

Regulations for the letting of premises at Frome College

General

These regulations apply to the letting of all premises forming part of and maintained by the Governing Body of Frome College. Where use of Frome College premises is required by Act of Parliament these regulations apply only to the extent that they are not inconsistent with the provision of the Act concerned.

Definitions

The College	Frome College
Governing Body	The Governing Body of Frome College
Premises	The premises hired for the function as described on the letting form
Pitches	Rugby, cricket or football pitches
Grass Area	Areas other than marked pitches
Function	Purpose for which the premises have been hired as stated on letting form
The Hirer	The person letting the premises. When an individual signs on behalf of an organisation they shall be jointly and severally responsible with the organisation for the hire charge and any other associated costs incurred by the College as a result of a breach of these regulations.
The Letting Form	The form provided for the letting of premises at the College.

Procedure

- 1 All prospective hirers must complete the Lettings Form. Failure to do so will result in the letting not being approved and access to the premises being denied
- 2 The hirer must personally sign the lettings form and not assign or sublet the premises
- 3 In signing the Lettings Form the hirer confirms they have read the regulations, agreed to abide by them and accept responsibility for the use of the premises and the conduct of those attending at the premises

Applications for letting of premises

- 4 The Lettings Form must be received at least 21 days before the proposed date of use
- 5 Where the proposed date falls within the school holidays, the Lettings Form must be received at least 21 days before the end of term
- 6 Lettings Forms for the use of playing fields and pitches must be received at least 21 days before the proposed date of use
- 7 Applications will only be accepted for a maximum period of one year, between the first day of September of one year and the last day of August of the following year
- 8 When giving details of the length of time the premises are required the hirer must allow for any preparatory and cleaning up time. The hirer can only use the premises during the time stated on the Lettings Form

Risk assessments

- 9 The hirer must carry out any necessary risk assessments for the purposes for which the premises are let and confirm they have done so on the Lettings Form

Payment

- 10 For regular lettings – invoices will be sent from the Finance Team each half term
- 11 The College may at any time request a 10% non-returnable deposit 14 days before the proposed date of use
- 12 For any application made for the hire of the premises within 14 days of the hire date, the College may request the hire charge is paid in full before the booking is accepted
- 13 All payments must be made payable to Frome College and paid within 30 days of receipt of invoice. If payment is not received the College may cancel further bookings made by the individual organisation

Insurance

- 14 It is the responsibility of the hirer to effect all insurance required to cover their liabilities and to obtain public liability insurance cover of £5 million. Where insurance is arranged through the College, the hirer will be charged 12% of the lettings charge to cover the cost of insurance
- 15 The hirer must produce evidence of insurance to the College before the letting commences and before approval of the letting can be given. A copy of the relevant insurance certificate will be retained on file

Charges

- 16 The Governing Body will annually review the lettings charges
- 17 Charges will be made at the rates determined by the Governing Body and shall be liable to change without notice to the hirer
- 18 In the event of an incorrect charge being quoted, the Governing Body reserves the right to charge the correct rate
- 19 The Governing Body reserves the right to vary or waive the requirements of the regulations on charges

Approval/refusal of lettings

- 20 All lettings (including any variation in the terms of the lettings) shall not be approved or charge confirmed until approval or confirmation is given in writing/email by the lettings administrator
- 21 The Governing Body reserves the right to refuse any application, at any time, any agreement for hire made in consequence of any application. The College is not obliged to give a reason of such refusal or termination. Any fees paid will be refunded or an alternative date offered, except in the case of misconduct
- 22 The premises must not be used without a current written/email lettings approval. Any person who uses all or part of the premises or the College without authorisation will be charged at the appropriate rate and may be refused permission to use the premises or College in the future

Cancellation

- 23 The hirer shall give a minimum of 14 days written/email notice of a cancellation to the lettings administrator
- 24 Where a cancellation is made at any time within 14 days of the hire date the full charge will become due and payable by the hirer

Special conditions

- 25 The Governing Body reserves the right to impose special conditions in respect of any letting, series of lettings or class of letting to protect the College or employees. The special conditions will be notified in writing to hirers before giving written approval and before any deposit is paid
- 26 Special conditions may include any requirement considered by or on behalf of the Governing Body to be desirable, including exclusion of animals or equipment or the effecting of insurance
- 27 Where facilities are booked by the hirer prove not to be available during the letting, the Governing Body will consider applications for ex gratia refunds of a proportionate part of the letting charge, providing that no refund shall be given for facilities not included in the letting charge

Legal requirements

- 28 The hirer shall ensure that any activities for children aged under eight years comply with the Children Act (revised) 2004 and that only fit persons who have passed the appropriate Disclosure and Barring Service checks have access to the children. Checks also apply where children and young people under 19 years of age and vulnerable adults are taking part in activities. The Governing Body retain the right to request written confirmation that the hirer and associate persons hold a current DBS check where appropriate. The hirer must provide a copy of the DBS check and child protection policy relating to their function on request
- 29 The hirer must comply with the College's Health and Safety Policy
- 30 The hirer must comply with the legal requirements concerning the consumption of intoxicating liquor, music, singing and dancing licences, theatre licences and copyright. The hirer must not apply for licences without the specific approval of the Governing Body. The hirer must ensure that nothing is done on or in relation to the premises, in contravention of the law relating to gaming, betting and lotteries and be responsible for observance of the requirements of the relevant legislation
- 31 If a licence in respect of any activity in the premises is required, the hirer must ensure they hold the relevant licence(s)
- 32 Where a licensed bar is used during a function the hirer must ensure that the correct licence is obtained and approved by the relevant authority. The conditions attaching to any licence relating to a function must be observed
- 33 The hirer must comply with any legislation in force at the time of the letting. The hirer shall comply with section 12 of the Children and Young Persons Act 1933. This is to say where any play of entertainment is provided at which the majority of persons attending are children, if the number exceeds 100, it shall be the duty of the hirer to station and keep stationed wherever necessary a sufficient number of adult attendants, properly instructed as to their duties, to prevent more children or any other persons being admitted to the premises for any part of it than can be safely accommodated there and to control the movement of the children and other persons admitted whilst entering and leaving the premises and to take all reasonable precautions of the safety of the children
- 34 The hirer will, to the best of their endeavours, ensure the requirements of the Race Relations Act 1976 (in particular the need to promote good relations between persons of different racial groups) be observed at all times throughout the lettings
- 35 The hirer is specifically forbidden to use or to allow the use of the premises of any part of the College for any illegal or immoral purposes and shall not carry on any activities so as to cause a nuisance or annoyance for other users of the premises or neighbouring or adjoining premises
- 36 A no smoking policy applies at all times in all parts of the college including car parks and fields/pitches. The hirer must ensure that all users of the premises comply with this policy
- 37 No persons under the age of 21 is entitled to hire the premises

Electrical appliance safety

- 38 The hirer should ensure that any electrical appliances brought by them onto the premises shall be safe and in good working order. The hirer must hold a current PAT certificate and provide a copy of the certificate with the letting
- 39 Any electrical appliances used by the hirer are to be used in a safe manner in accordance with the Electricity at Work Regulations 1989

Health and safety

- 40 The hirer must ensure they know the position of the fire extinguishers and emergency exits in the premises, or the nearest available fire extinguisher and emergency exits
- 41 Before the start of the letting the hirer must check the following:
 - All fire exits are unlocked and all escape routes are free of obstruction
 - The fire doors are not wedged open
 - Exit signs are illuminated
 - That no obvious fire hazards are present
- 42 All means of exit from the premises must be kept free of obstruction. Fire safety appliances must not be removed or tampered with in any way

- 43 The emergency lighting supply and illuminated exit signs must not be tampered with in any way
- 44 The hirer must brief those attending the function with fire/emergency evacuation procedures at the start of each function (see section 48)

Outbreak of fire

- 45 The Fire Brigade must be called to any outbreak of fire, however small. Details of any outbreak must be given to the caretaker on duty as soon as possible
- 46 No telephone is available at the premises outside normal office hours. Hirers must have access to a mobile phone
- 47 The hirer is responsible for the safety of those persons attending the function and will ensure that in the event of a fire of emergency the procedures set out below are applied

Fire and emergency procedures

- 48 Any person discovering a fire should raise the alarm using the nearest call point. The alarm is indicated by the continuous sounding of electronic sirens and in some areas such as the Merlin auditorium – strobe lights. Evacuation zones are limited to individual blocks, only those areas where alarms are sounding are to evacuate

If the alarm is raised within the premises the following procedures will apply:

- All staff and visitors must leave the building immediately using the nearest fire exit door. The last person is to close the doors behind them if possible
- Do not stop to collect belongings
- Do not use the lift
- Follow the exit signs and make your way to ECOS (amphitheatre next to the Merlin Theatre)
- A member of staff or, if not present the hirer, to telephone 999 and notify the emergency services
- The hirer should contact the caretaker on call immediately
- Nobody to re-enter the building until authorised to do so by the fire authority

Condition of Premises

- 49 Whilst the Governing Body gives no guarantee as to the fitness, suitability or condition of the premises at the commencement of the letting, all reasonable efforts will be made to see that the premises are in reasonable condition

Damage loss of accident

- 50 The College shall not be liable for loss due to break down of machinery, failure or supply of electricity of gas, leakage of water, fire, government restriction or act of God that may cause the premises to close or the hire to be interrupted or cancelled
- 51 The College shall not accept any responsibility for the loss of or damage to any car or other vehicle which is brought to, or left at, the College

Supervision

- 52 The hirer must ensure that at least one responsible adult (and where appropriate sufficient responsible adults) is present and able to supervise at all times during the letting
- 53 The hirer accepts responsibility for being in charge of the premises at all times when members of the public are present
- 54 The hirer is responsible for ensuring that all the regulations governing the letting agreement are met including those relating to management of the premises and supervision of all present
- 55 The hirer shall at all times maintain good order and shall ensure that no undesirable person is permitted to enter, remain, or otherwise make use of the premises
- 56 The hirer is responsible for ensuring that no one shall trespass on any part of the College not covered by the letting agreement. Should any trespasser activate the security system the hirer shall pay any charge levied on the College
- 57 All instructions given to the hirer about parking a vehicle must be observed
- 58 Parking is prohibited on pathways and grass areas of the College

- 59 The car parks provide ample spaces. Hirers must ensure that all associated users are aware that the car park is available and should be used
- 60 No cars are to be driven on to any sports area. Failure to comply with this regulation will result in an immediate warning
- 61 The hirer must ensure that cycles are not ridden on footpaths or on grassed areas around the College
- 62 Admissions to dances, concerts or similar events must be ticket only. The hirer must keep a written record of the number of persons admitted to the premises and leaving the premises so that the number of people present in the building at any time can be established. The written record shall be made available for inspection by all appropriate bodies including the police, any authorised officer of the fire brigade, the licensing authority and the Governing Body
- 63 If the premises are let for the purposes of a private party, admission shall be by invitation only
- 64 The hirer must provide sufficient adult supervision in order to maintain good order both inside and outside the premises
- 65 The hirer must provide suitable security on the door to ensure control of entry and good conduct of the event
- 66 Anyone providing music must ensure the volume is kept to a reasonable level and must not cause any interference with any other activities in the College or inconvenience to local residents
- 67 The hirer is responsible for notifying the police authorities and local residents of any function which may cause inconvenience or temporary disruption, for example, unsociable hours or increased traffic
- 68 The hirer is specifically forbidden to use, or allow the use of the premises, for any illegal or immoral purposes and shall not carry on any such activity so as to cause a nuisance or annoyance to other users of the premises or local residents

Explosive and flammable substances

- 69 The hirer shall ensure that:
 - Flammable substances are not brought onto or used in any part of the premises
 - No internal decorations of a combustible nature e.g. polystyrene, cotton, shall be used
 - No smoke machines, lasers, strobes, real flames, firearms, special effect equipment, pyrotechnics or lighted candles (save for small candles on a birthday cake) shall be used, without prior discussion with the IT Department and permission from the Business Manager

The equipment and accommodation

- 70 The hirer must clear away all rubbish and leave the premises in the condition in which they were found
- 71 In the event of any damage or defects caused to the premises or equipment in the premises, the hirer must notify the Business Manager in writing
- 72 If there is another hirer letting the premises immediately afterwards, that hirer should also be informed of the damage and defect
- 73 The hirer shall make good or pay for all damage (including accidental damage) to the premises, fixtures, fittings, specialist equipment or content and any loss of content
- 74 Any desks, furniture or equipment in the premises must not be interfered with without the prior approval of the caretaking team, lettings administrator or Business Manager
- 75 Standing on seats, furniture, windowsills, etc is not permitted. Fittings, fixtures or decorations of any kind are not permitted, other than purely temporary arrangements that do not require nails, screws or other fixed devices that would damage or disfigure part of the premises
- 76 Chalk, resin or polishing materials may not be used on floors
- 77 The lighting arrangements and sound systems of the premises must not be supplemented or altered, without prior discussion and permission from the IT department.
- 78 If the hirer wishes to install specialist equipment, the hirer must give 14 days' written notice to the lettings administrator and receive written confirmation from the College
- 79 Specialist rooms and equipment, including gymnastic equipment, public address systems, stage lighting and pianos are not included in the letting agreement unless specifically mentioned in the letting form and approval in advance given by the lettings administrator

- 80 Before the lettings administrator gives approval of the use of any specialist rooms and equipment, the hirer must give details of the names and qualifications of the person or persons using the rooms and equipment. If the approval is given, the hirer is responsible for the proper use of the specialist equipment
- 81 The College does not provide first aid facilities for the hirer, or guarantee access to a telephone for calling assistance during lettings. Hirers must make their own arrangements in this respect
- 82 The Governing Body does not undertake to provide suitable chairs or seats for use by the hirer
- 83 Any furniture provided by the hirer must be removed immediately after the end of the letting

Vacation of the premises

- 84 The hirer shall ensure the premises are vacated by all people attending the function within the time specified within the letting form. The hirer shall ensure that any articles taken to the premises are removed at the end of the function. If the articles are not removed the Governing Body reserves the right to charge the hirer for each day, or part of a day, until the articles are removed. Failure to remove articles at the end of the function, in the event causing significant disruption to the College will be charged a sum to reflect the inconvenience to the school

Catering facilities

- 85 A separate charge shall be made to use the school catering facilities in addition to charges for the letting of the premises. The following special conditions must be observed:
- A member of the Colleges' contracted catering staff must be present whilst the catering facilities are being used. The requirements of that member of staff must be obeyed unless specific permission for sole use of the kitchens has been given by the Business Manager within the letting agreements. The hirer is responsible for the proper use of the facilities if approval is given. Any application to use these facilities must specify the name and qualifications of the person(s) using the equipment
 - There must be not smoking in any kitchen by any person handling food or catering equipment
 - College tea cloths must not be used
 - The kitchen and equipment must be left as clean as it is found
 - College crockery and cutlery must not be used except by special permission of the Business Manager
 - Tables must be covered before use and washed after use
 - Any other special conditions that may be specified by the Governing Body

Grounds and playing fields

- 86 The following regulations governing grounds and playing fields are to be read together with the relevant provisions on dual use
- 87 The Governing Body do not give any guarantees to the standard of any of the playing fields nor of the maintenance or improvement of this standard during the season. The hirer shall be deemed to be aware of the state of any of the playing fields upon submitting the application and the application will be deemed to be for the particular playing fields as seen
- 88 The Business Manager shall decide whether any of the playing fields is fit for use and their decision shall be final

Compliance with regulations

- 89 If the hirer fails to comply with any of these regulations whether intentionally or not, such failure may be deemed by the Governing Body to be just cause for the immediate cancellation of any letting or fees for letting
- 90 If facilities prove not to be available during the letting, the Governing Body will consider applications for refunds or a proportionate part of the letting charge, No refunds will be given for facilities not included in the letting charge
- 91 The Governing Body's decision as to any refund will be final.