Farncombe Community Garden
Growing Community Wellbeing

LETTINGS POLICY

1.0 Introduction

Farncombe Community Garden (FCG) regards the garden buildings and grounds as a community asset and will make every reasonable effort to enable them to be used as much as possible. The garden's overriding aim, however, is to provide facilities which enable gardening and nature activities to promote physical and mental wellbeing, and any lettings of the premises to outside organisations will be considered with this in mind.
A charge may be levied to meet the additional costs incurred by FCG in respect of any lettings of the premises.

2.0 Policy Statement

- The needs of FCG shall be given priority for any letting.
- The Management Team has the right to refuse any request for hiring.
- All lettings must have a current lettings agreement in place, signed by both parties.
- Use of the FCG premises by FCG or on behalf of FCG (e.g. Open garden sessions) is not subject to the charging elements of this policy.
- The acceptance of an application to use FCG's facilities does not imply support for the views expressed by the individual or group.
- No person wishing to let the garden premises will be discriminated against on the basis of race, ethnicity, age, culture, gender, sexual orientation, ability or religious belief.
- FCG will not hire the garden if the proposed activities are believed to be illegal, political or contrary to the values of FCG.

3.0 Definitions

A letting may be defined as "any use of the garden premises (buildings and grounds) by either a community group (such as local youth service), or a commercial organisation (such as the local branch of Weight Watchers)".

A letting must not interfere with the primary activity of the garden, which is to provide gardening activities and facilities for people to enhance their wellbeing.
The 'hirer' is 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, and ensuring the terms and conditions are adhered to.

Single lettings are those where an individual or organisation wishes to hire facilities on a one-off basis. These lettings are still subject to a formal lettings agreement and follow the same principles as a continuous letting.
Continuous lettings are those that run for a number of weeks or terms.

4.0 Facilities available for hire

- Building with kitchen area, including a sink, fridge & kettle.

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5.0 Charges for a Letting

The Management Team are responsible for setting charges for the letting of the garden premises. The charging structure will be reviewed annually. For continuous lettings, hirers will be given at least 3 months' notice of any changes in fees or conditions of hire.

Payment of invoices is by BACS, and due on receipt.

When setting charges, the following will be considered:

- Heating and lighting costs.
- Additional security or caretaking staff required.
- Cleaning costs.
- Administrative costs.
- Cost of equipment hire and/or equipment wear and tear.
- Affordability and current hire rates for local community spaces.

The level of charge made should be set to cover the costs to FCG. A refundable deposit may be requested for certain lettings.
The minimum hire period is 2 hours.

It is the discretion of the Management Team to waive any charges, particularly when working with other local charities and community groups.

6.0 Management and Administration of Lettings

- The Management Team is responsible for the overall management of lettings.
- All lettings (even those where no charge is made) must be subject to approval.
- Applications for lettings should be submitted to the FCG email using form in Appendix 1.
- All applications will be considered on their own merits, taking into consideration the suitability of the activity and potential impact to FCG and other hirers.
- When making an application for a letting, the hirer must sign to confirm that they have read and agree to the terms & conditions of hire, set out in Appendix 2.
- Upon approval of the letting, FCG will issue a confirmation email, which will detail the terms of the letting.
- A letting is only confirmed when the approval email is issued to the hirer, and no advertising of an activity or event should be undertaken by the hirer until this approval is received.
- The person applying to hire the premises will be invoiced for the cost of the letting, in accordance with the garden's charges.

Appendix 1

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APPLICATION FOR USE OF GARDEN PREMISES

Part 1:

Name of Applicant:	
Name of Group/Club/Association:	
Address of Applicant:	
Phone no:	**Email:**
Additional contact name & phone no: *(in case of emergency)*	

Part 2:

Purpose of Hire: **Hire garden only** **Building only** **Both**			
Full Year	**Term Time Only**	**One-off Booking**	**Other** *(please specify)*

Day of Week	**Start Date**	**End Date**	**Start Time**	**End Time**

** If you require multiple dates and/or times please give details on a separate sheet*

Part 3:

Additional information:		
Do you have public liability insurance? *(you will be required to provide a copy before letting is approved)*	Yes	No
Will the general public be admitted?	Yes	No
If Yes, what is the approximate number of attendees?		
Any additional requirements:		

Part 4:

- I confirm that I have read and agree to be bound by the terms and conditions of use for the garden premises.
- I agree to be responsible for the payment of all fees charged in respect of this letting.

Signature of applicant Date

Appendix 2

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TERMS AND CONDITIONS OF USE FOR GARDEN PREMISES

Booking

- All hirers must be covered by Public Liability Insurance with a minimum limit of indemnity of £5 million. This must be provided for verification. A copy of the policy will be taken and held on file.
- The hirer should be a named individual and the agreement will be in their name. The lettings 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 garden to them or of creating any tenancy between the garden and the hirer.
- The hirer must not sub-let to another party.
- Amendments to lettings can only be made via submission of a new application form and will be subject to the normal approval process.
- If the hirer wishes to cancel the booking before the date of the event, they must do so by email.
- Farncombe Community Garden (FCG) reserves the right to cancel the booking by email to the hirer if the premises become unfit for use.
- For long-term hirers, Farncombe Community Garden will usually review the contract with the hirer every 3 months.
- Farncombe Community Garden reserves the right to cancel the booking if the proposed activities are found to be illegal, political or contrary to the values of FCG.

Payment

- A refundable deposit may be requested for certain lettings.
- Payments for one-off lettings must be made in advance.
- The hirer is responsible for the cost of repair or replacement resulting from any loss or damage to the garden premises or equipment during the hiring (including all equipment or property), however caused or of whatever nature. All damage and/or accidents should be notified to the garden management team immediately.
- Failure to make payments relating to a lettings agreement may result in termination of the agreement.

Health & Safety

- Farncombe Community Garden will provide the hirer with the premises in good order and will endeavour to give good notice of any unforeseen changes in availability.
- The premises must be returned in the same condition and vacated not later than the time booked.
- Smoking is not permitted on any part of the garden premises.
- The garden does not allow dogs (except assistance dogs) on its premises.
- The hirer must ensure the immediate evacuation of the premises if an alarm is triggered or when requested to do so by any member of the management team or the police or other emergency service in case of fire or other incident in any part of the premises or in or on any neighbouring land or premises or when any fire or other emergency drill is being carried out on the premises.

- The hirer must become familiar with the location of the fire exits, fire extinguishers & first aid box.
- Any accidents while on site should be noted in the Accident book & reported to FCG.

Security of the premises

- The hirer is responsible for ensuring that no unauthorised persons enter the premises during the hours of use and to ensure the premises have been fully vacated at the end of each use.
- Entrance to the garden will be via the main entrance, unless otherwise directed, which will be opened by FCG at an agreed time. The garden keys will not be available to the hirer without prior agreement and this may require a returnable deposit to be made by the hirer. It will be the responsibility of the hirer to ensure that the garden premises are secure during the time they are in use.

Restrictions on hiring

- No intoxicating liquor may be brought onto or consumed on the premises during or in connection with any lettings unless with prior approval. Where approval is granted and the sale of alcohol will take place, the responsibility for obtaining the necessary licence lies solely with the hirer, who must provide evidence to FCG in advance of the letting.
- In the case of lettings for music, singing, dancing, or stage plays, the entertainment must be for a closed organisation such as a society or club or by invitation only. There must be no infringement of copyright, and in the case of musical entertainment the requirements of the Performing Right Society must be fulfilled.
- FCG reserves the right to reject lettings applications.
- FCG reserves the right to withdraw permission to use certain areas of the garden when such areas are unfit for use.

Leaving the garden

Building

- Please ensure surfaces & the floor are left clean – cleaning equipment is available in the kitchen area & office.
- Please wash & return any used crockery & cutlery.
- Please use the recycling & waste bin in the kitchen.
- Please return the building key to the key safe or member of FCG.

Garden

- Please ensure all tools are put back where they were found.
- Please ensure the 2 garden taps are turned off.
- Please ensure the toilet tap is off & the door closed.
- Please ensure that the polytunnel & greenhouse door are closed unless open when arrived.
- Check everyone has left the garden.

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- Lock the 2 gates & scramble the locks