

Bookings and Lettings Policy

1. Introduction

The Council wishes to make every reasonable effort to enable the use of our facilities to the Community and other organisations. The purpose of this policy is to:

- provide clear guidance on lettings and the hire of Council rooms
- enable safe access to the Council premises
- promote the use of Council facilities by the wider community
- safeguard the interests of the Council

DEFINITION OF

2. Definition of a Letting

A letting may be defined as *“any use of Council premises by either an individual, a community group, or a commercial organisation.*

A letting must not interfere with the activity of the Council.

3. Charges for a Letting

A charge may be levied in order to cover the following:

Cost of services (heating and lighting);
Cost of staffing (additional security, caretaking and cleaning) - including “on-costs”;
Cost of administration;
Cost of “wear and tear”;
Cost of insurance (if the council has arranged its own public liability insurance)
Cost of use of Council equipment (if applicable);
Cost of refreshments (Tea, Coffee & Milk)

The specific charge levied for each letting will be reviewed no less than annually by the Senior Leadership Team. This review will take place in January/February for implementation with effect from 1st April of that year. Current charges will be provided in advance of any letting being agreed.

4. Management and Administration of Lettings

The Head of People, Customer and Business Support is responsible for the management of lettings, in accordance with the Council’s policy. If there is any concern about whether a particular request for a letting is appropriate or not, s/he will consult with the Director of Corporate Services who will determine the issue on behalf of Council.

5. The Administrative Process

Organisations seeking to hire Council premises should approach Business Support who will identify their requirements and clarify the facilities available. The Council has the right to refuse an application, and interested parties should be advised that no letting should be regarded as “booked” until approval has been given in writing. No public announcement of any activity or function taking place should be made by the organisation concerned until the booking has been formally confirmed.

Once a letting has been approved by (or on behalf of) the Council, an email of confirmation will be sent to the hirer, setting out full details of the letting and enclosing a copy of the terms and conditions and the hire agreement. The letting should not take place until the signed agreement has been returned to the Council. The person / organisation applying to hire the premises will be invoiced for the cost of the letting as appropriate in accordance with the Council’s scale of charges (to be included). Alternatively, payment can be made by Debit or Credit Card on the day of the booking.

Should a letting be approved, the hirer acknowledges:

- (a) the hirer shall occupy the letting as a licensee and that no relationship of landlord and tenant is created between the Council and the hirer by this licence; and
- (b) the Council retains control, possession and management of the premises and the hirer has no right to exclude the Council from the premises.

All lettings fees, which are received by the Council will be used to offset the costs of services, staffing etc.

6. Public Liability and Accidental Damage Insurance

Unless otherwise agreed in writing between the parties, the Hirer must prove to the Council that it has appropriate public liability insurance to cover all its legal liabilities for accidents resulting in injuries to persons (including all participants in the activity for which the premises are being hired), and/or loss of or damage to property, including the hired premises, arising out of the letting. The minimum limit for this insurance cover is £10 million. The Hirer must produce the appropriate schedule of insurance cover before the letting can be confirmed. The Council shall not be responsible for any injury to persons or damage to property arising out of the activities undertaken and supervision thereof during the letting of the premises.

7. Safeguarding including Preventing Terrorism and Radicalisation

The Council has a duty under the provisions of Counter Terrorism and Securities Act 2015 to ensure that publicly owned venues and resources do not provide a platform for extremists and are not used to disseminate extremist views.

The purpose of each application for hire will be checked and any concerns over the nature of the letting or gathering will be reported to the Head of People, Business and Customer Support before approval is given.

The Duty Business Support Officer will submit an incident report if he/she suspects that the letting or gathering has been used for political purposes not previously authorised by the Executive Manager, the dissemination of inappropriate material or other purposes which could be reportable under the new statutory Prevent duties or which contravene current legislation in any way.

Considering applications for lettings the Executive Manager, or delegated officer, will decide on the approval of the application with consideration to:

Interference with Council activities – priority at all times should be given to Council functions

The availability of facilities

The availability of staff to open and close the premises

Health & safety considerations in relation to the number of users, type of activity, qualifications of instructors (where applicable), etc

Type of activity and our duty with regard to the prevention of terrorism and radicalisation

Adequacy of management procedures in place during the hire

The Council reserves the right to refuse lettings to organisations involving working with children. Any organisation submitting a lettings request involving working with children and/or young people must submit to the Council a signed copy of their current Child Protection Policy if applicable. =

TERMS AND CONDITIONS FOR THE HIRE OF THE COUNCIL PREMISES

Interpretation

Booking Form: means the form used to book the Letting

Council: means Hastings Borough Council of Muriel Matters House, Breeds Place, Hastings, TN34 3UY

Hire Agreement: means the contract between the Council and the Hirer for the Letting in accordance with these Terms and the Booking Form

Hirer: means the person or organisation who wishes to let the Premises on these Terms

Letting: any use of Council premises by either a community group, or a commercial organisation

Letting Period: the length of the Letting as set out in the Request Form or as otherwise agreed in writing by the Parties

Premises: means buildings or parts thereof owned by the Council

Policy: means the Bookings and Lettings Policy of the Council as updated from time to time

Terms: means these terms and conditions

Hire Agreement

This Hire Agreement shall come into effect on the receipt of a confirmation of Letting from the Council or its authorised representative. Until that time, the Letting(s) will be treated as provisional.

Licence to use the Premises

Subject to the provisions of these Terms, the Council grants to the Hirer a right for the Letting Period enter and use the Premises for the Letting in accordance with the Terms of this Hire Agreement. The Hirer acknowledges that:

- the Hirer shall have the right to enter and use the Premises as a licensee only and no relationship of a landlord and tenant is created between the Council and Hirer by this Hire Agreement; and
- the Council retains control, possession and management of the Premises and the Hirer has no right to exclude the Council from the Premises. The Council reserves the right to enter the Premises at all times during the Letting Period.

The Hirer agrees and undertakes:

- Not to use the Premises for any reason other than those set out in the Request Form or as otherwise agreed by the Parties in writing.
- That it shall be responsible for ensuring that the number of persons using the Premises does not exceed that for which the application was made and approval given.
- That it shall be responsible for ensuring the preservation of good order for the full duration of the letting and until the premises are vacated.
- That it shall be responsible for the prevention of overcrowding (such as would endanger public safety), and for keeping clear all gangways, passages and exits. The Hirer shall be informed of the maximum number of attendees for each venue at the time of hire application.
- That in the event of an emergency, all occupants must leave the building by the nearest exit and assemble at the assembly point as advised to them by the hirer (*as detailed in the terms and conditions of hire document*). The hirer is responsible for familiarising themselves with emergency exits and must ensure that participants are aware of emergency evacuation procedures and assembly points. The hirer must, at all times whilst participants may be on site, have immediate access to participants' emergency contact details, and have access at all times to a mobile phone. The Hirer will also be responsible for ensuring PEEPS (Personal Emergency Evacuation Plan) are drawn up for attendees who may have restricted mobility and may require assistance in the case of an emergency.
- That no food or drink beyond what is provided for in the letting may be prepared or consumed on the property without the direct permission of The Head of People, Customer and Business Support Body, in line with current food hygiene regulations. All litter must be placed in the bins provided – with due regard being given to the recycling.
- That no intoxicants/drugs shall be brought on to or consumed on the premises. Any person thought to be under the influence of alcohol or drugs will be refused admittance.
- Not to permit smoking in or on the Premises.
- To comply with the Policy or any other policy communicated to the Hirer by the Council.

Status of the Hirer

The Council has a duty under the provisions of Counter Terrorism and Securities Act 2015 to ensure that publicly owned venues and resources do not provide a platform for extremists and are not used to disseminate extremist views.

Lettings will not be made to persons under the age of 18, or to any organisation or group with an unlawful or extremist background. The Hire Agreement is personal to the Hirer only, and nothing in it is intended to have the effect of giving exclusive possession of any part of the Council building to them or of creating any tenancy between the Council and the Hirer.

If a particular letting involves contact with children and/or young or vulnerable people then:

Any organisation submitting a lettings request involving working with children and/or young or vulnerable people must submit to the Council evidence that appropriate policies and procedures are in place with regard to safeguarding children and child protection and provide evidence to the Council of DBS checks relating to all staff and others working closely with children.

Priority of Use

The Head of People, Customer and Business Support or person with designated responsibility will resolve conflicting requests for the use of the Premises, with priority at all times being given to Council functions.

Own Risk

It is the Hirer's responsibility to ensure that all those attending are made aware of the fact that they do so in all respects at their own risk.

Damage, Loss or Injury

The Hirer warrants to the Council that it has appropriate public liability insurance to cover all its legal liabilities for accidents resulting in injuries to persons (including all participants in the activity for which the premises are being hired), and/or loss of or damage to property, including the hired premises, arising out of the Letting. The minimum limit for this insurance cover is *£2 million*. The Hirer must produce the appropriate schedule of insurance cover before the Letting can be confirmed.

Nothing in this Hire Agreement limits any liability which cannot legally be limited, including liability for:

- Death or personal injury caused by negligence; or
- Fraud or fraudulent misrepresentation.

The Council will not be liable for:

- any injury to persons or damage to property arising out of the activities undertaken and supervision thereof during the Letting of the Premises.
- Damage or theft of any property of the Hirer or that of the Hirer's employees, contractors or other guests of invitees to the Premises.

Furniture and Fittings

Furniture and fittings shall not be removed or interfered with in any way. No fittings or decorating of any kind necessitating drilling, or the fixing of nails or screws into fixtures which are part of the Council building/s, are permitted. In the event of any damage to premises or property arising from the letting, the Hirer shall pay the cost of any reparation required.

Council Equipment

This can only be used if requested on the Request Form, and if its use is approved by the Executive Manager, People, Customer and Business Support (*or other person with delegated responsibility*). The Hirer is liable for any damage, loss or theft of Council equipment they are using, and for the equipment's safe and appropriate use. Use of the Council resources, including telephones and photocopiers, is not included in a letting arrangement unless expressly agreed at the time of the Letting. It is recommended that the Hirer has access to a mobile phone to cover the event of an emergency.

Hirer's Equipment

The Hirer should state on the Request Form any equipment he/she intends to bring into the Premises. The Hirer is responsible for ensuring the suitability of the equipment and for ensuring that it is in good order.

Any electrical equipment brought by the Hirer into the building must have a certificate (Portable Appliance Test) of safety from a qualified electrical engineer. The intention to use any electrical equipment must also be notified on the application.

Any of the Hirer's own equipment should be brought into and/ or removed from Premises within the time booked.

Toilet Facilities

Access to the toilet facilities is included as part of the Letting.

First Aid Facilities

There is no legal requirement for the Council to provide first aid facilities for the Hirer. It is the Hirer's responsibility to make their own arrangements. It is recommended that the Hirer has access to a mobile phone at all times throughout the letting to cover any emergency event.

Copyright or Performing Rights

The Hirer shall not, during the occupancy of the Premises, infringe any subsisting copyright or performing right, and shall indemnify the Council against all sums of money which the Council may have to pay by reason of an infringement of copyright or performing right occurring during the Letting Period.

Sub-letting

The Hirer shall not sub-let the premises to another person.

Charges

Hire charges are reviewed annually and current charges are set out in the ***Booking Form attached.***

Variation of Scales of Charges

The Hirer acknowledges that the charges given may be increased from time to time (they will be reviewed by the Corporate Management Group on an annual basis).

Cancellations

The Letting may be cancelled by either party, provided that in each circumstance at least 28 days notice is given by either party to the hire arrangement. The Hirer may be charged for the letting if insufficient notice (i.e. less than 48 hours) is given to cancel the hire agreement. It is the Hirer's responsibility to notify participants, of any changes in dates or venues at least one week in advance.

The Council may cancel the letting with immediate effect by giving the Hirer notice in writing if:

- The Hirer fails to pay any amount due under the letting on the due date for payment;
- The Hirer commits a material breach of these terms;
- Due to unforeseen circumstances, the Council requires the use of the Premises; or
- The Hirer takes or has taken against it any step or action towards its entering bankruptcy, administration or insolvency.

Should the Council have to cancel the Letting due to unforeseen circumstances, the Council shall attempt to find an alternative Letting Premises or an alternative date for the Letting. Should no such alternative be suitable to the Hirer, the Council shall refund any sums paid by the Hirer.

Payment for letting

Unless otherwise agreed by the parties, the Council shall issue an invoice for the letting which shall be payable by the hirer within 5 days of receipt.

If the Hirer fails to make any payment due to the Council under the hire agreement by the due date for payment, then, without limiting the Council's remedies, the Hirer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

All amounts due under the hire agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

Security

The Council will be responsible for the security of the premises before, during and after the Letting, and for the cleaning of the Premises after its use. This cost will be included in the charge for the letting.

Right of Access

The Council reserves the right of access to the Premises during any Letting.

Conclusion of the Letting

The Hirer shall, at the end of the Letting Period, leave the accommodation in a reasonably tidy condition, all equipment being returned to the correct place of storage. If this condition is not adhered to, an additional charge may be made.

Vacation of Premises

The Hirer shall ensure that the premises are vacated promptly at the end of the letting.

Data Protection

Each party shall, at its own expense, ensure that it complies with and assists the other party to comply with the requirements of all applicable data protection and

privacy legislation in force from time to time in the UK including the Data Protection Act 2018 (and regulations made thereunder), the retained EU law version of General Data Protection Regulation ((EU) 2016/679), the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party.

General

Force majeure. Neither party shall be in breach of the Hire Agreement or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control. The time for performance shall be extended accordingly. If the period of delay or non-performance continues for 28 days, the party not affected may terminate this agreement by giving 10 days' written notice to the affected party.

Confidentiality. Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party. Nothing in this clause restricts either party from disclosing confidential information by operation of law.

Entire Agreement. The Hire Agreement constitutes the entire agreement between the parties. Each party acknowledges that in entering into the Hire Agreement it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Hire Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Hire Agreement.

Variation: No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

Severance. If any provision or part-provision of the Hire Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Hire Agreement.

Third party rights. This Hire Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Hire Agreement.

Governing law. The Hire Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with the law of England and Wales.

Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Hire Agreement or its subject matter or formation.

LETTING - BOOKING FORM

Name of Hirer:
Address:
Telephone Number:
Name of Organisation:
Activity of Organisation:
Details of Room requested:

Day of Week Requested:
Start Time:
Finish Time:

(please allow time for your preparation and clearing up)

Dates Required:

Use of Council Equipment (please specify your request): Please circle

TV SCREEN FLIP CHART & PENS

If hiring Birch or The Council Chamber please advise of the layout required:

.....
Details of any equipment to be brought (including electrical equipment):
..... (Please provide evidence of PAT testing)

Number of Participants:

Where applicable DBS checks been carried out? When? By Whom? Please provide evidence in the form of original documentation (not photocopies)

.....
.....

Does the Hirer have appropriate policies / procedures to ensure the safeguarding and child protection? Please provide copies of all relevant information.

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The Hirer confirms that adequate and appropriate insurance cover is in place for the activity to be carried out by producing the schedule of insurance cover (*see Terms and Conditions for further details*).

The Hirer confirms that arrangements are in place with reference to First Aid and they have understood the fire and emergency evacuation procedures (*see Terms and Conditions for further details*).

The Hirer undertakes to comply with the regulations regarding the use of own electrical equipment (*see Terms and Conditions for further details*).

The Hirer acknowledges that a Letting shall not create a relationship of landlord and tenant and that the Council shall retain control, possession and management of any premises covered by the Letting and that the Hirer shall have no right to exclude the Council from the area of the Letting.

The Hirer agrees to be bound by the terms and conditions for the hire of Council premises.

Any other relevant information:

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I confirm that I am over 18 years of age, and that the information provided on this form is correct.

Signed: **Date:**

HIRE AGREEMENT