

CONDITIONS OF LET

1. Where educational premises are let for the purpose of private gain by individual or commercial organisation full commercial rates will be charged.
2. An organisation having the use of educational premises shall be required to meet the cost of making good any damage to property or equipment which occurs through occupation of the premises.
3. Lessees shall accept full responsibility for any accident, injury or damage to any person which may occur as a result of the use of the premises. When a playground is let for parking cars the lessees shall free and relieve the Council of any responsibility for third party accident during occupancy and shall have an attendant on duty to supervise parking. Lessees shall be responsible for any person using the premises in terms of their let and shall ensure that such persons restrict their use of the building to the areas let. Lessees and the persons for whom they are responsible, shall not access any other areas of the School than those subject to their let.
4. Argyll & Bute Council cannot accept responsibility for any loss of possessions. Lessees are responsible for ensuring that personal possessions are adequately safeguarded.
5. The grant of a let does not confer automatically the use of specialised equipment and facilities within the school premises.
6. When sporting activities are being conducted soft footwear must be worn. No studs, spikes or footwear which shall damage or adversely affect the integrity of the flooring shall be worn within the School building.
7. Lets are not transferable and must be used for the purpose stated.
8. Normally at least 10 working days' notice must be given when a let is required.
9. The person applying for the let is responsible for ensuring that the conditions of the let are observed. The person supervising on the day of the let must report to the janitor and sign the Let Record Form.
10. Groups wishing a liquor licence must submit their application for let prior to the licence being applied for – no alcohol will be permitted within education buildings or grounds at any time.
11. Certain educational premises may be required to be licenced to allow public performance where money or tickets exchange hands. If a public performance is intended it is important that the applicants indicate this clearly on the Let Form.
12. Special conditions may apply to the letting of the undernoted units and separate details may be required within each Let Application: Pitches, Play Areas, Dog Training Facilities, Playing Fields, Swimming Pools, Specialist Classroom Equipment, Kitchens, Cafeterias, and Serveries.
13. In the event of an accident within the premises the let holder must report the incident immediately to the janitor and an Accident Report Form (obtainable from the janitor) should be completed and returned as specified on the form.
14. Fire drills must be conducted once per term and members of each group must be aware of the method of exit from the building and position of the assembly area after leaving the building.
15. The lessee is responsible for ensuring that a safe and healthy environment is provided for participants. Practical and physical education activities must be conducted in accordance with the appropriate code of practice. A copy of the Council's code of practice can be inspected by arrangement with the janitor.
16. Charges and Conditions of let may be subjected to variation by the decisions of Argyll & Bute Council.
17. All lessees shall observe such restricted letting periods as may be determined from time to time, in addition to the normal statutory holidays.
18. If the lessee fails to attend on the stated day and times on the application form the let will be charged at the full rate. Failure to attend for a let which is subsidised in whole or part will result in the review of further lets.
19. The let may be cancelled by the lessee provided at least seven working days' notice is given. If the let has to be cancelled by the Council for any purpose as much notice as possible will be given.
20. A let will not extend beyond 10pm without prior arrangements being made.

21. The use of educational premises for any form of gambling for commercial gain is expressly forbidden.
22. Smoking is not allowed within any building.
23. Groups accessing the premises shall be responsible for having their responsible person comply with The Protection of Vulnerable Groups (Scotland) Act 2007 and subsequent legislation and guidance.
24. Staff may refuse admission to or expel any person or persons from the venue on reasonable cause.
25. Any person under the influence of alcohol and/or drugs or unclean in person or dress so as to cause offence to other users within the same venue, may be expelled or excluded.
26. No animal (other than guide dogs) may be brought into a venue unless by prior consent.
27. The onus is on the lessee to ensure that all persons are familiar with procedures for evacuation prior to commencing and throughout the let.
28. Access to set up will only be granted to the lessee and any third party in accordance with the times recorded on the booking form. Setting up and clearing away is included within the let time and activities should cease 10 minutes before the end of a booking to allow changeover.
29. Argyll & Bute Council maintains the right to refuse any booking that is considered unsuitable or unable to facilitate.
30. All users must enter and leave by the proper exits and show relevant identification when asked.
31. All users must conduct themselves in an acceptable manner at all times. Admission may be refused or persons expelled from the venue on reasonable cause.
32. No photographic equipment or any other form of visual or sound recording equipment is to be used without prior consent.
33. It is prohibited to alter, interfere or deface the structure of the premises or any equipment or fittings within the premises.
34. All items of electrical equipment that are brought into the venue by or on behalf of the lessee must carry a valid current Portable Appliance Test Certificate or validation, copies of which should be produced upon request.
35. The lessee shall ensure that motor vehicles are not parked in such a way as to obstruct the premises. Argyll & Bute accepts no responsibility in respect of any vehicle or for any loss or damage to any vehicle or its contents.
36. The use of bottled gas and other items deemed similar is strictly forbidden without prior consent being granted.
37. The lessee will be responsible for any damage done to the premises or the fixtures and fittings and shall be bound to meet the costs of the same.
38. Pyrotechnics are prohibited within the premises.
39. Drivers must be over 25 years of age, must have held a full UK driving licence for at least 3 years, must have had no more than 1 insurance claim in the last 3 years, must be free of any motoring conviction other than a single speeding conviction, must observe all driving laws, must have taken the Council's minibus assessment within the last 3 years.
40. Vehicles must not be overloaded, must be returned in a clean condition, and must be returned to the agreed location by the agreed time.
41. All fuel must be replaced.
42. If required the vehicle defect book should be completed and any damage/defect reported as soon as practicable.
43. The vehicle logbook and the driver's daily defect record sheet must be completed.
44. Speed limits should be adhered to and failure to comply may result in prosecution.
45. If insurance cover is required then the lessee must ensure they are compliant and have the necessary cover.
46. Any bookings or amendments must be made at least an hour in advance of the event taking place.