

# NETTLEHAM PARISH COUNCIL



## PREMISES LETTINGS POLICY

### 1. Introduction

- 1.1 This document sets out the Lettings Policy in relation to the letting of the premises, facilities and outdoor spaces of Nettleham Parish Council.
- 1.2 The primary intention of letting of the premises is to act as a resource to the community of Nettleham and to be self-financing. In the event that additional income is raised this will be used to help provide additional services for the Nettleham community.
- 1.3 The Council's attitude towards an application for the use of our premises, facilities and open spaces will be a positive one and will endeavour to let out premises, facilities and open spaces as much as possible
- 1.4 We will seek to encourage local organisations, including businesses, not for profit organisations and particularly registered charities to use the premises, facilities and open spaces for meetings and activities, where such meetings and activities are complementary to the well-being of Nettleham.
- 1.5 The Council will not permit lettings to any organisation if this creates an effective business or permanent address for the organisation at a Nettleham Parish Council premise, facility or open space. Any requests for lettings that are permanent will require approval by Full Parish Council.

### 2. BOOKINGS

- 2.1 The hire rates payable are the rates prevailing at the date of the booked event, as determined by the Parish Council.
- 2.2 **AGREEMENT** - The Premises & Facilities Hire Request Agreement forms part of this Policy document (**shown as Schedule A**), must be completed and signed in respect of every booking of the premises – including the hire of kitchen, equipment or storage. All verbal requests must be confirmed in writing using the form.
- 2.3 Bookings will be administered by the Council. We will not accept bookings from persons less than 18 years of age or "Third party bookings" unless otherwise agreed by the Council, under special circumstances.
- 2.4 On receipt of a signed booking form, the Council will send a confirmation email to the hirer. No booking will be deemed to be confirmed until the hirer has received confirmation of acceptance of the booking, from the Parish Council.

- 2.5** The Clerk, on behalf of the Council reserves the right to refuse an application for hire/booking and shall not be required to offer any reason or explanation, for refusal.
- 2.6** The Council reserves the right to require the Hirer to use such other rooms within the Premises as the Council may designate, at its absolute discretion, from time to time.
- 2.7** The Council will not normally permit lettings for a period of more than 12 months. We may also request references from a new user before agreeing a booking.
- 2.8** The hire of the premises does not entitle the Hirer to enter or use the premises other than during the specific hours for which are hired, unless prior arrangements have been made with the Council.
- 2.9** **SET UP AND TAKE DOWN TIME – NOT INCLUDED** - The council does **not** provide time free of charge for set up/take down of equipment or for removing equipment or for packing items away. Hirers will therefore need to include sufficient time, within their booking request to account for this.
- 2.10** **THE HIRER** - The person signing the Premises Hiring Agreement shall be known as “the Hirer” and shall accept full responsibility for the due observance in all respects of the Terms and Conditions as set out in this Policy document.
- 2.11** The Hirer must be aged 18 years or over, is responsible for complying with the conditions of hire and will be in attendance for the duration of the event.
- 2.12** All charges include the use of furniture which hirers will need to erect and dismantle. After use, floors must be swept to remove debris, tables must be wiped clean and together with the chairs be neatly stacked away in the storage areas provided.
- 2.13** **KEYS** – are available for collection, in advance, from the Parish Offices during office opening hours: **Monday to Thursday – 9am to 12 noon**. For **weekend or evening bookings** – it will be necessary to collect a key from the Parish Office, in advance. The hirer should lock the hire room once the hire period has finished and return the key(s) directly to the Parish Office and post through the office letterbox at: **The Parish Office, Scothern Road, Nettleham, Lincoln, LN2 2TU**. Other arrangements may be made, in respect of the arrangement and collection of keys, at the Clerk’s discretion.
- 2.14** **USE OF THE PREMISES OR SPACE** - is non-exclusive and the Council will allow other users in other parts of the building at the same time. The agreement only licences the use of the Designated Room(s) of the Premises, or other facility, hired by the named Hirer, and does not create a legal lease or a landlord/tenant relationship.
- 2.15** Any additional requirements must be requested at the time of the booking. Unless permission is explicitly granted the hire does not include the use of equipment, storage or any other

rooms within the venue and excludes the use of kitchens unless booked. (**N.B.** – the kitchen is available for use with the hire of the Small Hall, Old School).

- 2.16** The hirer may not use the premises for any other purpose other than that requested and must not sub-let the premises, the grounds or any part of them or allow their use for any illegal purpose.
- 2.17 CAPACITY** – The capacity of the premises are as follows: Large Hall – 100, Small Hall – 50, Mulsanne Pavilion 120, and the Hirer undertakes that these limits **will not** be exceeded.
- 2.18 INSURANCE** - The hirer is responsible for securing whatever insurance they require to cover his/her liabilities and the Council's insurance does not extend to the Hirers liabilities.
- 2.19 DISCLAIMER** – The Parish Council, as owner of the premises shall not be liable or responsible for any loss or damage to any property arising out of the hiring, nor for the loss, damage or injury which may be incurred by or be done or happen to any person, or persons resorting to the premises during the hiring arising from any cause whatsoever or for any loss or breakdown of machinery, failure of electrical supply, 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. The Hirer will indemnify the owner against any claims which may arise out of the hiring or which be made by any persons resorting to the premises during the hiring in respect of such loss, damage or injury.

### **3.0 PAYMENT OF HIRE FEES AND OTHER CHARGES**

- 3.1 PAYMENT AT TIME OF BOOKING** – where the application for hire is in respect of one off or a series of one off events, payment must be made in advance of the hire date(s). Failure to do so may result in all bookings being cancelled and the dates re-let to other hirers.
- 3.2 PAYMENT METHOD** – payment should preferably be made by bank transfer as the Parish Council does not keep cash on the premises and cannot give change. Payment by cheque should be made at least 5 days before the event, to allow time for cheque clearance.
- 3.3 LETTING HIRE RATES** - will be published by premise, facility and open space by the Council. These prices are not subject to negotiation without the express permission of the Parish Council. A full list of charges is shown as **Schedule B**.
- 3.4** All persons or groups using its premises will be liable to pay the approved charges. No persons or groups are excluded from this policy, however, registered Charities and not for profit organisations may be offered a discount on the published list of charges. Proof of charitable status will be required
- 3.5 HIRE CHARGES** for Premises, Facilities and open spaces will be reviewed each year by the Committee mandated by the Council. The rental agreement form will also be reviewed annually. Charges will be set at a reasonable rate, consistent with covering costs.

- 3.6 BOND** – A bond may be payable, at the Council's discretion as surety against any cleaning required, or damage found, following the hirers event. Generally, the bond levied will be set at the Clerk's discretion. Bonds that have been paid will be refunded following completion of a satisfactory inspection which is wholly at the discretion of the Parish Council.
- 3.7** In the event of damage being caused during the hiring out of the premises, the Council reserve the right to retain the surety bond and/or take further action, including court action, to recover associated costs, from the Hirer, as recompense for the damage caused.
- 3.8** The hire charge and any bond/surety payment are payable, in full, at the time of the booking. The bookings invoice system will be used at all times.
- 3.9 CANCELLATIONS** – In the event of the hirer cancelling a booking, any booking fee due or already paid will not normally be refunded unless 7 calendar days' notice is received. The Council may, at their sole discretion waive this clause, under extenuating circumstances.
- 3.10** The Council reserves the right to cancel a booking if exceptional unforeseen circumstances arise as approved by Full Council and without a reason being stated. In these circumstances all fees/deposits paid by the Hirer shall be refunded.

## **4.0 ACCESS AND SECURITY FOR PREMISES**

- 4.1** Any letting of the premises will require a responsible person to be present, at the beginning and end of each letting period that takes place, to check that the facilities are in order. The premises must not be left unattended during the period of the booking.
- 4.2** Where a key is provided it must be safeguarded at all times and returned to the Parish Council (or to the Council's representative where agreed) at the end of the letting period or as soon as is reasonably possible. The keys must **NOT** be given or lent to any third party. If keys are provided, it is the Hirers responsibility to ensure that the premises have been vacated, that all fire doors and windows are closed, all doors locked and all lights switched off (including the toilets) at the end of the letting period and heating turned down as detailed at **para. 7.3**.
- 4.3** The last hirer to leave the premises, on an evening, should close the vehicle entrance gate to deter unauthorised access and to prevent vandalism at the site.
- 4.4** The Council reserves the right for a representative of the Parish Council or their appointed officer to enter any part of the building at any time.

## **5.0 SUPERVISION**

- 5.1** The Council requires the Hirer to:
- Ensure all persons under 18 years of age are properly supervised by an adequate number of responsible adults;
  - Have access to a mobile telephone in case of emergencies;

- Be responsible for the administration and organisation of the event as well as the conduct and behaviour of those persons attending;
- Leave the premises at the end of the specified session;
- Ensure that all fire exits remain free from obstruction and Fire appliances not removed or tampered with.

**5.2 FIRST AID AND ACCIDENTS** – there is an accident book and a first aid kit in each hall and Large Hall kitchen and at Mulsanne Park. Any accident involving personal injury, during a hiring, must be recorded in the Council’s Accident Book and reported to the Parish Office.

**5.3 IN THE EVENT OF AN EMERGENCY** – the hirer should contact a member of the Council’s staff, at the Parish Office. A list of contacts is displayed inside each hall and on the office window in the event of an out of hours’ emergency.

**5.4 FIRE MARSHALL** – The Hirer must arrange for a nominated person to act as the Fire Marshall who will ensure that, in the event of a fire, the emergency services are called immediately and the premises are cleared of all persons, using fire evacuation procedures. **Please refer to the attached fire plan (shown as Schedule C).**

**5.5** All entrances and exits must be kept clear at all times and the number of people attending must be declared at the time of booking to ensure that this does not exceed the maximum number allowed.

**5.6** The right of entry to the premises is reserved by the Council and any other agent of the owner and any Police Officer at any time during the Hiring.

**5.7 REMOVAL OF BELONGINGS** - All property belonging to or associated with the hirer or their agent must be removed immediately at the end of the hiring unless permission is given in writing by the Council. This includes disposal of any associated packaging and rubbish resulting from activities undertaken or from items brought onto the premises.

**5.8** Where the hirer fails to remove these items, the Council reserves the right to charge fees for each day or part day until the same is removed.

**5.9 LOST PROPERTY** – that is handed in to the Council or found by staff will be kept in the Parish Office for a period of 3 months and if not claimed will be disposed of.

## **6.0 DAMAGE**

**6.1** Damages and breakages occurring during the course of the hiring must be reported, as soon as possible, to the Parish Office. Whilst the Hirer is responsible for all damage to the premises and its equipment and for all damage or loss of any property in the premises occurring during the period of hiring or while persons are entering or leaving, a subsequent assessment will be undertaken by the Council. Depending on the outcome, may result in a deduction being made against the deposit or an invoice raised or other action taken to cover the damage or loss.

- 6.2** The wearing of cricket and sports boots is not permitted in the premises (except Mulsanne changing area) and persons wearing such footwear or other footwear considered likely to cause damage will be refused entry, to the premises. The hirer is responsible for compliance with this condition.
- 6.3** The use of any materials by the Hirer preparing the floor for dancing or any other activities is prohibited (not including rubber mats used during activities to protect users and the floor).

## **7.0 GENERAL BOOKING CONDITIONS**

- 7.1 CAR PARKING AND SAFETY** – the pedestrian areas and other access areas between the main highway, entrance gates and main doors must be kept clear at all times to ensure access for the emergency services. Drivers must also remain alert to the movement of pedestrians and the disabled in these designated areas.
- 7.2** Users park their cars/vehicles in the car park entirely at their own risk. They should also observe and respect that designated persons spaces are reserved for disabled users.
- 7.3 HEATING** – The Council is committed to minimising the use of energy for environmental and economic reasons. In the **Large Hall** – the heating is normally pre-set for the period of hire and the controls should not normally be interfered with, other than to switch the heating off if it becomes too warm and the notice on the heaters explains how to do this. For the **Small Hall** – the radiators are controlled by individual thermostats which can be turned up to give the required temperature but should be returned to position ‘1’ at the end of the hire period.
- 7.4 NOISE** – The Hirer must ensure that their use of the premises is considerate to residents in the neighbourhood and should not cause nuisance and annoyance. The playing of loud amplified music (e.g. disco type) is **NOT** permitted in the Large Hall. The Hirer is to keep the level of amplified music to an acceptable level and all amplified sound must cease by **MIDNIGHT**, or as directed by WLDC. In all cases, the Hirer must comply with the Council’s Noise Management Plan – a copy is included in the Hirers pack (**shown as Schedule D**).
- 7.5 CLOSING TIMES** – **ALL** functions must end and the premises be vacated by **MIDNIGHT** – or as detailed on the premises or events licence agreed by West Lindsey District Council or unless otherwise agreed, by the Parish Council, prior to the event.
- 7.6 CLEANLINESS** - The Hirer shall leave the premises and the equipment, including toilets and kitchens in a clean and tidy condition. Failure to do so may result in the Council retaining the Hirers Surety Bond. Hirers should ensure that all work surfaces are wiped clean, crockery/cutlery or other equipment is adequately washed and replaced, as appropriate.
- 7.7 KITCHEN FACILITIES** – the Council provides a limited amount of equipment for use. The hirer should therefore take steps to ensure that there is sufficient equipment to fulfil their needs prior to their event so they can then arrange to bring additional items, as required. A list of items is held in each kitchen **N.B. washing up liquid, dish cloths and tea towels are not provided.**

- 7.8 DISPOSAL OF WASTE** - All food waste and rubbish must be bagged and removed from the kitchen and placed in the large refuse bin at the rear of the building. **N.B.** hirers should provide their own rubbish bags/sacks as they are not provided by the Parish Council.
- 7.9 SMOKING AND VAPING & USE OF SMOKE MACHINES** - or other smoke generators for Discos are strictly prohibited in all areas of the premises throughout as use of these will activate the Fire Alarm system.
- 7.10 ALCOHOL** – under no circumstances can alcohol be sold in the building without first submitting an application and receiving agreement for the appropriate **Temporary Events Notice (licence)** from West Lindsey District Council (WLDC) and the Police. Generally WLDC will need at least 10 days' notice, prior to the event. The Parish Council will not provide the licence. Alcohol will not be permitted to be consumed outside of the building(s). Contact the WLDC Licensing Team for further guidance – telephone: (01427) 676676.
- 7.11 PUBLIC PERFORMANCE LICENCES** – the Parish Council holds a PRS (Performing Rights Society) Licence and a PPL (Public Performance) Licence. All users who play copyright music must provide the Parish Office with a copy of their PPL licence in relation to their specific group and activities.
- 7.12 NOTICES AND FIXINGS** - The Council does not allow anything to be put up or secured onto the walls – this includes notices, placards, decorations, pictures or fixtures etc. and reserves the right to refuse any future bookings or to cancel any bookings already made by the Hirer, if any damage to the premises is found after the previous use by the Hirer.
- 7.13 INFLATABLE EQUIPMENT** – the Council does NOT currently permit the use of or erection of bouncy castles, slides, sumo suits or soft play of any type inside any of their buildings or in the car park.
- 7.14 WHEELED TOYS, BIKES AND VEHICLES** – All wheeled toys, bicycles etc. are forbidden as they can cause damage to the floor (with the exception of personal mobility aids).
- 7.15 CATERING** – The Hirer may use the kitchen facilities (if pre-booked) for providing hot and cold refreshments and for the reheating of pre-prepared foods. The Hirer is required to follow guidelines displayed within the kitchen area.
- 7.16 ELECTRICAL** – The hirer is not permitted to bring in supplementary heating appliances. If electrical equipment is to be used, the Hirer shall be responsible for ensuring the electrical equipment is in safe conditions and complies with current electrical safety guidelines including Portable Appliance Test Certificates (or be under one year old). No additional lights or extensions from existing light fittings shall be used without prior consent from the Council. To safeguard people's health, no laser effect lighting is to be used by D.J.s or bands.

## 8.0 COMPLIANCE

- 8.1 The Hirer is required to comply with all legislation including: Health and Safety, Equality and safeguarding. 7 days prior to the event, the Hirer must supply the Council with a copy of relevant documentation/ certification for the following, where applicable:
- **Insurances** – e.g. Public Liability Insurance;
  - **Risk Assessments** - relative to the type of activity to be undertaken;
  - **Food handling** – as applicable;
  - **Portable appliance testing** – *where hirers use their own electrical equipment*;
- 8.2 **SAFEGUARDING** - The hirer is responsible for ensuring that all relevant Safeguarding requirements are in place and maintained, as per their own respective Safeguarding Policy and Procedures. This may include confirmation that relevant safeguarding/criminal record checks have been carried out through the Disclosure & Barring Service (DBS) for all staff and volunteers that work with children, young people and/or other vulnerable groups.
- 8.3 Failure by the Hirer to comply with any or all of the terms of this Policy document where applicable, whether intentionally or not, may be deemed by the Council to be just cause for immediate cancellation of a room hire or series of hirings and may result in forfeiture of the entire security deposit.

## 9.0 REVIEW

- 9.1 This Policy will be reviewed annually by the Clerk on behalf of the Council and any amendments will be considered for approval by the full Parish Council. However, the Council reserves the right to change these Terms & Conditions at any time, without prior notice.
- 9.2 Hire charges for Premises and Facilities will be reviewed annually.