Lifespring Centre Global Community Connect LETTINGS POLICY STATEMENT

Introduction

This handbook outlines the policy of the company with regard to lettings. It sets out the facilities available, the charges and the responsibilities of the Directors and the users when the premises are hired. This document refers particularly to an arrangement between Global Community Connect and Lifespring Church Trustees concerning a lease on the premises.

The Sex Discrimination Act 1985 and the Race Relations Act 1976 apply throughout this policy and will be adhered to throughout all stages of our lettings procedures.

Having regard to our duty under the Race Relations Act 1976 (but without prejudice to our duties under the Representation of the People Act 1983) the Directors will not let the premises to organisations whose purpose is, amongst other things, to encourage racial discrimination and/or disharmony between persons of different racial groups, or are otherwise involved in activities prejudicial to good race relations.

In deciding whether or not to let the premises the Directors will also have regard to 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.

In any event, the Directors reserve the right to require a reference from a Local Authority or other reputable hirer, before any booking is accepted.

We will consider letting to any group able to comply with the terms and conditions outlined in this policy. These terms and conditions are clearly stated below.

The final decision on compliance lies with the Directors.

Adoption

This Lettings Policy has been adopted by the Directors of Global Community Connect and applies to all users of the building. The scale of charges are set out below.

Policy Objectives

The Directors adopt and endorse the following principles, namely :-

(i) that the premises represent a significant capital investment and should be fully utilised ;

- (ii) are a valuable community resource;
- (iii) community usage constitutes a natural priority;

(iv) that a profit margin is essential to enable the company to meet its financial obligations.

Priority Usage

The Directors have adopted the following categories of priority user :-

- (i) Community and voluntary groups;
- (ii) Statutory Groups;
- (iii) Private users.

Conditions of Hire

The use of our premises is permitted by the Directors on the understanding that the following rules are adhered to at all times.

1. Once you, the Hirer, have accepted a permit to use the premises, you are automatically bound by all terms and conditions of usage of the premises. The Directors have the right to vary these terms and conditions at any time.

2. The person signing the application form, on behalf of their organisation, (then known as the Hirer) is personally responsible for ensuring that all terms and conditions of our lettings policy are adhered to.

3. The requirements of the Directors on or in connection with the issue of licenses for public dancing, music or any public entertainment must be strictly fulfilled.

4. A hirer who is organising events for children must have regard for the requirements of The Children Act 1989.

5. The hirer shall indemnify and keep indemnified the respective bodies and persons from and against all loss and damage which the Directors, may sustain or incur by reason of the permission to use the premises or otherwise arising out of or in connection with such user, including cost of replacement and reinstatement and the damage to the property of, or the bodily injury or death of any person or persons.

6. The Licensees shall have full use of the furniture and equipment in the premises, the Licensees repairing or replacing any such furniture damaged during any period of the Licensees' use of the premises. The Directors will not accept responsibility for any loss of or damage to any property owned by any person using the premises during the period of the letting. Property shall be brought on to the premises at the sole risk of the owner.

7. The hirer must make sure that all users are aware that they are solely responsible for the security of their personal property, and should put a sign up to this effect. If tickets are issued for any event, this statement should also be printed on the ticket.

8. The hirer is responsible for informing the Directors, of any person sustaining injury or loss on the premises during the period of the let. This information must be presented in writing to the Directors within 24 hours of the event. Any further information required by the Directors must be made available on request.

9. No intoxicating liquor shall be brought on the premises or any part thereof.

10. The hirer and the guarantor shall indemnify and keep indemnified the Directors from and against all costs, claims and demands which may be made against the Directors for any breach or infringement of copyright.

11. The Directors may deny or cancel any permission granted to use the premises:-

(a) If there is a pre-existing booking when you make a regular

booking.

(b

-) If it should appear that the same or any part thereof will be required for official church purposes such as weddings or funerals. This will happen only in exceptional circumstances.
- (c) If any damage has been caused to the premises or to any property thereon by reason of any previous use of the premises by the person or body now wishing to use the premises.
- (d If, for any reason, the Directors deem it necessary or) expedient to cancel the license or permit.
- (e) If, for any reason, the premises is closed, no compensation shall be payable by the Directors, to the hirer or any other person by reason of any such cancellation. Any fees paid to the Directors in respect of a permit which is subsequently cancelled by the Directors will be refunded unless the cancellation is by reason of damage having been caused.

12. The use of a film projector with non-flammable films may be permitted subject to the approval of the Directors. The Directors in addition allow the Licensees to use their own books, musical instruments, projectors and other equipment in connection with the uses authorised above.

13. No person under the age of 16 years is permitted on the premises without adequate adult care and supervision.

14. The right of access to all parts of the premises whether or not included in the permission for user is reserved to the Directors or any officer authorised by them or any of them and the hirer shall not obstruct or interfere with this right.

15. No alterations or additions to the electrical installations at the premises may be made without previous consent in writing of the Directors and any such alterations and additions as may be authorised shall be carried out in accordance with the directions and to the satisfaction of the Directors and shall be reinstated forthwith at the expense of the hirer to the like satisfaction.

16. Any electrical equipment (this includes lifting and suspension equipment) brought into the Lifespring Centre by or on behalf of the Hirer must strictly comply with the current regulations for the Electrical Equipment of Buildings, as published the Institute of Electrical Engineers and must comply with any additional requirements of the Lifespring Centre. The Hirer's equipment and its installation, removal and maintenance is the responsibility of the Hirer and must, at all times, be under the supervision of a qualified person.

17. The Hirer shall ensure that all electrical equipment and tools brought to site, comply with all relevant statutory requirements including the "Electricity at Work Regulations 1989". Such equipment and/or tools shall be operated and used in a safe manner and the Hirer shall make available for inspection, evidence that the equipment has been tested in accordance with the above regulations.

18. The Hirer shall have carried out and have available, risk assessments of all special effects used in the production, and of all perceived hazards associated with the unloading, manual handling, erection and reloading of all scenery and electrical equipment brought to site. Written assessments of significant risks in the workplace are required by law - ref. The Management of Health and Safety at Work Regulations 1992 (Regulation 3).

19. No additional staging, curtaining or scenery may be erected without the previous consent in writing of the Directors and any such alterations and additions as may be authorised shall be carried out in accordance with the directions and to the satisfaction of the Directors and shall be returned to their original state immediately after usage, at the expense of the hirer.

Where any use involves the erection and/or dismantling of a stage, this will be carried out by the hirer at his/her expense under the supervision of a representative of the Directors.

All such curtaining or scenery shall be rendered non-inflammable. Stage scenery and other effects must neither be brought on to the premises nor taken away while the premises is in use by other users.

20. Furniture and equipment, including chairs, must not be removed from the premises unless prior permission has been applied for and granted by the Directors.

21. No advertising may be placed in any area of the premises without the direct permission of the Events Coordinator.

22. The use of any preparation or material for the purpose of preparing a floor for dancing is only allowed with the consent of the Directors, as this may make the floors dangerous for normal use. The safe condition of the floors shall be deemed acceptable to the hirer after inspection and will remain the hirer's responsibility during the letting.

23. If the terms and conditions of hiring are contravened in any way, the Directors reserves the right to cancel any permission for further use and will inform the hirer in writing. In such event, the hirer will not be entitled to any compensation or refund of any payment made in respect of such use.

24. It is the responsibility of the hirer to leave the premises in a clean and tidy condition after each session of use and to ensure that any area of accommodation used in the course of the letting is left in the condition in which it was found and is maintained in a safe condition during the letting.

25. The hirer undertakes not to do any act or thing in or upon the premises which shall invalidate the insurance policy effected by the Directors on the building of which the premises form part.

Conditions of Use

1. The authorised hirer is responsible for those attending the function and in particular for leaving the site in a quiet and orderly fashion by the time stated in the booking agreement.

2. Where car parking is required, the hirer must undertake the proper stewarding and control of the parking area in collaboration with the police where necessary. The hirer must maintain safe entry and exit from the premises and provide and maintain clear access for emergency vehicles and service vehicles.

3. The hirer is responsible for the protection of the premises from damage and for the good behaviour of all associated users.

4. The hirer is responsible for ensuring that all areas are left clean and tidy as found. This includes all outside areas as well as indoor areas. If this is not found to be the case the hirer will be charged a penalty sum to cover costs of any repairs or cleaning required.

5. If confetti or rice is thrown on the premises, it is the responsibility of the hirer to clean it up.

6. Only adults preparing food are permitted access to the kitchen, where an agreement has been made. Kitchen regulations must be adhered to at all times. It is the responsibility of the hirer to ensure that the kitchen certificate is signed at the beginning and the end of the let.

7. The company's No Smoking Policy must be adhered to at all times.

8. The hirer will adhere to all aspects of the our lettings policy at all times through the procedure of applying for and accepting a let on our premises.

9. All children will be supervised at all times by their carers except where children are attending an organised group or care scheme. Where the latter applies, the group/care scheme will adhere to all regulations set out in the Children Act 1989, including those of registration with the relevant registering body.

10. The hirer's signature on the application form confirms his/her agreement of the above conditions of booking and all other aspects of our Lettings Policy.

11. The hirer will adhere to all Health and Safety requirements as required by the company.

12. No unauthorised person is allowed behind the PA desk or to use the equipment. Use of the musical instruments on stage (e.g. drums) is not permitted without the express permission of the Centre Manager.

Administration of Lettings

General

The Directors recognise that it would be impossible for them to personally vet every applicant or organisation who wish to make use of the premises. Accordingly they have delegated the authority to accept applications for hire to the Events Coordinator.

Variations

No member of staff is allowed to vary the terms and conditions in which the premises are hired to either individuals or organisations nor to deviate from the Directors published charging policy.

Lettings Documentation

All formal hiring of the premises, including those for which no charge is made shall be properly documented. All hirers **must** complete a room hire agreement and are to receive a copy of the conditions of hire. The hire agreement is a contract which the Directors may enforce at law.

Scale of Charges

In arriving at their scale of charges the Directors have followed the following principles :-

- (i) That room hire rates will be charged on a full cost recovery model at 100% for statutory agencies
 - £25 per hour for the auditorium or £90 for 4 hours or £175 for the day.

- £15 per hour for the minor hall or £60 for 4 hours.
- £10 per hour for the small meeting rooms or £32 for 4 hours
- £20 Data projector
- (ii) that private (commercial) users and individuals will be charged at the same rate as statutory groups;
- (iii) that the community and voluntary sector will be charged at 50% of the statutory rate (no further discount is applied);

£12.50 per hour for the auditorium.

£10.00 per hour for the minor hall.

£7.50 per hour for the small meeting room.

£10 Data projector

- (iv) that there will be parity of treatment for similar users;
- (v) that overall the cost of letting the facilities will be recovered from users.

For the purpose of charging, the Events Coordinator is empowered to determine to which group any particular individual or organisation belongs. The basis of charging will be determined by the purpose for which a letting is arranged.

Value Added Tax

The Directors are constrained by law to apply value added tax to all transactions where this is appropriate.

Minimum charges and deposits

The minimum hire period will be one hour and booking will be accepted in one hour slots only.

The Directors reserve the right to require a retainer fee as a surety against damage to the premises (including any equipment) or the premises being left in an unacceptable condition necessitating their incurring additional cost for cleaning, caretaking or other expenses. The following shall apply:

- All hieres pay 20% non-refundable deposit;
- In addition to this, if the event involves a bar or a party for anyone under the age of 25, the hirer shall pay a retainer amounting to £200 which shall be refunded if the building and equipment are left in an acceptable condition. What is an acceptable conditions shall be determinded by the Centre Manager.

Payment methods

The Directors are mindful of their responsibilities in safeguarding the organiusation from bad debt. Therefore full payment two weeks in advance of the booking is the norm. Cheques or cash are both acceptable but cheques should wherever possible be supported by a guarantee card. In all cases where cash or cheques are paid over then an official receipt must be issued. Cheques to be made payable to **"Global Community Connect Ltd".** Card payments are available, but there will be an additional charge for this.

Security

The Directors will not normally insist upon continuous caretaking presence. However they reserve the right and delegated power to the Events Coordinator to insist upon caretaking presence and any other staff that may be necessary where in his/her view the nature of the hiring may leave the premises vulnerable to theft or damage.

Additional Services

The client agrees to pay 'The Lifespring Centre' for any food and beverage or other services not approved for in their contract but made available upon request of the client or their representative.

Credit:

Credit facilities are not available.

Deposit Payments:

The following non-refundable deposits will be required.

1. 20% deposit of the confirmed value is payable at the time of the confirmed booking. Payments plans are available through negotiation with the Events Coordinator. Cancellation policy still applies (see below).

2. A further 40% of the confirmed value is payable 30 days prior to date of event.

3. The balance of the confirmed value is payable fourteen days prior to date of event.

Where the confirmed booking has been made on behalf of another party, the person or company making the booking will be liable for all payments and costs unless expressly described otherwise, in which case the payment methods above apply.

Cancellations:

In the event of a function and conference booking being cancelled the following charges will be made:

Period of Notice: Cancellation charge as % of confirmed value of the booking.

- 30 days or more prior to event 40%
- Between 14 and 29 days prior to event 70%
- Less than 14 days prior to event 100%

Up to 14 days prior to the date of arrival, clients may reduce the numbers attending a function or conference, if over 10 delegates, by up to 10% without charge. For variations of more than 10% of the confirmed value or numbers where the event is held, we reserve the right to make a charge of up to 90% of the confirmed value. The cancellation provisions will apply at the sole discretion of the Events Coordinator.

Review of Policy

The Directors will review the policy and scale of charges each year when the Budget is being prepared.