

GLASGOW CITY COUNCIL - GLASGOW LIFE

COMMUNITY LETTING SECTION

CONDITIONS OF LET – SCHOOL LETTING

These conditions must be adhered to:

1. When applying for a let please note that a minimum of **10 working days** notice must be given in order for all necessary arrangements to be made. Please note that peak periods for let bookings are March/April and August/September. During these months a minimum 15 days' notice is required. Glasgow Life will no longer issue reminders to let holders, it is the responsibility of the let holder to ensure application forms are submitted and confirmation of the booking is received. We would expect that let holders should submit application forms for the forthcoming financial year no later than 31 December of the previous year ie let applications for 1 April 2018 – 31 March 2019 should be submitted no later than 31 December 2017.
2. The purpose of the proposed let must be clearly stated to Glasgow Life at the time of arranging the booking. 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.
3. Receipt of an application for a 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 let holder.
4. The let holder shall only be permitted in the areas specified on the confirmation.
5. Any proposals involving the use of kitchen/catering facilities and/or the provision of catering staff must be indicated on the application form. When approved, access will be provided and monitored by the janitor.
6. 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. Any change to group contact details (telephone/email/address) must be notified to Community Letting.
7. If for any reason an organisation is unable to make use of the accommodation granted on any particular date, intimation must be sent to the Community Letting Section at least **three days** prior to the meeting. **Failure to comply with this condition will result in the full cost of the let being levied.** A telephone call to the Glasgow Life Community Letting Section is required followed by confirmation in writing to cancel a let. Failure to attend in whole or part will result in the review of further lets. Please note that all lets are subsidised by Glasgow City Council and failure to notify of a cancellation could prevent another group from benefitting from the use of the facility.
8. If a pitch is deemed unplayable by the referee or janitor, the group must notify Community Letting by telephone on the next working day and then follow this up in writing within three days. If this condition is not adhered to, groups will be liable to pay the full cost of the let.
9. Glasgow City Council/Glasgow Life reserve the right to cancel lets at any time (no fault termination).
10. Glasgow City Council/Glasgow Life reserve the right to add an administration fee (£10) for changes to a let.
11. A let will not normally extend beyond 9.30 p.m. in schools. Lets extended beyond 9.30 p.m. will only be given when suitable arrangements have been made by Community Letting. Additional janitorial charges beyond this time for lets in secondary schools may apply.
12. 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 meetings.
13. It is the responsibility of the let holder to comply with all statutory licence requirements. For instance:
 - Any let where music is to be played or films shown, an appropriate copyright broadcast licence is essential. This includes for example, band practice, discos, Zumba, choirs and film clubs. The licences held by schools do not extend to school lets. Failure to secure licenses could result in a breach or an infringement of the Copyright, Design and Patents Act 1988. This Act covers all literary work, dramatic work, musical work, artistic work, films, sounds recordings, broadcasts, and typographical arrangement of published additions. It is the let holder's responsibility to ensure that

the appropriate licences are held before a let takes place. The let holder shall, as and when reasonably requested to do so by the Authorised Officer, produce for inspection a copy of their current copyright licences. Glasgow City Council must be indemnified by the let holder against any claims arising out of a breach or infringement of the Copyright Act.

- No alcohol should be sold on Education premises unless an Occasional Licence issued under the Licensing (Scotland) Act 2005 has been granted. Where alcohol is being sold on Education 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.

If alcohol is supplied without charge then an Occasional Licence will not be required however it shall be the responsibility of the hirer to take all reasonably practicable steps to ensure that alcohol is consumed responsibly on the Premises unless the Let relates to a school function in which case the Head Teacher shall be responsible for ensuring that alcohol is consumed responsibly.

14. Storage of any kind is not provided as part of a let.
15. Parking is not provided as part of the let. Where let holders park on Glasgow City Council premises, it will be at their own risk.
16. Waiting areas for those not participating in the let activity are not provided as part of the let, i.e. parents/carers taking children to clubs.
17. Granting of a let **does not include** the use of specialised equipment and facilities within the school premises – this includes:
 - The gymnasium apparatus - fixed or portable – unless the specific permission of Glasgow City Council Education Services has been granted.
 - Football nets for pitch lets. Let holders are required to provide their own nets.
 - Pianos and other musical equipment are **not** to be used without the specific permission of Glasgow City Council Education Services.
 - Other school equipment such as stage lighting is not to be used without the specific permission of Glasgow City Council Education Services.

In any halls/gymnasias, the floor is regarded as a most important and expensive item. It is therefore, essential that it be kept clean and free from scratches or scores which may render it unsatisfactory or possibly unsafe.

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 heels

Where outdoor shoes as above are worn, it is essential for the care of the floors that all outside dirt be removed from shoes before entry or re-entry is made to the hall concerned.

Under no circumstances are shoes with stiletto or similar type heels (i.e. metal heel or toe tips, protruding nails or any other protecting metal parts) to be worn in gym or games hall areas.

18. NO POWDER or other substance shall be used for POLISHING THE FLOOR of any premises, even for social functions.
19. SMOKING IS NOT PERMITTED IN SCHOOLS OR WITHIN THE CURTELEDGE OF THE CAMPUS, i.e. outwith main fencing/gates/car park.
20. Gambling for a cash prize, such as a 'race night' is not permitted on Education premises.
21. Lets may be permitted during school holiday periods with the prior approval of Community Letting.
22. All organisations will observe statutory holiday/weekends when a janitor is not normally on duty unless prior permission is granted by Community Letting Section. Further restricted letting periods may be required in addition to normal statutory holidays with no lets being available during this time.

23. Lets are not transferable and must be used for the purpose stated.
24. Please notify Community Letting if you do not require use of floodlights if included as part of your booking for pitches.
25. Gratuities are NOT to be given to employees of Glasgow City Council, Glasgow Life, Cordia LLP or Amey.
26. IT IS THE RESPONSIBILITY OF THE LET HOLDER TO SIGN THE JANITOR'S BOOKING LIST AT THE END OF EACH MEETING. Failure to comply with this requirement may result in the issuing of an inaccurate account.
27. It shall be noted that a named individual member of an organisation shall be deemed responsible for the conduct of those attending the let venue. This person must be aged 18 years or over. Participants at lets should be supervised at all times.
28. It is the let holder's responsibility to ensure premises are left in a clean and tidy condition after any let. Janitorial staff will monitor and report any issues/concerns e.g. litter issues, vandalism, fire alarm activation.
29. Special conditions may apply to the letting of the undernoted facilities and details of these will be supplied by Glasgow Life:
 - Pitches (See Appendix A)
 - Swimming Pools (See Appendix B)
 - Kitchens/Cafeterias/Serveries
30. Specific application forms must also be completed in relation to pitch and swimming pool usage. Further information regarding such lets will be made available, on application. Premises shall not be used for any purpose other than stated on the application.
31. The start time of the let is the time the group gain access to the building. The finish time of the let is the time the group should vacate the premises. If additional time is required for changing 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 janitorial charges incurred and an administration charge of £10 will be payable.
32. Late arrival at premises – the janitor will wait approximately 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 building may not be open and the group will be liable for the full cost of the let.

33 . Pricing Policy

- 33.1 Glasgow City Council/Glasgow Life operates a pricing policy. Lets will normally be charged at the Standard Rate. When applying for the Community Rate, proof of community status will be required, i.e. organisation terms of reference, charitable status, constitution etc for community rates. We reserve the right to request audited accounts where a reduction is being requested.

Pricing Structure Definitions

Community Rate	Constituted voluntary sports coaching, constituted voluntary community activities, political and religious activities
Standard Rate	Cost of let unless commercial organisation/individual or proof of eligibility of community rate is provided
Commercial Rate	Commercial organisations/individuals for profit making activities including instruction, dance, events, sales and spectator events

- 33.2 A further charge will be levied by Cordia to cover the costs of use of any kitchen/catering facilities and staff. An account will be sent to the let holder's home address or to the education establishment if an internal school let.
- 33.3 With the exception of new regular bookings (see note 33.5), an invoice for charges will be raised in arrears and payment is due immediately. This applies to **all** invoices. All future bookings will be cancelled if payment is not received within 28 days. To re-book, a deposit in advance to the value of 4 weeks' lets is required. This is in addition to full repayment of debt. We reserve the right to request payment in advance for future dates.

33.4 One-off bookings

If the total cost of the booking is £100 or below then payment should be paid in full in advance. If the total cost of the booking is over £100, a deposit of 50% is required. Bookings in excess of £100 for lets within 21 days of the let, full payment is due at the time of booking. Three days notice is required to cancel a let. If the let is cancelled by the applicant with less notification than this, we reserve the right to retain the full amount. A non-refundable admin fee of 10% will be retained for cancellations made within the three day timescale.

33.5 New Regular bookings

Payment for the first four weeks of let must be made in advance (or the first four lets if fortnightly/monthly etc). Lets must then be paid four weekly in advance. Payment must be made at least ten days' prior to the let date. An invoice can be issued four weekly in advance and payment is due immediately.

33.6 Charges and conditions of let may be subject to variation by the decision of Glasgow City Council or Glasgow Life at any time.

33.7 If you believe your charges to be wrong, you have up to 60 days from the date of the original invoice to query the amount. This can be done by contacting Glasgow Life Letting Section. Copy invoices may incur an administration fee of £10.

34 **Health & Safety**

34.1 Let holders must ensure that they complete induction procedures and sign their understanding. This will be made available and communicated by the janitor.

34.2 In the event of an accident within the premises the let holder must report the incident immediately to the Janitor. An Incident Report Form must be completed with the assistance of the janitor if available. Otherwise all relevant information and contact details must be written and the janitor will pass this to the head of establishment for further action.

34.3 The let holder should ensure that they are familiar with the fire evacuation procedure including the fire alarm signal, evacuation routes and assembly points. All information for fire safety will be included in the induction.

34.4 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 instructors' qualifications, ratios, equipment etc. All activities must be conducted in accordance with the appropriate governing body guidelines/building users guides.

34.5 Let holders using school swimming pools are required to abide by the health and safety policies and guidelines. Any person hiring the swimming pool must make themselves familiar and develop procedures to meet their needs.

34.6 A risk assessment must be carried out for high risk sports such as, rugby, judo etc

34.7 Persons instructing in sports activities must be suitably qualified. The let holder shall, as and when reasonably requested to do so by the Authorised Officer, produce for inspection relevant current qualifications relating to the let activity.

34.8 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 Authorised Officer, produce for inspection current PAT testing certificates.

35 **Insurance and Indemnity**

35.1 Glasgow City Council must be indemnified by the let holder against any damage to property or equipment which may occur through occupation of the premises.

35.2 Organisations letting the premises shall accept full responsibility for any accident, injury or damage to any person which may occur, as a result of the organisations negligence while using the premises.

35.3 Glasgow City Council cannot accept responsibility for any loss of possessions. Let holders are responsible for ensuring personal possessions are adequately safeguarded.

- 35.4 It is a requirement of all lets that the let holder agrees to indemnify and hold Glasgow City Council harmless in respect of all losses, damages, claims, costs, demands, expenses or other liabilities arising in connection with the let of the venue to the let holder.
- 35.5 The let holder shall affect and maintain adequate insurance:
- Against fire and all other risks covering all property with the let holder may bring into the venue whether such property is the hirers or that for which the hirer 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.
- 35.6 Glasgow City 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, Glasgow City 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.
- The let holder shall, as and when reasonably requested to do so by the Authorised Officer, produce for inspection insurance certificates to show that the all insurance cover required by Glasgow City Council in connection with the let is being maintained by the let holder. Failure to submit proof of such insurance upon request by the Authorised Officer's may result in the cancellation of the let at the sole discretion of Glasgow City Council. In such circumstances the let holder will remain fully liable for the fees payable in respect of the let regardless of the fact the let has been cancelled. Glasgow City Council will not be responsible for any costs or losses which are incurred by the let holder as a result of such cancellation.
36. **Childcare provision**
- If there is a requirement for work to be carried out to ensure accommodation meets Care Inspectorate regulations, any costs must be met by the childcare organisation. No works can be progressed until they have been alerted to the Estate Manager/Education Resources Group and received approval. Childcare services that are in receipt of a subsidised let must be registered by the Care Inspectorate. The let holder shall, as and when reasonably requested to do so by the Authorised Officer, produce for inspection Care Inspectorate registration.
37. **Child Protection**
- Protection of children and vulnerable adults – the let holder must ensure that it complies with and continues to comply with, the requirements of the Protection of Vulnerable Groups (Scotland) Act 2007 ("the PVG Act"). This is particularly relevant to any let involving children, young people under the age of 18 and/or vulnerable adults. 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
- Information is also available from www.glasgowchildprotection.org.uk
38. **Suspended/Cancellation of Lets**
- Failure to comply with the above Conditions of Let will result in the let being suspended. Glasgow City Council/Glasgow Life reserve the right to cancel lets where there have been complaints from the school regarding damage to school property or inappropriate behaviour by those attending the let.
39. **Data Protection**
- 39.1. Each of the let holder and Glasgow City Council and Glasgow Life shall comply with their respective duties under the Data Protection Act 1998, and in particular with those duties as explained and clarified in the remainder of this Clause 38.
- 39.2 Glasgow City Council, Glasgow Life and the let holder are each acting as separate data controllers.

- 39.3 Where the let holder provides any personal data to Glasgow City Council or Glasgow Life, Glasgow City Council and Glasgow Life may share that personal data with other regulators (including Glasgow City Council's, Glasgow Life's and the let holder's external auditors, HM Revenue and Customs and law enforcement agencies. The personal data may be checked with other Glasgow City Council departments for accuracy, to prevent or detect fraud or maximise Glasgow City Council's revenues. The let holder undertakes to ensure that all persons whose personal data is (or is to be) disclosed to Glasgow City Council and Glasgow Life are duly notified of this fact. In order to comply with this requirement, the let holder shall ensure that the person(s) whose personal data is (or is to be disclosed) is given a fair processing notice and that this notice is included within relevant documentation provided to the person(s) by the let holder.
- 39.4 The expressions "personal data", "data controller", "data processor", "processing" and "process" shall have the meanings assigned to them by the Data Protection Act 1998, and the "Seventh Data Protection Principle" shall mean the Seventh Principle set out in Part 1 of Schedule 1 to that Act.
- 39.5 The let holder shall notify Glasgow City Council and Glasgow Life immediately of any child protection, child welfare or adult welfare allegations or concerns of which it becomes aware, and shall furnish Glasgow City Council and Glasgow Life with any information necessary to allow Glasgow City Council and Glasgow Life to investigate fully any such concern or allegation, such disclosure of information in these circumstances being necessary for the performance of Glasgow City Council's statutory duties to safeguard children and vulnerable adults.
- 39.6 The let holder shall be required to pass on information to Glasgow City Council and Glasgow Life in relation to the let, a member of the let holder's staff, volunteer or any other person following upon a request from Glasgow City Council or Glasgow Life.
- 39.7 On the termination of the let for whatever reason, Glasgow City Council has the express right to have returned to it all information and any confidential information provided by Glasgow City Council and Glasgow Life to the let holder within three (3) working days of its termination. The let holder shall liaise directly with Glasgow City Council and Glasgow Life to agree a procedure relative to return to Glasgow City Council and Glasgow Life of any information or confidential information. In this Clause 39.7 the expression "return" means that the let holder shall provide Glasgow City Council and Glasgow Life with all hard copies of the information concerned together with any portable electronic storage media on which any personal data, information and confidential information has been stored, and shall then securely and irretrievably delete any copies of the data from the let holder's own computer systems.

40. **Freedom of Information**

40.1 The let holder acknowledges Glasgow City Council's and Glasgow Life's obligations under the Freedom of Information (Scotland) Act 2002 ("FOISA") and acknowledges that in particular Glasgow City Council and Glasgow Life may be required to provide information relating to the let or the let holder to any person on request in order to comply with the FOISA. The decisions of Glasgow City Council and Glasgow Life in the interpretation thereof shall be final and conclusive in any dispute, difference or question arising in respect of disclosure under its terms, any other law, or, as a consequence of judicial order or order by any court, tribunal or body with the authority to order disclosure (including the Scottish Information Commissioner).

40.2 If the let holder is or becomes a designated Scottish Public Authority by Order of the Scottish Ministers under section 5 of the FOISA the let holder shall comply with the FOISA.

41. **Customer Complaints/Comments**

Glasgow City Council and Glasgow Life are committed to providing high-quality customer service. We take complaints about our services seriously and deal with them in confidence. If something goes wrong you should tell us. We can then try to put things right and improve our services in the future. We take all complaints very seriously. To make a complaint, please use one of the following means:

Write to us **Customer Care team, Glasgow City Council, G2 9RZ**
Phone us on **0141 287 2000**
Fax us on **0141 287 4575**
Use the online form www.glasgow.gov.uk/Contactus

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