

# Basingstoke Rugby Club

Hall Hire
Lettings Policy

### 1. Introduction

- 1.1 The following document sets out the Lettings Policy in relation to the letting of the Basingstoke Rugby Club premises of The Club House, Down Grange, Pack Lane, Basingstoke RG22 5HH. The premises includes the car park and any outside areas that are under the ownership of Basingstoke Rugby Club; 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 club activities.
- 2.3 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 the 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's regular activities. Basingstoke Rugby club may request references from a new user before agreeing 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**. The premises will not be available to the Hirer before the beginning of the booking time, and must be vacated 15 minutes after the end of the booking.

## 4. Charges

4.1 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 Incumbent and the Standing Committee of Basingstoke Rugby club. Where individual discounts

or reductions apply, in all cases this information will be **confidential** between Basingstoke Rugby Club 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, but shall be under no obligation to do so. The Club reserves the right to cancel the booking if exceptional unforeseen circumstances arise and without a 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 security deposit may be required, the amount of which is set out in the Premises Hiring Agreement.

# 5. Access and Security

- 5.1 Basingstoke Rugby Club does not employ a full-time caretaker; therefore the Hirer is responsible for all setting up and putting away of any equipment used.
- 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.
- 5.3 If a key is provided, then this must be safeguarded at all times 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 or lent to any third party. If keys are provided, it is the Hirer's responsibility to ensure that all fire doors and windows are closed, all doors locked and all lights switched off (including the toilets) 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 Rugby Club 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.
  - Any accident involving personal injury must be reported to the Club Secretary to be recorded in the Accident Book located in the club house.
- 6.2 Emergency evacuation procedures: Hirers shall familiarise 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 and other entrances/exits 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.

- 6.3 There are no public telephones in the premises, therefore the Hirer must ensure that he/she has access to a mobile telephone in case of emergencies.
- 6.4 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.
- 6.5 The Hirer is not permitted to bring in supplementary heating appliances.

## 7. General

- 7.1 A strict **No Smoking Policy** applies to all rooms (including toilets) in all the premises. The premises are fitted with smoke alarms, which will be activated by cigarette smoke.
- 7.2 Basingstoke RFC also operates a zero tolerance policy to illegal or recreational drugs and 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, or any person under the age of 18 who tries to buy drinks for themselves or others.
- 7.3 Alcohol cannot be sold by the hirer in the building. The Hirer is not permitted to apply for Occasional Licences 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 Standing 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 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.

#### 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.
- 8.2 The Club can accept no liability whatsoever for cars parked in its Car Park.
- 8.3 The emergency access gate to the Down Grange playing fields must be kept clear at all times.
- 8.3 There are several Council 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 there is a responsible adult or adults present and able to supervise at all times during the letting. During the period of hire, the Hirer is responsible for the orderly behaviour of guests/members on the premises.
- 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 immediately at the end of the letting. Please avoid dragging heavy tables across the hall 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 document.

## 10. Kitchen Use/ Refreshments

10.1 Use of the Kitchen in the premises must be separately approved. The kitchen may be used for the preparation of Tea/Coffee and refreshments by approved personnel and with the prior agreement of the Club Secretary. It will be the responsibility of the Hirer to provide the refreshment materials unless agreed otherwise in the Premises Hiring Agreement. It is the responsibility of an external Hirer to ensure that any persons using the kitchen are aware of the requirements of the relevant Food Hygiene Regulations and Food Safety Act Codes of Practice. Particular attention should be paid to the cleanliness of the kitchen, kitchen utensils and crockery at the end of the letting. Any breakages must be reported immediately in writing and will be subject to an additional charge. A food waiver must be signed in the case of any approved self-catering request.

## 11. Insurance

11.1 It is the responsibility of the Hirer to effect whatever insurance he/she requires to cover his/her liabilities. Insurance effective by the Club does not extend to a Hirer's liabilities. The Club accepts no liability for accidents, injuries, damage and/or loss of personal property as a consequence of using the premises.

# 12. Legal Requirements

12.1 The Hirer must comply with any legal requirement concerning music, singing and dancing licences, theatre licences and copyright. The Hirer shall be fully responsible for obtaining any

- such licences or any other permission 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 18 years of age must at all times be properly supervised by an adequate number of responsible adults, in accordance with the Children's Act.
- 12.3 The Hirer shall not use the premises for any other purpose 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 not assign or sub-let the hire of the club.

# 13. Compliance

13.1 Failure by the Hirer to comply with any or all 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.

BRFC reserves the right to suspend or withdraw use of the premises by an individual group with immediate effect on the following grounds:

- 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 others
- drug use or possession of drugs on the premises
- behaviour which puts at risk the health, safety or well-being of others
- non-compliance with or breach of licensing 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 club 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 Bar Manager or Club Secretary. This includes the acceptance and declining of bookings in consultation with the Incumbent and members of the Standing Committee of the Club if necessary. The Incumbent will act as final arbiter if required.