

Lettings Policy and Procedures

SLT Member responsible for policy	Vice Principal Finance & Resources
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1. Policy Objectives

This policy seeks to ensure that:

- The welfare of all site users is maintained by ensuring the implementation and practise of safeguarding duties (including the Prevent Duty) and health and safety measures
- The College has a set of lettings procedures that are fair, equitable and clear
- Lettings systems and decisions are planned and applied consistently to all customers for the entire estate of the College
- Lettings charges are devised in a logical and commercial way in line with College objectives to increase use of facilities across the year
- The College can respond flexibly to market forces and maximise use of the site
- The College generates an increasing proportion of overall income from lettings income
- The College develops appropriate and effective targets maximising the use of facilities

The purpose of the procedures is to provide a framework within which Hereward College's facility and equipment lettings and hiring will be devised and operated. The procedures also set a framework for ensuring that comprehensive systems and information regarding lettings is available and accessible to customers, staff and Governors. The policy has been written in accordance with the AoC sample lettings policy.

Hereward College's approach to the lettings and hiring of facilities and equipment (such as classrooms, specialist facilities for sport and the arts, equipment such as ICT and multi-media) is reviewed on an annual basis. The lettings procedures have an impact on the educational character of the College and is therefore approved by the Senior Leadership Team.

2. General Principles

The College seeks to ensure that arrangements for lettings are consistent with all relevant policies and specifically the Children and Adults Safeguarding policies; the Vetting of External Speakers Policy, the Prevent Strategy and the Health & Safety Policy.

The Governing Body of Hereward College will make the accommodation, site, facilities and equipment available to the community when it does not conflict with either the interests of its students or the work of its staff.

Any surplus generated by such lettings will be used solely to benefit the education of those students attending the College in line with the published governing document, mission and strategic priorities

All lettings are made in line with the Terms and Conditions set out in Appendix 1, group bookings will be by approval of the Designated Safeguarding Lead (DSL) and individual respite bookings by approval of the Care and Independence Service Manager. Respite bookings that use a building occupied by Hereward residential students can only be made for a person under the age 25 years old and with appropriate background knowledge and assessment. Accommodation, facility and equipment hire charges are set using a market appraisal and are

published on the College website in advance of the commencement of each academic year. Charges for the current year are included in Appendix 2.

3. Safeguarding Including Preventing Terrorism and Radicalisation

The College's Children and Adults Safeguarding policies must be consulted and followed when dealing with external organisations that work with children or young people.

All hirers must state the purpose of the hire including naming any guest speakers.

The purpose of each application for hire will be checked and any concerns over the nature of the letting will be reported to the Designated Safeguarding Lead (DSL) before approval is given.

The Bookings Officer will submit an incident report if they suspect that the letting or gathering has been used for political purposes not previously authorised by the Designated Safeguarding Lead (DSL), the dissemination of inappropriate material or other purposes which could be reportable under the statutory Prevent duties or which contravene current legislation in any way.

In considering applications for lettings, the Designated Safeguarding Lead (DSL), or delegated officer, will decide on the approval of the application with consideration to:

- Interference with College activities – priority at all times should be given to College functions
- The availability of facilities
- The availability of staff to open and close the premises
- The College's Children and Adults Safeguarding policies
- Health & Safety considerations e.g. in relation to the number of users, type of activity, and qualifications of instructors if appropriate
- Type of activity and the duty with regard to the prevention of terrorism and radicalisation
- Adequacy of management procedures in place during the hire
- Appropriateness of the letting and whether it is deemed compatible with the ethos of the College

4. Payment Terms

Contracts and relevant risk assessments/care plans are received in advance of hire and an invoice is raised (payable within 30 days).

Charges for standard hire and bookings will follow the Recommended Lettings Charges (Appendix2).

5. Bespoke Bookings

Bookings that require a bespoke range and mix of facilities and equipment may be negotiated with the Bookings Officer and will reflect at all times the requirement of the College to operate in a commercial manner to cover overheads, cleaning, set-up, staffing, and a requirement to generate a surplus.

Payment for such bookings is due upon receipt of invoice.

6. Cancellation and Refund Policy

Type of Hire	Time Frame of Notice	Chargeable Rate
Accommodation overnight stay – single occupancy	Less than 48 hours	Full charge payable
Accommodation overnight stay – single occupancy	Over 48 hours	Full Refund
Accommodation overnight stay – Group booking of 6 or more guests	Less than one weeks notice	Full charge payable
Accommodation overnight stay – Group booking of 6 or more guests	More than one weeks notice	Full Refund
Ad hoc/one off / regular/long term booking facilities & equipment	Less than 28 days notice	Full charge payable
Ad hoc/one off regular/long term booking facilities & equipment	Over 28 days notice	Full refund

The College retains the right to cancel or change bookings due to events beyond its control. If this happens the College will use all reasonable efforts to offer an alternative booking. The College accepts no liability or responsibility if it is unable to provide accommodation, facilities, services or equipment due to any cause which is beyond its control.

7. Interpretation of the Procedures

The College recognises that there may be exceptional circumstances in which a certain level of discretion may need to be exercised in terms of the letting of facilities. The Vice Principal Finance and Resources is ultimately responsible for the Lettings Procedures and will make the final decision on charges after appropriate consultation.

8. Monitoring of this Policy and Procedure

The policy and procedure has been through the College's impact assessment process. The table below explains how this policy will be monitored.

What will be monitored?	How?	By Whom?
Number bookings	Analysis of bookings annually	Technical, Estates and Facilities Manager
Complaints about bookings	Analysis of complaints	PA to the Principal
Refunds	Number and value of refunds	Technical, Estates and Facilities Manager

Appendix 1 – Terms & Conditions

Please note terms and conditions for accommodation bookings are located on the online booking website at www.herewardlodge.org.uk

When you make a booking with us or through us, it is important that you and we know clearly who is responsible for what. This contract sets this out.

The following are the terms and conditions of the contract between you, the “hirer” and Hereward College or any subsidiary of the College.

1. Who is this contract between?

The contract is between Hereward College and the hirer, not any other person or organisation for whom you book facilities, meals, equipment or services. The hirer accepts responsibility for paying all the charges, including any additional charges arising under this contract.

The contract is personal to the hirer and is non-transferable.

2. Provisional bookings

Hereward College may agree to a hirer making a provisional booking which is not subject to any cancellation penalty. If the hirer does not confirm a provisional booking the College reserves the right to cancel it but will endeavour to give 48 hours notice of such action.

3. Confirming Your Booking

Your booking becomes confirmed, on the basis of these terms and conditions, upon receipt by Hereward College of an unaltered Booking Contract signed by you. The Booking Contract will state the accommodation, services, facilities and equipment which you have booked, and it will include a clear statement of any other arrangements which have been agreed between the hirer and the College. The booking is for the accommodation and facilities stated on the contract only, the hirer has no rights to occupy any other areas. It should be noted that some areas of the site such as staff rooms and offices have no access at any time to hirers. It should be noted that all additional equipment and services should be booked and paid for, including photocopying and any stationary requirements.

If the hirer verbally requests a booking confirmation, a signed booking contract must be received by the College within 5 days of the request, or the College may at its sole discretion cancel the booking.

When a hirer confirms a booking it represents agreement that it will pay all the charges set out on the contract for accommodation, equipment, facilities, services and other charges set out on the Booking Contract, unless these are changed or cancelled under the terms set out in clauses 6, 7, 8 or 10 below. In that case the charges must be paid in accordance with the relevant clause.

4. Making a booking more than a year ahead

If a hirer books more than a year ahead Hereward College may need to increase its charges. When the hirer makes the booking it is agreeing to pay the changes for accommodation, facilities, equipment and services set out on the Booking Contract, plus VAT (if this applies), at the rate applicable at the time of the event. Hereward College reserves the right to increase its charges from the figures quoted to the hirer when the booking is made. However, Hereward College will not increase its charges in the 12 months before the event.

Following the confirmation of a booking Hereward College will notify the hirer of any changes to its charges. If the changes would increase the price of the event to the extent that it becomes unviable for the hirer, the booking can be cancelled without financial penalty, provided notice of cancellation is given in writing within 2 weeks of the increased charges notification. If this cancellation notice is not given, the hirer agrees to pay the increased charges.

5. Paying your invoice

Following payment any agreed deposit the hirer will be invoiced for the balance. The balance must be paid within 30 days of the invoice date.

6. Credit checks

Hereward College reserves the right to undertake a credit check at any time to make sure that charges can be met when they fall due. If the College is not reasonably satisfied at any time that the hirer will be able to meet the charges, Hereward College may at its sole discretion, cancel the booking unless payment is made immediately in full.

7. Overseas customers and guarantees

If a hirer is from outside the UK, Hereward College reserves the right to ask for a guarantee of payment from a UK Clearing Bank and to cancel the booking if the guarantee is not provided within 30 days of the request by the college. The hirer will have the right to withdraw its booking, by notification in writing, without charge within 7 days of Hereward College requesting such requirements.

8. Altering a booking

If, by written agreement with Hereward College a booking is altered, the College will send the hirer a new booking form for signature and return within 14 days. Each new Booking Contract issued by Hereward College will, when signed by the hirer, replace any previous Booking Contract.

9. Extra requirements

If the hirer requests any additional facility space, equipment, or services Hereward College will use all reasonable endeavours to provide them. It is not possible to guarantee that all requests will be met and the college has no liability should requests not be met.

10. Cancellations

Cancellations are subject to the following charges:

Type of Hire	Time Frame of Notice	Chargeable Rate
Accommodation overnight stay – single occupancy	Less than 48 hours	Full charge payable
Accommodation overnight stay – single occupancy	Over 48 hours	Full Refund
Accommodation overnight stay – Group booking of 6 or more guests	Less than one weeks notice	Full charge payable
Accommodation overnight stay – Group booking of 6 or more guests	More than one weeks notice	Full Refund
Ad hoc/one off / regular/long term booking facilities & equipment	Less than 28 days notice	Full charge payable
Ad hoc/one off regular/long term booking facilities & equipment	Over 28 days notice	Full refund

11. Provision of final details

Final details must be confirmed in writing 14 days prior to the start of the event. If the hirer does not provide final details, Hereward College may decide what it should supply and charge accordingly.

12. Changes or cancellations by the College because of events beyond our control

The College retains the right to cancel or change bookings due to events beyond our control. If this happens the College will use all reasonable efforts to offer an alternative booking. The college accepts not liability or responsibility if it is unable to provide accommodation, facilities, services or equipment due to any cause which is beyond its control.

13. Changes to room allocations

In order to meet the needs of as many customers as possible Hereward College may alter the allocation of a hirer. There will be no extra charge and no reduction in charge to the hirer if the College alters any allocated space.

14. Arrival and departure times for accommodation

Bedrooms will be available from 3pm on the day of arrival and must be vacated by 10am on the day of departure, unless other arrangements are agreed with the College in writing. Please ensure that all members of the party are aware of this, to avoid an excess charge being applied. Facility space is available at the times shown on the Booking Contract only. Extensions are only possible with the agreement of the College and are subject to the current charging rates.

15. Animals and pets

The only animals permitted on site are assistance dogs by prior arrangement.

16. Behaviour on the College site

The hirer is responsible for the appropriate behaviour for all members of the booking party, and should ensure that they do not cause a nuisance or unreasonable disruption to the College, or its staff, or any other visitors.

The hirer agrees to pay Hereward College for any loss or liability that occurs due to the inappropriate behaviour of a member of the party. The hirer is responsible for holding proper insurances against all such losses and liabilities.

The College requires the hirer to provide a copy of its insurance certificate/s and reserves the right to cancel a booking if sufficient insurance is not in place.

All hirers must state the purpose of the hire including naming any guest speakers. If there are reasonable grounds to suspect the dissemination of inappropriate material or other purposes which could be reportable under the statutory Prevent duties or which contravene current legislation in anyway then the appropriate authorities will be contacted immediately and the hire arrangement terminated.

17. Hirer responsibilities for under 18s & vulnerable adults

It is the responsibility of the hirer to state the purpose of the hire including any guest speakers and to ensure that all necessary safeguarding arrangements for any proposed activity are in place, and this included but is not limited to: i) undertaking and providing a copy to the College of the organisations risk assessments; ii) ensuring that staff are properly qualified, trained (a copy of qualifications may be requested by the College), and briefed to conduct planned activities; iii) seeking and obtaining appropriate levels of

DBS checks (and providing a copy of these on request to the College); iv) ensure that the purpose of the hire does not promote any radicalisation, politics or purpose not disclosed at the point of hire. v). ensuring that appropriate insurance arrangements are in place. vi). All hirers of group bookings should complete and appraise a fire evacuation plan utilising the College fire marshal and route plans. For specific group members who would be unable to independently escape the premises then a personal emergency and evacuation plan (PEEP) needs to be completed.

18. Services provided by an external provider

If the hirer requests that the College arranges for a service to be provided by any third party, the College will only act as an agent. Any resulting contract is between the hirer and the third party providing the services, and the hirer shall be entirely responsible for the payment of the third party's fees, costs and expenses. The College reserves the right to charge an administration charge in this event of up to 15% of the total invoiced value of goods and services. The College will treat the third party as a person visiting the hirer in accordance with clause 16.

19.

20. Eligible body status

Certain bodies can claim eligible status, and thereby Hereward College may at its discretion, and on receipt from the hirer of a declaration of eligibility, exempt the supply with regard to the value added tax (VAT), provided the hirer is contracting with Hereward College rather than any trading arm of the College. Hereward College reserves the right to recover any VAT that should have been charged to customers who have incorrectly declared themselves to be eligible for exemption.

21. Use of the College's Name without Permission

The hirer may not use:

- The name and / or logo of Hereward College or any department or subsidiary without written permission
- Any photographs or videos of any part of the College or students without written permission

22. Damage or loss of property

All information is given and all statements are made by the College in good faith and reasonable endeavours are used to check all information given to the hirer. The College and any subsidiary part of it shall not be liable for any damage or loss to property, valuables or money resulting from information provided by the college or any agent or employee acting for the College, save where such loss or damage is caused by a wilful and negligent act of such person.

While the College uses all reasonable endeavours to ensure the safety of all persons and their property on the College premises, no liability is accepted by the College, or their agents or representatives for the care of property of any description, including money, valuables, luggage, clothing, or motor vehicles belonging to the hirer, members of the booking party, visitors and / or guests, save for where such loss or damage is caused by a wilful or negligent act of such person. The hirer is responsible for ensuring that all rooms relating to the party are locked when not in use and that all members of the group take their money and valuables with them. The College will endeavour to return any items left behind by the hirer. If the hirer cannot identify who the

lost item belongs to, the item will be kept for 1 month before being disposed of.

23. Liability

The College shall not be liable to the hirer in contract tort (including without limitation negligence) and / or breach of statutory duty for any loss or damage which the hirer may suffer by reason of any act, omission, neglect or default (including negligence) in the performance of this contract by Hereward College, its servants or agents. Hereward College shall not be liable to the hirer in contract tort (including without limitation negligence) and / or breach of statutory duty for any loss of profits and / or any indirect or consequential (including economic) loss of any kind which the hirer may suffer by reason of any act, omission, neglect or default (including negligence) in the performance of this contract by the college, its servants or agents.

Provided that nothing in these terms and conditions shall operate as:

- To exclude the College non-excludable liability in respect of death or personal injury caused by the negligence of the College, its servants or agents;
- To affect the statutory rights of the hirer where they are dealing as a consumer within the meaning of the Unfair Contract Terms Act; or
- To exclude the application of section 12 of the Sale of Goods Act 1979; or
- To exclude liability for fraudulent misrepresentation.

24. General

The provisions of these terms and conditions are severable and distinct from one another, and, if at any time any provision is or becomes invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions shall not in any way be affected or impaired.

The rights and remedies of the College in respect of this contract shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time by the College to the hirer nor by any failure of or delay by the College in ascertaining or exercising any such rights or remedies.

Any release, waiver or compromise or any other arrangement of any kind (a release) by the College shall not affect its rights and remedies as regards any other party nor its rights and remedies against the hirer in shoes favour it is granted or make except to the extent of the express terms of the release and no such release shall have effect unless granted or made in writing.

The rights and remedies in this contract are cumulative and not exclusive of any rights and / or remedies provided by law.

These terms and conditions and the contract shall not constitute and shall not be deemed to constitute any relationship of partnership or agency between the College and the hirer and shall not in any way create a lease of the College premises.

The hirer shall not impede in any way the College (or its agents and servants) in the exercise of the College's right of possession and control of each and every part of the College premises.

All notices under this contract shall be in writing and may be served by post or email addressed to the other party at

the address given in the contract or at such other address as a party shall from time to time by notice in writing give to the other party for the purpose of service of notices under this contract and every such notice shall be deemed to have been served. If served by post at the expiration of 3 days after dispatch of the same or if served by email on the next normal business day of the recipient following despatch and in proving service it shall be sufficient to show in the case of a letter that the same was duly addressed and posted in the manner provided and in the case of an email report that it was transmitted to the correct recipient. Saturdays, Sundays and Bank Holidays shall not in any event be treated as days when service is effected, and service shall be deemed to take place on the next normal business day of the recipient.

For the avoidance of doubt nothing in these Conditions shall confer on any third party any benefit or the right to enforce any provision of these Conditions.

Last reviewed 1st December 2016

Appendix 2 – Recommended Lettings Charges

Recommended Lettings Charges¹ for 2016-17²

Area – Residential Rooms	Charge £
Accommodation ³ per room per night (includes VAT)	
Single Room	35
Twin Room	65
Area – All Classrooms	Charge £ per hour
Classrooms – with 10+ PCs & interactive white board	24.00
Classrooms – no PCs	16.00
Area – Learning Resource Centre	Charge £ per hour
Board Room LRC	26.50
Small meeting room (seats 4)	5.50
Large Meeting or training room (LRC	26.50
Small counselling rooms 1:1	5.50
Individual or small study rooms	5.50
Learning Resource Centre (includes 26 PC learning pods)	37.00
Café Mojo	21.00

¹ Daily and weekly discounts will be applied to these prices of between 5 to 50% dependent upon the size of booking

² All prices are exclusive of VAT and are for the space only, equipment, staff & services are booked separately

³ All rooms in A, B, and C Block have been allocated a category for pricing

Area – Main Building	
Conference Room	26.50
Meeting room (8 person)	10.50
Small meeting room (2 person)	5.50
Performing Arts Centre	21.00
Performing Arts Centre – club delivering Hereward session	15.00
Pool Studio	21.00
T.V. Studio	42.00
Music Suite	42.00
Refectory	21.00
Recreation Room includes pool table	10.50
Physiotherapy Suite	21.00
Area – Main Building	Charge £ per hour
Kitchen	15.00
Multi-Purpose carpeted room	10.50
Area – Sports Centre	Charge £ per hour
Sports Hall - Whole hall	31.50
Whole hall– club delivering Hereward disability session	26.50
Per badminton court	8.00
All Weather Pitch - Whole	31.50
Per netball court / Per tennis court	8.50

Equipment Hire⁴	Charge £ per day
T.V. with DVD	10.50
CD Player	10.50
Remote loop	10.50
Data projector PC & internet access where not provided as standard	26.50
Data projector PC & internet access subsequent daily charge	5.50
PC & internet access for students	26.50
Studio lighting & audio	105.00
Laptop & Projector	10.50
Overhead Projector & Portable Screen	10.50
Multi Media Cabinet (1 projector, 1 video/DVD player, 1 wireless microphone)	26.50
Laptop	5.50
Mobile Whiteboard	5.50
Services	Charge £ per hour
Care service 2 hours minimum booking a charge to be calculated against the individual needs of the service user.	TBC
Technician for Performing Arts Centre lighting & audio per hour	
Weekday	38.00
weekend	55.00
Photocopying per side black and white	0.08
Photocopying per side colour	0.25
Catering	Charge Per Item
Full Day Delegate Rate	22.50

⁴ All classroom hires include PC with internet access for tutor, SMARTboard & projector where stated & flipchart

Half Day Delegate Rate without Lunch (Per Person)	12.50
Half Day Delegate Rate with Lunch (Per Person)	17.50
Finger Buffet Menu 1 (Per Person)	5.00
Finger Buffet Menu 2 (Per Person)	8.00
Filter Coffee	0.65
Freshly Brewed Tea (Per Person)	0.49
Tea and Coffee Group of 10	6.00
Still or Sparkling Water (1 litre)	1.75
Jug of Chilled Orange Juice	2.50
Jug of Chilled Cranberry or Apple Juice	2.50
Homemade Cakes (Per Person)	1.50
Biscuits (Per Person)	0.35
Homemade Biscuits (Per Person)	0.75

Initial Equality Impact Assessment Screening

Name of policy or service	Lettings Policy
Author of impact assessment (name and job title)	Simon Shackleton Technical, Estates and Facilities Manager
Date impact assessment completed	
Is this a new or reviewed policy or service?	New policy/service <input type="checkbox"/> Date of policy/service Reviewed policy/service <input checked="" type="checkbox"/> Date of review November 2016

Briefly describe the aims and purpose of the policy	The purpose of these procedures is to provide a framework within which Hereward College's facility and equipment lettings and hiring will be devised and operated
Who is intended to benefit from this policy and in what way?	Staff, students, visitors and hirers.
What could contribute or detract from achieving the aims and purpose of the policy?	Lack of compliance with procedures and legalisation.
What evidence or data has been collected and used to determine the impact on equality groups. Have any data gaps been identified.	None. But this policy applies to all regardless of equality grouping.

		Comments / Evidence
Has consultation on this policy indicated any possible concerns or issues in relation to equality, diversity and inclusion?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Is there an opportunity to promote equality of opportunity by this policy?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	

Potential impact on grounds of:

Race	Positive <input type="checkbox"/> Negative <input type="checkbox"/> No impact <input checked="" type="checkbox"/>	
Disability	Positive <input checked="" type="checkbox"/> Negative <input type="checkbox"/> No impact <input type="checkbox"/>	Consideration of the safety and welfare needs of vulnerable adults and children.

		Comments / Evidence
Gender	Positive <input type="checkbox"/> Negative <input type="checkbox"/> No impact <input checked="" type="checkbox"/>	
Gender reassignment/identity	Positive <input type="checkbox"/> Negative <input type="checkbox"/> No impact <input checked="" type="checkbox"/>	
Age	Positive <input type="checkbox"/> Negative <input type="checkbox"/> No impact <input checked="" type="checkbox"/>	
Sexual orientation	Positive <input type="checkbox"/> Negative <input type="checkbox"/> No impact <input checked="" type="checkbox"/>	
Religion or belief	Positive <input type="checkbox"/> Negative <input type="checkbox"/> No impact <input checked="" type="checkbox"/>	
Marriage and civil partnerships	Positive <input type="checkbox"/> Negative <input type="checkbox"/> No impact <input checked="" type="checkbox"/>	
Pregnancy and maternity	Positive <input type="checkbox"/> Negative <input type="checkbox"/> No impact <input checked="" type="checkbox"/>	

If any potential negative impacts of this policy or service have been identified, then a full equality impact assessment form should be completed.