

## GLASGOW LIFE : COMMUNITY FACILITIES CONDITIONS OF LETTING

All parties engaging any of Glasgow Life's Community Facilities shall be held as having subscribed to the following conditions and regulations. The following Rules and Regulations shall be binding on all parties engaging one or more of the venues.

### PEOPLE

1. Glasgow Life reserves the right to refuse to applicants the use of any of the venues.
2. The preservation of proper order both within and without the premises shall in all cases be the responsibility of the Hirer, who must provide sufficient additional stewards for this purpose.
3. The number of persons attending any let shall be restricted to the licensed capacity of the Hall as stated in the relative schedule of let and tickets shall not be issued in excess thereof. Any individual entering an area of the Venue regardless of age and whether or not they occupy a seat must be counted towards the occupancy of the Venue. The maximum occupancy levels for the Venue will be stated on the confirmation of Let issued by Glasgow Life.
4. All equipment, property and other items belonging to the Hirer (including all unused supplies and empty containers belonging to caterers or the Hirer) must be removed at the Hirer's expense immediately at the termination of the Let unless prior alternative arrangements have been agreed in writing with the Authorised Officer.
5. Child Protection – Glasgow Life are committed to ensuring that all possible steps are taken with regards to the safety and welfare of children and young people while using our buildings and resources. To this end we are adopting COSLA's Guidelines on the letting of facilities. This means that any organisation providing organised and supervised services/activities for children and or young people under the age of 18 years of age must be registered with Disclosure Scotland, Central Register Body for Scotland or an approved Umbrella Body. If this applies to your organisation we would advise you that the registration process must be completed. **Failure to comply with the registration process will result in the Application being refused.**

Support with the registration process can be sought from the following organisations:

The Central Registered Body Scotland (CRBS) - Helpline : 01786 849777 or e-mail [info@crbs.org.uk](mailto:info@crbs.org.uk)

Information on sports governing bodies is available from sportscotland, Caledonia House, South Gyle Edinburgh, EH12 9DQ, Scotland, Tel 0131 317 7200, Fax 0131 317 7202, e-mail: [library@sportscotland.org.uk](mailto:library@sportscotland.org.uk)

A training pack for the voluntary sector is available from CRBS which includes guidance on POCSA and health and safety matters. Organisations wishing to register with CRBS have to demonstrate that they have key policies in place such as on child protection, data protection and health and safety before being registered.

YouthLink Scotland, Rosebery House, 9 Haymarket Terrace, Edinburgh, EH12 5EZ. Tel: 0131 313 2488 Fax: 0131 313 6800 Email: [info@youthlink.co.uk](mailto:info@youthlink.co.uk)

Disclosure Scotland, PO Box 250, Glasgow, G5 1YU – helpline 0870 609 6006, e-mail [info@disclosurescotland.co.uk](mailto:info@disclosurescotland.co.uk)

The Scottish Executive's Guidance for Organisations can be found at

[www.scotland.gov.uk/library5/education/pcagfo.pdf](http://www.scotland.gov.uk/library5/education/pcagfo.pdf).

The Scottish Executive's Guidance To The Voluntary Sector On Who Needs To Be Checked Against The Disqualified From Working With Children Lists is available at [www.scotland.gov.uk/childprotection](http://www.scotland.gov.uk/childprotection).

6. High Risk Sports – a risk assessment must be carried out and the person taking the class must be suitably qualified and have public liability insurance in place as a condition of the let.
7. All applicants must be twenty-one (21) years of age or older and proof of age and identity may be required.
8. The Hirer shall affect and maintain adequate insurance: against fire and all other risks covering all property which the Hirer may bring into the Venue whether such property is the Hirer's or that for which the Hirer is responsible; and covering the Hirer's liability, statutory and common law in respect of the Hirer's employees and members of the Hirer's company or organisation.
9. While Glasgow Life is covered by Public Liability Insurance for issues relating to the facility, it is the responsibility of the Hirer to put in place suitable insurance to cover them for activities undertaken during their let.
10. The provision of adequate first aid cover for any activity or event is the responsibility of the Hirer.
11. Any accident or incident during the period of Let must be reported to the Authorised Officer immediately.

### VENUE

12. Where the Hirer intends to sell alcohol, the Hirer shall be responsible for obtaining, and meeting the costs of obtaining, all relevant licences. The Hirer must provide Glasgow Life with a copy of their liquor licence ("the Licence") no less than five (5) days prior to the commencement of the Let. Glasgow Life reserves the right to cancel the Let in the event that the Hirer does not comply with this Condition. In such circumstances the Hirer will remain fully liable for the fees payable for the Let regardless of the fact the Let has been cancelled. Glasgow Life will not be responsible for any costs or losses which are incurred by the Hirer as a result of such cancellation. The Hirer must ensure that the Licence is prominently displayed at all times during the duration of the Licensed Let. No alcohol shall be consumed on the premises outwith the Licensed Hours of the Venue. Where Glasgow Life agrees to any request of the Hirer to extend the Venue's Licensed Hours, the Hirer shall be responsible for any costs incurred by Glasgow Life in this regard including, but not limited to, any additional licensing fees. It is understood that no alcoholic liquor will be consumed by any persons employed by the Hirer or working voluntarily for or with them in any area of the Venue before or during their period of duty. Any such person thought to be under the influence of alcohol or any substance that, in the opinion of the Authorised Officer, renders them unable to fulfil their duties will be requested to leave the premises.

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13. The outer doors shall be opened and closed in accordance with the instructions of the Authorised Officer, and the stewards provided therefore by the tenant, as laid down in the relative schedule of let, shall remain at their post while the doors remain open to the public.
14. Passages, corridors and doorways shall be kept free from obstructions and all doors kept unlocked during the period of occupancy.
15. The venues shall not be used for any purpose other than that stated in the relevant schedule of let and shall not be sub-let.
16. No room adjoining the venues shall be used for any purpose other than that for which it is set apart, unless with the consent of Glasgow Life.
17. The building or property of Glasgow Life shall not be subjected to any abnormal risks unless specifically sanctioned by Glasgow Life and upon payment of such additional charge and observance of such special conditions as may be imposed.
18. Hirers must not use within, or bring into, the Venue any flammable or otherwise hazardous materials without the prior written consent of the Authorised Officer. Before granting such consent, the Authorised Officer will ensure that all necessary material, safety data sheets are available, and that the Hirer has an effectively safe plan of work for using such materials. In particular, petrol, oil, smoke machines, cracked oil, naked flames and pyrotechnics must not be brought to or used in any Glasgow Life community facilities without the prior consent of Glasgow Life.
19. The Hirer shall be responsible for any loss of or damage to any property belonging to Glasgow Life including but not limited to the fabric of the Venue during the Let whether caused by the Hirer, any of the Hirer's audience members, participants or other invited guests.
20. Nails, screws or staples should not be driven into the structure, furniture, fixtures or fittings or any part of the Venue.
21. No extra fittings, stage curtains, drapes, props or decorations shall be erected or brought into the Hall building without the prior approval of Glasgow Life. Before approval will be given, the Hirer must guarantee that all materials are or have been rendered fire-proof.
22. No alteration or addition to the existing lighting arrangements shall be carried out, no additional power sockets installed or use made of existing power sockets and no public address system, record player, tape-recorder, cinematograph or similar equipment used without the prior consent of Glasgow Life. All authorised additional lighting equipment or power supplies shall be installed by or under the supervision of Glasgow Life electrician and an appropriate charge shall be payable for the extra current, labour and facilities. No naked lights should be carried or matches used during any Let without the prior written consent of the Authorised Officer.
23. The use of any kitchen or kitchen facilities shall be subject to them being left in a clean and tidy condition with all refuse removed and a charge shall be made for such use. Kitchens can only be used for reheating purposes.
24. The Hirer shall comply with all Performing Rights Society Regulations and Guidelines. The Hirer will provide any information requested by Glasgow Life regarding music to be used during the Let.
25. Glasgow Life shall not be responsible for any loss or damage howsoever caused, to the Hirer's property or the property of any of the Hirer's audience members, participants or other invited guests. It is understood that all property used or stored in the Venue by the Hirer shall be so used or stored at the Hirer's own risk. It is a condition of all lets that Glasgow Life is freed and relieved of all responsibility for loss or damage arising directly or indirectly from an Act of God, war, strikes, riots, lockouts, trade disputes, fire, flood, or similar occurrences within or without the building or any cause beyond the control of Glasgow Life or from cancelling the let under Clause 26 hereof.
26. It is a condition of all lets that hirers of venues within Glasgow Life must not advertise their event by Flyposting. Failure to adhere to this condition of let may lead to cancellation of the booking.
27. Smoking will not be permitted in any part of the Venue in accordance with provisions of the Smoking, Health and Social Care (Scotland) Act 2005.
28. The Hirer shall not permit gas filled balloons to be brought into the Venue, other than with specific prior authorisation from Glasgow Life. Consideration is to be exercised if confetti is used, as it is difficult to clear up.
29. Where Hirer's property is occupying space within the Venue and the Hirer does not remove the property or agree to pay for additional time, then Glasgow Life reserve the right to return the property to the Hirer and recover the reasonable costs of doing so from the Hirer.
30. The Hirer shall not make any alterations to the fabric of the Venue or its fixtures, furniture or equipment.
31. Signs, advertisements and similar notices shall not be affixed to walls, doors, windows or other surfaces within the Venue unless the Hirer has first obtained the written permission of the Authorised Officer.
32. No equipment, properties or other goods are to be delivered to the Venue except with the prior written consent of the Authorised Officer.
33. Glasgow Life shall not be responsible for loss or damage however caused to equipment, property or any other item delivered to the Venue in association with a Let.
34. In facilities where Glasgow Life has a designated contractor, this supplier shall have the first refusal for catering and to sell food and beverages within the Venue.
35. All portable electrical appliances brought into the Venue by the Hirer including but not limited to, sound equipment, lighting, extension cables, power tools etc shall be fit for the intended purpose to comply with current EU regulations and carry current portable appliance test certificates.
36. Hirers will not be permitted to use equipment which does not carry a current portable appliance test certificate. The Authorised Officer may wish to carry out an onsite portable appliance test for which a charge will be levied on the Hirer according to the Schedule of Fees and Charges current at the time of the Let.
37. The Hirer will upon request by the Authorised Officer provide Glasgow Life with the relevant risk assessments and safe systems of work for any activities or procedures which the Hirer proposes to undertake within the Venue.

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38. At termination of the Let all areas of the Venue used by the Hirer must be left in a neat and tidy condition to the satisfaction of the Authorised Officer.
39. The Hire Charges include the cost of reasonable cleaning of the relevant areas of the Venue. Glasgow Life reserves the right to apply an additional charge where, in the reasonable opinion of the Authorised Officer, the level of cleaning required following the Let is beyond that reasonably expected.
40. Glasgow Life reserves the right to charge the Hirer for any costs incurred for the disposal of large items of refuse or unreasonable amounts of rubbish left at the end of the Let.
41. No advertisements of any nature whatsoever shall be exhibited within the Venue without prior authority being obtained from the Authorised Officer.

### **FINANCE**

42. Glasgow Life shall have the right at their discretion, by notice in writing personally given or sent by registered post and addressed to the tenant, of cancelling a let if, in their opinion, circumstances have arisen which indicate that damage to Glasgow Life property might ensue if the let were not cancelled and when Glasgow Life exercises this right any money already paid to Glasgow Life in respect thereof shall be refunded to the tenant.
43. The Hirer will receive details of the fees payable in the Confirmation of Let. All fees must be paid by the Hirer at least fourteen (14) days prior to the let date. Only Glasgow Life official receipt will be recognised as a discharge thereof. Until the Hirer makes payment in full for charges detailed in the Confirmation of Let, Glasgow Life reserves the right to accept alternative Applications for the Let of the Venue.
44. If notice is received at the Venue more than 72 hours prior to the scheduled commencement of the Let, the Hirer will be refunded their fees paid and no further cancellation penalties will be owed by the Hirer. If notice is received less than 72 hours prior to the scheduled commencement of the Let, the Hirer will be charged in full for all fees associated with the let.
45. For specific events in the Venue, for example where large numbers of children or other vulnerable individuals are expected to attend, Glasgow Life may require a higher level of stewarding. In such circumstances Glasgow Life shall notify the Hirer of the additional costs according to the Schedule of Fees and charges current at the time of the Let. Alternatively, at Glasgow Life's sole discretion the Hirer may provide additional stewards from the Hirer's own resources, including employing volunteers. If, after agreement with the Authorised Officer, the Hirer is providing stewards in addition to those provided by Glasgow Life, they must be a minimum of eighteen years of age. Glasgow Life must be satisfied as to the competency of the stewards provided. In the event of a fire or other emergency, the stewards must obey the instructions given and assist Glasgow Life staff as required.
46. In circumstances where Glasgow Life is obliged to cancel a Let through no fault of the Hirer, notice will be given as early as possible and Glasgow Life will refund to the Hirer any money paid (including any deposit) in respect of the Let. No compensation will be paid by Glasgow Life for any losses sustained by the Hirer in respect of any such cancellation.

### **MISCELLANEOUS**

1. Should the Venue be required for any special event, annual event or departmental activity, then the Hirer will be advised, where possible, and offered an alternative Venue, where one is available.
2. Receipt of an Application for Let does not constitute an acceptance of the Application by Glasgow Life. All Applications are subject to the approval of Glasgow Life. No Venue should be considered Let until written confirmation has been received by the Hirer.
3. The Hirer shall not permit any collection or raffle or sale of goods to take place without the prior written agreement of Glasgow Life. Where necessary, the Hirer shall be responsible for obtaining the necessary licences for such activities.
4. Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control.
5. These conditions supersede all prior agreements, understandings, negotiations and discussions, whether oral or written with let holders.
6. Glasgow Life reserves the right to delete, alter or cancel any of these conditions at any time.