

# **Saxilby with Ingleby Parish Council**

# Non-confidential

# Agree actions relating to the hire of St Andrews Community Centre Rooms

Report by: Clerk

**Power/duty which decision falls under:** Local Government Act 1972, Section 133. Provision of buildings for public use

# Which council objective(s) it falls under:

- Maintain and improve community facilities and amenities
- Retain and encourage employment and tourism opportunities
- 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 There are no anticipated impacts on persons with protected characteristics under the Equality Act 2010 arising from this decision.

# Duty to conserve and enhance biodiversity

Consider how the policy/decision will contribute to conserving or enhancing biodiversity The decision does not contribute to conserving or enhancing biodiversity.

# Consideration on carbon reduction:

The decision does not contribute to a reduction in carbon.

# Risk

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

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

Yes.

# **Risk Analysis:**

Risk Area	Description	Likelihood (1–3)	Impact (I–3)	Score	Priority	Proposed Control/Mitigation
I. Operational Disruption	Confusion over hire processes leading to disruption, complaints, or disputes	2	3	6	High	Approve clear procedures, update forms, use written communication
2. Damage to Property	Permanent fixtures or unapproved alterations by hirers causing damage or compliance issues	2	2	4	Medium	Prohibit permanent works under standard hire and require prior approval
3. Inequitable Treatment of Hirers	Perception of unfair advantage to one hirer over others	2	3	6	High	Document decisions, apply policies consistently, consider MoU
4. Financial Loss	Failure to collect appropriate fees for stocking appointments, cancellations, or changes	2	2	4	Medium	Implement and enforce updated fees and booking terms
5. Health & Safety	Uncontrolled access, untrained staff, or unregulated bar operation leading to incidents	I	3	3	Medium	Confirm training, provide policies, maintain caretaker- controlled access
6. Reputational Risk	Complaints from other hirers or the public about access, fairness, or smoking areas	2	2	4	Medium	Communicate decisions clearly, arrange stakeholder meetings
7. Compliance with Licensing and Insurance	Failure to ensure correct licensing or insurance in place during bar provision	I	3	3	Medium	Require proof of licensing and insurance from bar providers
8. Biodiversity / Environmental Impact	Smoking litter accumulating near entrances	2	I	2	Low	No cigarette bins by entrances, increase signage

# I. Purpose of the Paper

To clarify matters arising from the hire and management of the Pavilion Bar and associated areas of St Andrews Community Centre, including:

- Definitions of hire areas and charges
- Bar service provision arrangements
- Stocking and access procedures
- Requests received from Saxilby Sports Hub
- Proposals to ensure clarity, transparency, and consistency

# 2. Background

Since June 2024, Saxilby Sports Hub has hired the Pavilion Bar regularly.

- The bar is now permanently stocked and fitted out by the Sports Hub.
- There is increasing demand to clarify which areas are included in hire agreements, which provider can run a bar, and how access is controlled and charged.
- Several specific requests have been made by the Sports Hub.

# 3. Key Issues and Proposals

Below is a summary of the main queries, proposals, and rationale:

# 3.1 Definition of Hire Areas

#### **Current Position:**

The Pavilion Bar area (seating, servery, cellar, storage) is hired as a single unit. Items belonging to the Sports Hub are stored in these areas, are making it impractical to offer them separately to others.

#### Proposal:

- Confirm the Pavilion Bar area remains one operational unit when in use by Saxilby Sports Hub.
- Confirm the bar seating area and kitchen can be hired separately.
- Confirm the bar servery, cellar, and storage area are unable to be hired out to others due to the presence of Saxilby Sports Hubs items.
- Update hire form accordingly
- The hire charges remain the same for the hire of the 'whole bar' or 'bar seating area and kitchen'
- Saxilby Sports Hub leave their items and stock at their own risk and should ensure insurance is in place

# 3.2 Bar Service Provision

# Proposal:

- Pavilion Bar servery hires must use the Sports Hub as a service provider, due to stock and equipment.
- Upstairs Function Room bar hires may use any permitted bar service provider (subject to licensing). The hirer remains responsible for ensuring the necessary licensing or permissions are in place.
- If hirers contract an external bar provider, this is a private arrangement, and no council service fee applies.
- Administrators check whether any charges have historically been levied on the Sports Hub if providing a bar service as a contractor and if so for these to be refunded now clarification has been obtained on the council position.

# **Rationale:**

- Prevents disruption to stored stock.
- Maintains a fair balance between supporting Saxilby Sports Hub and allowing other providers in the Function Room.

# 3.3 Re-Stocking Procedures

There is no formal agreement in place on the procedure or charges for bar (re-)stocking at St Andrews Community Centre. Stocking requires staff presence (caretaker) to provide access to the bar, cellar, and storage areas in-line with standard operational practice.

In order to formalise and professionalise the process, the following proposed procedure and charges are proposed:

# Proposal:

- Minimum of 36–48 hours' notice required
- Charges:
  - When no other booking on site: Minimum 48 hours' notice. Minimum of I hour's bar hire fee.
  - When caretaker on site: Minimum 36 hours' notice. Free of charge.
- Access is only permitted through the Pavilion Bar seating area to (re-)stock, when the room is not in-use.
- Update hire forms with bar re-stocking appointment, process, cost, and requirements

# **Conditions:**

- Re-stocking must be booked through the Caretaker Supervisor (not directly with caretakers).
- Turning up unannounced, or where booking process has not been followed is not permitted

# **Rationale:**

- Ensures access to bar for re-stocking.
- Protects staff time.
- Ensures staff time to process requests and arrange centre cover.
- Covers some direct staff costs.
- Ensures fair treatment of all hirers.

# **Re-Stocking Booking Process:**

- a. Sports Hub to submit re-stocking form to the Caretaker Supervisor
- b. Caretaker Supervisor check availability and respond within 1 working day.
- c. Caretaker Supervisor reply in writing to confirm access arrangements and any applicable charge.

d. If an out of office is received due to the Caretaker Supervisor being on annual leave, the Clerk is to be contacted to request to book a re-stocking appointment.

# 3.4 Cancellation and Booking Changes Proposal:

- Cancellations:
  - More than 48 hours: No charge.
  - 25–48 hours: 50% charge.
  - Less than 24 hours: 100% charge.
- Changes after booking:
  - Over 5 days: Free (for upto to 3 changes, then admin fee applies).
  - $\circ$  0–5 days: £10 admin fee (for upto 3 changes).

#### **Rationale:**

- Encourages early communication.
- Recovers part of the staff and admin costs.

### 3.5 Regular vs. Single Use Hire Definition

#### Proposal:

Adopt a clearer definition of a **Regular Hirer** as follows (from July 2025):

- I. Each session is for the same purpose.
- 2. Sessions are 1-14 days apart.
- 3. Paid as a series (e.g. monthly invoice).
- 4. Hirer holds their own insurance.

#### **Rationale:**

- Clarifies eligibility for regular hire rates.
- Reduces administration.

#### 3.6 Bar Clean Down and Bar Shutters

#### Proposal:

- Minimum 45 minutes clean-down time for bar hires.
- Shutters must be down 45 minutes before end of hire.
- Caretakers not put under pressure to delay the agreed time for shutters down.

#### **Rationale:**

- Ensures spaces are left clean.
- Provides adequate time to clear up.

# 3.7 Sports Hub Requests and Proposal

Request	Proposal				
Key Access	Maintain current caretaker access until lease/agreement is in place.				
Safe Access	Sell a safe to the Sports Hub for nominal fee $(\pounds I)$ .				
Install Equipment	Under the standard hire arrangement, no permanent fixtures, fittings, or alterations are permitted. Only temporary, free-standing equipment and non-invasive activities are allowed, provided the hirer restores the space to its original condition if required. Any works or installations that would be fixed to walls, floors, ceilings, or utilities—such as built-in counters, plumbing, electrical installations, or secured fittings—are prohibited without prior written council approval				
Cigarette Bins	Meet with SPRGC/Sports Hub to seek to agree a location away from entrances.				
Clarification of Caretaker Role	Job description shared. Complete.				
For council to share policies	Clerk provide relevant policies (health and safety, licensing, fire, etc.).				
Memorandum of Understanding (MoU)	If a more bespoke working relationship is being considered, formalise it through an MoU or service level agreement.				

# 3.9 Council Events

Where a bar service is being requested in St Andrews Community Centre by the council or for a council event, the current position is that bar room hire will be charged, as there is no agreement otherwise.

#### Proposal:

• Waive Pavilion Bar hire charges when the bar is requested for council events.

#### **Rationale:**

- Protects council property and users.
- Ensures transparency and fairness.

# 3.10 Communication

#### **Proposal:**

- Caretaker Supervisor remains the main point of contact for Saxilby Sports Hub.
- Hire forms and website updated accordingly.
- Sports Hub to be formally updated in writing of decisions.

# 7. Recommendations: That council resolves:

#### **Bar Service Providers**

- 1. Pavilion Bar Room: Hires requiring a bar service may only use the Sports Hub as provider.
- 2. Function Room (upstairs): Hirers may engage an external bar service provider, subject to licensing and legal requirements, including TENS.
- 3. External Bar Providers: No additional service charge levied when a hirer contracts an external bar provider directly.
- 4. **Compliance:** All bar providers must comply with relevant licensing, insurance, and legal requirements.
- 5. **Refunds:** Check if any charges were historically levied on the Sports Hub for bar service provision and refund if applicable.

#### **Regular Hirer Definition (from July 2025)**

- 6. Adopt the updated definition:
  - Each session for the same purpose/activity
  - $\circ$  The interval between each session is at least I day but not more than I4 days
  - Paid as a series (e.g. monthly invoice)
  - Hirer holds own insurance
- 7. Update hire forms and the council website accordingly.

#### **Clean-Down Procedures**

- 8. Require a minimum of 45 minutes clean-down time for all hires where a bar service is provided.
- 9. Require shutters to be closed 45 minutes before the end of hire.
- 10. Caretakers not put under pressure to delay the agreed time for shutters down.

#### **Re-Stocking Procedure**

- 11. Approve the proposed re-stocking procedure, notice periods, and charges:
  - 48 hours' notice (if no booking on-site): minimum I hour's hire fee
    - 36 hours' notice (if caretaker on-site): free of charge
- 12. Re-stocking appointments must be booked through the Caretaker Supervisor only.
- 13. Update hire forms and website with these conditions.

#### Sports Hub Requests

13. Confirm that under standard hire:

- No permanent fixtures, fittings, or alterations are permitted.
- Only temporary, free-standing equipment is allowed and must be removed if requested.
- Any permanent works require prior written approval and a formal agreement.
- 14. Maintain caretaker-controlled access to bar and storage areas (no keys issued) until a lease or agreement is in place.
- 15. Approve selling a safe to the Sports Hub for a nominal fee  $(\pounds I)$ .
- 16. Note that the request for caretaker role clarification has been completed.
- 17. Share relevant council policies to support volunteer training (health & safety, licensing, fire, etc.).
- 18. Arrange a meeting with SPRGC and the Sports Hub to discuss waste disposal including agree suitable locations for cigarette bins away from entrances and a waste compound.
- 19. Consider preparing a Memorandum of Understanding (MoU) if a more formal relationship is envisaged.

#### Council Event Bar Use

20. Waive the Pavilion Bar hire charge when the council requests bar provision for council-run/involved events.

#### Communication

- 21. Confirm the Caretaker Supervisor as the main point of contact for the Sports Hub regarding access and restocking.
- 22. Update hire forms and website to reflect agreed procedures and policies.
- 23. Write to the Sports Hub to confirm these decisions and note that further decisions may be required as operations develop.