

**1 APPLICATION FOR LET**

- 1.1 All applications for let of community facilities must be made on an official application form. Applications must be received within at least 14 days prior to let, 60 days if you require North Lanarkshire Council Catering Services as the bar provider.
- 1.2 The receipt of an application form for let of a community facility does not constitute an acceptance of the application by North Lanarkshire Council. The premises shall not be deemed to be let until the applicant has received confirmation in writing from North Lanarkshire Council.
- 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 subject to the times stated on the booking form. Hirers 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 for let. Additional time will be charged after the event, if necessary.
- 1.5 All groups/organisations using accommodation shall state the purpose for which they are engaged and shall not sub-let or alter the purpose for which they are engaged without the consent of North Lanarkshire Council. If the community facility, or any part thereof, is used for purposes different from that for which they are engaged North Lanarkshire Council reserves the right to terminate the booking at any time without North Lanarkshire Council being liable to the hirer for costs incurred by the group/organisation.
- 1.6 All applications must state the specific areas of accommodation within the facility required for the let. No other areas of the facility will be available as part of the let.
- 1.7 No application for let will be accepted while any accounts for payment by the hirer to North Lanarkshire Council remain outstanding.
- 1.8 North Lanarkshire Council reserves the right to grant or refuse any application for let in whole or in part without giving any reason for same.

**2 BOOKING COMMUNITY FACILITY IN ADVANCE**

- 2.1 Bookings for community facilities can be made up to one year in advance of date of booking. Provisional bookings will be accepted within this time scale and will be held by North Lanarkshire Council for 10 days. A booking will be confirmed on receipt of a correctly completed application form. If no confirmation is received after 10 days the booking will be removed from the system.
- 2.2 Advance applications for lets of a continual/repetitive nature are accepted solely on the condition that should the premises be required for other individual events, these would take priority. At least seven days notice shall be given to the hirer in all cases.

**3 PAYMENT**

- 3.1 Bookings of a sole/one-off nature must ensure that payment is received in advance of the booking. Payment must be received at least 21 days prior to the booking date. North Lanarkshire Council will make available the facility for payment by debit or credit card over the telephone.
- 3.2 North Lanarkshire will not be liable for any operational costs incurred, therefore reserves the right to bill additional cleaning, janitorial and caretaker cover, where necessary.
- 3.3 North Lanarkshire reserves the right to bill additional charges as a result of any damage outlined in Section 5 after the event.
- 3.4 Failure to pay any accounts within the time required will result in no further availability of premises until the account is paid. Outstanding accounts will be passed to debt recovery for collection.

**4 CANCELLATIONS**

- 4.1 North Lanarkshire Council reserves the right to cancel a let without being liable for compensation in the event of facilities being required for the purposes deemed necessary by North Lanarkshire Council.

- 4.2 Notification of hirer's intention to cancel a let must be made in writing.

In the event of cancellation by the hirer the following charges are payable by the hirer:

- a. More than 14 days – No charge
- b. 7 to 14 days in advance – 50% of hire charge
- c. Less than 7 days in advance – 100% of hire charge

**5 LOSS, INJURY OR DAMAGE**

- 5.1 The hirer is responsible for any loss or damage to the building, fixtures, fittings, contents and decor during the let.
- 5.2 The hirer is advised that North Lanarkshire Council can accept no responsibility in respect of loss or theft of articles from the premises during the let or of any articles left on the premises at any time.
- 5.3 North Lanarkshire Council accepts no responsibility for any loss or damage, including personal injury and death, resulting from the premises proving to be unsuitable for the hirers intended use.
- 5.4 The hirer is advised to take out appropriate insurance to cover loss or damage of property belonging to themselves, North Lanarkshire Council or members of the public and to cover death or injury of persons in the building during the period of hire.
- 5.5 When an event is open to the public, the hirer is required to take out at least public liability insurance and the premises are let on the understanding that this will be done.
- 5.6 It is the responsibility of the lessee to ensure they supply adequate first aid provision for the activity or event. North Lanarkshire is not responsible for First Aid Provision.
- 5.7 The hirer must indemnify North Lanarkshire Council against any loss or damage as described within these conditions. North Lanarkshire Council reserves the right to charge for any damage to premises.

**6 LAYOUT & CAPACITY**

- 6.1 North Lanarkshire Council shall be notified by the hirer at least seven days prior to the date of the hire in order that any arrangements can be made in terms of seating and layout.
- 6.2 The hirer must strictly adhere to the capacities of each community facility. Failure to comply with the given maximum capacities may result in the termination of the let at any time without North Lanarkshire Council being liable to the hirer for damages.

**7 HEALTH & SAFETY**

- 7.1 The hirer is responsible for the provision of suitable automatic cut-out circuit breakers for any occasions where the use of electrical musical equipment is in use.
- 7.2 If a hirer is operating any portable electrical appliance not provided by North Lanarkshire Council this equipment must have a valid portable appliance test label or certificate. If the valid label or certificate is not available then this equipment will not be able to be used within North Lanarkshire Council facilities.
- 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 that their clients are aware of the escape routes to the available exits.
- 7.4 Hirers must make themselves aware of Fire Regulations and Procedures in force and as outlined in the fire evacuation notices displayed in community facilities. Each group should have a designated Fire Warden as per North Lanarkshire Council's Emergency Evacuation Plan for each building.

- 7.5 Hirers are responsible for the recording of attendance details for the purpose of evacuation. North Lanarkshire Council is not responsible for first aid provision.
- 7.6 No explosives, highly flammable spirits or liquid gas containers shall be brought into community facilities and the use of naked lights in any part of the building is strictly prohibited.
- 7.7 All chemical or substances used by users must be approved by North Lanarkshire Council. In accordance with the COSHH regulations North Lanarkshire Council would then seek a product data sheet and thereafter carry out assessment of the product suitability in relation to Health and Safety. No chemicals will be allowed in any facility without prior approval.
- 7.8 In the event of an accident within the premises the lessee must report the incident immediately to the caretaker/janitor/steward and an accident report form must be completed and returned as specified on the form.
- 7.9 In accordance with the prohibition of smoking in certain premises Regulations 2006. Smoking will not be permitted at any events.
- 7.10 Car boot sales are prohibited in the grounds of schools and community facilities.
- 7.11 Hirers are responsible for ensuring that areas and activities are risk assessed prior to allowing participants to take part in activities. Hirers must ensure that the area is visually inspected upon arrival and any defects reported to the member of staff on duty.
- 7.12 Hirers are responsible for providing a method statement highlighting 'Safe Systems' in relation to their booking. Where necessary supplying i.e. floor coverings and additional insurance to indemnify North Lanarkshire Council against any loss or damage as described within these conditions.

## **8 PROPERTY/EQUIPMENT**

- 8.1 All additional fittings, decorations or scenery of any kind provided by the hirer shall be subject to the approval of North Lanarkshire Council before being fitted and must be removed, if required, on the orders of North Lanarkshire Council. Failure to remove items as required will result in making arrangements to remove the same at the hirer's expense.
- 8.2 All other property brought into community facilities by hirers must be removed at the end of the let unless otherwise authorised by North Lanarkshire Council. Failure to comply with this condition will result in hire charges being extended to cover items involved and or any costs incurred relating to their temporary removal.
- 8.3 The hirer shall not interfere with electrical fixtures and fittings. No extension from existing electrical fittings shall be made without the consent of North Lanarkshire Council.
- 8.4 No fixings of any kind (bolt, nails, screws, blue tack etc.) shall be attached to any part of the interior or exterior of the building without prior consent from North Lanarkshire Council.
- 8.5 All hirers, including organisations, must leave the premises in a clean and tidy condition. Failure to comply may result in additional charge to cover cost of additional cleaning.
- 8.6 Hirers of specialised areas e.g. school theatres should familiarise themselves with the areas to ensure they are adequate for the purpose intended. Sound & lighting equipment is not included in the hire and permission to use must be granted by the school
- 8.7 Portable Electrical Equipment – (Please refer also to condition 7.2).

## **9 NOTICE/DISPLAY BOARDS**

- 9.1 The use of community facility notice/display boards is prohibited unless by prior arrangement with North Lanarkshire 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 prior consent being sought from North Lanarkshire Council.

## **10 STEWARDING**

- 10.1 The hirer is responsible for the provision of stewards and security staff for all 13 – 21 year old birthday parties and for the maintenance of good order at events/functions.

- 10.2 North Lanarkshire Council reserves the right to specify and/or engage stewards, security staff and first aid personnel on behalf of the hirer at the hirer's expense in circumstances that the contract deems appropriate at any event/function.
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- 10.4 North Lanarkshire Council requests that all 13-21 Birthday Parties are invitation only and that social media is not used to advertise the event.

## **11 PERFORMING RIGHTS SOCIETY/PHONOGRAPHIC PERFORMANCE LTD.**

- 11.1 The hirer must comply with all the Performing Rights Society regulations and supply any relevant information pertaining to this as requested by North Lanarkshire Council.
- 11.2 The hirer will obtain any necessary licenses from the Phonographic Performances Ltd in respect of use of sound recordings and indemnify North Lanarkshire Council against any breach of copyright during the let.
- 11.3 All category 5 lets will be charged the approximate charges as imposed by the Performing Rights Society and the Phonographic Performance Ltd. These charges will not be on a monthly basis but on an annual basis as per the above organisations accounting systems.
- 11.4 Certain educational premises may require to be licensed to allow public performances where money for tickets to exchange hands. If public performance is intended, it is important that the applicant indicate this clearly on the let form.

## **12 LIQUOR LICENSE**

- 12.1 All requests for permission to sell alcoholic liquor during a let must be notified at the same time as the application for let, alcoholic liquor may only be sold on the premises by authority of an occasional license granted by the Council. The lessee is responsible for ensuring that all liquor is sold in accordance with the Licensing Scotland Act and the requirements of the Licensing Section of North Lanarkshire Council.
- 12.2 The hirer will comply with the current licensing laws in every respect in relation to the let. No permission will be granted for Bring Your Own Bottle.
- 12.3 North Lanarkshire Council reserves the right at any time to withdraw permission for a bar and to lay down any further conditions.
- 12.4 North Lanarkshire Council reserves the right to reconsider the hours of application of let requiring a late license for which a license extension has been made and rejected.
- 12.5 The Senior Operating Officer of North Lanarkshire Council reserves the right in certain circumstances to insist that all bar services are provided with North Lanarkshire Council.
- 12.6 Customers are responsible for the removal of all glass, bottles and cans from the premises.

## **13 FOOD SAFETY**

- 13.1 The hirer is required to ensure compliance with the Food Safety Act 1990 and any subsequent related regulations.
- 13.2 We recommend that you use an experienced professional caterer with appropriate qualifications.
- 13.3 If you are heating or preparing food within our centre you must provide proof of a Basic Food Hygiene Certificate with your application.
- 13.4 The hirer is expected to familiarise themselves with the facilities available and to ensure that they are adequate for the purpose intended.
- 13.5 The hirer will be required to remove all reasonable waste from the environs of the facility and where necessary make special arrangements for its removal with a licensed contractor before final vacation of the premises.
- 13.6 Failure to comply with the above may result in the termination of your let.

#### 14 AMENDMENTS TO CONDITIONS

14.1 North Lanarkshire Council reserves the right to amend or add to these conditions of let at any time.

#### 15 SPECIALIST/SPORT/COACHING BOOKINGS

15.1 All bookings of a coaching / teaching nature are approved on the understanding that the appropriate coaching qualifications from the recognised sport or coaching body or association is in place. North Lanarkshire Council reserves the right to request proof of such qualifications.

15.2 When sporting activities are being conducted appropriate footwear must be worn.

15.3 Special conditions will apply to the letting of the areas listed below and separate details will be required with each let application:- Pitches / Play Areas / Gymnastic Equipment / Dog Training / Playing Fields / Specialist Classroom Equipment / Kitchens, Cafeterias, Serveries.

#### 16 CHILD PROTECTION

16.1 The hirer is required to ensure compliance with North Lanarkshire Council's Child Protection Policy and any subsequent related regulations.

16.2 Hirers without a registration number will not be able to book a school or community facility.

16.3 To request a Child Protection Registration Form call 01236 632777

16.4 Failure to comply with North Lanarkshire Council Child Protection Policy will result in the termination of the let at anytime, without North Lanarkshire Council being liable.

#### 17 GENERAL

17.1 For the purposes of these Conditions the term 'North Lanarkshire Council' shall include persons authorised by them and the term

'hirer' shall also include their employees, their agents, tradesmen, contractors, suppliers and member of the general public entering at the invitation, express or implied, of the hirer or their agents, tradesmen, contractors and suppliers.

17.2 The term 'Community Facilities' shall include all Community Education Facilities, Community Centres, Schools, Libraries, Senior Citizens Facilities administered by North Lanarkshire Council.

17.3 The relevant North Lanarkshire Council officers shall have access to all parts of the community facilities at all times during periods of let.

17.4 Advice and instructions of North Lanarkshire Council must be strictly adhered to at all times during the let.

17.5 All additional costs associated with bookings will be charged to the hirer. For example additional cleaning charges within schools, overtime costs, grounds maintenance charges, litter picking, additional staffing. This list is not exhaustive. North Lanarkshire Council reserves the right to refuse any bookings where there are cost implications for the organisation.

17.6 North Lanarkshire Council or persons authorised by North Lanarkshire Council shall have the right to suspend or take action at their discretion on any matter which, in the opinion of North Lanarkshire Council's officers, does not comply with the terms of these conditions, or which they consider necessary in the interests of safety and good order or to deal with any contingency not covered by these Conditions of Let.

#### 18 DATA PROTECTION

18.1 We may check information provided by you, or information about you provided by a third party, with other information held by us. We may also get information from certain third parties, or give information to them to check the accuracy of the information, to prevent or detect crime, or to protect public funds in other ways, as permitted by law. These third parties include Government Departments, Local Authorities & Credit Reference Agencies.

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