



## The Jenniburn Centre SCIO

# Letting Policy and Procedures

### Introduction:

As part of a comprehensive review of policies and procedures applied to activities operating in The Jenniburn Centre SCIO, Trustees recognised the need to address significant deficiencies in respect of the letting of accommodation.

Specific areas for consideration included:

Acceptable Use – Code Of Practice  
Alcohol/Drugs – Code Of Practice  
Bad Debts  
Booking Procedures  
Cancellations  
Capacity of Units  
Car Parking  
Catering  
Charging Policy  
Criteria for Granting Lets  
Damage to JC Property etc  
Facilities for Disabled Users

Health & Safety  
Maximum/Minimum letting periods  
Periods of Operation  
Personal Property  
Pricing: Inflation Linked Increases  
Protection of Children & Vulnerable Adults  
Role of JC Staff  
Sale of goods etc  
Smoking – Code of Practice  
Stewarding  
Use of JC Equipment

The aims and objectives of The Jenniburn Centre SCIO are key factors in determining appropriate letting policies and procedures and it is, therefore, appropriate that the draft document is viewed in the context of the following statements:

The Jenniburn Centre SCIO is a voluntary organisation run by a constituted Management Committee and is a registered charity (**SC047659**).

The Jenniburn Centre SCIO, working in partnership with other voluntary and statutory agencies, aims to promote social inclusion, to support personal and community development and to assist in tackling poverty, health issues and inequality of opportunity.

The provision of services will continue to be focussed on target groups identified by Glasgow City Council, in supporting community learning and in operating in concert with community planning priorities in Castlemilk and across the city.

Trustees are committed to a sustainable business plan that will increase net generated income and allow existing users, and the broader community, to identify needs and to shape appropriate responses which might be offered by The Centre and its partner organisations.

## **Current Position:**

Letting practices and procedures, while retaining a necessary degree of flexibility, cannot be an ad hoc and inconsistent approach to the allocation of lets with little consideration given to the nature of activities and how they might mesh with aims and objectives of The Jenniburn Centre SCIO is inappropriate.

Further, charging levels must take cognisance of increasing costs in respect of staff wages, power costs and other inflationary elements while retaining a branding strategy to ensure that access to priority groups/individuals has priority and is not inhibited by cost factors.

It should be noted that while lets operating during normal operating hours of The Centre do not normally incur additional staffing costs unless the nature of the activity requires "*double shifting*", budgets are drawn up on the basis of income being generated from such lets to offset other operational costs not covered by grant aid from the core funders.

Indeed, given that the vast majority of lets take place during normal working hours, the cost:income ratio of such activities is a key factor in overall income generation.

Consistent and comprehensive policies agreed by Trustees in respect of cancellation charges, minimum/maximum length of lets etc are required and all these factors must be addressed in a manner which is transparent and cost-effective in terms of income generation and covering costs.

The objectives of the policy are to address these issues, to identify a comprehensive but flexible letting policy to be applied universally and to optimise income without imposing unrealistic costs on user groups.

## **BASIC PRINCIPLES**

The following basic principles were agreed:

### **Charges/Costs:**

- Subject to the application of the discretionary powers referred below, no lets should be sanctioned at a net cost to The Jenniburn Centre SCIO. Essentially, all lets should - *at the very least* - meet the costs incurred by The Centre.
- There should be a scale of variable charges to accommodate activities mounted by or under the aegis of The Jenniburn Centre SCIO and applications should be assessed to determine which activity or group of activities they fall into.
- There should be variable rates to accommodate commercial users (*e.g. slimming clubs, opticians etc*).
- The rates charged should reflect the unit(s) of accommodation used. It is, for example, utterly illogical that a let for the Main Hall should incur the same hourly charge as a let for a meeting room.
- The rates charged should include an element to cover employers' costs, maintenance etc.
- The rates should be publicised and subject to inflationary linked increases per annum.

This matter should be put Trustees for consideration and approval immediately prior to the start of each financial year.

- Where the activity involves users being charged to participate, but does not constitute a commercial activity (*e.g. bingo, dance groups etc*) the charge should reflect a fair return from the income likely to be accrued.

The purpose is not to deter groups/individuals from holding such events, but to ensure that The Jenniburn Centre SCIO receives an appropriate element of any monies raised.

- A scale of cancellation charges should be identified and applied to events/activities cancelled seven (7) or fewer days prior to the scheduled event/activity.
- Consideration should be given to a scale of payments to be made to employees scheduled to work overtime on weekend lets which are subsequently cancelled.

### **Criteria for Granting of Lets:**

- Lets should not be granted to individuals/groups or organisations whose aims and objectives are inconsistent with those of statute law, The Jenniburn Centre SCIO, and/or its funding bodies.

In this context, specific attention should be given to the Centre's policies on Anti-racism/Anti-Discrimination, The Protection of Children & Vulnerable Adults and non-party political/non-sectarian basis on which The Jenniburn Centre SCIO was founded.

- Where conflicting let applications are received, and subject to other criteria being met, the principle of "*first come, first served*" should apply.

In the unlikely event of conflicting applications being received simultaneously, then groups/activities associated with The Centre (*or having previously had a let or lets in The Centre*) would take precedence.

## **Discretionary Powers:**

- Trustees should have absolute discretion to moderate or waive charges for lets which are considered to be to the benefit of The Jenniburn Centre SCIO and the community it serves.

Such discretionary powers should, however, be used sparingly, the basis for decisions to waive let charges should be documented and – *in considering such matters* – the Coordinator should ensure that members of Trustees are apprised of the financial impact of waiving such charges.

- Trustees should reserve the right to impose additional increases in charges for specific lets where external factors have resulted in the costs incurred by The Centre increasing above the rate of inflation and for additional cleaning (*where necessary*).

## **Licensed Functions:**

- The conduct of licensed functions should be the subject of advice from Strathclyde Police and the local authority in its role as the Licensing Authority.

While the aim is not to overcomplicate matters, it is essential that the organisers of such functions are made aware of their statutory responsibilities and that The Jenniburn Centre SCIO is not held to account for any breaches of the law.

- Licensed functions, or any events involving alcohol should not be held at times when any other activity is taking place in The Centre.

## **Roles & Responsibilities:**

- The health and safety of users and members of staff must remain of paramount concern to Trustees in respect of letting and all other functions/services offered by The Jenniburn Centre SCIO.

Similarly, employees and let holders should be aware of what does, and does not, fall under the remit of employees in the context of letting of accommodation.

- In the event of a request for let being granted, it is the responsibility of staff of The Centre to ensure that the unit of accommodation is *fit for the purpose*<sup>1</sup> for which the let was granted.
- Members of staff are responsible for the opening and closing of the building for lets outwith the normal operating times and, as stated above, for ensuring that the accommodation is fit for purpose.

Members of staff are not, however, responsible for the conduct of the event. Organisers/let holders should be aware that such responsibilities lie with them and that a failure to discharge these responsibilities in an appropriate manner could lead to the termination of the event prior to the agreed finishing time and/or to further requests for lets being refused.

- Unless specifically agreed in advance, The Centre will have no responsibility for the provision of additional equipment/materials for lets.

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<sup>1</sup> In this context the term "*fit for the purpose*" should be interpreted as ensuring that the accommodation is laid out in the manner agreed, that any items of JC equipment which it had previously been agreed would be made available are to hand and that units of accommodation, common areas, toilets etc are cleaned to an acceptable standard.

## Specific Proposals:

### ▪ **Booking Procedures:**

Booking procedures will be revised to incorporate conditions of let, confirmation of acceptance and invoicing in a single document which can be generated electronically.

Bookings will be held on file and accessible to all members of staff.

Ultimately, a terminal at the reception area will be able to access this information and, on request, confirm availability and cost. Training needs to allow these procedures to be introduced have been discussed with staff who are willing to take this up as part of their existing duties.

### ▪ **Categories of Let/Applicant & Rate Bands:**

It was recognised that the single tier level of charges was no longer appropriate and that charges should reflect the nature of the activity and its relationship with the aims and objectives of The Centre.

It was agreed that there should be three categories of charges in addition to lets offered free of charge where Trustees in its absolute discretion considers that the nature of the activity and/or the applicant group merits such a dispensation:

The criteria outlined are neither universal nor immune from (*mis*)interpretation and there will, from time to time, be a need to revise both the criteria and the allocation of groups to specific categories.

#### **Basic:**

Organisations being charged at the Basic Rate would be those whose aims and objectives are consistent with those of The Centre but where the role of The Jenniburn is solely in the provision of accommodation.

Examples of this might be meetings of staff of other statutory or voluntary agencies.

Essentially the Basic Rate charge should cover the costs incurred by The Centre and offer a return which could cross-subsidise other operational costs.

#### **Commercial:**

The Commercial Rate would be applied to activities run for personal or corporate gain. In such cases the person or company responsible for the let would normally be employed by the company/agency on whose behalf the activity was being held or in receipt of monies.

The Commercial Rate should not only cover the costs incurred by The Centre but should offer a significant return which could cross-subsidise other operational costs.

Such charges should be pitched at a level which will neither act as a deterrent to potential customers nor fail to offer the optimum income for The Centre

#### **Concession:**

The Concession Rate would be a discounted charge made to groups/activities which are operated by, or under the aegis of, The Centre.

Such groups/activities might include:

Activities for target groups (*young people, the elderly, socially excluded groups or individuals, minority ethnic groups etc*)

Fund raising activities (*where The Jenniburn Centre SCIO is a recipient of an element of the net profits raised*).

The Concession Rate would, in itself, not necessarily meet the costs incurred by The Centre. Indeed in many cases the activity might be run at a net financial loss. Supporting such activities is, however, a key function of The Centre and monies accrued elsewhere should be used to subsidise same.

**Lets Free of Charge**

Corporate functions where The Centre, as part of multi-agency/ multi-disciplinary initiatives, offers accommodation as a contribution "in kind". Examples of this are be the Learning Champions programmes and the Youth Evening.

Elected members surgeries (Glasgow City Council<sup>2</sup>).

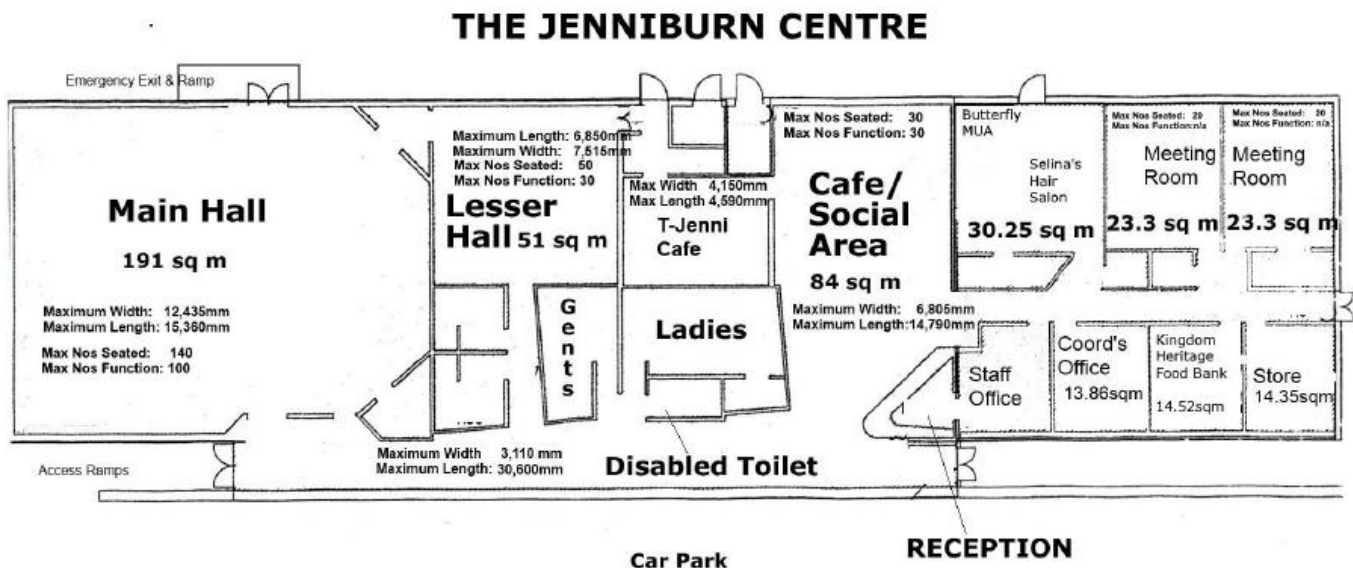
Fund raising activities (where The Jenniburn Centre SCIO is the sole or prime recipient of net profits raised).

Other activities which may be offering a service to the community and/or individuals and which can be accommodated at no cost to The Centre in the course of normal operational periods. Examples of this might be the learning support teachers who use The Centre for the tuition of young people who may not, for a wide variety of reasons, be attending school.

Public meetings on matters of local interest and/or concern.

Trustees may, in their absolute discretion, grant lets free of charge to groups or organisations which, while not fitting into any of the above categories, are nonetheless viewed as being worthy of support of this nature.

▪ **Capacity of Units:**



<sup>2</sup> Members of the Scottish, European and UK parliaments receive an allowance to meet the costs of letting premises for surgeries etc. Consequently, the dispensation would not normally be applied to surgeries held by elected members from these legislatures.

▪ **Car Park**

While it is clear that let holders and their clientele should have free use of car parking facilities it should be clearly stated on all relevant documentation that The Jenniburn Centre SCIO accepts no responsibility for loss of/from or damage to vehicles parked in that area.

Further, in the event of a let of the car park itself being requested, for example for a demonstration or sale, consideration would require to be given to the need for Centre facilities to be made available (toilets, access to vending facilities etc.)

Such access at weekends could not, of course, be permitted without the presence of a member of staff and it is, therefore, seem relevant to parallel the terms, conditions and charges for lets of the Car Park with those applied to a unit within the building.

▪ **Catering:**

The Centre offers a wide range of vending services and these should be sufficient for most activities other than functions/special events etc.

Let holders will not be permitted to bring their own food/drink into The Centre for sale or free distribution without the written agreement of Trustees (*delegated to the Coordinator for operation practices*).

▪ **Charges 2019-20 Normal Opening Periods (Mon-Friday 0800-2200):**

	Monday-Friday	Saturday	Sunday
	Rate per Hour (or part thereof)	Rate per Hour	Rate per Hour
<b>Basic</b>	<b>£14.50</b>	<b>£24.00</b>	<b>£24.00</b>
<b>Commercial</b>	<b>£18.00</b>	<b>£36.00</b>	<b>£36.00</b>
<b>Concession</b>	<b>£12.00</b>	<b>£21.00</b>	<b>£21.00</b>
<b>Functions</b>	<b>£140.00 (Flat Rate) First Communions/Baptisms Sundays 1300-1800 (Inc 1 Member of staff)</b>		

Examples: Weekend Lets (Basic & Concession Rates)

	1 Hour	2 Hours	3 Hours	4 Hours
<b>Basic</b>	<b>£24.00</b>	<b>£48.00</b>	<b>£72.00</b>	<b>£96.00</b>
<b>Concession</b>	<b>£21.00</b>	<b>£42.00</b>	<b>£63.00</b>	<b>£84.00</b>

Examples: Commercial Lets

	1 Hour	2 Hours	3 Hours	4 Hours
<b>Saturday</b>	<b>£36.00</b>	<b>£72.00</b>	<b>£108.00</b>	<b>£144.00</b>
<b>Sunday</b>	<b>£36.00</b>	<b>£72.00</b>	<b>£108.00</b>	<b>£144.00</b>

▪ **Charges – Functions:**

Hours	Rate
1900-2400	£160.00 flat rate

▪ **Charges - Cancellations:**

A scale of cancellation charges has been identified and applied to events/activities cancelled seven (7) or fewer than days prior to the scheduled event/activity.

Trustees may waive such charges in the event of mitigating circumstances although any costs incurred by The Centre should always be recovered.

Cancellation notice:		
7-5 days prior to event	4-3 days prior to event	2-0 days prior to event
Charge of 20% of let fee	Charge of 50% of let fee	Charge of 100% of let fee

Similarly, consideration should be given to payments to employees scheduled to work overtime on weekend lets. These employees may have made relevant arrangements and should therefore be reimbursed accordingly.

Cancellation notice:		
7-5 days prior to event	4-3 days prior to event	2-0 days prior to event
10% of overtime due	20% of overtime due	33.3% of overtime due

- **Damage to JC Property or Fabric:**

Prior to each let, the let holder and caretaker should review the unit and note any defects. Similarly, at the end of each let both parties should confirm that the unit of accommodation is not altered.

In the event of any damage occurring (*other than normal wear and tear*) the let holder would be responsible for reimbursing The Centre for costs incurred in restoring the unit to its previous conditions and no further lets would be granted to the group/individuals until this indebtedness had been discharged.

- **Debtors:**

Any groups/individuals with debts outstanding for lets will be refused further lets until the debt is discharged in full.

- **Deposits:**

For functions and other one-off lets, a deposit of 25% should be paid at the time of confirmation of booking with the balance to be paid at least seven days prior to the function/one-off event.

The contact person for the function/one-off let must be specifically advised of The Centre's policies in respect of cancellation charges at the time of booking.

Trustees may, however, waive such requirements in the event of mitigating circumstances.

- **Drugs & Smoking:**

The Centre has a **no tolerance** policy in respect of the abuse of controlled drugs and of smoking in other than the designated external area. Lets may be subject to immediate termination in the event of drug abuse taking place.

- **Maximum/Minimum Letting Periods:**

For periods of normal operation (Monday to Friday 0800-2200) the minimum let period will be one hour with the maximum determined by programming and opening hours.

Weekend lets (other than for functions) will be for a minimum of two hours and will attract additional charges ¾ hour (15 minutes opening time and 30 minutes closure periods).