



## Lettings Policy

February 2024

### 1. INTRODUCTION

All hirers are acknowledged as partners in the delivery of a community service that falls within the aims and objectives of the Trust to the town of Henley and the surrounding district jointly with the Trustees.

### 2. DEFINITIONS AND INTERPRETATION

In this document the following expressions have the following meanings:

2.1 The Trust means 'The Hub@Henley Community Centre CIO' (Charitable Incorporated Organisation) constituted date 2<sup>nd</sup> March 2015

2.2 'The Accessways' means the roads and paths to the premises, the use of which is necessary to obtain access to and egress from the Centre or those of them that afford reasonable access, entry and exit.

2.3. 'The Hub@Henley Community Centre Trustees' means the committee of Trustees who administer the Centre. Its responsibilities being set out in the rules approved by the Trustees.

2.4. 'The Hirer Fee' means such amount as the Trustees from time to time determine in its absolute discretion as set out in the Rules. The fee will be determined after consultation with the partner.

2.5. 'A Hirer' is a person, club or organisation that hires the Centre.

2.7. 'The Hub' means the premises and land leased by the Trust from Warwickshire County Council.

2.8 The Centre Community Manager is the manager responsible for lettings but may have a different title.

### 3 HIRERS' UNDERTAKINGS

3.1 Each Hirer must pay The Hire Fee to the Trust at a time agreed by the hirer and Community Centre Manager. Such fees to include a discretionary security deposit asked of hirers not known to the Centre.

3.2 The Hirer must not bring any furniture, equipment, goods or chattels onto the Property without the consent of the Trustees, except as is necessary for the exercise of the activities set out in the aims of each Hirer, Club or organisation.

3.3 The Hirer must keep the premises clean and tidy and clear of rubbish and leave them in a clean and tidy condition.

3.4 The Hirer must not obstruct the accessways, or make them dirty or untidy, or leave any rubbish on them.

3.5 The Hirer must not display any signs or notices at The Hub without the prior consent of the Community Centre Manager.

3.6 The Hirer must not use the Premises or the Accessways for activities that are dangerous, offensive, noxious, noisome, illegal or immoral or in such a way as to cause any nuisance, damage, disturbance, annoyance, inconvenience or interference to the Premises or adjoining or neighbouring property or to occupiers or hirers of any adjoining or neighbouring property.

3.7 The Hirer must:

3.7.1 comply with the terms of any Act of Parliament, regulation, licence or registration authorising or regulating the use of the Premises.

3.7.2 do everything necessary to obtain any licence or registration required by law for using the Premises for the use allowed by this agreement, including paying all fees.

3.8 The Hirer must not use the Premises and Accessways or any part thereof for the purposes of fundraising events other than those which are specifically for the benefit of the Hirer without the consent of the Community Centre Manager.

3.9 The Hirer must not do anything that will or might constitute a breach of the statutory requirements affecting the Premises or that will invalidate any insurance of the Premises.

3.10 The Hirer must:

3.10.1 observe any rules and regulations the Trustees make and notifies to the Hirer from time to time, governing the use of the premises or the Accessways.

3.10.2 not in any way impede the Trustees or its servants or agents in the exercise of its rights of possession and control of the Premises and each and every part of the Premises.

3.10.3. observe the Trust's policy for the health and safety of members and visitors; this will include appropriate risk assessments for their activities. The policy will be entirely compatible with the Policy adopted by the Trust. Hirers will confirm this compatibility by signing the second copy of this form.

3.10.4. where required hirers will have an up to date policy for child, young persons and vulnerable adult protection. The policy will be entirely compatible with the Policy adopted by the Trust. All officers, leaders and coaches who have direct contact with children or vulnerable adults will have a current DBS check. Hirers will confirm this compatibility by signing a copy the second copy of this form.

#### **4. THE TRUST'S UNDERTAKINGS**

The Trustees undertake:

4.1 so long as the Hirer does not contravene any term of this agreement, to agree that the Hirer may use the Premises, and Accessways for the purposes and at the times set out in the form below without interference from the Trustees.

4.2 to insure and keep insured the premises against third party liability and will whenever required produce to the Hirer on demand the policy or policies of insurance. An apportioned amount of the cost will be contained within the Hirer Fee.

5. The Hirer may use The Hub at times arranged with the Community Centre Manager providing:

5.1. the agreed fees are paid at the times agreed by the hirer and the Trust.

5.2. the rules that may be agreed from time to time by the Community Centre Manager are adhered to.

5.3. nothing takes place that will or might constitute a breach of the statutory requirements affecting the premises or that will invalidate any insurance of the Centre.

5.4. the hirer complies with the terms of any Act of Parliament, regulation, licence or registration authorising or regulating the use of the Centre.

## **6. CANCELLATION OF THIS AGREEMENT**

The Hirer may cancel this agreement giving 48 hours notice without forfeiting the fee. The Trustees may cancel this hiring at any time if circumstances arise making the use of the Centre impossible. No fee will be charged but the Trustees have no liability to compensate the Hirer for any resulting loss.

## **7. ASSIGNMENT PROHIBITED**

The benefit of this agreement is exclusively to the Hirer and is not assignable, and the rights given may only be exercised by the Hirer and their invitees.

## **8. WARRANTY EXCLUDED**

The Managing Trustees give no warranty that the Premises are legally or physically fit for the purpose set out in the form below.

## **9. LIABILITY EXCLUDED**

The Managing Trustees are not to be liable for the death of, or injury to the Hirer or its employees, members, invitees or visitors for damage to any property of theirs, or for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by them in the exercise or purported exercise of the rights granted by this agreement except where the Trustees are found to be negligent.

## **10. ACCESS TO DESIGNATED SPACES AND PREMISES**

This agreement does not give the Hirer exclusive possession of any part of the Premises. The Trustees are entitled to enter and inspect the Premises at any time to ensure that this agreement is being observed. Except under exceptional conditions determined by the chairman of the Trustees, the exercise of this clause shall be by agreement with the Hirer concerned.

## **11. THE POLICY WILL BE REVIEWED IN FEBRUARY 2027**