



Conditions of Let Community Facilities

West Dunbartonshire Leisure (WD Leisure) hereby make the following Management Rules to regulate the use of and conduct of persons whilst in premises occupied or managed by WD Leisure or otherwise under their control to which the public have access whether on payment or otherwise.

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 at least 14 days prior to let.
- 1.2 The receipt of an application form for let of a community facility does not constitute an acceptance of the application by WD Leisure. The facility shall not be deemed to be let until the applicant has received confirmation in writing from WD Leisure.
- 1.3 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 facility 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 WD Leisure. If the community facility, or any part thereof, is used for purposes different from that for which they are engaged WD Leisure reserves the right to terminate the booking at any time without WD Leisure 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 whilst any accounts for payment by the hirer to WD Leisure are outstanding.
- 1.8 WD Leisure 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 WD Leisure 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 BILLING

- 3.1 WD Leisure reserves the right to bill additional Cleaning, janitorial and caretaker cover, where necessary.
- 3.2 WD Leisure reserves the right to bill additional charges as a result of any damage outlined in Section 5 after the event.

- 3.3 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 WD Leisure 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 WD Leisure.
- 4.2 WD Leisure reserves the right to charge for a let where notification of cancellation is received within 7 days of the let and WD Leisure are unable to re-let.

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 WD Leisure 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 WD Leisure 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, WD Leisure 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. It is the responsibility of the hirer to ensure adequate first aid provision for the activity or event. WD Leisure is not responsible for first aid provision.
- 5.6 The hirer must indemnify WD Leisure against any loss or damage as described within these conditions. WD Leisure reserves the right to charge for any damage to premises.

6 HEALTH AND SAFETY

- 6.1 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.
- 6.2 If a hirer is operating any portable electrical appliance not provided by WD Leisure 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 WD Leisure facilities.
- 6.3 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.
- 6.4 Hirers must make themselves aware of Fire Regulations and Procedures in force and as outlined in the fire evacuation notices displayed in community facilities.
- 6.5 Hirers are responsible for the recording of attendance details for the purpose of evacuation.
- 6.6 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.
- 6.7 All chemical or substances used by users must be approved by WD Leisure. In accordance with the COSHH regulations WD Leisure 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.

- 6.8 In the event of an accident within the premises the hirer must report the incident immediately to the Facilities Assistant and an accident report form must be completed.
- 6.9 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 PROPERTY/EQUIPMENT

- 7.1 The hirer shall not interfere with electrical fixtures and fittings. No extension from existing electrical fittings shall be made without the consent of WD Leisure.
- 7.2 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 WD Leisure.
- 7.3 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 NOTICES

- 8.1 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 WD Leisure.

9 STEWARDING

- 9.1 The hirer is responsible for the maintenance of good order at events/ functions. WD Leisure 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.

10 PERFORMING RIGHTS SOCIETY/PHONOGRAPHIC PERFORMANCE LTD

- 10.1 The hirer must comply with all the Performing Rights Society regulations and supply any relevant information pertaining to this as requested by WD Leisure.
- 10.2 The hirer will obtain any necessary licenses from the Phonographic Performances Ltd in respect of use of sound recordings and indemnify WD Leisure against any breach of copyright during the let.
- 10.3 All commercial lets will be charged the approximate charges as imposed by the Performing Rights Society and the Phonographic Performance Ltd.

11 LIQUOR LICENSE

- 11.1 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 hirer is responsible for ensuring that all liquor is sold in accordance with the Licensing Scotland Act and the requirements of the Licensing Section of West Dunbartonshire Council.
- 11.2 WD Leisure reserves the right at any time to withdraw permission for a bar and to lay down any further conditions.
- 11.3 WD Leisure 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.
- 11.4 Lets where alcohol is consumed will incur additional staffing charges. These will be advised in advance of the let.

12 FOOD SAFETY

- 12.1 Hirers are required to ensure compliance with the Food Safety Act 1990, the Food Hygiene Regulations 2006 and any subsequent related regulations.
- 12.2 Hirers are expected to familiarise themselves with the facilities available and to ensure that they are adequate for the purpose intended.
- 12.3 Hirers will be required to remove all 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 AMENDMENTS TO CONDITIONS

- 13.1 WD Leisure reserves the right to amend or add to these conditions of let at any time.

14 SPECIALIST/SPORT/COACHING BOOKINGS

- 14.1 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. WD Leisure reserves the right to request proof of such qualifications.
- 14.2 When sporting activities are being conducted appropriate footwear must be worn.

15 THE PROTECTION OF CHILDREN (SCOTLAND) ACT 2003

- 15.1 The hirer is required to ensure compliance with WD Leisure's Safeguarding Children Policy and any subsequent related regulations.
- 15.2 Failure to comply with WD Leisure's Safeguarding Children Policy will result in the termination of the let at anytime, without WD Leisure being liable.
- 15.3 If the let is in connection with the provision of services for children, that is persons under the age of 18, it shall be the sole responsibility of the applicant to ensure in advance that appropriate PVG (Protecting Vulnerable Groups Scheme) checks under Part 5 of the Police Act 1997 (Scotland) have been carried out on any individual who will be involved in the said provision by way of working, whether paid or unpaid, in a childcare position as defined in Schedule 2 of the Protection of Children (Scotland) Act 2003. In this respect the applicant's attention is drawn to the fact that useful guidance on the Protection of Children (Scotland) Act 2003 is available on the Scottish Executive website.

16 GENERAL

- 16.1 For the purposes of these Conditions the term 'WD Leisure' 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.
- 16.2 The relevant WD Leisure officers shall have access to all parts of the community facilities at all times during periods of let.
- 16.3 WD Leisure or persons authorised by WD Leisure shall have the right to suspend or take action at their discretion on any matter which, in the opinion of WD Leisure'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.

This information can be made available in a range of languages and formats, including large print, braille, audio, electronic and accessible formats.

如果你需要用其他语言或者其他格式表示这些信息，请与我们联系以便讨论你的要求。

Jeżeli potrzebujesz tą informację w innym języku lub formacie, proszę, skontaktuj się z nami, żeby przedyskutować Twoją potrzebę.

اگر آپ کو دوسری زبان میں یہ معلومات درکار ہو تو برائے مہربانی ہم سے مندرجہ ذیل پہلے پر رابطہ کریں



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