

Lettings Policy

Version	Approved by Governance	Reviewed
002		Annually
Revisions: none currently		

Lettings Policy

Southend Adult Community College recognises that its premise is a valuable resource within the community and as such welcomes the opportunity to enable other users to benefit from them when they are able to do so. Equally, enabling use of the college facilities can open opportunities for the community and increase the income to the college through lettings. This policy aims to clarify the procedure for letting parts of the college centres so that all agreements are entered into with both parties knowing what they can expect and how to address any issues that might arise. Our aims by letting our premises we intend to:

- Maximise the use of the college centres for the benefit of the community
- Ensure that the educational use of the building is prioritised without prohibiting other users
- Raise additional income to support the activities of the college

Lettings Procedure/Practice:

When an approach is made about a letting the following procedure should be followed.

Stage 1: Hirer completes a Booking form (signs T&Cs) and provides information regarding Safeguarding officer qualifications and other regulatory requirements.

Stage 2: Forms are checked by Safeguarding lead

Stage 3:

- A) If the college is satisfied all information has been completed and checked:
- Finance agree price/room(s) with Hirer
 - Finance team book room(s) and liaises with Caretaker team
 - Finance team send invoice to Hirer
- B) If the college is not satisfied with information or safeguarding requirements have not been met and the hirer would like to undertake the Smartlog safeguarding course.
- Finance team liaise with Health and Safety officer to set up CPD course on Smart log for the hirer to meet requirements
 - Invoice Hirer £15 for the safeguarding course
 - Once course has been completed, issue certificate to Hirer
 - Go to Stage 2

Lettings Guidelines:

1. The college has priority use of the property.
2. The college will always seek to at least cover its costs unless it is a direct beneficiary of a fund-raising activity.
3. The college will seek to treat hirers fairly.
4. Hirers will be expected to respect college property and honour all college and legal regulations which may be in force at any time.
5. The person signing the application form is responsible for all aspects of the let and must abide by all aspects of the Lettings Terms and Conditions.
6. The college will only allow hiring of the premises for purposes considered appropriate and suitable —The Principal will be consulted in cases of uncertainty.

Lettings Pricing Structure:

The Senior Leadership Team will annually set the hire charge, current charges per room include:

Room Hire Pricing Per Hour – 1st August 2024 – 31st July 2025	
Community Group (During normal opening hours)	£17.50
Commercial Group (During normal opening hours)	£25.00
Room Hire (Outside of normal opening hours)	£75.00
Specialist Rooms (Art rooms, Hall)	£25.00
Heritage Language Weekend Schools	£17.50

- Use of equipment hire is at additional charge
- Bookings outside of these will be considered and costed by the finance team on a case by case basis (e.g. Best Centre Hire)

Lettings Complaints procedures:

The following outlines the complaints procedure for lets.

1. If the college has a concern about a let, the Head of Finance and Operations or delegated representative will raise the concern directly with the hirer.
2. If the matter remains unresolved the hirer will receive written notice of termination of the booking agreement.
3. If the hirer has a concern they should talk to the Finance or Caretaking Teams.
4. If this concern is still unresolved, they should follow the college's complaints procedure.

Lettings Terms and Conditions (also included in Booking Form):

- The college reserves the right to refuse lettings or refuse renewals of current lettings.
- All applications for hire must be provisionally agreed with the college and will not be confirmed until this Agreement has been signed and returned and all conditions have been met.

- The Hirer shall be responsible for the payment of the Hire Charge.
- All charges will be invoiced and required to be paid in advance of the event.
- The college may at any time cancel, postpone or delay any booking, in which case the Hirer will be reimbursed the appropriate amount of the Hire Charge made. If the college finds it necessary to postpone or cancel a booking, as much notice as possible will be given. The college will not accept liability for any loss arising from any such postponement or cancellation.
- Hirers will be allowed to cancel or postpone a booking on condition that, if one month's notice is given before the event, the whole payment will be repaid. Any other notice period will be refunded at the discretion of the college.
- The Hirer representative or the responsible person(s) whose name(s) must have been supplied before the date of the hiring and must be in attendance at the Premises throughout the period of the hire. If the Hirer leaves the event before it finishes, a named representative must be nominated to remain until all the guests have left the premises.
- The Hirer or a named person who must be in attendance at the premises throughout the period of the hire must have a valid safeguarding qualification. The college can provide a safeguarding course at the cost of £15. All safeguarding qualifications must be evidenced at the time of booking and checked by the college's safeguarding lead before the booking can be confirmed.
- A member of the Caretaking staff will be on duty at all times. The Hirer (or named representative) must report to the office of the Caretaker or responsible person nominated by the college at the end of the event and comply with any reasonable request to signal the end of the hiring period and that the Terms of Conditions of this Letting Agreement have been complied with.
- Neither Southend Adult Community College nor their representatives shall be liable for any injury (including injury resulting in death) or damage to or loss of property whatsoever which shall or may occur to or be sustained by the Hirer, staff or others entering on the property in the exercise or purported exercise of the hiring (except such injury or damage as may occur by reason of the neglect of the college or their representatives, servants or agents acting within the scope of their authority). The Hirer will indemnify and keep indemnified the college and/or its representatives from and against all claims and liability in respect of such injury or damage and all actions, proceedings, costs, damages and expenses in regard thereto and also from and against all other liability claims, demands, proceedings, costs, damages and expenses in respect of injury to persons whomsoever (including injury resulting in death) and damage to or loss of property whatsoever which may arise out of or in

consequence of the exercise or purported exercise of the hiring (except as aforesaid).

- The college shall not be responsible for:
 - a) Any indirect or consequential damage arising from any breach of this agreement by the college;
 - b) Any loss or damage to any article of any kind brought to or left on the college's premises; or
 - c) Any loss due to acts or omissions of third parties or for any loss due to equipment breakdown, failure of the electricity supply, leakage of water, flooding, terrorism, fire, government restriction, act of God or any event which is beyond the college's control
- The college will not be held responsible for the loss, damage or theft of any cars or other vehicles parked on its premises.
- The Hirer will keep the College and its staff fully indemnified from and against all losses or damages incurred by the College or any claims made against the College (including legal fees) as a consequence of the Hirer's hiring of the Premises.
- The Hirer must immediately inform the College should any matter arise which impinges upon the security or health and safety of people present on the College's premises. Hirers must comply with all relevant Health and Safety legislation in force and any regulations imposed by the College or the safety and security of the Premises and all those using the Premises.
- The Hirer shall not infringe any subsisting copyright or performing right, and hereby indemnifies the College against all sums of money which the College may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire.
- In the event of any damage, the College will need to make it good and the Hirer, by the acceptance of these Terms and Conditions, will thereby be deemed to have undertaken to pay the cost of such reparation as certified by or on behalf of the College.
- Members of the College reserve to themselves the right to enter the premises hired at all times on producing evidence of their identity. All members of the let should be advised of this condition accordingly by the Hirer.
- The Hirer shall ensure that events are properly supervised. Suitably qualified instructors must be used where appropriate to the activity e.g. sporting or dance activities. The Hirer must ensure that risks associated with activities are properly controlled during the Hire Period. The College is not responsible for undertaking risk assessments for the Hirer's activities. The College reserves the right to terminate this agreement if the Hirer fails to ensure suitable arrangements are in place for safeguarding children and/or vulnerable adults.

- The Hirer must ensure that any noise or music played does not interfere with other activities within the College and cannot be heard from any neighbouring houses. Any request to turn the music down by any member of the College or any other authorised person must be adhered to. The Hirer should ask its guests to leave the College Premises quietly at all times to avoid disturbing its neighbours.
- No nails, tacks, screws etc. shall be driven into or adhesives fixed to any of the walls, floors, ceilings, furniture or fittings. Decorations must only be fixed into place with a method approved of by the College. Decorations in the café (if applicable) can only be tied to tables and pillars and the use of any form of adhesive is not permitted.
- Any setting up and clearing out in the facilities must be carried out within the Hire Period unless otherwise agreed with the College in writing before the event.
- The Hirer is responsible for clearing away any rubbish from the hired facilities and leaving the Premises clean and tidy.
- The Hirer shall ensure that caterers, contractors and others supplying or serving refreshments, or providing decorations etc. comply with all current legislation relating to food hygiene, health, welfare and safety matters and remove from the College premises all their articles, property refuse, decorations, sets, props, equipment and other items by end of the Hire Period and shall observe and carry out any instructions which may be given to him/her in this regard. Any items left behind will be stored at the Hirer's expense. The College reserves the right to dispose of any items left in the premises at the end of the Hire Period but will make reasonable efforts to notify the Hirer before doing so.
- The Hirer is responsible for any damage caused by any act or neglect of the Hirer or anyone who the Hirer allows onto the premises.
- The Hirer will be responsible for the proper use of fixtures and fittings and must take reasonable steps to ensure that there is no damage to the fixtures, fittings, College equipment or premises including the grounds.
- The seating accommodation provided is limited to the number of chairs within the room(s) that are hired.
- Lettings must not exceed the maximum criteria of people for the premises and does not exceed the maximum number stated in any Booking Form or the Special Arrangements. The Hirer must ensure that no unauthorised entry is made to the College premises during the Hire Period.
- The College reserves the right to ask the Hirer to keep a register of those attending the College's premises as a result of the hiring of the premises.

- College furniture shall not be moved except by prior arrangement with college staff.
- The Hirer shall ensure that no act is done on the premises, during his/her use of the premises, which contravenes the Equality Act 2010 and shall not discriminate against any individual or group in any activity taking place at the College.
- The Hirer may make reasonable use of the College's toilet facilities.
- The Hirer may use the Café if open the time of the event.
- Any alteration or addition to the electrical lighting or heating systems is strictly forbidden.
- All mains powered electrical equipment brought on to the premises by the Hirer must be safe and in good condition. Evidence of valid inspection certificates will be required.
- The use of portable cooking stoves of any description is strictly prohibited.
- If any computer or sound equipment is required, it is to be clearly stated on the booking form.
- Arrangements for parking on the college premises to be notified to the hirer when the application is accepted. Cars shall not be parked so as to cause an obstruction at the entrance to, or exits from, the college. In particular, the hirer must ensure that access to the college by emergency vehicles is not obstructed or delayed. Where parking accommodation is available, this must be used, and users of the college should avoid undue noise on arrival and departure.
- No advertisements, emblems or slogans shall be displayed outside the college premises without the prior written permission. The hirer shall remove from inside the premises any advertisements, emblem or slogan if, in the opinion of the college, is unlawful or likely to lead to a disturbance or expose the premises to undue risk of fire.
- The Hirer must not bring on to the Premises anything which may endanger the College premises, its users or which may adversely affect any insurance policies. The Hirer will comply with any regulations of the College's insurers, notified to the Hirer by the College.
- It is the duty and responsibility of the Hirer, or his/her representative, to be aware of the evacuation procedures of the premises in the event of an emergency. Those procedures will be enclosed with these Terms and Conditions of Hire and are prominently displayed within the College. It is also the duty of the Hirer to ensure that these emergency procedures are brought to the attention of all people, both participants and spectators, as part of the

Hirer's general responsibility for the Health and Safety of everyone present on the site arising as a result of the hiring of the Premises.

- The Hirer is strongly advised to appoint fire marshals to assist in the evacuation of the premises and the checking of attendance registers to ensure everyone is accounted for. The Hirer is responsible for keeping passages and fire exits clear. During the Hire Period it is the responsibility of the Hirer to ensure safe evacuation of the premises via the nearest fire exit. In the event of fire, the Hirer shall call the emergency services.
- Suitable organised supervision must be maintained of all people engaged in or associated with the activity e.g. young children require continuous supervision in the changing areas and corridors to avoid possible unruly behaviour. The Hirer must ensure that a qualified person or persons are available on site, commensurate with the risks of the activity pursued, to administer first aid if necessary. The College takes no responsibility for the provision of first aid during the Hire Period.
- Any organisation submitting a letting request for an activity or event involving children and/or young people under 18 years of age must submit to the College a signed copy of their current child protection policy which must be compliant with current legislation. Where appropriate, the Hirer warrants that it has obtained all relevant Disclosure and Barring Service ('DBS') checks for individuals connected with the activity to be carried out by the Hirer before the start of the Hire Period. The College reserves the right to cancel or delay the booking if the Hirer fails to provide DBS checks to the College's satisfaction before the start of the Hire Period.
- The Hirer must follow all Government legislation and follow any advice and guidance of covid-19 transmissions.
- The College reserves the right to prevent any individual from entering onto the College site.
- The Hire agrees to comply with all laws, statutes, regulations and notices and consents pertaining to its event or the use of the College Premises.

Annual audit of Lettings:

A member of the Senior Leadership Team will do an annual audit of the Lettings Policy to determine whether the policy has been successful. Measuring the success of the lettings policy will be achieved by establishing the following.

- Are hirers following the Lettings Terms and Conditions?
- Do current hirers provide up to date and accurate safeguarding information?
- Are hirers satisfied with the service provided?