

# Modernising Day Services: Asset Use Policy Statement

## Context

1. The County Council, as reflected in its Strategic Plan is committed to:
  - § Delivering good quality and affordable services
  - § Ensuring that services are organised around the customer
  - § Ensuring that maximum value for money is achieved from all assets, including buildings
2. County Council agreed on 30 June 2011 a programme of transformation to create a modern flexible Day Service that meets the needs of service users. This included a policy commitment on the use of Day Services assets aimed at maximising the use of the Council's assets and to benefit the community without adversely affecting service provision.
3. This Policy Statement is an extract from County Council's resolution and is supported by procedure which includes actions to implement the Council's policy.

## Scope of this policy

4. This policy applies to all County Council directly provided Day Services buildings as outlined in the procedure.

## Commitments

5. To make all retained County Council [Day Services] premises available for community, voluntary and external organisation to utilise the buildings during evenings and weekends, and when the buildings are not being used for Day Services provision, thereby maximising the resource available to the local community.
6. The Council will review its costs in order to charge a realistic rent.

# Procedure on Day Services Asset Use

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## 1. Purpose

1.1 County Council agreed on 30 June 2011 a policy commitment to maximise the utilisation of County Council Day Services buildings by making them available to local communities during times when the County Council is not making use of them.

1.2 Below outlines procedural actions to implement this policy commitment.

## 2. Buildings available to be hired out

|            |   |
|------------|---|
| Broxtowe   | Main base (Chilwell) and Beeston site     |
| Gedling    | Main base (Arnold) and Netherfield site   |
| Rushcliffe | Main base (W. Bridgford) and Bingham site |

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|           |  |
|-----------|--|
| N & S     | Main base (Ollerton) and Newark site                     |
| Bassetlaw | Main base (Worksop) and the Community Resource (Worksop) |
| Ashfield  | Main base (Sutton-in-Ashfield)                           |
| Mansfield | Main base (Mansfield)                                    |

## 3. Who can hire rooms and facilities within Day Service Buildings, for what purposes?

3.1 The following parties will be able to hire rooms and facilities:

- NCC staff
- Other public sector organisations
- Community and voluntary sector organisations or groups
- Private individuals
- Private or independent sector companies

3.2 Approved purposes for hire are:

- Work purposes related to NCC business
- Voluntary sector activities including charitable fundraising events
- Delivery of services and activities to vulnerable adults or children
- Social events

3.3 The buildings will not be available for events involving alcohol.

3.4 The Team Manager for the day service will have the ultimate discretion about whether to hire out any part of the day service building to any particular individual or organisation who meets the above conditions.

3.5 Specialist rooms will not normally be available for hire (ie AV, training kitchens, pottery, and beauty salon). These rooms will be locked to prevent access.

## 4. Booking procedures

4.1 Details of the facilities available at each building and prices will be on the County Council internet. There will be an on-line form which an interested party could complete, to request a viewing or booking for a particular date. This will be sent to the Customer Service Centre (CSC) for action. Alternatively, people will be able to contact the Customer Service Centre, who will take details of the enquiry.

4.2 The CSC will then arrange for the appropriate day service staff to contact the person and arrange a visit or discuss further details and pricing. All bookings must be approved by the appropriate Team Manager or other staff by agreed delegation, prior to confirmation with the applicant.

4.3 All out of hours, weekend and Bank holiday bookings are subject to availability of necessary staff (eg Caretaker).

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4.4 Once approved, the room will be booked on the Stopford system (already in use across NCC) by day service business support staff.

- 4.5 Payment processes will be developed to include :
- payment of a deposit in advance over the internet
  - generation of an invoice for payment after the event

## 5. Prices to be charged for rooms:

## 6. Price categories

Price categories are proposed as follows:

|  |                                  |
|--|----------------------------------|
| Private individuals and commercial organisations | Full price                       |
| Community and voluntary sector groups            | 25% Discount                     |
| NCC members and officers                         | FREE during normal working hours |

## 7. Price to hire during normal working hours

During normal opening hours of the service, the only costs to be covered are for time linked to the booking process and cleaning.

Whatever the size of room, the costs will be as follows:

|                           |      |
|---------------------------|------|
| Discounted cost per hour: | £ 9  |
| Full price per hour:      | £ 12 |

In order to safeguard vulnerable adults accessing day services, only venues which have separate areas away from normal delivery of service and with separate toilet facilities will be available for hiring to public, voluntary or commercial organisations during the day.

Where hirers are members, officers or partner agencies known to the Council, it may be possible for space in other buildings to be made available.

## 8. Price to hire in the evening or weekend

For a booking that will use the room outside normal working hours, the costs to be covered are :

- time linked to the booking process
- cleaning of the room after use
- caretaking and security during the booking

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- heating of the building (as the whole building will have to be heated, whatever the size of room booked by the hirer)

Day service buildings are banded into groups, for size and cost purposes.

| Band   | Building  | Discounted price per hour | Full price per hour |
|--------|---|---------------------------|---------------------|
| Band A | Gedling (Main base and Netherfield site), Rushcliffe (Bingham site), Community Resource (Worksop), Broxtowe (Beeston) | £ 15.00                   | £ 20.00             |
| Band B | Newark and Sherwood (Newark site), Broxtowe (main base)   | £ 18.00                   | £ 24.00             |
| Band C | Newark and Sherwood (main base), Mansfield, Rushcliffe, Bassetlaw (main base), Ashfield (main base)                   | £ 21.00                   | £ 28.00             |

## 9. Rates for specialist equipment or additional services

| Item                                  | Price per unit                       |
|---------------------------------------|--------------------------------------|
| Television with video/DVD             | £ 5                                  |
| Overhead projector with screen        | £ 5                                  |
| Flip chart (with paper and pens)      | £ 5                                  |
| Use of training kitchen               | £ 5 per hour additional to room hire |
| Coffee bar equipment and crockery etc | £ 20                                 |

The details about each building on the internet will clarify what equipment is available for hire at each location.

Use of the day service coffee bar is permitted only where the hirer has the necessary skills and expertise to be able to use the equipment safely, in the opinion of the Team Manager, Day Services.

## 10. Other conditions related to bookings

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All bookings are based on an hourly rate, or part thereof, and any additional time required will be charged on an hourly basis or part thereof. Booking start and finish times must include all setting up and clearing away.

The person in charge of the event must be 18 years or above. ID may be requested at the time of booking.

It is the responsibility of the hirer to ensure that there is adequate first aid cover at the event. Please discuss this at the time of booking.

## 11. Catering

Catering may be available on request, dependent on service staff availability. This would be additional to the hire rates above and costs would be individually negotiated with regard to food requirements and staffing time.

Catering would either be provided by the Day Service catering staff or by NCC catering staff from the County Hall Catering service.

Catering can be brought in as part of the event, but the organisation concerned must hold a basic food hygiene certificate. All food left over from the event must be cleared away and removed from the premises.

Refreshments may be available, dependent on the service, to be agreed at the point of booking. Charges will be as follows :

- Tea, Coffee, and Biscuits £1.00 per head
- Jug juice £2.00 per litre
- Water Free

Alternatively, hirers can buy drinks and snacks from the Coffee Bar, where this is open at the time of hiring.

## 12. Toilets and personal care facilities

All toilet and personal care facilities must be left in the same condition as they were provided at the start of the booking, otherwise additional cleaning charges will be levied. These charges will be equal to the cost of the additional cleaning materials and hourly rate of staff carrying out the cleaning.

Hoisting equipment and adult changing beds will not normally be available.

## 13. Standard terms and conditions for contract between NCC and with hirer

## 14. Changes to rates

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The Authority will review hire rates after the first 6 months of introducing the hiring out proposals. After this period, the Authority exercises the right to vary the hiring fee to cover an increase in hiring charges.

## 15. Payment for one-off events

Where the cost of the booking will exceed £ 100, the Authority will take a deposit of £ 25 at the time of booking, unless the event is a large function in which case a cash bond of up to £300 may be required prior to the function and will be returned on inspection afterwards.

The hirer shall pay the charge / outstanding balance requested by the Authority within 14 days of receiving an official invoice.

## 16. Payment for regular bookings

A deposit of £ 25 will be taken at the commencement of a regular booking. This will be repaid when the hiring arrangement comes to an end, or refunded through the final invoice, whichever is most convenient to the hirer.

Charges will be invoiced by the Authority on a monthly or quarterly basis, as appropriate. The minimum charge invoiced will be £30. Cash payments are not acceptable.

The hirer shall pay the charge requested by the Authority within 14 days of receiving an official invoice.

## 17. Cancellations

Cancellation policy is as follows :

|  |                    |
|--|--------------------|
| Cancellation 4 weeks or more before the date | No charge          |
| Cancellation 2 – 4 weeks before the date     | 25% of booking fee |
| Cancellation 0 – 2 weeks before the date     | 50% of booking fee |

Cancellations must be received in writing (including hard copy or email).

The Authority reserves the right to cancel a booking at any time but will give at least 3 full working days notice unless in emergency situations. Any deposit paid will be returned in the event of a cancellation by the Authority.

## 18. Damage and loss

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The Authority will not in any circumstances be responsible for any damage or loss to goods or property brought to the premises by the hirer or persons attending the function.

The Authority does not have any insurance cover for hirers of Day Service buildings so anyone hiring should provide evidence of their own public liability, to an indemnity level of £ 2m where activities are low risk.

The hirer must ensure that they have Public Liability Insurance (in the sum of £5m) in place prior to letting taking place if the hirer is using it for any of the following purposes :

- For meetings organised by political parties
- For professional entertainment purposes
- For commercial or business functions which involve bringing into the premises equipment which operates by means for the application of heat
- For martial arts activities
- For any sporting activity but only in respect of personal injury or property damage suffered by one participant that was caused by another participant

The Public Liability Certificate must be received by the venue prior to the hirer using the room. If this is not received, the hirer will be liable for the full cancellation charge as detailed elsewhere.

All damages or breakages must be reported immediately at the end of the event. The hirer of the premises is liable for any costs to effect repair or replacement to the premises or the equipment therein. The costs will be taken from the deposit in the first instance, if one has been paid.

## 19. Conduct within the building

The hirer shall ensure that activities carried out at the premises are conducted in an orderly manner unlikely to cause any annoyance or inconvenience or become a nuisance to the owners or occupiers of any adjoining or neighbouring property or to the public.

The hirer is not permitted to install fixtures or decoration of any kind requiring nails or screws to be driven into the property.

It is a condition of hire that if you use your own electrical equipment in the premises, the equipment must be connected to the premises electricity supply via a portable plug or portable adapter fitted with a residual current device and that these devices should be tested prior to use by a qualified electrician. If a residual current device is not provided in the room which you are hiring, you are required to provide your own. The devices are available from major do-it-yourself stores.

The hirer shall obtain, at their own expense, all the necessary licences required in connection with the use of the premises and shall observe and comply with all the conditions attaching thereto.

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A licence is required for the public performance of any sound recordings. A licence covering most makes can be obtained from the Photographic / Performance Limited of Ganton House, 14-22 Ganton Street, London, W1U 1LB and from the Performing Right Society, 2 Wren's Court, 55 Lower Queen Street, Sutton Coldfield, West Midlands, B72 1RT. Applicants are advised that failure to obtain such a licence is an offence and against the Copyright Act. 1956.

The hirer is responsible for the Health and Safety of any children and adults attending the event at the premises.

The hirer agrees not to use or store dangerous/explosive materials on site.

Nottinghamshire County Council premises and grounds are strictly no smoking.

The premises must be left in a clean and tidy condition by the hirer. Failure to do so will result in a charge for cleaning to the hirer.

Furniture and equipment must not be removed from the premises.

All children and vulnerable adults must be cared for at all times by fit and proper adults.

Where the hirer is using the day service building at the same time as the operation of the day service, the following conditions apply :

The Team Manager will explain which areas of the building are not to be accessed by the Hirer or any people connected with the Hirer, under normal circumstances. This may need to be waived in the event of fire or other emergency evacuation.

The correct use of security arrangements must be followed at all times, as explained to the Hirer by the Team Manager.

## 20. Provision of catering

Requests for catering to be provided should be discussed with the Team Manager responsible for the building being hired.

Hirers are permitted to bring their own food into the building providing that food falls within a "low risk" category and is consumed 2-3 hours of being chilled – see attached list.

Use of the day service main kitchen by external organisations will not be permitted, due to Health and Safety regulations.

All responsibility for food health and hygiene rests with the hirer and the Council will not accept any liability for personal illness or injury to any person caused by the hirers' own food provision.

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## **21. In the event of fire**

The hirer is responsible for ensuring that persons attending a function under their control are cleared from the building in the event of a fire, and must ensure that the routine to be followed in the event of fire is known to at least two of the persons attending.

Every visitor must sign in at the base in order to ensure full and safe evacuation in the event of fire. If a fire is discovered, the alarm must be sounded using the nearest break glass point situated around the building. People must be directed to leave the building via the nearest fire exit. People should not stop for coats and bags etc. People with disabilities may need to be escorted / assisted. Hirers must inform a member of staff if they have brought any combustible items into the premises e.g. spray paint cans. People should make their way to the assembly point and wait for further instructions / information.

## **22. Parking**

The Authority does not accept liability in respect of the parking of any vehicle at the premises connected in any way with the applicant or the letting of the premises during the letting period.

## **23. In the event of any accident or emergency**

Hirers are requested to speak to the Caretaker as soon as possible, if on duty during the event. Otherwise contact the on-call Manager.