

Terms and Conditions of Facilities Bookings 2024– 2025



Section 1 – Conditions of Let

1.1	A booking form must be completed for all lets and received by the Facilities Booking Team a minimum of 10 working days before a let is required. It will not be possible to accept any bookings for use of school premises/facilities over Good Friday and Easter Monday, May Day, Christmas, and New Year.
1.2	Applicants will be refused a let where: <ul style="list-style-type: none"> • The applicant is under 18 years of age. • Any accounts for payment by the Applicant remain outstanding. • The applicant does not otherwise meet the conditions of use. • Appropriate measures of Child Protection have not been taken (refer to Section 5). • There have been specific and proven breaches of the letting arrangements in the past. • The purpose of the let is illegal. • The let is for an activity that the Council do not promote (if in doubt please check with The Lets Booking team).
1.3	Submitting a form does not constitute acceptance of the let as the applicant will be advised (by e-mail as standard) if the booking can be accommodated.
1.4	Approved lets are not transferrable and are only valid for the named Applicant/Group/Organisation for accommodation, dates, times, and purposes stated on the booking form. Sub-lets are not permitted
1.5	All preparation and tidying up must take place within the booked times and only areas of the facility noted on the booking form can be used. Applicants who exceed the booked time or use un-booked areas will be subject to additional charges.
1.6	Any damage to the premises, furniture, or equipment found prior to the start or during the let must be reported to the Facilities Management staff/Facilities Booking Team immediately.
1.7	The Applicant is responsible for the good conduct of all present during the let and the preservation of good order in and around the school. Noise should be kept within reasonable limits, and users must comply with the instructions of Highland Council Staff in this respect.

Section 2 – Highland Council Health & Safety Measures

2.1	Indoor and outdoor lets are currently available, although additional Highland Council measures may be in place. Access to all School Lets facilities will remain under constant review and are subject to change.
2.2	Early entry to facilities will not be permitted, please ensure all participants arrive on time for your booking as late arrival may result in entry being denied. Participants must leave the facility as soon as your let booking is finished following any designated routes that may be in operation.
2.3	Parents arriving to drop off/pick up children are not permitted inside the facility being used. The only exception to this is where a facility user is considered by the parent/carer and the coach to be vulnerable or has additional needs.
2.4	Let Applicants/Groups/Organisations will have full responsibility for recording name and contact details of all participants.

Section 3 – Payments and Cancellation

3.1	All lets are subject to the charges approved by the Highland Council (prices are all subject to review on 1 st April each year) and a copy of the current Table of Charges can be found on our Website.
3.2	The Applicant must provide prior notice of cancellation a minimum of 5 full working days (i.e. Monday to Friday) before the time that a let is due to take place, otherwise the let will be charged in full . Please send notice of cancellation in writing to letsbookings@highland.gov.uk
3.3	£15.00 Admin Charge will be applied: <ul style="list-style-type: none"> • Per request to a let permit (once issued) for change of date, times applied for and /or change of location. • Per request to an invoice (once issued) for change of address if different to details on let application form or an amendment form is not submitted in advance of invoice issue.

3.4	Any additional costs incurred in cleaning or restoring premises to original condition or bookings that exceed their time will be subsequently charged to the Applicant. The hourly rate charged for additional staffing costs is Monday to Friday - £24.75, Saturday, Sunday & after 2200 weekdays - £37.15. (Minimum charge is 1 hr). Highland Council also reserves the right to apply a charge, as per Table of Charges for accommodation.
3.5	All lets will terminate by 10pm, Monday to Friday and by 4 p.m. on a Saturday & Sunday except where a specific extension has been given. Where appropriate, a surcharge will be levied
3.6	Highland Council applies VAT rules determined by HM Revenue and Customs. VAT is chargeable at the current rate on Sporting Lets as per the conditions set out in VAT notice 742 Land and Property at https://www.gov.uk/government/publications/vat-notice-742-land-and-property . Please ensure that if applicable you have completed the VAT Exemption form attached to the booking form.
3.7	Failure to make payment within 30 days of date of invoice will void any future booking forms.
3.8	The Council reserves the right to allow or refuse a booking or terminate or cancel a let at any time without a reason being given. The Council will refund any charges paid and not due by reason of such cancellation or termination.

Section 4 – Data Protection

The information gathered on the application form is used to process your booking. Your personal information is held on a letting database and the following third parties will have access to your contact details only to enable them to operate their janitorial service in facilities which they are responsible for - Mitie and Mears (Facilities Management Service).

The condition for processing is contract (Article 6(1) (b) of the General Data Protection Regulation). If you don't provide the information, we will not be able to process your booking or let the facility to you.

The information is kept for a period of 5 years plus the current year for chargeable lets and for 1 year for free lets.

You have the right to view, change, delete or restrict the processing of your personal data. To find out more about your rights, contact the Council's data protection officer (see below).

Your personal information is not subject to automated decision making or profiling.

Contact the Council's Data Protection Officer

Data Protection Officer, Highland Council Headquarters, Glenurquhart Road, Inverness, IV3 5NX
01463 702029 dpo@highland.gov.uk

Supervisory authority

If you are unhappy with the way we have processed your personal information you can contact the Information Commissioner:

Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF
Tel: 0303 123 1113 <https://ico.org.uk/global/contact-us/>

Section 5 – Applicant Responsibilities

5.1	Where children, "protected adults" or adults who may be "a risk" are involved in activities during the period of a let – whether as committee members, staff, volunteers or participants – the Applicant must have read and ensured that they comply with the document "Child & Adult Protection Guidance for Community Groups in Highland". Please refer to the Child Protection Guidance for Community Groups as this guidance also applies to self-employed individuals providing for these groups.
5.2	The Applicant is responsible for ensuring that a person/people with appropriate experience and qualifications for the safe delivery of the activities they are providing supervises and is in attendance during the duration of let. There also should be a person in attendance at the beginning and the end of the let to ensure that a correct hand over is conducted.
5.3	The Applicant shall indemnify the Council against all costs, expenses, liabilities, injury, loss or damage arising due to any act or omission of the Applicant, 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.
5.4	The Applicant must have in force a policy of public liability insurance to cover such indemnity; such insurance cover shall be for the minimum sum of £5 million in respect of any one incident. The Applicant must exhibit to the Council if requested, a certified copy of a valid insurance policy.

5.5	The Applicant is responsible for ensuring that all appropriate licences and permits are in place prior to the start of a let. From 27 January 2021 a public entertainment licence is required for the public performance of any play. Further information relating to this can be found here .
5.6	The Applicant is responsible for ensuring compliance with any emergency regulation or special or any other regulation in force. Hirers must familiarise themselves with the Emergency Evacuation Procedures for the premises bring these to the attention of their members/participants. All exits from the premises must be always kept clear of obstruction. Emergency exits should only be used in case of emergency and not for routine access/egress.
5.7	Applicant must not display or affix materials such as posters, flyers, signboards, either within or out with the school unless with the prior written agreement of the Head Teacher. The Council reserves the right to levy an additional charge to make good any damage to Council property resulting from unauthorised use of such materials.
5.8	The Applicant is responsible for ensuring that all individuals wear suitable or appropriate footwear.
5.9	Although every care is taken in the preparation of pitches to ensure that the surface is free from glass and other debris, Applicants are strongly recommended to inspect pitches before play. Broken glass and other debris often appear on pitches for reasons that are beyond the control of the Facilities Service who will not be held responsible for any injury however caused.

Section 6 – General Rules

6.1	The Council operates a strict 'No Smoking' policy including use of e-cigarettes and vapes in all Council grounds and premises.
6.2	The consumption of alcoholic drinks in Council premises is strictly forbidden except for approved cheese and wine (or similar) organised by Parent Councils, Parent Teacher or Teaching Staff Associations. No tickets may be sold for these events, or other consideration given, otherwise the event must be licensed under the Licensing (Scotland) Act 2005.
6.3	The storage of any items in the venue either before or after a booking is not permitted unless with the prior agreement of the Head of Establishment. The Council reserves the right to make charges for storage.
6.4	If the Applicant wishes to use equipment which is the property of the Council, this must be requested on the application form. An additional charge may be made for use of equipment. Organisations will only be allowed access to specialist equipment if there is a qualified person present to operate.
6.5	Authorised officials of the Council shall be entitled, in course of their duty, to free access to the premises during the period of the let. People using the premises must comply with all reasonable directions or instructions given to them by Council staff in the course of their duties.
6.6	For music and drama groups, the let does not provide for admission of an audience unless this is specified in the application.
6.7	Fires and/or barbecues are not permitted except where permission is specifically granted and only in the area specified.
6.8	The use of candles and indoor sparklers are not permitted in any Council premise.
6.9	The use of smoke machines are not permitted.
6.10	The use of inflatable play structures e.g. bouncy castle is only permitted if checklist and risk assessments have been completed and submitted with let application form. Events provided with authorisation for inflatable play structures will have this clearly indicated on let permit issued.
6.11	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.