

# LETTINGS POLICY

**SEPTEMBER 2019**

Reviewed by SMT: 25<sup>th</sup> September 2019  
Approved by F&GP: 18<sup>th</sup> November 2019  
Next review: Autumn 2020 by SMT then F&GP



## **A. Lettings Policy**

### **1. Introduction and Scope**

This Policy is to maximise the revenue to the College from the letting of the College premises. This is in line with Strategic Priority 5 – to achieve and sustain strong finances and improve our environment through outstanding resource management.

Providing hirings do not adversely affect the day to day operation of the College, the Hirers are engaged in activities with which the College would wish to be associated, that the facilities are suitable for the purposes of the Hirer and that all costs are recovered, such lettings offer a useful source of additional income.

### **2. Definition of a Letting**

A letting may be defined as 'any use of the College premises (buildings and grounds) by either individuals, a community group or a commercial organisation'. A letting must not interfere with the primary activity of the College which is to provide a high standard of education to its students.

### **3. Aims**

- To provide a sustainable source of income to the College
- To boost local Community engagement through the provision of a resource
- To ensure the health and safety of both those hiring the facility and the students and staff of the College

### **4. Responsibilities**

The Governing Body is (within the terms of the Further and Higher Education Act 1992 as reflected in the College's Instrument and Articles) responsible for the effective and efficient use of resources, the solvency of the College and safeguarding their assets. Following initial approval by the Governing Body the review and monitoring of the Lettings Policy will be delegated to the Finance and General Purposes Committee.

The Principal is responsible for the management of lettings, in accordance with this policy. Where appropriate, the Principal may delegate all or part of this responsibility to other members of staff, whilst still retaining overall responsibility for the lettings process.

The Estates Manager/Finance Assistant will be the first point of contact with Hirers, ensure the appropriate identification of facilities and have day to day responsibility for bookings and communication with relevant parties.

The Health and Safety Officer will ensure facilities are safe for the intended use.

The Finance Department will be responsible for invoicing and ensuring timely payment.

If a letting involves contact with the College's students, the Vice Principal (Student Support) will be responsible for ensuring that all personnel involved have the appropriate recruitment and vetting checks in accordance with the Staff Recruitment Policy of the College.

Lettings will not be made to persons under the age of 18.

All Hirers must state the purpose of the hire including naming any guest speakers. Hire of venues to political, religious or pressure groups, for whatever reason shall not mean there is any endorsement of the groups or their activities. A preliminary risk assessment will be carried out prior to any letting to ensure that the letting is consistent with the values and Strategic Aims of the College including its commitment to Equality and Diversity and the Prevent Duty. Where there is

deemed to be a potential risk, a referral will be made to the Designated Safeguarding Lead. The College reserves the right not to let its facilities to any organisation, group or individual deemed to be at odds with the values of the College.

It will be the responsibility of the Hirer to identify whether the facilities are suitable in respect of the protected characteristics and advice given accordingly.

The Hirer is responsible for ensuring that the number of persons using the premises does not exceed that for which the application was made and approval given, and that all terms and conditions are being adhered to, including responsibility for payment of all fees or other sums due in respect of the letting.

It is the Hirer's responsibility to ensure that all those attending the premises are made aware that they do so entirely at their own risk. A Risk Assessment will be conducted for each hiring/activity by both the College and Hirer together. Copies must be given to the Hirer and kept on file in College.

Anyone hiring the College for an event or events will be expected to have in force a Public Liability Insurance Policy with a reputable insurer for not less than £2,000,000. The Hirer must produce the Certificate of Insurance Policy before the letting can be confirmed.

## **5. Monitoring of Lettings**

The Policy will be reviewed every three years. An Annual Report will be issued to the Finance and General Purposes Committee every Autumn Term.

## **6. Related Policies**

Health and Safety Policy  
Fire Safety Policy  
Safeguarding and Child Protection Policy  
Staff Recruitment Policy  
Equality and Diversity Policy  
Data Protection Policy  
Environmental Policy  
Complaints Policy  
Appeals Procedure (Non Staff)

## **B. The Administrative Process**

Those seeking to hire part of the College should approach the Estates Manager/Finance Assistant who will identify their requirements and clarify the facilities available.

An Enquiry Form should be completed at this stage to provide basic details of the applicant.

The Estates Manager/Finance Assistant will carry out a preliminary risk assessment prior to any letting, consulting as appropriate, to ensure that the letting is consistent with the values and Strategic Aims of the College including its commitment to Equality and Diversity and the Prevent Duty. Where there is deemed to be a potential risk, a referral will be made to the Designated Safeguarding Lead.

The Finance Assistant will contact the enquirer via email of outcome and send a copy of the Lettings Policy, along with a copy of the Terms and Conditions and the Privacy Notice for the College.

On confirmation of the booking, the Hirer will be sent a letter of confirmation which will include a breakdown of the booking and the costs, and a Lettings Agreement along with a Risk Assessment which must be completed ahead of the hire.

The Finance Department will invoice the Hirer in accordance with the Terms and Conditions of the hire.

No letting should be regarded as booked until the Lettings Agreement is signed and returned with a copy of the Public Liability Insurance cover and any deposit or pre-payment has been paid.

No public announcement of any activity or function taking place should be made by the Hirer until the booking has been formally approved.

### **Charges for a Letting**

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
- Profit element

The specific charge levied will be reviewed annually by the Finance and General Purposes Committee for implementation from the beginning of the next financial year with effect from 1<sup>st</sup> August of that year. Current charges will be provided in advance of any letting being agreed.

Invoices for regular bookings will be raised in arrears the month following the letting, and payment in full is due no later than 14 days after the issue date of the invoice. Failure to pay in these timescales may jeopardise future bookings.

All 'one-off' events will be invoiced between the time of confirmation and 4 weeks prior to the booking. The Hirer must pay the balance of the hire for single bookings no later than 14 days prior to the date for which the premises are booked. The College may require the payment of a refundable damage retention charge of £100 for 'one off' events. This payment will be made to the College at least one week before the event and will be refunded after the event if there are no additional charges to be made. If there is damage, or the need for Estates staff or cleaners to work longer than expected after the letting, such charges will be invoiced to the Hirer. In these circumstances the damage retention charge will be used against any invoice raised to cover

damage or cleaning charges. If a 'one off' event is cancelled by the Hirer less than 72 hours in advance of the day of the event, this deposit will be retained.

All lettings fees which are received by the College will be paid into the College's main account. Income and expenditure associated with lettings will be regularly monitored.