



*Motivate, Develop, Inspire*

## **Lettings Policy**

### **1.0 INTRODUCTION**

The Board of Trustees is committed to making every reasonable effort to ensure the college building and grounds (premises) are available for community use.

#### **1.1 Definition of a Hiring**

A hiring may be defined as ‘any use of the college premises by either a community group or a commercial organisation’, regardless of whether a hiring fee is charged.

It must not interfere with the primary activity of the college, which is to provide a high standard of education for all its students.

#### **1.2 Charges for a Hiring**

The Board of Trustees is responsible for setting the charges for the hiring of the college premises, as set out in the approved scale of lettings charges (Appendix A).

A charge will be levied which covers the following:

- ◆ Cost of services (heating and lighting);
- ◆ Cost of staffing (additional security, caretaking and cleaning) - including “on-costs”;
- ◆ Cost of administration;
- ◆ Cost of “wear and tear”;
- ◆ Cost of use of college equipment (if applicable);
- ◆ Profit element (if appropriate).

### **2.0 APPLYING TO USE THE COLLEGE**

Applications to use the college premises should be made to the Director of Support Services by completion of the Application for Hire of Premises form (Appendix B).

The Executive Head Teacher will resolve any conflicting requests for the use of the premises, with college functions always receiving priority.

The Director of Support Services is responsible for the management of lettings, in accordance with the Victoria College letting's policy, the Executive Head Teacher, having delegated this responsibility whilst retaining overall responsibility.

The Board of Trustees has the right to refuse an application and no letting should be regarded as 'booked' until approval has been given via the Permit for Hire of College Premises.

No public announcement of any activity or function taking place should be made by the organisation concerned until the booking has been confirmed.

### **3.0 SAFEGUARDING AND DBS CLEARANCE**

Victoria College is committed to safeguarding and promoting the welfare of children and young people. The responsibility for ensuring that safeguarding measures are in place rests with the third-party provider, (i.e. the hirer) rather than the college. Hirers providing services to children must have policies, procedures & DBS clearances in place to ensure children's safety and these must be supplied to the college upon request.

The college should discuss any safeguarding concerns that arise with the organisations hiring the premises as it is important to work with the hirers to make sure that safeguarding standards are high and to minimise any potential risk.

It is the responsibility of any third party provider (i.e. the hirer,) as the employer, to carry out DBS and other checks on its staff. The college should ask for written confirmation of DBS checks if there is a possibility of unaccompanied staff coming into contact with students at the school.

### **4.0 HIRE AGREEMENT**

Once a hiring has been approved, a Permit for Hire of College Premises will be issued by post or email (if preferred), confirming the details of the letting, along with a copy of the terms and conditions and the hire agreement. The Permit for Hire of College Premises must be signed and returned to the college before the hiring can take place. It should be signed by a named individual and the agreement should be in their name, giving their permanent private address.

The named individual applying to hire the premises will be invoiced in advance for the cost of the letting.

Payment for the letting charge must be made to the college office no less than five days prior to the date(s) of the letting(s), unless agreed otherwise.

Access to the college premises will only be allowed if the hirer can provide proof that the letting has been paid for in advance or in the case of instalment payments that the latest instalment has been paid.

Under no circumstances should the hirer make payment to any member of staff supporting the letting on the day of use, or otherwise

All hiring fees will be paid into the college bank account to offset the costs of providing the facility.

#### **4.1 Termination of Hire Agreement**

The Executive Head Teacher, or the Chairman of the Board of Trustees, has the immediate power to terminate any hire agreement relating to the hire of the college premises.

#### **4.2 Terms and conditions of Hire**

The “hirer” shall be the named individual on the hire agreement and this person will be personally responsible for payment of all fees or other sums due in respect of the letting.

#### **4.3 Status of the Hirer**

Lettings will not be made to persons under the age of 18, or to any organisation or group that hold views which are judged to be incompatible with the No Platform for Extremism Policy.

The hire agreement is personal to the hirer/organisation only, and nothing in it is intended to have the effect of giving exclusive possession of any part of the college to them or of creating any tenancy between the college and the hirer.

### **5.0 INDEMNITY AND INSURANCE**

Lettings are made on the agreement that the Victoria College Board of Trustees are indemnified by the hirer against any loss, damage, costs and expenses during the use of the college premises by the hirer except where such loss, damage costs and expenses are directly attributable to the negligence of the employees of Victoria College or the Board of Trustees.

The hirer shall insure against such funds as the hirer may become liable to pay as compensation, arising out of bodily injury or illness (fatal or otherwise) to any person and/or costs, fees, expenses, loss or damage caused to property or the premises by any act or neglect of himself, his servants, agents or any person resorting to the premises by reason of the use of the premises by the hirer.

The hirer shall produce the policy of insurance and receipts for the current premium or premiums upon request by the Executive Head Teacher, Board of Trustees within seven days of a request.

The Board of Trustees shall not be responsible for any injury to persons or damage to property arising out of the letting of the premises.

### **6.0 STATUTORY REQUIREMENTS**

The hirer must not do or permit any act, matter or thing which would, or might, constitute an illegal or immoral activity affecting the premises or which would, or might, vitiate in whole or in part any insurance effected in respect of the premises from time to time.

## **7.0 LICENCES AND PERMISSIONS**

The hirer shall be responsible for obtaining any necessary public licence in connection with the booking and should confirm with the college the licences they hold.

Permission or licence must be obtained from the copyright owner, the owner of the sound recordings (if appropriate) and the publisher for any public performance of music, musicals, operas, or stage plays. The borrowing of music scores or plays from a local library does not constitute permission to perform.

Regulated entertainment, public music, singing and dancing can only take place on premises which have a Premise's Licence authorising entertainment, or by applying for a Temporary Event Notice

## **8.0 THE HIRER'S RESPONSIBILITIES**

The hirer must inform the college of any fault, damage or other problems with the premise or equipment encountered during the hiring.

No part of the premises are to be used otherwise than for the purpose of the premises requested.

No part of the premises requested are to be used for any unlawful purpose or in any unlawful way.

### **8.1 Own Risk**

It is the hirer's responsibility to ensure that all those attending are made aware of the fact that they do so in all respects at their own risk.

### **8.2 First Aid Facilities**

It is the responsibility of the hirer to make their own first aid arrangements, such as the provision of a first aid kit, and the provision of first aid training for supervising personnel, particularly in the case of sports lettings. There is no legal requirement for the college to provide first aid facilities and use of the college's resources is not available.

### **8.3 Furniture and Fittings**

Furniture or fittings shall not be removed or interfered with in any way. Nor shall they be rearranged except by prior agreement and will be subject to reinstatement at the end of each session of use. No fittings or decorating of any kind necessitating drilling, or the fixing of nails or screws into fixtures which are part of the college fabric, are permitted.

In the event of any damage to premises or property arising from the letting, the hirer shall pay the cost of any reparation required.

Hall floors are used by students for physical education and no substance is to be applied to floors to prepare them for dancing or any other activity. No footwear liable to damage floors may be worn in college buildings. If activities involve outdoor use, participants should ensure footwear is cleaned before re-entering the building.

#### **8.4 Food and Drink**

No food and drink may be prepared or consumed on the property without the direct permission of the Executive Head Teacher in line with current food hygiene regulations.

#### **8.5 Intoxicating Liquor**

No intoxicating liquors are permitted to be bought, sold or consumed on any part of the premises.

#### **8.6 Smoking**

The whole of the college premises, which includes the grounds, is a non-smoking area, and smoking is not permitted.

#### **8.7 Betting, Gaming and Lotteries**

Nothing shall be done on, or in relation to, the premises in contravention of the law relating to betting, gaming and lotteries, and the persons or organisations responsible for functions held in the premises shall ensure that the requirements of the relevant legislation are strictly observed.

#### **8.8 Nuisance/Disturbance**

Hirers and organisers of events in the college premises are responsible for ensuring that the noise level of their functions does not interfere with the other activities within the building nor to cause inconvenience for the occupiers of nearby houses or property.

The hirer must comply with the college's arrangements for disposal of any rubbish or waste materials and leave the area clean and tidy as appropriate.

Except in the case of trained guide-dogs for the blind and hearing dogs for the deaf, animals shall not be permitted on the school premises.

#### **8.9 Rules**

The hirer shall comply with any rules and regulations which the Board of Trustees shall make from time to time.

#### **9.0 CHARGES AND CANCELLATIONS**

The hirer acknowledges that the charges are as set out in the Schedule of Letting Charges, including any review arrangements specified. Notification of any cancellation must be given by the hirer, in advance, to the college as soon as possible. Cancellations with less than five days' notice will be charged in full.

If the college finds it necessary to cancel a booking, as much notice as possible will be given, where possible alternative accommodation will be offered. If this is not possible a refund will be made. The Board of Trustees will not accept any responsibility for any loss, or other expenses however incurred by the hirer, in the event of a cancellation by the Board of Trustees of the letting as a result of circumstances beyond its control (including, without prejudice to the generality of the same, industrial action by its employees, or others, oil shortage, failure of electricity/gas supply). The decision of the Board of Trustees as to whether a letting should be cancelled shall be binding on the hirer.

### **10.0 SUB-LETTING**

The hirer shall not sublet the premises, underlet or share possession with any other parties.

### **11.0 STORAGE ANCILLARY TO THE HIRING**

The permission of the Board of Trustees/Executive Head Teacher must be obtained before goods or equipment are left or stored on the premises.

### **12.0 LOSS OF PROPERTY**

The Board of Trustees cannot accept responsibility for damage to, or the loss or theft of, hirer's property and effects. It is the responsibility of the hirer to make his/her own insurance arrangements if required.

### **13.0 CAR PARKING**

Cars shall not be parked so as to cause an obstruction at the entrance to, or exits from, the college site. 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.

### **14.0 RIGHT OF ACCESS**

The Board of Trustees reserves the right of access to the premises during the hiring for emergency or monitoring purposes.

### **15.0 VACATION OF PREMISES**

The hirer shall ensure that the premises are vacated promptly at the end of the hiring session. The hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult.

## 16.0 COMPLAINTS

Any complaints arising from a hiring agreement should be raised with the Director of Support Services.

Appendices:

Appendix A: Schedule of Letting Charges

Appendix B: Schedule of Concessional Rates for Hire of Federation Premises


Appendix C: Conditions of Hire of Premises

Appendix D: Application for Hire of Premises

Appendix E: Permit for the Hire of College Premises

Appendix F: Hire of College Premises LETTINGINS1

Appendix G: Fire Safety Procedures

<b>Date accepted by Trustees: 29th September 22</b>	
<b>Signed:</b>	
<b>Chair of Trustees</b>	<b>Caroline Lane</b>
<b>Date for Review: September 2024</b>	

**Appendix A**

## **Victoria College Schedule of Lettings Charges**

Facility	Charge for 1 <sup>st</sup> hour of each session	Charge for all 2 <sup>nd</sup> and subsequent hour/s per session	Comments
Sensory Room	£30.00	£25.00	Includes the use of equipment. This will be let out to children aged 6 or below or people with disabilities at the discretion of the college. (N.B. The college must provide trained staff at an additional charge)
Outdoor Spaces	£30.00	£25.00	The charge will be for designated areas, as agreed.
Classroom	£10.00	£10.00	Hire of equipment on application
Meeting Room	£10.00	£10.00	Hire of equipment on application
Payment is to be made in advance			

**Please note that an additional charge will be made when college staff are required to attend for activities that fall outside of the normal working times.**

NB: Permits for the use of college premises in which it is proposed to engage in physical activities, e.g. aerobics class, swimming class etc. will only be issued when a person, appropriately qualified to teach and supervise the activity, will be in charge throughout the period of hire. Evidence of this will be required before the permit is issued.

**Please see conditions of hire**



## Appendix B

### Victoria College Schedule of Concessional Rates for Hire of Federation Premises

Organisation	Charge Payable
<b>Group 1</b>	
All groups other than indicated below.	Full Fee
<b>Group 2</b>	
Federation staff (social activities)	75% Full Fee
Registered Charities	75% Full Fee
<b>Group 3</b>	
School Activities	Free
Trade Unions of Federation Employees	Free
'Friends of' Federation Groups	Free

### Conditions of Hire of Premises

1. Each application should be made in writing to the college, giving at least 21 day's notice. All hiring fees must be paid one week before the date of the letting and admission to school premises will be granted only on production of the official **permit and receipt for payment of fee**.
2. A single application form is acceptable to cover a series of bookings, subject to availability of premises on the dates required, which should be stated.
3. It is the responsibility of the hirer to satisfy that the accommodation and furnishings requested are suitable for the purpose required.
4.
  - (a) Furniture may not be moved without the consent of the college. Permission must be obtained at the time of hiring.
  - (b) If additional furniture is required, which is not available at college, it may be possible to arrange delivery, but any expenses involved must be borne by the hirer.
5. Decorations and advertising matter are not permitted without special permission from the Executive Head Teacher. Notice boards, supplied by the hirer, may be displayed at the entrance to the college for 24 hours before the commencement of the letting, such boards are not to be fixed to college property.
6. Hirers are not permitted to use, and not enter accommodation, other than that which is stated on the permit.
7. The college prohibits:
  - a) Any gambling on college premises;
  - b) Screws or nails or similar articles being driven into any part of the college's property;
  - c) The sale or consumption of intoxicants;
  - d) Loitering at the entrance to college, corridors or college grounds.
  - e) Smoking is prohibited on college premises.
8. Both parties will make sure that they have a level of public liability insurance which satisfies Victoria College requirements.
9. Victoria College grants facilities for the public use of premises on the express condition that those responsible for hiring will give an undertaking that the hire will be conducted with propriety and will hold themselves liable for any damage incurred.

Any damage arising from the hiring of college premises will be repaired by Victoria College and charged against the party or person hiring the premises in question.

In addition, those responsible for hiring school premises must indemnify the Victoria College from and against all actions, claims, demands, losses, costs, damage and

expenses which may be brought or made by any person in respect of injury or damage sustained by them in consequence of or arising out of the use of federation premises.

10. Victoria College reserves the right at any time to refuse or cancel any function without assigning a reason and will agree in such circumstances to fully reimburse any monies received from the Hirers. However, the college will not be liable for any costs incurred to the hirer, outside of the hire charges.
11. Notification of any cancellation must be given by the hirer, in advance, to the college as soon as possible. Cancellations with less than 5 working days' notice may still be charged in full.
12. All equipment brought into the school for the purpose of the letting must be removed immediately afterwards. Electrical equipment should not be used on college premises unless it has been PAT (Portable Appliance Testing) tested. Any items left or stored on the premises are done so at the owner's risk. The college cannot take responsibility.
13. The persons responsible for the conduct of the hire must take precautionary measures at every session to avoid damage to college property. Lavatory accommodation will be made available to persons hiring the school premises at no extra charge. Parking facilities, where available, are at owner's risk and are free of charge.
14. Hirers providing services to children, whether students of the college, pupils of the school or others, must have policies and procedures in place to ensure children's safety, and must provide evidence of these to the college as required e.g. Safeguarding Policy and Use of Mobile Phone Policy, DBS (formerly CRB) Checks.
15. Where premises are used for a public performance the person hiring the college will be responsible for satisfying the requirements of licensing for stage plays.
16. Permits for the use of college premises in which it is proposed to engage in physical activities, will be issued only when a person, appropriately qualified to teach and supervise the activity, will be in charge throughout the period of hire.
17. Any equipment or materials which may constitute a danger to the hirer, or other persons or the premises may not be brought into the college (e.g. inflammable or toxic materials, substances or equipment). Any equipment found to be faulty should be removed from use immediately and a member of the college staff informed.
18. On entering the building the hirer must follow the fire procedures outlined to them and ensure that all users understand and follow these procedures.

## Appendix D

### Victoria College Application for Hire of Premises

Name of college to be hired:

(part of the Federation of Cherry Oak School, Victoria School & Victoria College).

Full Name and Address of Hirer

(Mr/Mrs/Miss/Ms):

Telephone No:

Organisation Name:

Purpose of Letting:

Date(s) of Use:

Times:

#### Accommodation Required:

**Number Required**

Classroom

Sensory Room

Other (state)

**Number Required**

Outdoor Spaces

Meeting Room

Additional Information (e.g. chair/tables needed):

In consideration of this application being granted I agree to pay Victoria College, on demand, hiring fees in accordance with the scale of charges and conditions of hire, a copy of which has been supplied to me, and I undertake to comply with the said regulations. I also agree to pay Victoria College the amount of any damage which may be occasioned to the property and The Board of Trustees against all actions, claims, demands, losses, costs, damages and expenses which may be brought or made against them by any person in respect of any injury or damage sustained by them in consequences of or arising out of the use of the said accommodations a result of this application.

I am over 18 years of age.

I certify that all adults working with children or vulnerable adults have had the necessary clearances to ensure the safeguarding of children/vulnerable adults.

- I certify that I have read, understood and will comply with the Victoria College letting policy.
- I certify that I have read, understood and will comply with the Victoria College Fire Emergency Plan appendix G - out of hours activities.
- I certify that I have read, understood, and will comply with the Victoria College No Platform policy.

Signed:

Date:

Position in Organisation:

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**For Office Use:**

Authorised By: Executive Head Teacher / Head of College / Director of Support Services

Name:

Signature:

Accepted Site Staff:

Name:

Signature:

Victoria College  
**Permit for the Hire of College Premises**

Name of School:

(part of the Federation of Cherry Oak School, Victoria School & Victoria College).

Name of Hirer:

Address of Hirer:

Organisation:

Purpose of Letting:

Date(s) of Use: 


Times: 


Accommodation to be used:

Additional Information:

**Conditions**

This letting is subject to the terms and condition of hire, a copy of which has been received by the Hirer

**Appendix F****Hire of College Premises LETTINGINS1**

Name of School/College:

Name of Hirer:

Address of Hirer:

Total Cost of Letting  Permit Number:

Number of Instalments:  Amount to be paid per Instalment:

Date Due	Date Paid	Amount Paid	Receipt Number	Balance Outstanding


Authorised By:

Signature of Federation Staff

Agreed By:

Signature of Hirer



### Victoria College

#### **FIRE SAFETY PROCEDURES OUT OF HOURS ACTIVITIES**

1. The Senior Person in charge of the activities at the time of the fire alarm will be the designated FIRE CO-ORDINATOR.
2. The organiser must brief any responsible people on these fire procedures before any activities begin, pointing out the assembly point, alarm call points and fire exits.
3. The organiser will ensure that all attendees have been registered / sign-in at the beginning of every session and informed of these fire safety procedures.
4. The person discovering the fire should immediately raise the alarm by the nearest call point.

On hearing the alarm all attendees must leave the building through the nearest **safe** fire exit to the Assembly Point. **DO NOT GO IN THE DIRECTION OF THE FIRE.**

#### **DO NOT STOP TO COLLECT ANYTHING, INCLUDING PERSONAL BELONGINGS.**

5. Any person experiencing difficulties with the evacuation process should, if necessary, be assisted out of the building using the appropriate moving & handling techniques.
6. Attendees should assemble at the designated assembly point.
7. The hirer must contact the fire brigade as soon as possible; before making contact with Victoria College staff.
8. The organiser must ensure that all attendees are accounted for by doing a roll call.
10. If a person is reported missing, the Fire Coordinator must inform the fire service.

#### **AWAIT THE FIRE SERVICE.**

**DO NOT RE-ENTER THE BUILDING UNLESS YOU ARE TOLD THAT IT IS SAFE TO DO SO BY THE FIRE SERVICE.**