

CLACKMANNANSHIRE COUNCIL

Leisure Booking

Terms & Conditions

revised May 2014

1.0 Conditions of Let

- 1.1 All applications for let of community facilities must be made on an official application form. Applications must be received by the Council not later than 14 days prior to commencement of the let.
- 1.2 The receipt of an application form for let of a community facility does not constitute the grant of a let by the Council. The premises shall not be deemed to be let until the applicant has received confirmation in writing from the Council that the let has been granted.
- 1.3 All applicants must be over the age of 18 years and proof of identity/age may be required.
- 1.4 All bookings made in respect of community facilities are limited to the times stated on the application form. The Hirer must ensure that the community facility is cleared at the appropriate time. Entry to the community facilities will be from the time specified on the application form. An additional charge may be levied by the Council if the stated times have been exceeded.
- 1.5 All groups/organisations using the community facility must state in the application form the purpose for which the let of the community facility is required. The approved purpose may not be changed without the prior written consent of the Council. If the community facility, or any part thereof, is used for purposes different from the approved purpose, the Council reserves the right to terminate the let at any time and any charges already paid to the Council will not be refunded.
- 1.6 All applications must state the specific areas of accommodation within the facility required for the let and the activity must be restricted to those identified areas.
- 1.7 The Council reserves the right to grant or refuse any application for let in whole or in part and shall not be obliged to give any reasons for its decision.
- 1.8 Community facilities may not be used for any purpose which the Council considers could lead to the promotion of prejudice or discrimination on grounds of age, disability, gender reassignment, race, marriage and civil partnership, religion or belief (including sectarianism), sex, or sexual orientation, or for activities considered by the Council to be offensive or lewd. In particular no community facility will be let for strippers of either sex.

2.0 BOOKING COMMUNITY FACILITIES IN ADVANCE

- 2.1 Bookings for community facilities can be made up to one year in advance of the date of the event. In certain circumstances for example a wedding bookings will be accepted up to 3 years in advance. Provisional bookings will not be accepted.
- 2.2 Advance applications for lets of a continual/repetitive nature will be accepted solely on the condition that priority will be given to any application for a single let. Should such a single let occur at least seven days notice that the facility will not be available on that occasion will be given to the original Hirer.
- 2.3 The Council reserve the right to refuse a let without giving any reason.
- 2.4 On-line booking will require the hirer's signature. A hard copy of the booking form will be sent to your home address for this purpose.

3.0 PAYMENT

- 3.1 The Council must receive payment in full within 7 days the booking confirmation. Payment will be accepted by telephone or online using a debit or credit card.
- 3.2 Any additional cleaning or caretaking generated by the let will be invoiced to the Hirer. After midnight the chargeable rate is doubled.
- 3.3 Any damage to the facility resulting from the let will be invoiced to the Hirer.
- 3.4 Failure to pay any accounts within the time required will disqualify the Hirer from obtaining further lets until all outstanding accounts have been paid in full. The Council will seek recovery of any unpaid accounts.
- 3.5 All costs are subject to price increase.

4.0 CANCELLATION

- 4.1 In the event of facilities being required for other purposes deemed necessary by the Council, the Council may cancel any let. Any charge already paid will be refunded to the Hirer but the Council will not be liable for compensation for loss of use or other loss.
- 4.2 Cancellation of a let must be made in writing and if notice of the cancellation is received by the Council less than fifteen days prior to the date of the event the following charges are payable by the Hirer:-
 - (a) 7 to 14 days in advance - 50% of hire charge
 - (b) Less than 7 days in advance - 100% of hire charge

5.0 LOSS, INJURY OR DAMAGE

- 5.1 The Hirer is responsible for any loss or damage to the building, fixtures, fittings, contents and decoration during the let.
- 5.2 The Council accepts no responsibility in respect of loss or theft of articles from the facility during the let or of any articles left within the facility after expiry of the let premises at any time.
- 5.3 The Council accepts no responsibility for any loss or damage, including personal injury or death, should the facility prove to be unsuitable for the Hirer's intended use. The Hirer will be deemed to have been satisfied in this respect prior to the let commencing.
- 5.4 The Hirer must effect appropriate insurance to cover loss or damage of property belonging to the Hirer, the Council, persons participating in the event or members of the public and to cover death or injury of persons in the building during the period of let. When an event is open to the public, the insurance must include public liability cover. A copy of the insurance certificate must be sent with the application form.
- 5.5 Notwithstanding the insurance requirement specified in these conditions, by proceeding with the let, the Hirer indemnifies the Council against any loss, damage, or claim whatsoever arising as a result of the use of the community facility for the let.

6.0 LAYOUT AND CAPACITY

- 6.1 The Hirer must notify the Council no later than seven days prior to the date of the event of any specific requirements for layout and seating.
- 6.2 The Hirer must adhere strictly to the maximum capacity specified for the community facility and the accommodation let within that facility. Failure to comply with that maximum capacity may result in the immediate termination of the let without any liability by the Council to the Hirer or any other party for any loss arising from such termination.

7.0 HEALTH AND SAFETY

- 7.1 The Hirer is responsible for the provision of suitable automatic cut-out circuit breakers for any event involving the use of electrical musical equipment .
- 7.2 Any portable electrical appliance to be used during the let must display a valid portable appliance test label or certificate, otherwise its use within the community facility is prohibited.
- 7.3 The Hirer is responsible for ensuring that all gangways, doorways, stairways, exits and designated fire exits are kept unobstructed at all

times and all persons participating in the event are aware of the escape routes to the available exits.

- 7.4 The Hirer must be aware of all applicable Fire Regulations and Safety procedures as outlined in the Fire Evacuation Notices displayed in the community facility.
- 7.5 The Hirer is responsible for the recording of attendance details for the purpose of evacuation.
- 7.6 No explosives, highly flammable spirits or liquid gas containers shall be brought into the community facility and the use of naked lights in any part of the facility is strictly prohibited.
- 7.7 All chemicals or substances are prohibited unless approved by the Council prior to the event taking place. In accordance with the Control of Substances Hazardous to Health Regulations (COSHH) the Council will seek a product data sheet and thereafter carry out assessment of the product's suitability in relation to Health and Safety
- 7.8 In the event of an accident within the facility, the Hirer must immediately report the incident to the caretaker/janitor/steward and an accident report form must be completed and returned to the Council as directed on the form.
- 7.9 In accordance with the Prohibition of Smoking in Certain Premises Regulations 2006, smoking is not permitted in the building.
- 7.10 The Hirer is responsible for ensuring that all areas and activities are risk assessed prior to allowing participants to take part.

8.0 PROPERTY/EQUIPMENT

- 8.1 All additional fittings, decorations or scenery of any kind provided by the Hirer shall be subject to the approval of the Council before being fitted and must be removed, if required, on the orders of the Council. Failure to remove items as required will result in the Council making arrangements to remove the same at the Hirer's expense.
- 8.2 All other property brought into the community facility by the Hirer must be removed at the end of the let unless otherwise authorised by the Council. Failure to comply with this condition will result in additional hire charges and/or any costs incurred relating to their temporary removal.
- 8.3 The Hirer shall not interfere with electrical fixtures and fittings. Portable electrical appliances may be used only in accordance with Condition 7.2 and provided any such additional loading complies fully with applicable Regulations.

- 8.4 No fixings of any kind (bolts, nails, screws, blue tack etc.) shall be attached to any part of the interior or exterior of the community facility without the prior consent from the Council.
- 8.5 The Hirer must leave the community facility in a clean and tidy condition. Failure to comply may result in additional charge to cover cost of additional cleaning.

9.0 NOTICE/DISPLAY BOARDS

- 9.1 The use of community facility notices/display boards is prohibited unless by prior arrangement with the Council.
- 9.2 No posters, boards, placards, logos, fittings, banners, signs or advertisements or other display materials shall be affixed to any internal or external doors, walls and windows without the prior express consent of the Council.

10.0 STEWARDING

- 10.1 The Hirer is responsible for the provision of stewards and security staff and for the maintenance of good order at the event for which the community facility has been let. The Council may specify and/or engage stewards, security staff and first aid personnel on behalf of the Hirer at the Hirer's expense in circumstances proportionate to the purpose, nature and extent of the event for which the community facility has been let.

11.0 PERFORMING RIGHTS SOCIETY/PHONOGRAPHIC PERFORMANCE LTD/PHOTOGRAPHY

- 11.1 The Hirer must comply with all of the Performing Rights Society regulations and supply any relevant information pertaining to this as requested by the Council.
- 11.2 The Council has the necessary licenses from the Phonographic Performances Ltd in respect of use of sound recordings.
- 11.3 The costs associated with Performing Rights Society will be included in the hire charge.
- 11.4 The use of any photographic equipment within the facility will be entirely at the discretion of the Council.

12.0 LICENCE TO SELL ALCOHOL

- 12.1 Clackmannanshire Council policy abides by the Licensing (Scotland) Act 2005 that regulates the sale of alcohol in Scotland.

For the purposes of this Act, the licensing objectives are as follows:

- a) preventing crime and disorder,
- (b) securing public safety,
- (c) preventing public nuisance,
- (d) protecting and improving public health, and
- (e) protecting children from harm.

12.2 Applications for permission to sell alcohol during a let must be submitted to the Licensing Authority at the same time as the application for let is submitted to the Council. Alcohol may be sold within the community facility only subsequent to the grant of an Occasional Licence by the Licensing Authority. The Hirer is responsible for ensuring that all alcohol is sold in accordance with the Licensing (Scotland) Act 2005 as amended and any particular conditions imposed by the Licensing Authority. A copy of the Occasional Licence must be provided to the Council prior to the let of the community facility commencing. The granting of a licence does not mean a let is automatically approved.

12.3 The Council reserves the right at any time to withdraw permission for the sale of alcohol during the let or to specify additional conditions of let, notwithstanding that an Occasional Licence may have been issued by the Licensing Authority.

12.4 The Council shall be entitled to restrict or alter the times and conditions of the let where the Licensing Authority has rejected an application for the sale of alcohol during the hours for which a let of the community facility has already been granted.

12.5 The Hirer must comply with the current licensing laws in every respect in relation to the let.

12.6 A license is not required for a Bring your own Bottle event. If hirers are intending to have alcohol they must identify the fact clearly when booking and confirm to the Council that all the objectives of 12.1 will be achieved.

13.0 FOOD SAFETY

13.1 The Hirer is required to ensure compliance with the Food Safety Act 1990 and related Regulations, or any amending legislation.

13.2 The Council recommends that the Hirer uses an experienced professional caterer with appropriate qualifications.

13.3 If the let involves preparing or heating food within the community facility the Hirer must provide with the application for let proof that a current Basic Food Hygiene Certificate is held by any food handler.

13.4 Prior to submitting the application for let the Hirer must ensure that the facilities available within the community facility are adequate to enable any catering to be provided during the let to be undertaken in accordance with the statutory requirements.

13.5 The Hirer will be responsible for the disposal of all waste generated during the let and where necessary will make special arrangements for its removal by a licensed contractor prior to the expiry of the let. Failure to do so will result in an additional charge being made to the Hirer.

13.6 Failure to comply with the above may result in the termination of the let.

14.0 SPECIALIST/SPORT/COACHING BOOKINGS

14.1 All lets of a coaching/teaching nature are approved on the understanding that the coaching/teaching is provided by an appropriately qualified person. The Council may require evidence that such qualifications are held.

14.2 When sporting or specialist activities are being undertaken during the let, appropriate footwear, clothing and equipment, including any necessary protective clothing and equipment, must be worn by all participants.

14.3 Special conditions will apply to the letting of the areas listed below and separate details will be required with each let applications:-

Pitches / Play Areas / Gymnastic Equipment / Dog Training / Playing Fields / Specialist Classroom Equipment / Kitchens, Cafeterias, Serveries.

15.0 AMENDMENTS TO CONDITIONS

15.1 The Council shall be entitled to amend or add to these conditions of let at any time.

16.0 GENERAL

16.1 For the purposes of these Conditions:-

"the Council" shall include persons authorised by the Council;

"Hirer" shall include the Hirer's employees, agents, tradesmen, contractors, suppliers and members of the general public entering at the invitation, express or implied, of the Hirer.

"community facility" shall include all Community Education Facilities, Community Centres, Schools, Libraries, or Senior Citizens Facilities administered by the Council.

16.2 Authorised Council officers shall have access to all parts of the community facility at all times during periods of let.

- 16.3 Any additional specific advice and instructions given by the Council in relation to any particular let must be strictly adhered to at all times during the let.
- 16.4 The Council or persons authorised by the Council shall have the right to suspend the let or take action at the discretion of the Council on any matter which in the opinion of the Councils' officers does not comply with the terms of these conditions or which the Council considers necessary in the interests of safety and good order or to deal with any contingency not covered by these Conditions of Let.
- 16.5 All groups of individuals where appropriate, must comply with the current Protection Vulnerable Groups Legislation.

Clackmannanshire Council

List of Halls and Pavilions for Hire under these terms

Alloa Town Hall
Alloa Academy
Alva Academy
Lornshill Academy
Bowmar Centre
Cochrane Hall
Cochrane Park Pavilion
Dollar Civic Centre
Dumyat Centre
Fairfield Pavilion
Gartmorn Dam Visitor Centre
King George Pavilion
Sauchie Hall
Tillicoultry Community Centre
Tullibody Civic Centre
Westend Park Pavilion
Firpark Ski Slope
Primary Schools