



Education &  
Children's Services

# 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 which 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.

### 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.

If an activity involves the use of kitchens for teaching purposes then the tutor must hold an appropriate qualification or certificate in food hygiene.

Catering Services can be provided by Tayside Contracts and will be charged according to requirements. For further information please contact [www.tayside-contracts.co.uk](http://www.tayside-contracts.co.uk)

### 3. Use of Equipment

The use of equipment (eg pianos, gym equipment, PC equipment, OHP, screens, flip charts etc) may incur additional charges and is subject to approval of the Booking Co-ordinator.

### 4. Specialist/Sport/Coaching Bookings

Bookings of a coaching/teaching 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 quality assurance system designed to help voluntary sports clubs to operate efficiently and effectively. The aim of PACES is to encourage the establishment and operation of structured, child friendly and safe sports clubs, with the potential to develop and expand accordingly. Benefits include assistance and advice with disclosure process, help preparing a child protection policy, targeted support from ECS Sports Development and Active Schools staff and assistance applying for grants, funding etc.

If you wish to register in this scheme or would like an information pack please telephone 01738 451967 or email [PKCSport@pkc.go.uk](mailto:PKCSport@pkc.go.uk) for details.

### 5. Child Protection

*'The Protection of Children Scotland Act 2003'* requires anyone working for an organisation in a paid or voluntary capacity in a childcare position to be vetted against the Disqualified from Working with Children List. In order to access this information, the organisation must be registered with Disclosure Scotland, a recognised Umbrella Body or with Central Registered Body Scotland (CRBS), and therefore must meet the standards for registration.

Currently there is no legal requirement or mechanism for individuals who deliver services in their own right and not in conjunction with anyone else or as part of an organisation, to be vetted.

Further information is available from Disclosure Scotland, telephone Helpline 0870 6096006 or email [info@disclosurescotland.co.uk](mailto:info@disclosurescotland.co.uk)

The Scottish Executive's Guidance for Organisations can be found at [www.scotland.gov.uk/childprotection](http://www.scotland.gov.uk/childprotection) or The Central Registered Body Scotland (CRBS), telephone Helpline 01786 849777 or email [info@crbs.org.uk](mailto:info@crbs.org.uk)

All clubs and organisations must ensure that the following controls and procedures are in place:

- ❑ *Vetting arrangements, as mentioned above, 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 Under 12's*
  - ◆ *Ratio 1 to 15 for Over 12's*

## 6. Children Under 8

Admission for all children under 8 years old to unprogrammed public swimming sessions is allowed under the following conditions:

- ❑ ***All children under 8 years of age must at all times be accompanied by and under the constant care and close supervision of a responsible adult, of at least 16 years old. Admission is permitted under the following ratios and conditions:***
  - ◆ ***Children aged 4-7 years must wear a high visibility wrist band whilst in the pool/changing area.***
  - ◆ ***Children under 4 years: one adult to one child with or without armbands **or** one adult to two children with armbands.***
  - ◆ ***Children aged between 4-7 years: one adult to two children with or without armbands.***
  - ◆ ***Mixed ages: one adult to one under 4 and one 4-7 year old, if the under 4 is wearing armbands.***
- ❑ ***For groups of 5 children or more aged 8 to 15 years, it is a requirement that the following child to adult ratios are adopted by the group organisers:***
  - ◆ ***Children aged 8-11 years: a ratio of 1 adult to 5 children***
  - ◆ ***Children aged 12-15 years: a ratio of 1 adult to 15 children***

*and that, regardless of the size of the group, a minimum of 2 adults must be present in the activity area at all times.*

Spectators under the age of 16 years will only be admitted if accompanied by an adult or at the discretion of the Manager.

## 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 "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, 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.

## 10. Reporting of Accidents/Incidents

The hirer is responsible for any damage to the Council's property 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, ECS Lets 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 and Fire Exits. Details can normally be obtained from the Janitorial/Facilities Management staff when on duty or 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. It is the responsibility of the hirer to arrange for First Aid Facilities/Personnel throughout the duration of the hire.

## 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, 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, 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 the Council, alcohol may, on certain occasions, be served, **not sold**, in the premises. The hirer should contact their booking co-ordinator for advice or the Council's Licensing Section at the address referred to at 14 above to discuss the need for a licence.

## 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 any necessary 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.

## 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..

## 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 Perth & Kinross Leisure. Failure to provide this will result in the customer being charged the full amount of the booking value.

Block Bookings are accepted on the basis that a maximum of 10 weeks only can be booked per activity at any one time.

Priority of use is based on Appendix A of this document with Priority 1 being the highest and Priority 4 being the lowest.

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 & 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 weeks 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.

## 20. VAT Exemptions

If you are considering making application for a **Block Booking** 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 block booking 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.

**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	4
Concession (Single Booking)	3
Concession (Multiple Booking - minimum of 8 bookings)	3
Junior (Under 18)	2
Exempt	1

User Type
Commercial: <i>Individuals or Commercial Groups/Organisations who are profit-making (up to 4.5 hours is half day, up to 8 hours is full day)</i>
Concession: <i>Non profit-making groups such as Over 18 Sport, Adult Education Associations, MP/MSP/MEP/Councillor Surgeries, Religious Activities, Community Councils, Council Services and Local Voluntary and Charitable Organisations</i>
Junior: <i>Under 18 Activities</i>
Exempt: <i>Education &amp; Children's Services Activities, Parent Councils</i>

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.



Council Text Phone Number 01738 442573

All Council Services can offer a telephone translation facility