

# FALKIRK COUNCIL

SCHOOL BOARD/CENTRE

## APPLICATION FOR LET OF EDUCATIONAL PREMISES

**PLEASE NOTE:-** (1) This application, with three copies on carbonised paper, should be sent to:-  
Clerk to School Board/Area Officer/Manager of the Centre not later than **FOUR WEEKS**  
before the date of the proposed let.

Please complete the form in type or write firmly in block capitals.

● (2) **ALL LETS ARE SUBJECT TO THE CONDITIONS OF LET SHOWN OVERLEAF.** ●

1. Name of School/Centre .....
  2. Name of Organisation .....
  3. Full Name, Address, Telephone No. and Qualifications of Secretary/Instructor .....  
.....
  4. Approximate number of persons who will attend per occasion .....
  5. Charge which the Organisation will make to its members per occasion .....
  6. Certificate that the Organisation is associated with the Sports Development Scheme (if applicable). ....
- Signature of Sports Development Officer .....

Purpose for which let is required	Accommodation and Equipment Required	Day and Date(s) of let	Time		For Official Use (Charge if any)	
			From	To		
			Please do not enter earlier or leave later than the above times			
Please indicate if you require the use of the kitchen and/or dining room					YES	NO

On behalf of the above Organisation I hereby apply for the let of the specified accommodation at the times and on the terms specified and I bind myself and the Organisation to comply at all times with the Conditions of Let shown overleaf. It is understood that the let may be terminated forthwith if there is any breach of any of these conditions or if any of the above information is inaccurate.

Date ..... Signature .....

Authorised Officebearer

## DECISION

For Official Use

The above application is granted (subject to the following additional conditions); refused.

Clerk to/Area Officer for

School Board/Manager of Centre

Date .....

## CONDITIONS OF LET

1. The lessees will be responsible during the course of the let for the proper conduct of the let and shall be liable for and shall indemnify the Council in respect of (a) any damage caused to the premises let and/or to the furnishings, fittings, equipment, and others belonging to Falkirk Council contained in, or in part of, the premises let or any part of the education establishment or Centre within which the premises let are situated arising from or during the course of the let, and the cost of repairing such damage; and (b) any damage to the property of any person or personal injury or death caused to any person arising from, or during the course of the let.
2. Any damage to the premises, fittings or equipment therein found prior to the commencement of the let must be reported to the janitor or caretaker on duty before the commencement of the let.
3. The Council will not be liable for any damage or loss of property brought to or left in the premises or for any personal injury or death caused to any person arising from, or during the course of the let.
4. The lessees will use the premises solely for the purpose(s) stated in the letter authorising the let and will ensure that the premises are left in a clean, neat and tidy condition. If, as a consequence of the use of the premises any unusual or abnormal amount of cleaning is required, this will be carried out by employees of the Council and the lessees will meet the cost thereof.
5. The lessees will nominate a person who will be deemed to be the "responsible person" in respect of any let. The lessees shall be obliged to advise the Council of any change in the responsible person, as may occur from time to time throughout the currency of the let.
6. When a let of premises is authorised which includes the use of the swimming pool or specialist physical education apparatus the lessees will be responsible for any activities carried out in the premises and will ensure that there is in attendance throughout the duration of the let a person with appropriate experience and qualifications as set out in the guidelines for the use of physical education complexes. If the lessees wish to use equipment which is the property of the Council they must ask for this in the application of let and may not use any of such equipment unless specifically permitted by the letter authorising the let.
7. The lessees are responsible for ensuring compliance with any emergency regulations or special or other regulations in force for the time being. The lessees will familiarise themselves with the Council's fire regulations relating to the premises in order that they will be able to take the appropriate action in the event of fire alarm occurring during the course of the let.
8. Where the lessees are authorised by the Council to permit the dispensing of alcohol in the course of any let, (which permission will normally only be granted in respect of use for social purposes), the lessees shall be obliged:
  - (i) to ensure that alcohol is dispensed in one room or separate part only of the premises let;
  - (ii) to obtain such current permission or License as is required by the Licensing Authority (which is the appropriate Council) at the time of the let, in terms of the Licensing (Scotland) Act 1976. The lessees shall be required to ensure that no breach of all or any part of such permission or License occurs in the course of the let.
9. If required by the Council, the lessees shall wear footwear which is considered by the Council to be appropriate within the premises let.
10. Authorised officials of the Council shall be entitled, in the course of their duties, to have free access at all times to the premises let.
11. There is reserved to the Council at any time and without reason given the right to cancel any let in respect of any occasion or to terminate the let. The Council shall refund any charges paid in advance for any let cancelled after due notice, or else terminated by the Council, unless the cost of any damage to the premises let and/or any equipment belonging to the Council remains unpaid, when such sums held by the Council, or part, may be applied towards the cost of such damage.
12. The Council shall not be obliged to refund any letting charge paid in respect of any premises let, unless the lessees have given notice in writing at least 72 hours prior to the commencement of the let of their intentions to cancel the let.
13. Where premises are let free of charge by the Council in terms of this Scheme, and the lessees make any charge (whether by direct admission charge or other means on members of the public entering the premises let), the lessees shall display prominently within the premises and print on any ticket, programme or other permits to admit, the fact that Falkirk Council have granted use of the premises let free of charge. In the event of contravention of this condition, the Council shall not be obliged to let any other premises to the lessees in question free of charge.
14. The lessees shall be obliged to obtain any Public Entertainment Licence or other permission from the Licensing Authority under the Civic Government (Scotland) Act 1982, as may be required, as a result of the use proposed for the premises let.
15. Smoking is prohibited except in designated smoking areas, or if those are not available, then in other areas with PRIOR permission of the Headteacher, the Head of the Establishment or responsible officer.
16. Any breach of the aforementioned conditions may result in the let being terminated.
17. Value Added Tax shall be added to any letting charge due by the lessees, where so required by regulations made by H.M. Customs and Excise.
18. For the avoidance of doubt the following definitions shall apply to these conditions:-

'The Council' means Falkirk Council.

'The Organisation' means the Organisation granted the let.

'Let' means either

(a)	where a charge is made for the use of the premises, a lease in respect of each occasion on which the premises may be used.
(b)	where no charge is made for the use of the premises, a permission to use the premises at the pleasure of the Council.

'Lessees' means

(a)	the Organisation, and
(b)	the authorised office bearer who applied for the let, and
(c)	the responsible person

all bound jointly and severally. This means that the authorised office bearer and the responsible person are personally bound to ensure compliance with these conditions and may be held liable for any claim arising from the let.

'The premises' means that the premises let except where the context requires that it means the educational premises in which the premises let are situated.