

Conditions of Let

FOR YOUR INFORMATION



APPLICATION

1. All bookings will be charged in accordance with the Council's charging policy: www.eastlothian.gov.uk/chargesbook. Any booking requesting the discounted charitable rate should provide evidence of their status e.g. charity registration number.
2. Applications will only be accepted from persons aged 18 years or over. Applications for events involving the sale or consumption of alcohol will only be accepted from persons aged 25 years or over.
3. A minimum of 10 working days' notice must be given when a let is required.
4. All bookings are provisional and will only be held for 10 working days until the booking form, confirmation that a risk assessment has been completed (if applicable to let), acceptance of these terms and conditions and "**full payment in advance**" (unless otherwise agreed) has been received. Once received your booking will be confirmed.
5. The Booking Form should be submitted to bookings@eastlothian.gov.uk
6. Lets will not be accepted more than 6 months in advance unless with special arrangement with the Bookings Team.
7. East Lothian Council reserve the right to refuse a booking.

SETTING UP/CLEARING UP

1. The fee for hiring the hall is based on the duration of the event stated on the booking form which must include the time needed for setting up and clearing up afterwards.
2. The Lessee/Caretaker (if applicable) is responsible for setting up and clearing away all equipment and furniture to its original location. All equipment, goods and other items brought into the venue by the Lessee must be removed from the venue at the end of the let.
3. The Lessee must leave the venue in a clean and tidy state, and must collect and bag all waste (rubbish and recycling) at the end of the let and place in the waste compound (if accessible).
4. Due to COVID regulations and enhanced cleaning requirements, there may need to be stagger start times to allow sufficient time between bookings.

CANCELLATIONS

1. Cancellations should be made in writing to bookings@eastlothian.gov.uk and will only be eligible for a full refund if cancellation is made 10 working days prior to the event. If a cancellation is made after this a cancellation fee of 50% of the let fee will be levied. Refunds are made at the discretion of East Lothian Council.
2. East Lothian Council reserve the right to cancel a let should the premises be required for events such as use as a Polling Station for a Parliamentary or Local Government election or by-election or an emergency necessitates the use of the premises. In any of such event where possible at least one weeks' notice shall be given and the Lessee shall be entitled to a full refund of any fees already paid, but East Lothian Council shall not be liable for any direct or indirect loss.

PVG

1. If your group consists of children, young people under 18, your group, club or organisation must have a Child Protection Policy. All leaders, helpers, employees or sub-contractors who have regular unsupervised access to children must be vetted through Disclosure Scotland or recently registered with the PVG scheme. Further information from Disclosure Services email: disclosures@volunteerscotland.org.uk More information is available at: <https://www.volunteerscotland.net/for-organisations/disclosure-services/>

SUPERVISION OF LET

1. The lessee and event attendees may only access public communal spaces, toilets and the specific booked area as per their let agreement.
2. Spaces are booked in the lessee's full knowledge of the facilities within the space booked e.g. tables, chairs etc, and if necessary, the lessee can view the space before booking to ensure it and its furniture are fit for purpose.
3. The lessee must comply with equalities and equity/fair treatment requirements in allowing public access to the booked space.
4. The lessee must exercise due diligence in the running of their booking in light of CONTEST/PREVENT and counter terrorism regulations (follow this link for details: https://www.eastlothian.gov.uk/info/210574/emergencies_safety_and_crime/12593/terrorism_extremism_and_the_prevent_strategy)
5. Lessees holding events involving the sale and/or consumption of alcohol, i.e. a dance/disco or similar event are required to provide up to 5 Stewards. Lessees must confirm at the time of booking that suitable Stewards are available to supervise the hire and provide details of these. The Head of Establishment may also request an informal interview with the Lessee of the event.
6. The Lessee is responsible for ensuring that Stewards (if applicable) are suitably trained, are aware of their duties and responsibilities with regard to the event/hire e.g. ensuring health and safety, fire evacuation, first aid and orderly behaviour of all people attending the function. All entrances and exits to the hall should be controlled so that no unauthorised persons gain access.
7. The Lessee is responsible for all persons using the premises, including guests, caterers, DJs, etc. and ensuring that they adhere to the conditions of hire at all times.
8. The Lessee is responsible for supervising the premises and will be held responsible for any damage incurred during the let and will be held liable for all costs incurred in repairing such damage. All damage must be reported to the Duty Caretaker at the time of the event.

PUBLIC HEALTH SCOTLAND COMPLIANCE

1. COVID-19

- 1.1. Lessees and attendees must comply with all **COVID-19 guidelines** <https://www.gov.scot/collections/coronavirus-covid-19-guidance/> **and should not attend an event if:**
 - You/anyone in your household are displaying any symptoms or has tested positive for COVID-19
 - Someone in a support bubble has symptoms or has tested positive for COVID-19.
- 1.2. If you have taken a COVID-19 test and are awaiting the results or have been asked to self-isolate, have been told by the NHS Test & Protect that they have been in contact with someone who has COVID-19.
- 1.3. The Lessee will be the 'Responsible Person' to ensure that Track and Trace is carried out at the beginning of an event and that Attendees names and contact details are held for 21 days.
- 1.4. The current requirements for safe distancing are adhered to.
- 1.5. The current requirement for any PPE, i.e. face coverings/masks [unless exempt from wearing one] are adhered to Hand sanitisation is observed. [hand sanitisers will be provided at venues].

2. PUBLIC HEALTH SCOTLAND

- 2.1. Lessees and attendees where appropriate shall comply with all relevant guidance which is issued by Public Health Scotland, from time to time.
- 2.2. In the event that a Responsible Person is required to be identified and this is not otherwise detailed in legislation then the Responsible Person shall always be the Lessee or their representative (if a person is required).

RISK ASSESSMENTS

1. Lessees will take responsibility for conducting their own risk assessment including COVID-19 safety measures. For further information visit www.eastlothian.gov.uk/venuebookings or <http://www.hse.gov.uk/event-safety/>
2. If a hire of the venue is deemed to be a “High Risk” event at the time of booking the Lessee must confirm in writing to bookings@eastlothian.gov.uk that a Risk Assessment has been completed at least 6 weeks, or such other time nominated, prior to the hire.
3. For all bookings deemed to be a “High Risk” event, the Head of Establishment may contact or request an informal interview with the Lessee of the event. The Bookings Team will inform Police Scotland on behalf of the Lessee.

Note: High Risk events are typically ones that involve alcohol and/or high numbers/maximum capacity at venue.

PERSONAL EMERGENCY EVACUATION PLANS (PEEPS)

1. Where required, groups/Lessee must provide a Personal Evacuation Plans (PEEP) for person(s) with mobility or visual impairment who require assistance in the event of an evacuation.
2. The Lessee 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.

LICENCES

1. The Lessee is responsible for obtaining all necessary licenses to carry out their proposed activity in the building. Failure to do so may result in your event being cancelled.
2. The Lessee must ensure that all necessary licences and related paperwork for a given type of function are granted and available for inspection on request by Officers of East Lothian Council and Police Scotland (if applicable).
3. Groups wishing an alcohol licence must submit their application for let prior to the licence being applied for.

For further Information about licences required please email the Licensing Department at licensing@eastlothian.gov.uk

HEALTH & SAFETY

1. The lessee must comply with all Health & Safety and Fire Safety regulations operating in the venue/space
2. Smoking is NOT permitted in any East Lothian Council premises or facilities provided for community use by members of the public. It will be the responsibility of the Lessee who signed the let to ensure compliance with the legislation.
3. Lessees, new groups and individuals should take the responsibility for making themselves aware of the buildings fire evacuation procedures by approaching the Caretaker and observing Fire/Safety notices displayed in space/venue.. Groups and individuals must also take the responsibility for ensuring all group members/individuals comply with the fire evacuation process **and immediately and safely leave the premises on the sounding of the alarm/flashing light. For Assisted Evacuation, refer to Personal Emergency Evacuation Plans in section above.**
4. All passageways and exits must be kept free and doors kept unlocked during the period of occupancy.
5. Where groups or individuals choose not to turn up for lets due to adverse weather then charges will still apply unless East Lothian Council has taken the decision to close the building on Health & Safety grounds.
6. The use of **candles** and **indoor sparklers** are not permitted in any East Lothian Council premises.
7. The use of **smoke machines** are **NOT** permitted as they are likely to activate the fire alarm.
8. The use of portable gas heaters or cookers are **NOT** permitted.
9. Electrical equipment brought to our sites must be checked for safety by Lessee and show that it has been PAT tested unless under 1 year old and that it should not exceed 13 amp.
10. Lessees are to ensure that they have considered and organised appropriate first aid cover for their event, this may be as simple as knowing who is attending the event, who will be the person to call for an ambulance if required etc. (East Lothian Council venues do have standard first aid boxes in them)
11. Where any catering is carried out, the Lessee will be responsible for ensuring that any person so involved fully complies with all statutory Food and Hygiene Regulations.
12. The Lessee is responsible for the disposal of food waste in line with food waste legislation. For further information visit <https://www.eastlothian.gov.uk/environmentalhealth>.

General

1. **“Insurance”** The Lessee will be responsible for any liability that arises from their use of the venue or its equipment and are required to indemnify East Lothian Council in connection with such use. They are advised to take out a public liability policy for a minimum of £5 million to cover themselves and third parties during their hiring. The Lessee should produce the relevant insurance certificate to the East Lothian Council on request.
2. The Lessee is responsible for ensuring that the conditions of let are observed. Failure to comply with the conditions of let can/will result in the immediate cancellation of the let including any remaining recurrent lets, if applicable, and any new requests for future lets being refused.
3. The Lessee shall also comply with any reasonable requests or instructions given by the Duty Caretaker.

EAST LOTHIAN COUNCIL RESERVES THE RIGHT IN ALL CASES TO CANCEL OR ALTER ANY OF THE CONDITIONS OF LET AT THE COUNCIL’S DISCRETION. ALL CHARGES ARE SUBJECT TO ALTERATION BY EAST LOTHIAN COUNCIL WITHOUT REQUIREMENTS FOR NOTICE TO LESSEES.