

GLASGOW CITY COUNCIL - GLASGOW LIFE

SCHOOL LETTING SECTION

CONDITIONS OF LET – SCHOOL LETTING

These conditions must be adhered to:

1. When applying for a let please note that a minimum of **10 working days** notice must be given in order for all necessary arrangements to be made. Please note that peak periods for let bookings are March/April and August/September. During these months a minimum 15 days' notice is required. Glasgow Life will no longer issue reminders to let holders, it is the responsibility of the let holder to ensure application forms are submitted and confirmation of the booking is received. We would expect that let holders should submit application forms for the forthcoming financial year no later than 31 December of the previous year ie let applications for 1 April 2023 – 31 March 2024 should be submitted no later than 31 December 2022.
2. The purpose of the proposed let must be clearly stated to Glasgow Life at the time of arranging the booking. If applying for a let relating to an event or sporting activity, the specific nature of the sport or game must be stated on the let application form.
3. Receipt of an application for a let does not constitute an acceptance of the application by Glasgow Life. All applications are subject to the approval of Glasgow Life. No venue should be considered let until written confirmation has been received by the let holder.
4. The let holder shall only be permitted in the areas specified on the confirmation.
5. Any proposals involving the use of kitchen/catering facilities and/or the provision of catering staff must be indicated on the application form. When approved, access will be provided and monitored by the janitor.
6. The application form **must** be completed by the group leader, owner, director etc of the organisation as it is this person who will be responsible for payment of the let. Any change to group contact details (telephone/email/address) must be notified to School Letting.
7. If for any reason an organisation is unable to make use of the accommodation granted on any particular date, notification must be emailed to the School Letting Section at least **three days** prior to the meeting. **Failure to comply with this condition will result in the full cost of the let being levied.** Failure to attend in whole or part will result in the review of further lets. Please note that all lets are subsidised by Glasgow City Council and failure to notify of a cancellation could prevent another group from benefitting from the use of the facility.
8. If a pitch is deemed unplayable by the referee or janitor, the group must notify School Letting by email on the next working day. If this condition is not adhered to, groups will be liable to pay the full cost of the let.

When the use of a pitch is granted it is on the understanding that the club will accept responsibility for any damage to the pitch or fixtures thereof while they are using the pitch and for the conduct of the players. In the event of the pitch being required by Education Services for the purpose of games to be participated in by any of their schools, the let may be subject to cancellation. After the allocation of pitch has been made no club shall be permitted to transfer their let to another club.

Synthetic pitches – the following is not permitted within the pitch compound: studded footwear, screw in studded boots, chewing gum, cans, glass bottles, alcohol, smoking, food, heavy or sharp objects, animals (except guide dogs). The pitch will not be playable during weather conditions below 0c. Users should ensure: all footwear is clean before going on to the surface; the gate is closed after use; spectators should remain outside the enclosure.

9. Glasgow City Council/Glasgow Life reserve the right to cancel lets at any time (no fault termination).
10. Glasgow City Council/Glasgow Life reserve the right to add an administration fee (£10) for changes to a let.
11. A let will not normally extend beyond 9.30 p.m. in schools. Lets extended beyond 9.30 p.m. will only be given when suitable arrangements have been made by School Letting. Additional janitorial charges beyond this time for lets in secondary schools may apply.
12. Schools are not licensed for public entertainment and admission to functions where a charge is made must be by ticket only and no money must be taken at the door. Admission to meetings or social

gatherings must be confined to members of the organisation concerned - except where permission is granted for public meetings.

13. It is the responsibility of the let holder to comply with all statutory licence requirements. For instance:
 - Any let where music is to be played or films shown, an appropriate copyright broadcast licence is essential. This includes for example, band practice, discos, Zumba, choirs and film clubs. The licences held by schools do not extend to school lets. Failure to secure licenses could result in a breach or an infringement of the Copyright, Design and Patents Act 1988. This Act covers all literary work, dramatic work, musical work, artistic work, films, sounds recordings, broadcasts, and typographical arrangement of published additions. It is the let holder's responsibility to ensure that the appropriate licences are held before a let takes place. The let holder shall, as and when reasonably requested to do so by the Authorised Officer, produce for inspection a copy of their current copyright licences. Glasgow City Council must be indemnified by the let holder against any claims arising out of a breach or infringement of the Copyright Act.
14. Storage of any kind is not provided as part of a let.
15. Alcohol is not permitted on Education premises.
16. Parking is not provided as part of the let. Where let holders park on Glasgow City Council premises, it will be at their own risk.
17. Waiting areas for those not participating in the let activity are not provided as part of the let, i.e. parents/carers taking children to clubs. Participants should be met at the main school entrance by a member of the club. The club is responsible for ensuring the participants are taken to the area booked for the activity. The club should be taking the participants back to the main entrance to be collected by parents/carers.
18. Granting of a let **does not include** the use of specialised equipment and facilities within the school premises – this includes:
 - The gymnasium apparatus - fixed or portable – unless the specific permission of Glasgow City Council Education Services has been granted.
 - Football nets for pitch lets. Let holders are required to provide their own nets.
 - Pianos and other musical equipment are **not** to be used without the specific permission of Glasgow City Council Education Services.
 - Other school equipment such as stage lighting is not to be used without the specific permission of Glasgow City Council Education Services.

In any halls/gymnasias, the floor is regarded as a most important and expensive item. It is therefore, essential that it be kept clean and free from scratches or scores which may render it unsatisfactory or possibly unsafe.

Where a let is granted of a central hall, assembly hall or dining hall for other than physical education activities the following footwear is permitted:

- Rubber soled sports footwear.
- Leather Dancing Pumps
- Outdoor shoes with rubber soles and heels
- Outdoor shoes with plain leather soles and heels

Where outdoor shoes as above are worn, it is essential for the care of the floors that all outside dirt be removed from shoes before entry or re-entry is made to the hall concerned.

Under no circumstances are shoes with stiletto or similar type heels (i.e. metal heel or toe tips, protruding nails or any other protecting metal parts) to be worn in gym or games hall areas.

19. NO POWDER or other substance shall be used for POLISHING THE FLOOR of any premises, even for social functions.
20. SMOKING IS NOT PERMITTED IN SCHOOLS OR WITHIN THE CURTELEDGE OF THE CAMPUS, i.e. outwith main fencing/gates/car park.
21. Gambling for a cash prize, such as a 'race night' is not permitted on Education premises.

22. Lets may be permitted during school holiday periods with the prior approval of School Letting.
23. All organisations will observe statutory holiday/weekends when a janitor is not normally on duty unless prior permission is granted by School Letting Section. Further restricted letting periods may be required in addition to normal statutory holidays with no lets being available during this time.
24. Lets are not transferable and must be used for the purpose stated.
25. Please notify School Letting if you do not require use of floodlights if included as part of your booking for pitches.
26. Gratuities are NOT to be given to employees of Glasgow City Council, Glasgow Life, Cordia LLP or Amey.
27. IT IS THE RESPONSIBILITY OF THE LET HOLDER TO SIGN THE JANITOR'S BOOKING LIST AT THE END OF EACH MEETING. Failure to comply with this requirement may result in the issuing of an inaccurate account.
28. It shall be noted that a named individual member of an organisation shall be deemed responsible for the conduct of those attending the let venue. This person must be aged 18 years or over. Participants at lets should be supervised at all times.
29. It is the let holder's responsibility to ensure premises are left in a clean and tidy condition after any let. Janitorial staff will monitor and report any issues/concerns e.g. litter issues, vandalism, fire alarm activation.
30. Special conditions may apply to the letting of the undernoted facilities and details of these will be supplied by Glasgow Life:
 - Swimming Pools (See Appendix B)
 - Kitchens/Cafeterias/Serveries
31. Specific application forms must also be completed in relation to swimming pool usage. Further information regarding such lets will be made available, on application. Premises shall not be used for any purpose other than stated on the application.
32. The start time of the let is the time the group gain access to the building. The finish time of the let is the time the group should vacate the premises. If additional time is required for changing then this should be booked as part of the let. If groups over-stay time of let, the relevant additional let fee will apply plus any additional janitorial charges incurred and an administration charge of £10 will be payable.
33. Late arrival at premises – the janitor will wait approximately 30 minutes after the start time of the booking. If a group arrives more than 30 minutes after the start time of the let the building may not be open and the group will be liable for the full cost of the let.

33 . Pricing Policy

- 33.1 Glasgow City Council/Glasgow Life operates a pricing policy. Lets will normally be charged at the Standard Rate. When applying for the Community Rate, proof of community status will be required, i.e. organisation terms of reference, charitable status, constitution etc for community rates. We reserve the right to request audited accounts where a reduction is being requested.

Pricing Structure Definitions

Community Rate	Constituted voluntary sports coaching, constituted voluntary community activities, political and religious activities
Standard Rate	Cost of let unless commercial organisation/individual or proof of eligibility of community rate is provided
Commercial Rate	Commercial organisations/individuals for profit making activities including instruction, dance, events, sales and spectator events

- 33.2 A further charge will be levied by CFM to cover the costs of use of any kitchen/catering facilities and staff. An account will be sent to the let holder's home address or to the education establishment if an internal school let.
- 33.3 With the exception of new regular bookings (see note 33.5), an invoice for charges will be raised in arrears and payment is due immediately. This applies to **all** invoices. All future bookings will be cancelled if payment is not received within 28 days. To re-book, a deposit in advance to the

value of 4 weeks' lets is required. This is in addition to full repayment of debt. We reserve the right to request payment in advance for future dates.

33.4 One-off bookings

If the total cost of the booking is £100 or below then payment should be paid in full in advance. If the total cost of the booking is over £100, a deposit of 50% is required. Bookings in excess of £100 for lets within 21 days of the let, full payment is due at the time of booking. Three days notice is required to cancel a let. If the let is cancelled by the applicant with less notification than this, we reserve the right to retain the full amount. A non-refundable admin fee of 10% will be retained for cancellations made within the three day timescale.

33.5 New Regular bookings

Payment for the first four weeks of let must be made in advance (or the first four lets if fortnightly/monthly etc). Lets must then be paid monthly in advance. Payment must be made at least ten days' prior to the let date. Information on how to make payment is included in the confirmation letter.

33.6 Charges and conditions of let may be subject to variation by the decision of Glasgow City Council or Glasgow Life at any time.

33.7 If you believe your charges to be wrong, you have up to 60 days from the date of the original invoice to query the amount. This can be done by contacting Glasgow Life Letting Section. Copy invoices may incur an administration fee of £10.

34 **Health & Safety**

34.1 Let holders must ensure that they complete induction procedures and sign their understanding. This will be made available and communicated by the janitor.

34.2 In the event of an accident within the premises the let holder must report the incident immediately to the Janitor. An Incident Report Form must be completed with the assistance of the janitor if available. Otherwise all relevant information and contact details must be written and the janitor will pass this to the head of establishment for further action.

34.3 The let holder should ensure that they are familiar with the fire evacuation procedure including the fire alarm signal, evacuation routes and assembly points. All information for fire safety will be included in the induction.

34.4 The let holder is responsible for the health, safety and welfare of the persons participating in the activity. A risk assessment should be conducted for all activities that includes details of the instructors' qualifications, ratios, equipment etc. All activities must be conducted in accordance with the appropriate governing body guidelines/building users guides.

34.5 Let holders using school swimming pools are required to abide by the health and safety policies and guidelines. Any person hiring the swimming pool must make themselves familiar and develop procedures to meet their needs.

34.6 A risk assessment must be carried out for high risk sports such as, rugby, judo etc

34.7 Persons instructing in sports activities must be suitably qualified. The let holder shall, as and when reasonably requested to do so by the Authorised Officer, produce for inspection relevant current qualifications relating to the let activity.

34.8 Electrical equipment used in a let will require regular PAT testing. The let holder shall, as and when reasonably requested to do so by the Authorised Officer, produce for inspection current PAT testing certificates.

34.9 Food Safety - if food is being served or sold, let holders must be guided by Environmental Health. It is important that where a food provision is provided, the food business operator must be capable of demonstrating compliance with current food safety legislation. Please contact Community Safety and Regulatory Service for advice, alternatively information can be found on the Food Standards Scotland website

35 **Insurance and Indemnity**

35.1 Glasgow City Council must be indemnified by the let holder against any damage to property or equipment which may occur through occupation of the premises.

- 35.2 Organisations letting the premises shall accept full responsibility for any accident, injury or damage to any person which may occur, as a result of the organisation's negligence while using the premises.
- 35.3 Glasgow City Council cannot accept responsibility for any loss of possessions. Let holders are responsible for ensuring personal possessions are adequately safeguarded.
- 35.4 It is a requirement of all lets that the let holder agrees to indemnify and hold Glasgow City Council harmless in respect of all losses, damages, claims, costs, demands, expenses or other liabilities arising in connection with the let of the venue to the let holder.
- 35.5 The let holder shall affect and maintain adequate insurance:
- Against fire and all other risks covering all property with the let holder may bring into the venue whether such property is the hirers or that for which the hirer is responsible; and
 - Covering the let holder's liability, statutory and common law in respect of the let holder's employees and members of the let holder's company or organisation, the let holder's guests and any other individual attending the venue in connection with the let.

- 35.6 Glasgow City Council has effected Property Owner's Liability insurance in respect of the venue. However, it shall be the responsibility of the let holder to put in place sufficient insurance, including but not limited to public liability insurance, to cover all activities to be undertaken during the period of let by the let holder and all persons attending the venue for the purposes of the let. For the avoidance of doubt, any public liability insurance cover put in place by the let holder shall be for a sum of not less than FIVE MILLION POUNDS (£5,000,000) in respect of any one claim and shall be unlimited in the period of insurance. Furthermore, Glasgow City Council may in certain circumstances and at their discretion require the let holder to arrange additional insurance cover. If such additional insurance cover is required, the let holder will be advised in writing.

The let holder shall, as and when reasonably requested to do so by the Authorised Officer, produce for inspection insurance certificates to show that the all insurance cover required by Glasgow City Council in connection with the let is being maintained by the let holder. Failure to submit proof of such insurance upon request by the Authorised Officer's may result in the cancellation of the let at the sole discretion of Glasgow City Council. In such circumstances the let holder will remain fully liable for the fees payable in respect of the let regardless of the fact the let has been cancelled. Glasgow City Council will not be responsible for any costs or losses which are incurred by the let holder as a result of such cancellation.

36. Childcare provision

If there is a requirement for work to be carried out to ensure accommodation meets Care Inspectorate regulations, any costs must be met by the childcare organisation. No works can be progressed until they have been alerted to the Estate Manager/Education Resources Group and received approval. Childcare services that are in receipt of a subsidised let must be registered by the Care Inspectorate. The let holder shall, as and when reasonably requested to do so by the Authorised Officer, produce for inspection Care Inspectorate registration.

37. Child Protection

Protection of children and vulnerable adults – the let holder must ensure that it complies with and continues to comply with, the requirements of the Protection of Vulnerable Groups (Scotland) Act 2007 ("the PVG Act"). This is particularly relevant to any let involving children, young people under the age of 18 and/or vulnerable adults. Guidance on the PVG Act and obligations can be obtained from:

Disclosure Scotland
PO Box 250
Glasgow
www.disclosure-scotland.co.uk
info@disclosurescotland.co.uk
Tel: 0870 609 6006

Information is also available from www.glasgowchildprotection.org.uk

38. Suspended/Cancellation of Lets

Failure to comply with the above conditions of let will result in the let being suspended. Glasgow City Council/Glasgow Life reserve the right to cancel lets where there have been complaints from the school regarding damage to school property or inappropriate behaviour by those attending the let.

39. Data Protection

- 39.1 The parties will comply with the applicable requirements of Data Protection Law to the extent they apply to any activities under these conditions of let.

- 39.2 The parties agree that it is their mutual expectation that they will not share personal data with each other under these conditions of let. In the event that, contrary to this mutual expectation, personal data is shared then the following provisions of this condition shall apply in the event that the parties do not agree in writing any express provisions regulating such processing.
- 39.3 To the extent that either party discloses personal data to the other party it will ensure that such disclosure is fair, lawful and transparent in the context of the purposes for which the personal data is to be processed by the receiving party and otherwise complies with the requirements of Data Protection Law.
- 39.4 Without prejudice to condition 0, if either party ("**Processor**") acts as a processor of personal data for the other party ("**Controller**") in relation to any activities under these conditions of let then
- 39.4.1 the Processor shall process such personal data only for the purposes of these conditions of let and subject to any express written instructions of the Controller from time to time, and otherwise on such terms relating to the processing as the Controller may reasonably specify in writing;
- 39.4.2 the Processor shall assist the Controller in complying with its obligations under Data Protection Law and in demonstrating such compliance, including by documenting and agreeing in writing any particular aspects of the processing and providing such information in relation to the processing, to the extent reasonably required to do so by the Controller; and
- 39.4.3 the provisions of Articles 28.2, 28.3 (a) to (h) and 28.4 of the General Data Protection Regulation (EU 2016/679) shall be incorporated into these conditions of let *mutatis mutandis* by way of direct contractual obligation on the part of the Processor to the Controller.

39.5 In this condition:

39.5.1 "Data Protection Law" means Law relating to data protection, the processing of personal data and privacy from time to time; and

39.5.2 "Law" means any statute, directive, other legislation, law or regulation in whatever form, delegated act (under any of the foregoing), rule, order of any court having valid jurisdiction or other binding restriction, decision or guidance in force from time to time;

- 39.6 The let holder shall notify Glasgow City Council and Glasgow Life immediately of any child protection, child welfare or adult welfare allegations or concerns of which it becomes aware, and shall furnish Glasgow City Council and Glasgow Life with any information necessary to allow Glasgow City Council and Glasgow Life to investigate fully any such concern or allegation, such disclosure of information in these circumstances being necessary for the performance of Glasgow City Council's statutory duties to safeguard children and vulnerable adults.
- 39.7 The let holder shall be required to pass on information to Glasgow City Council and Glasgow Life in relation to the let, a member of the let holder's staff, volunteer or any other person following upon a request from Glasgow City Council or Glasgow Life.
- 39.8 On the termination of the let for whatever reason, Glasgow City Council has the express right to have returned to it all information and any confidential information provided by Glasgow City Council and Glasgow Life to the let holder within three (3) working days of its termination. The let holder shall liaise directly with Glasgow City Council and Glasgow Life to agree a procedure relative to return to Glasgow City Council and Glasgow Life of any information or confidential information. In this condition 39.8 the expression "return" means that the let holder shall provide Glasgow City Council and Glasgow Life with all hard copies of the information concerned together with any portable electronic storage media on which any personal data, information and confidential information has been stored, and shall then securely and irretrievably delete any copies of the data from the let holder's own computer systems.

40. **Freedom of Information**

- 40.1 The let holder acknowledges Glasgow City Council's and Glasgow Life's obligations under the Freedom of Information (Scotland) Act 2002 ("FOISA") and acknowledges that in particular Glasgow City Council and Glasgow Life may be required to provide information relating to the let or the let holder to any person on request in order to comply with the FOISA. The decisions of Glasgow City Council and Glasgow Life in the interpretation thereof shall be final and conclusive in any dispute, difference or question arising in respect of disclosure under its terms, any other law, or, as a consequence of judicial order or order by any court, tribunal or body with the authority to order disclosure (including the Scottish Information Commissioner).
- 40.2 If the let holder is or becomes a designated Scottish Public Authority by Order of the Scottish Ministers under section 5 of the FOISA the let holder shall comply with the FOISA.

41. Customer Complaints/Comments

Glasgow City Council and Glasgow Life are committed to providing high-quality customer service. We take complaints about our services seriously and deal with them in confidence. If something goes wrong you should tell us. We can then try to put things right and improve our services in the future. We take all complaints very seriously. To make a complaint, please use one of the following means:

Write to us **Customer Care team, Glasgow City Council, G2 9RZ**

Phone us on **0141 287 2000**

Fax us on **0141 287 4575**

Use the online form www.glasgow.gov.uk/Contactus

We can provide information in other formats (such as large print, audio and Braille).

The School Letting Team can be by emailing schoolletting@glasgowlife.org.uk

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