



# **TORPOINT TOWN COUNCIL**

## **COUNCIL LETTINGS POLICY**

**REVIEWED: - MARCH 2021**

**NEXT REVIEW: - FEBRUARY 2022**

**REVIEWING BODY: - Finance and Personnel Committee**



## **TORPOINT TOWN COUNCIL**

### **LETTINGS POLICY**

Torpoint Town Council endorses the Lettings Policy and recognises that

- (i) That Council premises represent a significant capital investment and should be fully utilised;
- (ii) Is a valuable community resource;
- (iii) Council usage constitutes a natural priority;
- (iv) That a surplus is welcome when derived from private or commercial usage but is not the objective when they are used.

The Town Council has adopted the following categories of priority user: -

- (i) Town Council;
- (ii) Designated users.
- (iii) Private users.

#### **Designated users**

Torpoint Town Council (or where delegated) has reserved the right to determine those organisations which may have designated status (Appendix A). The Town Council will review this list each year in February (or the nearest convenient date) for the purpose of deciding whether designated status is still appropriate. At other times of the year such applications will be dealt with by the Town Council on 'an as and when' basis.

#### **Conditions of Hire**

The conditions of hire shall be available to those wishing to hire the premises and can be found appended to the hiring form and to this policy ("Appendix "B").

#### **Administration of Lettings**

##### **General**

Torpoint Town Council recognises that it would be impossible for them to personally vet every applicant or organisation that wish to make use of Council premises. Accordingly they have delegated the authority to accept applications for hire to the following persons.

Town Clerk/RFO

## Variations

No member of staff or member of the Council (irrespective of position) is allowed to vary the terms and conditions from which council premises are hired to either individuals or organisations nor to deviate from the Town Council published charging policy. The only exception will be where delegated authority has been passed to the Town Clerk/RFO for a decision (See variations below).

## Lettings Documentation

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

## Scale of Charges

The scale of charges below forms the base to this policy statement.

LOCATION 2021-2022	PERIOD	RATE (£)
Bénodet Park Tea Hut	Per hour	2.50
Committee Room (Casual)	per hour	8.50
Committee Room (Regular)	per hour	8.50
Kitchen/Canteen Area)	per annum	*
Main Hall (Casual)	per hour	14.00
Library	per hour	5.50
Main Hall (prep and cleaning)		16.00
Main Hall (Regular)	per hour	14.00
Mayors Parlour (Casual)	per hour	5.50
Mayors Parlour (Regular)	per hour	5.50
Walled Garden (Benodet Park)**	per day	30.00

\*Rate dependent on hire. Annual Charge is £1,500 but individual costs £30 per hiring.

\*\* Tea Hut and/or Sound System Only

## Variations

The Town Clerk/ RFO and/or Operations Manager has delegated authority to vary charges in exceptional circumstances. The Town Clerk/RFO and/or Operations Manager has also been offered delegated authority to reduce hiring charges for Community Groups and where charitable status has been proven.

## Free Use of Council Facilities

The Council recognises that from time-to-time applications will be made to use Council facilities at no cost. The application form and accompanying notes for use of the facilities at no cost is considered annually by the Council.



## **Value Added Tax**

The Council does not apply VAT to charges.

## **Minimum charges and deposits**

The minimum hire period will be one hour, with the exception of the Bénodet Tea Hut, and in multiples of one hour thereafter.

The Town Clerk/RFO reserve the right to require a deposit over and above the hiring charge 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.

## **Cancellations**

The Town Council will seek to recover any cost incurred by the Council that are unavoidable and result directly from the cancellation of a letting. The charge will be proportionate to the loss incurred as a result of the cancellation and shall be at the discretion of the Town Clerk or the RFO.

## **Payment methods**

The Town Council is mindful of their responsibilities in safeguarding the Council from bad debt. Therefore payment at the time of booking is the normal method and the Council will encourage the use of BACS as a payment method. Cheques or cash are both acceptable but cheques should be presented in such time as that they have been cleared through the banking system prior to hiring. In cases where cash or cheques are paid over then an official receipt will be issued.

## **Extension of Credit**

The Town Council will allow the extension of credit to bone fide local organisations and individuals where they are satisfied that these are credit worthy. In all the cases the Council reserves the right to withdraw credit facilities where prompt payment is not received. In all cases where credit is extended, an invoice will be issued. The Town Council will not normally extend credit for lettings where the invoice value is less than fifty pounds (£50). The Town Council has chosen to delegate the approval of credit facilities to the Town Clerk and /or the RFO. In all cases where credit is advanced the invoice is to be raised at the time of booking.

## **Security**

The Town Council will not normally insist upon continuous caretaking presence and it will therefore not be provided. However they reserve the right and have delegated authority to the Town Clerk /RFO to insist upon a caretaking presence where in his/her view the nature of the hiring may leave the council premises vulnerable to theft or damage. If a Caretaking presence is required appropriate charges will be applied accordingly.

## **Review of Policy**

The Town Council will review the policy each year in the month of February and the scale of hire charges for the forthcoming financial year (as set at the precept deliberations in the previous November) shall be applied and the policy updated accordingly.



## **APPENDIX "A"**

### **DESIGNATED USERS**

- **Agencies working with Cornwall Council e.g. CRCC**
- **Cornwall Council including departments and LA controlled schools**
- **Emergency Services (Ambulance, Fire and Police)**
- **Government Departments and Agencies**
- **National Health Service, agencies working with the NHS including the Blood Transfusion Service**
- **Other Education establishments including Academies and Free Schools**
- **Plymouth City Council**
- **Post 16, Further and Higher Education Establishments**
- **Tamar Bridge and Torpoint Ferry Joint Committee**
- **Use of the building for elections both General and Local**



## **APPENDIX "B"**

### **CONDITIONS FOR HIRING COUNCIL PROPERTY**

**Torpoint Town Council (the Council) hereby agrees to let the facilities to the person(s) and period specified within the hiring form under the following conditions.**

#### **GENERAL RULES**

1. Application for permission to serve intoxicating liquors must be made in writing (or clearly indicated on the hiring form) and stating if a charge is to be made. The sale of alcohol is not permitted on Council premises unless a current licence is held. The sale of alcohol and playing of music must end at midnight.
2. The Hirer shall ensure that all persons attending the function for which he/she/they are responsible behave in an orderly and responsible manner and that no alcoholic liquor shall be consumed by persons under eighteen years of age.
3. A function must terminate in time for the building to be vacated by the stipulated finishing time.
4. NOISE – The Hirer is responsible for ensuring that noise from the event is controlled and is unlikely to cause a nuisance to neighbouring properties. Noise outside the building should be monitored throughout the event.
5. The premises are equipped for use by persons with disabilities. For safety reasons an adult helper may accompany persons with wheelchairs. A helper should accompany those with hearing or visual impairment or any that might have difficulty evacuating the building.
6. SECURITY - The hirer shall be responsible for the security of the Council premises during the period of hire by ensuring that only those with a legitimate connection with the hiring or those authorised by the Council have access.
7. Damage or loss caused to the premises shall be the sole responsibility of the hirer who shall reimburse the Council in full for the cost of rectifying/restoring/replacing/repairs. Additionally the Hirer shall ensure that the premises are left in a clean, safe and orderly condition before the premises are vacated.

#### **FIRE SAFETY RULES**

8. The Hirer must KEEP FIRE EXITS CLEAR at all times.
9. Fire evacuation procedures are posted in the building with fire evacuation exits clearly marked.
10. If the Fire Alarm Siren/Lights are activated, the following procedure must be followed:-
  - a) Evacuate the building calmly and quickly by the nearest exit
  - b) The assembly point is marked and located at the end of the service lane behind Antony Road at the junction with York Road.
  - c) In the event of a fire the Emergency services and Caretaker must be contacted immediately.
  - d) Return to the premises is only allowed by the express permission of the Emergency Services or in the event of a "false alarm" an officer of the Town Council or the responsible person in charge of the hiring.
11. As the hirer you are responsible for ensuring the above instructions are conveyed to those on the premises as a result of the hiring. It is recommended therefore that you read the above at the commencement of the hiring to those present.



**HEALTH AND SAFETY RULES**

- 12. Any electrical or mechanical equipment brought onto council property must have a current PAT certificate. The certificate will be checked by the Town Clerk or Caretaker. Any equipment not having the relevant certificate will not be allowed to be used on or in Council premises.
- 13. Council equipment will not be allowed to be used or assembled without the express permission of the Town Clerk or Caretaker and only then under supervision. Any equipment brought onto site will not be used until the Town Clerk or Caretaker are satisfied it complies with any relevant controls or protocols within the Council Health and Safety policy.
- 14. The Hirer must confirm that they are competent to use the council facilities and/or equipment prior to hiring. If you require any training or instruction you must make this known to the Caretaker prior to using the equipment.
- 15. No substance shall be brought onto site that is subject to the Control of Substances Hazardous to Health Regulations 1994 (COSHH) without prior permission.
- 16. Any spillages e.g. liquids must be cleaned immediately to prevent hazards of slips and falls.
- 17. You are required to comply with all signage in the building and the instructions on them.
- 18. If you become aware of a situation or problem that might cause injury or damage you are to report this immediately to either the Caretaker or Town Clerk. If in doubt you must still consult the caretaker or Town Clerk.
- 19. FOOD HYGIENE REGULATIONS – Must be observed at all times. Food shall not be prepared or consumed without full accreditation of the individual preparing the food or compliance with legislation or local bylaws in force at the time.

**OTHER**

**Capacity**

- i) When the stage extension is in use a maximum of 120 chairs (theatre style) in the main hall.
- ii) When the stage extension is NOT in use a maximum of 150 chairs (theatre style) in the main hall.
- iii) Committee Room – Maximum of 50 chairs (theatre style).

**The Council shall not be responsible for loss or damage to personal or other property brought onto premises.**

**I AGREE TO COMPLY WITH THE HIRING CONDITIONS ABOVE**

**Signed: .....Hirer**

**Print Name: .....**

**Date: .....**