groups may request a let during the school day, usually from 4.00pm. The School Letting Team will refer all such requests to the Headteacher or their nominated representative before any such request is granted. There is an exception to OOSC organisations who may commence their let at the end of the school day.

5.8 Entitlement to Free Lets

Schools do not have a "free let entitlement". Contract or Core hours (PPP schools) determine any hours of free access. These are as per the preceding sections.

Any request for a free let by a community group or school will be referred to the Head of Service. External organisations may request a fee waiver and will only be granted by Education Services in exceptional circumstances.

5.9 Childcare Lets

Out of School Care and After School Care providers (OOSC and ASC) are charged a subsidised daily rate. This subsidy is funded by Education Services.

All applications for a let for the purposes of childcare will be referred to the Education Services Early Learning and Childcare Team who will assess whether the let holder meets the relevant standards (i.e. Care Inspectorate) and criteria for the delivery of childcare services and whether a subsidy can be offered. The let will not be confirmed to the let holder until this has taken place.

5.10 **Use of Kitchens and Home Economics Rooms**

Due to health and safety, let requests for kitchen areas and Home Economics classrooms are considered on an individual basis. CFM will have to approve the use of kitchen access.

6 Notification and Cancellation of School Lets

The School Letting Team aims to maximise the income for Education Services from school lets and minimise the costs incurred.

6.1 The priority for the School Letting Team is to ensure that all let requests from Education establishments are accommodated and booked in their letting calendar for the new academic year. Let requests from external clients are only considered after school requests are scheduled. The School Letting Team administer over 90,000 lets each year.

It is essential that early notification is given when a school, or parts of a school, are unavailable due to planned school use. Information on the reasons for unavailability should be provided to the School Letting Team, and this may be referred to the Head of Service.

If a school requires sole use of the full Education establishment the reason for this must be advised at the time of the application. At least 28 days' notice must be given to the School Letting Team.

6.2 Each education establishment is responsible for notifying the School Letting Team of school events taking place out with the normal school day. Requests for lets during the coming academic year must be submitted to the School Letting Team by the end of June each year. The school let application can be found at https://www.glasgow.gov.uk/schoolletting, once completed, it should be sent to schoolletting@glasgow.gov.uk

An application form should be submitted for all activities, with the exception of exam block offs, as a pro-forma document should be completed. Exam Information for School Letting.docx

Failure to submit the lets by this date could result in the school not being able to get their required dates, as these may already have been allocated to community groups.

Unfortunately, there continues to be issues with late applications being received from schools for lets. These late applications cause last minute cancellation for external lets resulting in disruption for clubs and events at short notice, also an increase in complaints and a loss of income for the Council.

6.3 If a community let has been confirmed and a school submits a late request for this date and time, then the school let will be accommodated wherever possible however if this date is already allocated to an external group, then this let will take precedence. Any arbitration on this matter will be referred to the Head of Service.

6.4 It is recognised that not all school activities are part of a set calendar, although it is anticipated that approximately 90% can be forecast in advance with accuracy. For additional requests, **a minimum of 10 working days' notice will be required to secure the let.** Only in the event of real emergency should less notice be given. The School Letting Team understands there can be last minute let requests from education establishments, and they will always do their utmost to accommodate however this may not always be the possible.

6.5 A minimum of three working days' notice is required to cancel a school let that has been agreed otherwise full charges for the let may be applied.

6.6 The School Letting Team also require to be informed when any part of the property is unavailable to let i.e. preparation for examinations, set up of stages. In the case of scheduled maintenance work, NRS must notify the School Letting Team timeously in such cases and they will seek to make alternative arrangements with affected let holders where possible.

Where schools require rooms to be blocked off for exam purposes the pro forma must be completed in conjunction with the Amey janitorial staff. The form should include the

necessary set up and take down times for the exams and must be submitted to the School Letting Team at least 28 days prior to the room not being available for use.

Failure to notify the School Letting Team will result in lost income to Education Services and a potential negative impact on the reputation of the Council. Education Services may levy a charge in respect of any late cancellation to compensate for lost income.

6.7 Headteachers should be aware that the cancellation of any let can cause difficulties and disappointment for groups in the community as well as loss of income for Education Services and they should seek to minimise the impact of this wherever possible. Schools must only book out the parts of the school building that they actually require for their school activity and not the whole school. If the whole building is required for a school event this must be indicated at the time of the application being submitted and justification given as to why no lets can be accommodated.

6.8 If the School Letting Team receives a request for a let in a school which the Headteacher states is not available for letting, then this matter would be referred to the Head of Service for resolution.

7 Closure of School Facilities for Emergencies

In the event of school premises not being available for letting due to unforeseen circumstances such as severe weather, emergency repairs, health and safety matters, the School Letting Team will be made aware of this through the communication processes in Education Services and NRS. In this event any cancelled lets would not be issued with an invoice for the lets.

8 Action in the Event of Damage by an External Community Let

8.1 Where a school becomes aware of any damage incurred during the period of a let, they must notify the School Letting Team as soon as possible. The assessment of cost to equipment or property will be carried out by the appropriate Council service. On instructions from Education Services or their nominated representative, the School Letting Team will raise an invoice for the costs of the damage and will issue this to the let holder with a request for payment.

8.2 Where the School Letting Team is notified of or becomes aware of any damage incurred during the period of a let through a party other than the individual school, the School Letting Team will notify the appropriate officer in Education Services and the school immediately. Thereafter the process for the recovery of costs for damage will be as described above.

8.3 Let holders are liable for any damage caused to the fabric of the school building during their let. Any damage sustained must be noted by the janitor during the post let inspection of the room and reported to the School Letting Team via the agreed process.

9 Right of Veto or Cancellation of an External Community Let

9.1 Glasgow City Council Education Services has an agreement in place to manage the letting of schools out with the school day. As such, individual heads of establishment do not have the authority to veto any external community lets based on school events taking place at the same time within the curtilage of the school unless in exceptional circumstances.

9.2 Schools do not have the authority to cancel any external community lets and any matters of concern regarding a let must be referred to the Head of Service.

Any request made to the School Letting Team by a Head of Establishment to cancel all pre-

arranged lets will be referred to the Head of Service for consideration.

10 Local and National Elections

10.1 During elections, many Glasgow City Council education establishments will be identified as dedicated Polling Stations. With the exception of some childcare services, no lets will be permitted on the day of an election being used for this purpose. The room used for voting will not be available on the evening before the election is due to take place. Elections where schools are likely to be used are:

- Local Government
- Scottish Parliament
- UK Parliament

11 Health and Safety

11.1 Glasgow City Council's Health and Safety Policy applies during all periods when the school is open for letting purposes.

It should be noted that it is the responsibility of the let holder to:

Provide correct information on the Booking Form.

Comply with all aspects of Health and Safety relating to the let activity.

Report any Health and Safety incidents to CFM or Amey personnel on site.

Be familiar with the Emergency Procedures.

Ensure that person(s) attending the let who require assistance in the event of an emergency are evacuated safely.

Let holders are required to report any incidents or accidents occurring during a school let to the janitor on duty. The janitor will provide an Incident Recording Form, which must be completed by the let holder. Once completed, the form should be emailed to the School Letting Team at the mailbox below so the incident can be recorded on the Council's Health and Safety Incident Reporting System.
schoolletting@glasgow.gov.uk

12 Storage and Use of Equipment not owned by Glasgow City Council

The School Letting conditions state that storage is not included as part of a let. There may be instances where Headteachers agree to store equipment for community groups and schools may make use of that equipment. Where schools are using equipment that is not owned and maintained by Glasgow City Council, the GCC Insurance Team have advised that an agreement should be drawn up outlining each parties responsibilities and Education Health and Safety should be made aware. Risk assessments should be carried out and documented, and an inspection/maintenance regime should be in place and documented. In the event of a claim all documentation would be scrutinised.

13 Alcohol and Gambling

No alcohol can be sold or consumed on Education premises.

Gambling for a cash prize, such as a *"race night"* is not permitted on Education premises.

14 Use of Education Establishments for Media Purposes (Filming)

Any requests to film within an education establishment must be approved by the Executive Director of Education Services following consultation with the Headteacher. The School Letting Team will levy the relevant filming charges. Approval will also be sought from Glasgow City Council Media Office.

15 Complaints Procedure

Glasgow City Council follow a published complaints process. Any complaints regarding school lets can often involve the staff and resources of more than one organisation and therefore the School Letting Team will seek to involve the appropriate service including NRS and CFM in resolving such complaints and/or will refer the matter to the appropriate organisation to resolve.

When a complaint is received by the School Letting Team a full response will be sent following the agreed complaints procedure. If an immediate response is not possible, a holding letter will be sent to the complainant. The matter will either be investigated by Education Services, and a further response will be sent to the complainant, or it will be referred to the relevant person or organisation who will be asked to investigate the position and respond directly to the complainant.

Where necessary, a meeting can be set up with the relevant parties to reach a resolution if the above process does not resolve the situation.

16 MLU Enquiries

These will be directed to the Member Liaison Unit Team in the first instance who will distribute them to the appropriate officer in Education Services.

17 Contact details

General enquiries:
Email schoolletting@glasgow.gov.uk
Telephone - 0141 302 2814

Schools must raise any letting queries with the School Letting Team in the first instance.

John McGhee
Executive Director of Education