



Hire of Premises Policy

AGE CONCERN BRACKNELL
FOREST.

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POLICIES AND PROCEDURES

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Document Description:

This document outlines the expectations and information relating to hiring the premises of 27, Worlds End Hill to the local community. It includes what hirers can expect, and guidelines to the responsibility of Age Concern Bracknell Forest.

Implementation & Quality Assurance:

Implementation is immediate and this Policy shall stay in force until any alterations are formally agreed.

The policy will be reviewed every three years by the: Board of Trustees / Senior Management or sooner if legislation, best practice, or other circumstances indicate this is necessary.

All aspects of this Policy shall be open to review at any time. If you have any comment / suggestions on the content of this policy please contact: info@ageconcernbracknell.org.uk or at Age Concern Bracknell Forest: 27 Worlds End Hill, Bracknell, Berkshire, RG12 0XH.

Revision date:	Summary of Changes:	Other Comments:
December 2022		

Hire of Premises Policy

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1. Introduction

The Trustee Board of Age Concern Bracknell Forest is keen to see the charity's premises and grounds used for the benefit of the whole community for a range of reasonable and acceptable purposes including but not limited to cultural events, festivities and learning opportunities.

The charity's prime purpose is to provide the best support, care and advice for the elderly in our constitutionally designated areas. The charity wishes to be at the hub of our community promoting equality of opportunity in an inclusive and accessible environment and this policy is designed to give access to our facilities whilst in keeping with our commitments towards our charitable aims and objectives.

This policy sets out:

- ✓ facilities that are made available to our community.
- ✓ charges for the hiring of the charity's premises.
- ✓ responsibilities of the Users/Hirer.

The trustee board has delegated the responsibility for the hiring of charity premises to the CEO / Development Manager. Where appropriate the CEO / Development Manager may delegate all or part of this responsibility to other members of staff.

2. Considerations:

The CEO / Development Manager will consider the hiring of the Charity's premises from any person(s) who are able to comply with this policy and in deciding whether or not to hire the Charity's premises, he/she will have regard to the following:

The likelihood of any damage being caused to the premises, or neighbouring premises, and any nuisance that may arise, as a result of accepting the booking including parking in the immediate area. Other things to consider:

- ✓ the interference with charity activities.
- ✓ the availability of facilities and relevant premises staff.
- ✓ the charity's health and safety and child/ adult protection policies.
- ✓ the specific health and safety issues with regard the number of users.
- ✓ qualifications of instructors, type of activity and so forth.
- ✓ the adequacy of management procedures during the Hire Period.
- ✓ the appropriateness of the hiring and if it is consistent with the ethos of the charity.

The CEO / Development Manager will not hire the Charity's premises to organisations or person(s) that encourage racial discrimination and/or disharmony between persons of different religious and or racial groups or are otherwise involved in activities prejudicial to good race relations and strong communities including but not limited to the duty to have due regard to the need to prevent people from being drawn into terrorism.

3. Safeguarding

The CEO / Development Manager will ensure that those undertaking activities on charity premises comply with the following:

It is an obligation of the hirer to confirm that:

Where required Criminal Records Bureau (CRB) or Disclosure and Barring Service (DBS) checks have been carried out on all persons over the age of 16 who work, either in a paid or voluntary capacity, with vulnerable people (children, young people or adults) on the activity or activities it undertakes on the charity premises and that these checks demonstrate that they are safe to do so. The Hirer is responsible for ensuring compliance with the CRB/DBS 'Code of Practice' and relevant Bracknell Forest Council Children & Adults Safeguarding Board requirements.

That the hirer has policies and procedures in place to address any concerns raised in respect to the welfare or safety of children and adults (e.g. signs of potential abuse are exhibited) and that staff and volunteers will act upon any concerns without delay. Staff and volunteers are aware of how and to whom they should refer to should any concerns that arise and that such information is detailed within their safeguarding policy.

The hirer shall be required to provide evidence of the above at the request of the charity.

The hirer is responsible for supervising any service users (regardless of age) participating in the activity or activities it undertakes on the charity premises until they are collected by a responsible adult from the charity premises / or have left themselves.

The hirer must make clear in any advertisement for the service/activity offered on charity premises that the charity does not endorse, have any involvement or responsibility for the service/activity being provided.

The charity reserves the right to require a reference before any booking is accepted and/or decline a booking or application for the hire the charity's premises. The CEO / Development Manager (on behalf of the charity) will have the final decision.

Please ensure that you have fully read and understood this policy before furthering your request to hire.

4. Charges:

The hire charges are set by the charity and reviewed annually; it is possible charges could increase as a result of any reviews. Details of the latest charges are enclosed and/or can be obtained on request from the charity's website.

Current Charge (*as of 14/01/2020*) is: £12 per hour for the designated areas of the building. The premises are hired in hourly blocks only.

A deposit to cover potential damage(s) will also be applicable to the value £100.

The applicable charges are required to be paid monthly, in advance to avoid bad debt situations. Failure to pay any invoices will void your agreement and legal action may be taken to recover the costs.

5. Hiring Times, Available Facilities and Equipment:

The facilities and equipment which are available for hire at the following times, are as follow:

The main building (lounge, corridors, dining room, toilets and kitchens). Equipment is limited and will be discussed with hirers about their individual needs. Any booking excludes access to the loft, out-buildings, offices and storage areas.

The centre can be hired from **5pm until 9pm weekdays** and from **9am to 9pm on weekends**. The centre is hired / charged in hourly blocks. When booking you must ensure you have adequate time to pack up, clean and vacate within your allocated time blocks as there could be another hirer due to start straight away.

The charity reserves the right to vary the facilities available for hire and/or times when these will be available for hire at any time, without warning. The charity reserves the right to decline requests for hire for particular events deemed to be high risk, to preserve our harmonious relationship with our neighbours.

6. Personal Property

Age Concern Bracknell Forest will not be liable for any damage, injury or loss of property brought to or left in the charity premises or charity car parks by persons using the premises.

7. Storage:

Hirers are not permitted to store any property at the premises. There could be the opportunity to store items in the future, and this information and appropriate charges will be given when available.

8. Parking:

There is a small public car park directly outside the building. This is not owned by the centre. To avoid neighbourly disputes, we ask that the local area is not overflowing with vehicles which could cause complaints from our neighbours. There are two car parks within close proximity that are suggested for use.

Car park 1: The Forest Park Shops – Located at: Forest Park, 7-9 Horndean Rd, Winkfield Row, Bracknell RG12 0XQ. There is short cut-through to the premises.

Car park 2: Forest Park, Business Centre, Horndean Rd, Winkfield Row, Bracknell RG12 0XQ

In the event of this not being adhered to, the charity reserves the right to cancel a booking to minimise the disruption caused to the local neighbourhood. The buildings driveway may be available for parking or drop offs, but this is not guaranteed.

9. Noise and Nuisances:

The charity wishes to continue to have a harmonious relationship with its local neighbourhood. If hiring the premises causes complaints regarding noise or nuisances the charity will cancel bookings to preserve its reputation in the local neighbourhood.

Nuisances could be caused by / classified as:

- ✓ A high volume of noise, perhaps through parties, music, radios etc.
- ✓ Loud sounds emitted from equipment, motor vehicles or machinery.
- ✓ Rubbish being dumped, which is attracting vermin and pests.
- ✓ Toxic fumes being released from a property such as gas, smoke or another odour.

Noise is the most common type of problem neighbours experience.

To avoid noise and nuisance to neighbours and the local community it is recommended that hirers:

- ✓ Monitor the level of sound being emitted from radios, televisions and stereos at all times of the day.
- ✓ Avoid placing sound emitting appliances next to shared walls, open windows / doors.
- ✓ Consider the time of day chosen to carry out activities.
- ✓ Limit noise at inconvenient hours.
- ✓ Arriving and Exiting the building at night (after 7pm) take extra care not to disturb neighbours through loud voices and slamming of car doors.
- ✓ Make sure if children are present that the children are playing in a way that is considerate to neighbours and not causing a disturbance.

10. Smoking:

Smoking is not permitted anywhere on the site.

11. Access:

Hirers will have access to the centre either by a key/fob issued. Or by means of a key safe, where the passcode will be issued in advance. In the event of lost keys or failure to bring the appropriate objects to gain access to the centre you will not be able to enter the building and will still be charged. This does not constitute an emergency to call our out of hours support line. In the event of lost keys, you must inform the centre manager, and a charge may be applicable for a replacement to be issued.

12. Cleaning:

All hirers are expected to clean and return the charity premises to the state in which it was found. Any hirer using charities cleaning materials will need to familiarise themselves with the relevant COSHH folder / data sheets and only use products in-line with the manufacturer's instruction at their own risk. Hirers must provide their own PPE (Personal Protective Equipment) when using such hazardous materials. Premises should be cleaned and tidied suitably for the next hirer, or charitable business to resume without interruption. If any cleaning is undertaken by the charity due to the negligence of the hirer this will be charged to the hirer at the appropriate rate of £15 per hour, payments due within 14 working days of the charge being incurred. Continuous negligence in respect of cleaning will result in the charity cancelling the hirers agreements with immediate effect.

13. Insurance, Statutory Requirements, Licenses and Permissions:

The Hirer shall adhere to all laws relating to Health and Safety, Equal Opportunities, sale of alcohol and other items, Public Entertainment and noise nuisance. The Hirer shall obtain any license and permission necessary for their event(s), with or without a paying audience.

All groups must have public liability insurance. The charity holds liability insurance for its own activities and for the building itself and will accept responsibility where it can be proven that the negligence of managing the building was the direct cause of injury, fault or other.

If it can be shown that an accident causing injury to a member of the public, or failure to notice hazards is due to the negligence or fault of the group hiring the facilities or, for that matter, its leaders then the responsibility lies with that group and not with the charity or manager of the building.

Therefore, any group of individuals that might be using a room or part of the premises should carry their own public liability insurance in respect of their own activities.

Hirers must have third party/public liability insurance against any legal liability for loss, damage, demand or proceedings whatsoever, arising under statute or at common law, for damage to property, which shall include the hired premises, or personal injury to, or death of any person caused during or by circumstances arising from, related to, or connected with the hire of the premises on the following basis:

- ✓ Accidental bodily injury or disease, including death to third parties and in respect of damage to their property – limit of indemnity not less than £5 million.
- ✓ Accidental damage howsoever caused, including by fire, to the premises on hire – limit of indemnity not less than £5 million.

By signing a hirer agreement, you are informing the charity that the named hirer is compliant with the insurance request.

14. Risk Assessments & Qualifications:

That charity reserves the right to see / request a risk assessment for activities being carried out by any group / organisation operating within its premises. The charity can ask to see qualifications of those hiring the premises to ensure appropriate levels of training are in place relating to the activities being undertaken. Failure to comply with any request could result in cancellation of the hire.

15. Issuing a Hiring Agreement:

Applicants should complete the Hirers Agreement Form and submit this to the CEO / Development Manager for consideration. Once a hiring agreement has been approved a meeting will be set up during working hours (9am – 4pm) weekdays to confirm and ensure all areas of the agreement are completed and signed. A formal letter of confirmation will be sent to the hirer, enclosing a copy of the signed Hiring Agreement.

The charity shall be in receipt of these signed documents before any hiring takes place. An induction meeting must have taken place covering information about the building in respect of health and safety before any hire begins, including the handover of any additional notes / documentation deemed relevant by the charity.

The person applying to hire the premises will be invoiced for the cost of the letting, in accordance with the Charity's current scale of charges. Payment will be sought in advance in order to reduce any possible bad debts and a deposit to cover potential damage may be charged. An official receipt will be issued for all payments received.

The income and expenditure relating to lettings will be clearly recorded by the charity and reported in line with the charities financial accounting procedures.

16. Right to refuse:

The CEO / Development Manager acting on behalf of the charity has at all times the right to refuse an application, and no hiring should be regarded as booked until approval has been given in writing and payments received in full.

17. Cancellations of agreements:

The charity reserves the right to terminate any hire with immediate effect should it be found that any part of the building and/or its equipment has been damaged, stolen or used inappropriately or if as a direct consequence the hire of the premises impacts on the operational function(s) of the charity in anyway without warning or justification.

If a hirer wishes to cancel a booking with the charity, then 21 working days' notice is required in writing in order to cancel a booking by parties hiring our premises. If this notice is not given the hirer will agree to pay the full hire charge for the full 21-day notice period.

In the event of the charity itself cancelling a hirers agreement they will aim to give the same amount of notice (21 days) to terminate an agreement where possible, but it is understood by signing this agreement that the charity can cancel a hirers agreement for any reason, at any time without warning/notice and shall not be liable for any losses incurred by the hirer.

At the end of a hirers agreement all property relating to the charity must be returned. Failure to comply could result in further charges being applied.

18. Emergencies:

In the event of an emergency where somebody requires the emergency services it is the vital that the hirer has access and the ability to use a mobile phone. No access will be given to the office where landlines are located. This is the responsibility of the hirer to ensure they are operating in a safe way.

If there is any issue relating to the building, then an emergency out of hours number will be provided to the hirer.