Arts & Culture | Conditions of Let – Harbour Arts Centre

**General**

1. North Ayrshire Council is committed to Child & Adult Protection and observes the right to refuse lets on ground that group / lessee does not comply with the Council’s policy on this matter, which requires a child and adult protection policy to be in place and staff volunteers to be vetted through Disclosure Scotland or recently registered with the PVG scheme. Further information from CRBS helpline 01786 849777.

2. Smoking is prohibited in all Council and premises or facilities provided for community use by members of the public. “No smoking” signs will be displayed in all such premises to inform all persons that they must comply with the new smoking law. It will be the responsibility of the person who signed the let to ensure compliance with the legislation.

3. It shall be a material condition of all lets that the Lessee shall not allow participation in or promotion of racial or sectarian activities in the premises or grounds of the leased subjects or any other property owned or controlled by North Ayrshire Council

4. Charges and conditions of let may be subject to variation by the decision of North Ayrshire Council. Price increases are likely to be introduced on 1 April each year, they will apply to any previously booked/granted lets which have not yet been completed. In the case of serial lets, the new charges will apply to any part of the let not undertaken at the time of the introduction of the new charges.

5. If the lessee fails to attend on the stated day and times specified on the application form, the let will be charged at the full rate. Such failure may also result in review of further lets for that organisation/group.

6. An organisation having the use the centre will be required to meet the cost of additional cleaning which is required or making good any damage to or loss of property and/or equipment which occurs during their occupation of the premises, or results, directly or indirectly, from their use of the premises or equipment.

7. North Ayrshire Council is committed to providing customers and clients with an effective and efficient service in a polite and respectful manner. However, our staff have the right to be treated with respect in return. Aggressive or violent behaviour, in any form, including the use of foul or abusive language towards Council staff will not be tolerated. Accordingly, anyone acting in an inappropriate manner will be asked to leave the premises and if necessary, the Police will be involved. The Council will support staff in any legal action resulting from such behaviour.

8. Organisations making use of the premises must accept full responsibility for any accidents, injury, or damage to any person as a result of the activity carried out by them or which may occur as a result of their use of the premises. All such organisations must have sufficient insurance cover in place to meet this responsibility and shall produce the relevant insurance certificate to the Council on request.

9. North Ayrshire Council cannot accept responsibility for any loss of possessions, loss or damage to equipment or materials or for personal injury unless negligence by the Council can be established. Let holders are responsible for ensuring that personal possessions are adequately safeguarded.

10. Lets are not transferable and must be used for the purpose stated in the application form.

11. The person applying for the let is responsible for ensuring that the conditions of let are observed. The person supervising the let must be specified on the application form and must report to a member of staff at the beginning of their let.

12. The lessee shall indemnify North Ayrshire Council against any claim arising out of breach or any infringement of the Copyright Act 1988 or the Performing Rights Society Agreement arising out of or connected with their let of the premises.

13. No nails, screws, tape or Blu Tack shall be used to make fixings in structure, furniture or fittings unless permission is given.

14. All property/equipment/unused supplies/unsold goods etc must be removed from premises immediately after an event.

15. Smoke, bubble and foam machines are not permitted to be used within the centre without special permission.

16. You must ensure that set up and clear away time is included in the time they book their let. Access will only be given from the time booked. If your activity starts at 7pm consider what time will be needed to set up. If you do not book sufficient time for set up and clear away, you may be charged for the extra time.

**Health and Safety**

1. In the event of an accident within the centre the let holder supervisors must report the accident immediately to centre staff.
2. Members of each group must be aware of the method of exit from the building and the position of the Assembly Area after leaving the building.
3. Groups are advised that staff will conduct a Fire Drill from time to time and must co-operate therewith.
4. The let holder is responsible for ensuring that a safe and healthy environment is provided.
5. Arts & Culture reserve the right to refuse use / set-up of apparatus, or equipment on the grounds of Health & Safety.
6. Where groups or individuals choose not to turn up for lets due to adverse weather then charges will still apply unless North Ayrshire Council has taken the decision to close the building on Health & Safety grounds.
7. The use of Candles is prohibited in all Council premises.
8. Groups/Organisations will take responsibility for conducting their own Risk Assessments. For advice or guidance on this please contact [harbourarts@north-ayrshire.gov.uk](mailto:harbourarts@north-ayrshire.gov.uk)

**Billing – Invoicing**

Invoices will be issued at the latest monthly in arrears and any group/organisation/individual who fails to make payment within 30 days of the date of issue will not be granted further use of Council facilities until the account is cleared.