

EDUCATION, SOCIAL WORK AND COMMUNITY SERVICES
CONDITIONS OF LET OF A SCHOOL

Conditions upon which permission is granted:

1. A charge of £..... per hour will be made for the use of
2. ***Disclosure Scotland*** - If the premises, or any part of the premises, are let in connection with the provision of services or activities for children (that is, persons under the age of 18), then it shall be the sole responsibility of the lessee to ensure, in advance, that appropriate Disclosure Scotland checks, under Part 5 of the Police Act 1997, have been carried out on any individual who will be involved in the said provision by way of working, whether paid or unpaid, in a childcare position, as defined in Schedule 2 of the Protection of Children (Scotland) Act 2003. A statement to be signed by individual applicants for lets is attached as Appendix 1.
3. The attention of lessees is drawn to the fact that useful guidance on the Protection of Children (Scotland) Act 2003 is available on the Scottish Executive website.
4. The applicant shall make good all damage to the premises or to the furniture, fittings, apparatus, or other property of the Council in or about the school, which may be caused by or solely attributable to the applicant's use of the school.
5. The school piano shall not be used without permission.
6. There will be no smoking on the school's premises.
7. Intoxicating liquor shall not be consumed or be available in the buildings or on the premises thereof, unless special permission has been granted.
8. If furniture or other apparatus is moved in connection with the applicant's use of the building it must be replaced by them at the conclusion of each occasion on which the accommodation is used. No furniture or apparatus shall be moved into the open air.
9. Where a charge is made for the use of accommodation the accommodation shall be held to have been used on each occasion for which permission is granted unless the applicant has given seven clear days' notice of cancellation of the let for that occasion.
10. The applicant will relieve the Council of all claims by third parties for personal injuries or damage to property which have arisen as a direct result of the granting of this permission, except in cases where:-

- (a) The Council are in any way at fault due to their total or partial non-performance or inadequate performance of any of the terms of the contract, i.e. the Council are in any way in breach of this contract;
 - or
 - (b) The said claim has arisen due to the Council's negligence.
11. When a let of a gymnasium or games hall is authorised which could involve the use of physical education apparatus the person having the let will be responsible for any actions carried out in the gymnasium or games hall and ensure that a person with considerable experience or qualifications is in charge when such apparatus is used. Prior permission from the Headteacher must always be obtained before any school equipment is used.
12. The Council reserve the right to impose from time to time such further or other conditions as they may think fit, to vary any charges stated above, or to cancel or terminate the permission to use the accommodation without reason stated.
13. Detailed arrangements for the let should be made by the applicants with the Headteacher, whom failing, his Deputy or other responsible person. The janitor/cleaner should not be approached directly.
14. Special conditions, if any:-
- i. If the event has a bar then stewards must be on duty. These can be members of the Committee organising the event but must be assigned to stewarding duties only.
 - ii. Nobody is allowed to use or move school equipment
 - iii. It is the lettee's responsibility to ensure that nobody, including members of the committee, are smoking in the school grounds and to manage this during the event. This includes outside the front door.
 - iv. Following agreement with the school and Amey, a maximum number will be provided, depending on the hall set-up. This number includes anyone involved in the event, including organisers and participants.
 - v. The let application must include all areas required – no further areas will be authorised during the event. All areas will be charged for the duration of the event, including setting up and clearing away times.
 - vi. Start and finish times for the let must include set up and clearing away times. If anyone arrives before or leaves after the times stated, charges will be amended to include those times on the final invoice.
 - vii. It is the lettee's responsibility to ensure that other members of the committee and members of the public are aware of the rules and regulations.
 - viii. If any conditions stated in this agreement are broken, the lettee will not be granted another let in the future – a letter will be sent to confirm this, after the event.