




Lettings policy

Moat Community College

Approved by:  Brian Killeen, Principal	Date: 17/05/2023
Last reviewed: N/a	
Next review due by: May 2024	

Lettings Policy

Introduction

The governors recognise the value of making the college available for hiring where possible, provided that any hiring is not detrimental to the college or its students. The purpose of this document is to ensure that any group or person hiring the college does so in a manner that is safe and acceptable. All hiring will be at the discretion of the governing body or its representatives who may refuse a hiring if they consider it is in the interests of the College to do so.

Aims

Make sure the college's premises and facilities can be used, where appropriate, to support the community.

Allow the hiring of the premises without using the college's delegated budget to subsidise this.

Charge for the use of the premises to cover the costs of hire and, where appropriate, raise additional funds for the college.

Not let any hiring out of the premises interfere with the college's primary purpose of providing education to its students.

Areas available for hire

The college will permit the hire of the following areas: Sports hall and the Football Pitch (ATP) for the purpose of sporting activities only.

Capacity and charging rates

The capacity and rates for hiring each area are as follows:

AREA	CAPACITY	COST
Sports Hall	40	£25 per hour
Football Pitch (ATP)	50	£50 per hour (full pitch) £25 per hour (half pitch)

Charging rates and principles

The rates for hiring out different areas are listed in the table in the section above. We may decide that certain organisations or activities can use the premises for a reduced rate, or free of charge, if it supports the core aims of the college.

Opening times

The current opening times are provided on the online booking system.

Cancellations

We reserve the right to cancel any agreed hiring and will aim to give a minimum of 5 days' notice. In certain circumstances this may not be possible, for example extreme weather conditions, in which case we will contact you as soon as possible. A full refund will be issued if we do cancel a hire. The college shall not be liable for any indirect or consequential losses, including (without limitation) any loss of profits, loss of business or the loss of any revenue arising out of the cancellation of any hire.

The hirer of the premises can cancel any hire with a minimum of 5 days but we do ask for as much notice as possible. If less notice than this is given, the licensee shall not be entitled to a refund.

Review

The revenue raised from hiring out will be reviewed by the Business Manager and will be fed into the college's financial reporting, to ensure best value is being achieved.

Booking process

Those wishing to hire the premises should complete the online booking form, <https://moat.checkfront.co.uk/reserve/>

Full payment will be made at the time of booking.

The hirer will need to provide their own public liability insurance.

We reserve the right to decline any applications at our absolute discretion, in particular where the organisation does not uphold the values of the college, or reputational damage may occur.

Terms and conditions of hire agreement

The following terms and conditions must be adhered to in the hiring of the college premises. Any breach of these terms will result in cancellation of future hires without refund.

“Hirer” means the person or entity identified in the relevant hire request form.

- The hirer shall pay the full amount as stipulated by the college and shall not be entitled to set off any amount owing to the college against any liability.
- The hirer shall not sub-agreement any of the premises under the agreement.
- The hirer shall not use the premises for any purpose other than that agreed upon in the agreement, as set out in the online form.
- The hirer shall be responsible for all matters relating to health and safety and shall be responsible for those in attendance during the specified time and must take out its own public liability insurance. First Aid will be the responsibility of the hirer.
- The hirer shall indemnify and keep indemnified the college from and against: any damage to the premises or college equipment.
- The hirer will read the emergency evacuation procedures and be ready to follow them in the event of a fire or other similar emergency.
- The hirer will leave the premises in the condition it was found in, leaving the area clean and tidy and not leaving any of their own equipment behind.
- The hirer shall not display any advertisement, signage, banners, posters, or other such notices on the premises without the prior written agreement from the college.
- The hirer is responsible for carrying out any risk assessments of the premises relating to the activities they are running.

Safeguarding

The college is dedicated to ensuring the safeguarding of its students at all times.

It is the responsibility of the hirers to ensure that safeguarding measures are in place while hiring out the space.

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

The Hirer shall ensure that where a hiring involves activities aimed predominantly at children, and/or the activity is positively supported by the college for the attendance of children, they have appropriate safeguarding policies and procedures in place, and that they themselves and those persons likely to have contact with children have been subject to an enhanced DBS check. The governors reserve the right to require the Hirer to produce evidence that enhanced DBS checks have been carried out on all persons and to review safeguarding policies and procedures to impose any additional requirement they consider appropriate in connection with the hiring. If for any reason the governors are not satisfied they then reserve the right to cancel any hiring and there shall be no liability to the hirer other than to refund any hiring fee or deposit paid.

Health & Safety

To ensure hirers' time spent on our premises is a happy and safe one, we draw their attention to the following health and safety issues that become their responsibility during the hire period: -

A generic risk assessment is available for the facilities they wish to hire; however it is the Hirer's responsibility to amend these to take into account the activities to be undertaken.

We expect hirers to familiarise themselves with the following:

- Fire alarm points
- Fire evacuation procedures
- Location of an emergency telephone
- Location of the duty premises officer and contact telephone number
- Toilet access
- Entrance and exit locations.

Whilst we endeavour to maintain the building and equipment to a high standard, if hirers have any cause for concern about the state of the building or equipment, please ensure it is reported immediately to the duty premises officer so that the issue(s) can be rectified as soon as possible. Should any of the participants be involved in an accident on site please inform the duty premises officer.

Conditions of hire

The premises shall not be hired to any organisation which has racist aims.

The college may cancel any hiring if, in their opinion, the organisation on behalf of which the premises are hired, has racist policies, regardless of the stated reason for the hiring of the premises. In such event neither Moat Community College nor the Governors shall incur any liability to the Hirer whatsoever, other than to return any hiring fee paid by the Hirer in respect of such cancelled hiring.

The College reserves the right to remove/cancel dates, eg during exam periods and occasionally at short notice, or terminate the whole contract if deemed necessary.

For hirers' safety and security while using our facilities, we advise them that CCTV cameras are in operation across the site.

The college expects all hirers to be respectful to its staff and will not tolerate any verbal or physical abuse towards Moat Community College staff. If the hirer, or members of the hiring party are found to be disrespectful, we reserve the right to cancel the booking and refuse any future bookings.

The college operates a STRICT NO-SMOKING policy within the college grounds and facilities. There must be no chewing of gum anywhere on the college site.

Spiked footwear is not allowed on any surface on the college site.

The Hirer is responsible for the behaviour of members of their group, and they must ensure minimum noise and disturbance is made on arrival or departure.

All vehicles parked on the college site are parked at the owners' risk and no liability is accepted for damage to such vehicles or their contents.

Risk Assessments

Generic risk assessments for the sports hall & ATP are available on request. The hirer is responsible for activity specific risk assessments.