



Room Hire Terms & Conditions

REF NO. INF-LSS-013

Approved by Senior Leadership Team (SLT)

Strategy/Policy Responsibility: Learner Services

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Terms and Conditions of Hire

1. Scale of Charges

The current Scale of Charges is attached and is reviewed each financial year. The charges for the accommodation include the provision of normal lighting, heating and cleaning and furniture and equipment arrangements as booked.

2. Legal Obligations

Sutton College has a duty to promote fairness and justice for all through its practices with regard to employment and service delivery, and expects hirers or users to comply with Sutton College's obligations.

- Promote Race Equality
- PREVENT Duty
- Promote Equality of Opportunity
- Promote Good Relations Between People of Different Racial Groups
- Avoid and counter discriminatory practices
- External Speakers Terms & Conditions

The Hirer or Authorised Representative must ensure that all activities and people providing activities, goods or services understand that there must be no contravention of the principles described above. The Hirer or Authorised Representative will be agreeing to that responsibility on signing the contract of Hire.

- Sutton College will conform to all statutory legislation and recognises and accepts its responsibility for providing so far as it is reasonably practicable, safe and healthy work places and working environment, both physically and psychologically, for all its employees, volunteers, other workers and people who use Sutton College services. The hirers or users should also ensure that they comply with Sutton College's rules, and have ensured that they have assessed their own risks and activities. Where these activities impact upon Sutton College or its staff or other users then the hirers shall arrange to advise Sutton College of the risks and agree any action or risk management as is deemed necessary.
- Sutton College together with users or hirers will meet this responsibility, paying particular attention to workplace risk assessment, health surveillance and the provision of sufficient organisation and arrangements for the health and safety of persons not in Sutton College's employment that visit to carry out their duties or regularly occupy all or part of Sutton College designated working environments. Sutton College cannot accept any responsibility for the failure of any hirer or users with respect to their own risks, Sutton College reserves the right to ask for copies of hirers or users risk assessments at any time, failure to supply these shall result in the hiring being terminated [without refund] until the risk assessments are available.
- Both parties must ensure that all reasonable steps are taken to protect Sutton College employees, and others who are Sutton College's responsibility under the Health and Safety at Work etc Act 1974 and its associated Regulations, from physical and/or verbal abuse.

3. Fire Safety

Prior to any course or meeting starting the organiser must inform all course/meeting participants what action to take in the event of the fire alarm being activated. The routes to the nearest fire exits must also be explained. Organisers/tutors who are new to the Centre should approach a member of staff to clarify evacuation procedures).

4. Other Regulations for Hiring Premises

- 4.1. Sutton College reserves the right to limit the number of people admitted to the premises depending upon the type and size of the accommodation hired.
- 4.2. Sutton College may cancel the hiring if the premises are required by Sutton College for educational or maintenance purposes. However, we will give as much notice as possible.
- 4.3. Additional costs will be charged for security when the premises are hired when the College is closed, weekends and on Bank and Public holidays.
- 4.4. Permission to use the premises is personal to the hirer who may not therefore assign it or sub-let the use of the premises. The hire charge is payable within one month of receipt of invoice.
- 4.5. No gambling will be permitted.
- 4.6. The room layout, equipment and conditions of use will be as agreed in the contract of hire. At the end of the booking the room should be left as it was found.
- 4.7. Hirers must undertake to use the premises in an orderly way and for the purposes for which they are hired.
- 4.8. No furniture, instruments or equipment belonging to the hirer may be left or stored on the premises. Materials brought onto the site must also respect Sutton College's obligations with regards to Equalities legislation and the PREVENT Duty
- 4.9. Notices must not be exhibited on any part of the premises.
- 4.10. When the hirer intends to use the premises and expect the public to attend such as for fetes or similar activities, the hirer shall take out Public Liability insurance in the joint names of himself indemnifying the hirer against any claims and proceedings by any person in respect of any damage or injury (including injury resulting in death) arising directly or indirectly from the hirer's use of the premises. The limit of indemnity in such policy shall be not less than £2,000,000.

If the hirer hires a room/hall on a regular basis, then they should have their own Public Liability Insurance to cover the activities and a copy must be held by the centre office before the let is agreed. The Insurance should be for a minimum of £5,000,000, however if the let is for a meeting and they are unable to get this amount they need £2,000,000.

- 4.11. Sutton College does not undertake any responsibility for the loss of or damage to any goods or effects belonging to the hirer and/or members of the organisations, associations or clubs, or to any other person present, whether by fire or other reason, nor for any injury to any person or persons attending the premises from whatever cause

(except in the case of such injury, the negligence of Sutton College) neither will Sutton College accept any responsibility for any breakdown, failure of internet facilities or other similar infrastructure, leakage, fire or accident rendering necessary any closure of the premises nor any interruption of the hiring or of any repairs or renewals consequent on any such breakdown, leakage, fire or accident.

4.12 The premises are not licensed for public entertainment and the collection of money for admission cannot be permitted. The entertainments that are permitted in the premises under the terms of the hiring cannot therefore be advertised to the general public.

4.13 Hirers and their authorised representatives must comply at all times with the requirements of the Disability Discrimination Act 1995 (Amendment) Act 2006, the Race Relations Act 1976, the Race Relations (Amendment) Act 2005, the Health and Safety at Work etc Act 1974, the Public Order Act 1986 and all amendments to such legislation and our Safeguarding and PREVENT policies.

4.14 Hirers' should check the premises are safe and suitable before undertaking any activities and report any hazards or damage to Sutton College.

4.15 No illegal substances are to be brought onto the premises.

4.16 No alcohol is to be brought onto the premises without the authority of Sutton College. Where this authority is given it will only apply to consumption and not sale. The hirer shall be responsible for ensuring that no underage drinking takes place, and accepts responsibility for enforcing this issue.

4.17 Smoking is not allowed anywhere on site.

4.18 For multiple room hire bookings a 50% deposit will be required which is non- refundable.

4.20. Sutton College reserve the right to request full payment in advance of any booking and to ask for references from previous hirers.

4.19 Failure to comply with these Conditions and Regulations may result in Sutton College refusing without explanation any application; and cancelling any hiring at any time without written notice. On the termination of the hiring under this condition Sutton College shall return to the hirer all or part of any money paid but shall not be under any liability for any loss or damage arising out of such termination.

4.20 Failure to comply with these Conditions and Regulations in any Part may render the hirers ineligible for further hirings.

4.21 Sutton College will automatically cancel any agreement with the Hirer where the Hirer or Authorised Representatives or their users contravene or intend to contravene any part of the contract of Hire.

4.22 Sutton College reserves the right of entry to the premises hired at all times of such Officers as they deem necessary for the proper supervision of the premises and activities.

I agree to the above terms and conditions:

Signed

Name of adult responsible for the activities

Group represented

Date

Sutton College Room Hire Charges

Ordinary classroom – minimum 2 hours	Charge
Hourly rate	£35
Half day	£90
Full day	£175
Drama room (S)– minimum 2 hours	
Hourly rate	£55
Half day	£160
Full day	£310
Arena (S)– minimum 2 hours	
Hourly rate	£75
Half day	£210
Full day	£420
ICT Computer rooms – minimum 2 hours	B6 iClick
Hourly rate	£85
Half day	£220
Full day	£330

1. Out of term time/college closure hours for caretaker support £50 per hour
2. LBS departments receive 20% discount
3. Partner, voluntary and charity organisation bookings are negotiable
4. Affiliated group price on application
5. IT support is available on request for an additional charge (price on application)
6. Rates for regular/block bookings are negotiable
7. All clients must provide risk assessments, public liability insurance information and references on request
8. Sutton College reserves the right to request a 50% non-refundable deposit for all lets.
9. Sutton College reserves the right to request full payment in advance of any booking.

Appendix 1

Support and Services Provided to Subcontractor by Sutton College

Sutton College retains 20% of the Government Funded value of the provision delivered by the subcontractor. This is referred to as the 'management fee'. The level of management fee has been arrived at by a detailed assessment of the costs involved in managing an external delivery partner. This amount ensures that our subcontracting arrangement is a viable delivery option whilst remaining fair to the subcontracted partner.

In order to ensure the high level of quality expected by Sutton College and OFSTED, each subcontractor will receive the same package of support as each of our direct delivery centres. OFSTED has previously recognised that there is clear evidence in place that this process is successful in maintaining an effective quality improvement framework and is testament to our excellent learner outcomes, results and experiences.

The services provided are as follows:

- Contract Management – Each subcontracted partner will receive a full programme of support throughout the period of the contract. This will involve an annual contract initiation meeting followed by bi-monthly support meetings. Contract support will consist of:
 - Confirmation of Allocation and payment process. ○ Annual due diligence checks.
 - Financial support Sutton College & London Borough of Sutton Finance team.
 - Policies and Procedures guidance including Health and Safety Support.
 - Advice on Government policy.
 - Full suite of course management paperwork and support and training for tutors and managers in ensuring accurate completion.
 - Learner support – including access to specialist advice and specific support service for individuals with learning difficulties and disabilities.
 - Performance management support - including access to Sutton College trackers and regular bi-monthly monitoring meetings.
- Financial Support – Each partner will receive a financial support and payment service consisting of the following:
 - Payments issued on a monthly basis as set out in the payment schedule detailed in this contract. Payment will be issued by BACS.

- o Any queries relating to payments will be acknowledged within 3 working days and resolution will be sought within 7 working days. Please note this timeframe may be extended if the action required to resolve the query, requires a response from both the Subcontractor and CLAS.
 - o Partners will receive a continuous summary of the payments issued to date and any details of reconciliation via the shared tracker.
 - o Specific financial advice will be provided in relation to Sutton College processes, Adult Education Budget funding rules and other ESFA finance policy.
- Support for Quality of Teaching & Learning – Partners will receive full extensive quality support through the Sutton College Observation of Teaching, Learning and Assessment (OTLA) process as follows:
 - o All tutors delivering programmes will be observed annually in line with the current OTL policy.
 - o Access to curriculum observer, to be able to monitor and develop action plans from tutor observations.
 - o New tutors delivering Sutton College programmes, will be monitored via a non-graded observation before receiving a graded observation in line with the current OTL policy.
 - o Opportunity to undertake peer observations to share good practices.
 - o Undertake Quality Assurance Meetings (QAMs) to review centre data.
 - o Standardisation meetings.
 - Publicity and Marketing Support – Partners will receive marketing and communications support consisting of the following:
 - o Advertisement of courses and contact details in any relevant brochures produced.
 - o Advertising on the Council’s social media sites (Facebook; Twitter and Instagram).
 - Curriculum Development and CPD – Partners will receive access to a programme of CPD and support on curriculum development as follows:
 - o Curriculum CPD events throughout the academic year.
 - o Sharing good practice and innovation

The associated costs to support these services are outlined in the following table and will be itemised within Appendix 1 on each Employer Contract with the explanation of how the cost is reasonable and proportionate to the subcontracted training and what its contribution is to the high quality training scheduled to be delivered:

Total Management Fee based on the contract value	20%
Service/Support	Cost
Contract Management	8%
Finance Support	4%
Support for Quality of Teaching & Learning	4%
Publicity and Marketing Support	2%
Curriculum Development and CPD Support	2%