

Dumfries and Galloway Council
Children, Young People, Lifelong Learning

TERMS AND CONDITIONS OF SCHOOL LETS

www.dumgal.gov.uk/schoollets

1. Application for Let

- a) All applications for lets within Dumfries and Galloway Council facilities shall be made on an appropriate official booking form depending on whether the let is for a Regular & Block Booking (Form A) or a Function/ Special Event (Form B). At least 14 days' notice shall be given for hire of facilities.
- b) The receipt of booking form does not constitute an acceptance of the application by Dumfries and Galloway Council. The premises shall not be deemed to be let until the applicant has received confirmation in writing from Dumfries and Galloway Council.
- c) All applicants shall be over the age of 18 years and proof of identity/age may be required.
- d) All applications for let made in respect of Dumfries and Galloway Council facilities are subject to the times stated on the booking form. Hirers shall ensure that the facility is cleared at the appropriate time. Entry to the facilities will be from the time specified on the application for let. Any additional time accrued will be charged after the event, if necessary.
- e) All applications for let shall state the specific areas of accommodation within the facility required for the let. Additional areas requested on the day of let may not be available and may be subject to an additional charge in terms of clause 4 (b) below
- f) All applications for let shall state the specific equipment or requirements for the let. Additional equipment or requirements requested on the day of let may not be available and may be subject to an additional charge in terms of clause 4 (b) below.
- g) No application for let will be accepted while any accounts for payment by the hirer to Dumfries and Galloway Council remain outstanding. Clause 4 (c) below applies.
- h) Dumfries and Galloway Council reserves the right to grant or refuse any application for let in whole or in part in its discretion.

For lets of a continual/repetitive nature, the hirer is required to submit a VAT Exemption Form (Form D) if required with the completed booking form. Criteria for VAT exemption is outlined at: <http://www.dumgal.gov.uk/CHttpHandler.ashx?id=18461&p=0>

- a) A Child Protection Declaration Form should be submitted with completed booking form if required (Form E).

2. Child Protection Policy

The hirer is required to ensure compliance with a Child Protection Policy and any subsequent related regulations. Child protection information, links to legislation and documentation is available on <http://www.dumgal.gov.uk/CHttpHandler.ashx?id=18463&p=0>

- a) Failure to comply with a given Child Protection legislation may result in the termination of the let at any time without Dumfries and Galloway Council being liable.

3. Booking Dumfries and Galloway Council Facilities in Advance

- a) Advance applications for lets of a continual/repetitive nature are accepted solely on the condition that shall the premises be required for other individual events, these would take priority. At least 14 days' written notice shall be given to the hirer in all cases.
- b) Advance applications for lets of a continual/repetitive nature may only be granted for maximum hire duration of 12 months and will be reviewed each year.

All costs are subject to annual price review in April either at budget setting committee agreement or at service level via CYPLL harmonised fees and charges. Charges are available to view at: <http://www.dumgal.gov.uk/CHttpHandler.ashx?id=18460&p=0>

4. Payment

- a) Payment for lets will be invoiced monthly or termly and shall be paid in full by the hirer.
- b) Dumfries and Galloway Council reserves the right to bill additional charges in terms of Clauses 1 (e) and (f) above or charges as a result of any damage or additional outlay caused as a direct result of the let.
- c) Failure to pay any accounts within the time required may result in no further availability of premises until the account is paid. When necessary, legal action may also be pursued.

5. Cancellation

- a) Dumfries and Galloway Council reserves the right to cancel a let providing notice either by verbal, electronic or writing at any time without being liable for compensation.
- b) Notification of hirer's intention to cancel or alter a let shall be made in writing.
- c) In the event of cancellation by the hirer the following cancellation charges are payable by the hirer:
 - i. More than 14 days' notice - No charge
 - ii. 7 to 14 days' notice - 50% of hire charge
 - iii. Less than 7 days' notice in - 100% of hire charge

6. Loss, Injury or Damage

- a) Dumfries and Galloway Council accepts no responsibility for any loss or damage, including personal injury or death, shall the facility prove to be unsuitable for the hirer's intended use. The hirer shall be deemed to have been satisfied in this respect prior to the let commencing.
- b) The hirer is required to take out appropriate insurance to cover their specific activities and to cover loss or damage of property belonging to the Hirer, Dumfries and Galloway Council and person's participating at the event or members of public and to cover death or injury of persons in the building during the period of let.
- c) When an event is open to the public, the hirer is required to take out public liability insurance and the premises are let on the understanding that this will be done. Copy of the hirer's public liability insurance shall be submitted with the booking form.
- d) The hirer shall indemnify Dumfries and Galloway Council against any loss or damage as described within these conditions.

7. Equipment

- a) All equipment brought into the Dumfries and Galloway Council facilities by the hirer shall be removed at the end of the let unless otherwise authorised by the Facility Assistant. Any equipment / property stored on the premises are left at the risk of the hirer and Dumfries and Galloway Council will not accept responsibility for any loss or damage.
- b) The erecting and dismantling of general school equipment necessary for the purpose of the let is the responsibility of the facility and additional equipment requests should be clearly stated on application.
- c) Specialist school equipment required for lets shall be erected and dismantled in line with equipment risk assessment requirements specific to equipment. Hirers will be required to have risk assessments for any specialist equipment brought in for their own use.
- d) It is the hirer's responsibility to ensure that all electrical equipment brought into the facilities has the appropriate PAT certification; copies of the PAT certificates may be requested on or before the event.

8. Catering

- a) To observe the Food Safety Act 1990 and any subsequent related regulations, all catering requirements for the purpose for the event shall be overseen by Dumfries and Galloway Council catering supervisors when the use of kitchen facilities is requested by hirers.

9. Notice/Display Boards

- a) The use of the facilities notice/display boards is prohibited unless by prior arrangement with the facility. 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 and obtained from the Facility.

10. Health & Safety

- a) It is the responsibility of the hirer to arrange to meet with a representative of Dumfries and Galloway Council school staff to be inducted in fire safety procedures and carry out a risk assessment prior to the event. Corridors and fire exits shall be kept clear of obstruction at all times.
- b) An accurate tally of the numbers attending shall be kept in writing by the hirer and be available in the event of a fire drill or emergency.

11. Alcohol & Licensing

- a) The hirer is responsible for obtaining relevant licence i.e. gaming, public performance, alcohol, small lotteries etc., for the intended activity/event in advance of submitting an application for let. Information on timescales and license application documentation is available at: <http://www.dumgal.gov.uk/licensing>
- b) Applications for permission to sell alcohol during a let shall be submitted to the Licensing Authority within sufficient time for such application to be granted. It is the hirer's responsibility to contact the Licensing Authority and submit their application in time allowing at least 28 days for processing. Alcohol may be sold within the facility only subsequent to the granting of relevant license by the Licensing Authority.
- c) The Hirer is responsible for ensuring that all alcohol is sold in accordance with the Licensing (Scotland) Act 2005.
- d) The hirer shall not provide, sell or allow to be provided or sold any goods or other commodity on or off the premises without the prior written approval of the facility.

12. Security/Stewarding

- a) The hirer is responsible for the provision of stewards/security staff for the maintenance of good order at the event for which the facility has been let. Detailed arrangements of the proposed security staff, confirming first aid training and any official body memberships, shall be submitted no later than 1 week prior to the event to provide duty facility staff contact details for the event.
- b) Behaviour deemed to be inappropriate may result in immediate cancellation. The Council reserves the right to investigate any incidents deemed to be serious in nature or where complaints have been received.

13. Smoking

- a) Smoking is prohibited in all Council premises and surrounding areas. All facility users are required to adhere to the Smoking, Health & Social Care (Scotland) Act 2005 and the Prohibition of Smoking in Certain Premises (Scotland) Regulations 2006. Failure to comply with the law is a criminal offence. The Steward shall ensure that this Policy is adhered to at all times.
- b) Individuals may be fined a fixed penalty of £50 for smoking within no smoking premises. The hirer or person in charge of any group/organisation using no smoking premises could also be fined a fixed penalty of £200 for allowing others to smoke on no smoking premises.

14. General

- a) The hirer shall be required to remove all waste produced as a result of the let from the areas of accommodation within the facility used for the let and its environs and where necessary make special arrangements for its removal before final vacation of the premises.
- b) The relevant facility staff shall have access to all parts of the facilities at all times during periods of let.
- c) Advice and instructions of relevant facility staff shall be strictly adhered to at all times during the let.
- d) Dumfries and Galloway Council, or persons authorised by Dumfries and Galloway Council, shall have the right to suspend or take action at his/her discretion on any matter which, in the opinion of that person, does not comply with these Terms and Conditions of School Lets, or which he/she considers necessary in the interests of safety and good order or to deal with any contingency arising not covered by these Terms and Conditions of School Let.
- e) The hirer shall (i) be obliged to obtain from Phonographic Performance Limited (PPL) any necessary licence(s) in respect of his use of sound/visual recordings within the subjects of let, and (ii) to indemnify Dumfries and Galloway Council against any breach of copyright within the subject during the time of let.
- f) The hirer shall, by submission of a Booking Form, accept these Terms and Conditions of School Let and any amendments and additions to them.