

Jolly Josh Lettings Policy

Charity Number 1178116



1 Background

- 1.1 Jolly Josh is keen to promote the community use of charity premises. Making facilities accessible to the local community to improve links with the community and provide a space for service users to connect, find support and thrive.
- 1.2 Any community use of Charity premises should include all associated costs as charity funds cannot be used to subsidise activities for service users. However any profits from lettings may be used to subsidise other users.

2 Use of premises

- 2.1 Jolly Josh acknowledges that extended services, including community services, support and complement the main activities of the Charity and contribute towards raising funds. However, the Charity is constrained, by its nature of being a specialist space with a range of specialist equipment, in responding to certain lettings requests. Letting requests which will normally be acceptable include:
 - Out-of-school child care:
 - homework clubs and study support;
 - special interest clubs and first aid courses;
 - volunteering;
 - business and enterprise activities.
 - Before and after school clubs.
 - Referral to a range of specialist support services such as:
 - speech therapy;
 - child and adolescent mental health services;
 - family support services;
 - Adult education:
 - information sessions for parents at key transition points;
 - parenting programmes run with the support of other children's services;
 - Family-learning sessions to allow children to learn with their parents.
 - Other Charitable groups
- 3.2 A charge will be levied to meet the additional costs incurred by the charity in respect of any lettings of the premises. As a minimum, the *actual* cost to the charity of any use of the premises must be reimbursed to the budget where those activities are not directly aimed at service users. Chargeable costs include:
 - services (heating and lighting);
 - staffing (additional security, caretaking and cleaning) - including 'on-costs';
 - administration;
 - wear and tear;
 - insurance;
 - use of charity equipment (if applicable);

- profit element (if appropriate); and
- VAT where appropriate.

4 Procedure

- 4.1 The charity places each letting on a formal basis by ensuring that:
- The Application for Hiring Premises is completed;
 - The hirer is fully conversant with the terms and conditions of hire;
 - Public liability insurance is in place where necessary;
 - Public entertainment and other licences are in place where necessary;
 - Health & safety risks which may be involved in the activities of the hirer are notified to the charity and a written statement given to the charity as to how any risks will be controlled;
 - The hirer is fully conversant with the conditions under which stage lighting and equipment may be used;
 - Any organisation submitting a lettings request involving working with children and/or young people must submit to the charity a signed copy of their current Child Protection Policy.
- 4.2 The Hiring of Charity Premises form is attached to the end of this policy.

5 Monitoring/Evaluation

- 5.1 The Board of Trustees reserve the right to decline use of charity premises to any group. The decision of Board of Trustees is final.
- 5.2 The policy will be monitored regularly by feedback from those to whom lettings are offered (or declined) and the Hiring of Charity Premises form will be evaluated and modified periodically as necessary. Charges will be reviewed annually.

Annex 9 - Application for Hire of Premises

Site name	
Specific facilities required	

Applicant's Name	
Applicant's Address	
Land line number	
Mobile number	
Email address	
Organisation Name	

Details of your public liability Insurance (if applicable)

Renewal date	
Policy No.	

Date facility required			
Purpose			
Start time		Finish time	
Time accessing the site		Time leaving site	

I declare that to the best of my knowledge the above information is correct.

Signature of Applicant	
Date	
Organisation	

Annex 10 - Agreement for Indemnity

Declaration by the Hirer

1. I am over 18 years of age.
2. I have read the Conditions of Hire and agree to abide by them
3. I confirm that insurance arrangements are in place in accordance with the Conditions of Hire
4. I confirm that all licences that may be required for the activities during the hire period have been obtained/have been applied for/will be applied for before the date of first applicable use.
5. I agree to indemnify the Charity for any loss arising out of a breach of this agreement.

This agreement for Indemnity is made on

.....

between.....

(hereinafter called 'The Hirer') of the one part and the Board of Trustees (hereinafter called 'The Trustees') of the other part.

Whereas

1. At the request of the Hirer the premises has agreed to hire to the Hirer part of the charity premises for an activity organised or conducted by the Hirer or the Hirer's representative(s).
2. The Hirer has agreed to indemnify the Trustees as hereinafter appearing.

Now it is hereby agreed by the Hirer

1. That he/she and his/her representative(s) will keep the Trustees fully and effectually indemnified from and against any loss which the Trustees may suffer by the claim of any third party entering the Charity's premises for whatever purpose connected with the activity organised or conducted by the Hirer, and howsoever such claims arise.
2. That if and insofar as claims are made against the Trustees the Hirer will meet the cost of all such claims by the provision of adequate insurance, proof of which will be furnished to the charity before obtaining access to the premises.

Charity	Jolly Josh
Telephone	01706 399141

Conditions of Hire

1. The Hirer shall effect Third party (Public Liability) insurance with a minimum indemnity limit of five million pounds for any one occurrence to cover its legal liabilities for accidents resulting in injuries to persons, including participants in the hiring activity, and/or loss of or damage to property including the hired premises, arising out of the hiring of charity premises.
2. The Trustees will not be responsible for any injury to persons or damage to property arising out of the hiring of the premises unless such injury or damage results from the negligence of breach of statutory duty on the part of the Trustees.
3. The sub-letting or sharing of the premises is prohibited.
4. The Hirer shall be responsible for the prevention of over-crowding such as would endanger public safety and for keeping clear all gangways, passages and fire exits.
5. The Hirer shall be responsible for providing adequate supervision to maintain order and good conduct.

6. A child protection policy will be submitted to the charity where a letting involves working with children or young people.
7. Acceptance of the letting is conditional upon the agreement to accept all letting conditions and to take all responsible steps not to infringe the law.
8. The scale of fees for lettings shall be determined by the Board of Trustees, taking into account the cost of providing the letting, including energy costs, the cost of equipment being used, and the purpose for which the premises has been let. The charge for accommodation includes the use of furniture only within the room. In the event of the hirer requiring additional furniture a separate charge will be made according to circumstance.
9. All fees are to be paid in advance. The Board of Trustees reserve the right to cancel any booking at any time. The decision of the Board of Trustees is final.
10. In the event of loss or damage occurring as a result of negligence or carelessness on the part of the organiser of the letting or the group on whose behalf the letting has been made, or where the charity has good grounds for presuming that the damage occurred at this time and was not reported, the Trustees reserves the right to make a charge to cover the costs of repairing the damage or making good the loss from the organiser or group.
11. The Trustees takes no responsibility for first aid provision. Hirers are recommended to provide their own first aid cover at events.
12. There is no access to a public telephone.
13. Any additional cleaning costs must be met by the hirer.
14. Nothing in this agreement shall create a tenancy.
15. The wearing of footwear likely to cause damage to floors is forbidden. Persons found wearing such footwear will not be permitted to enter the premises.
16. That the Hirer is responsible for all damage to buildings and/or any property thereon or attached thereto occurring during the period of hiring or while persons are entering or leaving such property, where such persons causing the damage are present with the approval of the Hirer or a person or persons linked to the Hirer's organisation.
17. That at the expiration of the hiring, the Hirer shall leave the building in a clean and orderly state. All the property of the Hirer and the Hirer's agents must be removed at the end of the hiring unless special arrangements are made. The Trustees can accept no responsibility for any property left by the Hirer's or their representatives on the premises.
18. The Hirer has read the Conditions of Letting annexed hereto and hereby indemnifies the Trustees against any breach of the same during the period of hire.

Signed by the Hirer	
In the presence of	
Address of witness	
Date	

Signed on behalf of the Trustees	
Name and role	
Date	

The Trustees shall not be responsible for the loss or damage to any property whatsoever or death or injury to any person whatsoever. Hirers may wish to provide their own insurance against their liability towards the public and their own employees in this respect.

Representatives of the Trustees shall at all times have free access to the premises for the purpose of inspection.

Public Entertainment

The entire area of the charity is a designated non-smoking site; this includes internal areas. The charity has no alcohol licence. Intoxicating liquor shall not be sold or supplied on the premises without the express consent of the Board of Trustees and the obtaining by the Hirer of an occasional licence. Licences are generally required for:

- Performing plays;
- 'Public dancing, music or other public entertainment of a like kind' under the Local Government (Miscellaneous Provisions) Act 1982;
- Games of bingo.

Hirers must ascertain from the local council whether or not a licence is required for these uses, or for any other use to which the premises are to be put, and if so, to obtain and ensure full compliance with the necessary licence.

Where premises are not licensed under the Cinematography Acts no inflammable films or materials of an inflammable nature shall be used.

When commercial sound recordings (gramophone records, tape, CD recordings) are publicly used an application for a licence to use such recordings must be submitted to Phonographic Performance Ltd, 1, Upper James Street, London, W1F9DE. (info@ppuk.com) Application forms may be obtained on request.

On days when charity is in session equipment may not be delivered **at the charity before 1.30pm** on the day of use, unless arrangements for earlier delivery are made with the center manager. Within a reasonable time after the hire the Hirer shall proceed to remove all chairs or other furniture, decorations and other materials introduced onto the premises.

Special preparations, such as those required for the purpose of dancing, must not be applied to the floors without specific approval from the center manager.

Stage Lighting and Equipment

The equipment may be operated only by competent persons approved by the Board of Trustees. This includes, but is not limited to, all specialist equipment such as: hoists, pool lighting and floor projector. The Centre Manager is normally available, by arrangement. An additional charge is made for this service.

The Hirer must, by arrangement with the Centre Manager, visit the establishment on the first day of hiring in order that a 'hand over' may be made to ensure that the equipment to be used is in satisfactory working order. A similar 'hand over' is to take place at the end of the letting.

Hydrotherapy Pool

Where the pool is hired by external professionals or families, individuals take all liability for any accidents or injuries that may occur. The charity will ensure all equipment is safe prior to use and that hygiene and maintenance checks are regularly carried out as required. The charity will also provide a qualified lifeguard (NPLQ) during each session to ensure the highest standards of safety.

Health and Safety

There is joint responsibility on the charity and the hirer to ensure that health and safety requirements are understood and provision made to ensure that such requirements are maintained.

The hirer must notify the charity of any risks that may be involved in their activity and provide a written statement as to how those risks will be controlled.