

CONDITIONS OF LET – PRIMARY SCHOOL LETTING

These conditions must be adhered to by all let holders:

General Conditions

1. The application form must be completed by the group leader, owner, director etc... of the organisation as it is this person who will be responsible for payment of the let. The applicant is referred to as the let holder throughout these conditions. The let holder shall be deemed responsible for the conduct of those attending the let venue. This person must be aged 18 years or over.
2. When applying for a let, please note that a minimum of 10 working days notice should be given to West Lothian Council (hereinafter “the Council”) to allow the necessary arrangements to be made.
3. The let holder must clearly state to the Council the purpose of the proposed let at the time of application. If applying for a let relating to an event or sporting activity, the specific nature of the sport or game must be stated on the let application form.
4. Receipt of an application for a let does not constitute an acceptance of the application by the Council. All applications are subject to the approval of the Council. No venue should be considered let until confirmation has been received by the let holder. The school will always have first priority for use of the building. Letting times are between 6pm and 10pm Monday to Friday.
5. Lets may be permitted during school holidays periods and weekends with the prior approval of the Council.
6. The area let shall be specified on the let confirmation. The let holder shall only be permitted in the areas specified. The instructions of the Council must be followed at all times.
7. Lets are not transferable and must be used for the purpose stated.
8. If for any reason a let holder wishes to cancel on any particular date, the let holder must notify the Council at least 2 working days prior to the date of the let. Failure to comply with this condition will result in the full cost of the let being payable by the let holder. In the case of lets where there is no charge, failure to attend in whole or part will result in the review of further lets.
9. If a pitch/playing field is deemed unplayable by the let holder, the let holder must notify the Council as soon possible and no later than three working days from the date of let. If this notification is not provided, no refund will be given. In the case of pitches/playing fields, the Council’s decision on the fitness of the ground for play will be final.
10. The Council reserves the right to cancel lets at any time, for example if the school requires use of the building or if maintenance needs to be carried out. The Council will give as much notice as possible of any cancellation, and refund will be issued where the Council has made the decision to the cancel a let.
11. No storage of any kind is provided as part of a let.
12. Parking is not provided as part of a let. Where let holders park on Council premises, it will be at their own risk.
13. Waiting areas for those not participating in the let activity are not provided as part of the let, e.g. parents/carers taking children to clubs. Any additional spaces should be booked if needed.
14. Granting of a let **does not include** the use of specialised equipment and facilities within the school premises unless the specific consent of the Council has been provided. This would include for example:
 - The gymnasium apparatus – fixed or portable;
 - Goals and nets;
 - Pianos and other musical equipment;
 - Stage lighting.
 - Screens and IT equipment
 - School kitchen equipment
 - Projectors, speakers or microphones.
15. In any halls/gymnasias, the floor must be kept clean and free from scratches or scores. Where a let is granted of a central hall, assembly hall or dining hall for other than physical education activities the following footwear is permitted:
 - Rubber soled sports footwear
 - Leather Dancing Pumps
 - Outdoor shoes with rubber soles and heels
 - Outdoor shoes with plain leather soles and heelsWhere outdoor shoes as above are worn, excess outside dirt must be removed from shoes before entry or re-entry is made to the hall concerned. **No shoes with stiletto or similar type heels (i.e. metal heel or toe tips) are to be worn in gym or games hall areas. No studs or blades are permitted at any time on synthetic turf pitches. Only trainers and footwear designed for use on synthetic pitches is allowed.**
16. No substance shall be used for polishing the floor of any premises. In addition, dry ice must not be used in Council premises.
17. Gratuities are not to be given to employees of West Lothian Council.
18. It is the let holder’s responsibility to ensure premises are left in a clean and tidy condition after any let. Any damage or spillage must be reported to the Council immediately.
19. The letting charges are based on the assumption that the premises will be left in the condition that they are found in. If the let activity means that additional cleaning will be required, an additional charge will be made to cover the cost. Let holders will be advised of this. The cost of the additional cleaning will be added to the charges for the let.

20. The start time of the let is the time the let holder and any group gain access to the premises. The finish time of the let is the time the let holder and any group should vacate the premises. If additional time is required for then this should be booked as part of the let. If groups over-stay time of let, the relevant additional let fee will apply plus any additional charges incurred for the time of Council staff.
21. Late arrival at premises – Council staff will wait for 30 minutes after the start time of the booking. If a group arrives more than 30 minutes after the start time of the let the premises may no longer be available but the full cost of the let will be payable by the let holder.

Smoking, Alcohol and Gambling

22. Smoking is not permitted in school buildings or on school grounds.
23. No alcohol should be sold on Council premises unless an Occasional Licence issued under the Licensing (Scotland) Act 2005 has been granted. Where alcohol is being sold on Council premises it shall be the responsibility of the holder of the Occasional Licence to ensure that alcohol is consumed responsibly and in accordance with their statutory responsibilities as a licence holder.
24. If alcohol is supplied without charge then an Occasional Licence will not be required, however, it shall be the responsibility of the let holder to take reasonably practicable steps to ensure that alcohol is consumed responsibly on the premises.
25. Gambling for a cash prize, such as a 'race night' is not permitted on Council premises without the appropriate licence.

Copyright and Performances

26. The let holder is responsible for ensuring that they have any relevant licences in place.
27. 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. Admission to meetings or social gatherings must be confined to members of the organisation concerned – except where permission is granted for public meeting. When applicable, the let holder is responsible for obtaining a Public Entertainment Licence.
28. It is the responsibility of the let holder to comply with all statutory licensing and intellectual property requirements. The let holder indemnifies the Council against any claims arising out of a breach or infringement of statutory licensing and intellectual property requirements.

Pricing

29. The Council operates a varied pricing structure. When applying for discounted rates, proof of eligibility will be required, e.g. organisation terms of reference, charitable status, constitution etc. Please refer to the scale of charges for details.
30. Invoices are in arrears on a termly basis. Payment must be made within 30 days. Where payment has not been received, the Council reserves the right to cancel future bookings.
31. Charges and conditions of let may be subject to variation by the Council at any time. Let holders will be given notice of any changes as soon as is reasonably practicable.

Health and Safety

32. In the event of an accident within the premises the let holder must report the incident immediately to the Council.
33. The let holder should ensure that they are familiar with the fire evacuation procedure including the fire alarm signal, evacuation routes and assembly points.
34. The let holder is responsible for the health, safety and welfare of the persons participating in the activity. A risk assessment should be conducted for all activities that includes details of the instructor's qualifications, ratios, equipment etc. All activities must be conducted in accordance with the appropriate governing body guidelines.
35. Noise must be kept within reasonable limits and amplifiers must not be used in the premises to increase the volume of music, or sound, to a point where the music is audible outside the premises (sound volume must not exceed the maximum level of 85dBA). Doors and windows should be kept closed and let holders must comply with the instructions of Council staff in this respect.
36. Electrical equipment used in a let will require regular PAT testing. The let holder shall, as and when reasonably requested to do so by the Council, produce for inspection current PAT testing certificates.

Insurance and indemnity

37. West Lothian Council must be indemnified by the let holder against any damage to property or equipment and in respect of all other losses, damages, claims, costs, demands, expenses or other liabilities arising in connection with the let of the venue to the let holder.
38. Let holders shall accept full responsibility for any accident, injury or damage to any person which may occur, as a result of their negligence while using the premises.
39. The Council does not accept responsibility for any loss of possessions. Let holders are responsible for ensuring personal possessions are adequately safeguarded.
40. The let holder shall affect and maintain adequate insurance:
 - Against fire and all other risks covering all property which the let holder may bring into the venue whether such property is the let holders or that for which the let holder is responsible; and
 - Covering the let holder's liability, statutory and common law in respect of the let holder's employees and members of the let holder's company or organisation, the let holder's guests and any other individual attending the venue in connection with the let.

41. The Council has effected Property Owner's Liability insurance in respect of the venue. However, it shall be the responsibility of the let holder to put in place sufficient insurance, including but not limited to public liability insurance, to cover all activities to be undertaken during the period of let by the let holder and all persons attending the venue for the purposes of the let. For the avoidance of doubt, any public liability insurance cover put in place by the let holder shall be for a sum of not less than FIVE MILLION POUNDS (£5,000,000) in respect of any one claim and shall be unlimited in the period of insurance. Furthermore, the Council may in certain circumstances and at their discretion require the let holder to arrange additional insurance cover. If such additional insurance cover is required, the let holder will be advised in writing.
42. The let holder shall, as and when reasonably requested to do so by the Council, produce for inspection insurance certificates to show that the insurance cover required by the Council in connection with the let is being maintained by the let holder. Failure to submit proof of such insurance upon request by the Council may result in the cancellation of the let at the sole discretion of the Council. In such circumstances the let holder will remain fully liable for the costs of the let regardless of the fact the let has been cancelled. The Council will not be responsible for any costs or losses which are incurred by the let holder as a result of such cancellation.

Childcare provision

43. If there is requirement for work to be carried out to ensure accommodation meets Care Inspectorate regulations, costs must be met by the let holder. No works can be progressed until written approval has been obtained from the Council. The let holder shall, as and when reasonably requested to do so by the Council, produce for inspection Care Inspectorate registration.

Child Protection

44. Protection of children and vulnerable adults – the let holder must ensure that it complies with and continues to comply with, the terms of the Protection of Vulnerable Groups (Scotland) Act 2007 ("the PVG Act"). Guidance on the PVG Act and obligations can be obtained from:

Disclosure Scotland
PO Box 250
Glasgow
www.disclosure-scotland.co.uk
info@disclosurescotland.co.uk
Tel: 0870 609 6006

Failure by the let holder to comply with this condition will be a fundamental breach of contract and will entitle the Council to terminate the let without notice and without penalty.

Suspended/Cancellation of Lets

45. Failure to comply with these conditions will result in the let being cancelled. The Council reserves the right to cancel lets where there has been damage to school property or inappropriate behaviour by those attending the let.

Data Protection

46. Each of the let holder and the Council shall comply with their respective duties under the Data Protection Act 2018, the UK General Data Protection Regulation and all subsequent amendments or re-enactments, hereinafter "Data Protection Law."
47. The Council and the let holder are each acting as separate data controllers.

Freedom of Information

48. The let holder acknowledges the Council's obligations under the Freedom of Information (Scotland) Act 2002 ("FOISA") and acknowledges that in particular the Council may be required to provide information relating to the let or the let holder to any person on request in order to comply with FOISA.

Customer Complaints/Comments

49. The Council is committed to providing high-quality customer service. It takes complaints about its services seriously and deals with them in confidence. If something goes wrong you should tell the Council. It can then try and put things right and improve its services in the future. To make a complaint, please use one of the following means:

Write to us **Education Customer Services, West Lothian Council, Civic Centre, Howden South Road, Livingston, EH54 6FF**
Phone us on **01506 281952**
e-mail us at **EducationCustomerServices@westlothian.gov.uk**

We can provide information in other formats (such as large print, audio and Braille)