

Letting Policy and Procedure



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The Board of Management (or any person/group with delegated authority from the Board) reserves the right to amend this document at any time should the need arise following consultation with employee representatives. This Policy has been subject to an Equality Impact Assessment, which is published on our website: <u>Equality, Inclusion, Diversity and</u> <u>Belonging - Glasgow Kelvin College</u>

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1. Introduction

All lets are granted at the discretion of the Principal. Community lets are welcomed and will be accepted unless the let requested appears inconsistent with the College's mission, objectives and inclusive ethos. There shall be no appeal against the decision of the Principal in respect of the refusal of a let.

The College will not grant any let that requires an alcohol licence.

All lets must be booked through Rooms/Timetabling.

Rooms/Timetabling, Glasgow Kelvin College, 123 Flemington Street, Glasgow G21 4TD

Tel: 0141 564 7302 Email: <u>rooms@glasgowkelvin.ac.uk</u>

Rooms/Timetabling Glasgow Kelvin College 123 Flemington Street Glasgow G21 4TD

2. Organisational Scope

This policy applies to all activities/usage of the College's premises and facilities by client/users. 'Users', for the purpose of the relevant legislation, are deemed as "members of the public" and, as such, are required to be protected from exposure to

specific hazards presented by the College's premises/facilities. The Hirer letting the College's premises/facilities is responsible for ensuring the health and safety of the activity being undertaken.

3. Definition of a letting

A letting may be defined as "any use of the College buildings and grounds by parties other than the College". A letting must not interfere with the activities of the College.

There are two categories of letting agreements:

3.1 Category A: Free Lets (long term, short term and one-off bookings)

<u>One off booking/ad-hoc</u> – single booking. This can be for a one day booking or for a booking for a full week, but no more than one consecutive week.

<u>Short Term</u> – More than one week, but not more than four weeks, or four consecutive weekly bookings, one per week (one month)

Long Term – Anything over one month concurrent.

This category of let applies to:

- College staff and student activities, organisations and clubs;
- Glasgow City councillors when involved in council business;
- Members of Parliament (UK, Scottish and European);
- Locally based youth organisations run by volunteers;
- Not-for profit and similar organisations approved for free lets by the Principal, Vice Principal, or their nominee (e.g. Team Leader Rooms/Timetabling);
- Faith services where an appropriate religious building does not exist or religious functions for which the religion's property is unsuitable; and
- Candidates in municipal elections.

Free lets can be provided to the above organisations providing they take place at times when the College's buildings would otherwise be open for its mainstream activities. Details of College opening times are available on request. Rooms/Timetabling may refuse lets to organisations or individuals who fail to pay College invoices raised within the terms of the Letting Policy.

Charges will be levied where any let requires additional services such as security, estates services, supervision of the use of facilities, catering or hospitality, all catering on College premises will be provided by the College or its on-site contractors. Food and beverages supplied by external agencies is not permitted.

Long-term free lets of up to one year must be renewed prior to the start of each academic session. Details of the academic session dates can be found on the college website or from <u>rooms@glasgowkelvin.ac.uk</u>

Please note - Category A: Free Lets apply to classrooms/meeting rooms only for one-off ad-hoc bookings.

All other facilities will be charged at the full commercial rates. Evidence of a valid SCO

charitable status number may be required for an organisation to qualify for a free let.

3.2 Category B: Other Lets

All other lets will normally be charged at the rate shown in the attached schedule of letting charges (**Appendix 1**), although block bookings may be separately negotiated. Where the actual cost of providing the let, including the cost of opening the College buildings, exceeds the schedule of charges, the actual cost may be charged.

The Director of Student Experience and Enterprise has responsibility for negotiating fees for commercial activities such as the use of facilities as a filming location or for events. Lets will not normally be granted for the purposes of income generation for an external organisation. Revenue generated will be acceptable for charitable organisations or where the purpose does not conflict with the College's mission, objectives or inclusive ethos

Additional charges will be levied where any let requires additional services such as catering or hospitality. All catering on College premises will be provided by the College or its on-site contractors. Food and beverages supplied by external agencies is not permitted.

The Policy will be reviewed every three years, with the schedule of charges reviewed annually by the Board of Management.

3.3 Category C: Games Hall

In line with the College's Letting Policy, no bookings will be given access to these College facilities without prior approval and the full completion and submission of a booking form. This applies to all bookings including internal bookings.

There are also general house rules relating to the use of these areas to ensure the longevity of the materials used; for example, the floor in the Games Hall is a specialist sports floor. Water is not allowed on this floor and spillages should be avoided. The rules, for your note are listed below.

3.3.1 Games Hall User Guide

- The Games Hall can be used outwith teaching hours for staff, students and external organisations.
- Glasgow Kelvin College cannot supply balls, racquets etc. Therefore, external organisations will be responsible for bringing their own equipment. There will be no access to the College store cupboard.
- Glasgow Kelvin College cannot store equipment for external organisations.
- Access during teaching hours will only be available if no classes are using the Games Hall at this time. This timeslot is available to Glasgow Kelvin College staff and students only.
- Only indoor shoes should be worn in the Games Hall.
- Trainers with "non-marking" soles should be worn.
- Indoor/fitness attire to be worn in the Games Hall (i.e. no jeans).
- Any equipment must be tidied away after use.
- No food or drinks are allowed into the Games Hall (a table will be available outside

for water bottles as we wish to protect the Junckers flooring).

- No high heeled shoes to be worn in the Games Hall.
- Please note that the lockers in the changing room require either a £1 coin or a token. Reception staff do not carry cash for this purpose therefore individuals will need to ensure they bring change/a token for the lockers.
- The College takes no responsibility for damage or loss of any items brought onto the College premises.
- Any person using College facilities must abide by the Health and Safety arrangements in place see section 4 below.

4. Health and Safety

4.1 First Aid

The College will provide an Emergency First Aid at Work trained appointed person on campus. However, this does not provide full First Aid cover and any persons/organisations booking rooms or games halls within the College should ensure that they have considered their own first aid requirements as part of the health and safety risk assessment of their activities.

4.2 Fire Evacuation

Should the College's fire alarm sound, all building users must leave the building via the nearest fire exit and make their way to the designated area on the specific campus, where a College fire marshall will be on hand to assist you further. Do not attempt to reenter the building until advised by the fire marshall that it is safe to do so.

If you discover a fire:

- Raise the alarm as soon as possible.
- When activated, the alarm will make a continuous ringing noise.
- Consider your own safety and that of any group you may be responsible for.
- Those with groups should concentrate on the orderly evacuation of the group (follow the advice in the next paragraph ("If you hear the alarm").
- Leave the building by the nearest, safest exit.
- Report any crucial information to the Facilities Officer on duty.
- Visitors should assemble in the designated area.
- Await further instructions (e.g. the all-clear).
- Do not use the lift.

If you hear the alarm:

- Announce to your group what is happening.
- Make the room safe after you leave (close doors)
- Remind your group of the location of the Assembly area you are heading for and exit through the nearest, safest exit.
- Ensure your area is clear of personnel.
- Keep the group together as much as possible.
- Be prepared to use an alternative route if your path is blocked.
- On arrival at the assembly area, visitors should assemble as directed by fire marshalls.

• Await further instructions (e.g. the all-clear)

In the Event of a Planned Drill:

- Follow the same procedure as "If you hear the alarm".
- In some cases, you may not be given prior knowledge.
- You may encounter observers who are not taking part in the drill.

Local Familiarisation:

- Memorise your most likely escape routes and exit (and alternatives).
- Also take note of the location of all assembly areas in the College campus.
- Keep the procedure fresh in your mind.
- Raise any concerns with the Estates duty officer or Rooms/Timetabling.

Should any persons present on College premises as part of the booking require specific, additional support to evacuate the building in the case of a fire alarm activation, the person/organisation responsible for the booking shall ensure that they are provided with such support and/or accompanied at all times on College premises. If there any such support requirements, the person responsible for the booking shall ensure that the reception team are made aware of these support requirements, in order that these can be communicated to the Scottish Fire and Rescue Service in the event of a fire incident.

4.3 Safeguarding

The College is dedicated to ensuring the safeguarding of all users at all times. It is the responsibility of the client/hirer to ensure that safeguarding measures are in place throughout the duration of the let.

Safeguarding Policy and Procedures

As part of the letting booking process, we will ask for confirmation that the Hirers have read the College's Safeguarding Policy and Procedures and, if necessary, have had the appropriate level of Disclosure Scotland/Protecting Vulnerable Groups scheme membership.

The link to the College's Safeguarding Policy and Procedure can be found here:

safeguarding-children-young-people-and-vulnerable-adults-policy-and-procedure.pdf (glasgowkelvin.ac.uk)

Unless College staff are providing the activities/tuition, the responsibility of safeguarding lies with the client/hirer, and is a condition of use. Advice on this matter is available on the GOV.UK website for community groups which provides information about your responsibilities. A link to the website can be found here:

https://www.gov.uk/government/publications/keeping-children-safe-in-out-of-schoolsettings-code-of-practice/keeping-children-safe-during-community-activities-afterschool-clubs-and-tuition-non-statutory-guidance-for-providers-running-out-of-schoolsettings

Delivery of sporting activities

For those clients/hirers delivering sporting activity to young people, legislation and guidance can be found on the Child Protection in Sport Units website via the following link:

https://thecpsu.org.uk/

Other useful information

Other useful information can be found on the Ann Craft Trust Website via the following link:

https://www.anncrafttrust.org/

Disclosure Scotland and DBS checks

It is the responsibility of the hirer to ensure that all Disclosure Scotland/DBS checks are in place where the activity involves young people. Monitoring by the College includes checking these are in place.

4.4 Security

The College's Estates team and Health and Safety Manager retain overall responsibility for the safety and security of the College's estate at all times. All building users are required to adhere to any instructions given to them by the Estates team and/or Health and Safety Manager for the purposes of safety and/or security. Should the Estates team and/or Health and Safety Manager determine that there is a potential risk to the safety and security of the building and/or its users, the College reserves the right to terminate a booking and/or prohibit individual or group entry to the College premises at any time.

4.5 Public Safety

The Hirer shall be informed of the maximum capacity for each room or venue at the time of hire application. The client/hirer shall be responsible for the prevention of overcrowding (such as would endanger public safety), and for keeping clear all passages and exits. The client/hirer shall be responsible for providing adequate supervision to maintain order and good conduct.

In the event of an emergency, all occupants must leave the College by the nearest exit and assemble at the designated assembly as advised to them by the client/hirer and College Estates staff/fire marshalls. The client/hirer is responsible for familiarising themselves with emergency exits and must ensure that participants are aware of emergency evacuation procedures and assembly points.

The Hirer must, at all times whilst participants may be on site, have immediate access to participants' emergency contact details, and have access at all times to a mobile phone.

4.6 Contact numbers in case of emergency

Clients must provide relevant contact telephone numbers to Rooms/Timetabling for the College to be used in case of emergency, including the details of the person(s) in situ and/or leading a class. These contact details will be added to the College's Business Continuity Plan in case you need to be contacted in the case of an emergency situation.

5. Conditions of Let

5.1 Purpose of Let

The client must provide a clear statement for the purpose of the let when applying.

5.2 Duration of the lease

The client will agree to and adhere to the duration of the lease as stated in the contract/agreement.

5.3 **Prohibitions**

All hirings are subject to the following prohibition(s):

No alterations or additions shall be made by the client/hirer to the lighting, heating, seating, gangways, fittings, fixtures or other arrangement of the accommodation without the written express consent of the College.

The client/hirer must ensure that no disturbance is caused to neighbouring premises or local communities as a result of their activities on College premises.

5.4 Sub-letting

The client shall not sub-let the accommodation, or any part of it, without the written agreement of the College.

5.5 Right of Entry

Any duly authorised officers of the College on duty shall, at all times, have free ingress and egress to and from the hired area/s.

5.6 Public Liability Insurance

As part of the booking process, the hirer will be required to provide evidence to Rooms/Timetabling that they hold appropriate public liability insurance in respect of their occupation of the premises (a copy of which will be kept by the Rooms/Timetabling). Public Liability Insurance should cover the booking dates. Where it does not, a booking would then only be made for the duration of the policy. It would be the hirer's responsibility to then re-book this with valid liability insurance to continue the booking.

Rooms/Timetabling may, at its discretion, waive this requirement where the user is an individual or small informal group of individuals (not using the College buildings for commercial or business purposes) who do not hold public liability insurance and who,

because of this informal nature, may find it difficult to obtain.

5.7 Prevent Duty

The College has a duty, under the Counter Terrorism and Security Act 2015, to help prevent the risk of people becoming terrorists or supporting terrorism

The College will not knowingly let rooms or premises to organisations or bodies which have, or are suspected of having, racist or extremist aims. In the event that the College becomes aware that an existing let is being used for the purposes of radicalisation, it reserves the right to investigate and, where necessary, cancel a let immediately. Further appropriate action may be considered by the College.

5.8 Smoking/Vaping

Smoking or vaping is not permitted in any part of the College other than in external designated smoking/vaping areas.

5.9 No alcohol or drugs on premises

The College operates a strict no alcohol or drugs policy. Any violation of this policy may lead to the immediate cancellation of the let.

5.10 Licensing

Some activities and services require specific licences for example:

- Public Entertainment
- Theatre Licence
- PPL/PRS Licence

It is the responsibility of the client/hirer to obtain advice and the specific requirements thereof.

5.11 Teaching Staff and lets

Teaching staff wishing to hire rooms for evening classes will be governed by the same conditions as applies to an external let. Teaching staff should contact Rooms/Timetabling to discuss further.

5.12 Portable Electrical Appliance Testing (PAT)

It is a legal requirement that any equipment used outside the home is safe to use. Any electrical equipment brought onto College premises must be tested in accordance with, and comply with, Health and Safety regulations. If any equipment is hired from a hire company, then the relevant safety certificate must be obtained. The College, through its ICT and Estates teams, reserves the right to inspect these certificates and has the right to refuse the use of any such equipment if it is not satisfied with its documentation or condition.

5.13 Condition and Damage

The client/hirer will keep the premises in a clean and tidy condition when in occupation. The premises must be left in the same condition as before the letting commenced. This includes the placement of chairs/tables/other furniture, which must be returned to their original position at the end of each letting session.

Any damage which occurs during the letting will be the responsibility of the user and the College reserves the right to pass to the user the costs of making any repairs necessary as a result of any carelessness or wilful damage to College fabric and fittings. Any such damage should be reported immediately to the College's on-site Estates team.

5.14 Loss

The College will not accept liability for loss or damage to property brought onto the premises by, or on behalf of, the users or any of its members, visitors, agents or invitees.

5.15 Behaviour

The client/hirer shall be responsible for ensuring and maintaining good order for all users for the full duration of the letting and until the premises are vacated.

5.16 Parking of Vehicles

Under no circumstances will the College accept any responsibility for loss of, or damage to, any car or other vehicle which, in connection with the let, is brought or left within the precincts of the College. The client/hirer shall ensure that no car or other vehicle is allowed to be parked in any unauthorised position and that any instructions given by any of the Estates staff regarding parking of vehicles are strictly observed. This includes adherence to the opening and closing (locking) times of the car park.

5.17 Vacation of Premises

The client/hirer shall ensure that the premises are vacated promptly at the end of the letting. The client/hirer is responsible for supervising any children taking part in an activity until a responsible adult collects them.

Please note that all lettings are inclusive of set up and break-down time. This enables our staff to transfer from one activity to another.

5.18 Exam Time

We will endeavour to minimise any disruption to pre-booked lettings, but during our very busy exam times Rooms/Timetabling reserves the right to change the specific venue booked, and possibly at short notice, these are usually the months of November, January, May and June. In very exceptional circumstances, we may have to cancel a letting completely. However, should this be the case, as much advance notice will be given in order for the external client to make alternative arrangements.

5.19 Public Holidays

Lets will not be made available during local/national public holidays. A copy of the academic year/planner will be issued to all clients as part of their letting information and can also be requested from the Rooms/Timetabling team.

5.20 Cancellations

Rooms/Timetabling reserves the right to: terminate a hiring agreement at any time on reasonable grounds; cancel any booking based on reasonable grounds and shall seek to give notice in writing for any cancellation.

Rooms/Timetabling is entitled to retain the whole of any letting fee charged in respect of a booking which is cancelled with less than 5 working days' notice of cancellation. Refunds in any other circumstances are at Rooms/Timetabling's discretion and will depend on the circumstances of the cancellation.

The College, through its Finance Office, will seek to recover any costs incurred by the College which are unavoidable and result directly from the cancellation of a letting with less than a week's notice.

5.21 Prevention of Use of Accommodation through Unforeseeable Events

The College will not be responsible for any loss or damage suffered by the Hirer in the event of the accommodation not being available by reason of accident, war, civil commotion, force majeure, strike, lockout or other like cause. The College may, however, in such event, without admitting any legal obligation to do so, return the deposit paid by the client/hirer. The decision of the College as to whether the accommodation is not available within the meaning of this clause shall be final and binding on the client/hirer. No responsibility will be accepted, or compensation paid by the College in the event of loss or damage suffered by the client/hirer on account of a failure of the lighting or other equipment in the accommodation.

6. Management of the Let

The responsibility for the management of lettings lies with Rooms/Timetabling.

It is necessary for Rooms/Timetabling to be satisfied that the client/hirer can manage the let in accordance with College principles and policies before agreeing to accept the booking and reserves the right to decline any application that does not satisfy its terms and conditions.

7. Services

7.1 Catering

Charges will be levied where any let requires additional services such as catering or hospitality. Catering/hospitality (including the administration fee) must be paid for in advance. Details for arranging catering can be made through Rooms/Timetabling when

booking.

All catering on College premises will be provided by the College or its on-site contractors. Food and beverages supplied by external agencies is not permitted.

No food or drink may be prepared or consumed in rooms. All litter must be placed in the bins provided – with due regard being given to College recycling facilities.

7.2 IT Requirements

ICT equipment will not form part of any letting agreement by default, however, clients who do require ICT equipment as part of their let should raise the matter with Rooms/Timetabling when applying for a let. Where ICT requirements are required, additional charges may be levied to cover the College's costs of supplying such technical support.

7.3 Printing and photocopying requirements

Clients requiring access to printers/copiers should discuss their requirements with Rooms/Timetabling when applying for a let. Clients will be advised about billing arrangements at this.

8. Process and procedure – how do I arrange a let?

8.1 Administrative Process

An individual or organisation should contact Rooms/Timetabling to request the use of the College's facilities, using the form available using the following link: <u>Room Booking</u> <u>Enquiry</u>. Official Lettings Forms will then be forwarded which will need to be completed and returned so that the letting can be reviewed and confirmed. This process allows College management to:

- ensure all activities have a valid risk assessment with suitable and sufficient preventative and protective measures planned and implemented which address the College's areas of responsibility;
- avoid any activity which involves a risk to health and/or safety which has not been subject to an existing risk assessment;
- ensure the users hold suitable and sufficient liability insurance cover for the activity which includes all participants and spectators;
- ensure any licence/registration required by the nature of the activity are in place and the required conditions have been met prior to commencement, and
- ensure the let meets the criteria of let applied for and that the let satisfies the criteria in each category.

9. Payment for Let

The rates for lets can be found in Appendix 1.

Having reached agreement with the College to hire a room, the College will issue an invoice to the client/hirer. In advance of the let, the client/hirer will be required to make

arrangement for payment through the Finance Office – <u>finance@glasgowkelvin.ac.uk</u> or call 0141 630 5022. Failure to pay for the hire of a room will result in cancellation of the agreement. Seven days' notice must be given by the hirer in the event of a cancellation. Failure to do so may result in a standard charge being applied to your account.

10. VAT

VAT will be applied at the rate applicable at the time of the hire.

11. Complaints Procedure

If a client/hirer is dissatisfied with the service received, they should, at the earliest opportunity, bring this to the attention of Rooms/Timetabling. Every effort will be made to resolve disputes between the parties quickly and effectively. If the matter remains unresolved, the complaint must be submitted in writing through the College Complaints procedure.

Link to complaints: <u>Complaints@glasgowkelvin.ac.uk</u>

Appendix 1 - Schedule of letting charges



Schedule of Letting Charges

Facility	Charge Per Hour (£)	Charge Per Day (£)	Charge Per Evening (£)
Lecture Theatre	52.50	231.00	115.50
Event Area	57.75	288.75	147.00
Dance/Drama Studio	42.00	141.75	84.00
Seminar Room/Classroom	36.75	115.50	84.00
Large ICT Suite	47.25	210.00	136.50
Gym Hall	42.00	189.00	105.00
Moving & Handling Area	42.00	210.00	94.50

* an additional charge of £26.25 per hour will be levied for technical support where required

Prices for commercial rates will be subject to increase each year, based on the rate of inflation.

Rates for the hire of other College facilities available on request.

Catering rates will be confirmed at the time of booking.

The above costs are for one-off bookings during College opening hours only, additional charges will be levied in the event that additional costs are incurred by the College to open a building outwith normal opening hours.

Rooms may be subject to change at short notice and alternative room(s) of the same standard may be made available

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Appendix 2 - External Booking Form (Sample)

External Booking Form

This form should be completed and returned to rooms@glasgowkelvin.ac.uk as soon as possible, and no later than one week in advance of the booking date.

For Office Use Only

Room Allocated: Room Hire Catering: Booked By: Date:

Name & Address of Company:			
Name & Address of Company.			
Contact & Telephone Number:			
Contact On Site:			
Room required (If Known):			
Campus, Easterhouse etc:			
Date/Time room(s) required:			
Number of delegates attending:			
Accessibility Arrangements:			
Layout of room (boardroom etc)			
Category of Let (See attached letting polic	y) <u>A 🗆</u>	В	С 🗆
Category A Lets only, SCO Charitable Nur	nber		
Will Internet Access be Required	Yes 🗆		No 🗆
Will printing facilities be required	Yes 🗆		No 🗆
Hospitality Required	Yes 🗆		No 🗆

If yes, a hospitality form will be sent to you for the relevant campus to make your request.

If you envisage you may require any specialist arrangements to assist you on your visit to the College (ground floor room, access to a wheelchair etc) please details them above and every effort will be made to meet your request.

Seven days' notice must be given in the event of a cancellation. Failure to do so may result in a standard charge being applied to your account.

Signed:

Date:			
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Appendix 3

Code of conduct for clients and users

The College requires client/hirers of rooms and facilities to ensure that their users of the agreed facilities abide by the following Code of Conduct:

- 1. Ensure all children/adults in your class/group behave appropriately and always abide by this code of conduct.
- 2. Follow the strict guidelines laid out in the Lettings Policy.
- 3. Follow all requests made by College duty staff.
- 4. Ensure all payments are made on time.
- 5. Report any First Aid issues to duty staff.
- 6. Report to the duty staff any issues that you feel need to be addressed.
- 7. Report to the duty staff all issues relating to health and safety.
- 8. Report to the duty staff any damaged or broken equipment either discovered or caused by your group.
- 9. Do not seek access to booked areas(s) prior to your agreed start time.
- 10. Be ready to leave your booked area(s) at the agreed finish time.
- 11. Report all accidents and incidents to the duty Estates staff.

Please respect all other users at all times and show respect to the buildings, surroundings, the general environment and our community.

- Please do not drop litter
- Please turn off taps and lights
- Please report any issues to our duty staff at reception.

Conditions of Letting

Public safety

- 1.1 The Hirer shall be responsible for the prevention of overcrowding, such as would endanger public safety, and for keeping clear all gangways, passages and fire exits.
- 1.2 Hirers are expected to make themselves familiar with emergency procedures, including fire safety arrangements, and ensure all members of their party are made aware as necessary. On hearing a continuous alarm, please leave the building by the nearest exit and assemble in the designated assembly point. There are red fire alarm boxes on all corridors should you need to raise an alarm.
- 1.3 The Hirer shall be responsible for providing adequate supervision to maintain order and good conduct.
- 1.4 The Hirer is responsible for ensuring the health, safety and welfare of all members of their group whilst on College premises. The hirer is also responsible for ensuring that their activities whilst on College premises comply with the Equality Act 2010 and do not discriminate against anyone on the grounds of protected characteristics, as defined by that Act.

1.5 The College will not be liable for any injury to persons or damage to property arising out of the specific activity of the letting of the premises unless such injury or damage results from the negligence or breach of statutory duty on the part of the College.

2.0 First Aid

2.1 The College will provide an Emergency at Work trained appointed person. However, this does not provide full First Aid cover.

3.0 General

- 3.1 The College has a no-smoking and no vaping policy. Smoking and vaping is only permitted within designated outdoor smoking shelters. The use of candles, smoke machines and indoor sparklers is not permitted in/on any College premises.
- 3.2 No dogs or other animals, other than service animals are allowed on site.
- 3.3 The Hirer should take all precautions to prevent any damage. Inappropriate footwear can cause damage to some floors. Anyone wearing such footwear will not be permitted to enter any area of the College premises that might be affected. The Hirer is required to pay for any breakages, losses or damage to property arising out of the letting.
- 3.4 The charge for accommodation includes the use of furniture within the room only. In the event of the Hirer requiring additional furniture, a separate charge may be made according to circumstances. No additional equipment is to be brought onto the premises without permission.
- 3.5 All Hirers must keep to their confirmed booking times and booked areas as failure to do so may result in additional costs. The confirmed times at the time of booking will be the times that you will be invoiced for. This is inclusive of any set up and break down time that you may require.
- 3.6 The sub-letting of the premises is prohibited.
- 3.7 The premises will not be hired to the following organisations:
 - Any organisation which has racist or extremist aims

Rooms/Timetabling may cancel any hire if, in their opinion, the organisation for which the premises are hired has racist/extremist policies, regardless of the stated reason for hiring the premises. In such an event the College shall incur no liability to the Hirer whatsoever, other than the return of any fee paid in respect of such cancelled engagement.

4.0 Licences

4.1 Licences are required for:

- Public Entertainment
- Plays (Theatre Licence)
- Musical performance (PPL/PRS Licence)
- 4.2 It is the responsibility of the client/hirer to obtain advice and the specific requirements thereof.
- 4.3 Rooms/Timetabling will not grant any let that requires an alcohol licence.

5.0 Kitchens

5.1 For full use of the kitchen facilities, a member of the catering staff must be in attendance.

Appendix 4

GLASGOW KELVIN COLLEGE LETTING AGREEMENT

Conditions of Hire Agreement ("Agreement")

Between Glasgow Kelvin College ("the College") and the Organisation or Individual detailed at the end of this Agreement ("the Hirer")

1. Confirmation of Room Hire: Bookings will be confirmed after the College has received and approved the application and any supporting documents including proof of current insurances (if required).

2. Use of Facilities: This Agreement covers the use of rooms and facilities listed in the application form and subsequent official confirmation of the requested dates and times and for the stated purpose. Any additions or variations should be advised to Rooms/Timetabling via rooms@glasgowkelvin.ac.uk at least 2 weeks prior to the booking.

3. Rejection of Applications: The College reserves the right to reject any applications for hire by any individual or organisations.

4. Letting Policy and Procedure: The Hirer agrees to comply with the guidelines for the use of College spaces in the Letting Policy and Procedure and other relevant College guidelines, policies or procedures. The link to College policies and procedure can be found here: <u>Policies and Procedures - Glasgow Kelvin College</u>

5. Advertising or directional material: The display of advertising or directional material of any kind is not permitted at the College entrances. Any unauthorised signage will be immediately removed and destroyed. The Hirer shall not display, publish or broadcast advertising material that infers that the event for which the facilities are being used is in any way connected to or endorsed by the College and the Hirer shall not reproduce or make use of any the College's branding or logos, without obtaining prior permission to do so.

6. Health and Safety: The Hirer and its guests must comply with the College's <u>Health & Safety</u> <u>policy</u>.

7. Indemnity: The Hirer indemnifies the College against all actions, claims, demand, expenses, losses, damages and costs (on a solicitor and own client basis and whether incurred by or awarded against the College) that the College may sustain or incur arising from:

a) an injury or death of any person; or

b) any damage to any property

as a result of, or in connection with, whether directly or indirectly, the Hirer's use of the facilities.

The Hirer's liability to indemnify the College under this clause 7 shall be reduced proportionately to the extent that any such claim is a direct result of a breach of this Agreement on the part of the College, or any lawful or negligent act or omission on the part of the College contributed to the injury or damage.

The Hirer shall indemnify the College against any infringement of rights under copyright in connection with the performance, display or transmission of musical, artistic or dramatic work, as a result of or connection with the Hirers use of facilities.

8. Insurance: As part of the booking process, the hirer will be required to provide evidence to Rooms/Timetabling that they hold appropriate public liability insurance (if required) in respect of their occupation of the premises (a copy of which will be kept by the Rooms/Timetabling). Public Liability Insurance should cover the booking dates. Where it does not, a booking would then only be made for the duration of the policy. It would be the hirer's responsibility to then rebook this with valid liability insurance to continue the booking.

9. Objectionable and dangerous activities: The College may at its sole discretion, prohibit, cancel or stop, without notice, any performance, function or activity which is objectionable, dangerous, illegal or detrimental to the reputation of the College. The College reserves the right to remove any person from the premises immediately if their behaviour is deemed by the College to be offensive, noxious, illegal, immoral, disorderly, riotous, and dangerous or in breach of any relevant law or College Policy.

10. Regulations: The Hirer is responsible for complying with all College regulations in so far as they concern the use of rooms, spaces and buildings for public use.

11. Smoking: The College is a smoke-free-zone. The Hirer will ensure that this prohibition is observed at all times. The Hirer and its guests must comply with the College's No Smoking Policy. A link to the policy can be found here: <u>No Smoking Policy</u>

12. Public Nuisance: Noise levels for all activities conducted in common teaching venues are to be kept at an acceptable level. The use of the facilities is not to create or contribute to any public nuisance. Any complaints received will be directed to College duty staff who will assess the situation and speak to the Hirer to ask that the noise or public nuisance be reduced in consideration of the campus community and local residents. The College reserves the right to evict the Hirer from the facilities if noise continues after the first warning.

13. Group Organiser and Children under 18: A group organiser must be nominated by you. The group organiser is responsible for the conduct of all guests in the group, including all guests under the age of 18.

14. Rooms and Facilities: The floors, walls, or any part of the premises shall not be written on or pierced by nails or other contrivances and the facilities shall not be decorated or place carded, nor can any seats be altered or removed without prior approval of the College. Entrances and passageways shall be kept free of obstructions at all times.

15. Public Safety: In the event of an emergency, all occupants must leave the College by the nearest emergency exit and assemble at the designated assembly point as advised to them by the client/hirer and College Estates staff/fire marshalls. The client/hirer is responsible for familiarising themselves with emergency exits and must ensure that participants are aware of emergency evacuation procedures and assembly points.

The Hirer must, at all times whilst participants may be on site, have immediate access to participants' emergency contact details, and have access at all times to a mobile phone.

16. Rates for lets: The rates payable by the Hirer shall be in accordance with the appropriate rates established by the College. Queries regarding applicable rates should be directed to Rooms/Timetabling at: rooms@glasgowkelvin.ac.uk

17. Additional fees

a) The College accepts normal wear and tear of its facilities. The Hirer agrees to indemnify the College for any loss or damage to facilities other than normal wear and tear that occurs during the Hirer's use of the facilities. On this basis, the Hirer agrees to pay additional charges imposed for repair of any damage, beyond normal wear and tear caused to buildings, furnishing or equipment or for the removal of unwanted materials left after occupancy.
b) In addition to clause 17(a), the Hirer agrees to re-imburse the College for any reasonable

"Out-of pocket" expenses that may be incurred in relation to the Hirer's use of facilities beyond that reasonably anticipated by the College, e.g. extra cleaning services, or overtime for an attendant or security.

18. VAT: VAT will be applied at the rate applicable at the time of the hire.

19. IT Requirements

A single guest log in and smart screen will normally be provided at the time of booking, if indicated on the booking form however, where additional ICT requirements are required, additional charges may be levied to cover the College's costs of supplying such technical support.

DECLARATION

I have read and understood the above information and agree to be bound by these Conditions of Hire and the information provided by the College in the event of this application being accepted.

I agree to pay the prescribed fee and any additional charges (where applicable), as per the pricing information contained in the Guideline and clause 16.

If the booking is made on behalf of any organisation, then I warrant that I am duly authorised by the organisation to bind the organisation to these Conditions of Hire.

(Please sign the appropriate block)

Individual	Organisation	
Name	Company	
Signature	Name of authorised Person	
Date	Signature	
	Date	