

LETTINGS POLICY

Revised rates will be set annually by the Property sub-committee for implementation in September of each year.

The rates will vary for different types of groups and for different times and also whether additional caretaking and cleaning charges need to be made.

The classification of any particular hirer is at the discretion of the Principal, after consultation with the Finance Assistant and Site Officer. In the case of any dispute about the classification then the hirer should appeal to the Property sub-committee of the Governors' whose decision will be final.

For some hirers we are able to arrange temporary public liability insurance cover to coincide with the room hire. (This cover is not available for commercial hirers and profit making organisations).

Commercial - this includes commercial businesses, profit making ventures, private functions and commercial fundraising events.

Charitable/Community - this includes hirers who have their roots in community activity, have charitable registration or charitable aims (education, religion, relief of poverty or the welfare of others) and charitable fundraising events. **These lettings cannot be organised to generate a *personal* profit.**

The primary purpose of the college is to provide the accommodation for the teaching, learning and welfare of its pupils and for the lifelong learning offered through Community Education. The needs of these groups are paramount and will always take precedence over 'outside' lettings. However, we are keen to encourage the use of the college by both community groups and by local business. This policy is an attempt to balance the competing needs of all of these groups and to make the conditions of lettings clear.

ARRANGEMENTS FOR BOOKING

All applications for the hire of the Cromwell Community College or any part thereof must be in writing on the form provided, and on completion must be forwarded to the Lettings Secretary, Cromwell Community College, Wenny Road, Chatteris, Cambs, PE16 6UU. The person by whom this application is signed shall be considered to be the hirer unless the application is signed on behalf of an organisation, in which case that organisation shall be the hirer and shall be jointly and severally liable under these conditions with the person who signs the form.

The College can be booked at the rates set each year subject to availability. The Principal/Governors reserve the right to refuse any application, particularly those which may cause public disorder, offend decency or perpetuate racism, sexism and the like.

The Governors reserve the right to alter or amend hiring fees at any time, irrespective of whether a hiring contract has been entered into or not.

During the Christmas, Easter and Summer holiday periods, lettings may be refused in order that cleaning, redecoration and other essential work may be carried out.

Payment

The deposit, being 10% of the hire charge, is due on receipt of the College's confirmation letter, and shall be non-returnable in the event of the hiring being cancelled by the hirer. The balance of the hiring fee shall be payable 10 days before the hiring commences, and if any extra hire charge or caretaking charge should become due for any reason, then an invoice will be submitted for the balance after the hiring.

For occasional bookings a deposit will be required. This will be reviewed annually. The balance will be payable after the event.

Regular users (those who book blocks of 10 weeks or more) will be invoiced monthly.

Cancellation

The Governors in extreme and unavoidable circumstances, reserve the right to cancel any hiring without notice. In the event of a hiring being so cancelled any fee which has been paid will be refunded to the hirer. The governors shall not be held liable or required to pay compensation for any loss sustained as a result or in any way arising out of the cancellation of the hiring.

In the unfortunate event of the hirer having to cancel a confirmed booking and the space not being re-let, the Governors reserve the right to levy a charge. The Lettings Secretary should be informed initially and all cancellations should be confirmed in writing. The Site Officer should be notified of any last-minute cancellations.

SCALE OF CHARGES

When the College is open during normal college hours the prices include caretaking/cleaning. However, where bookings are made outside these times, caretaking staff need to be available to lock and unlock rooms, and for some bookings, to remain on site for the period of the letting.

We do not have anyone with the responsibility for preparing the rooms. Whilst the Site Officer is usually happy to lay out furniture, we cannot guarantee to set up OHPs, projection screens, provide coffee facilities etc. However, the Finance Office will do its best to organise them.

CONDITIONS OF HIRE

If a hirer contravenes the Letting Policy of the Cromwell Community College the letting may be cancelled with no notice period.

The hire of the College/Centre does not entitle the hirer to use or enter the College/Centre at any time other than during the hours for which the College/Centre is hired, unless prior arrangements have been made with the Lettings Secretary or Site Officer.

The hirer shall not sub-let the College/Centre or any part thereof, except with prior approval of the Principal, nor shall the College/Centre be used for any purpose other than that purpose declared on the form. If activities are carried out which are not in accordance with the Lettings agreement, the activity will be closed down immediately without return of any pre-payment.

All vehicles, equipment and personal property are brought onto the premises at the owner's risk. No responsibility for safeguarding such items can be taken by school staff or the governing body.

The Governors shall not be liable for any loss due to any breakdown of machinery, failure of the supply of electricity, leakage of water, fire, Government restriction, or Act of God, which may cause the College/Centre to be temporarily closed.

The hirer shall leave the College/Centre promptly at the expiration of the period of the hiring, and ensure that the areas used are left in a tidy and orderly state, with equipment and furniture replaced in their designated storage areas.

All property of the hirer and the hirer's agents must be removed promptly upon the expiration of the period of hiring, or additional fees will be charged for each day or part of a day until the same is removed, except where prior permission has been obtained. The Governors accept no responsibility for any property left in the College/Centre.

No bolts, nails, tacks, screws, pins, or any other like objects shall be driven into any part of the College/Centre except where specific provisions have been made. The Site Officer or his agent will indicate to the hirer where these are. No highly inflammable materials are to be brought into the College/Centre. No flags, emblems or any other materials shall be displayed at the College/Centre without the previous consent of the Principal.

No animals shall be brought into the College/Centre except with the prior permission of the Principal.

No smoking is allowed on the College site including the grounds and car park areas.

INSURANCE

Cromwell Community College are able to arrange the necessary insurance for hirers (not commercial or profit making lettings) who do not have their own cover (This does not cover sporting or physical activities). The premium for the hirer's liability insurance

is 10% of the hire charge, with a minimum of £1.00. *Hirers please indicate on the acceptance form if you require this cover.* Please note we will have to charge the hirer the insurance excess of £100 should a claim be necessary.

Hirers shall indemnify the school governors and Cambridgeshire County Council against all claims, demands, actions or proceedings in respect of any loss, damage or injury caused by or to any persons which shall occur while such person is in, or upon part of the premises, or arise from any accident, or occurrence which happens while such person is in or upon any part of the premises or in respect of any loss or damage suffered or sustained by any person by reason of use of the premises by the hirer.

Hirers who arrange an activity that is potentially dangerous must ensure that any instructors or leaders are suitably qualified and insurance cover has been undertaken.

LICENCES

In order for Cromwell Community College to hold licensed events (those involving alcohol) a Temporary Events Notice (TEN) is required. This is available from Fenland District Council at a cost of £21 (chargeable to the hirer). Twelve events requiring TENS are permitted each year (one person is only allowed to request five notices).

The hirer is responsible for ensuring the person providing the bar holds a Personal Licence.

Where a hirer wishes to use the building for a Public Entertainment then they must comply with the conditions of the Public Entertainment Licence held by the College.

No excisable liquor shall be sold unless either an occasional licence or an occasional permission has been obtained by the hirer or on his behalf and the hirer shall ensure that any conditions attached to such a licence or permission are complied with.

Hirers who wish to show films, stage a theatrical work, sell alcohol or organise lotteries or other forms of gambling on the premises will need to organise the appropriate licences.

Hirers who wish to perform musical or theatrical works in the building need to comply with copyright law and the licence granted by the Performing Rights Society Ltd.

SAFETY

Hirers will be responsible for the safety of their own individual groups with regard to first aid. The Site Officer will instruct the hirer where the fire exit doors, fire equipment and emergency telephones are located before the activity starts and where to assemble should the fire alarm sound. The hirer then has the responsibility of making their members aware of the instructions.

Hirers have a responsibility to ensure that all activities are safe and to safeguard their membership from violence or any other avoidable harm.

Hirers must ensure that the Site Officer is made aware of any equipment they intend to

bring into or use in the College is safe and suitable for the use to which it is put. Any electrical equipment must hold a current certificate to confirm that it complies with the Electricity at Work Regulations. Hirers using the facilities are responsible for reporting any potential hazards to the Site Officer.

Hirers who book the college are responsible for the cost of repairing any damage to the premises or equipment which is directly attributable to their occupation and use of the premises.

If anyone is injured whilst on College site, no matter how insignificantly, that injury must be reported to the college staff so that the necessary *first aid/medical reporting* procedures can be initiated.

The cloakrooms will be in the care and custody of the hirer, who must provide his own attendants and be responsible for any loss that may occur.

Type of function	Capacity
Disco – South Hall	270
New Sports Hall	400
Seated – South Hall (Not meals)	270
Seated - Sports Hall (Not meals)	400

Location of function (with meals)	
South Hall	100
Sports Hall	200/250

All the above are dependent upon layout. This will need to be checked and agreed with Mrs Fox.

Appendix 1

CAMBRIDGESHIRE COUNTY COUNCIL CROMWELL COMMUNITY COLLEGE – MAIN BUILDING

APPLICATION TO HIRE PREMISES

Section 1 – Details of Applicant	
FULL NAME (Block Capitals)	_____
ADDRESS	_____ _____
TELEPHONE NUMBER	_____
SOCIETY OR ORGANISATION	_____
NAME/ADDRESS FOR INVOICE (if different from above)	_____ _____

Section 2 – Details of Function	
<u>Day(s)</u> _____	<u>Date(s)</u> _____
<u>Time(s)</u> Preparation from: _____ to: _____ Clearing from: _____ to: _____	Doors open for function from: _____ to: _____
Please state precisely the purpose of hiring _____ _____	
Estimated maximum number of people likely to attend _____	

Section 3 – Facilities Required		
Please tick the rooms/facilities you require:		
Sports Hall _____	Drama Room _____	Playground _____
South Hall _____	Classroom _____	Playing-field _____
		Changing Rooms _____
		Piano _____
Please state any other rooms/facilities that are required _____ _____		

Is it desired to have stage and spot lighting where available? _____

Name and address of the person in charge _____

Section 3 Facilities Required (Cont'd)

Will refreshments be served? _____

If so, what facilities are required? _____

Will you have a caterer? _____

Name and address of caterer _____

Will alcoholic refreshments be consumed on the premises? _____

If there will be a bar, please state name and address of person applying for the special licence

Section 4 – Hirer's Liability Insurance/Gaming, Betting & Lotteries Act – See attached Notes

(To be completed by Commercial hirers): I enclose details of my/our current legal liability insurance – YES/NO

(To be completed by non-commercial/non-profitmaking hirers) Do you wish to insure through the LEA Scheme?
YES/NO

Will you be holding a Raffle? Give details _____

Section 5 – Form of Undertaking

I certify that I am not less than 18 years of age, that I have read the Regulations governing the letting of Cromwell Community College, that I accept responsibility for observance of the regulations and that I hereby indemnify the Education, Libraries and Heritage Authority and the Governors of Cromwell Community College against any loss or damage arising from this letting. I agree to pay on demand the lettings charge hereby incurred.

Signed _____ Organisation _____

Date _____ Address _____

Section 6 – FOR OFFICE USE ONLY

Scale charged _____

Details

Letting Approved PRINCIPAL _____	Noted in Office Diary _____ (Date)
Letting Approved SITE OFFICER _____	Noted in Lettings Diary _____ (Date)
	Approval Letter sent _____ (Date)
	Account despatched _____ (Date)

APPENDIX 2

SAFETY ISSUES GUIDE

Upon arrival at the college, could you please read the following statement in consultation with the Site Officer on duty and then sign at the bottom of the page to show that you understand and will comply with safety issues whilst on site, informing any other members of your group of the necessary details.

I am aware of:

- the nearest public telephone (Wood Street, Park Street and emergency phone at Chatteris Police State)
- the need to provide first aid materials
- the nearest emergency evacuation exits
- the assembly point if the fire alarm sounds
- the nearest fire fighting equipment
- any licences which may be needed for my activity, eg Temporary Events Licence for sale of excisable liquor, Betting, Gaming & Lotteries Licence, Food Safety Regulations, the Children's Act legislation, the Performing Rights Society, video or phonographic performance licences

In case of emergency, telephone the relevant emergency service and the Site Officer on duty on their home telephone number, shown below.

Name of Site Officer.....

Telephone Number.....

Safety Issues Guide - Response Slip - Cromwell Community College

Name of Hirer / Organisation - (Print Name of Group)

.....

I have read and will comply with the above safety issues whilst on site.

Signature of Hirer

Date

APPENDIX 3

HIRER'S LIABILITY INSURANCE SCHEME

The Hirer's Liability insurance can offer cover only to those Lettings which are **Non-Commercial and Non-Profitmaking**, i.e. weddings, birthday parties, community activities. (For example, at a wedding reception, there could be an outbreak of food poisoning.

This scheme offers liability insurance, which will provide indemnity to persons hiring the College/Centre in the event of a claim being made as a result of an incident during the letting. In the event there is no other insurance available, the following risks can be insured in the name of the hirer:

- (a) Public Liability to a limit of indemnity of £1 million.
- (b) Damage to the hired premises by fire or explosion caused by the negligence of the hirer – no limit of indemnity.
- (c) Other negligent damage to a limit of £25,000 – with an excess of £100 on any one claim to be paid by the hirer in the event of a claim.

The premium for the hirer's liability insurance is 10% of the hire charge (minimum charge of £1.00). All premiums are subject to Insurance Premium Tax at the current rate as decreed by the Government, and this will be included in the cost to the hirer.

Commercial hirers must produce evidence of their current liability insurance before the booking can be accepted.

APPENDIX 4

PROVISION OF STEWARDS

1. The hirer shall provide such numbers of attendants and stewards as may be necessary to secure the efficient supervision of the premises during the hiring, and ensure that the stewards are capable and suitable to undertake the duties allocated to them, including:
 - 1.1. the orderly and safe admission and departure of persons to and from the premises and to be aware of any special requirements needed to ensure the safe evacuation of the audience/patrons from the premises in case of emergency;
 - 1.2. the safety of the premises and the preservation of good order and decency therein; and
 - 1.3. ensuring that no overcrowding occurs in any part of the premises, that gangways and exits are kept clear at all times, and to prevent standing on seats or furniture.
2. For discos or “pop” dances, the following will apply:
 - 2.1. All stewards must be clearly identified by a badge (provided by the hirer) showing the name of the person and the word “Steward”. They must introduce themselves to the Site Officer before the function commences
 - 2.2. All stewards (be they employed or volunteers) must be instructed in their duties by the hirers and not by any agent of the hirers.
 - 2.3. Stewards must be provided by the hirers at all times during the period of the booking -
 - 1) for any entrances and exits
 - 2) for the Bar area (and ensure that all glasses are collected and returned to the Bar at regular intervals, and also at the end of the hiring)
 - 3) supervising the Toilets.
 - 2.4. There must be no admission after 10.00pm, and no re-admission at any time during the course of the booking. If a person leaves the premises after admission he or she must not be allowed in again that evening.

- 2.5. People known to have caused any problems inside or outside on any previous occasion or are clearly the worse for drink must be refused admission.
- 2.6. Newspaper advertisements should include the words “No admission after 10.00pm. No re-admission at any time. The Organisers have the right to refuse admission”.
- 2.7. Bottles and glasses must not be left lying about in any part of the premises.

NAMES, ADDRESSES, TELEPHONE NUMBERS OF STEWARDS ON DUTY

FUNCTION _____

NAME OF HIRER _____

DATE OF FUNCTION _____

NAME: ADDRESS: POST CODE: TELEPHONE: I have read and understand the conditions concerning the provision of stewards	
	(Signed)

NAME: ADDRESS: POST CODE: TELEPHONE: I have read and understand the conditions concerning the provision of stewards	
	(Signed)

NAME: ADDRESS: POST CODE: TELEPHONE: I have read and understand the conditions concerning the provision of stewards	
	(Signed)