

Facilities Letting Policy

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Policy owner	Director of Estates
Policy author	Andrew Crowter
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1. POLICY STATEMENT

1.1 BMet aims to maximise the use of its accommodation by letting its facilities to students, staff, the local community and all college stakeholders to support activities of value to the community and, where appropriate, to generate income streams making a positive contribution to the College finances.

1.2 In letting its accommodation and facilities, BMet College aims to:

- ensure facilities are available for priority student use during normal college working hours;
- be consistent with the College's Equality & Diversity policy;
- support the community in sporting, cultural and educational pursuits;
- support community involvement and cohesion;
- maximise the commercial opportunity for lettings;
- provide a professional service to users of the premises and ensure good customer care;
- ensure all costs are fully calculated and covered including administrative costs;
- make sure users treat the facilities and stakeholders with respect and understand the colleges Ready, Respectful & Safe ethos; and
- support the government, PREVENT agenda and ensure the college Safeguarding team or Local Authority are informed immediately of any concerns.

2. RESPONSIBILITIES AND OBLIGATIONS

2.1 This policy applies to all external usage of BMet facilities whether there is a financial payment for services or these are approved as supporting community activity and provided for free.

2.2 All staff are required to comply with this policy and the processes embedded within the policy.

3. PROCEDURE/COMPLIANCE OBLIGATIONS

3.1 Letting of Sports Facilities and College Premises

The Estates Department is responsible for co-ordinating the use of College facilities and premises for external lettings.

Following requests from organisations or individuals, suitable accommodation will be sought and approval will be sought from the Vice Principal or Curriculum Manager i.e. Dance Studios, Drama Studios and Sport Facilities.

A booking form (Annex A) and the signed terms and conditions (Annex B) will then be sent for signature and returned to confirm the booking.

In determining suitability of a hire, the following will be considered:

- Length and frequency of proposed hire.
- Compliance with college policies.
- Impact on students.
- Impact on stakeholders.
- Impact on curriculum.

Signing of the booking form by the hirer confirms acceptance of the terms in relation to charging and cancellation.

Accommodation will only be reserved upon receipt of a completed and approved booking form.

Vice Principals will be informed of all bookings that have been agreed.

Approval of the booking form will involve where relevant, consideration of the proposed hirer's safeguarding policy, (including PREVENT), Enhanced DBS certificates, insurances and risk assessment of the proposed use of the college facilities.

If the hirer does not have any of the required policies or documentation they will be asked to sign a commitment to adopt and adhere to the relevant BMet policy and provide any other assurance that is required to enable BMet to meet its legal and regulatory responsibilities.

Following approval of the completed booking form accommodation diary the reservation will be confirmed and if necessary, the appropriate Vice Principal/Curriculum Manager informed.

The Estates site managers will be informed when a booking has been made and of any relevant set-up that is required.

3.2 **Charging**

Charges are agreed using the pricing schedule (Annex C) as a guide;

In determining a final price, the College will consider the term, occurrence, timings of the hire (e.g if it is out of hours), the type of activity and customer profile taking into account the Corporate Social Responsibility Policy.

Where it is agreed that a charge will not apply, hirer will be asked to consider making a contribution toward the college's Student Enrichment Fund or one of the College's chosen charities.

The pricing schedule will be reviewed annually.

3.3 **Insurance**

All groups or individuals that wish to book BMet premises should have insurance cover in respect of Public Liability and damage to College property.

A copy of the insurance certificate should be sent with the completed booking form.

Where a hirer has no insurance the Director of Estates or his Deputy is to be contacted to ascertain if the booking can be accepted.

Health and Safety

The hirer has the responsibility of checking the facilities to be used and ensuring these facilities are used safely and appropriately during the hire period.

Prior to the event starting, the hirer should inspect the area to be used, reporting any areas of concern to Estates.

Where the inspection identifies areas of concern specifically relating to Health and Safety the event should be stopped until remedial action is taken.

The need for written risk assessments will be determined by the severity of the risk identified.

Hirers must ensure the appropriate documentation is in place prior to the hire commencing.

The hirer is responsible for making their own first aid arrangements during the hire.

All accidents must be reported to the Estates Department to enable the College to discharge its own Health and Safety responsibilities.

The hirer takes on the responsibility of ensuring the safety and wellbeing of all the persons involved in their event whilst on BMet premises.

The hirer will also ensure that all persons involved in the event are appropriately supervised and takes on the responsibility for all their acts and omissions whilst on the College site.

3.4 **Invoicing**

Invoices will be issued on confirmation of the booking or 2 weeks before each hire period for one-off bookings and monthly for block bookings.

All hire charges must be paid seven days before the hire period for one-off hires and within 30 days of the invoice being issued for block bookings.

If the hirer gives 2 weeks' notice or less for cancellation, they will incur costs of 50% of the full hire charge. If less than 7 days' notice is given the full cost of the booking will be incurred.

4. **COMPLIANCE**

Estates will centrally coordinate and retain information for all booking requests.

Where applicable, the Designated Safeguarding Lead will review requests for Safeguarding/Prevent requirements.

Vice Principals will provide final approval for bookings which vary from the charges set out in Schedule C for the free use of facilities to support community collaboration.

ANNEX A

Conditions of Hire

1. Acceptance of Conditions

This agreement gives to the hirer, licence to use the premises as specified on the Application for Hire of Facilities Booking Form (Annex B)

2. Compliance with Conditions

The hirer (the person or body to whom the hire is granted) will be responsible for compliance with all of these conditions.

3. Applications for the Hire Facilities

These should normally be made at least 4 weeks prior to the booking. In general, bookings will not normally be accepted for dates more than 3 months in advance.

4. Sports Hall

- (a) Only suitable non-marking footwear must be worn in these areas.
- (b) Movable equipment and furniture kept in the Sports Hall must be returned to its appropriate place if it has been moved by during the hire.
- (c) Only equipment that is suitable for indoor use may be used in doors. (e.g. footballs)
- (d) No prior treatment or markings will be permitted on the floors to prepare them for activities,
- (e) Under no circumstances may stiletto heels be worn.

5. Football Pitch

- (a) The hirer shall use the pitch only for football.
- (b) The supply, erection and return of corner flags and nets is the responsibility of the hirer unless otherwise agreed.

6. **Outdoor Pitches/Courts and the Pavilion**

- (a) The hirer shall not use the pitch/court in such a way as to cause any nuisance, damage, disturbance, annoyance, inconvenience or interference to any neighbouring or adjoining property.
- (b) The hirer is to ensure that no debris/rubbish is left on or around the sports field and that bins are used appropriately.
- (c) The hirer is to ensure that any debris and mud are not walked into the building and changing rooms.
- (d) All footwear must be cleaned or removed before entering any College building.

7. **Third Parties**

The hirer shall not permit any other person or organisation to use the hire facilities or the booking.

8. **Fabric, Fittings and Equipment**

The fabric and fittings include all electrical appliances.

Installations and contents of the hire facilities will not be interfered with in any way.

The hirer at the end of the hire period will ensure the hire facilities are returned to a reasonable tidy condition.

9. **Safeguarding & Prevent**

Where applicable, the hirer must provide details of their safeguarding (including PREVENT awareness) policy to the College along with the signed agreement and booking form prior to the proposed date of hiring.

If required, the hirer will also be required to provide current (within 3 years) Enhanced DBS certificates, which must be updated if expiring during the letting period.

Where applicable, all staff from the hiring organisation participating in the letting must be entered onto the BMet Single Central Register (SCR) and be fully approved prior to accessing the College.

The hirer will ensure that any persons using the hire facilities will remain within the vicinity of the hired area and vacate the premises at the contracted time.

All activities taking place on college premises in line with the letting agreement, must comply with current Safeguarding requirements as outlined by the college and within Keeping Children Safe in Education Sept 2022 and the Prevent Duty 2018.

The college Designated Safeguarding Lead and Contract Manager must be notified within 24 hours of any Safeguarding or Prevent concerns or instances that take on college premises or are disclosed on college premises.

All Safeguarding / Prevent cases will remain the responsibility of the hiring organisation with appropriate updates required to be made to the designated college staff on an agreed case by case basis.

These requirements form part of this agreement and any breach of these or failure to disclose or comply with requests for information may result in termination of the agreement.

The BMet Designated Safeguarding Lead is Kay Burton-Williams contact details can be found on our website [here](#).

10. **Risk Assessment**

The hirer must ensure that an appropriate risk assessment has been carried out on the activities that take place.

A copy of the risk assessment must be provided to the College, not later than 14 days prior to the proposed date of hiring.

11. **Refusal of Hire**

The college reserves the right to refuse an application to hire the facilities if:

- (a) There has been any damage to the property or breach of these conditions during previous use of the hire facilities by the hirer.
- (b) Failure to comply with condition 13 "payment of hire charges"
- (c) For any other reasons that the College deems necessary.

12. **Cancellation of the Booking**

The College will always seek to honour bookings made.

If for any reason the college has to cancel the booking, it will seek to provide two weeks' notice of cancellation.

The College will not be held liable, or be required to pay compensation, for any loss incurred as a result of, or in any way arising out of, the cancellation.

Where possible, an alternative location may be offered. In such circumstances, no charges will be made.

The hirer must give at least 2 weeks' notice of cancellation to the College, if less than 2 weeks' notice is given the hirer will incur costs of 50% of the full hire charge.

If less than 7 days' notice is given the full cost of the booking will be incurred by the hirer.

13. Payment of Hire Charges

- (a) Invoices will be issued on confirmation of the booking or 2 weeks before each hire period for one off bookings and on a monthly/annual basis for all block bookings.
- (b) All hire charges must be paid seven days before the hire period for one off hires and within 30 days of the invoice being issued for block bookings.
- (c) If the hirer gives 2 weeks' notice or less for cancellation, they will incur costs of 50% of the full hire charge. If less than 7 days' notice is given the full cost of the booking will be incurred.
- (d) The College reserves the right to invoice the hirer for any charges arising from excessive cleaning time incurred as a result of the hirer failing to leave the hire facilities in a reasonable condition, or for the repair of the hire facilities or equipment that was damaged by the hirer, or resulting from the hirer failing to vacate the facilities by the time stipulated on the booking form.

Disclaimer

BMet will accept no liability in respect of people hiring College Facilities, for the loss of, or damage to property or any injuries sustained, or damage to third parties.

Persons wishing to indemnify themselves against any of these liabilities should affect their own insurance.

IMPORTANT:

Due to College examinations and other special events, hire facilities will, on occasions, not be available.

The College is normally closed evenings and at weekends,

Requests for the hire of facilities out of normal opening times will incur additional charges for facilities access, cleaning, support and supervision.

I/We the undersigned agree to abide by the above conditions and to pay all costs associated with the hire of facilities and any other services as per condition 13 of the terms and conditions.

Name of Hirer: _____

Signature of Hirer: _____

Date: _____

You are advised to keep a copy of this agreement. The original must be returned with the booking form to the College.

Please sign and return to:

Email: estates@bmet.ac.uk

CC: elizabeth.mcgow@bmet.ac.uk

CONTACT US:

Estates and Facilities Co-ordinator

Elizabeth McGow

Email: elizabeth.mcgow@bmet.ac.uk

Mob: 07967679648

ANNEX B

Application for Hire of Facilities – Booking Form

Organisation Name (if applicable)			
Name of Hirer			
Address			
Tel		Email	
Booking Requirements			
Date(s)/Day(s)			
Time(s)			
Details of booking (site, type of room/facility, occupancy, IT facilities etc):			
Reason for booking – please details the planned activities:			
Name of Safeguarding point of contact			
Phone number			
Signature			
Date			
Please return the completed form to: estates@bmet.ac.uk cc: elizabeth.mcgow@bmet.ac.uk			
For College Use:			
Room(s) Allocated		Cost	
BMet Contact for booking: Elizabeth McGow			
Tel	079676798648	Email	elizabeth.mcgow@bmet.ac.uk
Additional Information:			
Risk Assessment req	YES / NO / NA	Docs obtained	YES / NO / NA
DBS details req	YES / NO / NA	Docs obtained	YES / NO / NA
Insurance req	YES / NO / NA	Docs obtained	YES / NO / NA
Safeguarding req	YES / NO / NA	Docs obtained	YES / NO / NA
SCR req	YES / NO / NA	Docs obtained	YES / NO / NA

ANNEX C

Pricing Schedule

The College Pricing Schedule forms a guide to the expected hourly charges for hire of premises. Final charges will be agreed and stated on the Application for Hire of Facilities – Booking Form, taking into account any special conditions.			
	Charge per hour (£)		
Classroom	£20		
Dance Hall (SC)	£30		
Theatre (SC)	£75		
Sport Facility	£45		
Gym (SC)	£50		
Hall (MB)	£80		
Meeting rooms	£30-40		
Other facilities	Price on enquiry		
Special conditions and charges including (but not limited to):			
<ul style="list-style-type: none"> • Discretionary rates may be arranged for community, educational and charity organisations 			
<ul style="list-style-type: none"> • Long term bookings may be able to receive a reduced rate 			
<ul style="list-style-type: none"> • Additional charges for cleaning and IT or other required staffing support may be added depending on the time and nature of the booking 			
<ul style="list-style-type: none"> • A rate of £15 per hour will be added for all out of hours bookings 			