



LETTINGS POLICY

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Introduction

Telford College is committed to being at the heart of the community and supporting it. It will do this by a commitment to the education of all the young people of the community, by committing to the concept of lifelong learning and by facilitating improvements in the quality of life in the town and surrounding area. Telford College will support local community groups and sports, social and arts events, promoting equal opportunities and fair access for all. The benefits of this will also be felt within the College.

Purpose and Policy Statement

Purpose

- To ensure fair access to college facilities
- To set out the circumstances under which the College may refuse use of facilities
- To confirm the rights of the College to make reasonable charges for use of facilities

Telford College will allow the use of premises in the following order of priority:

1. College activities
2. Recognised concessionary users, i.e. voluntary organisations and charities
3. For-Profit organisations

Policy Strategies

The College may refuse the use of facilities on reasonable grounds. These include, but are not limited to:

- Unreasonable hours
- Unreasonable disturbance to local residents
- Non-availability of staff (e.g. premises) or facilities
- Health & safety considerations
- Potential damage or wear and tear
- Disruption of other college/community activities on site
- Lack of security/supervision
- Detriment to community relations and community cohesion (in particular when hosting public speakers, please refer to the Freedom of Speech Code of Practice).
- Use of the facilities for political purposes
- Conflict with College/LEA policies

In order to minimise safeguarding risks for room rentals during normal college opening hours, rooms will only be allocated following an assessment of the individual request, and wherever possible will be contained to E block.

Free Use of Premises

If the Principal or Deputy Principal deems an activity to be in support of the core area of the college then they may decide on no charge or a reduced charge for its use.

Responsibilities

The College owns the land and buildings of the college:

- The Director of Estates has responsibility for day to day control over the College premises and for agreeing the policy, in conjunction with the Senior Leadership Team, for use of the premises.

- The Director of Estates is responsible for implementing the policy and ensuring that all relevant staff are aware of its main provisions.
- It is the responsibility of a potential user of the premises to demonstrate to the Director of Estates that use of the premises will not give rise to concerns outlined above.

This policy and the associated fee's structure will be reviewed on an annual basis.

Conditions and Requirements

- Acceptance of Conditions - The hiring of Telford College accommodation is permitted only on these conditions. Acceptance of a booking confirmation is deemed to be acceptance of these conditions.
- Nominated organiser - The Hirer must nominate at least one person who will be on site during the period of the actual hiring to ensure these conditions are adhered to. This person must make her/himself known to the premises staff at the start of the letting.
- Areas hired - The Hirer must ensure that only the areas hired are used and that food is not taken outside the area where it is served.
- The Hirer shall not assign or sub-let the premises or any part of the premises.
- The Hirer is responsible for ensuring that the let finishes promptly. The College will charge for the extra costs incurred for any delay.
- Behaviour and Supervision - Attendees must be supervised at all times within the College buildings and grounds. The Hirer will be responsible for ensuring the good behaviour of all those attending the activity, including keeping noise at a reasonable level as determined by on-site staff.
- Register keeping – The hirer will be required to complete a register of all attendees and to pass a copy of that to the colleges representative. Other than for sport bookings all attendees will be required to wear a visitors pass at all times whilst on site, and signed in at the Sports Academy office in S Block foyer.
- Safeguarding – Telford College takes safeguarding very seriously and will need the hirer to provide a copy of their own safeguarding policy at the time of booking where their organisation includes members who could be considered vulnerable, i.e. Children. Where the booking organisation doesn't have their own policy, they will be provided with a copy of the Telford College policy and asked to sign up to that. All hirers will be expected to sign an acknowledgement that they have read the College's policy and expectations with regard to safeguarding, and that they will adhere to those expectations.
- Numbers - The numbers of people attending at any one time must not exceed the numbers indicated on the booking form and agreed with the College. Failure to comply with this condition will result in the immediate termination of the letting without refund.
- The Hirer is responsible for carrying out a Risk Assessment. The College may require the Hirer to provide a copy of this assessment for review by the College's Health and Safety representative.

- Health and Safety - The Hirer must make her/himself aware of the College's Health and Safety Policy and must not interfere with or misuse anything which is provided in the interests of health, safety or welfare. The Hirer is to ensure suitably qualified persons are present to be responsible for the supervision of the premises and the conduct of those attending, so as to avoid personal danger and damage to property.
- Cleaning - The Hirer must leave the areas used, including the College grounds, in a reasonable state of cleanliness. Failure to do so will result in a charge being made for extra cleaning. All rubbish is to be placed in black bags which must be deposited in the external refuse bins. If the hirer fails to leave the premises clean, neat and tidy the cost of cleaning will be passed to the Hirer.
- Fire - The Hirer must make her/himself aware of the fire evacuation procedures relating to the area hired and must ensure that all fire exits are kept clear during the letting.
- College equipment, fabric and fittings - No use may be made of equipment without the prior agreement of the College and the Hirer must not interfere with the fabric, fittings or contents of the premises in any way. The Hirer shall be responsible for the reimbursement in full on demand, of any damage caused by users of the premises, furniture, apparatus and equipment. Any damage is to be reported to College staff.
- Hirer's property - Permission should be obtained from the College in advance if the Hirer wants to bring electrical equipment onto the premises. All electrical appliances brought onto College premises must have an in-date Portable Appliance Test (PAT). Hirers may not bring equipment or articles of an inflammable, explosive or dangerous nature onto the premises. The Hirer should provide insurance for any permitted items.
- Right of access - The Principal, Deputy Principal and Director of Estates reserve the right of access to the premises during the letting.
- Own Risk - It is the Hirer's responsibility to ensure that all those attending are made aware that they do so at their own risk.
- Accident or Injury - The College does not accept any responsibility for any accident or injury or loss of property that may occur to, or be sustained by, persons using the premises during the period of the letting. The Hirer is responsible for obtaining their own Public Liability Insurance and will be expected to produce a copy of this to the College's representative at the time of booking. A copy of the insurance certificate will be required at the time of booking.
- Private vehicles - The parking of vehicles on college premises is entirely at the owner's risk. The owners of such vehicles will be held responsible for any damage they may cause to the College's property or injury to any person, whether connected with the College or not, while their vehicle is on the College's grounds. Parking must only take place in designated car parks.
- Alcohol - Alcohol may not be sold or consumed within the College's premises and grounds, without the permission of the Director of Estates. If permission is given, alcohol may not be sold on the premises without a magistrate's licence. It is the responsibility of the Hirer to obtain and show the licence to the Director of Estates in advance of the letting.
- Smoking. Smoking is only permitted in designated smoking areas around the campus.

- Musical Works and Copyright - No musical works in the repertoire of the Performing Right Society may be performed in public on the premises unless the Hirer has obtained the permission of the Society. No copyright material may be delivered or performed without the consent of the owner of the copyright.
- Public Entertainment - Film, musical, dancing (including disco) and stage events must all be considered public entertainments unless entrance is restricted to those who are bona fide members of the organisation hiring the premises. If admission is open to all, or if tickets are to be sold at the door or offered to the public, it is the Hirer's responsibility to inform the Local Authority Entertainments Licensing Enforcement Officer and obtain an Occasional Licence. Requests to hire for musical performance of any kind will be subject to consideration of the impact that may have on college activities, other bookings, and our neighbours and could be refused on that basis.
- Where the Chief Fire Officer or Licensing Authority requires additional facilities for the purpose of a letting, which are not already in place, it shall be the responsibility of the Hirer to provide such facilities of an approved type and method of installation.

Duty staff responsibilities

The on-duty member of staff is the College's representative and is responsible throughout the period of hire for making sure that, before, during and at the end of the letting, the following are adhered to:

- That the premises are unlocked at the agreed time as stated on the Application for Hire Form and subsequently agreed by the College.
- That the premises are in a safe and satisfactory condition for the Hirer.
- Security of the premises will be monitored by the duty Security Guard.
- That the premises are checked before and at the end of the let (with a representative of the Hirer) for damage and to ensure that they have been left in a neat, clean and tidy condition.
- That where the same facility is hired by more than one group on the same day, the facility is checked between each letting.
- That, as far as practical, users of the site do not behave in a manner likely to cause injury to themselves and/or others or result in damage to the College or its contents.
- That, in the event of an emergency, appropriate assistance (e.g. ambulance) is called upon. In the event of a fire alarm being triggered, ensuring that all persons follow the fire instructions in clearing the building.
- Duty staff cannot change any aspect of these conditions of hire.
- Duty staff will do their best to ensure the event runs smoothly. On rare occasions things can go wrong. If they do, we will do our best to put things right in a friendly and helpful manner.
- Our staff will treat the Hirer with respect and courtesy. We ask that our staff are treated the same way and are not insulted, abused or threatened.

Hire charges

Note that hire charges will at least cover the cost of:

- Services (heat & light)
- Staffing (premises staff)
- Administration
- Wear & tear
- VAT at the applicable rate

A schedule of hire charges can be found under separate cover. Fees will be reviewed annually to ensure that they are both competitive and provide a sustainable level of income for the college.

Application for hire of College premises

The application form for the hire of College facilities is to be fully completed and submitted a minimum of 4 weeks prior to the date required. For single hire agreements, two cheques made out to 'Telford College' will be required with the application form, breakdown as follows:

- A cheque for 50% of the total hire fee.
- A cheque for £100 by way of a deposit. This will be returned on completion of the hire providing all the conditions of hire have been met.

The balance of the hire charge is to be paid a minimum of 14 days prior to the commencement of hire. Regular full year/term time hirers will be invoiced monthly in advance of the hire for the whole monthly amount. Unsuccessful applications will be notified and the cheques returned as soon as possible.

Cancellation of hire

Hirer cancellations

The Hirer may cancel the request for hire and receive a full refund providing the cancellation is received in writing within a minimum of 14 days prior to the commencement of hire. Cancellations received after this date will incur a cancellation fee of 20% of the total hire fee.

Cancellations received within seven days will be subject to a cancellation fee of 50%, and any cancellations made within 24 hours will be charged at the full rate.

College Cancellations

Although this will be avoided wherever possible, the college reserves the right to cancel any bookings at any time should there be a college need for the space. The College may also need to cancel bookings in the event of an incident preventing access to the booked area.

Where the college needs to make a cancellation, a full refund will be made to the hirer.

Reporting of letting activities

The College is to maintain records of the frequency of lettings and the associated charges. These records are required for audit purposes and are to be retained accordingly.