

Lettings Policy

Introduction

Friends Centre regards its buildings a community asset and will make every reasonable effort to enable them to be used as much as possible for the use to serve the local community of Brighton & Hove and to generate income for Friends Centre. We are committed to ensuring we maintain a fair and transparent policy for lettings. In establishing such a policy Friends Centre takes into account Government Policy and associated Friends Centre policies.

Purpose

This policy ensures that we are letting our rooms fairly and efficiently, and that the policy promotes lettings decisions that support neighbourhood sustainability.

Friends Centre is willing to let its property for the following reasons:

1. To promote the sensible and just use of rooms for the mutual benefit of the groups and individuals in the community.
2. To raise revenue which will be used towards the running costs of Friends Centre and to the educational advantage of the learners at Friends Centre.

Any lettings of the premises to outside organisations will be considered with this in mind. It is important however that requests for lettings are fully considered and that the lettings are properly documented to ensure all parties are aware of their mutual responsibilities.

This policy is therefore expected to assist this and provide advice on:

1. Responsibilities
2. Definition of a letting
3. Application Process
4. Charges
5. Capacity
6. Matters for Consideration, including code of conduct, public liability, health and safety and other matters

Responsibilities

The Centre Manager (Safeguarding Officer) and Principal are responsible for the maintenance, regular review and updating of this policy. The Senior Management Team will be consulted on any changes, which will be agreed by the Board of Trustees, who may also request a review of the policy when issues are identified.

The Principal is responsible for the implementation of an effective Lettings Policy and this policy is endorsed by the Finance, Property & Staffing Committee who recommend its approval to the Board of Trustees. The policy is reviewed by the Centre Manager on an annual basis and any amendments approved by the Board of Trustees on the recommendation of the Finance Committee.

The Centre Manager is responsible for the management of lettings, in accordance with this policy. Reception Staff are designated to implement aspects of the policy relevant to their roles, while the Centre Manager still retains overall responsibility for the lettings process. The Centre Manager is also responsible for ensuring that the Hirer has ensured that the number of persons using the premises does not exceed that for which the application was made and approval given, and that all terms and conditions are being adhered to, including responsibility for payment of all fees or other sums due in respect of the letting.

If the Centre Manager has any concern about whether a particular request for a letting is appropriate or not, they will consult with the Principal who may take the matter to the Chair of Finance, Property and Staffing if there is still a concern.

Definitions

A letting may be defined as *“any use of the organisation’s premises by either individuals or community group (such as a local music or drama group) or a commercial organisation (such as the local branch of ‘Slimming World’).”* A letting must not interfere with the primary activity of Friends Centre, which is to provide quality adult education for all its learners.

This use of the organisation’s premises by way of letting is a temporary arrangement for the use of the accommodation. It is expected that the letting will usually be by completion of a hire agreement.

The person or person’s hiring room(s) will be referred to as the ‘hirer’.

The Application Process

Those seeking to hire part of Friends Centre premises should approach Reception Staff or the Centre Manager, who will identify the hirer’s requirements and clarify the facilities available. The following process when wishing to hire part of Friends Centre premises is to be followed:

- The hirer submits the online form/emails with the required details including capacity required, which sets out the time and date of the proposed hiring and the precise definition of the premises and facilities to be hired, including additional equipment hire. This process is sometimes carried out by phone.
- The application is considered by the Centre Manager or Reception staff, and a decision is made whether to permit the hire.
- A hire agreement is created and sent out to the hirer with confirmation setting out the terms of the hire, including any insurance requirements and this must be returned signed.

Charges

Charges are set according to the local market and we operate a 3 tier sliding scale for commercial, statutory and charitable organisations. All charges will be subject to periodic review by the Friends Centre Senior Management Team.

Charges should be paid in a timely manner as stated on the hire agreement.

The Centre Manager is responsible for setting charges for the letting of Friends Centre premises.

We will normally charge for the use of the premises by external organisations; however, charges may be waived or reduced in exceptional circumstances and at the discretion of the Senior Management Team of Friends Centre.

Capacity

The number of people permitted to attend an event will depend on the nature of the activity and which room is hired. This guidance reflects that given by Fire Prevention Officers for our Fire Regulation compliance.

Matters for Consideration

Our Policies

By signing the hire agreement the hirer confirms they agree to our Equality and Diversity, Health & Safety and Safeguarding & Prevent Duty Policies.

(see our website for full policies)

Access

Brighton Junction is fully accessible and any reasonable adjustments can and will be made where necessary for access requirements at our Ivory Place venue.

Advertising

No public announcement of any activity or function taking place should be made by the Hirer until the booking has been formally approved

Code of Conduct

Out of respect to other users, and our neighbours surrounding the premises, we expect all users to conduct themselves in a reasonable and courteous manner whilst on the premises, and when leaving the premises. Lettings will not normally be taken for events likely to create noise or other nuisance to neighbours, e.g. where a live band is involved.

Copyright or Performing Rights

Friends Centre is not responsible for infringements of any subsisting copyright or performing right, and the Hirer must indemnify Friends Centre against all sums of money which Friends Centre may have to pay by reason of infringement of copyright or performing arts occurring during the period of hire.

Food, Smoking, Drink & Drugs

Catering may not take place during hires without prior consent from Friends Centre. Drinks may be taken into rooms but not food. Smoking and the use of drugs are prohibited on the premises.

Health & Safety

The hirer is required to comply with Friends Centre's Health & Safety Policy, and if a hirer is the sole user of the premises for the hire period then they must provide the name of a person responsible for Fire Safety. First Aid kits are located at receptions and all receptionists are First Aiders. Sole hirers using the premises at the weekend must provide their own first aider.

How we assess that we can work with you

We will make a brief assessment of your organisation when we first start working with you. This is not complex, as the chances are we already know quite a lot about your organisation, and in most cases only step one is applied.

1. We will ask for your web address and a brief description of your work when you first apply to hire a room.
2. If there are any questions on these we will contact you with a view to gaining a better understanding of your organisation and its objectives.

Note on political parties

We do not have a blanket rule about political parties. We assess each application from a political party or other political organisation against our criteria on a case by case basis. In some circumstances we may decide that an individual, such as an MP, from a particular party meets our criteria even if the party as a whole might not.

Public Liability and Accidental Damage Insurance

We expect The Hirer to have their own public liability to protect their organisation while they are hiring at an external venue

Policies

Friends Centre will provide the Hirer with copies of appropriate organisation policies e.g. Lettings, Complaints, Equality & Diversity, Health & Safety, Safeguarding & Prevent Duty, which the hirer is required to comply with.

Refusal of lettings

Friends Centre reserves the right to refuse room rental to certain organisations for instance, an unethical business. An unethical business can be described as one causing damage to the environment through its activities, engaged in arms sales, pornography, tobacco, or with a poor human rights or employment rights record. Other activities, such as petroleum or car sales, may also be judged unethical in certain cases, so would bad practices in terms of how a business deals with its employees, suppliers, clients and the communities in which it operates.

Safeguarding & Prevent

Lettings will not be made to persons under the age of 18, or to any organisation or group or individual with an unlawful or extremist background.

Securing bookings

- Deposits are requested for hires over £200 to secure bookings and an invoice will be issued after the hire requesting the remainder of monies to be paid.
- For hires of £200, or under in total, the full amount must be paid in advance to secure the booking
- The letting should not take place until the signed agreement and deposit has been returned to Friends Centre unless the hire taking place comes under the statutory price category.
- No letting should be regarded as booked until the written agreement has been signed by both parties, any deposit / pre-payment has been paid as appropriate and approval has been given by the relevant person on behalf of Friends Centre.

Site Security

As stated on hire agreements if the hirer is the sole hirer and responsible for securing the building after their hire, the person dedicated to this must follow checklists provided by Friends Centre and communicate any issues immediately to the Friends Centre management.

Vacation of Premises

The Hirer shall ensure that the premises are vacated promptly at the end of each period of use or letting. Additional charges will be made where Friends Centre staff are unable to lock up beyond the time agreed in the letting agreement.

Related Friends Centre Policies

- Equality and Diversity Policy
- Health and Safety Policy
- Safeguarding and Prevent Policy
- Sustainable Development and Environmental Policy

Related Legislation

Equality Act 2010

Health and Safety at Work Act 1974

Safeguarding Vulnerable Groups Act 2006

Review of Policy

Policy Reviewed by: (Role Title)	Date Reviewed:	Date Approved by Board of Trustees:	Next Review Date:
S&G committee	22 nd September 2010		September 2011
Centre Manager	27 November 2012		November 2013
Centre Manager	16 October 2013		November 2014
Centre Manager	25 November 2014		November 2015
Principal & Centre Manager	May 2017		November 2017
Centre Manager	June 2018		November 2019