



# Castle Donington College

## Lettings Agreement

Date agreed by the Local Governing Body

Date for review

August 2023

*This College follows Guidance and Advice given by the Local Authority and Government when writing policies; in light of this, changes may need to be made after the adoption of this policy and prior to the review date. Data will be processed in line with the requirements and protections set out in the General Data Protection Regulation.*

# Castle Donington College Lettings Agreement

## Introduction

The Local Governing Body recognises the value of making Castle Donington College available for hire where possible, provided that any hiring is not detrimental to the College or its students. The purpose of this agreement is to ensure that any group or person hiring the College does so in a manner that is safe and acceptable.

## Responsibilities

The Local Governing Body will:

- ensure that hirers are aware of their responsibilities for health and safety and emergency procedures.
- delegate the responsibility to the Principal to decide whether the attendance of the Premises Officer is required at a hiring, taking into account issues like health and safety, security and the nature of the activity.

## Definition of a Letting

A letting may be defined as *“any use of the College premises (buildings and grounds) by either a community group (such as a local music group or football team), or a commercial organisation (such as the local branch of ‘Weight Watchers’)”*.

## Health and Safety Information to Hirers

To ensure your time spent at Castle Donington College is a happy and safe one, we would like to draw your attention to the following health and safety issues that become your responsibility during the hire period.

1. Once the booking has been confirmed, we will supply you with a generic risk assessment for the facilities you have hired. However, it is your responsibility to amend these risk assessments, to take into account the activities you and your participants are undertaking. You should submit a copy of your amended risk assessments one month prior to the first date of the booking.
2. During this visit we will familiarise you with the following:
  - Fire alarm points. (Use these to sound the alarm if necessary – this will automatically alert the emergency services and start the continuous emergency evacuation alarm.
  - Toilet access.
  - Drinking water access.
  - Access and egress
3. You will be required to:
  - Keep a register of people in the building and inform Reception when all your participants have left the building.
  - Familiarise all participants with the position of the fire alarm call points; fire evacuation routes, and fire assembly point.
  - Ensure you have made specific arrangements to evacuate wheelchair users from the building or to the fire refuge point.

4. Whilst we will endeavour to maintain the building and equipment to very high standards, if you have cause for concern about the state of the building or equipment, please ensure you report it immediately to Reception so that the issue(s) can be rectified as soon as possible. Should you or any of your participants be involved in an accident on site you must inform Reception who may require you and/or your participants to complete an accident form.
5. We will expect you to have suitable insurance for the activities that will be undertaken at Castle Donington College. You should provide evidence of your Public Liability cover.

### **Attendance**

The Hirer shall be responsible for ensuring that the number of participants using the premises does not exceed that for which the application was made and approval given.

### **Behaviour**

The Hirer shall be responsible for ensuring the preservation of good order for the full duration of the letting and until the premises are vacated. Participants should show consideration to other College users and neighbouring properties.

### **Public Safety**

The Hirer shall be responsible for the prevention of overcrowding (such as would endanger public safety), and for keeping clear all gangways, passages and exits. The Hirer shall be responsible for providing adequate supervision to maintain order and good conduct, and - where applicable - the Hirer must adhere to the correct adult/child ratios applicable to their activity at all times.

### **Own Risk**

It is the Hirer's responsibility to ensure that all those attending are made aware of the fact that they do so in all respects at their own risk.

### **Child Protection**

The Hirer must provide copies of relevant policies / procedures and certificates to ensure the safeguarding and child protection if the participants are young persons.

### **Damage, Loss or Injury**

The Hirer must produce evidence that it has appropriate public liability insurance to cover all its legal liabilities for accidents resulting in injuries to persons (including all participants in the activity for which the premises are being hired), and/or loss of or damage to property, including the hired premises, arising out of the letting. The minimum limit for this insurance cover is £5 million.

The College will not be responsible for any injury to persons or damage to property arising out of the activities undertaken and supervision thereof during the letting of the premises.

### **Furniture and Fittings**

Furniture and fittings shall not be removed or interfered with in any way. No fittings or decorating of any kind necessitating drilling, or the fixing of nails or screws into fixtures which are part of the College fabric, are permitted. In the event of any damage to premises or property arising from the letting, the Hirer shall pay the cost of any reparation required.

## **College Equipment**

This can only be used if requested on the initial application form, and if its use is approved by the Services Manager and Community Leisure Manager. Responsible adults must supervise the use of any equipment that is issued and ensure its safe return. The Hirer is liable for any damage, loss or theft of College equipment they are using, and for the equipment's safe and appropriate use. Use of the College's resources, including telephones and photocopiers, is not included in a letting arrangement unless expressly agreed at the time of the letting.

## **Hirer's Equipment**

The hirer should state on the hire agreement any equipment he/she intends to bring into College. They are responsible for ensuring the suitability of the equipment and for ensuring that it is in good order.

Any electrical equipment brought by the Hirer onto the College site **MUST** comply with the Guidance on Portable Electrical Appliance Equipment. Equipment must have a certificate (Portable Appliance Test) of safety from a qualified electrical engineer. The intention to use any electrical equipment must also be notified on the application.

## **Car Parking Facilities**

Subject to availability, the Hirer and other adults/visitors involved/attending the letting may use the College car parking facilities. The College will not accept any responsibility in terms of damage, theft or loss of any car left in the car park during the hire period.

## **Toilet Facilities**

Access to the College's toilet facilities is included as part of the hire arrangements. The Hirer must ensure that any under 16 participants are accompanied by an adult member of their party.

## **First Aid Facilities**

There is no legal requirement for the College to provide first aid facilities for the Hirer. It is the Hirer's responsibility to make their own arrangements, which may include the provision of first aid training for supervising personnel, and the provision of a first aid kit, particularly in the case of sports lettings. The Hirer shall give the College the name of their first aider attending. It is recommended that the hirer has access to a mobile phone at all times throughout the letting to cover any emergency event.

## **Food and Drink**

No food or drink may be prepared or consumed on the property without the direct permission of the Local Governing Body, in line with current food hygiene regulations. All litter must be placed in the bins provided – with due regard being given to College recycling facilities.

## **Intoxicating Liquor/Drugs**

No intoxicants/drugs shall be brought on to or consumed on the premises. Any person thought to be under the influence of alcohol or drugs will be refused admittance.

## **Smoking**

The whole of the College premises is a non-smoking area, and smoking is not permitted within College buildings or on College grounds at any time. This includes E-Cigarettes and Vaping.

### **Suitable footwear**

Suitable footwear should be used. No stiletto or any type of thin heel is to be worn. If activities involve outdoor use, participants should ensure footwear is cleaned before re-entering the premises.

### **Copyright or Performing Rights**

The Hirer shall not, during the occupancy of the premises, infringe any subsisting copyright or performing right, and shall indemnify the College against all sums of money which the College may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

### **Sub-letting**

The Hirer shall not sub-let the premises to another person.

### **Charges**

Hire charges are reviewed annually and current charges are set out in the Fees Charges and Bookings Leaflet.

### **Variation of Scales of Charges and Cancellations**

The Hirer acknowledges that the charges given may be increased from time to time and that the letting may be cancelled, provided that in each circumstance at least 28 days' notice is given by either party to the hire arrangement. The hirer may be charged for the letting if insufficient notice (i.e. less than 28 days) is given to cancel the hire agreement. It is the hirer's responsibility to notify participants (parents where participants are of College age), preferably in writing, of any changes in dates or venues at least one week in advance.

### **Security**

The Local Governing Body will hire and pay for a person to be responsible for the security of the premises before, during and after the hire, and for the cleaning of the premises after its use. This cost will be included in the charge for the letting. If no suitable person can be employed, then the letting will not be allowed or will be cancelled. Only named key holders may operate the security system. Keys must not be passed to any other person without direct permission of the Local Governing Body of the College. The person responsible for the security of the premises must comply with the Health and Safety Policy.

### **Right of Access**

The Local Governing Body reserves the right of access to the premises during any letting. The Principal (or delegated officer) or members of the Local Governing Body, may attend to monitor activities from time to time.

### **Conclusion of the Letting**

The Hirer shall, at the end of the hire period, leave the accommodation in a reasonably tidy condition, all equipment being returned to the correct place of storage. If this condition is not adhered to, an additional charge may be made.

**Vacation of Premises**

The Hirer shall ensure that the premises are vacated promptly at the end of the letting. The Hirer is responsible for supervising any children taking part in an activity until a responsible adult collects them.

**Promotional Literature/Newsletters**

A draft copy of any information proposed for distribution which contains any reference to the College must be sanctioned by the Principal/Services Manager at least one week prior to proposed distribution by the hirer.

# Castle Donington College

## Application To Hire The Facilities

<b>Organisation / Applicant</b>	
<b>Contact Name</b>	
<b>Address</b>	
<b>Telephone Number</b>	
<b>Email</b>	

<b>Treasurer or person to whom invoices are to be sent</b>	
<b>Name</b>	
<b>Address</b>	
<b>Telephone Number</b>	
<b>Email</b>	

<b>Details of Hiring</b>	
<b>Purpose for which premises are required:</b>	
<b>Date(s): <i>(from/to)</i></b>	
<b>Times of booking: <i>(from/to)</i></b>	
<b>Facilities Required:</b>	
<b>Additional Details / Requirements:</b>	

Select each relevant box to indicate that you have received information and / or instruction about these issues / items:

Criteria	Yes	No
Facilities Risk Assessment(s)	<input type="checkbox"/>	<input type="checkbox"/>
Insurance requirements	<input type="checkbox"/>	<input type="checkbox"/>
Fire Alarm Points	<input type="checkbox"/>	<input type="checkbox"/>
Fire evacuation procedures	<input type="checkbox"/>	<input type="checkbox"/>
Evacuation routes	<input type="checkbox"/>	<input type="checkbox"/>
Assembly Point	<input type="checkbox"/>	<input type="checkbox"/>
Location of a telephone / radio	<input type="checkbox"/>	<input type="checkbox"/>
Location of the First Aid Kit	<input type="checkbox"/>	<input type="checkbox"/>
Toilet access	<input type="checkbox"/>	<input type="checkbox"/>
Drinking water access	<input type="checkbox"/>	<input type="checkbox"/>
Entrance and Exit access and security systems	<input type="checkbox"/>	<input type="checkbox"/>
Information about the requirements of the Fire Evacuation Plan	<input type="checkbox"/>	<input type="checkbox"/>
Information about reporting damaged or faulty building infrastructure and/or equipment	<input type="checkbox"/>	<input type="checkbox"/>
Information about reporting accidents	<input type="checkbox"/>	<input type="checkbox"/>

I/We agree to the conditions of use as laid out in the 'Conditions of Facilities Hire & Community Use' and agree to abide by them.

I/we confirm that I am over 18 years of age, and that the information provided on this form is correct.

<b>Signed:</b>	
<b>Dated:</b>	