

POLICY ON THE CONDITIONS FOR EXTERNAL HIRE OF COLLEGE PREMISES

Date of creation	October 2018
Date of equality impact assessment	Equality Impact Assessment - All Documents
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Approved by	ELT
Date of approval	23/11/21
Date of next review	November 2022

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Policy Statement

Barnet and Southgate College is committed to providing high quality education, training and facilities to ensure that our learners achieve their goals in a safe environment. The safety and care of staff, volunteers and visitors is paramount and the college work in partnership with Local Authority Safeguarding teams, the Police, and other relevant organisations to ensure this.

1. Applications for Hire

- 1.1. All applications must be made in writing on the appropriate booking form following any initial telephone calls. The College reserves the right to refuse any application without stating its reason for doing so.
- 1.2. Applications will not be considered:
 - a) From persons under 18 years of age; or
 - b) If made otherwise than upon the official booking form.
- 1.3. Applications must be completed and returned **within 21 days** or the date it is to be hired may be given to someone else.
- 1.4. 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.
- 1.5. Where the College is not familiar with the organisation, references may be requested prior to approval of venue hire, and payment must be made in full before the event takes place. Payment will be made in total at least 4 weeks prior to event.
- 1.6. A deposit is required for bookings over £1000 and subject to the College discretion.
Deposit will be refunded after event

2. Accommodation

- 2.1. 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:

Room Type/ Campus	Close Seated Concert Style	Tables & Chairs
Tudor Hall WS	77	40
Alderman Suite WS	50	30
Lecture Theatre WS	70	n/a
Committee Room WS	35	20

Lecture Theatre SG	58	n/a
LLDD Sports Hall SG	70	40
Main Sports Hall SG	140	110
LLDD Drama Studio SG	40	50
Large Classroom COL/ SG/ WS/ EG	30	20
Small Classroom COL/ SG/ WS/ EG	20	15
Lab SG/ WS	NA	20

WS = Wood Street Campus / Col = Colindale / SG = Southgate Campus / EG= Edmonton Green

Please note that these figures may change due to government legislation of which the college has no control over, figures are the **maximum** for each location. Numbers may reduce dependent upon your requirements.

3. Charges

3.1. For new customers a nominal fee of £250 will be included to cover any additional cleaning costs. This is refundable against any single future booking. This charge will not be applied to repeat customers. Term Time Only Monday to Friday. Saturday & Sunday to be advised on booking

Room Type/ Campus	Full Rate (£) Per hour	Concession (£) Per hour
Tudor Hall WS	45	40
Drama Studio SG/ WS	45	35
Lecture Theatre SG/ WS	35	30
Committee Room WS	25	20
Sports Hall SG	35	30
Large Classroom COL/ SG/ WS/ EG	15	13
Small Classroom COL/ SG/ WS/ EG	25	20
Computer / IT Room COL/ SG/ WS/ EG	55	50
LLDD: Classroom SG	25	20
LLDD: Sports Hall SG	55	50
Lab SG/ WS	M-F Day Rate	£1,500
Lab SG/ WS	Saturday	£2,000

Lab SG/ WS	Sunday	£2,500
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Please note: Concessionary status only applies to those clients who are either registered charities or who are educational organisations.

4. Approval of an event

4.1. An event will not be approved to proceed if:

- a) there are reasonable grounds for believing that the speaker or other persons at the event will incite others to commit criminal acts, such as acts of violence and/or the incitement of racial or religious hatred.
- b) there are reasonable grounds for believing that opinions may be expressed in a way that is contrary to English law, or which infringe the human rights of others.
- c) the event is likely to contravene health and safety legislation, or cause a breach of the peace, or cause a public order offence.
- d) the scale or nature of the event is demonstrably unsuitable for the College's facilities or is likely to disrupt its other activities.
- e) staff, students or other internal or external groups or individuals have misled the College about the nature of the event by falsifying or concealing information.

The College is committed to its safeguarding responsibilities and a copy of the Safeguarding Policy is available on the website. The College insists that all hirers are fully aware and adhere to this policy. In addition, organisations should also ensure that:

- a) Any organisation hiring has in place robust policies and procedures for safeguarding which outlines the organisations commitment to the prevent duty guidance
- b) All those working on college premises for the hirer have received training in safeguarding and child protection
- c) The hirer is compliant in its legal duties to undertake safer recruitment vetting checks on their staff
- d) All publications and/or promotional materials used whilst onsite should not be left behind following use of the college premises

5. Sub-letting

5.1. The Hirer shall not sub-let the accommodation at any time.

5.2. Leaseholders will need an agreement in place with the college & abide by the lease contract.

6. Cancellation and Postponement of Hiring

6.1. The College shall be entitled to cancel the hire:

- 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.

6.2. 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.

6.3. Cancellation or postponement of hiring should the Hirer cancel within a week of the event is liable for full cost of hire.

7. Prevention of Use of Accommodation through Unforeseeable Events

7.1. 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 major, 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.

8. Right of Entry

8.1. Any duly authorised officers of the College on duty shall at all times have free ingress and egress to and from the Hall, Classrooms or any other premises owned by the College.

9. Maintenance of Good Order

9.1. The Hirer shall, at all times, be responsible for the maintenance of good order during the function, all persons attending must not engage in unacceptable behaviour or bring the College into disrepute. They will not be permitted to enter, remain, or otherwise make use of the accommodation. The hirer shall ensure that no-one trespasses on parts of the College not hired by themselves. Upon the instructions of the College staff, the Hirer shall remove any persons from the accommodation. The College is not required to provide supervision in any manner whatsoever.

9.2. The Hirer should not exceed maximum capacity of facilities which have been agreed at the time of booking due to health & safety legislation.

10. Prohibitions

10.1. All hiring's 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.

11. Parking of Vehicles

11.1. 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 regard to parking of vehicles are strictly observed.

12. Smoking

12.1. Smoking is not permitted in any part of the College.

13. Alcoholic Beverages

13.1. No alcoholic beverages shall be sold for profit onto the premises.

14. Damage, Loss and Accidents

- 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 requires such insurance to be affected and the production of evidence of the same. Failure to comply shall result in the cancellation of the hiring.
- c) All incidents including injury to personnel and/or damage to property must be reported to the College.
- d) 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.
- e) Depending upon the activity and hirer a written risk assessment may be required by the College before the booking is confirmed.
- f) The use of pyrotechnics, fireworks etc. are forbidden.

15. First Aid

15.1. The College requires all hirers to ensure that first aid cover for the event is provided and evidenced. 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. All incidents that occur on College premises must be reported to the college.

16. Emergency Evacuation

- 16.1. The hirer is subject to the Health & Safety policy of the College and should familiarise themselves with the appropriate emergency procedures and regulations.
- 16.2. Hirers are responsible for ensuring the safe evacuation of all people on site as a result of the letting in the event of a fire or any other emergency. The need for evacuation should be signalled by the activation of the fire alarm system. The evacuation procedure for each site is shown on the appropriate appendix.
- 16.3. In the event of an emergency, the Premises should be evacuated in an orderly manner using the appropriate exits, and the Fire Brigade called. The exact location of fire exits, and fire extinguishers must be noted before the Premises are occupied and the manner of opening fire doors should be made known to your guests.

17. Portable Electrical Appliance Testing (P.A.T.)

- 17.1. 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 the right to refuse the use of any such equipment if it is not satisfied with its documentation or condition.

18. Equal and Diversity

- 18.1. The College has an Equality, Diversity & inclusion strategy available to view on the College website. The College is committed to achieving equality and diversity for all its learners, staff, and the broader community which it serves. We welcome, celebrate and value the diversity of our learning community and seek to promote an inclusive learning and working environment where everyone can achieve to their full potential. We have a zero tolerance of discrimination, harassment or bullying of any kind.
- 18.2. The College requires all hirers to apply these principles to 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.
- 18.3. Barnet and Southgate College is committed to freedom of expression within English law. A copy of our Freedom of Expression statement is available on the website.

19. Safeguarding Issues

- 19.1. The College is committed to its safeguarding responsibilities and a copy of the Safeguarding Policy is available on the website. The College insists that all hirers fully aware and adhere to this policy. In addition, organisations should also ensure that:
 - they have in place robust policies and procedures for safeguarding
 - their staff have received training in safeguarding and child protection
 - they are compliant in its legal duties to undertake safer recruitment vetting checks on their staff

20. Performing Rights Society Ltd Copyright and Royalties

20.1. In the case of a function where receipts are taken for a performance the hirer shall disclose to the College the net Box Office receipts taken at their event within the 4 weeks following the event. This information is required by law for the return to The Performing Rights Society Limited.

20.2. The hirer must seek all permission required to perform works and make arrangement for the payment of any taxes or of any royalties chargeable in respect of the function.

21. Special Conditions

- 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 left unsupervised.
- d) No bottled gas shall be brought onto the premises.
- e) The Hirer will be mindful of noise levels for our neighbours and the wider community.

CONTACT DETAILS FOR LETTINGS:

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