



North Hykeham Town Council

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 North Hykeham Town Council.
- 1.2 The primary intention of letting of the premises is to act as a resource to the community of North Hykeham. The secondary intention is to provide additional income to North Hykeham Town Council to enable the Council to provide additional services to the community of North Hykeham.
- 1.3 The Council's attitude towards an application for the use of our premises, facilities and open spaces will be a positive one. 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 North Hykeham.
- 1.4 We will endeavour to let out premises, facilities and open spaces as much as possible subject to there being no detrimental effect on the activities and needs of North Hykeham Town Council and any substantial denial of premises, facilities and open spaces to other potential users of these letting opportunities.
- 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 North Hykeham Town Council premise, facility or open space. Any requests for lettings that are permanent will require approval by Full Town Council.

2. Bookings

- 2.1 **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. Bookings will be administered by the Council. We will not accept "Third party bookings" unless agreed by the Council under special circumstances.
- 2.2 The Council reserves the right to refuse a letting and 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.
- 2.3 **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. The Hirer must be aged 18 years or over.

- 2.4 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.
- 2.5 Capacity** – The capacity of the premises will be supplied to the Hirer at the time of the booking and the Hirer undertakes that these limits will not be exceeded. These are available to view on the Council’s Hirer’s price list.
- 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 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. 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.
- 2.8 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 hirer’s liabilities.
- 2.9 Disclaimer** – The 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 Charges

- 3.1 Letting Hire prices** will be published by premise, facility and open space by the Council or through a mandated Committee of the Council. These prices are not subject to negotiation without the express permission of the full North Hykeham Town Council. A full list of charges is shown as **Schedule B**.
- 3.2** Charges will be set:
- At a reasonable rate, near full commercial value, consistent with covering costs;
 - To provide a contribution to maintenance costs and other costs for using the premise, facility and open space;
 - To provide a surplus for North Hykeham Town Council to use to provide additional services for North Hykeham.

- 3.3 **Set Up and Take Down** – The council does not provide time free of charge for set up/take down. Hirer's need to include sufficient time, in their booking request for this.
- 3.4 **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.
- 3.5 **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 discretion of the Town Clerk or Deputy Clerk (or in their absence, the Assistant Clerk). Bonds that have been paid will be refunded following completion of a satisfactory inspection which is wholly at the discretion of the Town Council. No VAT is payable on this bond.
- 3.6 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.
- 3.7 The hire charge and any bond/surety payment are payable, in full, at the time of the booking. The purchase order and invoice system will be used at all times.
- 3.8 Registered Charities and not for profit organisations may be offered a discount on the published list of charges. Discounts do not apply for hire of the Community Hub.
- 3.9 **Cancellations** – In the event of the hirer cancelling a booking, any booking fee already paid will not normally be refunded. 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 Town 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 North Hykeham Town 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 shall not be given or lent to any third party. If keys are provided, it is the Hirer's 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.

4.3 The Council reserves the right for a representative of the North Hykeham Town 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 and corridors remain free from obstruction and Fire appliances not removed or tampered with.
- Report any accident involving personal injury, during a hiring, to the Council which will be recorded in the Council's Accident Book.

5.2 **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).**

5.3 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.

5.4 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.

5.5 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.

5.6 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.

5.7 The Council accepts no responsibility for any property left on the premises after the hiring. In the case of events or on occasions where property is brought onto the premises for sale, all property remaining unsold at the termination of the hiring will be considered to be the property of the Hirer for the purpose of this condition.

6.0 Damage

- 6.1 The Hirer shall be 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, pursuant to the Hirer and by whomever caused.
- 6.2 The wearing of cricket and sports boots is not permitted in the premises 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.

7.0 General Booking conditions

- 7.1 **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 Hirer is to keep the level of amplified music to an acceptable level and all amplified sound must cease by midnight. In all cases, the Hirer must comply with the Council's Noise Management Plan – a copy is included in the hirer's pack (**shown as Schedule D**).
- 7.2 **Closing times** - No event will be permitted to carry on beyond:
- **23:00 hours – at Hykeham Community Hub, Valerian Way, North Hykeham**
 - **24:00 hours (midnight) – at The Pavilion, Fen Lane, North Hykeham**
- 7.3 **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. The use of any materials by the Hirer preparing the floor for dancing or any other activities is prohibited.
- 7.4 **Smoking and Vaping and use of smoke machines** and/or smoke generators for Disco's are strictly prohibited in all areas of the premises throughout.
- 7.5 **Alcohol** can be sold in the building with the appropriate licence. The council will not provide the licence. Alcohol will not be permitted to be consumed outside of the building(s).
- 7.6 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.
- 7.7 **Inflatable Equipment** – Under No circumstances should this type of equipment be erected inside any of the premises. Hirers wishing to use this type of equipment externally must first seek the express permission of the Council. The equipment must be hired from a reputable company, set up and operated by the company's own staff.

- 7.8 Wheeled Toys/Bikes/Vehicles** – All wheeled toys, bicycles etc. are forbidden as they can cause damage to the floor.
- 7.9 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.
- 7.10 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;*
 - Safeguarding policy -
(e.g. 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.
- 8.2** 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 letting or series of lettings and may result in forfeiture of the entire security deposit.

9.0 Review

- 9.1** This Policy will be reviewed annually by the Town Clerk on behalf of the Council and any amendments will be considered for approval by the full North Hykeham Town Council.
- 9.2** Hire charges for Premises and Facilities will be reviewed annually.