

Appendix 2

Hiring a Space Terms and Conditions

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The Terms and Conditions

The Terms and Conditions regulate hiring a space in Aberdeen City Council venues, and complements the Corporate Booking Policy. By submitting a booking for hiring a space the Customer (Internal or External) will be deemed to have accepted the Terms and Conditions.

1. Definitions

1.1 In the Terms and Conditions (including the foregoing preamble) the following expressions have the following meanings:

ACC : Aberdeen City Council

Building Manager : The Manager (or Head Teacher or Centre Operations Officer) with responsibility for the operation of the building, or their nominated representatives

Community Programme : A programme of activities which is planned to be delivered by or on behalf of a community learning centre, for the direct benefit of the local community and to meet agreed community priorities

External Customer : Any member of the public who submits a booking for a hiring a space which is to be used for any activity not connected to the direct delivery of ACC services

Event Leader – The person who is leading, coordinating or is in charge of any event or activity for which a hire has been booked, and who is present whilst the hire is taking place.

Group Leader : The person who is leading, coordinating or is in charge of any activity for which a hire has been booked, and who is present for the hire of the space.

Group Participant : Any person attending and/or taking part in an activity

Internal Booking Window: The period of time in which hires within educational establishments for the following academic year can be submitted only by out of school care providers and school and community learning centre staff.

Internal Customer : Any member of ACC staff who submits a booking for a hire on behalf of an ACC establishment, team or service, and where the hire is to be used for the direct delivery of ACC services

Hire : The short term use of a defined space within an ACC building, either within the building or within the external grounds of the establishment

Premises: The building or external grounds in which a hire is to take place

Equipment : Any item of equipment included within a space which has been clearly designated as available for use by group participants whilst a hire is taking place

Space : A room, sports pitch, or other designated area within a premises which has been made available for hires.

PAT (Portable Appliance Testing) : Routine testing of electrical equipment for safety

Priority Booker: An external customer who requires to hire a space to run regular activities which are deemed to have significant community benefit, and who has been given access to make online bookings during the Priority Booking window.

Priority Booking Window: The period of time in which bookings for the following academic year can be submitted only by Priority Bookers, out of school care providers and school and community learning centre staff

School Programme : A programme of activities which is planned to be delivered by or on behalf of a school, for the direct educational benefit of pupils within the school

2. Let Bookings and Payment

- 2.1 Customers wishing to apply for a hire will be required to register for a user account on the online booking system, accessible via the ACC website, prior to making any bookings.
- 2.2 Guidance on how to use the system will be available to all customers. Digital support is available for customers who do not have access to the internet or are less experienced with online systems so that they are supported with their bookings. This is available at our customer service centre, customer access points, local libraries and via our museum and galleries staff.
- 2.2 All applications for hires should be submitted via the online booking system. Bookings must be submitted at least 28 days in advance, however applications submitted less than 28 days in advance may also be considered subject to availability, but this cannot be guaranteed.
- 2.3 Where a charge is to be made for a booking, full payment will be required immediately after the booking request and any relevant evidence has been checked, and before the hire takes place. Confirmation of the booking will be sent to the customer following receipt of payment.
- 2.4 Customers who make a block booking for a regular hire which takes place over several sessions, for example each week or each month, may be given the option to pay in instalments, with payment covering an individual session requiring to be paid at least 7 days in advance of the session taking place. All individual sessions within a block booking will be considered to be provisional until payment for those sessions has been received. A booking for an individual session will be cancelled if payment for that session has not been received at least 7 days in advance.
- 2.5 Depending on the type of booking being made, customers may be required to provide additional documentation or evidence of eligibility to support their application. In these cases the booking will be held as provisional, pending checks being carried out. Following successful completion of the checks and payment received (if applicable), confirmation of the booking will be sent to the customer.
- 2.6 Where no charge is required for a hire and no additional documentation or evidence is required, bookings will be confirmed immediately at the time of booking, subject to venue availability.
- 2.7 Where payment has not been made for provisional bookings at least 7 days prior to the let being due to take place, the provisional booking will be cancelled and the customer will be notified.

3. Charges and Discounts

- 3.1 Hires are normally charged per hour with some venues charging a minimum period of 2 hours, and are shown on the separate Scale of Charges document, available via the online booking system.
- 3.2 Charges are based on the size and type of space to be hired. Where there is any dispute as to the rate to be applied to a specific let activity, the final decision will rest with ACC's Chief Officer (Corporate Landlord).
- 3.3 The appropriate charging category will be applied based on information supplied by the customer at the time of booking. Staff on site at the time of the hire will check that the activity meets the criteria for the charging category which has been applied. Where there is evidence that the criteria have not been met and a higher rate charging category is considered to be more appropriate, the customer will be informed of this and charged the additional amount required for the hire, which must be paid by the customer before any further hires can take place.
- 3.4 Concession discounts may be available, for customers running activities for groups of children under 16, students, adults over 60, disability groups, or Access to Leisure members. All group participants (excluding any group leaders) must qualify for one of these concessions in order for the discount to apply, and customers are required to confirm eligibility at the time of booking. Staff on site at the time of the hire will check that the concession rate has been applied appropriately, and where there is evidence that any group participants do not qualify for a concession discount, the outstanding balance of the full charge for the hire will require to be paid by the customer, before any further hires can take place.
- 3.5 Sports clubs which are members of ClubSport Aberdeen are eligible for discounts on the hire of spaces within schools and community learning centres. To determine the level of discount to be applied, clubs will be required to provide evidence of their membership level when submitting a hire application, by uploading relevant documents within the online booking system.
- 3.6 Charges for hires in schools and community learning centres will be waived only for the following groups and activities. Where there is any dispute as to whether a particular activity meets the criteria listed below, the final decision will rest with ACC's Chief Officer (Corporate Landlord):
- School programmes
 - Community programmes
 - Care Inspectorate registered Out of School Care service providers
 - Language schools which operate not-for-profit and provide extra-curricular activities for children living in Aberdeen City which focus on learning about and through a specific foreign language and culture
 - School or parent council fundraising events where funds raised will directly benefit pupils at the school
 - Clinics and surgeries for Aberdeen City Councillors, MPs and MSPs
 - Parliamentary candidate public meetings during pre-election periods for parliamentary elections (as per Section 95 of the Representation of the People Act 1983)
 - Business meetings for Representative Community Groups (Community Councils, properly constituted Community Residents and Tenants Associations, Neighbourhood Network Groups, and Parent Councils)
 - Blood Transfusion Service
- 3.7 Charges for hire in Aberdeen Art Gallery and Museums will be waived only for the following groups and activities. Where there is any dispute as to whether a particular activity meets the criteria listed below, the final decision will rest with ACC's Chief Officer (Corporate Landlord):
- Friends of Aberdeen Art Gallery and Museums
 - Aberdeen Art Gallery and Museums Trust, Sponsors, Donors and Founder Patrons (limited use)
 - University of Aberdeen for the delivery of lectures on Art or similar educational purposes where these events are held within Cowdray Hall as outlined in the Cowdray Hall and Art Museum Deed of Trust.

3.8 For special bookings or major events, a special charging rate may be applied to the booking, subject to approval by ACC's Chief Officer (Finance).

4. Priority Bookings – Educational Establishments and Community Learning Centres only

4.1 For block bookings of hires in schools and community learning centres at the start of each year, priority is given to bookings for Out of School Care (OSC) providers, School Programmes and Community Programmes.

4.2 In addition, external customers who require a hire to run regular activities which are deemed to have significant community benefit, may apply for a Priority Booker user account on the online booking system. Where there is any dispute as to whether a customer is eligible for a Priority Booker account, the final decision will rest with ACC's Chief Officer (Corporate Landlord).

4.3 OSC providers and school and community learning centre staff are given exclusive advance access to the online system for a limited time period each summer term (**the Internal Booking Window**), to allow them to book spaces for out of school care, school programmes and community programmes planned for the following school year.

4.4 After this, spaces and booking slots not required by the OSC providers, schools and centres are made available for Priority Bookers only, for a limited time period (**the Priority Booking Window**) to allow them to select their requirements for the following year.

4.5 Regular customers who make block bookings for hires every year will also be given the opportunity to renew their bookings, during the Priority Booking Window, to allow them to request continued use of the same venues and timeslots for the following year. However, the ability to book the same space and timeslot from one year to the next cannot be guaranteed.

4.6 After the Priority Booking Window has closed, all internal and external customers will have access to the online booking system throughout the year, to make bookings within that year as required on a first come, first served basis for the majority of venues.

5. Booking Times

5.1 Charges for hires apply to any setting up and clearing away time required by group leaders and / or group participants, as well as for the activity itself. When determining the start and end time for their booking, customers must therefore allow time for any required setting up and clearing away, before and after their activity.

5.2 Group participants and group leaders must not enter the hire premises before the start time shown on the let booking confirmation, and all group participants and group leaders must leave the hire premises by the end time shown on the let booking confirmation.

5.3 Customers will be required to pay an additional hire charge for time spent within the hire premises out with the agreed times of the hire shown on the booking confirmation, and payment for this will be required prior to any further hires taking place.

6. Cancellation of Bookings

6.1 Should customers wish to cancel a hire application after it has been submitted, this must be done via the online booking system.

6.2 Where a customer cancellation for a booking within educational establishments and community learning centres is submitted at least 7 days before the hire is due to take place, and where payments for the booking have already been made, the customer will be refunded the full amount paid.

- 6.3 Where customer cancellations for educational establishments and community learning centres are submitted less than 7 days before the hire is due to take place, no refunds will be provided.
- 6.4 For Partner and Sponsor events at Aberdeen Art Gallery and museums, where a cancellation is submitted less than 8 weeks before the hire is due to take place, 50% of the normal full price hire fee will be charged.
- 6.5 For all other Aberdeen Art Gallery and museums cancellations the following rates will be applied:
- Cancellations between 12 and 4 weeks before the event date: 50% of the total hire fee will be charged
 - Cancellations within 4 weeks of the event date: 100% of the total hire fee will be charged
- 6.6 For operational reasons ACC reserves the right to cancel any provisional or confirmed bookings, or to make changes to bookings without notice, where required. Where bookings are cancelled by ACC and where payments for these bookings have already been made, customers will be refunded the full amount paid, regardless of when the cancellation is made.

7. Venue Availability

- 7.1 Details of designated spaces for hire within specific venues across the city are clearly shown on the online booking system. No other spaces or venues will be available for bookings.
- 7.2 ACC reserves the right to make changes to the list of available venues and spaces for hire at any time, in order to respond to operational requirements, customer demand and available resources.
- 7.3 Aberdeen Art Gallery & Museums reserves the right to change the appearance of museum premises, e.g. for temporary exhibitions. Aberdeen Art Gallery & Museums cannot guarantee that the premises will be free from additional structures at all times. Aberdeen Art Gallery & Museums will endeavour to provide the hirer with advance warning of any changes to the premises.

8. Use of School Swimming Pools, Gyms and Assembly Halls

- 8.1 Swimming pools within school buildings which have been designated as spaces for hire will only be available for booking by established groups, which can provide evidence to show that group leaders hold appropriate lifeguarding or swimming instructor qualifications.
- 8.2 The use of gyms and assembly halls in schools and community learning centres will be granted subject to the following conditions:
- For sporting/exercise activities, non-marking sports footwear must be worn.
 - For dancing, light shoes only must be worn and no dance floor powder or any other substance may be applied to the floor.
 - Group leaders must ensure that suitable footwear is worn at all times by all group participants.
 - Only water from non-spill containers may be consumed in these areas.

9. Use of Equipment and Furniture

- 9.1 All electrical equipment brought onto and used within the hire premises by group leaders or group participants must have been PAT tested within the last 12 months, by a competent and certified PAT Testing professional, and must display a safety label showing the date of the last successful PAT test.
- 9.2 All equipment must be suitable for the environment within which it is to be used. No electrical equipment is permitted on poolside unless it is specifically designed for use in wet areas and is suitably protected against water ingress.

- 9.3 Standard furniture within hired spaces (chairs and tables) is considered to be included within the hire and can be used by customers, unless otherwise advised.
- 9.4 Sporting equipment within hired spaces which can be used by customers, such as goals, nets etc is clearly listed on the online booking system, and within the booking confirmation provided to the customer.
- 9.5 Equipment stored within hired spaces but which is not listed within the booking confirmation must not be used at any time during the hire.
- 9.6 Use of all furniture and equipment is authorised on the basis that it will be used for the purpose for which it was intended, and that it will be treated with care. Customers will be charged for the replacement or repair of any equipment, fixtures, fittings or building fabric which becomes damaged during the hire due to misuse.
- 9.7 The Council reserves the right to withdraw permission to use any equipment or furniture or to cancel let bookings should reports be received that due care is not being exercised by the group concerned. Any items found to be damaged prior to the start of a let, or items which are damaged during the let, should be immediately reported to the staff member on site. Aberdeen Art Gallery & Museums exhibitions and displays must be treated with the utmost care and respect. No display or exhibition can be removed or altered, and no work of art or museum object may be touched. Generally exhibits will not be moved, unless in exceptional circumstances and agreed in advance. Under no circumstances should large heavy objects or works of art be moved. All equipment must be kept a distance of one metre from the walls of the premises and exhibits. Equipment must not be attached to or touch the fabric of the premises, unless agreed at the pre-hire site visit.
- 9.8 Helium balloons are not permitted within museums and galleries.

10. Health and Safety

- 10.1 Lead bookers and group leaders are responsible for the activities undertaken, with regards to health and safety upon the premises. This includes the provision of adequate supervision and the relaying and implementation of emergency procedures to and by their group whilst on the premises. It is the responsibility of group leaders to ensure that the ratio of participants to group leaders in an activity is sufficient and meets any applicable guidelines covering that activity.
- 10.2 Group participants must be met at the establishment entrance by the group leader/ lead booker and accompanied to the relevant hired space / area. The group leader / lead booker is responsible for ensuring that group participants access only those areas included within the hire.
- 10.3 Staff on site are responsible for health and safety whilst a hire is taking place. Detailed information and guidance on local health and safety arrangements will be available from a member of staff on site, and/or via relevant notices and signage posted within the premises.
- 10.4 Prior to the first hire taking place, health and safety information relating to the building will be provided to the applicant and/or group leaders, or in person on the day of the first hire prior to group participants arriving. This procedure will be followed for each new or renewed hire. If the group leader changes, then the information provided previously should be passed to the new leader, or this can be requested again from ACC.
- 10.5 Hires involving the use of bouncy castles or other inflatable equipment will only be permitted where all inflatable equipment is Pertexa Inflatable Play Accreditation (PIPA) registered, and operated by a competent person. Further advice and guidance for organisers of events involving the use of bouncy castles or other inflatables can be found here: <https://www.aberdeencity.gov.uk/eventguide>

- 10.6 Hires involving the use of barbecues or other outdoor cooking equipment will only be permitted where a suitable risk assessment has been carried out, and where appropriate measures have been identified to reduce any risk of injury to group leaders or group participants. Completed risk assessments must be submitted for review, prior to the booking being confirmed. The use of candles and any forms of naked flames, smoke machines and deep fat fryers are prohibited.
- 10.7 For all events involving the sale of alcohol, group leaders/lead bookers must arrange (at their expense) for appropriate professional and licensed security personnel to be present on the premises throughout the event, to undertake front of house duties and ensure the safety of participants and of the building.
- 10.8 ACC operates a smoke free grounds policy. No smoking (including the use of e-cigarettes) is permitted anywhere within the building or grounds of any ACC property.
- 10.9 No animals other than assistance dogs are allowed in the buildings.

11. Publicity, Press and Photography at Aberdeen Art Gallery and Museums

- 11.1 Copies of the invitation should be sent to Aberdeen Art Gallery & Museums for reference prior to the event. Under no circumstances may the event be advertised to the general public in national or local circulation papers of magazines, or in posters or handbills, without the prior approval of Aberdeen Art Gallery & Museums. Fly posting for events is not permitted.
- 11.2 Hirers must ensure that any invitations or publicity material produced for the event uses the correct postal address and access information for the venue concerned. Aberdeen Art Gallery & Museums reserve the right to reassess and potentially cancel bookings if criteria around the initial booking change.
- 11.3 Photography, filming or recording of any kind is not usually permitted. However, exceptional agreement may be sought and granted in advance of the event. If members of the press or photographers are to be in attendance at the event, Aberdeen Art Gallery & Museums must be notified in advance. The purpose and intended use of the images must be agreed by Aberdeen Art Gallery & Museums in advance of publication or broadcast. Aberdeen Art Gallery & Museums reserves the right to use any photographs taken on the premises or the grounds of the building for its own promotional purposes.
- 11.4 The hirer shall ensure that any photographer used by the hirer provides access to, and copies of, and the right for Aberdeen Art Gallery & Museums to use, any photographs taken at the premises or its grounds. Aberdeen Art Gallery & Museums will request the consent from the hirer before it publishes any photographs in the public domain.