



# Code of Practice and Conditions of Hire and Use

## Interpretation of Terms

*"The Council" means Perth & Kinross Council*

*"The premises" means the building and grounds where the hire or use of facilities takes place*

*"The hirer" means the person and organisation who has submitted an application to hire or use facilities*

The following conditions must be complied with by all hirers. Failure to do so may result in the withdrawal of the booking and forfeiture of any charges already paid. Where specific codes of practice exist, eg for particular sports or other activities in affiliation with a national or governing body, these should be adhered to.

### 1. Areas of Use

Activities must be confined to the times and areas of the premises which have been approved and all areas used should be left as found. The hirer shall not transfer, assign or sub-let any part of the premises or equipment hired. Hirers should satisfy themselves that facilities are fit for purpose. Perth & Kinross Council will refuse/cancel any booking that it considers inappropriate for any facility.

Hire of the facility is for the booked time only. Any time needed for assembly/dis-assembly/changing must be included within your allocated hire time. Failure to adhere to usage conditions will result in additional charges being levied.

### 2. Use of Kitchen/Catering Facilities

The use of kitchen facilities and services may be permitted in certain circumstances and may require the presence of Tayside Contracts catering staff for which an appropriate charge will be levied. Please contact Tayside Contracts for charges if requesting use of the school kitchen to support your event.

Where there is food activity, you agree that the personnel who will be involved in food handling are appropriately trained and/or supervised to carry out safe food procedures and that in addition you will operate an appropriate food safety management system.

Catering kitchens are not available for hire at Loch Leven, Strathearn, North Inch and Breadalbane Community Campuses although life skills kitchens for tutoring purposes are available. The consumption of food in Loch Leven, Strathearn, North Inch and Breadalbane Community Campuses other than that purchased on site is not permitted. See also Section 19.

Catering can be provided. For further information please contact Tayside Contracts:

tel 01738 447293 • email [perth.functions@tayside-contracts.co.uk](mailto:perth.functions@tayside-contracts.co.uk) • [www.tayside-contracts.co.uk](http://www.tayside-contracts.co.uk)

### 3. Use of Equipment

Fixed sports equipment (gym equipment, basketball nets, etc) is available for use in some premises but may incur VAT (see Section 20).

The use of other equipment (eg pianos, PC equipment, OHP, screens, flip charts etc) may be available at Community Campuses but is unavailable in schools. All areas used should be left as found and usage of ANY equipment resources or consumables are not permitted without agreement from school or campus management.

### 4. Specialist/Sport/Coaching Bookings

Bookings of a coaching/teaching/instructing nature will only be granted where the appropriate coaching qualifications from the recognised sport or coaching body or association are held. Perth & Kinross Council reserves the right to inspect such qualifications.

PACES (Perth and Kinross Accredited Club Excellence Scheme) is a straightforward quality assurance system to help voluntary sports clubs operate efficiently and effectively, offering guidance on policies and procedures, and providing support for development. It is also a means of identifying and rewarding clubs that operate in a structured way.

*(continued)*

#### 4. Specialist/Sport/Coaching Bookings *(continued)*

As of 13 August 2018 all voluntary sports clubs wishing to let PKC ECS facilities will have to be accredited through PACES.

To register for PACES and begin the accreditation process, please visit [www.paces.org.uk](http://www.paces.org.uk) or to ask for further details please email [paces@liveactive.co.uk](mailto:paces@liveactive.co.uk)

#### 5. Sponsored Bookings

Partner agencies undertaking activities at the request of or in conjunction with Perth & Kinross Council may qualify for free use of the premises.

To qualify for an exemption from charges at school premises, your booking should be submitted by a Perth & Kinross Council Service Manager.

To qualify for an exemption from charges at Community Campus premises, your Facilities Booking Application Form should be endorsed at Section 7 and submitted directly to the Campus.

#### 6. Child Protection

Anyone who works closely with children or groups of vulnerable adults on a regular basis should be a member of the Protection of Vulnerable Groups (PVG) Scheme. Further information and guidance about the Scheme is available from Disclosure Scotland at [www.disclosurescotland.co.uk](http://www.disclosurescotland.co.uk)

All clubs and 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.*
- Where there are mixed sex groups, a male and female adult should be present.*
- There should be a sufficient adult to child ratio in relation to the number of young people and the nature of the activity as below:*
  - ◆ *Ratio 1 to 10 for children aged 12 and under*
  - ◆ *Ratio 1 to 15 for over 12s*

#### 7. Footwear and Clothing

It is the responsibility of the hirer to ensure that the correct clothing and footwear are worn for specific activities. Indoor non-marking soles and, for outdoor activities, appropriate outdoor studded boots and track shoes are mandatory. Cultural differences and the specific needs of disabled people will be respected.

#### 8. Electrical Equipment

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. It should be noted that this may be audited at any time during the let period.

Information on PAT testing certification can be obtained from the British Standards Institute.

#### 9. Health & Safety

The hirer shall appoint a competent and responsible “*person in charge*” who shall be present and in charge during the period of use, and an adequate number of competent persons for supervisory duties including fire evacuation, who shall take appropriate action to safeguard the health and safety of all participants and to prevent any form of damage to the premises or any misuse of the facilities granted by the Council.

Efficient door control must be maintained at all doorways leading to and from the premises to ensure that free egress by the various exits is maintained during the period of use. The person in charge will be responsible for completing and signing any attendance log. It is the responsibility of the hirer to arrange for First Aid Facilities/Personnel throughout the duration of the hire.

#### 10. Reporting of Accidents/Incidents

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. Repairs required as a result of damage to the premises will be charged to the hirer. ***The Council will accept no liability for accidents on the premises.***

Damage to property and injury to persons during the time of use should be notified immediately to the Janitorial/Facilities Management Staff, Reception Staff, Booking Co-ordinator, Live Active Leisure Staff or Head of Establishment where possible.

## 11. Uncontrolled Hazards

The Head of Establishment or Janitorial/Facilities Management staff will be responsible for informing the hirer and person in charge of any uncontrolled hazards which may pose a risk to the members of any group using the facilities, and which may not be readily identifiable by the hirer and person in charge (eg damaged flooring, blocked access routes or other hazards which may be of a temporary nature due to construction works etc).

## 12. Personal Property

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.

## 13. Evacuation

The hirer and person in charge must acquaint themselves, and everyone in their care, with the Fire Procedures, the position and use of fire appliances (if trained to do so) and Fire Exits. Details can normally be obtained from the Janitor where one is on duty or from Facilities Management ahead of the booking. Persons in charge should be aware of the location of the nearest telephone in case the premises telephone is not immediately available.

## 14. Licences

The hirer shall be responsible for securing any permits required for the performances of 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 user did not obtain a license from the Performing Rights Society or any other appropriate licensing body.

With any hire involving the sale of goods or public entertainment, the hirer is responsible for ensuring that the correct licence, if required, is obtained.

Contact should be made with the Licensing Section at Perth & Kinross Council, Council Building, 2 High Street, PERTH, PH1 5PH where licence requirements and procedures will be explained.

## 15. Broadcasting Rights and Advertising

The hirer is prohibited from granting broadcasting rights without the 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 will reserve the right to stipulate how the premises shall be referred to in all literature and publicity.

Third party advertisement within the premises is prohibited without prior written approval by the Council.

## 16. Alcoholic Beverages

Subject to the conditions imposed by either the Council or Licensing Board, alcohol may, on certain occasions, be served, but not sold on the premises. Please note that provision of alcohol following payment of a ticket price is considered to be a sale. The hirer should contact the booking co-ordinator for advice or the Licensing Board at the address referred to in Section 14 above to discuss the need for a licence.

The hirer is responsible for obtaining the necessary alcohol licence and must comply at all times with the conditions of licence issued by the Licensing Board.

## 17. Photography

The use of cameras, videos and other equipment with the capacity to photograph is allowable provided the hirer for the let has obtained written permission, ie from parents of children or persons being photographed. It should be noted that this may be audited at any time during the let period - please refer to the Council website for guidance.

## 18. Public Liability Insurance

The hirer shall indemnify the Council against all costs, expenses, liabilities, injury, loss or damage howsoever arising due to any act or omission of the hirer, or any of his agents, volunteers or staff in connection with the hire of the premises or the activities carried out during the period of let.

The hirer must obtain and maintain in force a policy of public liability insurance to cover such indemnity. Such insurance shall be for the minimum sum of £5 million in respect of any one incident. The hirer must exhibit to the Council if requested, a certified copy of the insurance policy and evidence that all premiums are paid and up-to-date.

If you do not have suitable insurance please liaise with ECSLets@pkc.gov.uk - without insurance you are personally liable for any damage to the facility or other liability claim associated directly as a result of your usage and/or actions.

## 19. Cancellation, Non-Payment, Advance Booking and Refund Terms

Written notification of cancellations must be received by the booking co-ordinator a minimum of seven days before the day of the booking for facilities not operated by Live Active Leisure. Failure to provide this will result in the customer being charged the full amount of the booking value.

Priority of use of non-sports facilities is based on Appendix A of this document with Priority 1 being the highest and Priority 5 being the lowest.

Sports and Leisure bookings at Community Campuses will be allocated on the basis of the PKC programming guidance document.

Payment arrangements will be agreed at the time of booking. If the hirer fails to comply with these payment arrangements, the Council may cancel and reject any future bookings.

Deposits terms differ depending on the type of booking being made. It is the responsibility of the hirer to familiarise themselves with these terms and conditions prior to hiring or using Council premise.

Catering booked via Tayside Contracts is subject to their full terms and conditions. The sample menus are provided as a guide only. The catering service we provide can be tailored to suit your specific circumstances. A minimum charge of £30 is levied on each booking. All prices exclusive of VAT. Ideally we would request one week's notice for all hospitality bookings, we will however endeavour to accommodate. A fixed fee of 50% of the original cost will be charged if less than 24 hours' notice of cancellation is given. The Council reserves the right to cancel a booking.

## 20. VAT Exemptions

If you are considering making application for a **Series of Sessions** for the purpose of sport or recreation, then you may qualify for VAT exemption if the following criteria is met:

- ❑ *The hire is to a club, association or organisation representing affiliated clubs or constituent associations **and**:*
  - (a) *the series consists of 10 or more sessions;*
  - (b) *each session is for the same sport or activity;*
  - (c) *each session is in the same venue (a different court, lane or pitch or a different number of courts, lanes or pitches is acceptable);*
  - (d) *the interval between each session is at least one day and not more than 14 days. The duration of the session may vary but there are no exceptions to the 14-day rule;*
  - (e) *all sessions must be paid for even if unused/cancelled and there is written evidence to the fact. This must include evidence that payment is to be made in full whether or not the right to use the facility for any specific session is exercised. Provision for a refund/non-payment agreed by the Council in the event of unforeseen circumstances leading to non-availability of the facility would not affect this condition.*
  - (f) *the hirer has exclusive use of the facilities during the sessions.*

If **all** these conditions are not met, VAT will be charged at the standard VAT rate at the time of the hire - for the whole booking.

## 21. No Smoking Policy

Smoking is prohibited in all Council premises. All users will be required to adhere to The Smoking, Health and Social Care (Scotland) Act 2005 and The Prohibition of Smoking in Certain Premises (Scotland) Regulations 2006. Failure to comply with the law is a criminal offence.

Individuals may be fined a fixed penalty of £50 for smoking in no smoking premises. The user or person in charge of any group using no smoking premises could also be fined a fixed penalty of £200 for allowing others to smoke in no smoking premises.

## 22. Conduct

Behaviour deemed to be inappropriate may result in the cancellation of a booking. The Council reserves the right to investigate any incidents deemed to be serious in nature or where complaints have been received. Campus users must adhere to the Campus Rules at all times.

**Failure to observe these Conditions may result in the withdrawal of the booking. In these circumstances any charges already paid will be forfeited.**

## Appendix A (effective from August 2009)

User Type	Priority (1 Highest)
Commercial	5
Standard	4
Concession	3
Junior (Under 18)	2
Exempt	1

### User Type

Commercial: *Individuals or Commercial Groups/Organisations who are profit-making.*

Standard: *All groups that do not fall under the Concession criteria; groups where instructor retains income.*

Concession: *Not-for-profit community benefit groups such as Adult Education Associations, MP/MSP/MEP, Religious Activities, Community Planning Partners, Local Voluntary and Charitable Organisations. Youth groups where instructor/club leader does not retain income.*

Junior: *Under 18 Activities.*

Exempt: *All Council Services, Parent Councils/Elections, Kids Club (Non-profit making).*

If you or someone you know would like a copy of this document in another language or format, (on occasion, only a summary of the document will be provided in translation), this can be arranged by contacting the Customer Service Centre on 01738 475000.

You can also send us a text message on 07824 498145.

All Council Services can offer a telephone translation facility.