



TODMORDEN LEARNING CENTRE AND COMMUNITY HUB LTD (TLCCH)

POLICIES AND PROCEDURES

LETTINGS POLICY AND TERMS AND CONDITIONS

1 Background

Todmorden Learning Centre and Community Hub (TLCCH) is centrally located in Todmorden and easily accessible by both bus and train. It is one of the few community buildings in Todmorden which has full disabled access via lifts, car parking for 20 cars and a level access ramp. TLCCH is able to accommodate conferences and events as well as offering leases for some rooms and hires by the hour, session or day for others. The facilities include a hall with a stage area and sprung floor, a gym with a sprung floor, workshop areas with cement floors and rooms which can be used for classes and meetings.

TLCCH aims to be a multi-use, multi-generational community learning centre and hub which is widely used by the people of Todmorden, and those further afield. It is a resource to build on and ensure local facilities for learning, to increase environmental knowledge and skills, to build community, to be a catalyst for volunteer projects and to foster partnerships with groups locally, nationally and internationally, and to increase social provision.

The objects of the TLCCH, included within the Constitution are to:

- (a) Promote sustainable development for the benefit of the public by advancing the education of the public in subjects relating to sustainable development and the protection, enhancement and rehabilitation of the environment and to promote study and research in the subjects of:
 - (i) the practical skills and science of building with natural materials and the renovation of historical buildings;
 - (ii) the practical skills and science of small-scale agriculture and horticulture in order to live within and rehabilitate the natural environment;
 - (iii) the practical skills and science of small-scale energy production; by means of practical teaching courses, seminars, conferences, and publications.

Sustainable development means “development which meets the needs of the present without compromising the ability of future generations to meet their own needs.”

- (b) The provision and maintenance of facilities for the use of the inhabitants of Todmorden without distinction of political, religious or other opinions, including use for:
 - (i) meetings, lectures and classes, and
 - (ii) other forms of recreation and leisure-time occupation, with the object of improving the conditions of life for the inhabitants.
- (c) To help young people, especially but not exclusively through leisure time activities, so as to develop their capabilities that they may grow to full maturity as individuals and members of society.

2 Leasing and Hiring of Facilities

Facilities will be made available for leasing and hiring to tenants who meet our objects, and many if not all of the following criteria:

- a. An educational objective
- b. A socially or environmentally beneficial objective
- c. Brings something that would benefit TLCCH as a whole
- d. Brings something that would benefit Todmorden or its people
- e. Is able to comply with the TLCCH policies and procedures as applicable.
- f. A track record of financial competence

2.1. Letting Process

- 2.1.1. Agreements to lease or hire space in the TLCCH will be in line with the objects of the Society at its discretion.
- 2.1.2. Decisions will be made by delegated staff or by a Panel appointed by the Board. Appeals against Panel decisions will be dealt with by the Board and will be final.

- 2.1.3. The panel will comprise of a member of the Board (until a Manager has been appointed) and two other representatives chosen from Society members who have no Conflict of Interest.
- 2.1.4. Applications for leasing and hiring of space can be made at any time and will be reviewed by the Board at its next agreed meeting.
- 2.1.5. An application does not guarantee acceptance.
- 2.1.6. Priority in leasing and hiring space in the TLCCH will, as above, be given to organisations and activities who best fit the objects of the Society.

2.2. Fees and charges

Current fees and charges for September 2018 to September 2019 (subject to alteration if required by the Board) are available on request. This will also be available on the website.

2.3. Safe-Guarding Policy

Anyone leasing or hiring TLCCH facilities must comply with the TLCCH Safe-Guarding Policy which they will be provided with.

2.4. Long Term Room Leasing

Long-term tenants will be invoiced on a monthly basis, on the first week of the month and payment will be due within 21 days. Repeated failure to pay invoices on the due date will result in loss of credit and/or lease arrangements being cancelled.

2.5. Cancellations

Any changes or cancellation must be received in writing or email. Long term tenants will be asked to give notice in accordance with the terms of each specific lease.

2.6. Sub-letting

Sub-letting of any room within the TLCCH is strictly prohibited without the express written permission of the Board.

3 Regular Room Hire

Regular hirers will be invoiced on monthly basis where appropriate. Invoices will be sent on the first week of each month and payment will be due within fourteen days. Repeated failure to pay invoices on the due date will result in loss of credit and/or lease arrangements being cancelled.

3.1. Cancellation of Lettings and Hires by the User

Any changes or cancellation must be received in writing or email. One month's notice is required in writing to cancel a long-term hire or lease, but individual weeks can be altered with 14 days' notice. Failure to do so will result in the tenant/hirer being charged at the full rate. If the TLCCH is not vacated at the time agreed in the booking, or is left in an unusable state, then a charge of £100 will be made to compensate for additional staff time and cleaning.

3.2. Sub-letting

Sub-letting of any room within the Todmorden Learning Centre and Community Hub is strictly prohibited without the express written permission of the Board.

4 One- off Room Hire

Short term room hire can be arranged by submitting a booking form (available electronically). Payment in full is normally made at the time of the booking.

If the TLCCH is not vacated at the time agreed in the booking, or is left in an unusable state, then a charge of £100 will be made to compensate for additional staff time and cleaning.

4.1. Cancellations by Customers

Any changes or cancellation must be received in writing or by email. Short term hirers will be asked to give at least seven days cancellation notice. Failure to do so will result in the hirer being charged at the full rate.

4.2. Cancellation by the TLCCH

The Board, or employee with authority from the Board may cancel a hiring if the facilities are required for any purpose in connection with a European, Parliamentary or local government election, emergency planning. This will also be the case if the facilities are rendered unfit for use, and/or essential maintenance and repair work needs to be carried out or if TLCCH is unable to provide adequate staff cover due to bad weather. If the hiring is cancelled for any such reason, the Board, or employee with authority delegated by the Board, will give to the Hirer the maximum practicable notice and refund the charges [if already paid] but will not otherwise be liable to the Hirer. The Hirer hereby agrees in both cases to accept the same and to have consent to such cancellation, and to have no claim at law or in equity for any loss or damage in consequence thereof.

5 Conduct of Those Leasing and Hiring Facilities

5.1. Respect for Other Users of TLCCH

All lessees and hirers will be asked to show respect at all times for all others using the TLCCH, staff and the property itself. Children accompanying adults during any activities must not be left unattended at any time.

5.2. Authorised Use

The TLCCH shall not be used for any purpose other than that duly authorised in advance by the Board. The Lessee or Hirer is responsible for effective supervision of the activities in the premises during the hire period, for the prevention of disorderly or unlawful behaviour and for ensuring no nuisance arises to the TLCCH or other users of the TLCCH or to residents in the vicinity by noise in particular. Failure to meet with these requirements may result in cancellation of further bookings.

5.3. Security

Persons or organisations leasing or hiring facilities from TLCCH must ensure that appropriate measures are taken to ensure security of their guests and TLCCH users before any function takes place.

In the event of any security problem (e.g. fighting) which TLCCH staff feel is posing a threat and is not being adequately dealt with by lessee/hirers, the police will be informed.

5.4. Smoking

No smoking is allowed anywhere within the building. To comply with current legislation governing premises with eating facilities, smokers are required to stand at least 15ft. away from the TLCCH entrance. Lessees and Hirers are responsible for informing their groups/participants of this policy.

5.5. Classes

Organisers of courses or lessons held within the TLCCH are responsible for ensuring that tutors have appropriate qualifications and that all necessary insurance is in place.

5.6. Health and Safety

Anyone leasing or hiring TLCCH facilities must comply with the TLCCH Health and Safety Policy which they will be provided with.

Please note that groups with people with mobility issues in attendance must make the necessary arrangements to ensure their safety in case of fire. If any participant in any group may potentially need to use the evacuation chair in an emergency, this must be communicated in writing before the hiring or leasing commences.

5.7. Damage

The Lessee or Hirer shall immediately report to the Board any damage existing at the commencement of the period of hire. The Lessee or Hirer shall be responsible for and shall pay to TLCCH on demand the amount of any damage done or occasioned to the premises or to the fixtures, fittings, apparatus, equipment (including sound, lighting and projection), furniture or to other contents thereof during the use of the premises by them; or if the building is left unlocked or unattended and damage results. The amount of such damage shall be certified by the Board whose decision shall be final.

No tape or fixings that damage the decoration or paintwork can be used in the TLCCH.

5.8. Indemnity and Insurance

The Lessee or Hirer shall indemnify TLCCH from and against any claim for damages, costs or expenses that may be made against the TLCCH in respect of any personal injury or loss of or damage to property in consequence of the lease/hire.

The TLCCH shall not be liable for any loss due to any cause beyond its control including failure of supply of electricity, leakage of water, fire, government restriction or any other Act of God which may cause the premises to be temporarily closed or may cause the hiring to be interrupted or cancelled.

For block bookings the Hirer shall maintain throughout the period of hire, a policy of insurance effected with a reputable insurance company covering the Hirer against third party risks for a sum of not less than £5 million and will produce a copy of such policy to the TLCCH Development Manager at least 24 hours before the period of hire.

5.9. Gambling

No sweepstake, raffle or other form of lottery shall be promoted or held on the premises except such lotteries as are deemed to be not unlawful by virtue of any enactment relating to Gaming, Betting and Lotteries.

5.10. Catering

All refreshments brought onto the premises should not be stored longer than three hours before the start of a function. This requirement is necessary in the interests of food safety. Any waste food or rubbish generated by the hirer providing their own refreshment must be removed from the premises at the end of the function and deposited in the bins provided.

Propane Gas, Barbecues, Portable stoves or any other cooking/heating equipment is not permitted on site at any time.

5.11. Photographs

Photographs of people taken at exclusive use events purely for personal use, or with express permission of attendees are permitted. Control of such photography is the responsibility of the Hirer.

Photographs including people in other circumstances can only be taken with the permission of the TLCCH Manager or Board

5.12. Transfer of Hire

The right to use the TLCCH or equipment is not transferable.

5.13. Parking

Persons using the TLCCH's car parking facilities do so at their own risk and shall park in a manner so as not to cause any obstruction or nuisance to other users. Only cars displaying a valid disabled parking badge may park in marked disabled bays.

5.14. Lost Property

The TLCCH will not under any circumstances accept responsibility or liability in respect of any damage to or loss of any goods articles or property of any kind brought into or left at the TLCCH either by the lessee/hirer for their own purposes or by any other person.

5.15. Animals

No animals (except disability assistance dogs) shall be brought in to the premises except with the consent of the TLCCH Board.

5.16. Alcohol

Unless declared at the time of booking, alcohol cannot be brought onto the premises for consumption during private events.

If alcohol is to be sold on the premises, the hirer must obtain a Temporary Event Notice authorising the sale of alcohol. The Hirer must adhere to all regulations detailed on the Temporary Event Notice. A copy of the Temporary Event Notice should be taken to the TLCCH during the hire period for inspection by the TLCCH Board.

TLCCH Permitted Use:

- Community organisations
- School activities
- Childcare
- Health and well-being activities
- Environmental and social interest groups and activities
- Conferences
- Parties
- Practical workshops
- Arts and crafts classes
- Youth activities and after school programs
- Educational activities
- Physical exercise and recreational activities
- Elderly services
- Professional groups
- Arts groups, performing and visual
- Weddings (with appropriate licence)

TLCCH Uses not permitted

- Illegal activities
- Activities with adverse impacts on the building or TLCCH
- Activities that are discriminatory in nature
- Activities that contradict the strategic aims of TLCCH

Authorised By:

Name:

Signature:

Post:

Date of Authorisation of Issue One:

Date of Next Review: