



sustainable thriving achieving

East Dunbartonshire Council

www.eastdunbarton.gov.uk

Letting Terms & Conditions and Booking Charges



East Dunbartonshire Council Letting Terms & Conditions and Booking Charges

Introduction	3
False information	3
Application for a let	3
Annual letting process	3
Prioritisation of letting applications	3
Charging framework	4
Bookings	5
Child protection and vulnerable adults	5
Minimum charge	5
Additional charges	6
Billing – invoicing	6
Cancellations	6
Weather	6
Ptas/parent councils	6
Ad hoc / one-off lets	7
Loss of property / injury	7
Public liability insurance	7
Electrical wiring and appliances	7
Catering	7
Decorations	7
Capacity	7
Bouncy castles / inflatables	7
Teenage parties	8
Music amplification	8
Performing rights society (prs)	8
Entry times	8
Sports facilities	8
Vat considerations	8
Sports bookings	9
Animals	9
Possession and Consumption of Alcohol	9
Noise	9
Penalty for overrunning	9
Health and safety	9
Fire evacuation	10
First Aid	10
Risk assessment	10
Behaviour towards others	10
Damage to Council property	10
Smoking	10
Drugs	10
Change of Details	10
Monitoring	10

EDC LETTING TERMS & CONDITIONS AND BOOKING CHARGES

Introduction

These terms and conditions set out the requirements that must be met by customers booking council premises. The terms and conditions apply to the customer, the organisation (if applicable) represented by the customer and any individual attending, participating in or leading activities.

East Dunbartonshire Council reserves the right to add or amend the Terms and Conditions for the hire of a let.

False information

Customers found to have provided false information to the Letting Team in the context of applying for a let may be refused further bookings.

Application for a let

All lets, including those for PTAs and Parent Councils, must be applied for via the online booking system on the Council website or by telephoning 0300 1234510, unless part of the annual letting process where specific arrangements will be put in place through the Letting Team. In exceptional circumstances, an application form may be available from the Letting Team or assistance available through the Community Hubs.

Annual letting process

The letting year runs from the first day of the school term in August until the start of the following academic year. Annually around May/June the Letting Team will contact all current let holders inviting them to apply for their recurring lets for the following academic year. The process will have a closing date and any applications received after the closing date will be considered as late, and will not be dealt with until completion of the annual letting process. Following the closing date for annual letting applications, the letting team considers the availability of the facility and the priority of the application against set criteria should there be competition for the same space in the same facility at the same time (See Prioritisation of Letting Applications).

The Letting Team may contact the applicant during this assessment phase to discuss alternatives should requested dates or spaces be unavailable.

Prioritisation of letting applications

Schools are provided with priority access to annual letting for their own use in order to ensure that premises and dates required for educational purposes are not released for general letting.

Following the allocation of school lets, the allocation of remaining lets across all available premises (see Annual Letting Process) will be carried out in the order below:

- Bookings by Parent Councils or PTAs for fund raising and school based activities in their own schools.
- Continuation of previous year's lets where there are no conflicting requests .
- Allocation of new lets where there are no conflicting requests.
- Where conflicting requests have been received, the Letting Team will contact customers with the intention of reaching agreement. If amicable agreement cannot be reached the letting team will allocate the let to the group that is considered to most closely align with the outcomes of the East Dunbartonshire Local Outcomes Improvement Plan (LOIP) and will prioritise East Dunbartonshire based organisations/clubs over those based outwith East Dunbartonshire.
- Once all the annual let submissions have been allocated, the online booking system will show all the available free slots for booking by members of the public.

Charging framework

Bookable spaces are charged by the hour. The actual hourly charge applied to a booking will depend on

- the space required.
- the nature of the organisation using the space, and
- the activity being undertaken.

There are three charging categories, based on the nature of the group and the activity taking place:

Category 1

Category 1 applies to activities undertaken by commercial companies operating solely for their own profit, or to an activity undertaken by an individual for personal profit where the Council considers that there is no associated benefit for the community.

Category 2

Category 2 applies to organisations or individuals that may be operating for self-gain but whose activities are considered by the Council to be of benefit to the community and are aligned to the priorities in the East Dunbartonshire Local Outcomes Improvement Plan, this will be done in conjunction with the Place and Community Planning team where appropriate.

This category will also be applied to non-profit making events and activities that are not considered to provide community benefit, for example private functions such as weddings or parties.

Category 3

Category 3 applies to not for profit voluntary and community groups and organisations carrying out non-profit activities.

Room Size	Cat 1	Cat 2	Cat 3
	Examples are:	Examples are:	Examples are:
	Commercial Classes and Coaching	Coaching for self-gain - martial arts, dance classes, art classes	Self-organised community activities such as elderly forums, reading groups, music groups
	Dances/Concerts/Drama events where profit is not going to a recognised charity	Charitable fund raising events such as concerts or jumble sales where profits go to recognised charity	Charitable activities other than fund raising
	Commercial Car Boot Sale/Table Top Sales/Traders	Child care for self-gain or profit making such as Nursery or after school provision	Community or Not for Profit Childcare Guides/Scouts/Cadets or other constituted groups
		Community events such as gala days or festivals that require an alcohol licence Family functions - weddings and parties	Religious worship Non Licensed community events Community Councils, MP's surgeries, Community Partner events
Small	£19.99	£9.65	£4.33
Medium	£48.56	£26.46	£5.95
Large	£73.85	£31.80	£9.09

Pitches/Pool	Adult	Junior
7 A-SIDE High school per third of a pitch		
St Matthew's PS 7 A-side pitch	£40.88	£28.97
Millersneuk PS 7 A-side pitch		
Lenzie Meadow PS 7 A-side pitch		
Wester Cleddens PS 7 A-side pitch		
FOOTBALL MATCH High school per third of a pitch	£20.44	£14.76
11 A-SIDE PITCH St Helen's PS	£60.76	£41.44
Swimming Pool	£41.64	£10.45

The charge for hire of a Community Hall kitchen is £9.65 per hour.

The Letting Team may periodically review the status and/or activities of an organisation in respect of which category should be applied.

Bookings

Bookings will only be accepted from persons aged 18 years or over. Bookings are provisional pending confirmation by the Council. Customers must check confirmation details for accuracy. By accepting the confirmation, the customer agrees to pay the charges associated with the booking. The Council reserves the right to impose any special charges, vary conditions, or increase charges at their discretion. The Council will endeavor to give customers at least seven days' notice of cancellation however; in unforeseen circumstances, this may not be possible.

Bookings granted are to the person making the application and are not transferable. It is not permitted to book on behalf of a third party or to sublet premises.

Premises shall only be used for the purpose specified at the time of booking. If the premises or any part of them, are used for purposes other than that specified, the Council reserves the right to cancel the booking at any time without liability for any costs or losses incurred by any party as a result of the cancellation.

Child Protection and Vulnerable Adults

East Dunbartonshire Council is committed to Child & Adult Protection and requires all letting customers whose activities involve people in these defined groups, to have a protection policy in place. The Council will require all organisations to confirm they have the relevant policy in place prior to any let being granted.

East Dunbartonshire Council recognises that many customers will be affiliated to recognised national organisations that have their own protection policies in place. In that case, East Dunbartonshire Council will accept a statement from the customer confirming that they comply with their governing body's protection policy. Please refer to the additional booklet "Child Protection and Vulnerable Adults Guidance" on the Council website.

Minimum charge

A minimum charge of 1 hour shall apply. This means that a customer applying for a half hour booking shall be charged for 1 hour.

Additional charges

While customers are responsible for clearing all tables at the end of functions, an additional one hour clear up charge of £23.20 will apply to all social functions in community halls and community centres. Should this be after 11pm, a further 50% of the charge will also apply.

Lets extending beyond 11pm in community halls will incur an additional charge of 50% of the hourly rate applying to the premises being used.

Billing - Invoicing

Invoices are issued monthly in arrears and any club/organisation who fails to make payment within 30 days of the date of issue will not be granted further use of Council facilities until the account is cleared. This also includes serial lets that may already have been confirmed. Failure to pay may lead to legal action.

The exception to the above is bookings for all one off social events. For these events, a £50 non-refundable deposit is payable. An invoice will be issued for the deposit and must be paid within 7 days of receipt. Failure to do so will result in the bookings being cancelled.

The remaining balance for the booking must be paid in full at least 14 days prior to the date of the event. Failure to do so will result in the booking being cancelled.

Please note the booking will not be confirmed until the deposit has been paid.

For events, costing less than £50 the entire amount will be due at the time of booking, and the booking will not be confirmed until payment has been made.

Cancellations

The Council requires seven days' notice of cancellations in writing by email or letter, otherwise full payment of the booking must be made. Please note that cancellations cannot be made by telephone. This applies to all bookings.

VAT exempt bookings cannot be cancelled please see **VAT CONSIDERATIONS**.

Weather

Where amber and red weather warnings have been issued by the Met Office for the East Dunbartonshire area, customers can opt to cancel their lets without charge. All such cancellations must be made in writing by email or letter, as cancellations cannot be accepted by phone. Where a red warning has been issued, the Council will take a view whether the lets will be cancelled on an individual basis, this will apply to both indoor and outdoor lets. There will be no charge to the customer if the Council makes this decision.

PTAs/Parent Councils

Parent Councils and PTAs will each be granted up to 6 free lets per year to enable them to carry out their function. However when a Parent Council or PTA meeting will incur a charge to the Council to open the school and there is an open secondary school or other suitable EDC letting facility within a reasonable distance, a free let will only be available at the open secondary school or other suitable EDC letting facility, or other available letting facilities. Activities other than meetings will not be subject to this rule. Fund raising activities taking place in a school will incur a charge from 10pm, payable by the PTA or Parent Council.

Ad Hoc / One-Off Lets

Ad hoc or one-off lets can be submitted at any time, however applications should be submitted two weeks prior to the date of the proposed let to ensure the Letting Team has sufficient time to process and check all necessary information. All information required for making a let application is available on the Council website.

Loss Of Property / Injury

The Council and its employees shall not be responsible for any damage to, or loss of property or valuables brought into or left in any part of the premises by the customer or by any person attending any meetings or functions therein. Neither will the Council be liable for any injury or harm, however caused, to any person connected with the customer or by any person attending any meetings or functions therein.

Public Liability Insurance

The customer is advised to take out appropriate insurance to cover loss or damage of property belonging to themselves, the Council or members of the public and to cover death or injury to persons during the period of hire.

Electrical Wiring and Appliances

Under no circumstances should customers or unauthorised persons interfere with electrical wiring and appliances. It is a requirement that customers ensure their electrical equipment is in good working order.

Catering

Customers will be responsible for caterers using the kitchen and will ensure all premises used are left in a clean and tidy condition. The customer shall be responsible for the clearing of surface litter/empty bottles etc. from tables and floors under the direction of the Site Co-ordinator. Please note, food can only be heated as cooking of food is not permitted.

Kitchen facilities are only bookable in Community Halls. If customers wish to book such kitchen facilities, it is recommended that they contact the venue to make arrangements to view these in advance to ensure they are suitable. The charge for hire of a Community Hall kitchen is £9.28 per hour.

Decorations

Extra fittings and decorations provided by the customer shall be subject to the approval of the Site Co-ordinator before being fitted or attached and shall be removed immediately after the close of the function. Any loss or damage caused in fitting/attaching or removing shall be made good by the customer or be made good by the Council and the costs charged to the customer. No nails, staples etc. shall be inserted in the wood or walls or in any part of the premises. No "exploding" glitter cartridges or streamers are permitted within the building. The only candles permitted for use are tea lights contained in holders and/or birthday cake candles, and these are only permitted within community halls.

Capacity

At the point of booking, customers must advise numbers attending events, as the maximum capacity of the venue must not be exceeded for health and safety reasons.

Bouncy Castles / Inflatables

There are guidelines for the use / safety of inflatables, and customers hiring or bringing inflatables to Council premises are responsible for ensuring the guidelines on their use are adhered to. The guidelines are available by clicking [here](#), or can be viewed on the Council website.

Teenage Parties

Teenage parties are only permitted in community halls. The parties must be supervised and customers must employ the services of professional stewards. Proof of the hire of stewards must be provided before the let can be confirmed. A minimum of two stewards will be required. The customer will be asked at the point of booking, who will be taking responsibility for supervising the party.

Music Amplification

Noise levels of music must be controlled to ensure the sound does not penetrate houses in the vicinity. The amplification must be reduced on receiving complaints from an authorised officer of the Council or the Police.

Performing Rights Society (PRS)

The Council has a responsibility to provide an “Annual Musical Performance Return” to the Performing Rights Society from customers for the following type of events e.g. classical music concerts, pantomimes, variety shows, musicals, rock concerts, public discos etc.

Performing Rights Society / Phonographic Performance Ltd

The customer must comply with all the Performing Rights Society regulations and supply any relevant information pertaining to this as requested by East Dunbartonshire Council.

The customer will obtain any necessary licences from the Phonographic Performances Ltd in respect of use of sound recordings and indemnify against any breach of copyright during the booking.

Entry Times

No access will be granted prior to the start of your booking, with the exception of sports facilities (see next section), therefore when booking, allowances must be made for any set-up time needed for social events/functions, and the premises must be vacated promptly at the end of the booking. The Council’s FM representative will be authorised to close the doors if he/she considers this necessary after consultation and due intimation.

Individuals are not permitted to access any other areas or spaces of the premises other than those booked.

Sports Facilities

A changing room is included free of charge with all sport bookings. If additional changing rooms are required, this may be subject to an additional cost. Customers booking a sport facility are able to gain access to the changing room 15 minutes before and after their booking.

Vat considerations

Under HMRC VAT Notice 742, the booking of premises specifically designed or adapted for playing any sport or for taking part in any physical recreation will normally be considered standard rated and therefore subject to VAT. However, if the booking is for over 24 hours or is for a series of 10 or more sessions, then the supply may be considered exempt should the customer so choose. It is important to note that choosing the VAT exempt route means bookings cannot be cancelled and all bookings within the group of ten or more must be paid for. This will be monitored, in terms of compliance, through the Council.

All bookings for EDC Enterprise Centres are subject to VAT.

Sports Bookings

All bookings of a coaching / teaching nature are approved on the understanding that the appropriate coaching qualifications from the recognised sport or coaching body or association are in place. East Dunbartonshire Council reserves the right to request proof of qualifications.

When sporting activities are being conducted appropriate footwear must be worn. No black soled shoes are permitted in school sports and gym halls.

Animals

Only registered assistance animals are permitted on school premises including school grounds.

Animals are only permitted in Community Halls and Community Education Centres with the express permission of the Letting Team. Where lets involve animals, customers will be required to allocate time before the end of their let to clean the floor, to ensure the premises are clean for the next let.

Possession And Consumption Of Alcohol

Alcohol may only be sold on the premises where:

(1) East Dunbartonshire Licensing Board has granted an occasional licence. Please note an application for an occasional licence must be made at least 28 days in advance of the event by telephoning 0300 1234510, details are available on the Council's website by clicking [here](#).

(2) The customer has hired a licensed bar to sell alcohol.

Bring Your Own Bottle (BYOB) events are permitted in Community Halls and Community Centres without the need for a licence. In such cases, the customer is responsible for ensuring alcohol is not consumed by anyone under the age of 18. Bring your own bottle (BYOB) is NOT available at the War Memorial Hall in Bishopbriggs.

All licensed bars and buffets must close half an hour before the end of the function.

No alcohol is permitted to be consumed or possessed during any let on school premises if children or young people under the age of 18 are in attendance. Permission to possess or consume alcohol on school premises will normally only be granted on a Friday or Saturday evening.

Noise

In circumstances where the customer anticipates that the activities of the let will be noisy, the customer should raise this with the Letting Team at the time of booking. This will enable steps to be taken to minimise any disruption or inconvenience to others. *Patrons attending events in our halls should consider the residents in the immediate vicinity when leaving, and keep noise to a minimum.*

Penalty for over-running

In the event that a customer does not vacate their let by the specified time, the customer shall be charged for the extra time at the appropriate rate.

Health And Safety

Those attending lets must comply with the instructions of the person in charge of the premises in respect of security and health and safety matters such as fire drills or vacating the premises at the end of a let. All measures implemented by the customer must be understood by those in attendance including but not limited to the COVID 19 Government guidelines and health and safety control measures and protocols implemented by the customer or group. Please note it is the responsibility of the organisation placing a booking to record attendance for Test and Protect.

Fire Evacuation

Upon visiting a Council building for the first time, it is the responsibility of the customer to familiarise themselves with the fire safety procedures for the premises. It is the customer's responsibility to maintain a record of attendance for the purposes of evacuation and to be aware of the evacuation safety notices displayed within the building. During the let, the customer is responsible for ensuring that all designated fire exits remain unobstructed at all times and to ensure the group is aware of the escape routes from the building.

First Aid

Customers/group leaders must have their own first aid materials and are responsible for administering first aid to those attending their let by qualified staff. Customers/group leaders must have procedures in place for First Aid emergencies incorporating COVID 19 measures and safety considerations.

Risk Assessment

The customer is responsible for carrying out a risk assessment in the activity areas prior to event activities. The customer is responsible for carrying out a risk assessment in the activity areas prior to event activities. These will reflect all aspects of COVID 19 considerations and adaptations. In all measures the customer/group will comply with all specific health guidance relating to their activities and implement measures to mitigate and minimise risk in all instances. Risk assessments will be understood by all individuals and groups in attendance. Please note it is the responsibility of the organisation placing a booking to record attendance for Test and Protect.

Behaviour towards others

Individuals must not cause offence and are required at all times to be considerate and respectful towards other people working in or attending Council lets.

Any person, whose conduct is unacceptable, may be asked to leave the premises and may be refused access to future lets. *Patrons attending events in our halls should consider the residents in the immediate vicinity when leaving, and keep noise to a minimum.*

Damage to Council Property

Customers will be responsible for any damage to Council property and/or equipment during their let. Any damage incurred will result in additional costs being charged to customers.

Smoking

Smoking is prohibited in all Council premises and grounds/car parks including entrances to said premises.

Drugs

It is prohibited for individuals attending Council lets to be in possession of, consume or be under the influence of drugs.

Change of Contact Details

Any change to customer contact details must be submitted to the Letting Team in writing by email to letting@eastdunbarton.gov.uk.

Monitoring

Spot checks may be carried out during the year to ensure that the Terms and Conditions are being complied with.



sustainable thriving achieving

East Dunbartonshire Council

www.eastdunbarton.gov.uk

Other formats

This document can be provided in large print, Braille or on CD and can be translated into other community languages. Please contact the Council's Communications Team at:

East Dunbartonshire Council, 12 Strathkelvin Place, Southbank, Kirkintilloch, G66 1TJ Tel: 0300 123 4510

0300 123 4510

0300 123 4510

0300 123 4510

0300 123 4510

0300 123 4510

