



Premises Use Policy

Asset Management Service

September 2023

(Replaces Premises Use Policy, March 2018)





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1. Background

INTRODUCTION

The primary function of the county council's premises is to enable the delivery of the council's services and facilitate public access where appropriate. As part of this we will enable community and third-party use where this supports the council's objectives. This policy has been developed to support relationships between the council and external bodies to the benefit of local service delivery and community use.

The council supports the use of its premises by third party organisations for educational, community and service-delivery purposes, however, any use that adversely impacts on service delivery will not be permitted. The council's service occupational needs will always take precedence over those third parties.

1.1 Purpose

The purpose of this policy is to ensure consistency is applied in allowing third party use of the council's premises to support a sustainable portfolio by setting out the criteria to be considered when deciding whether to allow accommodation to be used by other council services or external organisations. This may be sessional use, more formal terms that enable regular exclusive use or even permissions relating to the land or building such as installing a bench/planter or painting a mural.

Premises Managers, as identified on the Property Asset Management System (PAMS), act as the responsible person concerning all health and safety aspects in council premises. Where the Facilities Management Service are Premises Managers, and/or there are multiple occupying services, all occupying services are required to support this to enable smooth running of the building.

Use of Premises Guidance in the context of this policy is set out at Appendix 3.

1.2 Scope

This policy applies to most premises owned or controlled by the council. The only exceptions are Conferencing at The Exchange at Burnley Campus and County Hall complex, Lancashire Museum Conservation Centre, Outdoor Education Centres and School premises where they have devolved financial management.

If council accommodation is required as part of a service(s) procurement process the proposals must be discussed with the Asset Management Service prior to making any commitment to ensure that no financial advantage is given to any tendering party.

1.3 Implementation, Monitoring and Review

Implementation of the policy will be the responsibility of Premises Managers working closely with Asset Management, Estates and Facilities Management Services and will



be monitored through the financial monitoring of establishments. The charging framework for sessional use will be reviewed on an annual basis and any formal occupation will be reviewed in line with the individual terms agreed.

As the council focuses on its strategic priorities, work is underway to reconfigure our property portfolio with the aim of retaining a more sustainable set of buildings, premises and land. This policy provides a clear process for all premises use in order to support service delivery and improve the efficiency of the portfolio. Focus will be given to maximising the potential of the portfolio and to income generation from those assets.

We recognise that as some assets are no longer needed for the delivery of council services, the community may be well placed to take on their management where certain conditions can be met in line with the Community Assets Policy.

2. Use of Premises Policy

The council actively encourages the use by external organisations of council premises. The available use by third parties can be categorised as;

- **Sessional Use** – The hire of a room or area within council premises for a short set period, usually for a period of 1 hour which could be on a recurring or ad hoc basis.
- **Formal Occupation** – Ongoing exclusive or non-exclusive use of a room or area within council premises for a fixed period that doesn't fall into the sessional use category.

The council may, where appropriate, grant permissions relating to the use of council land or buildings e.g. a request to install a bench/planter, maintain an area of a facility or paint a mural.

Property assets are held for the delivery of council's service priorities and in order to ensure that council assets work well for the community, consideration must be given to income and contributions towards the upkeep of premises that support a sustainable portfolio.

An agreement for sessional use or formal occupation is required for all requests that are outside of the standard service delivery. This requirement is not necessary for the general use of open and accessible public space for the function for which the relevant council premises are intended, during the hours that the premises are open and staffed. See flowchart guidance and examples in appendix 6.

All income received should be credited to the corporate running costs budget using the appropriate subjective code as follows:

- For the sessional use of council's premises - subjective code 26205 (Room Hire/Hire Of Premises).
- For the formal occupation of council's premises – subjective code 26202 (General Rents)

The council will ensure a consistent approach is applied to organisations wishing to make use of County Council buildings and reserve the right to refuse any application. The council's policy for the use of its premises by external bodies is as follows:

1. That services of the County Council are able to deliver effectively from council premises and that their activities will be prioritised. The use by external organisations must not prejudice this use or impose additional costs on the operation of its premises.
2. Premises made available for third party use will have been assessed as being generally suitable for such use. The suitability of accommodation for each specific use requirement will be assessed upon application by the Premises Manager, with appropriate advice from Asset Management and Facilities Management Services if required.
3. All prospective hirers must meet with the Premises Manager and provide details of their intended use, aims and objectives on the appropriate form including any relevant documents e.g. proof of insurance.
4. Premises Managers will have the responsibility for managing Sessional Use/Hire Agreements and for liaising with Senior Managers in the Service and Asset Management, Estates and Facilities Management Services in respect of all other uses and suitability assessments.
5. Premises Managers will have the responsibility for ensuring that all usage will meet the requirements of the Prevent Duty (Section 26) and all other applicable sections of the Counter Terrorism and Security Act 2015 by ensuring that they do not provide a platform for radicalisers and are aware of how to report concerns.
6. All usage of council premises by other than the council's services will be formally documented specifying the respective responsibilities of the parties and the conduct required of the user.
 - For sessional use/hire the third party will complete the Application Form through the digital booking system for the Sessional Use/Hire of County Council Premises which will then be completed by the Premises Manager. Hard copy applications forms will be available if needed.
 - For formal occupations the third party will complete the Application Form for the Formal Occupation of County Council Premises which will be submitted to the

Asset Management Service. Should the application be successful, the appropriate legal agreement would then be proposed by the Estates Service in consultation with legal services and subsequently drafted and completed by legal services.

- Any other requests received that are connected to the premises but cannot be classified as either sessional use or formal occupation, should be directed to the Asset Management Service in writing (ampropertyreview@lancashire.gov.uk). This may include a request to maintain, install or decorate a premise. The appropriate legal agreement will then be arranged.
7. All users of council premises will be required to conduct themselves in a proper, safe and responsible manner. Where appropriate and according to the type of use, users will be required to ensure that they have the necessary skills/training/qualifications to conduct their use.
 8. When use by non-keyholders occurs outside of operating hours the out of hours charge, shown in Appendix 2, may apply. The use by external organisations must not impose additional costs on the operation of the property and any use by external organisations must be cost neutral. Any costs associated with the use should be recovered in line with this policy.
 9. The Indicative Charging Scheme for Sessional Use/Hire within the scope of the policy, are set at a standard rate as detailed in Appendix 2 – such rates will be reviewed annually. The charging for any formal occupation will be assessed in each case by the Asset Management and Estates Services and prescribed in the agreements drawn up specifically for that instance.
 10. All users/hirers of council premises must be covered by appropriate public liability insurance with a minimum cover of at least £5 million, together with any other statutory consents that may be necessary for their use (e.g. public entertainment licences, performing rights licences etc.). All necessary documents must be attached to the Application Form.
 11. Smoking or vaping are not allowed on council premises as defined by the council's Smoke-free and Vape-free Work Policy. <http://lccintranet2/corporate/web/?siteid=3726&pageid=39890>.
 12. Any requests to serve alcoholic drinks at the premises must first be referred to the Monitoring Officer.
 13. Applications to use council premises for the following purposes will require the following specific consents:
 - Use by political parties, pressure groups and interest groups outside election campaigns must be approved by the Monitoring Officer

- Where it appears that the prospective use/user may be controversial so as to be subversive to public law or order or calculated or likely to lead to a breach of the peace, or which may injure the reputation of the premises or of the council, then the specific approval of the Chief Executive will be required. Any requests that appear to be controversial must first be referred to the Monitoring Officer.

3. Requirements for use

Premises use agreements are intended to reflect the rights and responsibilities of the parties involved in property usage and specifically cover financial arrangements, health and safety, premises management, safeguarding, Prevent Duty etc., and may take various forms according to the longevity of the proposed occupation and/or the relationship existing between the parties. The nature of the use will determine how the types of agreement below are commonly referred to in the context of council premises.

3.1 Types of User Agreements

3.1.1 Sessional Use / Hire Agreements are appropriate where premises are used for a short set period, usually about one hour, but could also be for several hours per week on a sessional basis.

This could mean that sessions are booked either as a one-off event for several hours (but not extending to more than a few days at a time), or for the same time on a weekly or monthly basis.

Sessional users/hirers use the accommodation for only the agreed booking period and otherwise the same space is available for other users at different times.

The user removes any items associated with the use at the end of each session. If the use involves the storage of items in the building, the use falls into formal occupation.

Charges for sessional use/hire are usually an hourly fee covering rent and service charge (which represents the running costs of the premises) and are detailed in Appendix 2 of this policy.

3.1.2 Formal Occupation for any use that does not fall into the above Sessional Use category and where regular exclusive or non-exclusive use is required.

This could include the following:

- **Partner use of an office or front facing accommodation**
- **Use that includes storage of items in the building**



- **Use where the group proposes an increased role in the management of the premises and makes a financial contribution towards the upkeep of premises**

For example, in some library settings, particularly active 'Friends' groups have licence agreements in place to enable them to install and maintain community gardens, and more recently and in limited circumstances this permits groups to carry out low level maintenance such as painting railings as part of 'best kept village' events etc.

The agreement may be in the form of a licence or a lease or other appropriate documentation and the Estates Service will advise on the correct documentation and the associated charges based on each application. Any other requests received that are connected to the premises but cannot be classified as either sessional or formal use, should be directed to the Asset Management Service in writing. This may include a request to maintain, install or decorate a premise. The appropriate legal agreement will then be arranged.

4. Charging Basis for Sessional Use

To support a sustainable portfolio, this policy seeks to ensure that, where there is third party use of council premises, the charges take account of the financial cost of providing the accommodation.

There are three categories of charging for sessional use as follows:

- A – Free of Charge Use
- B – Contributed Rate (which covers the premises variable running costs for provision of consumption of services only)
- C – Standard Rate (which covers everything in B above plus all other running costs)

As above, charges for sessional use/hire are usually an hourly fee and these are detailed in Appendix 2 of this policy. To define which category the applicant falls into, refer to Appendix 1.

Payment for sessional use/hire should be managed and transacted in accordance with corporate guidelines/procedures relating to charging for services. Payments in respect of more formal agreement types should be invoiced in line with corporate guidelines/procedures relating to charging for services.

All income received from the sessional use of the council's premises should be credited to the corporate running costs budget, to offset premises costs using subjective code 26205 (Room Hire/Hire Of Premises).

Appendix 1: Sessional User Categories with Example Groups and Basis for Charging

There are three categories of charging for sessional use – categories A, B and C.

The user groups identified below are not intended to be an exhaustive list but are provided by way of examples to show the category into which they fall.

In order to recover financial costs to the council, the standard offering to external users is Category C. However, categories A & B are in place to assist with council's priorities and service delivery.

Any application which does not readily fit with any of the categories below should be referred to the Asset Management Service. If there is doubt as to the appropriateness of any particular use/user then refer application to the Director of Corporate Services. In all cases, the use of premises by external organisations must not impose significant additional running costs on the council.

Category A: Free of Charge Use (no charges levied).

User groups

1. The council's service.
2. A recognised partnership arrangement which directly assists the council's service to achieve its objectives such as Alcoholics Anonymous (a community mutual aid group) and Change Grow Live (3rd sector organisation).
3. Friends of Library groups operating under the council's Friends of Lancashire Libraries constitution.
4. Community associations operating under the council's community association constitution (or other constitution as approved by the council) are permitted free of charge use for meetings required by their constitutions and up to four whole days annually for fund-raising or other appropriate events.
5. Use by County Councillors for surgeries subject to the use being accommodated at a reasonable cost to the council.
6. Use by candidates in a parliamentary election campaign, or in a local government election campaign (either by County or District Councillors), or in a campaign associated with any other elections provided for in law. This is subject to the use being accommodated at a reasonable cost to the council. N.B. A candidate at a local government election is entitled, for the purpose of holding public meetings to promote or procure the giving of votes at that election for themselves, to the use free of charge at reasonable times between the last day on which notice of the election may be published and the day preceding the day of election of a suitable room in the premises of a school or a publicly funded meeting room

7. Use as a polling station in connection with parliamentary and local government elections and any other elections provided for in law, as required by the returning officer. N.B. The decision on the use of any building as a Polling Station lies with the Returning Officer, and if they determine it is the most suitable building, the council must accommodate it and cannot refuse.

Category B: Contributed Rate (which covers the premise running costs only).

User groups (Non-profit making)

1. Workers Educational Associations for classes and meetings.
2. Educational classes provided by organisations which have a direct relationship with the services provided by the council (e.g. St. John's Ambulance, Women's Institute and Townswoman's Guilds).
3. Classes and conferences arranged by faith groups.
4. Recognised youth organisations including Scouts, Guides, Cubs, Brownies, Beavers, A.T.C, Boys Brigade, etc.
5. Voluntary (non-profit making) activities which have a direct relationship with the services provided by the council (e.g. registered pre- and after-school playgroups, older people's clubs operated by charitable and voluntary organisations).
6. Arts, Crafts and Culture activities (e.g. Knit and Natter, Fun Art Sessions, choir practice).
7. Playgroup leaders associations for meetings.
8. Organisations of teachers (Trades Unions, other recognised groups), and organisations of other local government employees connected with the council for meetings.
9. Charitable and recognised voluntary organisations for business meetings.
10. Faith organisations for business meetings.
11. Parish, Borough and District Councils.
12. Use by sitting MPs and District Councillors for surgeries.
13. Use by political parties, pressure groups and interest groups (this use requires the specific consent of the Monitoring Officer).

Category C: Standard Rate (which covers all running costs).

1. Private functions (e.g. weddings, parties, etc.)



2. Commercial purposes (sports & fitness classes, weight watchers, early years providers etc.). N.B. the sale of goods from council premises, by commercial organisations, is not permitted without the consent of the council.

Appendix 2

The Indicative Charging Scheme for Sessional Use/Hire (2023/24)

Type of Charge*	Category A Free Of Charge Use	Category B Contributed Rate	Category C Standard Rate	Additional Charge for Facilitating Premises Use outside of Operating Hours on First hour only**	Additional Charge for Admin on First hour only***
Room up to 20m ²	No Charge	£3.00	£6.00	£17.50	£4.50
Room 20-30m ²	No Charge	£4.50	£9.00	£17.50	£4.50
Room 30-50m ²	No Charge	£7.00	£14.00	£17.50	£4.50
Room 50 -100m ²	No Charge	£8.50	£17.00	£17.50	£4.50
Room 101m ² or more	No Charge	£11.50	£23.00	£17.50	£4.50
Sports Hall (adult group)	No Charge	£38.00	£38.00	£17.50	£4.50
Sports Hall (junior group)	No Charge	£30.00	£30.00	£17.50	£4.50
Kitchen and Coffee Bar	No Charge	£4.00	£8.00	£17.50	£4.50
Multi Use Games Area	No Charge	£24.00	£24.00	£17.50	£4.50
All Weather Pitch (adult group)	No Charge	£46.00	£46.00	£17.50	£4.50
All Weather Pitch (junior group)	No Charge	£37.00	£37.00	£17.50	£4.50
Playing Field	No Charge	£2.50	£9.00	£17.50	£4.50

Notes:

* New facilities will be added to the table as and when appropriate.

** Is only chargeable for Category B and C and the term "Facilitating Premises Use Outside of Operating Hours" refers where the council has to provide an employee to open and close the premises outside of normal operating hours.

*** The charge of £4.50 for Admin is for each individual sessional use/hire and is



for arranging the letting. It is only applicable for Category B and C.

Appendix 3: Use of Premises Guidance

Premises Managers have day-to-day control over what happens in council owned/controlled premises. Premises Managers, as identified on the Property Asset Management System (PAMS), act as the responsible person concerning all health and safety aspects in LCC premises. Where Facilities Management are Premises Managers, and/or there are multiple occupying services, all occupying services are required to support this to enable smooth running of the building.

The role and responsibilities of Premises Managers detailed in Guidance Notes provided on the Corporate Health, Safety and Quality website and is accessed via the following link:

[Premises Management - Premises Management \(lancashire.gov.uk\)](https://lancashire.gov.uk/premises-management/)

1. Assessing Suitability of Premises for the Proposed Use

When an interest in using council premises is received, the proposed user must complete the appropriate application Form for the use of County Council Premises (either Appendix 4 or 5). The information will enable an assessment to be made as to the suitability in terms of the impact on service delivery and the physical constraints of the property itself and in the case of an application using Appendix 5, the most appropriate way to document the use or occupation by the Asset Management Service. If a property is not suitable for the proposed use it should be referred to Asset Management Service.

1.1 Equality Act (EA) 2010: Requirements for Disability Access

The EA makes it unlawful to discriminate against a person because of 'protected characteristics' (which includes disability). The legislation places a general requirement on businesses and other organisations to take reasonable steps to address physical features that act as a barrier to disabled people accessing their services. This may mean removing, altering or providing a reasonable means of avoiding physical features of a building which might place disabled people at a substantial disadvantage. Examples include:

- putting in a ramp to replace steps;
- providing larger, well defined signs for people with a visual impairment;
- improving access to toilet or washing facilities etc.;
- providing ground-level meeting rooms in premises without lifts.

The use of council premises other than by the council's service may affect the property's disability access arrangements and compliance with EA (i.e. allowing public access to buildings, or parts of buildings, which has hitherto not been permitted may impose an obligation to make physical alterations to accommodate such access by disabled users). An access audit for the subject premises/space will enable any such

accessibility issues to be identified and Asset Management Service/Facilities Management Services will advise.

1.2 Gender Segregation

Segregation by gender will constitute unlawful discrimination except for in few specifically defined purposes falling within one of the exceptions under the EA. It is important that the relevant staff are aware of:

- legal obligations under equality law
- what is permissible and not permissible on a segregated basis
- exceptions from equality law for religious practice and observance.

Forced gender segregation is not consistent with British values and should also be considered in the context of implementing the Prevent Duty.

In line with the Equality Act all requests to use/hire council premises will be treated fairly and considered objectively and discrimination will not take place because of any protected characteristics of a group or individual.

Information on the requirements not to discriminate unlawfully are provided on the Premises Manager Guidance Notes on the corporate web site via the following link:

[Premises Management - Premises Management \(lancashire.gov.uk\)](http://lancashire.gov.uk)

1.3 Safeguarding of Children, Young People and Vulnerable Adults

Premises Managers and Facilities Management will need to consider how any proposed use coming onto the site might compromise safeguarding requirements or child protection arrangements for both the existing council's operation, other users of the premises and the proposed use itself. In addition to requiring prospective hirers to have appropriate vetting and control measures for their purpose, it may also be necessary to introduce new measures to protect existing users of the premises.

2. Health and Safety (Risk Management)

Health and Safety legislation imposes a duty on the council to maintain and operate its premises in a way that ensures they provide a safe environment for all users, employees and members of the public alike. Responsibility for the safety of council premises rests with the Chief Executive and Executive Directors, but day to day responsibility is vested in the Premises Manager. Although the Premises Manager may delegate specific premises related duties to others, he/she will retain overall responsibility.

The Corporate Health, Safety & Quality website provides a comprehensive guide to the following:

[Health and Safety Site - Health, Safety and Quality homepage \(lancashire.gov.uk\)](http://lancashire.gov.uk)

Information with respect to Emergency Preparedness and response (planning for emergencies in premises usage and undertaking fire risk assessments), is available via the following link:

[Premises Management - Emergency Preparedness & Response \(lancashire.gov.uk\)](http://lancashire.gov.uk)

The use of council premises by third parties may give rise to risks not identified on the generic risk assessments undertaken for normal service use or uses otherwise commonly accommodated at the premises. In this case the proposed use/user would have to be subject to a specific suitability assessment to establish whether adaptations to the premises, or its operation, was necessary and the desirability of undertaking any necessary changes.

Some of the more common issues include:

- Traffic Management – control of vehicular and pedestrian access to and around the property site having regard to the different activity periods associated with the various uses accommodated.
- Site Security and Safeguarding / Child Protection – risk assessments taking into account the nature of the proposed use and the background of the people (including any “customers” or visitors) associated with the use will need to be undertaken. More detailed checks may be required where the operational hours will overlap with the service's operational day and where the use or service use includes children, young people or vulnerable adults. Vetting, barring and/or control measures may need to be put in place and it could be considered necessary to physically segregate users to safeguard staff and user safety.
- Fire Safety – the premises fire risk assessment should be reviewed in the light of the impact of proposed new uses, and fire-safety procedures should be followed by organisers when setting up new activities. In cases where usage involves the presence of large numbers of people (e.g.) shows, meetings, community events), then the Licensing Officer of the local District Council should be consulted.
- Asbestos Management – where works are needed in connection with a proposed use then this should be referred to the Asset Management Service and any resulting works must follow the council's Asbestos Management Procedures as set out on Corporate Health, Safety & Wellbeing Quality intranet pages.
- Regular Premises Checks, at every handover from service to community use and vice versa, are crucial. These can be done by the Premises Manager or other approved keyholder, but should be written down and held on file chronologically. This ensures that should any liability claim be brought, the relevant insurers have access to detailed and correctly dated information that helps to defend or pursue any such claim as appropriate.

3 Insurance

When requests to use council premises are received it is important to consider the insurance implications of specific uses/or users. All users/hirers of council premises must be covered by appropriate public liability insurance with a minimum cover of at least £5 million, together with any other statutory consents that

may be necessary for their use (e.g. public entertainment licences, performing rights licences etc.). All necessary documents must be attached to the Application Form.

3.1 The General Principle

It is important that all users of council premises are suitably insured in order to ensure that the council and its officers are indemnified against claims for injury to users, and for damage to the property caused by such use.

As a general principle it is the hirer's, not the council's, responsibility to decide whether or not the council's premises are suitable for their proposed use or users. However as Premises Managers have ongoing responsibility for risk assessments on their premises to ensure they are safe for their existing use, they should also have a view about the appropriateness of the uses proposed by third parties.

Where there is any concern over the suitability of a use, then the fact that insurance can be obtained to provide the necessary indemnity cover should not be taken as a justification for accepting the use. The service is fully entitled to choose not to agree to a use request and should do so where the risks of acceptance are considered significant (i.e. where many adaptations are required to the premises and its operation, specific safeguards/controls are needed that impose an unacceptable cost on the council in terms of staff time, etc.).

Insurance cover provided by hirers in respect of their usage of council premises does not absolve the council from its own obligations in respect of health and safety and the proper management of the property.

3.1.1 Use by council services

Usage by council services (including those activities under the control of County Council staff) is covered under the council's own buildings and public liability insurance arrangements.

3.1.2 Use by Third Parties

Third party users must produce a copy of their own public liability insurance policy providing cover with a limit of indemnity of not less than £5m (five million pounds).

Local community groups using council premises must also be covered by insurance. Other public sector organisations, such as National Health Service, which normally self-insure must provide written confirmation formally accepting the liability. Individuals or non-incorporated groups might find this requirement difficult to comply with; however it may be possible for them to become members of an umbrella organisation such as a community association or residents association and obtain public liability insurance through this group.

Whilst it is recognised that arranging necessary cover may prove a barrier to some groups or individuals, the requirement for all hirers to have insurance cover of not less than £5m (five million pounds) in place cannot be overlooked. **In recognition of this the council has arranged Hirers' Liability cover under the terms of the council's**

Public Liability insurance policy which can be accessed if the hirer does not have sufficient cover in place.

Full details of this Hirers' Liability cover can be found on the intranet at the following link [Toolkit – Insurances \(lancashire.gov.uk\)](#). Premises Manager should record all hirings using this cover on the form contained within the [Summary of Cover](#). This form should be submitted annually on the 1 April to rdf.RiskandInsurance@lancashire.gov.uk

For further details please e-mail rdf.RiskandInsurance@lancashire.gov.uk.

3.2 Keyholders

Keyholders are dealt with in full below, however in regard to insurance The council's buildings and public liability insurance provisions, cover the use of council premises by non-council users provided the council's key holder arrangements are adhered to, as detailed in Appendix 7. Should an event occur where a claim is made, the council's insurers will expect to see evidence that the council's key holder arrangements have been fully complied with.

3.3 Guidance

Further guidance for Premise Managers/Duty to Co-operate on insurance matters is provided on the Premise Management intranet pages - [Toolkit - Insurances \(lancashire.gov.uk\)](#).

3.4 Licensing

Uses which involve entertainment, the playing of music and/or the presence of groups of people may require licensing. The proposed occupier must make all reasonable enquiries as to whether an appropriate licence is held by the council upon which they may rely, or alternatively, make all appropriate applications under the Licensing Act 2003, or such other relevant legislation, to secure such a licence and provide evidence of such a licence to the Premises Manager prior to the commencement of use.

4. VAT

Internal uses and related services between one part of the council and another are outside the scope of VAT. The use of property by third party organisations for non-sporting activities is generally exempt from VAT, whereas use for sports activities are subject to VAT.

However, where additional services beyond the accommodation itself are provided and charged for separately, these additional charges are liable to VAT at the standard rate, e.g. shared receptionist services, use of telephones, photocopiers, computers etc. In cases where the services are the principal element of the supply, the overall charge may become standard rated. Venues which are let for theatre productions and weddings are now normally regarded as the provision of facilities and other

services rather than space and should therefore be standard rated. The VAT treatment of stalls at specialist markets or events is also currently under review.

The council has also opted to tax certain buildings which mean that VAT must be charged on rents such as Preston Bus Station, as well as several other strategic properties. Further buildings may be opted if material expenditure is to be incurred. The VAT Team can advise of the up-to-date position.

For further advice on VAT relating to use of premises, please contact the council's VAT Team by email - VAT.Team@lancashire.gov.uk or by telephone – 01772 530840.

5. Treatment of Income Received from Lettings

Payment for sessional use/hire should be managed and transacted in accordance with corporate guidelines/procedures relating to charging for services. All income received from the use of the council's premises should be credited to the corporate running costs budget, to offset property costs using subjective code 26205 (Room Hire / hire of premises).

6. Provision of Furniture and Equipment.

Council accommodation will generally be made available for use with furniture appropriate for the permitted use i.e., meeting rooms will contain sufficient chairs/tables for the room's stated capacity.

Specialist equipment (e.g. audio-visual, IT, entertainment, catering etc.) or furniture should be provided by the user, subject to a check by the Premises Manager on its appropriateness for the premises; i.e. in health and safety terms and its potential to damage the fabric of the building. Any concerns by the Premises Manager be raised with Facilities Management Service.

7. Key Holder Arrangements

Council service staffing levels do not always allow for the employment of staff to open and close premises and be present at all times when they are open. Consequently, certain council staff members and other premises users' representatives may be allocated keys (or access codes in the case of key-less locks) for some or all parts of specified premises. Keys are allocated on the clear proviso that the recipients are held responsible for the said premises at agreed times.

As above, the council's buildings insurance provisions cover the use of council premises by non-council users, provided the key holder arrangements are adhered to. Should an event occur and a claim be made, the council's insurers will expect to see evidence that the council's key holder arrangements have been complied with in full.

Staff members and other premises users' representatives, are required to sign the council's Key Holder Agreement Form to confirm their understanding of, and agreement to accept the responsibilities placed upon key holders for premises security and compliance with the council's insurance policy. A copy of this form should be held by the Premise Manager.

Premises Managers will maintain a register of keys to record and manage the allocation of keys and access codes; whether this be to staff members or representatives of other organisations using service premises. The register will be kept on the premises, with a regularly updated copy retained at the service's head office. Signatures for receipt and return of keys will be recorded on the Key Holder agreement form.

Approved categories of key holders for council premises are as follows:

Council staff will often be keyholders to the buildings that they work from or require access to on a regular basis. Line managers and/or Facilities Management Service will agree to named keyholders for specific premises on an individual basis.

Partners, Community Associations, Constituted Friends' groups, representatives of community groups and other council staff may be recognised as key holders for the premises they require access to or operate from on a regular basis, provided:

- The sessional key holder form has been completed and signed, clarifying their use of the premises (or there is a statement of occupancy, lease or license or other agreement as advised by estates/legal) which formalises their presence in the building;
- These persons need to access the building at times when council staff would not normally be there;
- Individuals holding keys for council premises sign and adhere to the council's Key Holder agreement with an agreed duration of use not to exceed 12 months
- Individuals who are not council staff, must have approval from their own line management/organisation that it is appropriate for them to accept the responsibilities that sit with the key holder role. This must be confirmed in writing to the Premises Manager before a key is provided.

Premises Managers should assess the suitability of individuals to act as key holders for Service premises; any concerns should be referred to Facilities Management Service for consideration. Assessment should be conducted on the basis that only the minimum number of keys/codes necessary for the use, shall be issued.

8. Conclusion

Once council premises have been assessed to be suitable for sessional use by the Premises Manager working in conjunction with Facilities Management Service and if appropriate, Asset Management and Estates Services, then Premises Managers are authorised to agree sessional use/hire arrangements at their premises.

Appendix 4: Application Form for the Sessional Use/Hire of County Council Premises

LANCASHIRE COUNTY COUNCIL (the "Council")

1. HIRER	
Full Name(s) if individuals:	
Full name of organisation ((from companies house or charities register))if company or charity):	
Address of individual(s) (if hirer is an individual or individuals):	
Address of organisation (from companies house or charities register)if company or charity)::	
Telephone:	
Email address:	
2. PREMISES AND FACILITIES REQUIRED	
Name and Address of premises required:	
Date & time of hire (dd/mm/yy).	Date(s): Start Time: End Time:
Type of accommodation or room required <i>(i.e. meeting room, playing field etc)</i>	
Facilities required <i>(i.e. access to kitchen, car parking, IT, audio equipment, etc)</i>	



Permitted Use			
Additional booking requirements			
3. INSURANCE <i>All hirers must have a public liability insurance policy.</i>			
I/we have a public liability insurance policy Y/N (if Yes please complete the details below and attach a copy of the Certificate to this form)			
Name of Insurer:			
Policy number:		Expiry Date:	
Limit of indemnity:			
4. DECLARATION BY HIRER			
<ul style="list-style-type: none"> I/we have read and agree to be bound by the Council's TERMS AND CONDITIONS OF USE for the premises specified in this application (as attached). I/we agree to indemnify the Council against any claims for loss or damage or personal injury or any associated costs arising from this agreement. I/we undertake to pay the hire charges. 			
SIGNED: NAME (PRINT IN BLOCK CAPITALS): POSITION IN ORGANISATION:			
ON BEHALF OF (NAME OF ORGANISATION REFERRED TO IN PANEL 1 ABOVE):			
DATE:			

RETURN

Once fully completed this application form should be returned to the Designated Premises Manager (or nominated person under a Duty to Cooperate) for the Premises referred to in panel 2 above.

In the event that the application can be accommodated, the Premises Manager (or nominated person under Duty to Cooperate) will in due course require copies of your public liability insurance together with any licenses that may be necessary to support the proposed use (**please refer to the terms and conditions**).

Checklist of Documents to be Checked/Attached to the Form

Copy of Insurance Policy Certificate	
Copy of Photo ID (ie driving licence)	
Other i.e. copy of PAT testing certificate, entertainment licence or risk assessments if appropriate	

TERMS AND CONDITIONS OF USE

These terms and conditions of use, together with the attached application form for the use of Council premises (the "Application Form"), shall constitute the contract (the 'Agreement') between Lancashire County Council (Council') and the hirer named in panel 1 to the Application Form ('Hirers').

Designated Premises Managers (or nominated person under a Duty to Cooperate) hereinafter referred to as 'the Manager', have day-to-day control over what happens in Council owned/controlled premises.

1. Application

- 1.1 All applications for the use of Council premises must be made on the Application Form or via the online booking system. This agreement takes effect upon the signature of the Application Form (or completion of the online booking procedure) and payment of the Hire Fee, if applicable.
- 1.2 The applicant(s) signing the Application Form must be over 18 years of age and shall personally comply with the terms of this agreement and be personally responsible for all payments, terms of hire, and the security of any keys, fobs, security/access codes (as detailed on the Keyholders Terms and Conditions) they may be given.
- 1.3 If individuals are signing the Application Form on behalf of an organisation such as a company or charity, then both the organisation itself and its members are jointly and severally liable for compliance with the terms of this Agreement.



- 1.4 All communications for the hire of the premises and/or relating to this agreement must be directed to the 'Manager' acting on behalf of the Council.

2. Cancellation

- 2.1 Cancellation of this Agreement may be made at any time in writing by 'the Manager' writing to the Hirer at the address in panel 2 of the Application Form.
- 2.2 Hirers must provide a minimum of 2 weeks' written notice of cancellation to 'the Manager', otherwise the Council has the right to retain any hiring fee paid in respect of usage within the 2 week notice period.

3. The Premises

- 3.1 The Premises authorised for use by the Hirers under this Agreement comprises those rooms or areas detailed in panel 2 of the Application Form or shown on a plan attached to the Application Form, (which will be described throughout the remainder of this document as the "Premises"), together with such rights as the Manager in his/her discretion allows and in common with all others so permitted to use car parking (if applicable), toilet facilities and access routes (which will be described throughout the remainder of this document as the "Service Areas").
- 3.2 The Hirers shall gain access to the Premises either on the routes shown coloured yellow or as agreed by the Manager. Use is restricted to the Premises (and associated Service Areas) and shall only be effected during the designated time (specified at panel 2 of the Application Form) and for the Permitted Purpose (specified at panel 2 of the Application Form).
- 3.3 The Hirers may only bring their own furniture or equipment onto the Premises with the prior approval of the Manager.
 - 3.3.1 The Hirer will leave the Premises clean and tidy at the end of each booking. The Hirer must remove any items brought onto the Premises by either themselves or attendees to their event. The items must be removed promptly at the end of the agreed hire period (specified in panel 2 of the attached Application Form). If any items are left at the Premises after this time the Council reserve the right to store the items and to pass any associated costs to the hirer.
 - 3.3.2 The Manager gives no warranty that the Premises are legally or physically fit or suitable for the Hirer's purposes and the Hirer must therefore satisfy themselves as to their suitability.

4. Fees

- 4.1 The Hire Fee is set out at panel 2 of the Application Form and relates to the Date & time of hire also set out at panel 2 of the Application Form (the "Hire Fee"). This shall be paid to the Council upon signing this Agreement. Payment



is required in advance of use and in the case of use for more than one session in a month, monthly in advance.

- 4.2 The Hire Fee will be charged with reference to the appropriate category as per the Council's charging scheme for the corresponding year that the booking is held.

5. Hirer's Responsibilities

5.1 Permitted Use.

- 5.1.1 Hirers may only use the Premises for the permitted use described in panel 2 of the Application Form and on the dates and times specified in panel 2 of the Application Form.

5.2 Consents and regulations affecting use.

- 5.2.1 Hirers will be responsible for obtaining any necessary consents and complying with all regulations connected with the permitted use of the Premises (i.e. where the use involves the provision of entertainment – music, videos, films, plays, performances, the consumption of alcohol, etc – and/or the presence of large groups of people, then it could be subject to licensing by the District council and the copyright owners).

- 5.2.2 Hirers will observe and follow any fire precautions and procedures that are in existence at the premises (i.e. the location of fire escapes, fire extinguishers, etc and security requirements for the Premises as specified by the Manager.

- 5.2.3 Smoking and Vaping is not ~~allowed~~ permitted anywhere on the Premises or Service Areas or any other adjacent or nearby Council property or land.

5.3 Assignment of the right to use the premises.

- 5.3.1 This Agreement is personal to the Hirers and may not be assigned to any third party.

5.4 Alterations.

- 5.4.1 Hirers will not be permitted to make any alteration to the Premises. Hirers will not move or alter or add to any furniture or equipment or electrical or heating or lighting systems at the premises, without the prior written agreement of the Manager. Any permitted electrical equipment must be PAT tested if over 12 months old.

5.5 Health and Safety

- 5.5.1 The Hirer shall comply with all statutory Health & safety legislation and with any rules in place for the Premises and Service Areas and the Council's adjacent land and property. Hirers will ensure the health and safety of everyone using the Premises (including ancillary access and parking areas) and must take all

precautions to ensure the safety of all persons entering/using the Premises and Service Areas during the period of hire

- 5.5.2 Hirers must have a Health and Safety policy in place and arrangements for Child Protection/Safeguarding (if working with children, young people or vulnerable adults).
- 5.5.3 Hirers are responsible for first aid arrangements during the period of hire.
- 5.5.4 Hirers are responsible for recording any accidents or incidents during the period of hire. In addition, the Manager must be made aware of any accidents or incidents that have occurred.
- 5.5.5 Hirers are responsible for ensuring that appropriate Risk Assessments are in place for any activities undertaken.
- 5.5.6 Animals, other than guide dogs, are not permitted on the Premises, the Service Areas or adjacent Council land and property without the prior written permission of the Manager.

5.6 Indemnity and Insurance

- 5.6.1 Hirers must have public liability insurance with a minimum cover of at least £5 million for any one incident. Evidence of insurance will be produced to the Manager prior to the commencement of use.
- 5.6.2 In the instances that the Hirer does not have public liability insurance, the Council reserves the right to refuse the booking. However, the Council may be able to provide Hirer's Liability cover in certain circumstances to hirers who do not have insurance cover which meets the Council's standard requirements.
- 5.6.3 Hirers shall indemnify the Council against all and any expenses, liability, loss, claim and proceedings arising directly or indirectly from the use of the Premises unless due to the Council's negligence. Any such incident or damage shall be reported directly to the Manager.
- 5.6.4 The Hirer shall be responsible for any valid claims arising from the visitor's use of the Property, providing that such accident, death or injury is not caused by an act of omission or neglect on the part of the Manager.

5.7 Nuisance

- 5.7.1 Hirers shall prevent the premises from been used in such a way which does or may cause nuisance or disturbance to the Manager, other users of the Premises, users of the Councils land and property or any other neighbouring property and occupiers or inconvenience to the functioning of the main service provided at the Premises or the Council's land and property by the Manager

5.7.2 Where the use of the Premises involves activities for children, the Hirers must ensure that there are sufficient adults present to be in full control of the children throughout the whole period they are on the Premises.

5.8 General

5.8.1 The consumption of alcohol and gambling/gaming on the Premises is not permitted unless the Manager's prior written approval has been granted and all legal requirements have been met in full. The Hirer must comply with any and all legislation surrounding their use and is solely responsible for obtaining any additional licences that are required for the agreed use.

5.8.2 No film or video shall be shown in the Premises without the prior written approval of the Manager.

5.8.3 The Premises shall not be used for the sale or display of goods or services or for any public entertainment unless specifically approved in writing by the Manager.

5.8.5 This Agreement does not grant any interest or estate in the Premises.

5.8.6 The Manager and all persons authorised by the Manager have the right to enter the Premises at any time during the hire period.

5.8.7 Any block bookings will be agreed between the Hirer and The Manager and the dates will be specified on the application form.

5.8.8 The Hirer acknowledges that:

(a) the Hirer shall occupy the Property as a sessional licensee and no relationship of landlord and tenant is created between the Council and Hirer by this Agreement;

(b) the Council retains control, possession and management of the Premises and the Licensee has no right to exclude the Licensor from the Premises;

(c) the Council shall be entitled at any time on giving reasonable notice require the Hirer to transfer to alternative space elsewhere within the Council's adjacent property and the Hirer shall comply with such requirement.

Appendix 5: Application Form for the Formal Occupation of County Council Premises

Subject to Contract

This document does not form an agreement or contract with the county council. Please fill in the below thoroughly in order for your requirements to be considered. Any terms offered will be subsequently confirmed.

5. APPLICANT	
Date of Enquiry:	
Name of organisation:	
Full Name:	
Position in Organisation:	
Address:	
Email address:	
Telephone:	
6. PREMISES REQUIRED & PROPOSED USE	
Name and Address of premise or location required <i>(If multiple rooms/areas are required, please request a building plan and attach it to the form with the areas highlighted):</i>	
Start date and duration required:	
Reason for use of building. <i>Please include details of use/activity to be undertaken, including number of staff (if applicable) and service users and frequency</i>	

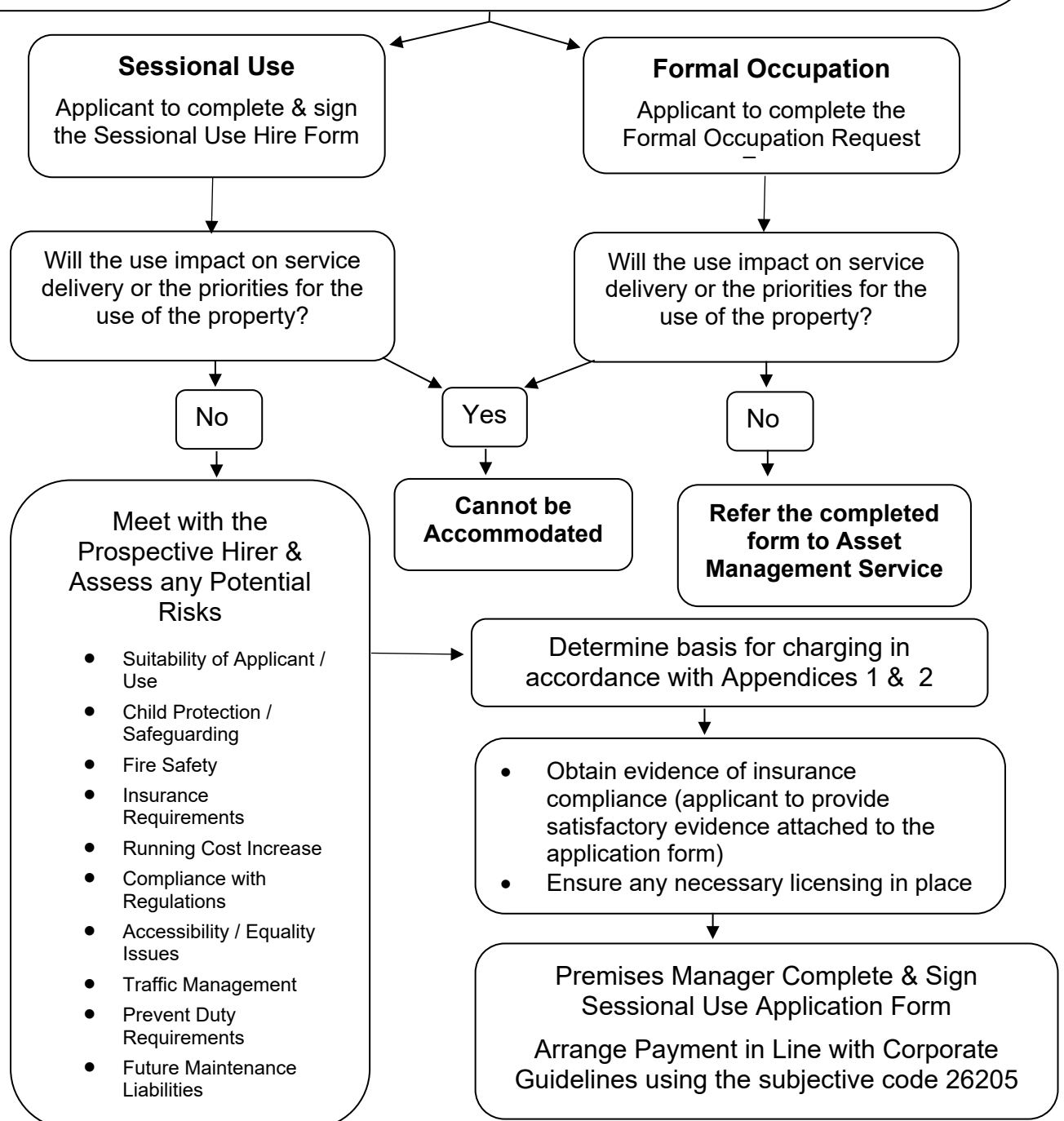
Number of attendees (service users) expected:			
Number of Employees:			
Will there be a requirement to leave equipment or resources on site? If so, what?			
Will electrical equipment be brought onto the premises? (please provide details)			
Please include any Facilities required <i>(ie access to kitchen, car parking, IT, audio equipment, etc)</i>			
Please detail any proposed physical alterations to the premise or location required <i>(Any requests to physically alter the space will be subject to costs and approval may not be granted)</i>			
7. INSURANCE			
<p><i>All applicants should have public liability insurance with a minimum cover of £5 million in place. The county council may require to be indemnified against any claims, losses, injury or damage to persons or property arising out of a 3rd party's use.</i></p> <p><i>Please provide details of such cover and provide a copy of the Certificate:</i></p>			
Name of Insurer:			
Policy number:			Expiry Date:
Limit of indemnity:			
RETURN			
<p>Once fully completed this application form should be returned to the Premises Manager/Nominated person of the county council property concerned.</p>			

Appendix 6: Process Flowchart

Premises Manager/Nominated Person under Duty to Cooperate:

- Receives request to make use of facilities, or
- Proposes to promote non-service use of facilities

Is the use* • **Sessional** - The hire of a room or area within a facility for a short set period, usually a minimum of 1 hour, could be on a regular basis. or **Formal Occupation** - Regular exclusive or non-exclusive use of a room or area within a facility usually for a fixed period that doesn't fall into the sessional use category.



*Any other requests received that are connected to the premises but cannot be classified as either sessional or formal occupation, should be referred to Asset Management in writing. This may include a request to maintain, install or decorate a premise. The impact on service delivery must be considered.

LANCASHIRE COUNTY COUNCIL

KEYHOLDERS TERMS AND CONDITIONS

These terms and conditions apply to all county council Service premises keyholders, including staff of the county council Service and those who have access codes to buildings / rooms entry systems. Each Keyholder has a responsibility to ensure their own or their group's use does not impact adversely on the safety of other users or of the premises. **All Keyholders** must therefore sign this agreement. Persons/groups not adhering to these terms and conditions may have keys, fobs, codes or use of the building withdrawn.

Where reference is made to Keyholders, the inference is to all staff or third parties who can access county council Service buildings with keys or other means.

Premises:

Hirer (individual/organisation/group):

Dates of sessional use:

Occasional sessional use under this agreement not to extend beyond a period of 12 months

Keys, key fobs, door codes and alarm codes provided as listed:

Building access control system	To access which location (i.e. main entrance, external store etc)
Keys	
Key fobs/card	
Door codes	
Alarm codes	

Keys, key fob/card, door codes, alarm codes issued by:

.....

All Keyholders will be briefed on the requirements of the Corporate Use of Premises Policy; they are required to sign this Keyholders Terms and Conditions form to confirm they have read it and will comply with the requirements therein and, where appropriate, the Terms and Conditions detailed on the Application Form for Sessional Use/Hire Agreement.

I confirm I have been briefed on the county council Use of Premises Policy and agree:

- That I will be responsible for my organisation's use of the premises unless agreed in writing otherwise and will not transfer my responsibilities to another person, even on a temporary basis, without the consent of the Premises Manager.
- That the keys, key fobs and access or alarm codes issued to me will not be given to any other person without first obtaining the consent of the Premises Manager.



- To ensure the keys are kept safe in my possession until they are returned to the Premises Manager in person on or before the end of the agreed duration of use.
- The sessional dates permitted by this agreement will not exceed a period of 12 months. A new keyholder form must be completed to allow continued use after this time.
- That keys/key fobs issued remain the property of the county council Service and to return them if requested at any time, or when my use of the premises ceases.
- Not to have duplicate keys cut or allow another person to do so.
- Not to make use of or access the premises other than at times agreed with the Premises Manager and as detailed in my sessional use/hire / license / lease agreement with the Service.
- That, should any injury to users or damage to the building occur when I am the primary Keyholder / user, I will ensure I report incidents to the Premises Manager at the first opportunity.
- To ensure that on leaving, fire and security alarms are properly set, that windows, doors and fire exits are closed/locked and that the building is generally made secure.
- To ensure as far as possible, that the building is free from the risk of fire and flood damage – checking taps are not running/dripping and electrical equipment is unplugged (excluding ICT equipment) and cooker/water heater sockets are turned off.
- That I personally, and/or the organisation that I represent, may be liable for any costs incurred by the county council which is due to the negligent loss or misuse of the keys/key fobs/access codes which results in unauthorised access, including the replacement of keys and locks, changing codes and making good damage to or loss of property.
- I will inform the Premises Manager if my contact details change.

Signed:

Name (printed):

On behalf of (*group*): Dated:

Position in group

Email Address

Telephone No:

