

Policy description:

This Policy incorporates guidance issued by the Association of Colleges (AoC) which highlights the issues Colleges need to address when letting their premises to external organisations. It provides guidance, procedures to be followed and associated supporting documentation.

Supporting documentation:

- Letting Agreement / Conditions of Hire & Booking Form (see Appendix one)

Links to other policies:

- Copyright and Broadcasting Licence Policy
- Freedom of Speech Policy
- Health & Safety Policy
- Safeguarding Policy

1.0 EXECUTIVE SUMMARY

This Policy incorporates guidance issued by the AoC which highlights the issues colleges need to address when letting their premises to external organisations. It provides guidance, procedures to be followed and associated supporting documentation.

2.0 CONTEXT

The College may let premises to local community groups and other organisations as part of its engagement with local residents and businesses. Historical associations, regular communications and local knowledge ensure that the vast majority of such lettings are trouble free.

At an AoC-facilitated meeting for London Colleges, it was suggested that College premises could be used more intensely by local community groups and particularly those groups that work with young people and those involved in local gang culture.

The meeting therefore sought additional guidance on the issues Colleges need to address when letting their premises to external organisations, which resulted in the AoC issuing guidance on 23 September 2011. It has been incorporated into this document to form guidelines on the letting of Craven College premises/facilities to external organisations.

3.0 The Policy

3.1 Lettings Agreements

Any enquiry which comes into the College in relation to an external room or facilities booking should be referred to Tyro, who will discuss the current Pricing Schedule with the enquirer and complete a Letting Agreement & Booking Form (see Appendix one).

Initial approval for the booking to go ahead will be given by the Director of Services to Business and Community, Tyro Operations Manager, Tyro Programme Manager or a member of the College Senior Management Team. This will be subject to all other Terms and Conditions being met.

3.1.1 Use of rooms/buildings

External organisations may apply to use the College's rooms/buildings. An hourly rate will be charged according to the current Pricing Schedule which takes into consideration the use of any additional equipment eg computers.

3.1.2 Use of car park only

External organisations may apply to use the College's main car park at Aireville Campus (eg for a weekend event). An hourly rate will be charged as a minimum to cover Facilities attendance to open the car park barrier in the morning and lock it at night. Should access to facilities, such as toilets, be required then an additional charge may be incurred to cover additional caretaker time.

3.1.3 Managing risk

If the College is ever in any doubt about the likelihood of a letting putting the College at risk from civil unrest, radicalisation or other factors, then there are a number of preventative measures to follow:

- Check that the organisation making the booking is not on the Home Office's subscribed organisation list
- Liaise with local police forces to ensure the College has access to the latest local intelligence

- Interview the organisation prior to accepting the booking so that the College fully understands the purpose of the meeting or event, who will be attending, what publicity material will be issued through which media / social media outlets and how the event will be managed and monitored. The interview should also be used to ensure the organisation making the booking is fully aware of the safeguarding policies of the College and the responsibilities which apply to them.

In addition:

- Never allow an external organisation to occupy College premises without a member of College staff being in attendance
- Ensure emergency planning procedures are in place to ensure that if any incident occurs as a result of a booking on College premises then swift and effective action can be taken to minimise any disruption.

3.1.4 DBS checks when letting College premises or facilities

When the College hires out a room or hall for an external person or group that will be using those facilities for activities with children, the College is NOT required to obtain criminal records (DBS) disclosures or carry out DBS checks for the organisers or those individuals who will be using those facilities. This is because the College is not the regulated activity provider in these circumstances and is therefore not required to carry out these checks, and is also not eligible to obtain the information because it does not employ the individuals directly.

In this situation the external individuals / groups are not associated with the College and are not under the management or control of the College; the children are not in the care of the College or its employees - the external individual or group will be organising the activity and supervising the children. Therefore, the organisers of the activity are the regulated activity provider in these circumstances and so it is their responsibility to comply with any legal duties to undertake appropriate vetting checks when appointing their own staff.

What the College does is make it a condition of the letting agreement that in circumstances where the facilities are being hired by an organisation that will be running activities involving children, the organisers confirm that:

- they have in place appropriate policies and procedures for safeguarding
- their staff receive appropriate training in safeguarding and child protection
- the organisation is compliant with its legal duties to undertake safer recruitment vetting checks on their staff, including those staff who will be responsible for the children during the period of hire.

The College does not need to see the individual details of any DBS or other vetting checks. What the College should have is written confirmation from the organisation that is hiring the facilities that they have appropriate policies for safeguarding the children in their care, and they are compliant with the requirements to operate safer recruitment procedures, including DBS checks.

If there are students aged under 18 studying at the College during the period of hire, there is no requirement on the College to obtain DBS Disclosures or other vetting checks on external individuals or groups hiring our facilities who might come into contact with those students. The College should carry out a safeguarding risk assessment of potential lettings and take any appropriate steps to fulfil its safeguarding responsibilities if the assessment identifies any potential risks to students, including those aged under 18, and their wellbeing.

A Letting Agreement & Booking Form is in place to allow the College to gather information that will enable it to make an appropriate assessment of the request. For example, the form asks the

purpose of use of the facilities, whether it will involve activities with children aged under 18 years and whether the organisation has a safeguarding policy in place.

3.1.5 Value Added Tax (VAT)

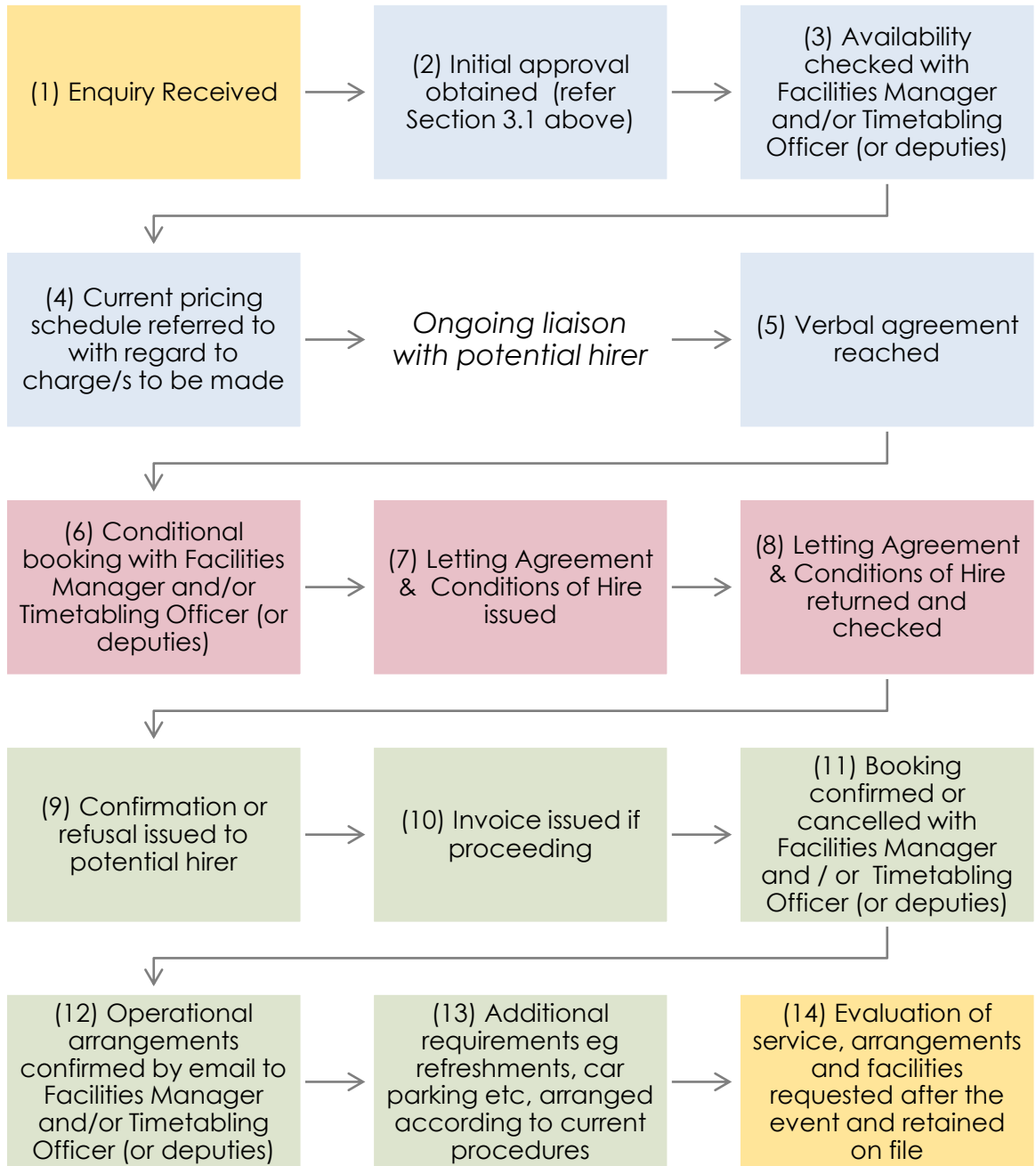
When the College lets premises to external organisations we usually charge fees for this service and we should be aware of the implications of VAT.

Most of the College buildings are standard rated and there is no issue with the sub-letting of rooms for any purpose. The College does not charge VAT on fees / rental charges.

The Pen-y-ghent building on the Aireville Campus is considered to be non-business and is zero-rated for VAT. The exclusive non-business use of the building must remain in place for ten years after construction. The renting out of rooms to third parties is deemed to be business use. There is a 5% business usage regime for zero-rated buildings constructed after 30 June 2010 which we must not breach. It is vital therefore that this is checked with the Finance Department prior to any agreement for letting any of the accommodation in Pen-y-ghent.

If the agreement includes the provision of any refreshments, the full amount becomes subject to VAT ie the both hire charge and the refreshment elements.

3.1.6 Procedure



CONDITIONS OF HIRE

Applications for Hire

- 1 All applications must be made in writing on the appropriate booking form following any initial telephone calls / enquiries. The College reserves the right to refuse any application without stating its reason for doing so.
- 2 Applications will not be considered:
 - a) from persons under 18 years of age
 - b) if made other than upon the official booking form.
- 3 Applications must be completed and returned **within 21 days'** notice of the date of hire or the facility may be given to someone else.
- 4 If the College accepts the application, the person signing the booking form shall be deemed to be the hirer and, as such, the person responsible to the College for the payment of the hiring fees and the observance of these Conditions.
- 5 Where the College is not familiar with the organisation, references may be requested prior to approval of venue hire.

Accommodation

- 6 The following table shows the maximum number of persons, excluding staff and attendants, which shall, at any time, be allowed in the accommodation. The exact numbers will depend on the layout of furniture required (enter information into the table):

Site	Room	No. allowed theatre style	No. allowed tables & chairs
X	X	X	X
X	X	X	X

Please note that these figures are the **maximum** for each location. Numbers may be lower dependent upon your requirements.

Charges

- 7 To be inserted prior to sending to potential hirer. For the hire of Aireville Campus car park only, a charge will be made in respect of Caretaker time required.

Sub-letting

- 8 The Hirer shall not sub-let the accommodation, or any part of it, without the written agreement of the College.

Cancellation and Postponement of Hiring

- 9 The College shall be entitled to cancel the hiring:
- a) if at any time prior to the commencement of the function it shall appear to the College that the Hirer has made a material omission from or mis-statement on the application form
 - b) if any sum or deposit payable is not paid by the hirer by the date upon which it is due
 - c) in the event of the individual, organisation or activities infringing the law which has a bearing on the booking or may reflect poorly on the College
 - d) in the event of severe weather or other unforeseen conditions which could pose a serious health and / or safety threat to visitors or College staff.
- 10 The Hirer may, with the consent of the College, surrender or postpone the hiring provided that any request is made in writing accompanied by the balance of the charges payable in respect of the hiring.

Damage, Loss and Accident

- 11
- a) The Hirer shall pay to the College the amount incurred by the College in making good any damage to, or loss of, the building, furniture, carpets, furnishings, fixtures and fittings or any article or equipment belonging to the College arising directly or indirectly out of the hiring of the accommodation
 - b) Unless due to the negligence of the College or breach of statutory duty by the College, the Hirer shall be responsible for their visitors / invitees / participants to the function including their safety and well-being whilst attending the function. It is, therefore, the responsibility of the Hirer, by way of indemnity, to effect insurance against all claims, costs or demands in respect of personal injury and/or loss or theft of and / or damage to property howsoever suffered or incurred by any person or company whatsoever which may arise out of the hiring of the accommodation to the value of £5,000,000. The College may require such insurance to be effected and to the production of evidence of the same. Failure to comply shall result in the cancellation of the hiring
 - c) The Hirer shall indemnify the College against all actions, claims, costs, demands and the like made against the College and attributable, either directly or indirectly, to the hiring of the accommodation
 - d) Depending upon the activity and Hirer a written risk assessment may be required by the College before the booking is confirmed.

Maintenance of Good Order

- 12 The Hirer shall, at all times, be responsible for the maintenance of good order during the function, shall ensure that no undesirable person is permitted to enter, remain or otherwise make use of the accommodation and that no-one trespasses on parts of the College not hired by the Hirer. Upon the instructions of the College staff the Hirer shall remove, or cause to be removed, any persons from the accommodation hired. The College is not required to provide such supervision in any manner whatsoever.

Performing Rights Society Ltd Copyright and Royalties

- 13 In the case of a function whereby receipts are taken for a performance the Hirer shall disclose to the College the net Box Office receipts taken at their event within 4 weeks following the event. This information is required by law for return to The Performing Rights Society Limited.
- 14 The Hirer must seek all permissions required to perform works and make arrangements for the payment of any taxes or of any royalties chargeable in respect of the function.

Parking of Vehicles

- 15 Under no circumstances will the College accept any responsibility for loss of, or damage to, any car or other vehicle which, in connection with the function, is brought or left within the precincts of the College. The Hirer shall ensure that no car or other vehicle is allowed to be parked in any unauthorised position and that any instructions given by any of the College staff in regards to parking of vehicles are strictly observed. This includes adherence to the opening and closing (locking) times of the car park.

Smoking

- 16 Smoking is not permitted in any part of the College other than in external designated smoking areas.

Prohibitions

- 17 All hirings are subject to the following prohibitions:
- a) No alterations or additions shall be made by the Hirer to the lighting, heating, seating, gangways, fittings, fixtures or other arrangement of the accommodation without the written express consent of the College
 - b) Town and Country Planning (Control of Advertisements) Regulation 1992 in advertising the function and, in particular, that no fly-posting shall take place in respect of any functions.

Right of Entry

- 18 Any duly authorised officers of the College on duty shall at all times have free ingress and egress to and from the hired area/s.

Prevention of Use of Accommodation through Unforeseeable Events

- 19 The College will not be responsible for any loss or damage suffered by the Hirer in the event of the accommodation not being available by reason of accident, war, civil commotion, force majeure, strike, lockout or other like cause. The College may, however, in such event, without admitting any legal obligation to do so, return the

deposit paid by the Hirer. The decision of the College as to whether the accommodation is not available within the meaning of this clause shall be final and binding on the hirer. No responsibility will be accepted or compensation paid by the College in the event of loss or damage suffered by the Hirer on account of a failure of the lighting or other equipment in the accommodation.

First Aid

- 20 The College recommends that the Hirer provide first aid cover for the event. There are qualified first aiders employed by the College who, if available, will help to deal with emergencies. These qualified personnel are only available during normal working times.

Alcoholic Beverages

- 21 No alcoholic beverages shall be consumed on, or brought onto, the premises.

Portable Electrical Appliance Testing (PAT)

- 22 It is a legal requirement under the Electricity at Work Regulations 1989 that any equipment used outside the home is safe to use. Any electrical equipment you bring onto College premises must be tested in accordance with, and comply with, the regulations. If you hire any equipment from a hire company, then the relevant certificate must be obtained. The College reserves the right to inspect these certificates and also the right to refuse the use of any such equipment if it is not satisfied with its documentation or condition.

Equality Policy Statement

- 23 The Governors, Staff, and Students of Craven College are committed to the principle of Equality and Diversity. The College has legal requirements under legislation to promote equality within "Protected Characteristics": Age, Disability, Gender Reassignment, Marriage and Civil Partnership, Pregnancy and Maternity, Race, Religion or Belief, Sex, Sexual Orientation.

The College response to the legal requirements of Equality and Diversity is through the widely promoted integration of the "Respect Agenda" throughout all College business. This can be most clearly observed through the College statement of ethos and commitment.

College Ethos:

Promoting equality is not the same as treating people equally. At Craven College we believe it is about treating one another with respect and dignity. Celebrating diversity is important to the College; we treat people as individuals and welcome difference, in order to create a culture of inclusiveness.

College Commitment:

- To advance and promote equality of opportunity and to foster good relations between diverse groups within the College and our wider community
- To eliminate discrimination, harassment and victimisation

- 24 The College wishes all Hirers to apply these principles to all events and activities which they may organise on College premises and to have policies and procedures designed

so as not to discriminate intentionally or unintentionally against any group or individual on any unjustifiable grounds.

Safeguarding Issues

- 25 The College has a safeguarding policy which imposes certain legal responsibilities on the College with respect to young persons and how they are protected. The College insists that all hirers fully adhere to this policy (see attached / enclosed) but they must also ensure that:
- a) they have in place appropriate policies and procedures for safeguarding
 - b) their staff have received appropriate training in safeguarding and child protection
 - c) the organisation is compliant with its legal duties to undertake safer recruitment vetting checks on their staff, including those staff who will be responsible for the children during the period of hire.

Special Conditions

- 26
- a) If the accommodation is used for any purpose for which the College considers it necessary to cover the floor, or any part thereof, the Hirer will be required to pay an additional fee for suitable floor covering to be provided
 - b) A cleaning charge will be levied on the Hirer if the premises are not left in a clean and tidy condition
 - c) No person under the age of 18 shall be allowed to use sound or lighting equipment
 - d) No bottled gas shall be brought onto the premises.

CRAVEN COLLEGE CONTACT DETAILS:

Tyro Training
tyro@craven-college.ac.uk 01756 797266

PREMISES/FACILITIES BOOKING FORM

Hirer's Name:		Organisation:	
Address:		Tel No Day:	
		Tel No Evening:	

EVENT PLANNED:

DETAIL SPECIAL REQUIREMENTS:

NOTE: THE FIRE EXITS MUST REMAIN CLEAR

DATE(S) REQUIRED:

TIMES:

from: am/pm

to: am/pm

FEE/S AGREED:

Please state if any of the participants are aged:

14 – 16 years 10 – 14 years 5 – 10 years

If yes, does your organisation have a safeguarding policy in place? Yes / No

For those under 14 years will parents be accompanying them? Yes / No

Declaration:

- i. I have read the College's Conditions of Hire and agree to abide by all the conditions specified
- ii. (name of hiring organisation) has appropriate policies and procedures in place for the safeguarding of any children in its care (Clause 25)

I enclose payment of £ (cheque made payable to Craven College) **CANCELLATIONS MUST BE IN WRITING**

Signature: (Principal Hirer) **Date:**

Print Name

Please return this booking form to: Room Bookings, Tyro Training, Craven College, Crescent House, Keighley Road, Skipton, North Yorkshire, BD23 2LP tyro@craven-college.ac.uk