

Use of Space Policy

LONG ASHTON COMMUNITY ASSOCIATION (LACA)

Policy on use of spaces

1. Introduction

This document sets out the Trustees' policy on the availability and management of user hired spaces within the Long Ashton Community Centre (LACC). In setting this policy the Trustees must balance the needs of different users to try and satisfy all users, to be fair and impartial in their decisions, and to promote the objects of the charity, but not act as censors by deciding on what is appropriate for the community. The Trustees want to make it as easy as possible for the community to use the spaces in the Community Centre and ensure that they are available equally to any qualifying person or organisation for an appropriate purpose.

The Trustees have also paid careful attention to the need for users to find the space they have hired ready for them at the start of the hire period and left ready for the next user at the end.

This policy covers the use of all spaces including those by Regular Users. The bowls club, football club and youth club are examples of users which would be classed as Regular Users.

2. Policy details

2.1 Any person(s) or organisation may hire space(s) provided that the organisation is not banned in law and the use is for purposes which are

- lawful; and
- are covered by LACA's insurance for the Centre; and
- meet any regulatory requirements of North Somerset Council or any other competent body authorised to set conditions for use of the space(s).

A request to hire will be refused if the trustees decide that the purpose is incompatible with the objects of the Charity or is likely to be used to promote

violence, indecency, terrorism, hate, division, offence, discrimination, impact the dignity of, disparage, mock, insult, harass, victimise or bully anyone on any grounds.

The objects are in appendix A

2.2 Spaces can be hired subject to the terms and conditions of hire prevailing at the time that the space is used.

2.3 Spaces are hired on a 'first come first served' basis. Occasionally it will be necessary to change a booking to avoid a clash. It is at the Centre Manager's discretion how this is managed subject to the guiding principles that organisations and individuals who are registered in or work or live within the civil parish would usually have priority over those who aren't, with priority given to a community charity or organisation whose activity benefitted more people.

2.4 Subject to availability spaces can be hired individually or as a group seven days a week except for Christmas Day to 30 December from 8.00am to Midnight or longer by arrangement.

2.5 No user or organisation "owns" a space. This is fundamental to the Trustees discharging their duty of impartiality. Any existing rights whether perceived or actual will only be considered if they are legally binding and included in a separate written agreement between the user and LACA.

2.6 Where restricted gifts have been used to invest in the premises and infrastructure of any part of the Community Centre, they will not entitle the recipient user to the exclusive or preferential use of the space except where specifically agreed in writing with the Trustees, nor does it exclude any other organisation having rights to use the space on an equal basis.

2.7 Any restricted gifts to users for 'investment in their space' will only be permitted by the Trustees on condition that the gift will not be able to 'purchase' preferential rights or treatment for the user, but will be for the benefit of all users and not to the detriment of anyone.

2.8 The state of a space when not in use is defined, and that is how it must be at the start and end of the hire period. What happens during the hire period is for the user to decide subject to the prevailing terms and condition of hire and of not introducing a hazard or causing a breach of law (eg blocking a fire exit)

2.9 From time to time LACC may introduce changes in layout, equipment and furniture in a space to ensure it remains suitable for as wide a range of users as possible. Where appropriate and possible LACC will aim to warn users of any such changes in a space in advance.

2.10 The use of storage space, both ambient and low temperature, will be agreed by the Centre Manager with the user before use. This will cover the amount of space allocated and what is stored there. In the case of perishable items which have a limited life the user is responsible for regular checking of condition and disposal as necessary at its expense.

2.11 LACC will have a copy of every key or access code. For any lock to which LACC does not have a key or access code and one has not supplied within a week after request, LACC will have the right to remove the lock using whatever means it thinks fit and LACC will not be liable to the organisation for damage, consequences, or compensation.

2.12 The use of furniture, equipment or other items for a user's exclusive use, which is not kept in a secured store when not in use, must first be agreed with the Centre Manager. A notice will be displayed as necessary to advise other users.

2.13 There will be a periodic review of this policy, the setup for each space (see clause 3) and any long term personalisation agreement for each space to accommodate changes in circumstances which LACC may introduce from time to time.

2.14 This policy will form part of the terms and conditions of hire.

3. Setup on hire and return of a space (Setup)

3.1 Each space will have its setup on hire and return specified (setup) which will define the configuration, condition, state and layout of the space, equipment and equipment in which a user can expect to find it and to which the user must return it unless agreed otherwise with the Centre Manager. This will apply whether or not the space has a Regular User.

3.2 Where a space has Regular Users the setup will be discussed with the Regular Users, and this will be periodically reviewed to reflect changes in prevailing circumstances. The setup will take account of any agreed long term personalisation.

3.3 The setup will be documented including photographs if appropriate, and a copy of the documentation will be displayed on a wall in each space or left in a folder.

3.4 Users of that space must then ensure that they leave the space as defined in the setup.

3.5 What is not left in the space will be kept in one or more storage location provided by the LACC for that user. If it is lockable, both the LACC and the Regular User will have a key or the lock combination

3.6 Set up and clear down times are included in the hire period unless agreed otherwise.

4. Short term personalisation of spaces for duration of use only

Personalisation of spaces by users for the duration of a hire is welcomed subject to:

- (a) only happening at the start of the period of use;
- (b) being removed at the end of the period of use;
- (c) its removal not causing any damage to fabrics or any surfaces;
- (d) it not being a breach of the terms and conditions of hire;
- (e) it not causing a hazard or being unlawful as defined by any prevailing legislation (eg blocking a fire exit).

5. Long term personalisation of spaces

The Trustees recognise that some Regular Users will want to personalise a space on an ongoing basis between periods of use.

Spaces and their Regular Users include:

- (a) Jubilee Pavilion – bowls club – notice boards, locker rooms
- (b) Griffin lounge – football club
- (c) Café/club room – café, library/hub & youth group

Examples of personalisation include leaving in place notice board, pictures and posters, and supplying their own equipment. When this is agreed with the Centre Manager, it will be subject to:

- 5.1 Documenting the agreement in the setup or in a separate document stating the details of what is long term.
- 5.2 The personalisation does not hinder or detract from the use of the space by other users.
- 5.3 The Regular User must pay for a Portable Appliance Test (PAT test) for electrical equipment it uses. The tests will be arranged by the Centre Manager.
- 5.4 If another user subsequently becomes a Regular User of that space, the personalisation of the existing Regular User(s) may need to be changed to provide opportunities for the new Regular User.
- 5.5 Agreements will be subject to periodic review by the Centre Manager to ensure that they are still appropriate for the circumstances prevailing at the time.

6. Disputes

If there is disagreement between the user and the Centre Manager over a matter, the Trustees will make the final decision. If the user disagrees with the Trustees' decision the hire of the space(s) will not proceed.

Appendix A – Objects of LACA

The objects of the Association are to :

- (a) promote the benefit of the inhabitants of Long Ashton Civil Parish without distinction of sex, sexual orientation, race or of political, religious or other opinions, by associating together the said inhabitants and the local authorities, voluntary and other organisations in a common effort to advance education and to provide facilities in the interests of social welfare for recreation and leisure time occupation with the object of improving the conditions of life for the said inhabitants.

(b) to maintain and manage the Community Centre (herinafter referred to as the Centre) whether alone or in co-operation with any local authority, person or body.