



From mountain to sea

Education and Children's Services

Premises Booking Arrangements

Terms and Conditions of Hire

V7.0 Date: 20.06.23



These Terms and Conditions regulate hiring a space in Aberdeenshire Council Education and Children's Services premises. By submitting a booking, the Hirer (internal or external) will be deemed to have accepted the Terms and Conditions.

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1 Definitions

Council: Aberdeenshire Council.

ECS: Education and Children's Services.

Premises: The Council building and/or grounds where the Hire or use of facilities take place.

Booking: The agreement between the Hirer and the Council for the lease of council facilities for a single session, or several sessions making up the Booking.

Session: The individual event taking place on the premises on a specific date.

Hirer: The organisation and named individual applying to Hire or use facilities.

Event Leader: The named individual representing the Hirer who is leading the activities in each session under the terms of the Hire.

Premises Staff: Any Aberdeenshire Council staff involved with the operation of the premises where the event takes place.

Some of the following conditions will apply dependent on the type of premises to be hired and the purpose of the Hire. Failure to comply with relevant conditions may result in the withdrawal of the booking and loss of any charges paid.

2 Booking and Payment Arrangements

- 2.1 Applications for the Hire of facilities shall be made to the appropriate premises. Bookings must be submitted at least 28 days in advance. Applications submitted less than 28 days in advance may also be considered subject to availability, but this cannot be guaranteed. No premises or any part thereof shall be used without prior authorisation by the Council. The Hire of the premises will be for that part, such use and times as detailed in the application form subject to any changes as are agreed with the Council.
 - 2.2 No bookings shall extend beyond 10.00pm without prior authorisation by the Council.
 - 2.3 Full payment will be required immediately after the booking request is confirmed by the Council and before the Hire takes place.
 - 2.4 Depending on the type of booking being made, the Hirer may also be required to provide additional documentation or evidence of eligibility to support their application. In these circumstances the booking will be held as provisional, pending checks being carried out.
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- 2.5 The Hirer should note that bookings will only be confirmed following successful completion of the checks and payment received (if applicable). Confirmation of the booking will be sent to the Hirer.
- 2.6 To assist with the decision on the category a group is charged, the Council reserves the right to require a copy of the organisation's constitution and their financial accounts.
- 2.7 The Council reserves the right to inspect appropriate documents and procedures in relation to the application e.g., national governing body affiliation, insurances, accounts, constitution of organisation.
- 2.8 All bookings shall be open to inspection at any time by an authorised official of the Council.
- 2.9 In cases where the Council needs to change letting arrangements seven days' notice will be given except in cases of extreme emergency. In these circumstances the Council may provide alternative suitable accommodation if such accommodation is available.

3 Cancellation of a Booking or Session within a Booking

- 3.1 Where a Hirer's cancellation of a Booking within educational premises and community learning centres is submitted at least 7 days before the Hire is due to take place, and where payments for the booking have already been made, the customer will be refunded the full amount paid.
 - 3.2 Where a Hirer's cancellation of a Booking for educational premises or community learning centres is submitted less than 7 days before the Hire is due to take place, no refunds will be provided.
 - 3.3 A single Session forming part of a Booking arrangement may be cancelled by the Hirer without detriment to that overall Booking arrangement. Please note there will be no refund for a Session cancellation.
 - 3.4 The Hirer should note that any notification of cancellation for either a Booking or a Session within that Booking should be forward by email to the ECS Lets Team.
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4 Premises and Equipment

- 4.1 Activities must be confined to the times and areas approved on the application form.
 - 4.2 Premises and equipment will be provided on the condition that appropriate use of them is made. All equipment required must be requested on the application form.
 - 4.3 Hirer using specialist equipment can only use that equipment if there is a person authorised and qualified to use that equipment.
 - 4.4 The use of some equipment may incur additional charges.
 - 4.5 The Council reserve the right to withdraw equipment from use for safety reasons.
 - 4.6 When a Hire is authorised, which includes the use of a swimming pool or specialised physical education apparatus the Hirer will be responsible for the activities carried out in the premises. The Hirer must ensure that there is an appropriately qualified and experienced person during the Hire.
 - 4.7 A Hirer using a swimming pool must observe the procedures laid down in the 'Normal Operating Procedures' for that swimming pool.
 - 4.8 Where a Hirer requests access to premises kitchen facilities, this should be clearly indicated in any initial application as a separate use of kitchen facilities application will be required. Of note:
 - The Council adheres to guidance provided by the Health and Safety Executive and the Food Standards Agency to ensure a safe environment for all users of kitchen facilities.
 - There may be a cost recovery charge for the use of kitchen facilities, including staff and training cost if required.
 - Depending on the nature of the Hire, the Hirer will be required to evidence possession of food hygiene or additional qualifications valid for the duration of the booking.
 - 4.9 The Hirer shall not transfer, assign, or sub-let any part of facilities or equipment hired.
 - 4.10 Portable electrical equipment may only be used in the premises if it has been PAT tested to ensure that it has no electrical defects which could constitute a safety hazard.
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- 4.11 The Council will not be liable for any damage, injury or loss of property brought to or left in the premises or the premises' car park by persons using the premises.
- 4.12 The Council officer in charge of the premises or such person as is authorised to deputise for such officer will be responsible for informing the Hirer and Event Leader of any uncontrolled hazards which may pose a risk to the members of any group using facilities, and which may not be readily identifiable by the Hirer and person in charge e.g. damaged flooring, construction works, blocked access routes. Should such hazards arise and not be capable of being remedied or mitigated before the proposed time frame of the Hire, the Council may refuse the Hire for safety reasons.

5 Responsibilities of the Hirer

- 5.1 The Hirer shall appoint a competent and responsible person, the 'Event Leader', who must be present and in charge during the Hire. The Event Leader must be familiar with the Terms & Conditions and all emergency procedures relating to the facility.
- 5.2 The Hirer will be responsible for communicating to the group information regarding fire regulations, the Terms & Conditions and any other emergency procedures.
- 5.3 The Hirer must ensure that there is enough supervision of its activities. Where instruction or coaching is taking place, the Council reserve the right to require information on qualifications of those involved.
- 5.4 The Hirer will be responsible for the proper conduct of the Hire and will indemnify the Council for any damage done to the building, furnishings, fittings or other contents during the period of the Hire.
- 5.5 It is the responsibility of the Hirer to turn off lights and heaters prior to securing the building if there is no facility staff present to close the building.
- 5.6 Accommodation is used for a variety of purposes. Often the need for accommodation is so great that several different organisations are sharing the premises at one time. The Council expects that users of facilities will always treat other users and staff with respect.

6 Public Liability Insurance

- 6.1 The Hirer shall indemnify Aberdeenshire Council from and against all actions, claims, demands, costs, charges, losses and expenses of whatsoever kind of nature which may be brought or made against them or incurred by them in connection with the Hirer's use of the accommodation granted under the Hire.
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- 6.2 Proof of indemnification against all claims, injuries or accidents with Public Liability cover up to £5 million for a Hire must be provided prior to use of the accommodation. This proof should also be provided with any application to renew a booking.
- 6.3 A Hire application will not be progressed without proof of a Public Liability Insurance being in place for the duration of the Booking.

7 Damages and Injuries

- 7.1 The Hirer is responsible for any damage to the premises and equipment and for the conduct of the members of the organisation/club during the period of use. Alterations to the premises, such as the fixing of apparatus and equipment or decoration are prohibited unless agreed in writing by the Council in advance. Repairs required because of damage to the premises will be charged to the Hirer.
- 7.2 The Council will not accept liability for any accident that may happen, or any loss that may be sustained in connection with a Hire unless there has been contributory negligence. The Hire group should have appropriate insurance to cover their activities.
- 7.3 The Hirer must ensure that all damages to property and injuries to persons during the time of use are notified immediately to facility staff.

8 Protection of Children and Vulnerable Adults

- 8.1 Where anyone works closely with children or groups of vulnerable adults on a regular basis, they should be a member of the Protection of Vulnerable Groups (PVG) Scheme. Further information is available from Disclosure Scotland (www.disclosurescotland.co.uk).
- 8.2 All clubs/organisations must ensure that the following controls and procedures are in place:
- Vetting arrangements, as mentioned previously, for any adult working/helping/supervising activities with young people under the age of 18 or with vulnerable adults;
 - Where there are mixed sex groups, a male & female responsible adult should be present; and
 - There should be a sufficient adult to child ratio in relation to the number of young people and the nature of the activity (e.g. 1 to 10 for under 12s, 1 to 15 for over 12's).
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9 Photography

- 9.1 The use of cameras, mobile devices and other equipment with the capacity to photograph is permitted provided the Hirer has obtained written permission from those being recorded e.g. from parents of all children attending a birthday party. This may be audited at any time during the Hire. Recording of images in/around sports facilities is strictly prohibited without prior consent from facility staff.

10 Smoking and Vaping

- 10.1 Smoking and vaping are prohibited in all Council premises. This includes grounds/car parks as well as buildings.

11 Alcohol on Education and Children's Services Premises

- 11.1 Whenever it is proposed to provide or directly/indirectly sell alcohol, this must be clearly stated on the application and is subject to appropriate authorisation from ECS Officers, and the Hirer obtaining all necessary statutory consents.

12 Sale of Goods or Public Entertainment

- 12.1 Where any Hire involves the sale of goods or public entertainment, the Hirer is responsible for ensuring that the correct licence, if required, is obtained in advance.

13 Broadcasting Rights and Advertising

- 13.1 Hirer is prohibited from granting broadcasting rights without prior written consent from the Council. The Council reserve the right to be party to any negotiation and to the terms and conditions reached. The Council reserve the right to stipulate how the premises shall be referred to in all literature and publicity. Third party advertising within the premises is prohibited without prior written approval from the Council.

14 Performances or Copyright Licences

- 14.1 The Hirer shall be responsible for securing any licences required for the performances or copyright work. The council will not be liable for any damages and expenses claimed by any person or company as a consequence of the performance of copyright work for which the Hirer did not obtain a licence from the Performing Rights Society or any other appropriate licensing body. Where any Hire involves the sale of goods or public entertainment, the Hirer is responsible for ensuring that the correct licence, if required, is obtained. For more information, please contact 03456 081208 and ask for Licensing.
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15 Fire Risk and Emergency Regulations

- 15.1 The Hirer is responsible for ensuring compliance with any emergency regulations. The Hirer and Event Leader will familiarise themselves with the fire procedures relating to the premises in order they take appropriate action in the event of a fire alarm, whether real or practice, occurring during the Hire. Details can normally be obtained from facility staff, but the Hirer should check in advance of the booking if these are readily available on site or need to be forwarded on ahead of the booking.
- 15.2 Where required, the Hirer must provide a Personal Emergency Evacuation Plan (PEEP) for person(s) with mobility or visual impairment who may require assistance in the event of an evacuation.
- 15.3 The Hirer should endeavour to locate a safe place for person[s] requiring assisted evacuation and for ensuring the emergency services are made aware of person[s] location and requirements.

16 Health and Safety & Risk Assessments

- 16.1 The Hirer must ensure that the necessary health and safety arrangements are in place at the premises, to include the carrying out of sufficient risk assessments, clarifying health and safety responsibilities and effectively co-ordinating the activities to ensure compliance with the Health and Safety at Work Act and any other relevant legislation, all to the satisfaction of the Council.
- 16.2 The Hirer must ensure that adequate medical/first aid provisions are made for events taking place within the premises.
- 16.3 Failure to comply with any of these conditions may result in the Council withdrawing this consent. The Council shall not be liable for any losses which arise through the withdrawal of consent.

17 Services of Facilities Staff

- 17.1 It is for the Council officer in charge of the premises, or such person as is authorised to deputise for such officer, to determine whether the services of facility staff are required and, if so, whether they are merely required to open and close the premises or whether they must remain on duty throughout the period of the Hire.
- 17.2 Where facility staff are required to be on duty throughout the duration of the Hire, they will be on the premises fifteen minutes before the Hire begins until fifteen minutes after it finishes.
- 17.3 A cost recovery fee will be applied in these circumstances.
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18 General

- 18.1 A copy of these Terms & Conditions will be made available to all Hire groups.
- 18.2 The Council may at any time, for reasons deemed by them sufficient, suspend, alter, or withdraw any or all the foregoing terms and conditions.
- 18.3 Where a Hirer is dissatisfied with the charge or category or charge being levied, the Council complaints procedure should be followed.

Ends.
