



Suffolk  
New  
College

# Lettings Policy

## (Terms and Conditions for the Hire of College Premises)

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Author(s):	Head of Facilities and Estates Management
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Linked Policies:	External Speakers Policy
Version:	1.3



## Equality Impact Assessment Tool

### Name of Policy: Lettings Policy

		Yes/No	Comments
1	<b>Does the policy/guidance affect one group less or more favourably than another on the basis of:</b>		
	Race or ethnicity	No	
	Disability	No	
	Gender	No	
	Religion or belief	No	
	Sexual orientation	No	
	Age	No	
	Marriage and Civil Partnership	No	
	Maternity and Pregnancy	No	
	Gender Reassignment	No	
2	<b>Is there any evidence that some groups are affected differently?</b>	No	
3	<b>If you have identified potential discrimination, are any exceptions valid, legal and/or justifiable?</b>	N/A	
4	<b>Is the impact of the policy/guidance likely to be negative?</b>	No	
5	<b>If so, can the impact be avoided?</b>	N/A	
6	<b>What alternatives are there to achieving the policy/guidance without the impact?</b>	N/A	
7	<b>Can we reduce the impact by taking different action?</b>	N/A	

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# Terms and Conditions for the Hire of College Premises

## 1. Applications for Hire

- 1.1 A copy of these conditions are available online for enquirers regarding hiring College premises or facilities.
- 1.2 Applications for hire shall only be considered if made using the 'Application/Booking Form for Hire of Facilities' Form, which may be obtained from the Suffolk New College Website or via the Facilities Team (Karen Andrews) on 01473 382817 or via email at [karenandrews@suffolk.ac.uk](mailto:karenandrews@suffolk.ac.uk)



Application for the  
Hire of Accommodat

## 2. Acceptance of Conditions

2.1 The Application/Booking Form for Hire of Accommodation Facilities form must be completed and signed by the applicant.

2.2 Once the College has agreed the application, Application/Booking Form for Hire of Facilities form will be returned which the applicant will need to sign and return to signify they have accepted and agree to be bound by these Terms and Conditions along with a completed Risk Assessment

## 3. Bookings

- 3.1 All applications to hire College premises or Facilities shall be made upon the 'Application/Booking Form for Hire of Accommodation Facilities' form.
- 3.2 A request for hire will only be considered upon receipt of the completed
- 3.3 Application/Booking Form for Hire of Accommodation Facilities' form.
- 3.4 The reason/purpose of a booking must be declared on the 'Application form'.
- 3.5 The College reserves the right to refuse any application or cancel any booking.
- 3.6 College accommodation may only be used for lawful purposes.
- 3.7 Applicants may not sub-let hired College accommodation.
- 3.8 Risk Assessments must be completed and approved by the College before the event takes place.
- 3.9 In the event of cancellation by the College, the maximum liability of the College to the Hirer will be the refund of any payment made by the Hirer to the College.

3.10 Bookings made less than 14 days prior to the commencement date must be paid at the time of booking and a receipt will be issued.

#### **4. Charges**

4.1 Subject to clause 6 (below), the charge for hire of College premises shall be in accordance with the Scale of Charges current at the time the application is accepted (Please refer to [APPENDIX C](#) For current price list).

4.2 Invoices will be issued for all confirmed bookings. Payment shall be made at least one month in advance of the Event in full or on the day of booking should it be less than one month before the event date.

#### **5. Cancellation Charges**

5.1 Cancellation charges may be charged at the discretion of the College if bookings are cancelled one month or more in advance.

5.2 Booking charges are non-refundable if cancellation is received less than a month prior to the date of the event.

#### **6. Increase in Charges**

6.1 The College reserves the right at any time to amend the charges in respect of the hiring. In the event of the College so doing and reasonable notice being served, the Hirer will be responsible for paying the increased charge.

6.2 Charges are normally reviewed annually and are effective from 1<sup>st</sup> August.

#### **7. Damage/Additional Charges**

7.1 The Hirer shall be responsible for the costs of making good all damage to, or losses from the building, fixtures, fittings, furniture and IT/AV equipment and display screens caused either by him/herself, his/her agents, servants or invitees, or by the agents, servants or invitees of any organisation for which he/she may act.

7.2 Additional charges may be applied by the College for extra cleaning.

#### **8. Licences and Maintenance of Good Order**

8.1 The Hirer shall comply with the conditions of the various College Licences, details of which are available upon request.

8.2 Where there is no licence in force and a statutory licence is required the Hirer shall ensure that an appropriate Temporary Event Notice has been obtained and that a copy has been lodged with the Facilities and Estates Team.

8.3 The Hirer will be responsible for the provision of responsible persons and stewards and for compliance with the latest version of The Private Security Industry Act 2001 where applicable.

8.4 The Hirer will be responsible for the good behaviour of all persons associated with the event when on College premises.

## **9. Performing Rights, Phonographic Performances and Other Copyrights**

9.1 The Hirer shall comply with all copyright requirements and indemnify the College against all sums of money, which the College may have to pay by reason of an infringement of copyright occurring during the period of hire.

9.2 Any Hirer's Liability Insurance provided by the College does not provide such indemnifications.

## **10. Out of Hours Bookings**

10.1 College opening hours vary throughout the year and can be confirmed on application. There will be additional charges for events outside normal College opening times.

## **11. Loss or Damage**

11.1 The College will not, under any circumstances, accept responsibility or liability in respect of any loss of or damage to any vehicle, property, articles or things placed or left in the car parks or on the premises by or on behalf of the Hirer or any other persons or in connection with the event.

## **12. Children and Young People**

12.1 Keeping children safe in education KCSIE (2021) is the statutory guidance for schools and Colleges on safeguarding children and safer recruitment.

12.2 This guidance covers all activity on our sites and includes the responsibilities for Hirers of our facilities to provide evidence accordingly;

Under this guidance on page 40 it states:

### ***Use of school or College premises for non-school/College activities***

**155.** *Where governing bodies or proprietors hire or rent out school or College facilities/premises to organisations or individuals (for example to community groups, sports associations, and service providers to run community or extra-curricular activities) they should ensure that appropriate arrangements are in place to keep children safe.*

**156.** *When services or activities are provided by the governing body or proprietor, under the direct supervision or management of their school or College staff, their arrangements for child protection will apply. However, where services or activities are provided separately by another body this is not necessarily the case. The governing body or proprietor should therefore seek assurance that the body concerned has appropriate safeguarding and child protection policies and procedures in place (including inspecting these as needed); and ensure that there are arrangements in place to liaise with the school or College on these matters where appropriate. The governing body or proprietor should also ensure safeguarding requirements are included in any transfer of control agreement (i.e. lease or hire agreement), as a condition of use and occupation of the premises; and that failure to comply with this would lead to termination of the agreement.*

### **13. Fire and Emergency**

13.1 The Hirer and event participants shall make themselves familiar and comply with:

13.2 The College emergency evacuation procedures are available [here](#). All relevant health and safety requirements including the Suffolk New College – ‘Action to be Taken in Case of Fire’ document detailed at the bottom of this Policy (*APPENDIX A / B*).

### **14. Smoking**

14.1 The College No Smoking Policy does not allow any smoking or vaping inside any College building. Smoking/vaping is only allowed within the designated smoking shelters or behind the yellow lines in the College square.

### **15. External Speakers**

15.1 A copy of this policy is available [here](#)

### **16. Alcohol and Catering**

16.1 Alcohol must only be sold, supplied or consumed in designated areas on the College’s premises as stated in the College’s Premises Licence or the event holders Temporary Event Notice.

16.2 The Hirer must provide their own appointed Personal Licence holder to be responsible for any event where licenced activity will be taking place.

16.3 Personal Licence holder details must be provided to Facilities Team at point of booking.

16.4 Only persons over the age of 18 years may be sold, supplied or consume alcohol.

#### **Appropriate licences will need to be in place.**

16.5 Please note that Suffolk New College will accept no responsibility for food safety during event.

16.7 It is the Hirers responsibility to check and supply copy of the food hygiene certificates of their caterer.

16.8 If the Hirer requires the use of the College’s kitchen this will need to be discussed further and may require a College Technician to be present which will need to be paid for as part of the costs of the hire of the building.

### **17. Theatre and Other Equipment**

17.1 Stage related sound and equipment with its control systems may be booked on the Application Form.

17.2 Operation of such equipment shall only be carried out under the guidance of a Suffolk New College Technician at an additional cost.

17.3 Equipment not owned by the College **must** have a current PAT certificate.

## **18. Parking**

18.1 Parking at the Ipswich Campus is restricted during term time, however we may be able to allocate spaces for the event organisers. Please include your requirements on the Booking Form.

18.2 During evenings and weekends parking should be more readily available, however we cannot guarantee spaces will be available for all visitors.

18.3 Visitors who park on site will need to register their car details with the College staff on the Main Reception.

## **19. Tickets and Event Publicity**

19.1 Tickets sold for events held on College premises must clearly specify that Suffolk New College is not the organising body.

19.2 **The organiser must be clearly identified.**

19.3 The College should be consulted in relation to the event publicity literature. A copy of all advertising literature/tickets must be supplied to the College for written approval prior to release of publicity.

19.4 The event being held at the College must not be promoted as being held on College premises until the contract has been signed.

## **20. Event Closure**

20.1 The Hirer must ensure that the College premises/facilities are cleared and ready for closure by the end of the session booked.

20.2 The Hirer will vacate the premises by the agreed time.

## **21. Additional or Varied Conditions**

21.1 The College reserves the right to add reasonable additional conditions to those stated above, or to vary them as appropriate. Reasonable notice will be given in such an event.

## **22. Risk Assessment**

22.1 It is the responsibility of the hirer to ensure that a Risk Assessment Form has been completed and that this is returned with the signed Application/Booking for Hire of Accommodation form.

22.2 **Without an appropriate Risk Assessment in place an event is at risk of being cancelled.**



## **23. Public Liability Insurance/Indemnity**

23.1 The College shall not be liable for any injury (including injury resulting in death) or damage to or loss of property whatsoever which shall or may occur to or be sustained by the Hirer, his/her assistants, servants, agents or others entering on the property in the exercise or proposed exercise of the hiring (except such injury or damage as may occur by reason of neglect of the College, its servant or agents acting within the scope of their authority).

23.2 The Hirer will indemnify and keep indemnified the College and its servants and agents from and against all claims and liability in respect of such injury or damage and all actions proceedings, costs, damages and expenses in regard thereto and also from and against all other liability, claims, demands, proceedings, costs, damages and expenses in respect of injury to persons whomsoever (including injury resulting in death) and damage to or loss of property whatsoever which may arise out of or in consequence of the exercise or purported exercise of the hiring (except as aforesaid).

23.3 The College reserves the right to inspect the Hirers' current insurance to ensure that insurance cover is in place to meet the requirements set out in this paragraph. Insurance must provide minimum cover of £5m with copy of insurance certification supplied to the College at least one month prior to event date.

## **24. College Liability**

24.1 The College will not (to the extent that is lawful to exclude the same) be liable for failure to comply with any terms or conditions of this contract to the extent such compliance is prevented, hindered or delayed by any cause beyond its control, including but not limited to fire, storm, explosion, flood, Act of God, action of any government or government agency, shortage of materials or goods, strike or lock-out. A copy of the third party/public liability insurance applicable is available on request. The extent of cover and liability is limited to that provided by that policy amended by the above recitals.

24.2 Except in the event of death or personal injury caused by the College's negligence the College shall not be liable to the Customer by reason of any duty common law or under the express terms of the contract for any consequential loss or damage (whether for loss of profit or otherwise) costs, expenses or other claims for consequential compensation whatsoever and whether caused by negligence of the College, its employees, agents or otherwise which arise out of or in connection with the supply of the services which are the subject of the Contract.

## **SUFFOLK NEW COLLEGE – IPSWICH, LEISTON & HALESWORTH**

### **ACTION TO BE TAKEN IN THE CASE OF FIRE**

The following information should be brought to the attention of all persons involved with events in hired Suffolk New College and On the Coast accommodation, including the event participants.

1. Any person discovering a fire shall operate the nearest alarm point.
2. On hearing the fire alarm (a loud continuous ring) or on entering an area where an alarm is ringing, all persons shall leave the area by the nearest available signed exit route to the outside.
3. Upon reaching an outside area, all persons should assemble in areas well away from the affected area. Do not block roadways.
4. No person is permitted to re-enter the College building until the College designated supervisor gives such specific permission.

## **SUFFOLK NEW COLLEGE – RURAL**

### **ACTION TO BE TAKEN IN THE CASE OF FIRE**

The following information should be brought to the attention of all persons involved with events in hired Suffolk Rural College accommodation, including the event participants.

1. Any person discovering a fire shall operate the nearest alarm point.
2. On hearing the fire alarm (a loud continuous ring) or on entering an area where an alarm is ringing, all persons shall leave the area by the nearest available signed exit route to the outside.
3. Upon reaching an outside area, all persons should assemble in areas well away from the affected area. Do not block roadways.
4. No person is permitted to re-enter the College building until the College designated supervisor gives such specific permission.

In addition to the above, if out of hours and the group is not supported with Suffolk Rural staff on site they will follow their own EMERGENCY EVACUATION PROCEDURE, contact emergency services if required and the site emergency contact number.

**Current Fees – as of 1<sup>st</sup> Aug 2023**

Room	Charges*
General Classroom	£75 per day (0900 – 1700 hours) or £25 per hour
IT Room	£100 per day (0900 – 1700 hours) or £25 per hour
Specialised Workshop	Between £150 - £300 depending on room, per day
Atrium	£500 per day (0900 – 1700 hours)
Boardrooms	Room 1005: £135.00 per day Room 1008: £95.00 per day Both Rooms 1005 & 1008: £220.00 per day Chadacre: £135 per day
Lecture Theatre	£250* please see section 17.

**Please note:**

***\*Charges may increase for bookings at weekends or out of normal opening hours and may also be pro-rata for part day use depending on the booking. Caretaker costs will also be added together with technician staff costs if these are applicable to your booking. If your event runs over the stated exit time in the contract then additional costs will be incurred. If this goes beyond midnight then an additional surcharge will apply.***

Costs are exclusive of VAT.

A discount of 5% is available for block bookings of ten sessions or more.