



# **The Foxes' Den Café**

## **Letting Policy**

**Last Revision Date: 22 November 2018**

## 1. Introduction

- 1.1 The following document sets out the Lettings Policy in relation to the letting of The Foxes' Den Café. The policy will cover the hire of community space at The Foxes' Den Café including the community kitchen and toilets.
- 1.2 A Premises Hiring Agreement 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 25 (TBC).

## 2. Primary Intent

- 2.1 The Foxes' Den Café and community space form part of an important building in the local area and the owners of The Foxes' Den Café have the responsibility for maintaining them for business use, the enjoyment of all members of the local community, and for future generations.
- 2.2 The core function of the community space during the hours of 8am – 5pm Monday to Friday and 8am – 1pm on Saturdays, is to operate as a café. There may also be additional late-night opening where the space will function as a café, to support Foxes' Den Café run events.
- 2.3 The secondary core function of the premises is to act as a resource to the wider community of Binfield, through activities, sponsored activities by The Foxes' Den Café and suitable activities, which help to drive community cohesion. This can be either within the café operating hours, or outside operating hours.

## 3. Letting Restrictions

- 3.1 Our attitude towards an application for the use of The Foxes' Den premises will be a positive one. We will seek to encourage appropriate organisations to use the premises for meetings and activities.
- 3.2 The Foxes' Den Café will not discriminate on grounds of faith, race, sexuality or disability. The Foxes' Den Café is a space for people across a wide demographic. However, in extreme cases, The Foxes' Den Café reserves the right to review and refuse bookings. If a group or booking is deemed to represent values which are contrary to the purposes of building strong community cohesion and would have detrimental effects to the purpose of The Foxes' Den Café Community Interest Company status, then The Foxes' Den Café reserves the right to review and refuse letting request.
- 3.3 The Foxes' Den Café will not normally hire out the premises for any parties which will involve large groups of teenagers or young adults between the ages of 14 – 21.
- 3.4 Out of respect to our neighbours surrounding the premises, The Foxes' Den Café expect all users to conduct themselves in a reasonable and courteous manner whilst on the premises, and when leaving the premises. Lettings will not normally be taken for events likely to create **noise or other nuisance** to neighbours, e.g. where -inappropriately loud music is involved.

3.5 All events are to **finish in sufficient time for** the premises to be empty by **11pm**. 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. Please include set up and clear up time within your booking period.

#### **4. Charges**

4.1 The Foxes' Den Café will normally charge for the use of the premises by external organisations and private individuals; however, charges may be waived or reduced for charitable and social organisations and in exceptional circumstances at the discretion of The Foxes' Den Café and Binfield Parish Council.

4.2 Charges will be set at a reasonable rate, below full commercial value, consistent with covering costs and providing a modest contribution to maintenance costs. The schedule of Charges will be reviewed on an annual basis.

4.3 Binfield Parish Council reserve the right to book the premises for no charge for key activities and meetings set out in their Annual Parish Calendar of events for example the Annual Parish Meeting, the Binfield 10k, Arts Week, Switch on of Christmas Lights and/or other appropriate events

4.4 If the Hirer wishes to cancel the booking, The Foxes' Den Café may, at its absolute discretion, refund any fees paid, but shall be under no obligation to do so. The Foxes' Den Café reserves the right to cancel the booking if exceptional unforeseen circumstances arise and without a reason being given. In the event of The Foxes' Den Café cancelling the booking, all fees/deposits paid by the Hirer shall be refunded.

4.5 A refundable security deposit must be paid, the amount of which is set out in the Premises Hiring Agreement.

#### **5. Access and Security**

5.1 If there is no member of staff from The Foxes' Den Café present (or the hiring is taking place outside of normal operating hours), the serving area and any equipment in this area must not be used at any time and under any circumstance. This includes taking or opening the 'Grab and Go' Chiller fridge and food/drinks contained within. Any food and drinks placed in the fridges and freezers belonging to The Foxes' Den Café should not be used/consumed by the Hirer, unless it is in writing on the Premises Hiring Agreement form issued and signed by The Foxes' Den Café. The Foxes' Den Café cannot be held responsible for any health and safety incidents caused by the unauthorised use of equipment or consumption of food if point 5.1 of this policy is broken.

5.2 The Hirer is responsible for all setting up and putting away of any equipment used and any tables, chairs and equipment belonging to The Foxes' Den Café put back in its place, ready for the cafe to trade.

- 5.3 Any letting of the premises will require a responsible person to be present at all times 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.
- 5.4 If keys for The Foxes' Den Café is provided, then this must be safeguarded at all times and returned to The Foxes' Den Café 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 (and locked where appropriate), all lights switched off (including the toilets) and all doors locked, and alarms set at the end of the letting period.
- 5.5 The right is reserved for a representative of The Foxes' Den Café or Binfield Parish Council or their appointed officer to enter any part of the building at any time.

## **6. Health and Safety**

- 6.1 Whilst The Foxes' Den Café 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 (including any equipment brought into the premises) during the period of hire, including the presence of a suitably qualified First Aider if necessary. First Aid boxes are located in the Community Kitchen.

Any accident involving personal injury must be reported to The Foxes' Den Café to be recorded in the Accident Book located in the Café.

- 6.2 All entrances and exits must be kept clear at all times and the number of people attending must be declared at the time of booking to ensure that this does not exceed the maximum number allowed as follows: maximum capacity 75 without the reception area and 100 with the reception area.

The Hirer will be responsible for ensuring that Security, Fire and Health and Safety requirements are met.

- 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 and vaping policy** applies to the whole premises, including outdoor and indoor areas of the whole of the building and Parish Council offices. This includes the toilets. The premises are fitted with smoke alarms, which will be activated by cigarette smoke.
- 7.2 Alcohol cannot be sold in the building. The Hirer is not normally permitted to apply for Occasional Licences for the sale of intoxicating liquor in the building. However, if this is a requirement, the Hirer should speak to The Foxes' Den Café as soon as possible.
- 7.3 Only assistance dogs are permitted inside the building.
- 7.4 No adhesive or fixing material may be used which may damage the fabric of the premises.
- 7.5 Chewing gum is not allowed on the premises.
- 7.6 All rubbish must be disposed of in the correct bins provided. 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 Binfield Parish 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 Parish needs.
- 8.2 The Car Park is limited to 20 places including 2 designated disabled spaces and parking is strictly at the owner's risk. The Foxes' Den Café can accept no liability whatsoever for cars parked in the Car Park. Cars parked in the Parish Office Car Park are done so at the owner's risk.
- 8.3 As the venue is located in a residential area, care must be taken when parking on roadsides and outside resident's homes. Please do not block residential driveways, park on verges or grassed areas and please park so that other vehicles can pass safely. Ensure that there is space for emergency vehicles to pass.
- 8.4 There is a pay and display car park (using number plate recognition technology) very near vicinity of the venue at Oakmede shops. This is free after 6pm.

## **9. Responsibilities**

- 9.1 The Foxes' Den Café 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 person 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, and upon leaving 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.
- 9.5 The Hirer agrees to indemnify The Foxes' Den Café 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 Community Kitchen in the premises must be separately approved. The kitchen may be used for the preparation of hot and cold food and drink. It will be the responsibility of the Hirer to provide the materials unless agreed otherwise in the Premises Hiring Agreement. It is the responsibility of an external Hirer to ensure that any persons using the kitchens are aware of the requirements of the relevant Food Hygiene Regulations and Food Safety Act Codes of Practice. It is the responsibility of the Hirer to ensure that allergen awareness and allergen due diligence procedures are followed. The Foxes' Den Café cannot be held responsible for any allergen related incidents and the responsibility for this lies with the Hirer. 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.

## **11. Insurance**

- 11.1 It is the responsibility of the Hirer to effect whatever insurance he/she requires to cover his/her liabilities. Insurance effected by The Foxes' Den Café does not extend to a Hirer's liabilities. The Foxes' Den Café 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 Foxes' Den Café is covered by a PPR/PPS music licence. The Hirer must comply with any legal requirement concerning music, singing and dancing licences, theatre licences and copyright.
- 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.

## **13. Social Media/PR/advertising and Data Protection.**

- 13.1 The Foxes' Den Café where relevant and with prior approval from the Hirer, will advertise community events on its website, Binfield Parish Website, Parish notice boards and on

Facebook, Instagram/Twitter and LinkedIn. Other social media sites may also be considered where appropriate.

- 13.2 The Foxes' Den Café, with prior approval, may use images from events and activities on their social media channels for marketing, PR and advertising purposes.
- 13.3 It is the responsibility of the Hirer to ensure that all legal compliances are met with regards to taking and sharing images at events on the premises, when using images on their own social media channels.
- 13.4 The Foxes' Den Café will only collect and store information and data for the sole purpose of record keeping of Hiring parties. Personal contact details will be kept secure. Details will not be shared or sold to any 3<sup>rd</sup> party organisations. The Foxes' Den Café will seek consent before adding personal emails to any email that are sent for marketing, advertising and PR purposes. The Foxes' Den Café will follow the rules of 2018 General Data Protection Regulation act.

#### **14. Compliance**

- 14.1 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 Foxes' Den Cafe to be just cause for immediate cancellation of any letting or series of lettings and may result in forfeiture of the entire security deposit.

#### **15. Administration**

- 15.1 Bookings of the premises will be administered by The Foxes' Den Café. This includes the acceptance and declining of bookings in consultation with Binfield Parish Council and with reference to current legislation if necessary.
- 15.2 This Lettings Policy will be reviewed annually by both The Foxes' Den Café and Binfield Parish Council.