



## **MORLEY COLLEGE LONDON**

### **Hirings and Lettings Policy and Procedure**

|                                      |                                    |
|--------------------------------------|------------------------------------|
| <b>POLICY OWNER:</b>                 | Director of Estates and Facilities |
| <b>FINAL APPROVAL BY:</b>            | Policy Committee                   |
| <b>Policy Category:</b>              | Corporate                          |
| <b>Approved by Policy Committee:</b> | March 2024                         |
| <b>Approved by Governing Body:</b>   | N/A                                |
| <b>Review Date:</b>                  | March 2026                         |

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## **Hirings and Lettings Policy and Procedure: *Introduction***

Morley College London views the accommodation and facilities of the College as a potential community resource when they are not being utilised for the core business of the College.

This Policy and Procedure provide the terms and conditions for hiring or letting rooms and facilities across the whole College estate by external organisations and/or individuals.

Priority will be given to College-affiliated organisations, events and activities, and all external individuals and organisations should align with the College values and mission.

In accordance with the College's Equality, Diversity and Inclusion Statement the development of this policy complies with the Equality Act 2010 in ensuring due regard to eliminating discrimination and advancing equality of opportunity and fostering relations.

A three-tier tariff is operated under the criteria of:

- a commercial rate for companies,
- a non-commercial rate for non-profit making organisations and groups, and
- further discounted rate for registered charities and 'other bodies'.

The tariff will be approved by the Chief Finance Officer (CFO) and reviewed annually.

The College will seek to ensure that any letting or hire approval is aligned with College policies, including but not limited to Safeguarding and Prevent Policy for Young People and Vulnerable Adults, Freedom of Speech and Expression Policy, Anti-Racist Statement, Health and Safety Policy and Public Information Policy; and will use information gathered from the booking form (Appendix 1) to make an informed assessment of any hire or letting request.

All external parties interested in hiring or letting College facilities should submit a formal application on the College template provided, with the agreed fees approved by the Centre Principal, or in the case of waiving any fees the CFO. A security deposit will be charged with all hire periods and lettings and will be refundable on the satisfactory completion of the event and adherence to College policies.

# TERMS AND CONDITIONS OF HIRE

## 1. Definitions and Interpretation

In these Conditions:

- 1.1 “*Booking Form*” means the booking form for the hire of the Premises;
- 1.2 “*College*” means Morley College London
- 1.3 “*Conditions*” means these terms and conditions of hire of the Premises;
- 1.4 “*Hirer*” means the person/s or organisation hiring the Premises on these Conditions;
- 1.5 “*Period of Hiring*” means the period during which the Premises are hired to the Hirer identified on the Booking Form;
- 1.6 “*Purpose of Hiring*” means the purpose for which the Hirer is hiring the Premises identified in the Booking Form;
- 1.7 “*Premises*” means the accommodation and facilities identified in the Booking Form;
- 1.8 Words importing one gender shall be construed as importing any other gender;
- 1.9 Words importing the singular shall be construed as importing the plural and vice versa; references to person/s include corporate bodies;
- 1.10 Any undertaking by the Hirer not to do an act or thing shall be deemed to include an obligation not to permit or suffer such an act or thing to be done by another person;

## 2. Premises

- 2.1 Subject to these Conditions, the College will make the Premises available to the Hirer during the Period of Hiring.
- 2.2 The Hirer must agree any specific requirements for setting up the Premises with the Estates Director in sufficient time to allow the College to give effect to them before the Period of Hiring.
- 2.3 Subject to the terms of the hire, the Estates Team is not required to give any assistance to the Hirer except to open and close the Premises and to monitor their heating, lighting and ventilation.

## 3. Applications

- 3.1 The College reserves the right to refuse any application for hiring any Premises without stating a reason for doing so and reserves the right to impose special conditions to any booking. Every application must state the Purpose of the Hiring to enable the College to confirm that the purpose of hiring is not in conflict with the College’s core business.
- 3.2 The College will ensure that all procedures for Safeguarding and Prevent Duty are adhered to, in accordance with the College’s Safeguarding and Prevent for Young People and Vulnerable Adults Policy.

## 4. Charges and Payment

- 4.1 The charge for the use of any Premises shall be as indicated by the College, which reserves the right to alter or increase the charge in advance of agreement. The charges

set out by the College are for the use of the buildings, tables and chairs, any floor coverings and equipment, which may be provided. In addition to this, the charges also cover the heating and lighting and of any domestic facilities.

- 4.2 The College reserves the right to require payment of the charges, in whole or in part, at the time of booking through invoice issued by the Finance Team. A security deposit will be charged with all hire periods and lettings and will be refundable or deducted from the final invoice balance on the satisfactory completion of the event and adherence to College policies. In the case of block bookings, that is to say bookings consecutive days or bookings for recurring days, the Hirer must pay fifty percent (50%) of the hire charge at the time of booking and any balance must be paid no later than thirty (30) days after the first day for which the Premises are booked.
- 4.3 A three-tier tariff is operated under the criteria of: A commercial rate for companies, a non-commercial rate for non-profit making organisations and groups and further discounted rate for registered charities and 'other bodies'. The tariff will be approved by the Chief Finance Officer (CFO) and reviewed annually. (Appendix 2)
- 4.4 The College reserves the right to charge a (£25) administration fee for each reminder issued for late payment of invoices.

## **5. User/Hirer**

- 5.1 No part of the Premises is to be used for any purpose other than the Purpose of the Hiring.
- 5.2 No part of the Premises is to be used for any unlawful purpose or in any unlawful way.
- 5.3 With the exception of assistance dogs, no animal is to be brought into the Premises or allowed to enter the Premises without the consent of the College.

## **6. Electrical Equipment**

- 6.1 No lighting, heating, power or other electrical fittings or appliances in the Premises are to be altered, moved or in any way interfered with.
- 6.2 No additional lighting, heating, power or other electrical fittings or appliances are to be installed or used without the prior consent of the College. The Hirer should inform the College of any equipment they wish to bring on to the Premises to ensure that it meets health and safety requirements. All electrical equipment intended for use should have a current electrical testing certificate which should be provided to the College prior to the hiring.

## **7. Supervision**

During the Period of the Hiring the Hirer is to be responsible for:

- 7.1 The efficient supervision of the event as described in 'Purpose of Hire';
- 7.2 The control and conduct of all persons and parties who are admitted to the Premises and that they conform in all respects to the regulations governing the use of the Premises;
- 7.3 The effective control and supervision of any children and for safeguarding checks of adults involved in the activities involving children at the Premises. These should also be made available to the College;
- 7.4 The orderly and safe admission and departure of persons to and from the Premises.

- 7.5 The orderly and safe vacation of the Premises in case of emergency in line with the College evacuation procedures;
- 7.6 The safety and integrity of the fabric and structure within the Premises;
- 7.7 The preservation of good order and decency in the Premises;
- 7.8 Ensuring that all doors giving egress from the Premises are left unfastened and unobstructed and are immediately available for exit as in the evacuation procedures and the issued Emergency Arrangements booklet;
- 7.9 Ensuring that no obstruction is placed or allowed to remain in any corridor serving as a means of escape route.

## **8. Decorations and Advertising**

- 8.1 No bolts, nails, tacks, screws, pins or other like objects are to be used on any part of the premises. No adhesives, blu-tack or any sticky tape may be used on any part of the Premises.
- 8.2 No placards or other articles are to be fixed to any part of the Premises.
- 8.3 No posters, boards, signs, flags or other emblems or advertisements are to be displayed inside or outside any part of the Premises without the previous consent of the College and prior approval via the Chief Marketing and Engagement Officer (CMEO).
- 8.4 The College reserves the right to remove any permitted posters, boards, signs, flags or other emblems or advertisements which become so dirty or torn as to be untidy or unsightly.
- 8.5 The Hirer must not carry out any flyposting in contravention of the Town and Country Planning legislation and the Highways Act 1990.

## **9. Venue Capacity**

- 9.1 The maximum number of persons to be admitted to the Premises is not to exceed the number advised by the College to the Hirer at the time of booking the hiring of the Premises and specified on the Booking Form.

## **10. Statutory Requirements**

- 10.1 The Hirer must not do or permit any act, matter or thing which would or might constitute a breach of any statutory requirement affecting the Premises or which would or might vitiate in whole or in part any insurance effected in respect of the Premises.
- 10.2 The Hirer must comply with all conditions and regulations made in respect of the Premises by the Fire Authority.

## **11. Publicity**

- 11.1 A Hirer wishing to publicise their event through the local, regional or national media, is requested to inform the College in writing, providing the exact details of the publicity proposed and may not proceed without the formal consent of the CMEO.

## **12. Copyright Works**

- 12.1 In the use of the Premises the Hirer must not infringe any copyright or allow any copyright to be infringed.
- 12.2 If the use of the Premises will involve the performance of any musical or dramatic works or the delivery in public of any lecture in which copyright subsists it will be the responsibility of the Hirer to obtain prior to the Period of the Hiring the consent of the owner of the relevant copyright and to pay all composers', authors', publishers' and other fees or royalties which may be payable in respect of the function.
- 12.3 The Hirer must supply to the College for approval (if so required) a copy of the programme of any entertainment to be given at the function not less than seven (7) days before the Period of the Hiring and should provide such evidence as the College may require of compliance with clause 12.

## **13. Broadcasting**

- 13.1 The Hirer shall not grant television, filming or media related rights without the prior written referral to and approval of the CMEO.

## **14. Film Exhibitions**

- 14.1 The Hirer is not to use any part of the Premises for the purposes of a film exhibition or permit any part of the Premises to be used for those purposes.

## **15. Gambling**

- 15.1 No sweepstake, raffle, tombola or other form of lottery is to be permitted to take place in the Premises except a lottery:
  - 15.1.1 which is lawful under the Gambling Act 2005,
  - 15.1.2 for which the prior consent of the College has been obtained, and
  - 15.1.3 which is conducted strictly in accordance with the relevant statutory provisions.

## **16. Food and Beverages**

- 16.1 Subject to the terms of hire, the College food production and serving areas will not be accessible for the duration of the hire.
- 16.2 Food or non-alcoholic drink is only permitted in the Café or common areas of the College where vending machines are situated. Alcoholic drink may only be consumed on the premises by prior written agreement with the College, and only sold with a valid 'Temporary Events Notice' attached under the Licensing Act 2003 (Appendix 3).

## **17. Smoking/Vaping**

- 17.1 All College buildings are No Smoking/Vaping areas

## **18. Car Park**

- 18.1 Car parking is available at the North Kensington site only. The College shall not be liable for any damage or theft to vehicles or contents whilst parked on College premises.

## **19. Admission**

- 19.1 The College reserves the right, at its discretion, to refuse to admit or to evict any person from its premises. The College also reserves the right of entry, at all times, to any of its Executive, Duty Managers or Site Care Team, to the Premises.

## **20. Expiration of Period of Hiring**

- 20.1 The Estates Team, Duty Manager or Building Manager shall be in attendance for the opening and locking of all events at the times agreed with the College. No hiring shall continue after 9pm unless otherwise agreed in writing by the College.
- 20.2 At the expiration of the Period of the Hiring the Hirer must leave the Premises in a clean and orderly state free of litter, and in particular (but without prejudice to the generality of the above):
- 20.2.1 the Hirer must remove all equipment previously brought in by or on behalf of the Hirer, and
  - 20.2.2 the Hirer must ensure that all furniture supplied by the College are left in a clean and orderly condition.
- 20.3 Any additional cleaning required by the Estates Team or Contract Cleaners after the Premises are vacated will be charged to the Hirer. Should any damage occur to the building, including carpets and furniture, or any article owned by the College be lost or go missing, the expense of replacement may be charged to the Hirer.

## **21. Agreement Personal to Hirer**

- 21.1 The benefit of the contract for the hiring of the Premises is personal to the Hirer and not assignable or capable of being sub-hired.

## **22. Damage to College Property**

- 22.1 The Hirer must take good care of and not cause any damage to be done to the Premises or to any fittings, equipment or other property in the Premises. The Hirer shall make good and pay for any such damage caused by any act or neglect of the Hirer or anyone for whom the Hirer is responsible or anyone permitted by the Hirer to enter the Premises.
- 22.2 The College may require a refundable deposit from the Hirer to cover potential damage to accommodation fabric and fittings. The College undertakes not to access any of the deposit unless damage occurs.

## **23. Injury to Persons and Loss Of Property**

- 23.1 The College will not be liable for the death of or injury to any person attending the Premises for the function that is the subject of the hiring, or for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the Hirer in the exercise of the rights granted to him under the hiring, except where such death, injury or loss is due to the negligence of the College.
- 23.2 The College will not under any circumstances accept responsibility or liability in respect of any damage to or loss of any goods, articles or property of any kind brought into or left at the Premises either by the Hirer for their own purposes or by any other person, or left or deposited with any officer or employee of the College.



23.3 The Hirer will indemnify the College against all such liabilities as are mentioned in this Condition.

## **24. Further Exclusions Of Liability**

24.1 The College will not be liable for any loss due to any breakdown of machinery, failure of supply of electricity, leakage of water, fire, government restriction or act of God which may cause the Premises to be temporarily closed or the hiring to be interrupted or cancelled;

24.2 The College gives no warranty that the Premises are legally or physically fit for any specific purpose.

## **25. Insurance**

25.1 The Hirer must have in force throughout the Period of the Hiring a policy of public liability insurance effected with a reputable insurance company or with underwriters at Lloyds covering the Hirer for a sum of not less than £1,000,000. This will be made available to the College in advance of the hire period.

25.2 The CFO will consider any circumstances where 25.1 may not apply, in alignment with the College's three-tier tariff rate structure.

## **26. First Aid**

26.1 The Hirer must arrange for adequate First Aid cover for any activities at the Premises for the Period of Hiring.

26.2 The College will consider any circumstances where 26.1 may not apply, in alignment with the College's three-tier tariff rate structure.

## **27. Cancellation by the College**

27.1 The College reserves the right to cancel any bookings made for the use of the Premises at any time and for any reason. Upon cancellation of the booking, the College will refund any monies previously paid by the Hirer. The College shall not be liable to pay the Hirer any monies for any loss they may suffer or any expense they may have incurred in respect of the cancelled hiring,

## **28. Cancellation by the Hirer**

28.1 If the Hirer wishes to cancel any booking they must give at least twenty-one (21) days' prior written notice to the College failing which the Hirer shall pay the College the full amount of the hiring charges together with any other losses that the College may have suffered or incurred by reason of the failure of the Hirer to give the required notice of cancellation.

## **29. Breach by the Hirer**

If the Hirer fails to observe and perform any of these Conditions the College may:

29.1 charge to and recover from the Hirer any expenses incurred by the College in remedying any such failure, including the cost of employing attendants, workmen, cleaners or other persons as may be appropriate; and

29.2 cancel the instant or any other hiring of the Premises by the Hirer without incurring any liability to the Hirer for the return of any fee or otherwise.

### **30. Notices**

30.1 All notices, demands or requests by either party to the other shall be in writing and shall be sufficiently served if delivered by hand, email or sent by recorded delivery to the address of the Hirer specified in the Booking Form.

# Application for the hire of facilities

|  |         |  |
|--|---------|--|
| Name of group/club/organisation/charity: |         |  |
| Charity Number (where applicable):       |         |  |
| Person making application:               | Title:  |  |
| Telephone:                               | Home:   |  |
|  | Work:   |  |
|  | Mobile: |  |
| Email:                                   |         |  |
| Event:                                   |         |  |

| Premises or Facilities required | Purpose of Hiring | Maximum Number of Persons | Period of Hiring | Times |
|---------------------------------|-------------------|---------------------------|------------------|-------|
|                                 |                   |                           |                  |       |
|                                 |                   |                           |                  |       |
|                                 |                   |                           |                  |       |

|                                |        |
|--------------------------------|--------|
| Specialist equipment required: | Yes/No |
|                                |        |

- ❖ Payment must be as specified on the booking confirmation.
- ❖ All bookings include a time provision for setting up/dismantling equipment where necessary

I HAVE READ AND ACCEPT THE CONDITIONS OF HIRE AND CONFIRM THAT I AM AUTHORISED TO SIGN THIS BOOKING FORM AND TO ACCEPT THE TERMS AND CONDITIONS OF HIRE ON BEHALF OF THE GROUP, CLUB OR ORGANISATION (IF ANY) IDENTIFIED ABOVE.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Payment should be made to Morley College London through the Finance Department, quoting the booking number.

| FOR OFFICIAL USE ONLY |  |
|-----------------------|--|
| Facility              |  |
| Total Hours:          |  |
| Hourly Rate:          |  |
| Equipment Hire:       |  |
| Deposit Paid:         |  |
| Balance Paid:         |  |
| Total Paid:           |  |
| Received by:          |  |

## Appendix 2: Tariffs

**MORLEY COLLEGE LONDON**  
**WATERLOO – NORTH KENSINGTON – CHELSEA**  
**CENTRE FACILITIES HIRE RATES**

Indicative price from 1<sup>st</sup> September 2024

| Space                 | Location                            | Tier 1 - Commercial            |   | Tier 2 - Non commercial        |   | Tier 3 - Charity               |   |
|-----------------------|-------------------------------------|--------------------------------|---|--------------------------------|---|--------------------------------|---|
|                       |                                     | All day<br>(09:00 to<br>17:00) | Half Day<br>(09:00-13:00<br>Or 13:00-17:00) | All day<br>(09:00 to<br>17:00) | Half Day<br>(09:00-13:00<br>Or 13:00-17:00) | All day<br>(09:00 to<br>17:00) | Half Day<br>(09:00-13:00<br>Or 13:00-17:00) |
| Emma Cons             | Waterloo                            | £780                           | £450  | £624                           | £360  | £390                           | £225  |
| Holst Room            | Waterloo                            | £400                           | £200  | £320                           | £160  | £200                           | £100  |
| Multi Use Hall        | North Kensington                    |                                |   |                                |   |                                |   |
| Small Gallery         | North Kensington                    |                                |   |                                |   |                                |   |
| College Studio        | Waterloo<br>N-Kensington<br>Chelsea | £320                           | £160  | £256                           | £128  | £160                           | £80   |
| Specialist Classrooms | Waterloo<br>N-Kensington<br>Chelsea |                                |   |                                |   |                                |   |
| General Classroom     | Waterloo<br>N-Kensington<br>Chelsea |                                |   |                                |   |                                |   |
|                       |                                     | £280                           | £140  | £224                           | £112  | £140                           | £70   |

\* Music Practice rooms are available only as additional rooms booked in conjunction with the Emma Cons Hall or the Holst room.

## Appendix 3: Guidance on applying for a Temporary Event Notice (TEN)

Temporary event notice (TENs) can be used for small-scale, one-off or occasional events, such as community, school and charity fundraising events.

These are events at which you:

- Intend to sell or supply alcohol at any time
- Provide regulated entertainment at any time or
- Sell hot food/drink between 11:00pm and 5:00am

### What you need to know...

To prevent abuse of the TENs system, there are a number of limitations on how they may be used:

- TENs can only be used for events where no more than 499 people (including staff and performers) are expected to attend.
- A Premises can use up to 20 TENs per calendar year, authorising events on no more than 26 calendar days in that year (A calendar day starts at midnight, so a TEN running from 11pm to 1am would count as two days)
- Each TEN can last for up to 168 consecutive hours from start to finish.
- There must be at least 24 hours between the end of one TEN and the start of another.
- An individual (or a group of associates, business partners or family members) may only have five TENs per year, unless they hold a personal license
- No more than two of the five TENs can be late TENs
- TENs can only be held by those over the age of 18

If an event is expected to:

- attract more than 499 people
- last more than 168 hours, or
- is intended to use the same premises to provide licensable activities on more than 12 occasions or 21 days per year,

You will be required to obtain a premises license.

There is a GBP21 fee for a TEN, payable by debit or credit card. The fee is non-refundable.

For Lambeth Council:

[Apply for a Temporary Event Notice \(TEN\)](#)

For Royal Borough Kensington and Chelsea Council:

[Apply for a Temporary Event Notice \(TEN\)](#)

For Southwark Council:

[Apply for a Temporary Event Notice \(TEN\)](#)

## **Regulated Entertainment Deregulation**

The following entertainment has been de-regulated by the Live Music Act 2012, The Licensing Act 2003 (Descriptions of Entertainment) (Amendment) Order 2013, and The Legislative Reform (Entertainment Licensing) Order 2014

### **Plays:**

- no licence is required for performances between 08.00 and 23.00 on any day, provided that the audience does not exceed 500.

### **Dance:**

- no licence is required for performances between 08.00 and 23.00 on any day, provided that the audience does not exceed 500.

### **Films:**

- no licence is required for 'not-for-profit' film exhibition held in community premises between 08.00 and 23.00 on any day provided that the audience does not exceed 500 and the organiser (a) gets consent to the screening from a person who is responsible for the premises; and (b) ensures that each such screening abides by age classification ratings.

### **Indoor sporting events:**

- no licence is required for an event between 08.00 and 23.00 on any day, provided that those present do not exceed 1000.

### **Boxing or wrestling entertainment:**

- no licence is required for a contest, exhibition or display of Greco-Roman wrestling, or freestyle wrestling between 08.00 and 23.00 on any day, provided that the audience does not exceed 1000.

### **Live music:**

No licence permission is required for:

- a performance of unamplified live music between 08.00 and 23.00 on any day, on any premises.
- a performance of amplified live music between 08.00 and 23.00 on any day on premises authorised to sell alcohol for consumption on those premises under a premises licence or club premises certificate at a time when the premises are open for the purposes of being used for the supply of alcohol for consumption on the premises, provided that the audience does not exceed 500.
- a performance of amplified live music between 08.00 and 23.00 on any day, in a workplace that is not licensed to sell alcohol on those premises, provided that the audience does not exceed 500.
- a performance of amplified live music between 08.00 and 23.00 on any day, in a church hall, village hall, community hall, or other similar community premises, that is not licensed by a premises licence to sell alcohol, provided that (a) the audience does not exceed 500, and (b) the organiser gets consent for the performance from a person who is responsible for the premises.
- a performance of amplified live music between 08.00 and 23.00 on any day, at the non-residential premises of (i) a local authority, or (ii) a school, or (iii) a hospital, provided that (a) the audience does not exceed 500, and (b) the organiser gets consent for the performance on the relevant premises from: (i) the local authority concerned, or (ii) the school or (iii) the health care provider for the hospital.

**Recorded Music:**

No licence permission is required for:

- any playing of recorded music between 08.00 and 23.00 on any day on premises authorised to sell alcohol for consumption on those premises under a premises licence or club premises certificate at a time when the premises are open for the purposes of being used for the supply of alcohol for consumption on the premises, provided that the audience does not exceed 500.
- any playing of recorded music between 08.00 and 23.00 on any day, in a church hall, village hall, community hall, or other similar community premises, that is not licensed by a premises licence to sell alcohol, provided that (a) the audience does not exceed 500, and (b) the organiser gets consent for the performance from a person who is responsible for the premises.
- any playing of recorded music between 08.00 and 23.00 on any day, at the non-residential premises of (i) a local authority, or (ii) a school, or (iii) a hospital, provided that (a) the audience does not exceed 500, and (b) the organiser gets consent for the performance on the relevant premises from: (i) the local authority concerned, or (ii) the school proprietor or (iii) the health care provider for the hospital.

**Cross activity exemptions:**

No licence is required between 08.00 and 23.00 on any day, with no limit on audience size for:

- any entertainment taking place on the premises of the local authority where the entertainment is provided by or on behalf of the local authority;
- any entertainment taking place on the hospital premises of the health care provider where the entertainment is provided by or on behalf of the health care provider;
- any entertainment taking place on the premises of the school where the entertainment is provided by or on behalf of the school proprietor; and
- any entertainment (excluding films and a boxing or wrestling entertainment) taking place at a travelling circus, provided that (a) it takes place within a moveable structure that accommodates the audience, and (b) that the travelling circus has not been located on the same site for more than 28 consecutive days.