Ernest Bevin College

Policy for		•
	COLLEGE LETTINGS	,
Responsibility		
	Principal, School Business Manager	

Aims

The college's buildings, grounds and facilities including the Sports Hall - henceforth to be referred to as the college facilities - are an important resource for the school community, but also form a community asset and potential source of income for the college through the letting of space.

The purpose of this policy is:

- To set out clearly the principles by which competing demands for college facilities are to be managed by the college
- To make explicit the conditions upon and responsibilities of all parties to a letting agreement between the college and any third party
- To serve as a practical guide to the process used in the case of all lettings by the college

Definition of a letting and exclusions

A letting is defined as authorised use of the college facilities by an individual; group; or commercial organisation not acting on behalf of the college. Participation of college staff or students in an activity does not necessarily affect its status as a letting.

A letting may constitute a single use on one occasion or an arrangement for repeated use over an extended period of time. A letting is a temporary arrangement for the use of the college facilities. A letting does not constitute a tenancy; does not convey exclusive rights to any part of college facilities; and provides rights of access and use that do not extend beyond the areas; times; conditions and equipment encompassed within the relevant agreement.

Use of college facilities by staff or third parties engaged by the college working in an official capacity do not constitute a letting. As such use of the premises for activities such as staff meetings, parents' meetings, Governing Body meetings and extracurricular activities for pupils supervised by college staff or agents in an official capacity do not constitute a letting.

All instances of use of college facilities that constitute a letting are to be governed by the terms of this policy. Management of all lettings within the college are the responsibility of the Principal with consultation of the Board of Governors, but day-to-day responsibility can be delegated to key staff.

Regulation of Use

The college facilities are first and foremost intended for the benefit of the college community, for college-led activities and events which can be held both within and outside of term time and the school day. As such, prioritisation of available facilities will primarily be for official college activities.

At times when college facilities are not being used by the college, they are available for use by third parties. The college may show preference to activities with a community benefit through prioritisation of access to available facilities and the use of preferential rates. To ensure the correct balance of use of the college facilities, the college reserves the right to review longer-term arrangements periodically in line with the terms set out within the Letting Agreement (Appendix I).

The college has a responsibility to ensure activities involving the college facilities are of an appropriate nature, and as such reserves the right to refuse letting where the college feels there is a conflict with its values and ethos; or a risk through the letting of actual or reputational harm to the college community or undue disturbance of the local community. Decisions of this nature will be made by the Principal in consultation with relevant staff and external bodies.

The Lettings Process

All requests for lettings are to be submitted to the college using the Letting Agreement Form (Appendix II), which can be used to make bookings that are either single use or a longer-term arrangement.

Before signing the Letting Agreement, the college will determine suitability of the application based on the information provided by the Hirer, and may request copies of documentation if necessary. Subsequent bookings by the same hirer will not require this step, but the college reserves the right to periodically request evidence in order to fulfil its duty of care.

The obligations of all parties before, during and after each individual let are governed as set out below.

Terms & Conditions Governing Lettings of College Facilities

All lettings of college facilities will be governed by the general terms & conditions set out in the Letting Agreement, which will also include a description of the activities and any special arrangements agreed between the hirer and the college. Any significant change to the nature of the activities will require the Licence Agreement to be amended and re-approved.

The date; time; and duration of each individual booking, and a description of the area and equipment involved will be specified within the relevant Letting Agreement.

Hirers will be expected to comply with the general terms & conditions appended to their Letting Agreement and also any specific requirements contained within the Letting Agreement itself, and will be responsible for ensuring the same of all parties associated with its use of the college facilities. Failure to comply may result in a termination of any future bookings.

Pricing will be based upon the current Price List (see attached), though preferential rates may be offered by the college in some cases and specified in the Licence Agreement. Failure to pay in line with the terms of the agreement may result in the invocation of the college's Debt Recovery Policy and the cancellation of future bookings.

This Policy Document and a signed Licence Agreement constitute the entirety of the agreement between the hirer and the college.

