TERMS AND CONDITIONS OF LETS FOR COMMUNITY FACILITIES

Interpretation of Terms

'The Association' means Barr Community Association (BCA) who manage the Community Hall on behalf of South Ayrshire Council
'The Lessee' means the person or organisation who has submitted an application to hire or use facilities or their nominated responsible person.
'Council Officer' means the South Ayrshire Council employee (the Janitor/Caretaker/Council Officer) designated by the South Ayrshire Council as responsible for the Premises.
'The Premises' means the building or any part thereof and/or the grounds in which the hire of use of facilities takes place.
Commercial or large scale lets mean that the activity is run for the purposes of commercial gain or is a large scale event, such as a concert or a wedding.
Regular lets means a let which runs on a regular basis and happens over consecutive days, weeks or months. These lets will be considered as a rolling let. Lets will be booked for six months in advance.
Individual lets are any other lets booked by Lessees that are not defined as a regular or commercial let and are usually for one-off events.
Lets can be booked by an individual or an organisation. The person who applies for the let request is the responsible person for that let and is therefore responsible for ensuring the following terms and conditions are adhered to. If there are any breaches to terms and conditions, the responsible person will be liable.

BOOKING, CANCELLATION & PAYMENTS

1. Applications for lets will only be accepted from persons aged 18 years or over.
2. BCA reserve the right to apply a let charge at what they deem to be the appropriate rate. Charges and conditions of let may be subject to variation by BCA. Price increases set will apply to any new lets or lets that have not taken place which have been booked in advance. For regular lets, this means that the new increase will apply to any let not yet undertaken at the time of the introduction of the new charges.
3. BCA may request a meeting to discuss individual let requirements for what they deem a commercial or large scale event, prior to the let being confirmed. Individual quotes will be provided and will be based on a range of factors and will reflect additional requirements such as front of house staff, additional cleaning and lighting, which are all subject to availability.
4. Any request for a reduction to be applied to a let fee or a free let must be submitted at the time of the application with a clear rationale for the request for discretion. The decision to apply any level of discretion to a let will be approved by an appropriate officer and is not subject to appeal.
5. When discretion is applied for on the basis that an event is declared as non-commercial and not for self-gain BCA reserves the right to request a copy of the groups' constitution and/or copies of financial statements which confirm the non-profit making/non-commercial nature of the activity.

6. BCA reserves the right to restrict availability of premises.
7. The use of premises for any form of gambling for commercial gain is forbidden.
8. BCA will not allow participation in or promotion of any activities in our premises that will bring BCA into disrepute.
9. Lets are not transferable and may only be used for the purpose stated in the application for let.
10. At the start of each let, the Lessee must identify the Council Officer and sign the record of let.
11. If the Lessee is not going to be present during the let, they must in advance of the let identify the person who will represent them. That person shall identify the Council Officer and sign the record of let. The Lessee remains responsible for any breaches of these terms of let.
12. When booking a let, the Lessee should ensure that sufficient time is factored into the times of the let to allow for setting up and clearing away equipment, setting up bands or bars etc and clearing the premises at the end of the let.
13. Minimum period of a let is 1 hour where a building is already open and let times in excess of one hour will be charged per half hour.
14. Let times must be strictly adhered to. Where use extends beyond the agreed end of let, an additional charge at the appropriate rate will be made.
15. Lets can be booked for six month in advance.
16. While The BCA will not arbitrarily cancel lets, we must reserve the right to do so in exceptional circumstances.
17. If BCA requests a Lessee to stand their let down for whatever reason, every effort will be made to find an alternative location.
18. Confirmation of a let will be issued in writing.
19. An Event should not be advertised until confirmation of the let is received by the Lessee.

PAYMENT AND CANCELLATIONS FOR REGULAR LETS

20. Cancellations and amendments for lets made 10 days or more prior to the date of let will not be charged. Cancellations and amendments for lets made less than 10 days prior to the let will be charged the full amount.
21. Where a Lessee makes repeated cancellations, BCA reserves the right to review the letting arrangement and may mean that future lets will be cancelled.
22. If, on the day of the let, the Lessee fails to attend, the let will be charged in full.
23. Regular lets will be invoiced monthly in arrears.
24. If a Lessee fails to attend a let, cancels at short notice, fails to adhere to terms and conditions or fails to make appropriate payments timeously, BCA reserves the right to review, restrict or cancel further lets for that Lessee.

PAYMENT AND CANCELLATIONS FOR INDIVIDUAL, COMMERCIAL OR LARGE SCALE LETS

25. Individual lets should be paid prior to the event or on the day of the event
26. Regular lets will be invoiced each month end and payment is due within 7 days.

28. Cancellations and amendments by Lessees must be confirmed in writing or via the online booking system.
34. If a Lessee fails to attend a let, cancels at short notice, fails to adhere to terms and conditions or fails to make appropriate payments timeously, BCA reserves the right to review, restrict or cancel further lets for that Lessee.

HEALTH & SAFETY

35. BCA accepts no responsibility for any accidents, injury or damage to any person as a result of the Lessee's activities during the period of let or which may occur as a result of their use of the premises.
36. The Lessee shall be responsible for providing a safe environment for participants in activities held by the Lessee and for compliance with all relevant Health and Safety legislation and/or guidelines.
37. BCA accepts no responsibility for any loss of possessions, loss of or damage to equipment or materials or for personal injury (unless caused by the negligence by BCA).
38. In the event of an accident within the premises the Lessee must report the accident immediately to the relevant Council Officer who will provide an accident report form. This must be completed and returned before the end of the let.
39. All Lessees must take responsibility for making themselves aware of the fire evacuation procedures. Lessees must also take responsibility for ensuring all group members comply with the fire evacuation process.
40. All fire exits must be kept clear during the period of let.
41. Lessees must take responsibility for conducting their own Risk Assessments.
42. The Lessee must ensure that the maximum capacity levels for their let are not exceeded.
43. It is the responsibility of any Lessee preparing or supplying food for the general public to comply with all food safety legislation including the duty to register any food business with Environmental Health. Information on a food business operators obligations can be obtained from the Council's Environmental Health Service.
44. Lessees who wish to install any raised structure, portable platforms or staging over 600mm high must submit an application under Section 89 of the Civic Government Scotland Act 1982 and have this approved 14 days in advance. For further information visit https://www.southayrshire.gov.uk/buildingstandards/raisedstructure.aspx.
45. Where the Lessee does not use a let due to adverse weather, charges shall still apply unless BCA has taken the decision to close the premises. Outdoor lets will not be permitted during adverse weather where a health and safety risk has been identified.
46. In relation to sporting activities, sports instructors must have relevant and valid governing body qualifications/ affiliations, and adhere to any guidelines for specific activities.
47. The use of candles is prohibited in all Council premises without prior permission from the Council Officer.

48. Electrical equipment brought into Council premises must have a valid electrical safety check in force. The Council Officer shall be entitled to ask to see the PHS compliance certification.
49. The Lessee must comply with all instructions or directions issued by the Council Officer
50. It is the Lessee's responsibility for ensuring they have sufficient insurance cover their activities during the period of let.

General

51. The Lessee shall be held responsible for all damage to or loss of Council property and/or equipment occurring during the let.
52. The Lessee will ensure all areas/equipment of the let premises are left the way were found and are tidy/clear of litter at the end of let.
53. Lessee will be required to meet any additional costs incurred as a result of any additional cleaning or refuse removal required, following the let
54. The granting of a let does not include the use of specialist equipment within the premises, permission must be sought at the time of application and a further charge may apply.
55. With the exception of guide and other sensory dogs, no animals are permitted within our premises without prior approval.
56. No nails, screws, tape or Blu Tack shall be used to make fixings in structure, furniture or fittings of any premises unless permission is given.
57. Noise and sound amplification must be kept to the levels stipulated by the Council Officer.
58. All property/ equipment/ unused supplies/ unsold goods etc. must be removed from the premises immediately after a let, unless agreed otherwise by the Council Officer.
59. No signs or other means of advertising shall be exhibited on the premises without agreement by the Council Officer.
60. The Lessee shall ensure that appropriate clothing and footwear are worn for all activities. For indoor activities participants should wear indoor non-marking soles.
61. Lessees are asked to ensure group members are considerate to surrounding properties when parking in and around the premises of let, and to be aware of any parking restrictions in place.
62. Problems experienced by the Lessee regarding a let should be reported to the Council Officer at the time of let. If these issues cannot be rectified by the Council Officer at the time of the let, they should be reported to the lets team within 2 working days of the let, this includes but is not limited to issues with access, facilities, cleanliness, repairs etc.

LEGISLATION

63. South Ayrshire Council is committed to child and adult protection. If a let involves working with young people or vulnerable adults, the Lessee must have a child and adult protection policy in place and staff or volunteers must all be registered with the Protection of Vulnerable Groups (PVG) scheme. Further information can be obtained from the CRBS helpline 01786 849777 or on their website www.infoscotland.gom/pvgscheme.
64. Smoking is prohibited in all Council premises and facilities. It is the responsibility of the person who signed the let to ensure compliance with this legislation.
65. If alcohol is to be sold, the application for let must be submitted and approval before any Occasional Licence is applied for.
66. Where the Lessee is not the same individual as the licence holder for an event, the Lessee must comply with all conditions imposed on the licence holder.
67. The Lessee shall be responsible for ensuring that all necessary licenses are obtained prior to the date of let, including, but not limited to, any licence required in terms of the Licencing (Scotland) 2005 Act or the Civic Government (Scotland) Act 1982.
68. In relation to sporting activities, sports instructors must have relevant and valid governing body qualifications/ affiliations, and adhere to any guidelines for specific activities.
69. The Lessee shall indemnify BCA against any claim arising out of breach or any infringement of the Copyright Act 1988 or the Performing Rights Society Agreement arising out of or connected with their let of the premises.