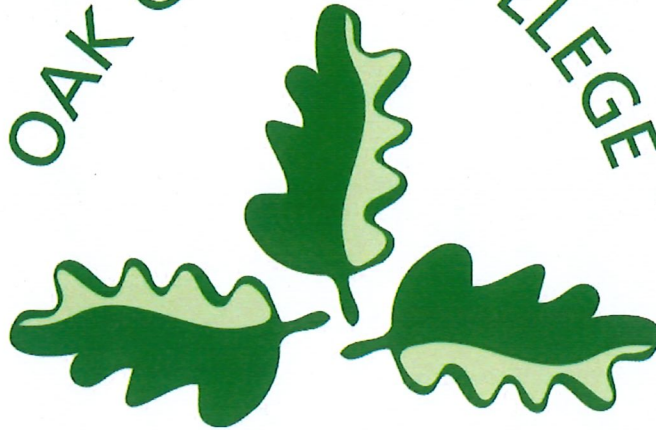


OAK GROVE COLLEGE



Everyone matters, every day counts

LETTINGS POLICY

Policy created:

Policy first adopted:

Signed chair of Governors:

Re-adopted & signed:

Chris Chalman

STATEMENT OF INTENT

The policy is to maximise the revenue to the college from the letting of college premises, property and services to persons and organisations engaged in appropriate activities.

From time to time the college is approached by persons and organisations wishing to hire the college's premises or property and use the college's services. Provided the hirings do not adversely affect the day to day operation of the college; the hirers are engaged in activities with which the college would wish to be associated, that the facilities are suitable for the purposes of the hirer and that all costs are recovered, such lettings offer a useful source of additional income.

The governors have adopted the standard WSCC conditions of hire; however these are tailored for each letting by the Business Manager to protect the interests of the college.

The Governors recognise that it would be impossible for them to personally vet every applicant or organisations who wish to make use of the college premises. Accordingly they have delegated the authority to accept applications for hire to the Business Manager. The Governors will be consulted with over any doubt as to the suitability of a hirer.

This policy will be reviewed at least once a year and upon significant change of circumstances.

Signed

Chair of Governors

Date

Signed

Headteacher

Date

Stakeholders and Users Policy

The Governing Body should be aware that the college's premises, etc are being let to third parties. They should be satisfied that there is no risk to the reputation of the college and that charges are set at levels that recover all costs, both direct and indirect.

The Headteacher, in addition to the above, should be satisfied that lettings do not jeopardise day-to-day operations and all lettings fees are collected.

The College Business Manager is responsible for managing all lettings; ensuring that facilities are available, and invoicing and accounting for all revenues. This includes ensuring that other staff are aware of their roles in relation to each letting and that appropriate insurances are in place.

People using the college for hire should ensure that their clientele do not access areas of the college not included in the hire agreement.

Aims and Objectives

The college has under its control premises, property and services for which there is a demand from the wider community. Schools are permitted to let their facilities and to charge for their use. The aim is to maximise revenue from lettings whilst not affecting the day to day operation of the college, or impair its efficiency.

The letting of college premises provides an opportunity for potential pupils, parents and employees to see the college.

Detailed Guidelines to Implement Policy

Pre-letting

Potential hirers contact the college, seeking details of cost and availability. At this stage the Business Manager will establish the activities the hirer wishes to undertake and whether the college wishes to be associated with them; the facilities the hirers might need; the impact on the college and premises staff and the date or dates hirers will need the facilities. Regard to pupils' confidentiality must be adhered to at all times. College staff must ensure that no photos or pupil information is on display during the hire period.

If in doubt about the suitability of the hiring the Business Manager will consult with and be directed by the Governing body.

Letting Agreement

If the hiring is accepted the Business Manager will confirm the cost (including any additional insurance costs) and dates in writing and send two copies of the hiring agreement for signature by the hirer. One copy must be returned to college and kept in the lettings file before commencement of the hire period.

Charging and Invoicing

The Governing body will agree during the summer term charges for the next academic year allowing for flexibility to be determined by the Business Manager. Charges will take into account the recovery of all costs (including additional insurance, premises staff to

unlock and lock the premises, cleaning, heating and light). Account will also be taken of the hirer's activities; their ability to pay; benefits to the college and the cost of potential alternative venues that the hirer might be considering.

On receipt of the signed agreement, the Business Manager will inform the Premises Manager of the details of the hiring: dates and hirers requirements. The name of hirer and times of hire of premises will be added to the college calendar.

The governors will not normally insist that premises staff are continuously present during the hire period but reserve the right and delegate power to the Business Manager to insist upon their presence where he/she feels it is required.

The hirers will be invoiced for the hiring at the end of the hire period. In the case of regular lettings, hirers are invoiced monthly or termly in arrears, providing we have a copy of their certificate of insurance on file. This must show an indemnity of £10 million for public liability. If WSCC insurance is required this will be added to the invoice.

The Business Manager will invoice immediately or request payment in advance if he/she feels this is necessary for all short term lettings.

Disputes

In the event of a dispute or any problems with the hiring the Business Manager will communicate with the hirers. If the matter cannot be resolved the hiring will be terminated by the college in accordance with the letting agreement, and any payments in advance (less any costs incurred by the college) refunded to the hirer.

Additional Information

The Governors do not hold a licence for the sale of intoxicating liquor. Therefore, the sale of alcohol on the college premises is strictly forbidden. The Governing Body has explicitly said there should be no hiring for events at which alcohol could be sold or served.

No alcohol or smoking is allowed on college premises or grounds at any time.

Hirers must familiarise themselves with the college Fire Emergency Plan.

Hirers must ensure updated insurance certificates and risk assessments are provided to the college in a timely manner.

Hirers should take away waste, eg. nappies, food waste, and ensure the premises are left clean and tidy.

Staff will be made aware that the college is being used by hirers (who should be treated as visitors). The premises staff will have an important role to play both as front line representatives of the college and security.

The safety and security of the students, staff and premises must be maintained at all times and no agreement for hire of college premises will be entered into, should it compromise H&S.

Date of next policy review

The lettings policy will next be reviewed January 2024.

Appendix 1

WSCC Standard Letting Agreement (overleaf)

Name of School/College:

.....

Name of Hirer: ('the Hirer')

1. The College will provide the hirer with up-to-date H&S information needed for the period of hire. Guidance, for the college, is available on what information needs to be provided to the hirer. The guidance is located within the Resources section under Health and Safety A-Z (Hiring out your premises) on West Sussex Services for Colleges (WSSfS).
2. The Governors of the School/College are advised to include the vetting of hirers to ensure their premises are not being used for radicalisation purposes.
3. The Hirer shall satisfy himself that the facilities to be hired are suitable for his purposes.
4. The use of the premises must not interfere with the proper working of the School/College or impair its efficiency.
5. The contract for the hire of the premises between the Hirer and the Governors of the School/College shall take effect only upon written acceptance of the application on behalf of the Governors being posted or handed to the Hirer.
6. The Hirer shall be advised of the hiring fees (and any insurance premium) either on completion of the application form (**Form SL1**) attached or on the written acceptance of the hiring and shall pay the hire fee within 7 days of the written acceptance.
7. In the event that the Hirer cancels the hiring, the following fees shall be repayable to the Hirer, less any expenses incurred, at the Governors' discretion:

not less than 42 days notice of cancellation	-	75% of fees
not less than 28 days notice of cancellation	-	50% of fees
less than 28 days notice of cancellation	-	no refund
8. The Hirer shall indemnify the Governors of School/College and the West Sussex County Council against all claims for damages, compensation and/or costs in respect of:
 - (i) bodily injury or illness to Third Parties, and/or
 - (ii) damage to Third Party property caused by or arising out of or being incidental to the Hirer's use of the premises.
9. The Hirer shall be responsible for loss or damage to the School/College premises and contents therein the property of the West Sussex County Council.
10. The Hirer shall obtain adequate insurance in respect of the liabilities and the loss or damage referred to respectively in Conditions 7 and 8 above. (See Appendix following Conditions of Hire for explanatory notes on insurance).
11. In order to obtain adequate insurance either from your own insurance source or if you wish to use the insurance provided through the college and West Sussex County Council (see appendix), you should ensure that you have an appropriate risk assessment of the activity you are going to undertake. The risk assessment should be attached to this application form.

12. The risk assessment does not have to be a detailed document, but it will need to provide information on what activity will take place on the college premises and in which rooms. There should be a simple plan of:
 - how are people going to get into the premises,
 - how will they be notified of an emergency and what they should do if an alarm is activated
 - information on what they can and can't do, where they can go and can't go etc.
 - appropriate control measures to deal with emergencies such as a nominated first aider, someone who remains able to take control if there is an emergency and call the emergency services if needed
13. The Governors hold/do NOT hold licences for (a) public dancing, music or any other public entertainment and (b) public performance of plays.

(The Hirer shall be responsible for obtaining any licence required from the District/Borough Council and shall produce the licence for inspection prior to the hiring date). The Hirer shall be responsible for complying with the terms of any such licence.
14. The Hirer shall be responsible for complying with the legislation relating to copyright in relation to the hiring and with the legislation relating to copyright in relation to the hiring and the requirements of the Performing Rights Society Limited and Phonographic Performance Limited concerning the performance respectively of musical work and sound recordings on the premises. The Hirer indemnifies the County Council against any breach of this condition.
15. Hirers are not permitted to sell or serve intoxicating liquor.
16. The Hirer shall be responsible for ensuring that any gaming or lottery, which takes place on the School/College premises, complies with the relevant legislation.
17. Use of the premises is limited to the accommodation hired and necessary facilities such as toilets. Car parking is permitted in designated areas on the School/College premises subject to availability.
18. Where permission is given for the use of kitchen areas, this will normally be limited to the use of ranges, hot cupboards and wash up sinks. The Hirer shall be responsible for the provision of crockery, glasses, cutlery and cleaning materials. Kitchens must be left in a clean and tidy condition for the preparation of the college meal on the following day. On no account may foodstuffs stored in kitchens be used by Hirers.
19. The Hirer is responsible for the preservation of good order during the hiring. The Hirer shall at all times provide an adequate number of stewards who shall be present throughout the hiring.
20. The Governors reserve the right to require the Caretaker/Premises Officer to be in attendance for the preservation of good order and safety and to recover from the Hirer any additional expenses incurred as a result of this condition.
21. The wearing of nailed or stiletto-heeled or other unsuitable footwear in indoor areas is prohibited.
22. No nails or screws shall be driven into the walls, floors, ceilings, furniture or fittings, and no placards shall be affixed to any part of the premises.

23. The laying of composition or other preparation on School/College floors is prohibited, without the prior written approval of the Governors.
24. Smoking and consumption of alcohol on the site is prohibited.
25. College furniture (other than chairs in the hired accommodation) and equipment shall not be moved except by prior arrangement.
26. Any alteration or addition to the college lighting or electrical heating systems is strictly forbidden, except with the written consent of the Governors. Consent may be subject to conditions, which the Hirer will be required to observe.
27. If any special equipment is required, it must be clearly stated on the application form. An extra charge will be made for this service, and the School/College must be satisfied that a competent person will supervise the use of the equipment.
28. The Hirer will be responsible for providing any first aid facilities that he deems necessary in accordance with the Health and Safety (First Aid) Regulations 1981.
29. No function shall extend beyond the hiring period and the Hirer shall completely vacate the premises and grounds by that time, unless special arrangements have been agreed on behalf of the Governors.
30. After use, the Hirer must leave the premises in a clean and tidy condition, the Hirer's property removed, and all appliances switched off and lighting extinguished. The Governors reserve the right to recover from the Hirer any additional expenses incurred as a result of non-compliance with this condition.
31. The Governors reserve the right to cancel any hiring without notice if: -
 - (i) the accommodation will, due to circumstances outside their control, be unavailable for the hire period, or
 - (ii) the Hirer has failed to disclose material information concerning the proposed hiring, or
 - (iii) there are reasonable grounds to conclude that the Conditions of Hire may be breached to a material extent.

In the event of (i) all hiring fees will be refunded to the Hirer, but the Governors shall have no further liability to the Hirer. In the event of (ii) and (iii) any refund of hiring fees shall be at the discretion of the Governors.

APPENDIX

HIRER'S INSURANCE – INDEMNITY CLAUSE

A. INJURY TO PERSONS OR PROPERTY

1. The Hirer shall indemnify West Sussex County Council against all claims for damages, compensation and/or costs in respect of: -
 - (i) bodily injury or illness to Third Parties, including the County Councils servants and agents or Governors and/or
 - (ii) damage or loss to Third Party property caused by, or arising out of, or being incidental to the hirer's use of the premises.
2. The Hirer shall effect adequate insurance to cover this liability with a preferred minimum limit of indemnity of £10 million, although £5 million is acceptable subject to approval from the Insurance and Litigation Section at West Sussex County Council.

The Hirer shall effect adequate insurance to cover this liability: -

B. DAMAGE TO PREMISES AND EQUIPMENT

1. The Hirer shall be responsible for the loss of, or damage to the premises and contents therein, which is the property of West Sussex County Council, except when loss or damage to the premises or contents are as a result of the negligence of West Sussex County Council.
2. The Hirer shall effect adequate insurance in respect of such loss or damage.

Hirers who have no Public Liability Insurance, must as a condition of the proposed hiring, take out the Hirer's Insurance arranged by West Sussex County Council, (provided they do not fall within the definition of the exclusions listed below) and the premium must be added to the hiring fee payable.

HIRERS INSURANCE

In accordance with the terms of hiring it is customary to require persons/organisations to accept responsibility for damage to the premises and its equipment and for Third Party claims involving injury to persons and/or damage to property.

Due to difficulties experienced by non-commercial hirers in arranging Public Liability Insurance with a Limit of Indemnity of £10 million, the County Council has arranged the following policy:

WEST SUSSEX COUNTY COUNCIL – ON BEHALF OF NON-COMMERCIAL INDIVIDUALS AND ORGANISATIONS HIRING COUNTY COUNCIL SCHOOLS, COMMUNITY COLLEGES, EDUCATION CENTRES AND OTHER WEST SUSSEX COUNTY COUNCIL PROPERTIES

OPERATIVE CLAUSE

The indemnity will cover individual hirers for their legal liability for injury/illness to third parties and/or loss/damage to their property, and loss or damage to the premises and contents hired, including such liability that may be imposed on the hirer under the terms of the hiring agreement.

LIMITATIONS

For loss/damage caused other than by Fire or Explosion, cover is limited to £10,000 per hiring and is subject to an excess of £100.

Damage resulting from Fire or Explosion is limited to £10 million.

EXCLUSIONS

Political Meetings and Professional Entertainment Promotions.
Commercial or trade hiring.

PREMIUMS

The premium is charged at 10% of the basic hire charge, plus Insurance Premium Tax (IPT).

If a group is affiliated to the school or establishment, they can obtain a special rate, details of which can be supplied by contacting the Insurance and Litigation Section at West Sussex County Council.

Name of School/College:

Reference Number of Hiring

This form should be completed and returned to the School/College as soon as possible. If the application is accepted, a copy of the form will be returned to the Hirer.

1. **Name of Organisation:**(The Hirer).
2. Name, address and telephone number of person responsible for organising the letting to whom all correspondence should be sent:

.....
.....

3. The Hirer applies to use the School/College premises on:(date)
from am/pm
to am/pm

for the following purpose(s):

(specify precise nature of proposed function and whether to be private or public)

4. Parts of Premises required:

Please Note:

The hiring will be confined to the use of the premises as set out above. If the Hirer wishes to use any other part of the premises, separate application must be made as early as possible.

5. Do you require the accommodation to be heated? **YES/NO**
If heating is required, please state times: from am/pm
to am/pm

6. Will there be a public entertainment or public performance of a play? **YES/NO**

7. Is it proposed to apply for a Justices' Occasional Licence for the function? **YES/NO**

8. Will use of the kitchen areas be required for preparing refreshments? **YES/NO**

If YES, please supply details on an accompanying sheet.

9. Will the use of any special equipment be required? **YES/NO**

If YES, please specify:

10. Any other special requirements? **YES/NO**
e.g. seating arrangements, Caretaker/Premises Officer to be in attendance?

If YES, please specify:

11. **Conditions of Hire and Indemnity.**

If the Hiring is agreed the Hirer undertakes and agrees:

- (a) to pay the hiring fees and insurance premium totalling: £

(If the charges are specified here, a cheque for the full amount must accompany this application. If the charges are not specified here, they will be notified if and when the hiring is approved and payment is due within 7 days of notification of approval).

- (b) to comply with the Conditions of Hire including the indemnities set out in Conditions 7 and 8, and the insurance requirements in Condition 8.

HIRER

Please check that you have a copy of the Conditions of Hire

Dated: **Day** **Month** **Year**

Signed: (I certify that I am over 18 years of age)
(for and on behalf of the Organisation)

Please tick the box if the hirer's cover provided by West Sussex County Council's insurers is required

If not, please supply a copy of your own insurance policy/broker's letter confirming comparable cover.