



# **Basingstoke RFC**

## **Premises and Hall Hire**

### **Lettings Policy**

## 1. Introduction

- 1.1 The following document sets out the Lettings Policy in relation to the letting of Basingstoke Rugby Football Club Premises of the Club House, Down Grange, Pack Lane, Basingstoke RG22 5HH. The premises include the car park and any outside areas that are under the ownership of Basingstoke RFC; they do not include the Down Grange Playing Fields which are the property of Basingstoke and Deane Borough Council.
- 1.2 A Premises Hiring Agreement, which is attached to and forms part of this Policy document (schedule A), must be completed and signed in respect of every booking of the premises. The person signing the Premises Hiring Agreement shall be known as “The Hirer” and shall accept full responsibility for the due observance in all respects of the Terms and Conditions as set out in this Policy document. The Hirer must be a responsible adult over the age of 21.

## 2. Primary Intent

- 2.1 The premises are primarily to be used for the hosting and promoting of Basingstoke Rugby Football Club activities.
- 2.2 A secondary function of the premises is to act as a resource to the wider community for use in sponsored activities and suitable community activities which help to build bridges between the Club and the local community.

## 3. Letting Restrictions

- 3.1 Our attitude towards an application for use of our premises will be a positive one. We will seek to encourage appropriate organisations to use the premises for meetings and activities, where such meetings are complementary to the Clubs regular activities. Basingstoke RFC may request references from a new user before agreeing to a booking.
- 3.2 The Club reserves the right to refuse requests for hire by groups or individuals.
- 3.3 Lettings will not interfere unduly with Club activities. They will not normally be accepted if the premises are already booked for a Club event.
- 3.4 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.
- 3.5 All events are to finish by **12:00 Midnight**, unless an Extended Licence has been approved. The Premises will not be available to the Hirer before the beginning of the booking time and must be vacated 30 minutes after the end of the booking.

## 4. Charges

- 4.1 Basingstoke RFC 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 incumbent and standing Committee of Basingstoke RFC. Where individual discounts or reductions apply, in all cases this information will be **confidential** between Basingstoke RFC and the Hirer. Both parties agree not to disclose any confidential information to any third parties.

- 4.2 Charges will be set at a reasonable rate, consistent with covering costs and providing a modest contribution to maintenance costs. A notice of charges levied and Conditions relating to the Charges forms part of the Premises Hiring Agreement. The schedule of Charges will be reviewed on an annual basis.
- 4.3 If the Hirer wishes to cancel the booking, the Club may, at its absolute discretion refund any fees paid, however, if the cancellation is within two weeks of the booking, no refund will be made. The Club shall be under no obligation to make any refund. The Club reserves the right to cancel any booking if exceptional, unforeseen circumstances arise and, without reason being stated. In the event of the Club cancelling the booking, all fees/deposits paid by the Hirer shall be refunded.
- 4.4 A refundable Damage Waiver/Deposit may be required, the amount of which is set out in the Premises Hiring Agreement and is based on a case by case scenario.

## **5. Access and Security**

- 5.1 Basingstoke RFC does not employ a full-time Caretaker; therefore, the Hirer is responsible for all setting up and putting away of any equipment used. A charge will be made if the Hirer wishes for the Club to set up and take down and will be included in the Premise Hire Agreement.
- 5.2 Any letting of the premises will require a responsible person to be present at the beginning and end of the letting period on each occasion that a letting is to take place to check that the facilities are in order. The premises must not be left unattended during the period of the booking. The responsible person will be the name listed as the Hirer unless communicated to the Club beforehand.
- 5.3 If a key is provided, this must always be safeguarded and returned to the Club at the end of the letting period or, as soon as is reasonably possible. The keys shall not be copied, nor given to a third party. If keys are provided, it is the Hirers responsibility to ensure that all fire doors and windows are closed, all doors locked, and all lights are switched off at the end of the letting period.
- 5.4 The right is reserved for a representative of the Club, or their appointed Officer to enter any part of the building at any time.

## **6. Health and Safety**

- 6.1 Whilst Basingstoke RFC will take steps to ensure the premises are safe to use, it is the responsibility of the Hirer to ensure the safe conduct of their activity during the period of hire, including the presence of a suitably qualified First Aider if necessary.
- 6.2 Any accident involving personal injury must be recorded in the accident book located in the Clubhouse. Access to the accident book will be through the on-duty bar staff. Any accident must be reported to the Club Secretary at the first opportunity.
- 6.3 Emergency evacuation procedures: Hirers will familiarize themselves with the fire precautions in force on the premises and with the means of evacuation in the event of a fire, bomb warning or any other threat to safety. The Hirer is responsible for ensuring that persons attending are made aware of the evacuation procedures. Fire exits and other doorways must be kept clear

at all times. The Hirer will be responsible for ensuring that Security, Fire and Health and Safety requirements are met during the period of hire.

- 6.4 There are no public phones on the premises, the Hirer must ensure that they have access to a mobile phone in case of an emergency.
- 6.5 Any portable electrical appliance or device brought in from elsewhere and used on the premises must have an up-to-date safety certificate which must be made available for inspection upon request.
- 6.6 Any Hirer who wishes to employ an external entertainer (Disco, Group etc.) will need to ensure that the entertainer is in possession of an up to date Public Liability Policy that covers their work. A copy of this policy is required before the date of the planned booking.
- 6.7 The Hirer is not permitted to bring in supplementary heating appliances.

## **7. General**

- 7.1 A strict No Smoking Policy applies to all rooms within the building (including toilets).
- 7.2 Basingstoke RFC operates a Zero Tolerance Policy to illegal or Recreational drugs and to the underage drinking of alcohol. The Club reserves the right to eject from an event, any person who brings or uses drugs on the premises, or attempts to buy drinks for a person under the age of 18 years, or any person under the age of 18 years who tries to buy drinks for themselves.
- 7.3 Alcohol or soft drinks cannot be brought into or sold on the premises by the Hirer. The Hirer is not permitted to apply for Occasional License's for the sale of intoxicating liquor in the building.
- 7.4 Any advertising material must be submitted to the Club Secretary for approval by the incumbent and, if needed the Committee of the Club. All such material must clearly display the name of the person or Organisation responsible for the event/hire.
- 7.5 No adhesive or fixing material may be used which may damage the fabric of the premises.
- 7.6 If food is to be brought onto the premises a self-catering charge will be added to the hire agreement
- 7.6 All rubbish must be taken from the premises by the Hirer and must not be deposited in the outside refuse bins. No food or drink must be deposited on the ground outside the premises or in the car park.
- 7.7 Failure to ensure that any of these policy's are acted on may result in the hire deposit being withheld.

## **8. Car Park**

- 8.1 The use of the Car Park is available to Hirers but is not part of the hiring agreement and Hirers must be ready to vacate in case of emergency Club needs. If required, alternative parking areas can be advised by the Club if needed.
- 8.2 The Club can accept no Liability whatsoever for cars parked in the Car Park.
- 8.3 The emergency access gate to the Down Grange playing fields must be kept clear at all times.
- 8.4 There are several Council owned Car Parks in the near vicinity of the Club.

## **9. Responsibilities**

- 9.1 The Club will be responsible for providing facilities as agreed in good working order throughout the letting period.
- 9.2 The Hirer will be responsible for ensuring that all users are aware of the procedures for safe and correct use of equipment and facilities and shall report any deficiencies on the occasion of each use.
- 9.3 The Hirer shall ensure that they are always present and able to supervise during the letting.
- 9.4 The Hirer must leave the Premises in a clean and tidy condition. Losses, breakages and damage must be reported, and paid for in full. Hirers may re-arrange tables and chairs in the premises but must restore them to their original places at the end of the letting period. Please avoid dragging heavy tables across the floor.
- 9.5 The Hirer agrees to indemnify Basingstoke RFC against all claims, demands, actions, proceedings, damages, costs and expenses arising out of non-observance of the Terms of this Policy.

## **10. Kitchen Use**

- 10.1 No access to the Kitchen will be permitted.

## **11. Insurances**

- 11.1 It is the responsibility of the Hirer to effect whatever insurance they require to cover their liabilities. Insurance effective by the Club does not extend to a Hirers Liabilities. The Club accepts no liability for accidents, injuries, damage and/or loss of personal property as a consequence of using the premises.
- 11.2 It is the responsibility of the Hirer to ensure that any external performer has in place their own Public Liability Insurance and that any electrical equipment is tested and certified as fit for purpose. Failure to provide the Club these assurances will mean that the external performer will not be permitted to use the premises.

## **12. Legal Requirements**

- 12.1 The Hirer must comply with any legal requirement concerning music, singing and dancing licence's, theatre license's and copyright. The Hirer shall be fully responsible for obtaining, in accordance with the premises licence, such licences or any other permissions required, always providing that no such application shall be made without the approval of the Club.
- 12.2 Hirers must also have in mind the provisions of the Children's Act at any event involving children. Events for persons under the age of 18 years of age must at all times be properly supervised by an adequate number of responsible adults, in accordance with Safeguarding.
- 12.3 The Hirer shall not use the premises for any other purpose other than that specified in the Premises Hiring Agreement and is specifically forbidden to use, or allow the use of the premises or its surrounding grounds for any illegal or immoral purpose.
- 12.4 The Hirer may no assign or Sub-Let the Hire of the Club.

### 13. Compliance

13.1 Failure by the Hirer to comply with any of the terms of this Policy document where applicable, whether intentionally or not, may be deemed by the Club to be just cause for immediate cancellation of any letting or series of lettings and may result in forfeiture of the entire security deposit.

Basingstoke RFC reserves the right to suspend or withdraw use of the premises by an individual group with immediate effect on the grounds listed below but not limited to;

- Causing intentional damage to the Club, its equipment or any personal belongings of other users.
- Violent, threatening or abusive behaviour to a member of staff or other users.
- Theft of any property belonging to the club or other users.
- Disruptive behaviour which is interfering with the activities of other users.
- Drug use or possession of drugs on the premises.
- Behaviour which puts at risk the Health, Safety and Wellbeing of others.
- Non-compliance with, or breach of licencing laws.
- Behaviour which is deemed to be offensive and/or results in complaints from users.
- Refusal to follow reasonable directions from Club staff.
- Non-payment of invoices
- Any other behaviour which is considered inappropriate to the operation of the Club, or against the interests of all users.

### 14. Administration

14.1 Bookings of the premises will be administered by the Club Manager or the Clubs Administrative Assistant. This includes the acceptance and declining of bookings in consultation with the incumbent and members of Basingstoke RFC Committee if necessary.

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### Certificate

This is to confirm that I agree with the terms as set out in the Basingstoke RFC Premises Hall Hire Lettings Policy and will abide by these at all times.

I understand that failure to abide by the Policies may lead to the withholding of any Deposits made.

Date of Hire .....

Name of Hirer .....

Date .....

Basingstoke RFC .....