

EAST RENFREWSHIRE CULTURE AND LEISURE TRUST

CONDITIONS OF LET

APPLICATION FOR LET

All applications for lets of community facilities ("the premises") must be made on the official application form supplied by East Renfrewshire Culture and Leisure Trust ("the Trust"), on request. Applications shall be made a minimum of 14 days prior to the proposed date of the let. Applicants must be over 21 years old.

The receipt of a completed application form does not constitute an acceptance of the application by the Trust. All applications are subject to Trust approval to ensure that they are consistent with the principles and values of the Trust. The applicant will receive written confirmation from the Trust when the let is approved.

All bookings made in respect of the premises shall be subject to the times stated on the application form. Entry to the premises will be given at the time requested on the application form. Lessees shall ensure that the premises are cleared by the time stated on the let application form.

Lessees wishing to book the premises on a regular basis require to complete a Registration Application and will receive written confirmation when approved. New Applications must pay their first four fees in advance.

Lets are granted to the person making the application and are not transferable. It is not permitted to book a facility on behalf of a third party. The premises shall only be used for the purpose specified on the application form. If the premises or any part of them, are used for purposes other than that specified on the application form, the Trust reserves the right to cancel the booking at any time without liability for any costs or losses incurred by any party as a result of the cancellation.

CHARGES AND CANCELLATIONS

Charges will be made at the appropriate rate for the time of the let and type of premises. Charges are payable in advance of the date of the let for a single let and invoiced monthly in arrears for serial lets. The charges for one-off lets include a **non-refundable deposit of either £50 or 50%** whichever is the lesser. The Trust reserves the right to vary charges for the premises from time to time. Preparation time should also be booked on the booking form and is chargeable at the normal rate.

Cancellations or adjustments to the original booking must be made in writing. Bookings are not transferable. In the event of a cancellation by the lessee the following charges shall be payable:

- More than 28 days - no charge (except deposit)
- Less than 28 days to 14 days – 50 % of total hire charge
- Less than 14 days – 100% of total hire charge

LET TIMES & LICENSING

In Halls, let times shall not extend beyond 12.00 midnight and bars shall close by 11.30pm. All lessees please note that restrictions on letting periods may occur at holidays and for other reasons.

In Schools, let times shall not extend beyond 10.00 pm except where a special application has been made and approved. All lessees please note that restrictions on letting periods may occur at holidays and for other reasons.

The Trust reserves the right to refuse or cancel an application for the let of the premises at any time. In the event of disruption within Trust premises which constitutes a risk for staff or people within the premises and at a licensed event the Trust's representative i.e. Facility Officer/Janitor shall be entitled to close the premises, and evacuate the premises. The Trust will be entitled to refuse further application from such lessee.

No alcohol shall be sold or supplied in any part of the premises except with the prior written consent of the Trust. Where alcohol is to be sold or supplied the Lessee requires to apply for a license from the East Renfrewshire Licensing Board, East Renfrewshire Council, Eastwood Park, Rouken Glen Road, Giffnock. (Tel: 0141-577-3001). Application for Licenses for the sale of alcohol will be permitted only in relation to the **let times** specified in the application form.

Lessees are responsible for ensuring that all alcohol is sold or supplied in accordance with the Licensing (Scotland) Act 1976 and the requirements of the East Renfrewshire Licensing Board.

The Trust reserves the right at any time to withhold or withdraw its consent for the use of the premises for the sale or supply of alcohol and/or to impose any conditions on the grant of such consent as it deems appropriate.

Under the obligations the Trust has with the Performance Rights Society all types of music played or performed within council premises should be disclosed on the booking application form. A copy of the printed programme detailing the music to be performed and /or played during the let shall be submitted to the Trust with the application form. **Gambling**, in any form, in any of the premises is not permitted.

LOSS, INJURY OR DAMAGE

The Trust shall not be liable for loss or damage to property belonging to the lessee or those attending the premises unless said loss or damage is directly attributable to the negligence of the Trust or its staff. The Trust accepts no responsibility for loss or damage arising directly or indirectly from Acts of God, strikes, riots, lock-outs, civil commotion, trade disputes, fire, flood, or similar occurrences within or outwith the premises or from any other cause beyond the control of the Trust.

All damages to the property/equipment occurring from misuse on the part of the lessee will be reported to the Trust and charges will be made against the lessee.

When an event is open to the public, the lessee shall obtain Public Liability Insurance of £5M. The lessee must provide evidence that the insurance has been obtained.

Where required the lessee is advised to take out insurance to cover loss or damage of property belonging to the lessee, the Trust or members of the public and to cover death or injury of persons in the building during the period of let.

In certain circumstances, the Trust can offer Public Liability Insurance for One-off lets or events. A fee shall be payable in connection with said Public Liability Insurance. When required lessees hiring the premises on a regular basis must arrange their own insurance cover including public liability cover, and shall submit to the Trust a copy of their insurance policies.

Lessees hiring the premises shall accept full responsibility for any accident, injury or damage to any person which may occur as a result of the hire of the premises. When a playground or Hall Car Park is used for parking cars, the lessees shall relieve the Trust of any responsibility for accidents occurring during the let. For certain lets, the lessee shall require to provide an attendant to supervise the parking arrangements.

HEALTH & SAFETY

All lets are subject to the Trust's Health & Safety Code of Practice, which is displayed and copies of which are available within the premises. In terms of the Fire Safety Regulations, the capacity of the premises shall not be exceeded. The maximum number of persons, which the premises can accommodate, is advised at the time of booking.

In the event of an accident within the premises, the lessee shall report the accident immediately to the Facility Officer /Janitor and an Accident Report Form shall be completed and returned as specified on the said Form.

Fire drills are conducted on a regular basis. The lessee shall make him/herself aware of the method of exit from the premises and the position of the assembly area after leaving the premises. The lessee shall ensure that there is a method of accounting for each occupant of the premises in the event of an emergency evacuation.

If a member of your group is disabled and requires assistance to evacuate the building safely a Personal Evacuation Emergency Plan must be completed. Please notify the bookings team at time of booking or if any changes occur within your group.

The lessee shall be responsible for ensuring that a safe and healthy environment is provided for occupants of the premises. Any events open to the public shall be subject to safety checking. The lessee may be required to submit a copy of the safety plan for the organisation.

Lessees working with young people under 18 yrs shall adhere to the Trust's Child Protection Policy, guidelines and procedures.

Trust Officials or representatives shall be entitled to enter any part of the premises for inspection purposes without notice at any time.

The users of community facilities and schools shall comply with the "Smoking, Health & Social Care (Scotland) Act 2005, which strictly forbids smoking within premises including outside entrances, exits & fire exits or the surrounding curtilage.

No alterations or additions of whatever nature shall be carried out to the premises without the prior written consent of the Trust. Electrical equipment used within the premises shall carry a current Portable Appliance Test certificate.

No explosives, fireworks, highly flammable spirits, naked flames or liquid gas cylinders shall be brought into the premises or their environs.

STEWARDING

The lessee shall be responsible for ensuring that the conditions of the let are observed and that good conduct is maintained during the let. The lessee shall provide adequate stewarding for this purpose and ensure that the number of persons attending any function shall be restricted to the capacity of the hall. The Trust reserves the right to specify and/or engage stewards, security staff and first aid personnel on behalf of the lessee and charge the lessee at the appropriate rate for said services. The lessee or his representative supervising the let shall report to the Facility Officer/Janitor on arrival and sign the Let Record Form.

LAYOUT & CAPACITY

Advance information regarding seating or layout requirements shall be forwarded to the Facility Officer /Janitor a minimum of two days prior to the date of the let. The use of specialised equipment and facilities within the premises shall be permitted by prior arrangement only.

Lessees shall adhere to the respective capacities of the premises. Failure to comply will result in the immediate termination of the let without any liability by the Trust. The Trust requires public admissions to be controlled by tickets. Tickets shall be sold prior to the starting time and shall not be sold in the premises during or immediately prior to the event.

Additional conditions may apply to the let of particular areas within premises for specific activities and these may be imposed when the let application is received.

GENERAL

If the lessee requires equipment/furniture to be transported to the premises, the transport costs will be charged to the lessee at the appropriate rate.

An Event Management Plan may be required for some events eg car boot sales, events with Bouncy Castles, events open to the public.

No notices/posters relating to the let shall be affixed to street furniture without the specific approval of the Director of Environment, East Renfrewshire Council.

If your event requires additional cleaning in a school additional charges will be levied against the costs of your booking.

The Trust Staff have access to all parts of the premises at all times during periods of let. The Trust Staff have the right to suspend the let or take action at his/her discretion on any matter which, does not comply with the Conditions of Let, or which he/she considers necessary in the interests of safety and good order or to deal with any contingency not covered by the Conditions of Let.

In appropriate circumstances, as shall be determined by the Trust, the Trust will take reasonable responsibility to offer alternative accommodation to the lessee where possible.

The Trust reserves the right to add to, alter or cancel any of these conditions.

East Renfrewshire Culture and Leisure Trust

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