

Safer Use of College Premises for Commercial (or other purposes) Policy and Procedure

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Background and Context

City of Wolverhampton College is a large provider of general further education courses in Wolverhampton in the West Midlands.

With sites across the City and beyond, the College's activities place it at the heart of the community and, accordingly, seeks to engage with the communities which it serves in many ways. This includes using the College's facilities for commercial purposes or community use. Such uses may include, but are not limited to:

The Community Sports Centre on the Wellington Road campus

Facilities include:

- 3G synthetic turf pitch
- Fitness suite
- Sports hall with badminton, basketball, netball and volleyball courts
- Conference centre
- New Era Hair at CLQ.

Hire of Premises

Safe Use of College Facilities

Any use of College facilities must ensure the safety of all staff, students and members of the public.

In order to achieve this:

- Commercial customers must comply with the College's:
- Code of Conduct (**see Appendix 1**),
- Terms and Conditions of Letting Facilities (**see Appendix 2**),
- Booking form (**see Appendix 3**),
- Lettings Process (**see Appendix 4**)
- Client Sign In (**see Appendix 5**)
- College staff should remain observant to ensure that users of College facilities do not do so in such a way that is not consistent with British Values (**see Appendix 5**).

Appendix 1 – Code of Conduct

At City of Wolverhampton College, we aim to encourage as wide a cross-section of the population as possible to access our facilities. The aim of the Centre Code of Conduct is to help ensure that the environment is safe, friendly and welcoming to use.

Users of the facilities are therefore expected to abide by the following guidelines:

- Whilst hiring the City of Wolverhampton Colleges facilities you must adhere to the colleges safeguarding policy. If safeguarding procedures are not adhered to the booking will be revoked.
- Users should treat staff and fellow users with courtesy and respect, recognising that facilities are used by people from a variety of different backgrounds and cultures.
- Users should treat equipment and all other facilities with respect and use equipment and facilities in an appropriate manner, (as defined in instructions and notices).
- Safety regulations relating to facilities and individual activities should be observed at all times. Where relevant, users should be aware of safety procedures in relation to their sport or form of exercise and should seek to observe these procedures, not least when they affect the safety of fellow users or participants. (Details of safety procedures are available from staff).
- It is not acceptable to have in your possession or be under the influence of alcohol and or illegal drugs. Those found in breach of this will be asked to leave and could lead to action under the disciplinary procedures.
- The use of video and or photographic equipment, including mobile phones is prohibited, except with the permission of the Community Sports Development and Academy Officer or Duty Principal.
- Any attempt to make use of the facilities without paying the appropriate charge will be viewed as a disciplinary offence and may lead to action under the disciplinary procedures.
- Any significant damage to facilities or equipment caused by irresponsible behaviour will be viewed as an offence and may lead to action under the disciplinary procedures.
- Users are responsible for all equipment hired in their name until such time as the items are returned to reception. Hirers will be charged the cost of any item that is not returned.
- Only authorised personnel may repair equipment. Unauthorised alteration of equipment is prohibited.
- Users are strongly advised to take care of their personal property. The College cannot accept responsibility for loss or damage to clothing or other personal property sustained on college premises.
- The College cannot accept responsibility for loss or damage to a vehicle or its contents while parked on college grounds.
- Smoking is not permitted in all parts of the College except in the designated external smoking areas. Those in breach of this will be asked to leave, and could lead to action under the disciplinary procedures.

- Food should only be consumed in the café area. Food is not permitted in the following areas, Fitness Suite, Sports Hall, Spa area, conference centre, Coach Education Room, and Classrooms, unless prior permission has been granted by the Community Sports Centre or Duty Principal.
- Only drinks in plastic bottles or sports bottles are permitted in the above areas.
- Fire regulations must be observed. If the fire alarm sounds, vacate the building and assemble at the appointed place as instructed by centre staff.
- Discrimination towards staff or fellow users on the grounds of race, sex, religion or disability will not be tolerated and may lead to disciplinary action under disciplinary procedures.
- Bullying, physical and verbal abuse against students, staff and general members of the public, and foul and abusive language will not be tolerated. Those found in breach of this will be asked to leave, and may lead to action under the disciplinary procedures.
- Users are required to conduct themselves in a manner consistent with the above Code of Conduct. Where users breach this general requirement, the Sports Development and Academy Officer or Duty Principal is authorised to deal with disciplinary matters and to take any of the following actions:
 - Warning(s) as to future conduct.
 - Immediate expulsion of users from premises pending investigation of incidents.
- Suspension from the College for a period up to one month (with no refund of membership or usage charges). Appeals against such actions taken by the Sports Development and Academy Officer or Duty Principal will be referred to the College's Complaints Procedure. Where the Sports Development and Academy Officer or Duty Principal considers the matter in question to be of a more serious nature, further action may be taken as shown below. (In the event of such action being taken, the Sports Development and Academy Officer or Duty Principal has the authority to exclude the user(s) in question from using the facilities until a case is heard).
 - In a case involving a student, disciplinary and appeal procedures are defined under the Student Discipline Procedure as published in Student Support staff Handbook which can be obtained from Personal Tutor or Student Liaison Officers.
 - In a case involving a member of staff, offences will be dealt with according to the appropriate disciplinary and appeal procedures which can be obtained from Human Resources.
 - In the case of users who are not students or staff of the College, permanent exclusion from the College Sports Centre may be recommended to the Head of Service Industries & Academic Studies.
 - Where an offence may have occurred under criminal law, it will be reported to the police or other appropriate authority.
- Car parking – users are requested to park in the designated bays and not cause a blockage preventing access for the emergency services. When the car park reaches capacity, users may be requested to find alternative parking facilities.

Specific code of conduct for users of Sports Facilities

In addition to the above, the following conditions apply to users of Sports Facilities

- If shared sports facilities are busy, users should seek to make facilities available as soon as possible to those waiting. At the same time, those waiting should be prepared to wait for a reasonable period or use alternative facilities until their chosen facility becomes free. Any disagreements should be referred to sports centre staff.
- Users should dress in the appropriate attire for the activity taken and use the correct equipment for the activities being undertaken. Please no Jeans or outdoor shoes.
- Ensure that mobile phones are switched off in the Fitness Suite, Sports Hall.
- The Centre Staff reserve the right to request a medical certificate if they are concerned that exercise may be detrimental to the individual's health or if their physical status has changed since completion of their medical declaration form Disciplinary Procedures.

Appendix 2 - Terms and Conditions of Letting Facilities

Users should complete the community booking form and return to reception before their first visit. If any questions are answered falsely or untruthfully your booking will be reviewed and may be withdrawn.

If booking involves working with children or vulnerable adults a valid DBS must be made available on request.

It is the responsibility of the hirer to arrange all adequate qualified First Aid cover for their group and to ensure that First Aid kits are provided and ready for use where necessary.

Terms and Conditions

1. The hirer is granted exclusive use of the specific sports facilities as defined in the agreement, during each period of the letting.

Important – Caretakers or other employees of the College or other authorised persons shall be allowed unimpeded access to all parts of the premises during the period of the letting.

2. The hirer shall not assign the benefit or burden of the agreement or any part thereof or sub-let any part of the premises.

3. FIXTURES

Where appropriate, a fixture list must be submitted to The Community Sports Centre, City of Wolverhampton College, Wellington Road Campus, Wellington Road, Bilston, Wolverhampton, WV14 6BT.

4. FITNESS OF SPORTS GROUNDS

The final decision as to the fitness of the grounds for the sporting activity will rest with the representative of the sports centre. Any officially appointed referee can have no jurisdiction in this matter, except in waterlogged and frost bound conditions.

5. CANCELLATIONS

Cancellations should be received as early as possible (24 hours or) seven days notice before the activity is due to commence. Any group failing to comply with this will be charged for the use of the facility.

Important: Cancellations made by telephone must be confirmed in writing.

Bookings may be cancelled due to internal college events – seven days' notice will be given prior to activity is due to commence.

6. USE OF ROOMS

Teams using changing facilities shall:

a) Repay to the College, on demand, the cost of reinstating, repairing or replacing any part of the premises or any property belonging to the College in or upon the premises which shall be damaged or destroyed (otherwise than by fire), stolen or removed during the period of hire or by reason of the hiring. The amount of the cost shall be determined by the College whose determination shall be final.

b) Indemnify the College against all claims, demands, actions, or proceedings in respect of :

(i) Any damage to or loss of property in the premises belonging to any person except the College.

(ii) The death of or injury to any person howsoever or by whomsoever caused which shall occur while such person is in or upon any part of the premises or arising from any accident or occurrence which shall occur while such person is in or on any part of the premises, or in respect of any loss or damage suffered or sustained by any person in consequence of such death or injury.

Provided always that the indemnity given by sub clauses (i) and (ii) hereof shall not apply to:

(1) Damage, loss, death or injury occasioned by or in consequence of:

(i) bursting of or overflowing from any heating, ventilation, lighting, electrical or water equipment or apparatus of the College, unless such bursting or overflowing shall be caused by the actions or by reason of instructions of the hirer or his/her servants or agents;

(ii) lightning, thunderbolt, earthquake, storm, tempest, flood, aircraft, articles dropped therefrom aerial objects or impact of vehicles, horses or cattle or the acts of foreign enemy or wilful destruction by or under the order of the Government or any public authority.

(2) Removal of any property in the premises in consequence of a confiscation, nationalisation or requisition.

Damage, death or injury caused by any defect, whether of construction treatment or arrangement of any part of the premises or any of the fixtures therein, unless such defect shall be caused by the actions or by reason of instructions of the hirer or his/her representatives.

Note: The College's Public Liability Insurance Policy is adequate to cover the liability of a hirer under sub clause (b)(i) and (ii). The hirer's liability will, however, extend to any liability not covered by this insurance. If the hirer wishes to insure any other liability they must make their own arrangements. The College will not accept responsibility for loss or damage to personal property of any person during the period of hire.

7(a) The hirer shall repay to the College, on demand, any premium paid by the College in accordance with the foregoing condition, including an additional premium payable in respect of any abnormal use of the premises by the hirer.

7(b) The hirer shall inform the College forthwith of any abnormal use to which it is intended to put the premises or of any special risks inherent in the hiring.

8. The premises must be left clean and tidy on the termination of the period of hire and in as good order and condition as at the start of the period of hire. Failing this, the hirer shall pay the College such reasonable charge for returning the premises to the same order and condition.

9. Intoxicating liquors shall not be consumed on College premises. Where approval is granted for "bar facilities" the persons preparing or dispensing intoxicating liquors and soft drinks are food handlers and, as such, must conform to the appropriate health and hygiene regulations (a copy of which is available on application) and be licensed for the proposed.

10. Where lettings involve the preparation of food, other than by employees of City of Wolverhampton College, for consumption during the letting, the hirer of the premises will be responsible for ensuring compliance with the Food Safety Act and Food Hygiene Regulations. In particular, food:

- (a) shall not be prepared or cooked in any domestic premises;
- (b) shall be prepared in the premises of outside caterers approved by the General Services Co-ordinator and Catering Liaison Manager, and shall be transported to the premises in satisfactory containers and in a safe and proper manner;
- (c) shall not be cooked or heated on the premises of the College and no gas bottles shall be taken into the said premises.

11. All exits to the premises must be kept clear of obstruction.

12. Accounts for hiring charges in respect of occasional use, and regular contracted hire, which confirm reservations, should be paid at the **Community Sports Centre Reception desk, City of Wolverhampton College, Wellington Road Campus, Wellington Road, Bilston, Wolverhampton, WV14 6BT** at the time of hire. Other one off 'Special Event' hire accounts will be invoiced directly after the hire period. ***Adequate notice of cancellation (not less than seven days notice) must be given IN WRITING to the Community Sports Centre Assistant Manager. Failure will result in the full charge being levied.***

13. The premises must be left clean and tidy on the termination of the hiring and as good order and condition as at the start of the hiring, failing which the hirer shall pay the College such reasonable charge for putting the premises in such good order and condition.

14. No occupation or use to be permitted which, in the opinion of the College, is likely to create any disturbance or cause any inconvenience to residents in the neighbourhood, this condition to be drawn specifically to the attention of the hirer in the case of weddings.

The Hirer shall not cause or permit any nuisance or annoyance to other users of the facility, neighbouring properties, or the general public. This includes but is not limited to excessive noise, disruptive behaviour, or any activities that may interfere with the peaceful enjoyment of the premises. The Hirer is responsible for ensuring that all attendees comply with this clause. Failure to adhere to these conditions may result in the immediate termination of the hire agreement without refund.

15. The parking of vehicles on the College premises, where accommodation has been made available, to be permitted on condition that any persons bringing such vehicles to the premises do so at their own risk and that they accept responsibility for any damage or injury to property of the College or to any persons, whether connected with the College or not, caused by the presence of such vehicles on the College premises.

16. Please note that as the hirer, it is your responsibility to be in attendance at all times during your use.

Safeguarding and Compliance Requirements for Facility Users

To meet the requirements for sports centre facility users, it is essential to securely store DBS certificates, relevant coaching qualifications, and other essential documents. Users may be required, at the discretion of the Governing Body, to undergo a criminal record check via the Disclosure and Barring Service (DBS). If an activity or letting involves direct contact with students, all personnel involved must hold a current DBS check, in accordance with legislation and current DfE guidance.

Users will be asked to provide copies of their DBS certificates, coaching qualifications, and evidence of safeguarding officer credentials. Additionally, any users utilising the facility as part of a business must submit their own risk assessments and public liability insurance. These documents will be securely stored in the sports centre's booking system as evidence of compliance.

These checks and documentation should be arranged in advance with the designated safeguarding officer or Bursar, with at least half a term's notice to allow adequate time for processing. Any adults working with students (e.g., those leading an after-school sports club) must also hold qualifications from a recognised and appropriate body, ensuring their suitability and competence to work with young people. This will also need to be stored on the sports centre booking system.

HEALTH AND SAFETY

The Contractor shall comply with all relevant statutory duties in respect of health, safety and welfare.

EQUAL OPPORTUNITIES

Both the College and the Contractor shall agree to promote Equal Opportunities for all activities funded under this Agreement, and to comply with all statutory duties in respect of Equal Opportunities and the Disability Discrimination Act.

INSOLVENCY

The Contractor shall notify the College in writing immediately of any events which may render the Contractor insolvent and vice versa.

ASSIGNMENT AND SUB-CONTRACTING

As stipulated in above, the Contractor shall not sublet, assign or transfer this Agreement or any part, share or interest in it.

Supervision and Conduct. The User shall be responsible for the supervision and control of its agents, employees, guests and contractors and their activities on College premises.

Damages. The User agrees not to damage, destroy, or deface any property of the College and agrees to be responsible for the cost of repair or replacement of any College property damaged, destroyed or defaced by those in attendance. No nails, tacks, screws or similar articles may be driven into or applied to plaster, brick, cinder block or wood surfaces.

Guest Property. The College will not assume any responsibility for the damage or loss of any merchandise or articles left in the College facilities prior to, during or following a function.

Alarm and Access: The contractor must be responsible in opening and closing the College premises. The Alarm must be deactivated in a timely fashion to ensure smooth access to the changing facility. The Alarm must be activated when leaving the premises; the code to the changing facility must be used only by the lead contractor.

GENERAL NOTE

Further Education classes take precedence over all others. Adequate warning will be given of any occasion when premises will not be available.

I confirm that I have read, understood and agree to the above Code of Conduct and Terms and Conditions of hire and agree to abide by the said Terms and Conditions of Hire.

Print Name: _____

Customers Signature: _____

Date: _____

Appendix 3 - Booking Form

Hirer Details		Invoice Details (if different)	
Title		Title	
First Name		First Name	
Surname		Surname	
Company/Club Name		Company/Club Name	
Address		Address	
Post Code		Post Code	
Contact Number		Contact Number	
Email		Email	

Details of Sport/Activity	Day Required: i.e. Monday	Time Required:

Please select facility required (please tick)	
3g Pitch: 1/3	
3g Pitch: 2/3	
3g Pitch: Full Pitch	
Sports Hall	
Conference room	
Fitness Suite	
Classroom	
Other	

Are there any disabled members at you activity that may need special consideration or attention?	Yes	No
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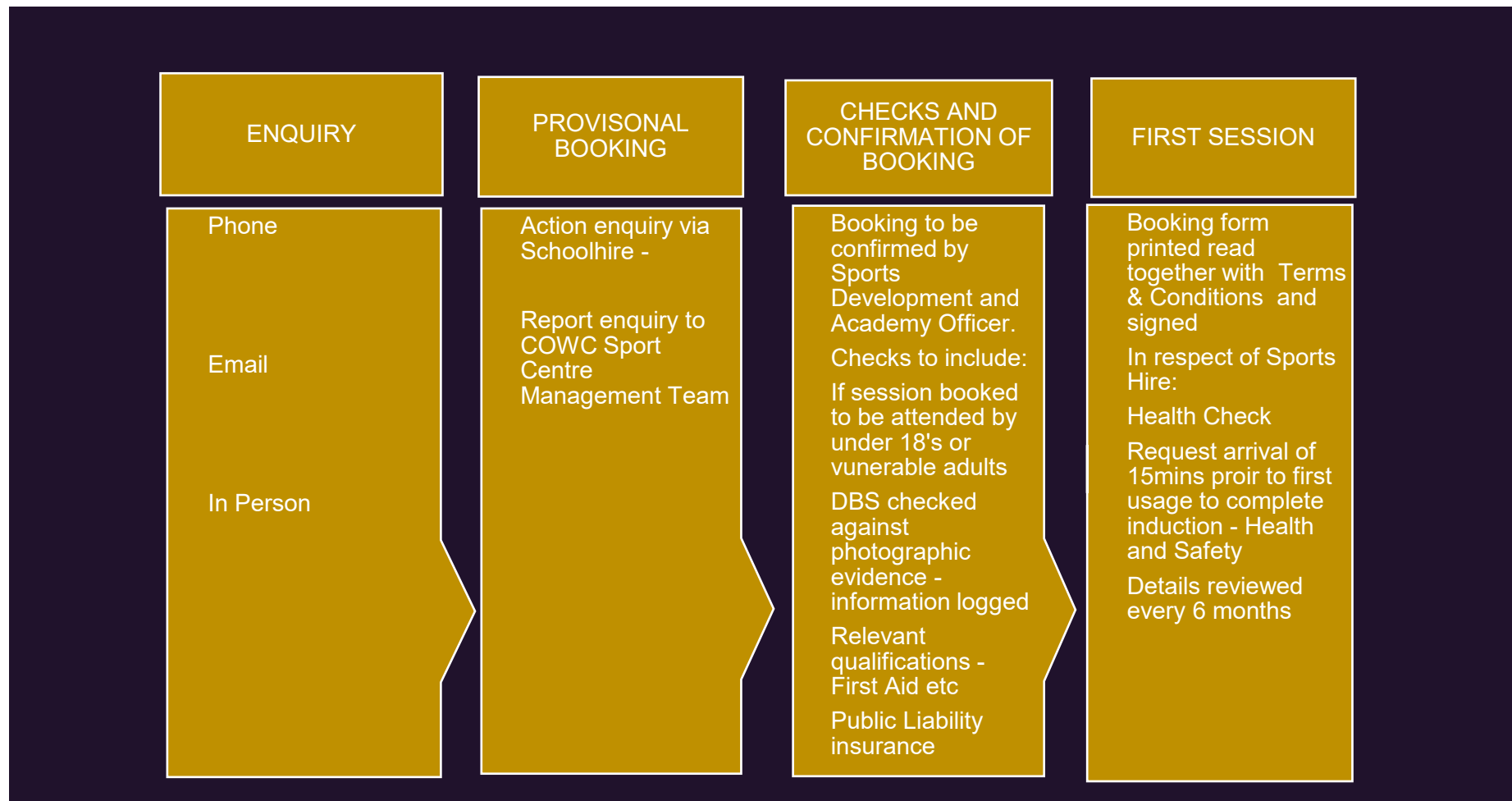
It is imperative for the Community Sport Centre team to ensure the health and safety of all members and users whilst on our premises. The facilities have been RISK ASSESSED via an internal assessment to ensure that all potential hazards are eliminated. Risk assessments are available on request and are available prior to usage. It is the responsibility of the hirer to arrange all adequate qualified First Aid cover for their group and to ensure that First Aid kits are provided and ready for use where necessary. Whilst hiring the City of Wolverhampton Colleges facilities you must adhere to the colleges safeguarding policy. If any procedures are not adhered to the booking will be revoked.

Cancellations will be accepted without charge by giving 24 hours' notice for one off bookings. One week's notice must be given for block bookings - Failure to do so will result in no refund.

Please sign and date to confirm that you have read and agreed with Terms and Conditions and Schoolhire Booking process and questions have been answered

Print Name		Sign Name		Date	
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Appendix 4 – Lettings Process



Appendix 5 – Client Sign In

It is imperative that the Health and Safety of all members and users is assured whilst on our premises. As group lead, by signing confirm that you have read, understand and agree with the centres safety compliance and control measures and accept that prior to commencing the activities the following has been acknowledged:

- All Surfaces are clean, safe and free from hazard at the start of the activity
- All facilities and equipment which is to be used are in full, safe working order at start of the activity
- Appropriate footwear will be worn by all taking part in the activity (non-marking shoes in sports hall, no metal or bladed studs on 3G)
- Smoking is only permitted in set areas (ask at reception)
- Food and drink must not be consumed in/on the 3G Pitch, Sports Hall, Fitness Suite or Classroom
- Facility equipment is returned in a clean, tidy orderly condition at end of hire period
- No Alcohol is permitted onsite.

Please refer any comments regarding facilities to staff on site.

Name of Group	Group Lead (Print Name)	Signature	Date	Facility	Booking Time	Sport Centre Staff on Duty

Please use additional Client Sign in Sheets if required

Staff Note: All duty checklist will be checked on a regular basis by your line manager.

Appendix 6 - British Values

Whilst the college has its own values, Britain also has values that all staff and students are expected to know.

Mutual Respect – Understanding that we don't all share the same beliefs and values. Respect for others and their views.

Democracy – In Britain we have a culture built upon freedom and equality, where everyone is aware of their rights and responsibilities.

Individual Liberty – In Britain we have protection of our rights and others we live and work with.

Acceptance of different faiths & beliefs – Embracing diversity and the importance of religion, traditions, cultural heritage and preferences.

Rule of Law – In Britain rules are fairly applied and enforced to make a happy, safe and secure environment to live and work.