**Conditions of Let**

Denny Civic Theatre

West Dunbartonshire Leisure (WD Leisure) hereby make the following Conditions of Let to regulate the hire and use of the Denny Civic Theatre Community Facility

**1** **APPLICATION FOR LET**

1.1 All applications for let of community facilities must be made on an official application form. Applications must be received at least 14 days prior to let.

1.2 The receipt of an application form for let does not constitute an acceptance of the application by WD Leisure. The facility shall not be deemed to be let until the applicant has received confirmation in writing from WD Leisure.

1.3 Applicants must be over the age of 18 years and proof of identity/age may be required.

1.4 All bookings made in respect of the Denny Civic Theatre are subject to the times stated on the booking form. Hirers must ensure that the theatre is cleared at the appropriate time. Entry to the the Denny Civic Theatre will be from the time specified on the application for let. Additional time will be charged after the event, if necessary.

1.5 All groups/organisations using accommodation shall state the purpose for which they are engaged and shall not sub-let or alter the purpose for which they are engaged without the consent of WD Leisure. If the Denny Civic Theatre, or any part thereof, is used for purposes

different from that for which they are engaged WD Leisure reserves the right to terminate the booking at any time without WD Leisure being liable to the hirer for costs incurred by the group/organisation.

1.6 No application for let will be accepted whilst any accounts for payment by the hirer to WD Leisure are outstanding.

1.7 WD Leisure reserves the right to grant or refuse any application for let in whole or in part without giving any reason for same.

**2** **BOOKING IN ADVANCE**

2.1 Bookings for the Denny Civic Theatre can be made up to one year in advance of date of booking. Provisional bookings will be accepted within this time scale and will be held by WD Leisure for 10 days. A booking will be confirmed on receipt of a correctly completed application form. If no confirmation is received after 10 days the booking will be removed from the system.

**3** **PAYMENT**

3.1 Payment must be received at least 21 days prior to the booking date. WD Leisure  
 will make available the facility for payment by debit or credit card over the telephone.

3.2 WD Leisure reserves the right to bill additional Cleaning, janitorial and caretaker cover, where necessary.

3.3 WD Leisure reserves the right to bill additional charges as a result of any damage outlined in Section 5 after the event.

3.4 Failure to pay any accounts within the time required will result in no further availability of premises until the account is paid. Outstanding accounts will be passed to debt recovery for collection.

**4** **CANCELLATIONS**

4.1 WD Leisure reserves the right to cancel a let without being liable for compensation in the event of facilities being required for the purposes deemed necessary by WD Leisure.

4.2 Notification of hirer’s intention to cancel a let must be made in writing. In the event of cancellation by the hirer the following charges are payable by the hirer:

a) 15 - 21 days in advance – No charge (deposit forfeited)

b) 7 to 14 days in advance – 50% of hire charge

c) Less than 7 days in advance – 100% of hire charge

**5** **LOSS, INJURY OR DAMAGE**

5.1 The hirer is responsible for any loss or damage to the building, fixtures, fittings, contents and decor during the let.

5.2 The hirer is advised that WD Leisure can accept no responsibility in respect of loss or theft of articles from the premises during the let or of any articles left on the premises at any time.

5.3 WD Leisure accepts no responsibility for any loss or damage, including personal injury and death, resulting from the premises proving to be unsuitable for the hirers intended use.

5.4 The hirer is advised to take out appropriate insurance to cover loss or damage of property belonging to themselves, WD Leisure or members of the public and to cover death or injury of persons in the building during the period of hire. Insurance documentation must be submitted before the let.

5.5 When an event is open to the public, the hirer is required to take out at least public liability insurance and the premises are let on the understanding that this will be done. It is the responsibility of the hirer to ensure adequate first aid provision for the activity or event. WD Leisure is not responsible for first aid provision.

5.6 The hirer must indemnify WD Leisure against any loss or damage as described within these conditions. WD Leisure reserves the right to charge for any damage to premises.

**6** **HEALTH AND SAFETY**

6.1 If a hirer is operating any portable electrical appliance not provided by WD Leisure this equipment must have a valid portable appliance test label or certificate. If the valid label or certificate is not available then this equipment will not be able to be used within WD Leisure facilities. This includes personal electrical devices such as phone chargers, hairdryers etc.

6.2 The hirer is responsible for ensuring that all gangways, doorways, stairways, exits, and designated fire exits are kept unobstructed at all times and that their clients are aware of the escape routes to the available exits.

6.3 Hirers must make themselves aware of Fire Regulations and Procedures in force and as outlined in the fire evacuation plan.

6.4 Hirers are responsible for the recording of attendance details for the purpose of evacuation and liaising with facility staff during any evacuation.

6.5 No explosives, highly flammable spirits or liquid gas containers shall be brought into the Denny Civic Theatre and the use of naked lights in any part of the building is strictly prohibited.

6.6 All chemical or substances used by users must be approved by WD Leisure. In accordance with the COSHH regulations WD Leisure would then seek a product data sheet and thereafter carry out assessment of the product suitability in relation to Health and Safety. No chemicals will be allowed in any facility without prior approval.

6.7 In the event of an accident within the premises the hirer must report the incident immediately to the Facilities Assistant and an accident report form must be completed.

6.8 Hirers are responsible for ensuring that areas and activities are risk assessed prior to allowing participants to take part in activities. Hirers must ensure that the area is visually inspected upon arrival and any defects reported to the member of staff on duty.

6.9 No technical works may be undertaken without the supervision of a technician. Hirers are responsible for arranging their own technician. WD Leisure can provide contact details, on request.

**7** **PROPERTY/EQUIPMENT**

7.1 The hirer shall not interfere with electrical fixtures and fittings. No extension from existing electrical fittings shall be made without the consent of WD Leisure.

7.2 No fixings of any kind (bolt, nails, screws, blue tack etc.) shall be attached to any part of the interior or exterior of the building without prior consent from WD Leisure management.

7.3 All hirers, including organisations, must leave the premises in a clean and tidy condition. Failure to comply may result in additional charge to cover cost of additional cleaning.

7.4 Any additional equipment the hirer may wish to bring in, eg lighting, sound equipment, dry ice, smoke machines, props etc must have a valid portable appliance test label or certificate where applicable and their use should be arranged via the technician.

**8** **NOTICES**

8.1 No posters, boards, placards, logos, fittings, banners, signs or advertisements or other display materials shall be affixed to any internal or external doors, walls and windows without prior consent being sought from WD Leisure.

**9** **STEWARDING**

9.1 The hirer is responsible for the maintenance of good order at events/ shows. WD Leisure reserves the right to specify and/or engage stewards, security staff and first aid personnel

on behalf of the hirer at the hirer’s expense in circumstances that the contract deems appropriate.

**10** **PERFORMING RIGHTS SOCIETY/PHONOGRAPHIC PERFORMANCE LTD**

10.1 The hirer must comply with all the Performing Rights Society regulations and supply any relevant information pertaining to this as requested by WD Leisure.

10.2 The hirer will obtain any necessary licenses from the Phonographic Performances Ltd in respect of use of sound recordings and indemnify WD Leisure against any breach of copyright during the let.

**11** **LIQUOR LICENSE**

11.1 All requests for permission to sell alcoholic liquor during a let must be notified at the same  
 time as the application for let. Alcoholic liquor may only be sold on the premises by authority of an occasional license granted by the Council. The hirer is responsible for ensuring

that all liquor is sold in accordance with the Licensing Scotland Act and the requirements of the Licensing Section of West Dunbartonshire Council.

11.2 WD Leisure reserves the right at any time to withdraw permission for a bar and to lay down any further conditions.

**12** **FOOD SAFETY**

12.1 Hirers are required to ensure compliance with the Food Safety Act 1990, the Food Hygiene Regulations 2006 and any subsequent related regulations.

12.2 Food must not be cooked or prepared on-site. Food that is pre-cooked/prepared off-site may be re-heated, provided the provisions of 12.1 are met.

12.3 Hirers will be required to remove all waste from the environs of the facility and where necessary make special arrangements for its removal with a licensed contractor before final vacation of the premises.

**13** **CHANGING ROOMS**

13.1 Maximum occupancy levels in changing rooms at any one time is **36**. Additional changing accommodation may be made available in the adjoining Concord community facility for which a small charge may be made.

13.2 Supervision of Dressing Rooms and other similar areas is the responsibility of the Hirer who will put in place adequate procedures and personnel for this purpose.

**14** **SALE OF MERCHANDISE**

14.1 The hirer may undertake the sale of merchandise – for example souvenirs, T-shirts, CD’s, photographs, etc – during a Let with the prior agreement of WD Leisure. The hirer is required to provide a detailed list of all items which s/he proposes to sell prior to the Let.

14.2 All items offered for sale must comply with the terms and conditions of the Sale of Goods Act 1994 and any other relevant legislation. Where necessary, the Hirer will be responsible for securing any additional permissions or inspections from relevant bodies.

14.3 WD Leisure accepts no liability whatsoever for any items sold to third parties.

**15** **AMENDMENTS TO CONDITIONS**

15.1 WD Leisure reserves the right to amend or add to these conditions of let at any time.

**16** **THE PROTECTION OF CHILDREN (SCOTLAND) ACT 2003**

16.1 The hirer is required to ensure compliance with WD Leisure’s Safeguarding Children Policy and any subsequent related regulations.

16.2 Failure to comply with WD Leisure’s Safeguarding Children Policy will result in the termination of the let at anytime, without WD Leisure being liable.

16.3 If the let is in connection with the provision of services for children, that is persons under the age of 18, it shall be the sole responsibility of the applicant to ensure in advance that appropriate PVG (Protecting Vulnerable Groups Scheme) checks under Part 5 of the Police Act 1997 (Scotland) 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. In this respect the applicant’s attention is drawn to the fact that useful guidance on the Protection of Children (Scotland) Act 2003 is available on the Scottish Executive website.

**17** **GENERAL**

17.1 For the purposes of these Conditions the term ‘WD Leisure’ shall include persons authorised by them and the term ‘hirer’ shall also include their employees, their agents, tradesmen, contractors, suppliers and members of the general public entering at the invitation,

express or implied, of the hirer or their agents, tradesmen, contractors and suppliers.

17.2 The relevant WD Leisure officers shall have access to all parts of the community facilities at all times during periods of let.

17.3 WD Leisure or persons authorised by WD Leisure shall have the right to suspend or take action at their discretion on any matter which, in the opinion of WD Leisure’s officers, does not comply with the terms of these conditions, or which they consider necessary in the interests

of safety and good order or to deal with any contingency not covered by these Conditions of Let.

This information can be made available in a range of languages and formats, including large print, braille, audio, electronic and accessible formats.





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