



**Greenhead College  
Corporation**

**LETTINGS POLICY**

*Reviewed May 2020*

## **Scope**

This Policy aims to address the issues relating to the hiring for use of any part of Greenhead College premises by a third party.

## **Purpose**

This Policy will aim to set out a management framework to minimise the potential for any liability for negligence and hire for improper use.

## **Third Party Use**

It is the College's intention to ensure, so far as is reasonably practicable, that all persons who attend any event organised by a third party, will be conducted in such a manner so as to:

1. Safeguard the health, safety and welfare of any persons using the College facilities;
2. Ensure that those organising and facilitating third party use of the College premises, have in place procedures designed to protect children and young adults from injury, assault, attack etc;
3. Ensure the College management are aware of the nature and activities involved in the hiring of the facilities by third parties.

All third party use of the College premises will be co-ordinated by the College Lettings Officer. It will be the responsibility of the Lettings Officer when agreeing to a new third party hiring request, or reviewing an existing arrangement to ensure the following are addressed:

1. A current third party use agreement is in place, signed by the organiser and approved by the Director of Finance and Resources. This should contain the name and contact details of the main organiser and the date and time of the letting including arrival and departure times.
2. Name and details of any speaker at the event. Has any speaker spoken before in college and are they known?
3. The likely age group(s) of persons anticipated to attend the third party activity are known and the number of attendees.
4. Details of the organisation who wants to let the premises and who they represent.
5. The nature of the activities to be undertaken will not expose the College to allegations of allowing illegal, immoral or dangerous activities to be undertaken on it premises or cause reputational damage in any way. Investigations will be made to ascertain the nature of any group or individual unknown to the College wishing to hire the College to ensure the hiring is of a reputable nature. Reference to "Prevent" Guidance and Legislation will be made in the check list.

The attached check list should be attached to the lettings form when received. If a letting request is refused the application, check list and reason for refusal should be filed.

It will be the responsibility of the Director of Finance and Estates to issue College guidance on emergency procedures, and the responsibility for the organiser of the third party activity to disseminate that information to persons attending.

In the event of activities being conducted which the College does not feel are appropriate, the Director of Finance and Estates is to formally bring this to the attention of the organiser to ensure that college conditions of hire are fully met. In the event of non-compliance, the

agreement will be removed and notice given to the organiser that their agreement for using the College facilities has been rescinded.

All third party activity on the College premises will be subject to periodic review and monitoring to ensure the spirit of the agreement is being adhered to.

### **Applying to use the College**

Application for the use of the College facilities should be made to the Letting Officer and the check list completed and signed off by the Director of Finance and Estates. If there are any doubts whether the event should be permitted, the application will be discussed by the Admin group or referred to the police.

A check will be made as to the age of the Hirer. Lettings will not be made to applicants under 18 years of age.

The right to refuse any application for the use of the premises or grounds is reserved to the Principal, who may do so without giving written reasons for the refusal. In particular, lettings will be refused where these risk reputational damage to the College.

The Principal shall have immediate power to terminate any agreement relating to the hire of the premises or grounds if it is considered that the hirers have in any way damaged the buildings or any part of the premises including fittings, fixtures or furniture, or have subjected them to undue wear and tear or are in any way guilty of a breach of the hiring agreement. Such termination will not release the Hirer from any obligations or affect any rights or remedies that the Governing Body may have.

### **Safety requirement**

The College's Health and Safety Policy must be strictly observed. Nothing shall be done which will endanger the users of the building, or invalidate the policies of insurance relating to it and to its contents. A copy of the policy requirements will be given to the letting organisation before any event. In particular:

Obstructions must not be placed in gangways or exits, nor in front of emergency exits, which must be available for free public access and egress at all times;

The emergency lighting supply must be turned on during the whole time the premises are occupied and must illuminate all exit signs and routes;

Firefighting apparatus must be kept in its proper place and only used for its intended purpose;

The fire brigade shall be called to any outbreak of fire, however slight, and details of the occurrence given to the caretaker on duty;

Performances involving danger to the public shall not be permitted;

Highly inflammable substances shall not be brought into, or used, in any part of the premises. No internal decorations of a combustible nature shall be undertaken or erected without the consent of the caretaker;

No unauthorised heating appliance shall be used on the premises;

Access to all First Aid boxes can be obtained by contacting the duty caretaker;

All electrical equipment brought into the building shall comply with the Electricity at Work Regulations 1989. The Governing Body disclaim any responsibility for all claims and costs arising out of or in any way relating to such equipment.

### **Representation**

The Hirer or his accredited representative must be in attendance at all times and must accept responsibility for any damage caused to College property resulting from the letting. It is the responsibility of the organiser to ensure that those attending stay in the let area only and do not go to other College areas.

### **Intoxicating liquor and food**

No intoxicating liquors are permitted to be brought, sold or consumed on any part of the premises without an appropriate licence.

No food or drink of any kind may be brought into the Sports Hall or Drama Studios except for bottled water in suitable drink containers.

### **Betting, gaming and lotteries**

Nothing shall be done on or in relation to the premises or grounds in contravention of the law relating to betting, gaming and lotteries.

### **Storage**

The permission of the caretaker must be obtained before goods or equipment are left or stored on the premises.

### **Loss of property**

The Governing Body cannot accept responsibility for damage to, or loss or theft of, hirers' property and effects.

### **Caretaking**

The charges made for the use of the premises will be inclusive of all payments for the caretaker employed by the College.

The College must be left tidy after use. Should the premises require more than half an hour cleaning/caretaking time after the letting, Hirers will be charged at the full extra cost. No allowance has been made for this in the quoted total charge given.

The Hirer shall accept full responsibility for re-imburement to the College for any additional staffing costs resulting from the use of the premises or grounds by the Hirer and the cost of re-instating, repairing or replacing any part of the accommodation or any property in or upon the accommodation which is damaged, destroyed, stolen or removed during the letting. The Hirer shall undertake to accept as final and conclusive the decision of the Governing Body as to the fact of any such loss, injury or destruction and as to the amount of such expenses.

## Cancellations

The College reserves the right to cancel any letting if the accommodation is required for urgent academic business. In these circumstances, the Hirer will be reimbursed their hiring fee.

## Indemnity

Lettings are made on the understanding that the Governing Body is 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, damages, costs and expenses are directly attributable to the negligence of the employees of the Governing Body.

The Hirer shall insure with a reputable insurance office 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.

Unless specifically agreed the insurance cover shall provide a limit of indemnity of not less than £2,000,000 in respect of any one incident and to include liability for the premises including liability for fire and explosion risks arising from the hire of the premises.

The Hirer shall produce the policy of insurance and receipts for the current premiums upon request by the Letting Officer. The College is able to offer this cover if required.

*“This policy has been impact assessed to ensure it complies with all aspects of Equality and Diversity. Members are reassured that this policy is compliant with current equality legislation”.*

<i>Author:</i>	<i>Director of Finance and Resources</i>
<i>Date drafted:</i>	<i>July 2015</i>
<i>Date accepted by the Corporation:</i>	<i>October 2015</i>
<i>Date of next review:</i>	<i>May 2023</i>

**Greenhead College Lettings Check List (including Visiting Speakers)**

<b>Date</b>		<b>Confirmed Initials</b>
<b>Name of applicant</b>		
<b>Date of required letting</b>		
<b>Time of letting</b>		
<b>Time of planned arrival and departure</b>		
<b>Address of applicant</b>		
<b>Contact details of applicant</b>		
<b>Name of organisation applying for letting</b>		
<b>Number of expected attendees</b>		
<p><b>Is organisation bone fide and known to College. Has it been researched via internet / social media. Are they a Proscribed group</b></p> <p><b>Confirm the mission and purpose of organisation – use internet / social media to research</b></p> <p><b>What is the topic of the meeting</b></p> <p><b>How will event be marketed and advertised (locally/nationally)</b></p> <p><b>Has organisation met before and has there been any adverse reaction</b></p> <p><b>Has topic of meeting attracted adverse reaction elsewhere</b></p> <p><b>Why has college been selected to host event</b></p>		

<p><b>Will media be present</b></p> <p><b>Any special conditions requested eg tickets, closed meeting, segregation</b></p> <p><b>Have any objections been received regarding the planned event, consider impact if so</b></p> <p><b>Any health and safety issues envisaged</b></p> <p><b>Will the event require supervision/is supervision being provided</b></p> <p><b>Do police or local partners need contacting for advice</b></p> <p><b>Will hosting this event risk a loss of reputation to the college</b></p> <p><b>Will organisers agree to any college conditions</b></p>		
<p><b>Name and contact details of speakers</b></p> <p><b>Are speakers from local area, will they travel specifically to event</b></p> <p><b>Are speakers UK citizens</b></p> <p><b>Do speakers have history of causing disruption at such events</b></p>		
<p><b>Can letting be agreed</b></p> <p><b>Referred to Admin team</b></p> <p><b>Referred to police</b></p>		