

# Sri Guru Singh Sabha Southall

# **Lettings Policy**

This document contains the Sabha's policy, terms and conditions and lettings application form

# Introduction

The Executive Committee of Sri Guru Singh Sabha Southall ("Sabha") regard all the Sabhas buildings and grounds as a community asset and will make every reasonable effort to enable them to be used as much as possible. However, the overriding aim of the Executive Committee is to further the aims of the charity as established in constitution of the Sabha

Where there is a conflict between a letting and a Gurdwara event, the Gurdwara event will always take priority.

## Definition of a Letting

A letting may be defined as "any use of the Sabha premises (buildings and grounds) by either a community group (such as a local music group or football team), or a commercial organisation. A letting must not interfere with the primary activities of the Sabha as defined in the constitution.

## Charges for a Letting

The Executive Committee is responsible for setting charges for the letting of the Sabha premises. A charge will be levied which covers the following:

- Deposit (please see relevant event booking form for deposit amount) which will be refunded in full or part once premises have been inspected following the event
- Cost of services (heating and lighting)
- Cost of staffing (additional security, caretaking and cleaning) including "oncosts"
- Cost of administration
- Cost of "wear and tear"
- Cost of use of Sabha equipment (if applicable)

The Executive Committee at its sole discretion can waive any costs and/or deposit requirements it sees fit, so long as the hire of any premises furthers the objectives of the Sabha.

## Management and Administration of Lettings

The General Secretary is responsible for the management of lettings. Where appropriate, the General Secretary may delegate all or part of this responsibility to other Executive Committee members or other members of staff, whilst retaining overall responsibility for the lettings process.

If the General Secretary has any concern, about whether a particular request for a letting is appropriate or not, she will consult with the Executive Committee.

The Executive Committee reserves the right to refuse or veto an application or group and no letting is deemed booked until approval has been received in writing by the applicant/ organisation.

No public announcement of any activity or function taking place may be made by the hiring organisation concerned until the booking has been confirmed by the Sabha, in writing.

Once the booking has been received, confirmed and the deposit paid, the Sabha will honour the booking.

Should the hirer wish to cancel or amend the booking, there will be an administrative charge of  $\pounds 50$ . Any cancellation of a hire must be notified to the Sabha as soon as possible but no later than 14 days prior to the letting, after which time, the hirer is liable for the full cost of the letting.

## **The Administrative Process**

Organisations or individuals seeking to hire any Sabha premises should approach the Sabha, who will identify their requirements and clarify the facilities available. An *Initial Lettings Request Form* ("Application Form") should be completed at this stage. The Sabha has the right, to refuse any application, and no letting should be regarded as "booked" until approval has been given in writing. No public announcement of any activity or function taking place should be made by the organisation concerned until the booking has been formally confirmed.

Once a letting has been approved, a letter of confirmation will be sent to the hirer, setting out full details of the letting and enclosing a copy of the terms and conditions and the hire agreement. The letting may not take place unless the signed agreement has been returned to the Sabha at least 14 days in advance of the hire. The person applying to hire the premises will be invoiced for the cost of the letting. The refundable deposit and payment will be sought in advance.

# TERMS AND CONDITIONS FOR THE HIRE OF THE SABHA PREMISES

All terms and conditions set out below must be adhered to. The "Hirer" shall be the person making the application for a letting, and this person will be personally responsible for payment of all fees or other sums due in respect of the letting.

#### Status of the Hirer

Lettings will not be made to persons under the age of 21, or to any organisation or group with an unlawful or extremist background. The Sabha is required to ensure that the Sabha's premises are used in a manner consistent with the Sabha's objectives

Any hirer is duty bound to respect the beliefs and ways of the Sikh faith.

The hire agreement is personal to the hirer only, and nothing in it is intended to have the effect of giving exclusive possession of any part of the Sabha to them or of creating any tenancy between the Sabha and the hirer.

#### **Safeguarding**

For clubs and events specifically for children and young persons, the hirer and personnel involved may have to undergo criminal record check via the DBS. These checks must be made by prior arrangement with the General Secretary, with at least 8 weeks notice in advance to ensure that the checks can be carried out in time. This will be undertaken at the hirer's expense. This evidence will without fail be required by the Sabha from the hirer if the letting involves children under the age of 18 years.

# Use of premises by organisations working with children, young people and adults at risk

The welfare of children and young people is with those responsible for their care. Where external organisations are using Sabha premises, the hirer must abide by the Sabha's safeguarding policy. A copy of the policy to be used should be attached to the hire agreement. Hirers should be asked to sign a copy of the Sabha's safeguarding policy, even when the organisation have their own, to acknowledge that this has been seen and will be adhered to.

# Priority of Use

The General Secretary will resolve conflicting requests for the use of the premises, with priority at all times being given to Sabha functions.

# **Attendance**

The Hirer shall ensure that the number of persons using the premises does not exceed that for which the application was made, and approval given.

# **Behaviour**

The Hirer shall be responsible for ensuring the preservation of good order for the full duration of the letting and until the premises are vacated.

The General Secretary or their representative may refuse admission to any person without giving any reason for doing so and may similarly require any person to leave.

# Public Safety

The Hirer shall be responsible for the prevention of overcrowding (such as would endanger public safety), and for keeping clear all gangways, passages and exits. The Hirer shall be responsible for providing adequate supervision to maintain order and good conduct, and - where applicable - the Hirer must adhere to the correct adult/pupil ratios at all times. The hirer must also ensure that there are sufficient stewards located in areas, which will prevent unauthorised persons from entering the premises and to ensure that guests are restricted to the areas hired for the function.

No event open to the general public will be permitted.

The following must also be applied:

- There must be no obstructions in hallways or exits. Emergency exits must be clear at all times
- Emergency lighting must be on at all times and must highlight emergency exits
- $\circ\,$  Fire-fighting apparatus shall be kept in its proper place and only be used for the intended purpose
- The fire brigade will be called out to any outbreak of fire and reported to the General Secretary
- The hirer will be responsible for ensuring they are familiar with the procedure for evacuation, the escape routes, assembly points and be familiar with the equipment available for fighting fires
- The hirer is responsible for communicating the above to all attendees of the hire

- Performances involving danger to anyone are not permitted
- Flammable substances may not be brought on to the premises
- No unauthorised heating appliances may be brought on to the premises
- Any electrical equipment brought onto the site shall be subject to regular PAT testing and certification provided as evidence. Any use of electrical equipment must be declared on the hire application form. The Sabha disclaim any responsibility for claims and costs arising out of or in any way relating to such equipment

## <u>Own Risk</u>

It is the Hirer's responsibility to ensure that all those attending are made aware of the fact that they do so in all respects at their own risk.

If, during the hiring, any faults or damages to equipment are encountered, these must be reported immediately to site staff who will verify and report to the General Secretary.

No part of the premises may be used other than those specified in the hire request. The Executive Committee will charge any violation of this to the refundable deposit.

No part of the premises may be used for any unlawful purpose or in any unlawful way.

## Damage, Loss or Injury

The Hirer warrants to the Sabha that it has appropriate public liability insurance to cover all its legal liabilities for accidents resulting in injuries to persons (including all participants in the activity for which the premises are being hired), and/or loss of or damage to property, including the hired premises, arising out of the letting. The minimum limit for this insurance cover is £5 million (five million pounds UK) in respect of any one incident. The Hirer must produce the appropriate certificate of insurance cover before the letting can be confirmed.

The Sabha will not be responsible for any injury to persons or damage to property arising out of the letting of the premises.

# Furniture and Fittings

Furniture and fittings shall not be removed or interfered with in any way. No fittings or decorating of any kind necessitating drilling, or the fixing of nails or screws into fixtures which are part of the Sabha building fabric, are permitted. Nor should staples, sellotape or blu-tac be used to affix items to the walls. In the event of any damage to premises or property arising from the letting, the Hirer shall pay the cost of any reparation required.

No footwear that damages the flooring may be worn.

#### **Car Parking Facilities**

Subject to availability, these may be used by the Hirer and other adults involved in the letting. Cars and vehicles must be parked within the designated bays and not on the grassed

areas or the access drives. The Sabha will not be responsible for damage to cars or any other property and cars may not block access to the Sabha's sites or roadways. Emergency services must have unobstructed access.

# **Toilet Facilities**

Access to the Sabha's designated toilet facilities is included as part of the hire arrangements, including disabled facilities.

# **First Aid Facilities**

There is no legal requirement for the Sabha to provide first aid facilities for the Hirer. It is the Hirer's responsibility to make their own arrangements, such as the provision of first aid training for supervising personnel, and the provision of a first aid kit, particularly in the case of sports lettings. Use of the Sabha's resources is not available. There are defibrillators located at various sites, which are available for use.

## Food and Drink

No food or drink may be prepared or consumed on the property, unless requested on the Initial Interest Form and in agreement with the Executive Committee, in line with current food hygiene regulations. All litter must be placed in the bins provided. No meat or fish may be brought onto or consumed on the Sabhas sites.

#### Intoxicating Liquor

No intoxicants or alcohol of any type shall be brought onto or consumed on the premises.

#### **Smoking**

All of the Sabha's premises are a non-smoking area and smoking and the use of ecigarettes are not permitted anywhere including access drives and car parks.

The use of a smoke machine and / or candles is strictly prohibited.

#### Copyright or Performing Rights

The Hirer shall not, during the occupancy of the premises, infringe any subsisting copyright or performing right, and shall indemnify the Sabha against all sums of money, which the Sabha may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

#### Sub-letting

The Hirer shall not sub-let the premises to another person.

#### Events outside our control

Except as set out in this section, we shall not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under our contract with you that is caused by events outside our reasonable control (such as serious damage to the venue, serious adverse weather conditions, a pandemic or epidemic, or interruption or failure of

utility services such as electric power, gas or water). In these circumstances, we shall use every effort to notify you as soon as is reasonably practical. If, as a result of such events, we believe we have no alternative but to cancel your booking, we shall use reasonable endeavours to help you find an alternative venue of a similar standard for a similar price but our sole liability to you shall be to refund you any money you have paid towards your booking.

# **Right of Access**

The Executive Committee reserves the right of access to the premises during any letting. The Executive Committee and anyone at its direction may monitor activities from time to time.

## **Conclusion of the Letting**

The Hirer shall, at the end of the designated hire period, leave the accommodation in a tidy condition, with all equipment being returned to the correct place of storage. If these conditions are not adhered to, an additional cost may be charged.

## Vacation of Premises

The Hirer shall ensure that the premises are vacated promptly at the end of the letting. The Hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult. In the event of an emergency, occupants must leave the hired premises by the nearest exit and assemble at the designated assembly point. The Hirer must have immediate access to participants' emergency contact details and may use the Sabhas phone (if available) in the event of an emergency. Hirers are responsible for familiarising themselves with emergency exits and must ensure that participants are aware of evacuation procedures.

## Application Form PLEASE NOTE THIS IS ONLY AN APPLICATION FORM. YOUR BOOKING HAS NOT BEEN CONFIRMED UNTIL A LETTER OF CONFIRMATION IS ISSUED

Name of applicant & organisation (if applicable)

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Address

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Telephone Number .....

Email address.....

Nature of function

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Sri Guru Singh Sabha Southall Lettings Policy V 1.0 Feb 2022

Descri	ption of activities that will be takin	ng place
Details	of premises requested	
	requested.	
Functi	on will be attended by (tick releva	ant boxes):
Adults 18yrs & over		
Young persons 14yrs to 18years		
Children 14yrs and under		
Estima	ited number of people to be pres	ent
l have includi		ne Terms and Conditions stated in the Lettings Policy,
1) 2) 3)	The Hirer confirms that arrangements are in place with reference to First Aid The Hirer undertakes to comply with the regulations regarding the use of own electrical equipment The Hirer confirms that all participants will comply with the Sabha's agreed health and safety policy, including the non-smoking policy	
and c	onfirm that I will provide the follow	wing:
4) 5) 6)	Signed acceptance of the Sabha's Saf qualifications requested. Risk Assessments Conv of valid Public Liability insurance	eguarding Policy including providing any relevant DBS clearances, evidence of

Copy of valid Public Liability insurance certificate 6)

Signed	Dated
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