



# HIRE OF COLLEGE FACILITIES

**ASPIRE**

ACHIEVEMENT \* SUPPORT \* PERSEVERANCE \* INDIVIDUALITY \* RESPECT \* EXCELLENCE

### **Policy Statement**

The Henry Cort Community College regards the buildings and grounds as a community asset and will make every reasonable effort to enable them to be used as much as possible.

However, the overriding aim of the Governing Board is to support the college in providing the best education possible for its students, and any lettings of the premises to outside organisations will be considered with this in mind.

The college will be the final decision maker in allocation of facilities and determination of appropriate level of charges, whilst ensuring that the usage is appropriate and provided under strictly monitored conditions. Currently, the annual increase is set at 3%.

### **Purpose**

This policy establishes the terms and conditions for the provision of college facilities for letting to hirers. It applies to all lettings and hiring where a charge will apply. It refers to the contract between the college and the hirer, and applies to those groups or individuals who are the 'Hirer' or participants in the activities for which the facilities have been let.

### **Responsibility**

All Hirers and members of participating activities are expected to abide by the terms and conditions of this policy.

Students – any students participating in these activities will abide by the terms set out by the 'Hirer'.

Visitors – visitors to the college who are not participating are expected to abide by the terms of this policy

Vehicles – Any vehicles brought on to the premises for these activities are the responsibility of the owner.

### **Definition of a Letting**

A letting is defined for the purpose of this policy as "a non-exclusive" licence 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. A letting must not interfere with the primary activity of the college, which is to provide a high standard of education for all its students.

Use of the premises for activities such as staff meetings, parents' meetings, governing board meetings and extra-curricular activities of students supervised by the college staff, fall within the corporate life of the college. Costs arising from these uses are therefore a legitimate charge against the college's delegated budget.

It stresses that lettings are non-exclusive and that the college may enter and remain on the part of the premises that are subject to the letting at any time.

### **The Administrative Process for Lettings or Hire of Facilities**

Community members seeking to hire the college premises are directed to the "School Hire Platform", This platform holds the relevant documentation clarifying our requirement and identify the facilities available. Applications for hire are managed via the School Hire Platform, relevant documentation setting out full details of the letting with a copy of the terms and conditions and the hire agreement is available for Online completion.

The college has the right to refuse an application, and no letting should be regarded “booked” until approval has been given via School Hire. **No public announcement of any activity or function taking place should be made by the organisation concerned until the booking has been formally confirmed.** Once a letting has been approved, a message of confirmation is sent to the hirer by School Hire. The letting should not take place until the School Hire Platform shows the booking with charges attached. The person applying to hire the premises will be charged immediately via card payment for either a single letting or a block booking, in accordance with the college’s current scale of charges, Offline payment shall be made within 30 days of the receipt of invoice. The hirer must be a named individual and the agreement must be in their name, giving their permanent private address. This avoids any slight risk that the letting might be held to a business tenancy, which would give the hirer security of tenure.

Income and expenditure associated with lettings will be regularly monitored to ensure at least a “break even” situation is being achieved.

### Summary

- 1) Overseen by the College Business Manager, community staff will be responsible for all matters concerning lettings. Facilities will only be let where they are not needed for college purposes.
- 2) The aim of the Lettings Policy is twofold; to generate income for the education of students; and enable the provision of facilities which benefit the community.
- 3) No facility will be let to any person or organisation for a purpose, which in the opinion of the Principal or College Business Manager, is inconsistent with the aims and values of the college.
- 4) No letting will be subsidised from the resources provided for the education of the students. All hirers will be required to demonstrate to the satisfaction of the College Business Manager that they have adequate insurance to compensate the college for any damage they may cause; the College Business Manager or Finance Manager should consult the Council’s Insurance Officer as the adequacy of the insurance for this type of letting.
- 5) Requests for lettings must be notified to the college with details of;
  - Hirer’s name;
  - Facilities required;
  - Activity for which letting is required;
  - Date(s), duration and frequency;
  - Evidence of adequate Public Liability Insurance (a photocopy of the policy)
- 6) A charge covering the full costs will be levied including energy, any additional cleaning, caretaking, an allowance for wear and tear, the use of college equipment and administration.

## Schedule of Costs for Facilities

### Introduction

Income and expenditure associated with lettings will be regularly monitored to ensure that at least a “break even” situation is being achieved.

The specific charge levied will be reviewed annually, during the spring term, by the full Governing Board and Finance for implementation from the beginning of next year, with effect from 1 April of that year. Currently, the annual increase is set at 3%.

Current charges will be provided in advance of any letting being agreed. VAT in general, the lettings of rooms for non-sporting activities is exempt from VAT, whereas sports lettings are subject to VAT (although there are exemptions under certain circumstances). For specific lettings, clarification will be given by the Community Finance Assistant.

Should the College Business Manager have any concerns about whether a particular request for a letting is appropriate or not, it will be referred to the Principal. The Principal may consult the full Governing Board if in doubt, as they are empowered to determine the issue.

The Henry Cort Community College is responsible for setting charges for the letting of college premises.

A charge will be levied which covers the following:

- Cost of services (heating and lighting)
- Cost of staffing (additional security, caretaking and cleaning) – including “on-costs”
- Cost of administration
- Cost of “wear and tear”
- Cost of use of college equipment (if applicable)

The Finance Manager will calculate a schedule of costs for facilities, to be appended to this policy. The College Business Manager will report annually to the full Governing Board on the operation of the Lettings and Hire Charge Policy, including the pattern of costs and income.

This policy was agreed by the Governing Board to be reviewed in the spring term of 2025.

Appendices A – Conditions for the hire  
B – Hirers Insurance/Indemnity Clause  
C – Hire Cost

### **Appendix A Conditions for the Hire of College Facilities**

The following conditions have been set by the Governing Board of The Henry Cort Community College.

#### **Cort Theatre and Cort Bar**

- Minimum hire period 1 hour
- Music, Singing & Dancing - max number of persons 120.
- Dinner/Dance/Seated Functions – max number of persons 120
- Spectator Sports or Displays – max number of persons 70

#### **Cort Theatre – Parties for U14s**

- Minimum hire period 1 hour
- Tables and chairs will be available on request

#### **Cort Bar Kitchen**

- Minimum hire period 1 hour

## Hire of College Facilities

### Gymnasium

- Minimum hire period 1 hour
- Music, Singing & Dancing - max number of persons 120
- Dinner/Dance/Seated Functions – max number of persons 120
- Spectator Sports or Displays – max number of persons 70

### Sports Hall

- Minimum hire period 1 hour
- Music, Singing & Dancing - max number of persons 120.
- Dinner/Dance/Seated Functions – max number of persons 120
- Spectator Sports or Displays – max number of persons 70

### Drama Studio DR01

- Minimum hire period 1 hour
- Seated – max number of persons 35
- Dancing – max number of persons 50

### Dance Studio DN11

- Minimum hire period 1 hour
- Dancing – max number of persons 35

### Dining Room

- Minimum hire period 1 hour

### Room Hire (music room, classroom)

- Minimum hire period 1 hour

### \*Grass Pitches (including mini pitches

- Minimum hire period 1 hour

The college reserves the right to restrict use of the playing field to protect it during inclement weather; when damaged or under repair; when waterlogged; or to fit with college curriculum or college demands.

## Hire of College Facilities

\*Artificial Turf Pitch (floodlights will be charged from 1 November through to 31 March)

- Minimum hire period 1 hour

### Netball Courts

- Minimum hire period 1 hour

### **General Conditions of Hire**

1. All hiring is at the discretion of the Governing Board.
2. The hirer shall satisfy himself that the facilities to be hired are suitable for his purpose.
3. The use of the premises must not interfere with the proper working of the college or impair its efficiency. In particular the Hirer acknowledges that it will not have exclusive use of the site.
4. Hired time will include setting up and clearing away.
5. Access permitted to hired areas only. Adults and children not participating in the activity for which the hiring is made must not remain on the premises during the session.
6. All areas hired must be left in a clean and tidy condition otherwise the Governors reserve the right to claim compensation for any college staff time required to restore the area to a useable condition.
7. Subject to the purpose of hire, the Governors require that the hirer should have arrangements for appropriate first aid assistance and equipment to be made available and have the appropriate first aid training or qualification.
8. Before hire commences, all adults involved in running activities for children are required to comply with Hampshire County Council's (HCC) procedure for List 99 and Criminal Disclosure checks.
9. Minimum hire period is 10 weeks.
10. A cancellation fee of the full 10 weeks hire charge will be levied in the event of cancellation by the hirer before the end of the initial hire period.
11. Regular lettings will be for probationary period of ten weeks. However, the Governors reserve the right to terminate a booking with immediate effect in the event of a serious breach of any of the terms of the hiring policy and or conditions of hire.
12. All lettings will be reviewed termly.
13. Full payment is due on receipt of invoice.
14. In the event of an ad-hoc cancellation by the hirer a £5 levy will be charged. In the event of an ad-hoc cancellation by the college, no cancellation fee will be payable.
15. The Hirer is responsible for the safeguarding and safekeeping of all items belonging to the Hirer, its guests/delegates or third parties engaged by it. The college accepts no responsibility for such items.
16. The Hirer must ensure that any electrical equipment bought in by the hirer has undergone a recent PAT test.
17. The Hirer shall indemnify the establishment and Hampshire County Council against all claims for damage, compensation and/or costs in respect of:
  - Bodily injury or illness to third parties and/or
  - Damage to third party property caused by or arising out of or being incidental to the Hirer's use of the premises – see appendix A attached
18. Any damage arising to college equipment as a result of the activities of the participants will be the liability of the Hirer.
19. The Hirer will be given a copy of the college's Health and Safety Policy.
20. The Hirer must ensure they have adequate insurance in respect of the liabilities and the loss or damage referred to respectively in conditions 12 & 13.
21. Letting may be terminated at the sole discretion of the Governing Board. Any

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- balance of fees will not be refunded.
22. The Hirer shall at all times provide an adequate number of supervisors for any activity and those supervisors shall be present throughout the hiring period.
  23. The Governing Board reserves the right to exclude individuals that it considers undesirable or inappropriate. The Principal reserves the right to require a representative to be in attendance for the preservation of good order and safety and to recover from the Hirer any additional expenses incurred as a result of this condition. If the principal's representative considers the behaviour of the Hirer, its guest/delegates to be unreasonable, then the representative may cancel and/or terminate the event with immediate effect and 'shall not be obliged to refund any part of the Hire charge'.
  24. In no circumstances shall alcoholic drinks be available at any function without prior consent of the governors. Permission will be granted only in exceptional circumstances. Applications must be made in writing at the time the hirer applies for the use of the premises. If permission is granted for alcoholic drinks to be sold it will be the responsibility of the hirer to ensure that a Temporary Event Notice is obtained from the local licensing authority. The Hirer agrees to comply with all conditions and limitations attached to the Temporary Event Notice he obtains. The Governors reserve the right to require sight of a Temporary Event Notice prior to the letting.
  25. Approval to use educational equipment (pianos, projectors, PE apparatus etc) shall be subject to the principal being satisfied that a competent person will supervise the use.
  26. Hirers shall familiarise themselves with the fire precautions in force on the premises and with the means of evacuation in the event of a fire, bomb warning or any other threat to safety. The Hirer is responsible for ensuring that persons attending are made aware of the evacuation procedures. Fire and other exits must be kept clear at all times.
  27. The Governing Board may vary conditions of hire at their discretion.
  28. All hirers will be given a copy of HCC Public Liability Insurance Policy and must sign a hire agreement letting form at the time of each booking.
  29. The Hirer may not assign or sub-let the hire of the college.

## **Appendix B**

### **Hirer's Insurance – Indemnity Clause**

In accordance with the terms of hiring it is customary to require persons/organisations to accept responsibility for damage to the premises and its equipment and for the third party claims involving injury to persons and/or damage to property.

#### **A. Injury To Persons Or Property**

1. The Hirer shall indemnify the college and Hampshire County Council against all claims for damages, compensation and/or costs in respect of:
  - bodily injury or illness to third parties, including the county council's servants and agents and/or
  - damage or loss to third party property caused by, or arising out of, or being incidental to the Hirer's use of the premises
2. The Hirer must ensure they have adequate insurance to cover this liability with a minimum limit of indemnity of:
  - £10 million for commercial hiring except where otherwise agreed
  - £5 million for non-commercial hiring

#### **B. Damage To Premises And Equipment**

1. The Hirer shall be responsible for the loss of or damage to the premises and contents therein, which is the property of the college and/or Hampshire County Council, except when loss or damage to the premises or contents is as a result of the negligence of the college or Hampshire County Council.
2. The Hirer must ensure they have adequate insurance to cover this liability with a minimum limit of indemnity of:
  - £10 million for commercial hiring except where otherwise agreed
  - £5 million for non-commercial hiring
3. Hirers must produce evidence that the required insurance cover is in place at least 7 days before the event.

### **Non-Commercial Hirers**

Due to difficulties experienced by non-commercial hirers in arranging Public Liability Insurance with a Limit of Indemnity of at least £5 million (the lowest limit acceptable for use of Hampshire County Council premises) the county council has arranged for the following policy, and Hirers who cannot produce evidence of Public Liability Insurance, must as a condition of the proposed hiring, accept the Hirer's Insurance arranged by Hampshire County Council, (provided they do not fall within the definition of the exclusions listed below).

Hampshire County Council – On Behalf Of Non-Commercial Individuals And Organisations Hiring County Council Schools, Community Colleges, Education Centres And Other Hampshire

### **County Council Properties**

#### **Operative Clause**

The indemnity will cover individual hirers for their legal liability for injury/illness to third parties and/or loss/damage to their property, and loss or damage to the premises and

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contents hired, including such liability that may be imposed on the Hirer under the terms of the hiring agreement.

### **Limitations**

For loss/damage caused other than by Fire or Explosion, cover is subject to an excess of £100.

Damage resulting from Fire or Explosion is limited to £5 million.

### **Exclusions**

Political Meetings and Professional Entertainment Promotions.  
Commercial, business or trade hiring.

### **Note**

This is a public liability insurance policy. It does not provide cover for:

- a) Employers Liability – if the Hirer has employees the Hirer must provide this cover.
- b) Professional negligence of the Hirer – if the Hirer is providing a professional service, it must take out this cover for itself.
- c) Personal Accident – cover for participants in the Hirer's activity where they have been injured as a result of a pure accident and there is no negligence on the part of the Hirer.

**Appendix C****Hire Cost**

Facility	Adult Including VAT	Adult 10+ Sessions Excl VAT*	Youth Including VAT	Youth 10 + Sessions Excl VAT*
Cort Theatre	£33.66	£26.93	£16.83	£13.47
Community Hub	£17.93	£14.35	£8.96	£7.17
Library	£16.50	£13.20	£8.03	£6.43
CPD Room	£33.66	£29.93	£16.83	£13.47
Conference Room	£15.73	£12.59	£7.86	£6.29
Interview Room	£15.73	£12.59	£7.86	£6.29
Drama Studio DR01	£19.80	£15.84	£11.00	£8.80
Dance Studio DN11	£17.93	£14.35	£8.96	£7.17
Canteen	£28.85	£23.08	£12.95	£10.36
Sports Hall	£65.01	£52.01	32.50	£26.00
Gymnasium	£29.15	£23.32	£14.57	£11.66
Badminton Court	£17.93	£14.35	£8.96	£7.17
1/2 Sports Hall	£35.86	£28.69	£17.92	£14.35
Netball Court	£12.32	£9.86	£6.16	£4.93
Basketball Court	£12.32	£9.86	£6.16	£4.93
Food tech Room	£16.50	£13.20	£8.80	£7.04
IT Room	£22.00	£17.60	£18.70	£14.86
Classroom	£15.73	£12.59	£7.86	£6.29
<b>Artificial Turf Pitch without and with floodlights</b>				
1/4 Pitch	£29.15	23.32	£14.57	£11.66
	<b>(£39.96)</b>	<b>(31.97)</b>	<b>(£18.58)</b>	<b>(£14.86)</b>
Half Pitch	£57.09	£45.67	£28.54	£22.84
	<b>(£68.31)</b>	<b>(£54.65)</b>	<b>(£34.10)</b>	<b>(£27.28)</b>
Full Pitch	£111.98	£89.58	£55.95	£44.76
	<b>(£136.62)</b>	<b>(£109.30)</b>	<b>(£67.32)</b>	<b>(£53.86)</b>



# Application for Hire of Facilities

## Contact Details

Name of Group or Organisation

Type of Activity:

Please tick applicable group details (\*please note that this does not include the organisers, who must be over the age of 18 years):

Young person under 18 years\*

Members of registered Youth Group

Persons over 18 years

Members of registered Adult Group

Senior citizens

People with disabilities

Approximate numbers in group including audience:

Contact Name:

Contact Address:

Daytime/Evening Contact Number:

Emergency Number:

Email Address:

Contact details for invoicing if different from above:

Would you like your groups details to be available on our website/advertising: Yes / No

## Booking Details

### INSIDE FACILITIES

Badminton Court 1  2  3  4

Canteen

Classroom

Conference Room

Drama/Dance Studio (C2)

Drama/Dance Studio (C3)

Gymnasium

Library

Professional Development Centre (CPD)

Sports Hall

Staff Room

### OUTSIDE FACILITIES

\* Floodlights are charged at a higher rate – ask for details

All Weather Pitch (ATP) Full\*

ATP Large Pitch\*

ATP Small Pitch \* 1  2

Basketball Court 1  2

Grass Pitch 1  2

Large Field

Netball Court 1  2  3  4

Tennis Court 1  2  3  4

Day: to Time: to Number of Weeks One off booking: Yes / No

This activity runs: Term time only Continuously (excluding bank holidays)

Start Date: End Date:

## Declaration

- I have read and accept the colleges' conditions of hire and agree to abide by these and any special conditions communicated to me. I undertake to inform the college if I have any vulnerable adults or children in my group. I agree to indemnify the County Council against any accidents or damage to County Council property or injury to persons which may be incurred as a result of hiring unless caused by the negligence or breach of statutory duty of the county council. I understand that the county council have taken out an insurance policy, brief details of which have been supplied to me, which provides an indemnity for my legal liability for accidents, damage and injury. I agree to abide by the terms of the policy.
- I enclose a copy or copies of appropriate qualifications held by the person(s) running the activities (where appropriate) in support of this application.
- I enclose a copy of our Public Liability Insurance.
- I have read and signed the health and safety policy statement. I agree to report accidents to the community office at the earliest opportunity.
- I accept that an additional charge may be made in respect of damage caused to the building or college property through negligence or wilful intent.
- I understand that there will be a minimum charge unless there is a concurrent hirer and I agree to the payment conditions.
- I am over 18.

**NB: We require 24 hour written notice of cancellation of bookings. There will be a £5.00 cancellation charge for each individual cancellation. If 24 hours notice is not given then the full charge will be applicable. All sport bookings require a VAT form HEF11(A) to be completed, please ask at reception.**

Signed

PRINT Name:



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