



*South Downs College*

# LETTINGS POLICY

<b>Responsible Senior Manager:</b>	Assistant Principal Human Resources and Organisational Development
<b>Approved by:</b>	Finance & Estates Committee
<b>Related Policies:</b>	
<b>Effective from:</b>	1 July 2016
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**European Union**  
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# **South Downs College**

## **Lettings Policy**

### **1. Purpose**

The purpose of this document is to identify how South Downs College will manage the lettings of its learning environments and facilities and is intended as an overview of its requirements and should be used in conjunction with supporting procedures, forms and reference documents.

### **2. Scope**

South Downs College (the 'College' or the 'Corporation') views the facilities of the College as a community resource, when not being utilised for the core business of the College, and promotes and encourages booking of the facilities by community groups and organisations.

As an independent corporation, not receiving funding for letting activities, the College must ensure that any lettings on the site are commercially viable, covering all direct and depreciation costs, whilst having no impact upon the College's main budget.

Facilities available for hire are

- 4G Astro turf pitch
- Sports Hall
- Dance Studios
- Fitness Suite
- Training Kitchens
- Restaurant Facilities
- Conference Facilities

Priority in agreeing to letting will be given to

- Organisations that seek to serve young people
- Organisations that seek to serve the local community
- Organisations that seek to promote educational or sporting activities
- Commercial organisations

### **3. Costings**

The College has devised the level of charges for each of the areas available for hire. The prices incorporate coverage of all costs associated with the hire/letting but at no time must the cost detrimentally impact upon the College.

Hirers who comply with certain criteria may qualify for VAT exemption, all other hirers will be charged VAT in accordance with current HMRC guidelines and legislation.

Acknowledging that some organisations are more financially advantaged than others, the prices identified are based on current local market intelligence and are intended as a guideline.

Area of Hire	Rate Per Hour Monday to Friday 8am – 9pm	Rate per Hour Saturday and Sunday
IT Room	£16	Upon request
Committee room	£16	Upon request
Room 861	£16	Upon request
Room 861/2	£34	Upon request
Theatre	From £20	Upon request
Sports Hall	£20 (up to 4 hours) £16 (Over 4 hours)	Upon request
Studio	£15	Upon request
4G Pitch	£20 per 1/3 £50 for Whole	£85 (for 2 hours)
Dance Studio	£16	Upon request
Car Parks	Upon request	£12

## 4. Responsibilities

Administration of lettings/hire resides as follows

- Conference Facilities/General Room Hire      Refectory Services Manager
- 4G Astro Pitch      Fitness Centre Manager
- Sports Hall/Village      Lead Sports and Public Services Lecturer

All potential hirers should submit a signed and completed application form to their respective administrators, whom shall ensure the details and terms of hire are to be met and that the Room Allocation, Finance and Facilities Teams are notified.

Room Allocation Team ensure all systems are updated to reflect an accurate position regarding all external lettings and hires.

Finance Team shall ensure timely release of all invoices.

Head of Facilities, as the budget holder, to authorise appropriate Facilities Team overtime, monitoring, managing and reporting on 'PRF' and 'PRE' budgets.

This policy will be reviewed and ratified on an annual basis by the College's Finance and Estates Committee.

# APPLICATION FOR THE HIRE OF COLLEGE PREMISES



Name of Society/Organisation: .....

Date(s)required: ..... Time: from ..... to .....

Estimated number attending: ..... No. of cars expected: .....

Facilities required: .....

Purpose of hire: .....

List any additional requirements e.g. audio-visual equipment, Café facilities:

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.....

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Name and address of person to whom the invoice should be submitted:

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.....

Tel no: .....

PAYMENT IN FULL IS REQUIRED IN ADVANCE OF THE LETTING

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## AGREEMENT FOR THE USE OF COLLEGE PROPERTY

The South Downs College Corporation

- 1 I confirm that the College is indemnified against loss or damage arising from this hire.
- 2 I have read and accept the regulations relating to hire and agree to abide by the general conditions and any special conditions communicated to me.
- 3 I accept that any additional charge may be made in respect of damage caused to the building or College property through negligence or wilful intent.
- 4 I agree to the payment conditions.
- 5 I am over 18.

Signature: .....

Date: .....

Address: .....

.....  
..... Tel no: .....

## REGULATIONS RELATING TO THE HIRE OF PREMISES

The hiring of College Facilities is only on the conditions outlined below. Acceptance of the hire agreement is deemed to be acceptance of the conditions. The Hirer shall be responsible for the compliance with these conditions. The Hirer must also comply with the Premises License held by the College and all other statutory requirements (including Freedom of Speech and Prevent).

- 1 The College reserves the right to cancel any hire without notice. Every effort shall, however, be made to give reasonable notice to the Hirer, and, whenever possible, alternative facilities will be offered.
- 2 A Hirer may cancel hire without cost providing that the College receives written notice of cancellation at least seven days before the Hire agreement.
- 3 Catering must be arranged separately with the Refectory Services Manager.
- 4 The Hire charges will include the use of such facilities as are requested on the application form.  
The Hire will cease at the time specified on the booking form – which will include your clearing up time. Full payment for the hire must be received at least seven days prior to the commencement.
- 5 The Hirer will be responsible for the clearing away of any litter and other debris arising from the letting. If the College deems that this has not been achieved any costs arising will be charged to the Hirer.
- 6 The Hirer must comply with any other conditions for the use of specialist facilities or equipment included in the hire e.g. use of the Sports Hall, Theatres, etc. Such conditions will be made known to the Hirer at the time of the Hire.
- 7 The Hirer must not import machinery or equipment for use during the hire without the permission of the College. Any such machinery or equipment must have been checked and tested to ensure that it is safe and fit for the purpose for which it is used.
- 8 The whole College is a NO SMOKING AREA therefore the Hirer must ensure this policy is observed at all times during the period of hire.
- 9 The Hirer shall ensure that the contents of the fire action and first aid notices displayed in each room are drawn to the attention of persons using the premises.
- 10 The Hirer shall ensure that the number of persons using the premises does not exceed that agreed by the College. The Hirer shall be responsible for the maintenance of good order for the full duration of the letting, until such time as the Premises is vacated. The Hirer shall ensure that all minors are adequately supervised while in the premises.
- 11 The Hirer shall indemnify the College against any liability, loss, claim or proceedings whatsoever – arising (under any statute or at Common Law) from or in the course of, the Hirer's use of the College facilities, or imported equipment, in respect of –
  - A) Personal injury to, or the death of, any person other than the Hirer
  - B) Any other loss or damage whatsoever – arising out of the negligence of the Hirer, or any person or group of persons using the premises with the consent or permission, implied or otherwise, of the Hirer.
- 12 Accordingly a Hirer is required to take out and maintain through the period of the hire public liability insurance with a minimum level of indemnity of £10,000,000. The College requires Hirers to produce evidence of the appropriate cover being in place.

# APPLICATION FOR THE HIRE OF THE COLLEGE STP



*South Downs College*

Name of Club/Society/Organisation: \_\_\_\_\_

Day: \_\_\_\_\_ Date(s) required: \_\_\_\_\_ to \_\_\_\_\_ Time from: \_\_\_\_\_ to \_\_\_\_\_

Area size hired: 1/3 2/3 or full pitch (Please circle)

Age groups using the STP: \_\_\_\_\_

Day: \_\_\_\_\_ Date(s) required: \_\_\_\_\_ to \_\_\_\_\_ Time from: \_\_\_\_\_ to \_\_\_\_\_

Area size hired: 1/3 2/3 or full pitch (Please circle)

Age groups using the STP: \_\_\_\_\_

Day: \_\_\_\_\_ Date(s) required: \_\_\_\_\_ to \_\_\_\_\_ Time from: \_\_\_\_\_ to \_\_\_\_\_

Area size hired: 1/3 2/3 or full pitch (Please circle)

Age groups using the STP: \_\_\_\_\_

Details of any other times/dates: \_\_\_\_\_

Estimated number attending: \_\_\_\_\_ No of cars expected on site: \_\_\_\_\_

Other Facilities /Equipment Requested: \_\_\_\_\_  
(Subject to availability)

Name and address of person responsible for payment/invoice: \_\_\_\_\_

Tel No: \_\_\_\_\_ E-mail: \_\_\_\_\_

Agreed weekly hire fee: \_\_\_\_\_. Invoices will be sent monthly in advance.

(Payment must be made in advance. Failure to do so will result in the Hirer/User being refused access to the facilities. (Cheques must be cleared))

## AGREEMENT FOR THE USE OF COLLEGE PROPERTY

The South Downs College Corporation (Bank details):

1. I confirm that the College is indemnified against loss or damage arising from this hire.
2. I have read and accept the terms, conditions and regulations relating to this hire and agree on behalf of the organisation/club/society to abide by the terms set out above and overleaf
3. I accept that any additional charge may be made in respect of damage caused to the college property through negligence or wilful intent
4. I agree to the payment conditions
5. I am over 18 years of age
6. I am authorised to act on behalf of the organisation/club/society

Signature (Hirer): \_\_\_\_\_ Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

Tel No: \_\_\_\_\_ E-mail: \_\_\_\_\_

Date: \_\_\_\_\_

Signature (South Downs College): \_\_\_\_\_ Print Name: \_\_\_\_\_

Position: \_\_\_\_\_ Date: \_\_\_\_\_

# REGULATIONS RELATING TO THE HIRE OF PREMISES

The hiring of College Facilities is only on the conditions outlined below. Acceptance of the hire agreement is deemed to be acceptance of the conditions. The hirer shall be responsible for the compliance with these conditions.

1. The College reserves the right to cancel any hire without notice. Every effort shall, however, be made to give reasonable notice to the Hirer, and wherever possible, alternative facilities will be offered.
2. A Hirer may cancel hire without cost providing that the College receives written notice of cancellation at least one month before the Hire.
3. The Hire will start and finish at the times specified on the booking form. Payment should be made in advance by Direct Debit to the College on the first working day of each month in accordance with the payment schedule.
4. The Hirer agrees that their club, organisation or society will vacate the STP site at the agreed time. Failure to do so may result in the agreement being cancelled with no reimbursement.
5. The Hirer will be responsible for the clearing away of any litter and other debris arising from the letting. If the College deems that this has not been achieved any costs arising will be charged to the Hirer.
6. The Hirer must comply with any other conditions for the use of specialist facilities or equipment included in the hire. Such conditions will be made known to the Hirer at the time of the Hire.
7. The Hirer must comply with any rules and regulations which the College may make governing the use of the STP or College Facilities of which the College shall notify the Hirer.
8. The Hirer must comply with all planning approvals, conditions and obligations in respect of the use of the STP and College Facilities.
9. The Hirer must not import machinery or equipment for use during the Hire without the permission of the College. Any such machinery or equipment must have been checked and tested to ensure that it is safe and fit for the purpose for which it is used.
10. The STP is a NO SMOKING AREA therefore the Hirer must ensure this policy is observed at all times during the period of Hire. Smoking within College grounds is only permitted in the designated smoking shelters.
11. The Hirer shall ensure that the number of persons using the premises does not exceed that agreed by the College. The Hirer shall be responsible for the maintenance of good order for the full duration of the letting, until such time as the STP is vacated. The Hirer shall ensure that all minors are adequately supervised while using the STP and College premises.
12. The Hirer shall indemnify the College against any liability, loss, claim or proceedings whatsoever – arising (under any statute or at Common Law) from or in the course of, the Hirer's use of the College facilities, or imported equipment, in respect of –
  - a) Personal injury to, or the death of, any person other than the Hirer
  - b) Any other loss or damage whatsoever – arising out of the negligence of the Hirer, or any person or group of persons using the premises with the consent or permission, implied or otherwise, of the Hirer.
13. Accordingly a Hirer is required to take out and maintain through the period of the Hire, public liability insurance with a minimum level of indemnity of £10,000,000. The College requires Hirers to produce evidence of the appropriate cover being in place.
14. The permitted hours of use of the STP and College Facilities by the Hirer will be notified to the Hirer by the College
15. The Hirer must comply in all respects with the requirements of all statutes applicable to the use of the STP and the College Facilities and use it best endeavours to ensure that all parties attending the premises comply with such statutes.
16. The Hirer keeps the College fully indemnified against all losses arising directly or indirectly out of this hire, or any breach or non-observance by the Hirer of the obligations, conditions or other provisions in these conditions.
17. The Hirer must not do or omit anything that could cause any insurance policy on or in relation to the STP or the College Facilities to become wholly or partly void or voidable, or do or omit anything by which additional insurance premiums pay become payable.
18. Immediately upon the occurrence of any damage to the STP or College Facilities or other property of any kind on it, in any way attributable to this hire, the Hirer must make good the same, or pay to the College or the person injured full compensation in money for such damage.
19. The Hirer must not do anything on the STP or College Facilities in such a way as to cause any damage to the STP or College Facilities or nuisance, annoyance, inconvenience, loss injury or damage to the College or its students, staff and visitors or the owners or occupiers of adjacent or neighbouring premises.
20. The Hirer may only use the STP and/or College Facilities for the purpose agreed with the College at the time of hire and must not use the STP or College Facilities for an auction sale, trade, business, manufacture or occupation, or any illegal or immoral act or purpose.
21. The Hirer must ensure that all users respect and act responsibly towards neighbours by keeping noise generation to a minimum. The College reserves the right to cancel the Hire without refund if this is not adhered to.
22. All users arriving by car or other vehicle must park on the College Site and not in adjacent streets. The College reserves the right to cancel the Hire without refund if this is not adhered to.
23. All hirers using the STP for football shall adhere to the FA Respect criteria.
24. The College shall not be responsible to the Hirer or anyone at the STP or College Facilities expressly or by implication with the Hirer's authority for any accident happening or injury suffered or for any damage to or loss of any chattel sustained at the STP or College Facilities except where death or injury is caused by the negligence of the College.
25. The Hirer must comply with the College's Safeguarding Children Policy, Health and Safety Policy and other policies notified by the College to the Hirer from time to time.
26. If the hire will result in children under 18 attending the STP and/or College Facilities then the Hirer must provide to the College's satisfaction the details of the responsible person with an enhanced Criminal Record Bureau (CRB) disclosure and that the responsible person is to confirm that all other adults with supervisor responsibility will also have CRB clearance. The Hirer also agrees to provide all CRB certificates, Safeguarding and appropriate coaching qualifications at the college's request.
27. The hirer must provide its own trained first aiders when the STP and/or the College Facilities are used outside of usual College hours.
28. The Hirer shall be responsible for the safety of all users during the period of hire whilst on or accessing the STP and/or College Facilities.
29. The Hirer agrees that their club, organisation or society has a qualified and appointed Child Welfare Officer
30. The Hirer shall ensure that all persons connected with their hire, club, organisation or society using the premises use the college car park to park their vehicles during both the time at the college and STP and when dropping off and picking up any users. Failure to abide by this rule may result in immediate cancellation of the agreement.