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Responsibility:	Director of Estates and Campus Services

This policy applies to all College activity including ESF contracts.

EXTERNAL LETTINGS POLICY

1. PURPOSE

- 1.1. This policy sets out the approach and procedures involved in the hire of College premises in relation to external lettings.
- 1.2. Anyone wishing to hire Sue Townsend Theatre should [contact](#) the Theatre Management.

2. PRINCIPLES

- 2.1. Leicester College has an External Lettings Policy in place to cover hire of its venues and facilities. The College will make available its facilities to third parties wishing to hire them, subject to suitability and availability of the venue.
- 2.2. The College's students and staff will always take priority for any use of its facilities. There should be no expectation by potential hirers that facilities can be made available or that hire requests will be accepted.
- 2.3. Bookings will be accepted in line with the College's Safeguarding and Prevent Policy and Freedom of Expression Policy. The College reserves the right not to accept bookings.
- 2.4. All bookings will be subject to the College's standard terms and conditions set out in the External Lettings Agreement, included as an Appendix.
- 2.5. The Estates department will retain responsibility for the hiring of the facilities, the completion of associated documentation and liaison with clients. All external lettings must be managed by the Estates department.
- 2.6. Associated areas of the College will liaise closely with Estates to ensure that external clients are completely satisfied with the service provided by the College.

3. HOW TO REQUEST A BOOKING

- 3.1. External clients wishing to hire the College facilities should contact the Estates department scurtis@leicestercollege.ac.uk where client contact details will be

External Lettings Agreement

taken and advice given regarding the hire of rooms e.g. availability, price, access requirements, hospitality, parking, AV equipment etc.

- 3.2. The availability and suitability of the venue/facilities required will be checked, along with the purpose of the hire and any safeguarding or other risks assessed. Further details may be required from the potential hirer at this point.
- 3.3. Subject to a suitable venue/facility being available, a provisional booking will be made and a quote provided to the hirer. If the hirer accepts the quote, a contract will be issued along with a request for a deposit, where applicable. Bookings will only be confirmed upon receipt of the signed agreement and deposit.
- 3.4. The cancellations policy is set out in the External Lettings Agreement (attached as an Appendix).
- 3.5. Any issues resulting from a booking should contact the estates department who will undertake initial investigations and liaise with clients on behalf of the College. Complaints may be further referred to the Quality Unit if unresolved quality@leicestercollege.ac.uk.

4. PRICING AND COSTS

- 4.1. Up to date hire costs are available from the Estates department. Queries regarding the pricing structure and fees levied will be dealt with by the Director of Estates and Campus Services
- 4.2. After receiving a hire request through a completed booking form, the College will check availability and will provide a written quote for the cost of the hire. All hirers will be asked to sign an External Lettings Agreement which sets out the terms of the hire.
- 4.3. All new hirers will be asked to provide a non-refundable deposit.
- 4.4. The College is not able to reduce the room hire charges for charities or other not-for profit organisations. All hirers are required to pay full costs.
- 4.5. Additional charges for catering and refreshment prices are quoted and invoiced separately by the catering services team

5. PROCEDURES

- 5.1. Following a request for an external letting, the procedures for arranging lettings are:
 - 5.1.1. Estates issue a Lettings Agreement to the client. a provisional booking will be made and a quote provided to the hirer. If the hirer accepts the quote, an agreement will be issued along with a request for a deposit, where applicable. Bookings will only be confirmed upon receipt of the signed agreement and deposit.
 - 5.1.2. Estates liaise with Timetabling who enters bookings onto the timetabling system. Once booking is confirmed, Estates contact other relevant areas of the College relating to the booking: eg: Information Centre, Premises Officers, Campus Wardens, and Marketing etc.

- 5.1.3. Estates coordinate the booking on the Resource Utilisation SharePoint site with Timetabling and communicate with the associated areas whilst maintaining the overview and general contact with the client.
- 5.1.4. Estates confirm the booking in writing to the client, organise an invoice request form to finance and ensure that follow up invoices (for termly lettings) are sent out at regular intervals.
- 5.1.5. Estate deals with any cancellations and liaises with both external clients and internal areas as appropriate.
- 5.1.6. Estates deals with any complaints resulting from any external lettings.

6. ADDITIONAL CONSIDERATIONS

- 6.1. All external lettings only be made in locations which are fit and suitable for the hire purpose. These areas should not be used for meetings or social gatherings unless adequate procedures are in place. Under no circumstances will Leicester College facilities be let for private parties.
- 6.2. The College shall not unreasonably refuse consent to any external or internal event or speaker. The College reserves the right to refuse consent to any event or speaker which involves, or is reasonably expected to involve, the expression of views that are in breach of this policy or there are other reasonable grounds for refusal. Further detail is set out in the Freedom of Expression Policy.
- 6.3. It is imperative that any charges fully cover the funds required to pay for adequate hire and related staffing costs. This is particularly important when the College is officially closed. Only under exceptional circumstances and under the advice of the Director of Estates should bookings be made when the College is closed.
- 6.4. Risks involved in using external speakers and staging events will be considered. These include but are not limited to:
 - security of premises
 - the safety of persons attending or in the vicinity
 - the welfare of students and staff,
 - and the ability to ensure good conduct of hirers, their attendees and visitors.
- 6.5. An event may also be cancelled if there are concerns that the event may risk student safety, violate health and safety requirements or if the event risks violating legislation as regards hatred, discrimination or incitement.

7. COMMUNICATION AND REVIEW

- 7.1. This policy will be reviewed every three years.

LEICESTER COLLEGE EXTERNAL LETTINGS AGREEMENT

Whereby it is agreed as follows:

1. The Hirer shall be responsible for the payment of all charges and for compliance with these conditions. Hirers are advised to view the facilities in advance of the hiring, to ensure the suitability for the hiring. Leicester College makes no statement and gives no warranty that the venue will be suitable. Cancellations will not be accepted because the Hirer has failed to inspect the premises.
2. The Hirer agrees to adhere to the agreed hire dates and times in the Booking Form. The Venue will be reserved for the Hirer during these dates and times and the Hirer must ensure that they enter and vacate the venue promptly at the agreed times.
3. The Hirer must not use the Venue for any purpose other than that stated in the Booking Form. Leicester College reserves a right of entry to the Venue for any of our staff and may inspect the Hirer's use of the Venue at any time.
4. A confirmed booking will only be placed when the Venue has received the completed forms and non-refundable deposit where this is requested. Deposits will be requested from all new Hirers.
5. Leicester College reserves the right to refuse any application without giving a reason, or to accept any application subject to any additional terms and conditions Leicester College considers necessary. This includes the right to refuse to confirm any provisional booking previously agreed with the Venue.
6. The Hirer event must cease no later than the times specified in the Booking Form. The Hirer must ensure that the Venue is vacated by all persons at the end of the hire period, any additional time will be charged at the appropriate hourly rate or part thereof. All articles brought to the Venue in connection with the event must be moved within the time limit agreed.

COSTS OF HIRE

7. For all hire charges including deposits and charges for additional technical support,

please contact

scurtis@leicestercollege.ac.uk.

PAYMENT TO THE COLLEGE

8. A non-refundable deposit as detailed in the hire quote may be required to confirm the booking. The balance is due as per the details in the hire quote.
9. Payment must be made on invoice. Any sums due under such an invoice no later than a period of 30 days from the date of invoice.

CANCELLATION

10. Cancellation by the Hirer:

- 10.1. The Hirer may cancel the hire booking at any time by giving College written notice of cancellation. Subject to the terms of the hire quote, a cancellation charge may be payable and any payments already made to the Venue will not be refunded.

11. Cancellation by Leicester College:

- 11.1. If Leicester College needs to cancel the hire booking for any reason, it will explain the reason to the Hirer and give the Hirer as much notice as is reasonably possible in the circumstances. Leicester College may cancel the hire booking in circumstances where:
- 11.2. The Hirer commits a material breach of these Terms and Conditions, or the Hirer commits a non-material breach and fails to remedy it within the time given in a notice from us specifying the breach and requiring its remedy;
- 11.3. Leicester College reasonably believes that the Hirer has mis-stated the nature of the event on the Hire Agreement, or Leicester College considers that the event is unseemly, undesirable or carries an unacceptable risk. The College's decision (in its absolute discretion) shall be final;
- 11.4. A Force Majeure Event occurs (a Force Majeure Event means where

the Venue becomes unavailable for a reason outside our control, including but not limited to: calamity; civil war; terrorism; fire; flood; earthquake; pandemic; strikes or lockouts; withdrawal of consents or licences; breakdown of machinery; failure of supply of electricity or gas; government restriction; act of God; necessary and unavoidable repairs or health or safety concerns);

- 11.5. Leicester College believes that the Hirer is in contravention of the College's safeguarding, health and safety, equality and diversity, or data protection policies or modern slavery statement. Policies are available from the Venue management.
12. If Leicester College cancels the hire booking:
 - 12.1. For either of the reasons set out in clause 11.1.1, 11.1.2 and 11.1.4 above, Leicester College will retain any deposit and hire charges.
 - 12.2. For the reason set out in clause 11.1.3 Leicester College will refund any deposit or hire charges the Hirer have paid.
13. In the event that Government guidance relating to the Covid-19 pandemic reintroduces, or otherwise affects, the need for social distancing thereby reducing the capacity of the Venue, the Hirer may:
 - 13.1. Continue with the booking while adhering to Government guidelines; or
 - 13.2. Postpone the booking and arrange an alternative booking date with no cancellation charge; any deposits and fees paid will be retained by the Venue pending the rearranged booking; or
 - 13.3. Cancel the booking; a cancellation charge, at the sole discretion of Leicester College, will apply.

OTHER CONSIDERATIONS

14. For events that include children, the Hirer must contact the Education Welfare Service of the local authority where each child lives to obtain a performance licence or exemption letter. Compliance is a legal requirement.
15. The Hirer must ensure that all reasonable precautions are taken for the safety of children. Please note that all Venue staff have undergone an Enhanced DBS check. The Hirer is responsible for providing appropriate chaperones for events

involving children under 16 years.

16. Hirers must have their own safeguarding policies and processes and make these available for inspection if requested. A named contact for referral of any safeguarding concerns must be provided at the point of booking.

PUBLICITY AND MARKETING

17. Hirers are responsible for producing their own publicity materials. In promoting events, Hirers must adhere to local planning regulations.

PERFORMING RIGHTS SOCIETY

18. The Hirer must not permit the event to be recorded, televised or broadcast or permit photographs or videos to be taken without written permission from the Venue management.
19. The Hirer must ensure that no work in which copyright exists is performed unless written permission has been obtained from all copyright owners; or is broadcast, unless specific consent to broadcasting has been obtained. The Hirer is responsible for and must pay any and all taxes or royalties chargeable or payable in respect of the event.
20. Leicester College has obtained the licence of the Performing Rights Society for the performance of copyright musical works in our premises (PRS Licence). Hire charges include performing rights licence costs.
21. Where the event involves the performance of copyright musical works covered by our PRS Licence, the Hirer must: comply with the terms of our Licence, complete PRS Forms relevant to the Hirer event (Schedule 1).
22. The Hirer must not use the Venue for any other purpose that has not been agreed in advance with the Venue management.
23. The Hirer shall not allow the use of obscene or profane language or permit any drunken disorderly or otherwise undesirable person(s) to enter or remain upon the premises. The Venue management reserves the right to request the Hirer to refuse admission to, and/or request or effect removal from, the premises of any person(s) deemed to be behaving unsuitably or unacceptably, without having to state any reason. The Hirer must take every care to ensure that undesirable persons are not permitted to enter or make use of the Venue, and the

Hirer is responsible for good order and conduct during the hire period.

TECHNICAL INFORMATION

24. The Hirer hereby agrees to provide the College with details of any technical or other equipment required prior to the hire.
25. The Hirer shall not bring into the Venue any noxious chemicals, explosive devices, or such material and equipment which may cause damage to the Venue or persons present.
26. All electrical equipment brought into the venue by Hirers must have an up to date PAT test and be subject to a visual inspection by venue staff. PAT test certification for electrical equipment must be brought to the venue with the Hirer. Failure to do this may result in the Hirer's equipment not being allowed into the venue.
27. Hirers must ensure that the correct PPE is worn and used at all times by their staff, volunteers or contractors. If requested, Hirers must ensure they provide suitably trained staff to safely meet their requirements. Hirers must provide evidence of adequate working at height training before use of the ladders is permitted. The Venue accepts no responsibility for any injuries that may occur due to negligence by its Hirers.
28. Any additional equipment required by the Hirer in excess of that available at the Venue must be provided by the Hirer at their own expense.
29. The Venue may refuse to allow any article or appliance which may be considered dangerous or offensive to be brought into the Venue.

INSURANCE

30. Leicester College will provide Public Liability Insurance for the venue. It will also provide Employer's Liability Insurance for its own employees in the venue. The Hirer must provide Liability Insurance for its own staff and contractors. The liability insurance must be for a minimum of five million pounds (£5,000,000) for any one accident and must indemnify the Venue. A photocopy of the policy must be provided with this agreement.
31. If significant damage occurs to the venue through the Hirer's misuse of the facility and its equipment, the Hirer will be invoiced for the cost of reinstating all or any part of

the Venue, or any property in or upon the Venue, which is damaged, destroyed, stolen or removed during the hire period if the damage is in relation to or caused by the hiring.

HEALTH AND SAFETY

32. All Hirers must supply a full risk assessment for every event; this must be provided two weeks before the event. By signing this agreement, the Hirer confirms they have read and will follow the College's own risk assessments which can be obtained from scurtis@leicestercollege.ac.uk
33. The Hirer must also comply with the requirements of the Health and Safety at Work Act 1974 (and all future amendments thereto), in particular but without limitation the need to provide confirmation that all equipment used for the event complies in all respects with required Codes of Practice; for example, that all electrical items have current PAT testing certificates, hazardous substances have appropriate COSHH documentation. Any electrical equipment brought into the Venue must be set up by a competent person and the equipment is the responsibility of that person or their authorised representative.
34. Hirers must come to the Information Centre on the site, register with the Self-Service visitor system, have their photographs taken for a visitor badge and wear their badges at all times they are on College sites.
35. Persons using the building must receive a simple health and safety induction which will explain fire alarms, assembly point, and how to contact the emergency services. The Hirer will ensure that all of their staff, volunteers and contractors have read the Venue's risk assessment. The Hirer must comply with the health and safety regulations of Leicester College. The Hirer must ensure that their staff, volunteers and contractors are familiar with the Venue's evacuation procedures and location of extinguishers and alarms.
36. For fire regulations, all of those attending the event must leave through the nearest fire exit. Hirers are responsible for assisting their own staff and customers in the unlikely event of an emergency evacuation, emergency exits and the evacuation assembly point will be shown to them upon arrival.
37. Hirers must:

- 37.1. Not wedge open fire check doors, obstruct fire exits or access to fire-fighting equipment. Hirers must ensure that they know how to use the equipment.
 - 37.2. Make sure they know the evacuation procedure in case of fire and all means of escape from the building. It is the Hirer's responsibility to contact the Venue prior to the hiring to be shown the position of the emergency exits and the fire extinguishers.
 - 37.3. Make sure they know the person responsible for the first aid equipment and where the equipment is kept.
 - 37.4. Report all accidents, no matter how small, to the Venue staff for the appropriate accident form to be filled out and a report sent to the Health and Safety Officer. All accidents will be reported in line with Leicester College's reporting procedures.
 - 37.5. Report any dangerous conditions to the Venue staff.
38. Smoking including e-cigarettes is banned throughout all College buildings and sites.
39. Leicester College expects that, after hiring, all areas used are to be left in a clean and tidy state. If additional cleaning is required by Venue staff, a charge may be added to the final value of the hire charge.
40. In the event of any health and safety concerns arising during an event, the Venue Management reserves the right to stop the event at any point. This might involve the event closing early, being delayed or cancelled. In these circumstances Leicester College will retain any deposit and hire charges paid.

FIRST AID

- 41. The Venue can provide a First Aider when available, however if a First Aider is unavailable, there will be an Appointed Person who will be able to look after the first aid equipment and facilities and call for the emergency services if required. Please bear in mind that they will not be able to administer First Aid. The Hirer must carry out a risk assessment of the activities to be undertaken at the Venue to ensure that any necessary additional First Aid support is available.

GENERAL INFORMATION

- 42. No foods will be permitted to be consumed in any part of the Venue without prior consent from the Col. Note there may be a

charge for bringing food into the venue.

- 43. Leicester College retains at all times the sole and exclusive right to determine the times for opening and closing the Venue premises and to control and manage the Venue premises.
- 44. Any complaint about any of the arrangements made by the College in connection with the event should be directed to quality@leicestercollege.ac.uk within seven days of the cause of such complaint arising. Complaints will be dealt with in line with Leicester College's Complaints Policy.

HIRER DECLARATION

45. I confirm that the following documents have been provided or will be provided as per the deadline discussed with the Venue management.

Hire Booking Form [include link]	
PRS Forms (Schedule 1)	
Completed Risk Assessment(s)	
Evidence of PAT testing	
Copy of Public Liability Insurance (if applicable)	
Non-Refundable Deposit (if applicable)	

Signed by the Hirer: _____

Company/Organisation: _____

Date: _____

Signed on behalf of Leicester College : _____

Date: _____

SCHEDULE 1

Music Set List and Submission Form For Live and Recorded Music

To the Hirer / Promoter / Company

Please complete this side of the form and ensure that all fields are filled. Please include ticket sales showing the type of ticket and number of tickets sold for that type.

Using the table on the 2nd page please include the title of your show and list every piece of music played in your show, even if you are not sure who the original writers or publishers are. This includes, but not limited to, any music used for 'walk ons and walk offs', transitions between scenes and acts etc.

Please also list the approx duration of the music used.

Please note: If you are putting on a musical or performing a piece where music has been specifically written for it (otherwise known as 'Dramatico-musical works'), you need to seek permission from the copyright owner prior to event to ensure you have the relevant permissions. This type of music does not need to be declared here.

Please use the following link which has very useful information in regards to the different of types performances and purposes where music is used and see what category your music falls under:

<https://pplprs.co.uk/business/theatres/>

Please e-mail the completed form back to the venue **no later than 14 days** after your event, this will then be passed onto the PPL PRS for Music for review.

Venue details

Name & Address

Postcode

Tel No.

Hirer/ Promoter/Company details

Name & Address

Postcode

Tel No.

Performance details

Date of performance

Name of performance

Ticket Types and Numbers Sold

Ticket Type: e.g. Adult, Child or Concessions	Ticket Cost	Number of Tickets Sold

List of Music titles used and/or performed

Item	Title of Work	Artist/Writer/Composer	Publisher/Record Company (if known)	Duration
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3				
4				
5				
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