



# Saxilby with Ingleby Parish Council

## Non-confidential

### To agree a policy where a booking is requested for the Pavilion bar (with Saxilby Sports Hub) when Saxilby Sports Hub are open

**Report to:** Extra-Ordinary Full Council 24-10

**Report by:** Clerk

**Power/duty which decision falls under:** Local Government Misc. Provisions Act 1976 s19

**Which council objective(s) it falls under:**

- Improve the well-being of residents
- To foster public participation and engagement

**Public Sector Equality Duty** (*Consider how policies/decisions affect those protected under the Equality Act*)

The bar seating area is publicly accessible to all when open (unless a private hire).

**Consideration on carbon reduction:**

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### **Consideration of risk management in relation to the proposal<sup>1</sup>**

*It is impossible to list every risk faced by a local council. Risk, in the general sense, means the likelihood of an event happening, and the severity of the negative consequences. The insurance industry regards risk as representing loss or damage. Risk always involves uncertainty. When protecting a local council effectively, it is important to consider if risk is present in the following areas (SLCC AN241)[Tick]*

- ✓Decision making – a policy decision is required
- ✓Finances – there is a room hire charge. May have financial implications if not covered under insurance
- ✓Property – within council occupied building
- ✓Staff – caretaking staff are present in the building for any bookings
- ✓Events – tertiary room hire bookings can be for events
- ✓Legal – permission is not granted within the room hire conditions for sub-hiring the bar. Consideration of insurance cover needs to be given,  
Inspections  
Written/verbal communication

**Does the report consider any new activity? If 'Yes', has a risk assessment including risk management proposals for consideration been included for consideration and adoption by the council? (Financial Regulation 17b)**

**Yes.**

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<sup>1</sup>Risk areas to consider - strategic/operational, likelihood/impact, add to risk register? Any contingency planning needed?

# REPORT

## Background

The Pavilion Bar used to be run at the community centre by the council. Following a fire, Covid-19, the council agreed to cease trading and seek to lease out the bar area. This process has since been on pause due to a lease needing to be put in place first for the council to occupy the building.

This year Saxilby Sports Hub was formed and started to hire out the bar area and servery for regular and ad-hoc sessions, with an objective of raising funds for sports clubs in the community.

There has since been interest expressed by third parties to hire out for an event (e.g. a birthday party) the bar.

The matter is being raised for council to consider and agree a policy position to provide clarity for all parties in this interim period, whilst a lease is agreed and then sub-letting/leasing the bar can be progressed again, with the Sports Hub have indicating their interest in a let of the bar area.

## Pavilion Bar Proposed Position

- If the Pavilion Bar has been hired by the Sports Hub e.g. Friday evening regular booking, it is not possible to exclusively hire the bar out to another group/individual, as the space has already been hired out.
- If a group wishes to use the bar whilst it is open (public access) e.g. a football team or someone meeting at the bar for their birthday, that is permitted if covered under the terms of the Sports Hub insurance.
- If a private booking is requested for an event such as a birthday party (non-public access) the booking is to be made with the council. This booking will then be covered under the council's insurance for an ad-hoc booking.
  - If a bar is requested, it will be advised that the council does not provide a bar and direct the hirer to the Sports Hub in the first instance for the provision of this service, if covered under the terms of the Sports Hub insurance.
  - This would be covered under the premises license and DPS or a TENS depending on the scenario.
- Currently the Pavilion Bar hire area has not been defined for hire. This needs to be defined more clearly going forwards. The Sports Hub leave stock in the bar, cellar, and kitchen which makes it difficult to hire out the space to any other individuals/groups and would result in a risk to the Sports Hub stock/assets or it would all have to be removed. The Sports Hub have shared they are happy to remove stock, but this is a lot of additional work for the Hub and requires caretakers to be present when the building is open.
- Currently the Sports Hub hire the bar area and leave stock/assets in situ at their own risk, but are not defined as exclusive providers of the bar service. Based on the above, this is something the council may want to agree a position on in time.
- As per the booking form, the hirer is liable for any damage caused.

## RECOMMENDATION(S):

That Extra-Ordinary Full Council notes the report

- a) **To agree a policy where a booking is requested for the Pavilion bar (with Saxilby Sports Hub) when Saxilby Sports Hub are open**
1. If a bar booking has been made by Saxilby Sports Hub e.g. a regular Friday night booking, a separate booking for the bar area, or for a separate area barriered off, is not permitted as this constitutes a double booking and mixes public and private access to the same area.
  2. If a group wishes to use the bar by the Sports Hub whilst it is open (public access) e.g. a football team or someone meeting at the bar for their birthday, that is permitted if covered under the terms of the Sports Hub insurance.
  3. If a bar room hire booking is requested (private event) this is to be booked with the council.
    - a. If a bar room hire booking is requested and the provision of a bar is not requested, proceed as normal with booking.
    - b. If bar room hire booking is requested and the provision of a bar is requested, this provision would be arranged by the hirer, on the condition that the provider has the relevant insurance cover and policies in place.
    - c. If a bar is to be provided by an outside business, the Sports Hub is to be given two weeks' notice to remove their stock/assets at mutually agreed times and will not be charged hire time for removal and re-stocking.
    - d. If any items are not removed, are to be left at the Sports Hub's own risk. This is in-line with the current booking form which states the council 'cannot accept responsibility for damage, loss or theft of centre user's property and effects.'
  4. Confirm with the Sports Hub their insurance cover remains suitable to cover their services and activities.
  5. Add an item to March 2025 Full Council within the review of fees and charges regarding the bar to consider the following:
    - a. Including hire areas being clearly defined e.g. bar seating area, bar servery, cellar, and kitchen and hire charges set out. E.g. The bar seating area can be hired on its own at a lower charge.
    - b. Consideration of whether the Sports Hub are to be 'first port' providers of the bar in the centre or whether other businesses remain permitted to provide this service if requested by a hirer, balancing the needs of the Sports Hub and other local pub businesses.
    - c. If a private hire of the bar has been made with the council and the hirer requests the Sports Hub provide the bar council to agree whether the Sports Hub would be charged a hire/service fee and whether it is can be/is agreed for the Sports Hub to charge a fee for providing this service.