

# CONDITIONS OF HIRE AND USE OF PREMISES

## 1. APPLICATION FOR HIRE AND USE / NOTICE PERIOD

All applications for hire and use of Children's Services facilities must be made on an official application form. Please note that a minimum of 10 working days must be provided to allow necessary arrangements to be made.

Please click on the links below to find out:

1. [What premises are available?](#)
  1. [Primary schools](#)
  2. [Secondary schools](#)
  3. [CLD Community Centre](#)
  4. [Community Halls](#)
2. [How to book](#)
3. [Charges for lets](#)
4. [Conditions of let](#)
5. [Other facilities](#)

The receipt of an application form for hire of a facility does not constitute an acceptance of the application. The facility will not be deemed to be hired until the applicant has received written confirmation of hire.

### **Minimum Age of Let Applicant / Proof of Identity**

Applicants must be over the age of 18 years of age and proof of age / identity may be required.

### **Let Times and Areas**

- All bookings made in respect of the facility are subject to the times stated on the booking form.
- Hirers must ensure that the facility is vacated at the appropriate time.
- Entry to the facility will be from the time specified on the booking form.
- All applicants must state the specific areas of accommodation within the facility and the activity must be restricted to those identified areas.

## 2. REFUSAL OF LETS, CANCELLATIONS, PAYMENT AND REFUNDS

### **Cancellation by Falkirk Council, Children's Services**

- All Groups/organisations using the facility must state in the application form the purpose for which the let of the facility is required. The approved purpose may not be changed without prior written consent from the Council. If the facility, or any part of it, 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.
- 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.
- The Council reserves the right to cancel bookings if the facilities are subsequently required for official school or Council business.
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## **2. REFUSAL OF LETS, CANCELLATIONS, PAYMENT AND REFUNDS (CONT...)**

- The Facility may not be used for any purpose which the Council considered 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, sexual orientation or for activities considered by the Council to be offensive or lewd.

### **Cancellation by Hirers**

- Written notification of cancellation must be received by Children's Services Lets Team a minimum of seven days before the day of the booking. Failure to provide this will result in the hirer being charged the full amount of the booking value.
- Payment arrangements will be agreed at the time of booking. If the hirer fails to comply with these payment arrangements. The Council may cancel and reject any future bookings.

## **2. USE OF EQUIPMENT**

The use of equipment (e.g. music equipment and instruments, gym equipment, PC equipment, Smart boards, projectors, drama lighting and sound equipment) is not permitted without written permission from Children's Services. Any such use may also incur additional charges.

### **School Kitchens**

- Catering Kitchens are not available for hire.

### **Other Kitchen Areas (Non School Meal Producing)**

- Kitchen Facilities and services may be permitted in certain circumstances and may require the presence of Falkirk Council's Catering staff for which an appropriate charge will be levied.

## **3. FOOTWEAR AND CLOTHING**

The hirer must ensure that appropriate footwear is used when hiring gym halls and outdoor areas. Indoor rubber soled sports footwear must be used indoors to prevent marks and the floor should be kept clean and free from scratches. No studs or blades should be used on synthetic pitches.

## **4. FIRE EVACUATION AND FIRST AID**

- The hirer and person in charge must familiarise themselves, and everyone in their care, with the Fire Procedures, the position and use of the fire appliances (only if trained to use them) and Fire Exits. Details can be obtained from the staff on duty.
- It is the responsibility of the hirer to arrange for First Aid equipment and personnel for the duration of the hire.

## **5. ELECTRICAL EQUIPMENT**

Portable electrical equipment may only be used in the premises if it has been PAT tested to ensure that it has no electrical defect. Equipment may be checked at any time during the let period.

## **6. REPORTING OF ACCIDENTS / INCIDENTS**

- The hirer is responsible for any damage to the premises and equipment. Alterations to the premises, such as the fixing of apparatus is not permitted unless agreed in writing by the Council. Repairs required as a result of damage to the premises will be charged to the hirer.

## **7, REPORTING OF ACCIDENTS / INCIDENTS (Cont....)**

- The Council will accept no liability for accidents on the premises.
- Damage to property and injury to persons during the time of use should be notified immediately to the janitorial / Facilities Management staff.

## **7. LOSS OR DAMAGE**

The Council will not be liable for any damage or loss of property brought to or left in the premises or premises' car park by anyone using the premises for lets.

## **8. CONDUCT AND CONDITION OF PREMISES**

Behaviour deemed to be inappropriate may result in the cancellation of a booking. The Council reserves the right to investigate any incidents deemed to be serious in nature or where complaints have been received.

The hirer will ensure that the facilities are in a clean and tidy condition at the end of any hire period. In the event that extra cleaning staff are required to clean areas, an appropriate charge will be made.

## **9. PUBLIC LIABILITY INSURANCE**

The hirer shall indemnify the Council against all costs, expenses, liabilities, injury, loss or damage arising due to any act or omission of the hirer, or any of his agents, volunteers or staff in connection with the hire of the premises or the activities carried out during the period of let.

The hirer must have in force a policy of public liability insurance to cover such indemnity. Such insurance cover shall be for the minimum sum of £5 million in respect of any one incident. The hirer must exhibit to the Council if requested, a certified copy of a valid insurance policy.

## **10. CHILD PROTECTION – PVG / DISCLOSURE: REQUIREMENTS OF LET HOLDER**

The hirer must ensure that it complies with the terms of the Protection of Vulnerable Groups (Scotland) Act 2007. This is relevant to any let involving children, young people under the age of 18 and/or vulnerable adults. Information can be obtained at [www.disclosurescotland.co.uk](http://www.disclosurescotland.co.uk)

The hirer shall ensure that all staff and any others who are carrying out regulated work (as defined in the PVG Act) during the hire of the facilities are registered member of PVG Scheme. Failure by the hirer to comply with this condition will be a breach of contract and entitle Falkirk Council to terminate the hire.

## 11. LICENCES, PHOTOGRAPHY AND BROADCASTING RIGHTS

- **Alcohol** - No alcohol is permitted in Children's Services premises without the appropriate licences being obtained from the Licensing, Governance Unit and written consent being obtained from Children's Services.
- **Copyright & Performances** – The hirer shall be responsible for securing any permits required for the performances of copyright work. The Council will not be liable for any claims as a consequence of the performance of copyright work for which the user did not obtain a licence from the Performance Rights Society or other appropriate licensing body.
- **Public Entertainment Licences** – Schools are not licensed for public entertainment and admission to functions where a charge is made must be by ticket only and no money must be taken at the door.
- **Broadcasting Rights** – The hirer is prohibited from granting broadcasting rights without prior written consent from the Council.
- **Photography** - The use of cameras, videos and other equipment with the capacity to photograph is allowable provided the hirer for the let has obtained written permission from parents of the children or persons being photographed.

## 12. NO SMOKING POLICY

Smoking is prohibited in all Council premises. All users will be required to adhere to The Smoking, Health and 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. Individuals may be fined a fixed penalty of £50 for smoking in no smoking premises. The user or person in charge of any group using no smoking premises could also be fined a fixed penalty of £200 for allowing others to smoke in no smoking premises.

## 13. DATA PROTECTION – PRIVACY STATEMENT

All data collected on this form will be managed in accordance with the General Data Protection Regulations. You can find our Privacy Notice regarding the information in this form on our website at [www.falkirk.gov.uk](http://www.falkirk.gov.uk).

## 14. CUSTOMER COMMENTS

Falkirk Council is committed to provide a quality customer service. If something goes wrong please tell us, we can then try to put things right and improve the service. Please email: [educ.lets@falkirk.gov.uk](mailto:educ.lets@falkirk.gov.uk)