



**NEW COLLEGE LEICESTER**



# **Lettings Policy and Procedure**

**June 2023**

# NEW COLLEGE LEICESTER LETTINGS POLICY & PROCEDURES

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## **INTRODUCTION**

The Governing Body of New College Leicester wishes to make every reasonable effort to enable the use of our facilities by the Community as a whole. The purpose of this policy is to:

- provide clear guidance on lettings and the hire of college premises
- enable safe access to the college site and premises
- promote the use of college facilities by the wider community
- safeguard the interests of the college

## **DEFINITION OF A LETTING**

A letting may be defined as “any use of the college buildings and grounds by parties other than the college”. A letting must not interfere with the activities of the college.

There are two types of letting agreements:

- Community Use Agreement – this arrangement is used when members of the public wish to use an area of the college premises for an activity. An example is the use of a football pitch or use of a room for members of the public to meet. A Lettings Form must be completed (See Appendix 1)
- Permanent Lease Agreement – this agreement is used when the Governing Body wishes to have permanent groups on site who occupy parts of the premises on an exclusive or shared basis. The college will manage these leases by Landlord and Tenant Legislation on the individual circumstances

These leases must still abide by the terms and conditions within this lettings policy.

## **EVENT NOTICES**

Hirers holding an event within the college premises may require a temporary event notice. Consultation will need to take place with the college and the Council’s Events Section regarding such things as:

- Number of people present
- Capacity of the Venue
- Marking of emergency exits
- Provision of emergency lighting
- Safety plans

It is the responsibility of the Hirer to make contact with the Council’s Event Management & Health and Safety section to obtain advice on planning any event and the specific requirements thereof.

## **LICENSING**

Some activities and services require specific licences for example:

- Prize Bingo
- Public Entertainment
- Lotteries and amusement licence
- Theatre Licence
- Alcohol consumption/sale

It is the responsibility of the Hirer to make contact with the Council’s Licensing section to obtain advice and the specific requirements thereof.

## **SECURITY**

The Business Development Manager will determine the security risk for each letting and will be responsible for allocating a continuous security presence or other control measures.

## **MANAGEMENT**

The responsibility for the management of lettings lies with the full Governing Body of the college. The day to day management decisions are made by the Business Development Manager.

The Business Development Manager will need to be satisfied that the Hirer is able to manage the let in accordance with college principles and policies before agreeing to accept the booking. If the Business Development Manager does not feel that satisfactory management procedures will be in place they will not accept the letting application.

## **ADMINISTRATIVE PROCESS**

An individual or organisation should approach the Business Development Manager to request the use of the college's facilities. Official Lettings Forms will then be forwarded which will need to be completed and returned so that the letting can be reviewed and confirmed. This policy requires New College Leicester management to:

- ensure all activities have a valid risk assessment with suitable and sufficient preventative and protective measures planned and implemented which address the college's areas of responsibility
- avoid any activity which involves a risk to health and / or safety which has not been subject to an existing risk assessment
- ensure the users hold suitable and sufficient liability insurance cover for the activity which includes all participants and spectators
- ensure any licence / registration required by the nature of the activity are in place and the required conditions have been met prior to commencement

## **ORGANISATIONAL SCOPE**

This policy applies to all activities / usage of the college's premises and facilities by external agents.

Users for the purpose of the relevant legislation are deemed as "members of the public" and as such are required to be protected from exposure to specific hazards presented by the college's premises / facilities. The Hirer letting the college's premises/facilities is responsible for ensuring the health and safety of the activity being undertaken.

All users will be expected to have suitable and sufficient risk assessments, designed to cover their operation, which are aligned with the college originated risk assessments to ensure effective co-operation and co-ordination of the letting.

## **FIRST AID**

It is the duty of the event organiser to provide adequate and appropriate First Aid cover and First Aid supplies for the event/activity (including spectators). The College will provide an Emergency at Work trained appointed person. However, this does not provide full First Aid cover.

## **FIRE EVACUATION**

Should the colleges fire alarm sound, you must leave your area via the nearest fire exit and make your way to the main car park located on Glenfield Road, where a college fire marshall will be on hand to assist you further

## **CANCELLATIONS**

The Governing Body will seek to recover any cost incurred by the college which are unavoidable and result directly from the cancellation of a letting with less than a week's notice.

The Governing Body reserves the right to terminate a hiring agreement at any time on reasonable grounds.

The Governing Body reserves the right to cancel any booking based on reasonable grounds and shall seek to give notice in writing for any cancellation.

### **APPEALS PROCEDURE**

If a Hirer has a letting application rejected or agreement withdrawn, they have a right to appeal to the Governing Body.

The appeal should be made in writing and will be presented at the next full meeting of the Governing Body.

The Hirer will be informed of any action and/or decision taken by the Governing Body. The Governing Body's decision is final.

### **COMPLAINTS PROCEDURE**

If a Hirer is dissatisfied with any aspect of the service it has received they should at the earliest opportunity attempt to resolve this with the staff of the college. Every effort will be made to resolve disputes between the parties quickly and effectively:

In the event of a dispute, the complainant should proceed as follows: -

- The Customer Care Manager should be contacted to try to resolve the problem
- If the matter cannot be resolved satisfactorily the Business Development Manager should be contacted.
- If the matter remains unresolved, the complaint must be submitted in writing to the Principal.

Where the Principal has failed to satisfy the complainant, the Governing Body (or a committee or an individual governor where delegated to do so) may review the case.

Having exhausted the steps above, all unresolved disputes or differences shall be referred to a single arbitrator who shall be determined by the college's Governing Body.

### **CONDITION AND DAMAGE**

The Hirer will keep the Premises in a clean and tidy condition when in occupation. The premises must be left in the same condition as before the letting commenced.

Any damage which occurs during the letting will be the responsibility of the user. Any such damage should be reported immediately to the college's site team.

### **PUBLIC LIABILITY INSURANCE**

The users will hold public liability insurance in respect of their occupation of the premises and will provide a copy of their public liability insurance if appropriate. A copy of which will be kept by the college.

The Governing Body may at its discretion waive this requirement where the user is an individual or small informal group of individuals (not using the college buildings for commercial or business purposes) who do not hold public liability insurance and who, because of this informal nature, may find it difficult to obtain.

### **LOSS**

The college does not accept liability for loss or damage to property brought onto the premises by, or on behalf of, the users or any of its members, visitors, agents or invitees.

## **SAFEGUARDING**

We are dedicated to ensuring the safeguarding of all young people and vulnerable adults at all times.

It is the responsibility of the Hirers to ensure that safeguarding measures are in place while hiring out our facilities and our space.

If there is a chance that those hiring the premises will come into contact with pupils, for example if the hire occurs during School hours, or when pupils may be present in the School (during after School clubs or extra-curricular activities), we will ask for confirmation that the Hirers have read the School's safeguarding policy and have had the appropriate level of DBS check.

Unless our staff are providing the activities / tuition, the responsibility of safeguarding moves to the hirer, and is a condition of use. There is a good section of advice on the GOV.UK website for community groups which gives you information about your responsibilities (although not directly relating to school facilities).

<https://www.gov.uk/government/publications/keeping-children-safe-in-out-of-school-settings-code-of-practice/keeping-children-safe-during-community-activities-after-school-clubs-and-tuition-non-statutory-guidance-for-providers-running-out-of-school-settings>

For those hirers delivering sporting activity to young people then legislation and guidance can be found on the Child Protection in Sport Units website

<https://thecpsu.org.uk/>

Other information can be found via the Ann Craft Trust Website

<https://www.anncrafttrust.org/>

We are expected to quality assure groups who use our site to ensure that appropriate safeguarding and child protection policies are in place. The college is expected to monitor that this occurs. We would use the Child Protection in Sport Units self-assessment tool to achieve this. It will include requesting copies of hirers safeguarding policy alongside a contact name for the safeguarding lead

<https://thecpsu.org.uk/safeguarding-self-assessment-tool/>

It is the responsibility of the Hirer to ensure that all DBS checks are in place where activity involves young people. Monitoring by the college would include checking these are in place.

The school can be contacted to raise any concerns in relation to safeguarding via our Designated Safeguarding Lead Mrs Eil Rudge-Tezcan-Assistant Principal on 01162318500 or [erudge1@newcollege.leicester.sch.uk](mailto:erudge1@newcollege.leicester.sch.uk)

## **BEHAVIOUR**

The Hirer shall be responsible for ensuring the preservation of good order for both spectators and participants for the full duration of the letting and until the premises are vacated.

## **PUBLIC SAFETY**

The Hirer shall be responsible for the prevention of overcrowding (such as would endanger public safety), and for keeping clear all gangways, passages and exits. The Hirer shall be responsible for providing adequate supervision to maintain order and good conduct, and - where applicable - the Hirer must adhere to the correct adult/child ratios at all times. The Hirer shall be informed of the maximum number of attendees for each venue at the time of hire application.

In the event of an emergency, all occupants must leave the college by the nearest exit and assemble at the venue area as advised to them by the Hirer. The Hirer is responsible for familiarising themselves with emergency exits and must ensure that participants are aware of emergency evacuation procedures and assembly points. It is good practice to carry out emergency evacuation drills at suitable intervals. The Hirer must, at all times whilst participants may be on site, have immediate access to participants' emergency contact details, and have access at all times to a mobile phone.

## **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.

## **SMOKING**

The whole of the college premises is a non-smoking area, and smoking is not permitted within college buildings or on college grounds at any time.

## **ELECTRICAL EQUIPMENT**

Any electrical equipment brought by the Hirer onto the college site must comply with the Local Authorities (LA) code of practice for portable electrical appliance equipment. Equipment must either have a certificate of safety from a qualified electrical engineer or be inspected by the LA. The intention to use any electrical equipment must be notified on the application.

## **FOOD AND DRINK**

No food or drink may be prepared or consumed on the property without the direct permission of the Business Development Manager, in line with current food hygiene regulations. All litter must be placed in the bins provided – with due regard being given to college recycling facilities

## **VACATION OF PREMISES**

The Hirer shall ensure that the premises are vacated promptly at the end of the letting. The Hirer is responsible for supervising any children taking part in an activity until a responsible adult collects them.



Please note that all lettings are inclusive of set up and break down time. This enables our staff to transfer from one activity to another.

## **VAT**

In general, the letting of rooms for non-sporting activities is exempt of VAT, whereas sports lettings are subject to VAT (although there are exemptions under certain circumstances). Where the letting is for a continuous period of ten or more lettings then the booking may be exempt from VAT. VAT is a complex area, and you are advised to refer to our Finance Manager if you require any further detail

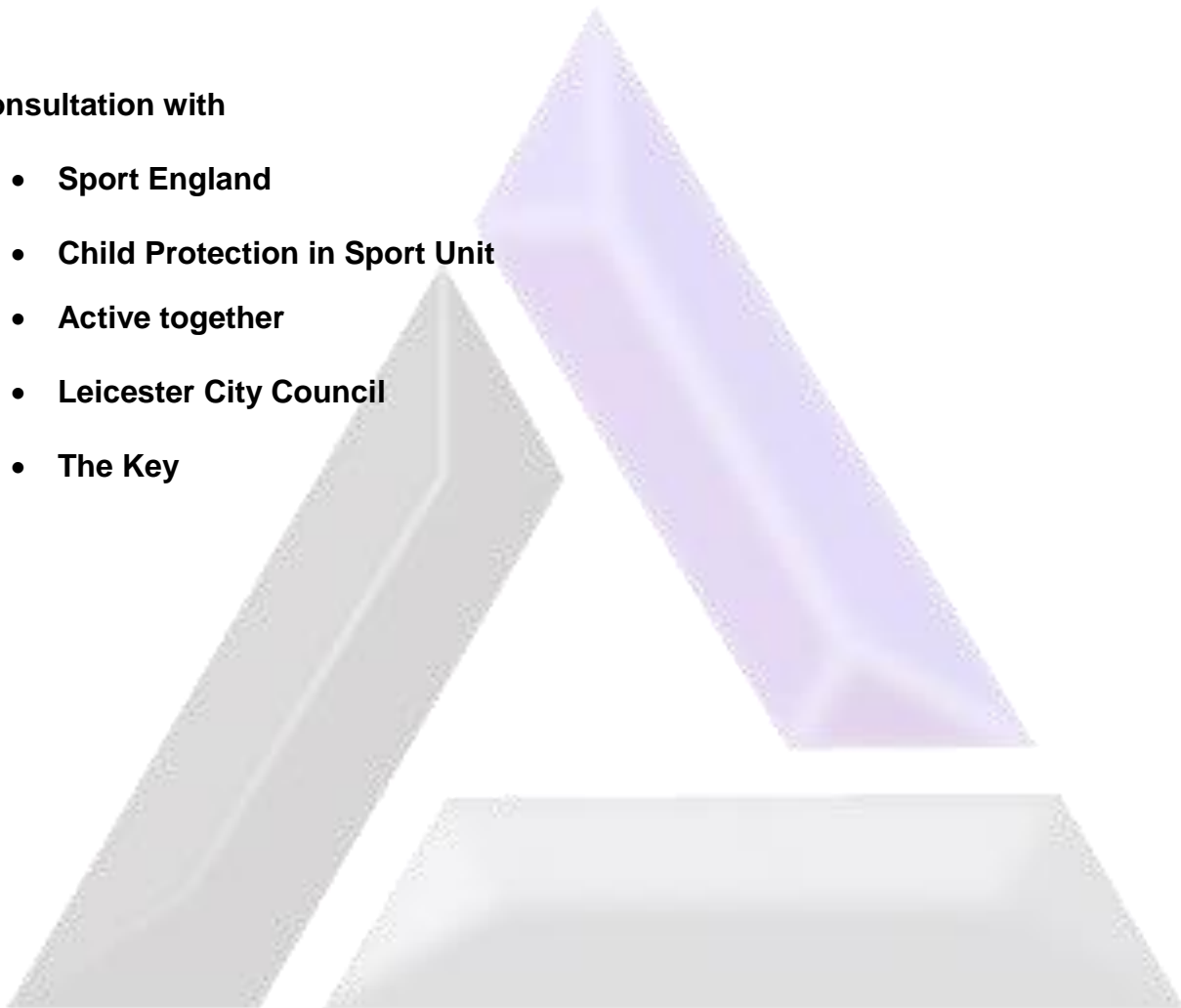
## **PAYMENT FOR LETTING**

The person applying to hire the premises will be invoiced for the cost of the letting in accordance with the Governing Body's current scale of charges. Payment must be received by the college within 30 days of the invoice. The Hirer will be subject to an administration fee for late payment, again, in accordance with the Governing Body's current scale of charges.

Author:	Mr W Allsopp – Business Development Manager			
Review Date:	June 2024			
Signed:		Chair of Governors: Sue Billington	Date:	15.06.23
Signed:		Principal: Jane Brown	Date:	15.06.23

**Consultation with**

- **Sport England**
- **Child Protection in Sport Unit**
- **Active together**
- **Leicester City Council**
- **The Key**





# NEW COLLEGE LEICESTER



## CODE OF CONDUCT FOR USERS

The Governors of New College Leicester require Hirers of the college facilities to ensure that their users of the agreed facilities abide by the following Code of Conduct:

1. Ensure all children/adults in your group behave appropriately and abide by this code of conduct at all times
2. Follow the strict guidelines laid out in the Conditions of Lettings
3. Follow all requests made by college duty staff
4. Due to COVID-19 it is your responsibility to make sure that you adhere to government guidelines where possible surrounding the social distancing regulations whilst on the college premises
5. Ensure all payments are made on time
6. Ensure appropriate First Aid coverage for your group/activity (including spectators) is in place
7. Report to the duty premises officer or college management any issues that you feel need to be addressed
8. Report to the duty premises officer or college management all issues relating to health and safety (see form attached)
9. Report to the duty premises officer or college management any damaged or broken equipment either discovered or caused by your group
10. Do not seek access to booked areas(s) prior to your agreed start time
11. Be ready to leave your booked area(s) at the agreed finish time
12. Report all accidents and incidents to duty staff, followed up by a report to the college management

Please respect all other users at all times and show respect to the buildings, surroundings, the general environment and our community.

- Please do not drop litter
- Please turn off taps and lights
- Please report any issues to our reception staff



# Conditions of Letting

## 1.0 PUBLIC SAFETY

- 1.1 The Hirer shall be responsible for the prevention of overcrowding, such as would endanger public safety, and for keeping clear all gangways, passages and fire exits.
- 1.2 Hirers are expected to make themselves familiar with emergency procedures, including fire safety arrangements, and ensure all members of their party are made aware as necessary. On hearing a continuous bell, please leave the building by the nearest exit and assemble in the car park. There are red fire alarm boxes on all corridors should you need to raise an alarm.
- 1.3 The Hirer shall be responsible for providing adequate supervision to maintain order and good conduct.
- 1.4 The Hirer is responsible for ensuring the health, safety and welfare of all members of their group whilst on college premises.
- 1.5 The College will not be liable for any injury to persons or damage to property arising out of the specific activity of the letting of the premises unless such injury or damage results from the negligence or breach of statutory duty on the part of the college.

## 2.0 FIRST AID

- 2.1 It is the duty of the event organiser to provide adequate and appropriate First Aid cover for the event/activity (including spectators). The College will provide an Emergency at Work trained appointed person. However, this does not provide full First Aid cover.

## 3.0 GENERAL

- 3.1 New College Leicester has a no-smoking policy to adhere to statutory requirements. Smoking is forbidden anywhere on site and this includes all outdoor space within the college boundaries.
- 3.2 The majority of the outdoor space is designated as playing pitch provision and therefore the college operate a No Dogs Allowed Policy. No dogs, other than service animals are allowed on site.
- 3.3 The Hirer should take all precautions to prevent any damage. Inappropriate footwear can cause damage to some floors and anyone wearing such footwear will not be permitted to enter any area of the college premises that might be affected. The Hirer is required to pay for any breakages, losses or damage to property arising out of the letting.
- 3.4 The charge for accommodation includes the use of furniture within the room only. In the event of the Hirer requiring additional furniture, a separate charge may be made according to circumstances. No additional equipment is to be brought onto the premises without permission.
- 3.5 All Hirers must keep to their confirmed booking times and booked areas as failure to do so will result in additional costs. The confirmed times at the time of booking will be the times that you will be invoiced for and this is inclusive of any set up and break down time that you may require.
- 3.6 The sub-letting of the premises is prohibited.
- 3.7 The premises will not be hired to the following organisations:
  - The National Front
  - The New National Front
  - The British Constitutional Movement
  - The British Movement
  - The League of St. George
  - Column 88
  - The British Democratic Party
  - The British National Party
  - Any other organisation which has racist or extremist aims

The Trust acting through the Governors may cancel any hiring if in their opinion the organisation for which the premises are hired has racist/extremist policies, regardless of the stated reason for hiring the premises. In such event the Trust and Governors shall incur no liability to the Hirer whatsoever, other than the return of any fee paid in respect of such cancelled engagement.

#### **4.0 LICENCES**

4.1 Licences are required for:

- Performances - e.g. plays
- 'Public dancing, music or other public entertainment of a like kind' under the Local Government (Miscellaneous Provisions) Act 1982
- Games of bingo
- Sale, supply or consumption of alcohol
- Gambling

4.2 Hirers should ascertain whether or not a licence is required for their activity and, if so, obtain and ensure full compliance with the necessary licence - as the premises are not already licensed. Further details can be obtained from the college.

#### **5.0 KITCHENS**

5.1 For full use of the kitchen facilities, a member of the catering staff must be in attendance.

#### **6.0 EXAM TIME**

6.1 We will endeavour to minimise any disruption to pre-booked lettings but during our very busy exam times the college reserves the right to change the specific venue booked, and possibly at short notice, these are usually the months of November, January, May and June. In very exceptional circumstances, we may have to cancel a letting completely.

#### **7.0 CANCELLATIONS**

7.1 The Governors are entitled to retain the whole of any letting fee charged in respect of a booking which is cancelled with less than 7 days' notice of cancellation. Refunds in any other circumstances are at the Governors absolute discretion and will depend on the circumstances of the cancellation.



**REPORTING OF HAZARDS AND DEFECTS IDENTIFIED AT NEW COLLEGE LEICESTER**

**From:** \_\_\_\_\_

**Organiser of:** \_\_\_\_\_

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

**Hazard/Defect:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Area:** \_\_\_\_\_

**Please return to the Premises Officer on duty.**

**Premises Officer received:** \_\_\_\_\_

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

**Premises Officer, please return form to Tim Spence**



## **FIRE PROCEDURES FOR ORGANISER OF LETTING**

### **FIRE DURING LETTING**

#### **If you discover a fire:**

- Raise the alarm as soon as possible.
- When activated, the alarm will make a continuous ringing noise and warning lights may also flash in some areas
- Consider your own safety and that of any group you may be responsible for
- Those with groups should concentrate on the orderly evacuation of the group (follow the advice in the next paragraph (“**If you hear the alarm**”))
- Leave the building by the nearest, safest exit
- Report any crucial information to the Premises Officer
- Visitors should assemble under the “staff and visitors sign” unless instructed to do otherwise
- Await further instructions (e.g. the all clear)
- Do not use the lift

#### **If you hear the alarm:**

- Announce to your group what is happening
- Make the room safe (close doors and windows if practical)
- Remind them of the location of the Assembly area you are heading for and exit through the nearest exit
- Ensure your area is clear of personnel
- Keep the group together as much as possible
- Be prepared to use an alternative route if your path is blocked
- On arrival at the assembly area, visitors should assemble under the “staff and visitors sign” unless instructed to do otherwise
- Await further instructions (e.g. the all clear)

### **IN THE EVENT OF A PLANNED DRILL**

- Same procedure as “If you hear the alarm”
- In some cases you may not be given prior knowledge
- You may encounter observers who are not taking part in the drill

### **LOCAL FAMILIARISATION**

- Memorise your most likely escape routes and exit (and alternatives)
- Also the location of all assembly areas in the college
- Keep the procedure fresh in your mind
- Flag up any concerns or weaknesses

**Application for Hire of College Premises**

Name of Group/Society/Club:	
Name of person completing the form:	
Contact address:	
Telephone No: (Day) Telephone No: (Evening) Mobile: Email:	
Position within organisation:	
<b>Billing Information</b>	
Name of Person in your Group /Society/Club to whom the invoice should be sent	
Billing address:	
Tel: (Day) Tel: (Evening) Email:	

**Please describe the main activities of your Group/Society/Club**

**Please indicate whether or not the participants of your group are adults or under the age of 16 – if it's a mixed group please give the number of each**

Young People under the age of 16		Adults	
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**Please give the total number of participants and approx. visitors/spectators attending the activities at New College Leicester as part of your group:**

**Participants**       **Visitors/Spectators**

**The person completing this form must be over 18 years of age**

**Please indicate which area / rooms are required by your group**

<b>Sports Hall</b>		<b>Netball Court</b>	
<b>Cycle Circuit</b>		<b>Tennis Court</b>	
<b>PE Room</b>		<b>Modular Buildings</b>	
<b>Theatre</b>		<b>Community classroom</b>	
<b>Staff Room</b>		<b>Meeting Room 1</b>	
<b>Conference Room</b>		<b>Football Pavilion</b>	
<b>Car Park</b>		<b>Central Hall</b>	
<b>Boxing Gym</b>		<b>Dining Room</b>	

<b>Dates Required</b>	<b>Day/s of week required</b>	<b>Start time</b>	<b>Finish time</b>

<b>IT Requirements</b>

<b>Refreshments</b>	<b>Tea / Coffee &amp; Biscuits</b>	<b>Finger Buffet Option 1,2 or 3</b>
<b>Numbers</b>		

For details of our buffet options please contact our Catering and Hospitality Manager on [jkingscott@newcollege.leicester.sch.uk](mailto:jkingscott@newcollege.leicester.sch.uk) or 0116 231 8508

Please indicate whether this is a one-off letting or if you wish to use the facilities term time only or throughout the year. If you are a club using the grass pitches we will want to see your requirements for the season for all your teams using New College Leicester facilities. You will

**be charged for all home fixtures and training in line with your declaration. Additional fixtures will be treated as one of bookings and you will need to notify the Estate Manager of these additional fixtures for all your teams:**

Term time only      All through the year      Single letting      *(delete as appropriate)*

**DECLARATION TO BE COMPLETED BY THE HIRER**

I am applying to hire New College Leicester’s facilities as detailed above and understand that by signing this application I am agreeing to abide by the college’s **Conditions of Letting, Code of Conduct** and **Fire Procedures**.

I agree that as the Hirer I will be responsible for all damages, losses, claims and costs caused to the belongings, property and college premises by the group or any persons associated with the group.

I will assume that the group is covered by indemnity for any claims arising for all accidents to any persons, caused by the hiring actions and activity of the group and its members.

I will also ensure that there is adequate and appropriate First Aid cover in place for all participants and spectators.

**I enclose a copy of our Safeguarding Policy and Safeguarding Leads contact details.**

**I have fully read and understood New College Leicester Lettings Policy**

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

**Safeguarding Contact Details**