

Bideford Blues and Appledore Junior F.C.

Lettings Policy

Approval date: Date of AGM 2020

To review when necessary

Date of review of Policy Document: To be reviewed as and when necessary

1. Introduction

1. Following a period of investment, Bideford Blues and Appledore JFC now possesses some excellent facilities across.
2. Whilst these are put to good use during the evenings the opportunity presents itself for these facilities to be utilised during the daytime by groups or individuals the community.

2. Guidelines

1. Facilities will be offered only following consultation with the club
2. Facilities will be reserved by the authorising officer and subject to the Conditions of Hire (see Appendix 2)
3. Facilities offered will be subject to a Scale of Charges (see Appendix 3) devised and approved by the Club Committee.
4. In case of dispute, final decisions relating to the letting of school facilities will be taken by the Club Committee

Appendix 1 provides detailed guidance on associated issues including priority usage, cancellations and security.

Appendix 2 provides the standard Bideford Blues and Appledore JFC Conditions of Hire as adopted by the Club Committee.

Appendix 3 provides a Scale of Charges including discounts and methods of payment.

BIDEFORD BLUES AND APPLEDORE JFC

LETTINGS POLICY STATEMENT

1. Priority Usage

1. The Club have adopted the following categories of priority user:
 - a. **Bideford Blues and Appledore JFC users:**
 - b. **Designated users:** regular users and block bookings (including Devon FA)
 - c. **Casual users:** one off bookings, no regular pattern

2. Applications for Designated Status

1. The Club Committee have delegated their power to determine designated status to the Authorising Officer who will exercise discretion on their behalf and determine applications. The outcome of such decisions shall be matter of report to the Club Committee each term. The Club Secretary/Committee will arrange for a list of approved organisations to be maintained. This does not preclude the Authorising Officer from referring sensitive applications to the full Club Committee at his/her/their discretion.

3. Administration of Lettings

1. **General**
The Club recognises that it would be impossible for them to personally vet every applicant or organisation who wish to make use of the Club's premises. Accordingly they have delegated the authority to accept applications for hire to the following persons: The Authorising Officers: Astro booking officer, Club Secretary, Club Chair
2. **Variations**
No member of the Club is allowed to vary the terms and conditions under which the club premises are hired to either individuals or organisations nor to deviate from the Club's published charging policy.
3. **Lettings Documentation**
All formal hiring of the Club's premises, including those for which no charge, is made shall be properly documented. All hirers **must** complete a lettings of hire agreement (Form LET 1) and are to receive a copy of the conditions of hire. The hire agreement is a contract which the Club may enforce at law.
4. **Scale of Charges**
 - a. In arriving at their scale of charges the Committee have followed these principles:
 1. that Bideford and Blues and Appledore JFC members users will only be charged where additional fees have been incurred such as out of hours for caretaking and security or cleaning.
 2. that commercial users will be charged on a cost plus an income margin for the Club;
 3. that there will be parity of treatment for similar users;
 4. that overall the cost of letting facilities will be recovered from users.
 - b. For the purpose of charging the Authorising Officer is empowered to determine to which group any particular individual or organisation belongs. The basis of charging will be determined by the purpose for which a letting is arranged.
 - c. The scale of charges forms Appendix III to this policy statement.
4. **Minimum charges and deposits**
 - a. The minimum hire period will be one (1) hours.
 - b. The Committee reserves 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.
5. **Cancellations**
The Committee will seek to recover any cost incurred by the Club that are unavoidable and result directly from the cancellation of a letting. Details of the charges are on the first page of the booking form.
6. **Payment methods**
The Club is mindful of its responsibilities in safeguarding the Club from bad debt. Therefore payment at the time of booking is the norm. Cheques or cash are both acceptable. In all cases where cash or cheques are paid over then an official receipt must be issued. Cheques should be made payable to Bideford Blues and Appledore JFC.

7. **Extension of Credit**

The Committee 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 Club reserves the right to withdraw credit facilities where prompt payment is not received. In all cases where credit is extended, an official Bideford Blues and Appledore JFC invoice will be issued. The Committee will not normally extend credit for lettings where the invoice value is less than fifty pounds (£50). The Committee have chosen to delegate the approval of credit facilities to the Authorising Officer who is to maintain a list for the guidance of administrative staff. In all cases where credit is advanced the invoice is to be raised at the time of booking. There may be an additional charge for an invoice to be raised, please see charing appendix.

8. **Security**

There will not always be a caretaker on the premises. It is the responsibility of the hirer to secure the premises after use, to ensure no litter is left and to report any damage. Any damages will have to be paid for, at the discretion of the Club. Failure to comply with the above will result in exclusion from using the premises.

9. **Review of Policy**

The Club will review the policy each year in the month of June and the scale of hire charges for the forthcoming year will also be reviewed and updated.

Appendix 2

Bideford Blues and Appledore JFC

Letting of Premises and Grounds

Terms of contract comprised in undermentioned conditions and hire form

NB References in this form to the Club shall in relation to Club premises be construed as references to the Committee of that Club. The law which applies is the law of England.

Application and Fees

1. The signatory of the application shall be the hirer. Where a promoting organisation is named in the application, that organisation shall also be considered the hirer and shall be jointly and severally liable hereunder with the signatory. ***(The application may be agreed via email or other social media platform as arranged by the Authorising Officer.)***
2. The fee payable for the hiring shall be calculated in accordance with the scale of charges published by the Committee. The Committee reserve the right to alter or revise these charges at any time.
3. The fee for an occasional hiring shall be paid to the person authorising the hiring within five days of such hiring being approved and upon receipt of such fee the hiring shall stand confirmed subject to the provision of condition 4. In the case of a long-term letting the Committee of the hired premises may at their discretion permit the periodic payment of hire charges In arrear, as agreed by the Authorising Officer.

Cancellation

4. The Committee or their agent(s) acting on their behalf must reserve the right, having good reason, at any time without notice to cancel a hiring or withdraw permission for the hirer to occupy any part of the hired premises on any particular date. In such event the Committee shall not incur any liability whatsoever to the hirer other than for return of any fee or the appropriate part of any fee paid in respect of the hiring.
5. If the hirer shall cancel the hiring of the premises then the Committee shall be entitled to retain or demand as the case may be the whole of the fee paid in respect of such cancelled hiring PROVIDED THAT if notice of such cancellation is received at least seven days prior to the date of the hiring the fee will be refunded or remitted to the hirer subject only to any necessary deduction or payment in respect of expense already incurred by the Committee or the Club in respect of that hiring.

Furniture and Equipment

6. The hirer's use of the clubhouse shall be deemed to include the use of chairs and tables only. The hirer's use of the pitch and/or astro shall be for the ground, goalposts and nets only. Use of any other equipment should be via a request to, and approval by, the Committee. Where additional equipment is required by the hirer this will be subject to an additional charge according to the Committee's published scale. Note: goal nets may need to be put away properly after use.

Kitchen Facilities

7. Kitchen facilities and facilities for the preparation of refreshment are not included in the hiring unless prior consent for the use of such facilities has been given by the Committee who will have consulted the catering contractor to arrange for such use at all times to be supervised adequately.

Health, Safety and condition of Premises

8. The club's insurers have advised that a risk assessment of the astro is undertaken regularly, with results recorded. Advice suggests that the surface is deemed dangerous 'if a foot can get under the carpet' when playing on the astro. Worn surfaces were not deemed dangerous.
9. The hirer/hirers shall during the hiring be responsible for:
 - (a) *taking all measures necessary to ensure that the permitted number of persons using the hired premises is not exceeded;*
 - (b) *the efficient supervision of the hired premises and for the orderly use thereof including the observance of the Committee's policy on smoking on Club premises; (note there is no smoking allowed on the astro or in the building: there are designated smoking areas available)*
 - (c) *ensuring that all doors giving egress from the hired premises are kept unfastened and unobstructed and that no obstruction is placed or allowed to remain in any corridor giving access to the hired premises;*

- (d) *ensuring that all proper safety measures are taken for the protection of the users of the premises and equipment including adequate adult supervision where young people are concerned,*
 - (e) *familiarising themselves with the locations of the fire-fighting equipment and the establishment's exit routes;*
 - (f) *ascertaining the location of the nearest emergency telephone (in the referee's room);*
 - (g) *the provision of a suitable first-aid kit (in the cupboard under the sink)*
 - (h) *compliance with the Food Safety Act where catering facilities are involved.*
10. The hirer shall at the end of the hiring be responsible for:
- (a) *ensuring that the hired premises are vacated promptly and quietly.*
 - (b) *ensuring that the hired premises are left in a safe and secure condition and in a clean and tidy state.* Failure to comply with these conditions may lead to additional charges.
 - (c) *Any breakages/damages should be reported to the Club immediately*
11. (a) No nails, tacks, screws, or other like objects shall be driven into any part of the hired premises nor shall any placards, decorations or other articles be fixed thereto.
- (b) No alterations or additions to any electrical installations either permanent or temporary on the hired premises may be made without the written consent of the Committee. Electrical apparatus must be switched off after use and plugs removed from sockets.
12. The hirer shall not permit or suffer any damage to be done to the hired premises or any furniture or equipment therein and shall make good to the satisfaction of the Committee and pay for any damage thereto (including accidental damage) caused by any act or neglect by himself, his agents or any person on the hired premises by reason of the use thereof by the hirer.
13. It is understood and agreed that the Committee expect the hirer, not to allow activities where participation could result in any person being put in danger of suffering injury, loss or damage.
14. Except in so far as the Unfair Contract Terms Act, 1977 (or any statutory modification or re-enactment of it) otherwise requires, neither the Club nor Committee acting on its behalf will be responsible or liable in any way whatsoever or to any person whatsoever (and whether or not there shall be any negligence by its servants or agents) in respect of:
- a. any damage or loss of any property brought on to or left upon the hired premises either by the hirer or by any other person;
 - b. any loss or injury which may be incurred by or done by or happen to the hirer or any person resorting to the hired premises by reason of the use thereof by the hirer;
 - c. any loss to breakdown or machinery, failure of electrical supply, fire, flood or government restriction which may cause the hiring to be interrupted or cancelled,

and the hirer shall be responsible for and shall indemnify the Club, its servants and agents against all claims, demands, actions and costs arising from the hirer's use of the hired premises or from any loss, damage or injury suffered by any person arising in any manner whatsoever out of the use of the hired premises by the hirer.

Licences

15. The hired premises shall not be used for the sale or supply of intoxicating liquor, or the holding of any public entertainment, theatrical performance, film exhibition, lottery or other similar function without the consent of the Committee, and such consent shall be subject to the hirer first obtaining the necessary licence or permission required under current legislation, and producing this for the scrutiny of the Committee if required.
16. The hired premises shall not be used for any betting, gaming or gambling.
17. The hirer shall indemnify the Club against any infringement of copyright which may occur during the hiring.

Notice to discontinue use of grass pitch

18. The committee will give reasonable notice of termination of use of bottom pitches. Reasonable notice can be considered to be 18 months to allow teams to inform the League and find an alternative venue. By the same token clubs choosing to discontinue using the venue should give reasonable notice. However, if there is deemed to be misuse of the pitch, a team can be given 30 days to remedy any issues or immediate termination of use

General

19. The right of entry to the hired premises at any time during the hiring is reserved for authorised officers and Club Committee members.

20. The hirer shall comply with all reasonable requirements of the Club and of the hired premises.

21. The hirer shall not sub-let the hired premises or any part thereof and in the event of this condition being breached or any threat thereof then the hiring will be cancelled, the charges forfeited and the hirer and sub-hirer excluded from the hired premises.

22. Any notice or necessary action required in respect of this hiring may be undertaken by a *representative of the Committee*.

Astro use: Recommended footwear is boots with moulded studs or astro trainers. Boots with metal studs, blades or flat soled trainers **should not** be worn.

Appendix 3

Scale of charges

To be reviewed annually and increased in line with inflation.

Priority Usage

The Committee have adopted the following categories of priority users:

1. **Bideford Blues and Appledore JFC users:** will be free of charge except for costs required to recharge due to security charges.
2. **Designated users:** Education activities, regular community group users, non profit making sports courses for school age children, Devon FA, other local groups that the Committee consider fall into this category
3. **Casual users:** casual users, commercial users, those who are not Statutory or Designated users

Collection of keys:

Arrangements to collect keys to be made with the Astro bookings administrator (currently Pete Yarde) who will arrange payment details (If opening or closing is required there will be an additional fee of £10)

Lettings Charges 1st August 2020 – 30th July 2021 and on-going

ROOMS / AREA	Designated Users (rates per hour)	Casual Users (rates per hour)
Astro hire	£30.00	£30.00
Senior pitch including Changing Rooms & Showers (weather dependant)	£35.00 per match	£35.00
Junior pitch including Changing rooms and showers (weather dependant)	£15.00 per match/hour	£15.00
Birthday parties including Clubhouse and astro (up to 3 hours including preparation and clearing up time)	£50 from 1.01.14	£60 from 1.01.14
Clubhouse only	£30 per three hours	£30 per three hours
Security caretaking		
Additional caretaking, cleaning		
Schools can book the facility at a negotiated discounted price.		
Devon FA hire of whole facility per day (clubhouse and astro)	£150 (increased from £130 two years ago) May need to review in light of extra cleaning costs as a result of COVID)	
Holiday courses run by non-profit making organisations at 50% of the above rates.		

- As the club is run entirely by unpaid volunteers there is no caretaker on site. It is the responsibility of the hirer to leave the facility secure and clean and tidy after use.
- There is a concessionary rate of 50% less for youth groups solely under 18 years of age and non-profit making.
- Booking for £30 or under will require payment in advance, cheques to be made payable to Bideford Blues and Appledore JFC and returned with the booking form to the school finance office.