

Terms & Conditions of Licence to Occupy – North Ayrshire Council Arts and Cultural

Section 1 (General)

1. For the duration of the hire period, the customer (hereinafter referred to as the “licensee”) shall have the right to enter and use the premises or grounds (hereinafter the “Venue”) under a licence to occupy only and no relationship of landlord and tenant is created between the Council and the licensee. The Council retains control, possession and management of the Venue and the licensee has no right to exclude the Council from the Venue. The Council reserves the right to enter the Venue at all times during the hire period.
2. If a Venue is hired for a purpose that involves working regularly with young people under the age of 18 then the licensee must have a Child Protection Policy in place. If a Venue is hired for a purpose that involves working regularly with vulnerable adults, then the licensee must have an Adult Protection Policy in place. Copies of these policies must be provided to North Ayrshire Council upon request. The licensee is responsible for ensuring that all staff, volunteers and sub-contractors working with children and/or vulnerable adults adhere to national guidance and have been vetted through Disclosure Scotland and/or recently registered with the PVG Scheme as required to ensure compliance with the Disclosure (Scotland) Act 2020 and the Protection of Vulnerable Groups (Scotland) Act 2007. Further national guidance on child protection can be obtained from the North Ayrshire Child Protection Committee's website, which provides information for professionals working within North Ayrshire, including guidance for practitioners and staff on [child protection](#) and safeguarding.
3. Smoking and Vaping are prohibited in and around all North Ayrshire Council premises. “No smoking” signs will be displayed in all such premises, and it will be the responsibility of the person who signed the licence to occupy application to ensure compliance.
4. It shall be a material condition of every licence to occupy that the licensee shall not engage in or permit activity in the Venue that in the reasonable opinion of North Ayrshire Council that
 - contravenes the Equality Act 2010 or would so contravene the Equality Act 2010 if the activity was carried out by the Council,
 - infringes or is liable to infringe the Convention rights of others,
 - provides a platform for extremists or disseminates extremist views.

North Ayrshire Council have responsibilities to ensure that Venues are not used for events that promote hate, intolerance, or pose a risk to public order, in line with government legislation such as the Counter Terrorism and Security Act, Crime and Disorder Act, Human Rights Act, and Equality Act. The Council in its exercise of due diligence may carry out statutory searches to monitor compliance with this term.

5. 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. Licensees are responsible for ensuring that children and vulnerable persons are adequately supervised at all times and that personal possessions are adequately safeguarded.
6. The licensee shall indemnify North Ayrshire Council against any claim arising out of or connected with their licence to occupy the Venue in respect of (1) breach of or any infringement of the Copyright, Designs and Patents Act 1988 or (2) breach of the North Ayrshire Council's Agreement with PPL PRS Ltd.

7. The licensee will indemnify the Council against all expenses, liability claims and proceedings whatsoever arising under statute or common law in respect of personal injury to or death of any person whomsoever and loss of or damage to any property whatsoever (real or personal) arising in connection with their licence to occupy, occupation and use of the venue. Nothing in this contract limits any liability which cannot legally be limited, including liability for death or personal injury caused by breach of duty by the Council.
8. Licence to occupy applications will only be accepted from persons aged 18 years or over.
9. A minimum of 14 days notice must be given when a licence to occupy is requested.
10. Cancellations must be made in writing and will only be eligible for a refund if made 10 days prior to the event. Refunds are made at the discretion of the venue booking office. Cancellations should be emailed to the venue booking office.
11. Licensees must ensure that set up and clear away time is included in the time they book the Venue for. Access will only be given from the time booked for example, if your party starts at 7pm consider what time your bar/caterer/DJ will need in to set up. If you do not book sufficient time for set up and clear away, the venue booking office reserve the right to amend/cancel your booking to take account of any other licences to occupy that are booked after or before you.
12. Charges will be in line with the Council's approved Pricing Structure which can be accessed by calling the Harbour Arts Centre. 01294 274059. Conditions of licence to occupy may be subject to variation at North Ayrshire Council's sole discretion. Price increases are likely to be introduced on 1 April each year, they will apply to any previously booked/granted licences to occupy which have not yet been completed. In the case of recurring licences to occupy, the new charges will apply to any part of the licence to occupy not undertaken at the time of the introduction of the new charges. Our charitable rate is only applicable to groups registered with the Office of the Scottish Charity Regulator (OSCR) and at the discretion of the venue booking office.
13. The available licensing periods will be set annually and may be subject to change at the Council's discretion.
14. If the licensee fails to attend on the stated days and times specified on the application form, the licence to occupy will be charged at the full rate. Such failure may also result in review of further licences to occupy for that organisation, group or customer.
15. Where a licence to occupy a Council Venue is approved for the purpose of private gain by an individual or commercial organisation, full economic rate will be charged. The Council reserves the right to request copies of groups' constitution and list of bearers.
16. The licensee must cover the expenses for extra cleaning and waste management, as well as for repairing any damage to or loss of property and/or equipment that occurs during their occupancy or as a result of their use of the Venue or equipment.
17. North Ayrshire Council is committed to providing customers and clients with an effective and efficient service in a polite and respectful manner. 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 Venue and if necessary, the Police will be contacted.
18. The person applying for the licence to occupy is responsible for ensuring that the conditions of licence to occupy are adhered to. It is important to consider this when applying for a let as the applicant will be held responsible for damage or loss suffered by North Ayrshire Council.
19. No licences to occupy will be granted for any period after 1.00am unless written permission has been received from the venue booking office.

20. No nails, screws, glue, adhesives, cello tape, sticky tape, tacks, blu tack or similar shall be used to make fixings in structure, furniture or fittings in any premises unless specific permission is given in writing. Damage charges may apply should these be used without written permission.
21. All property/equipment/belongings/unused supplies/unsold goods must be removed from the Venue immediately at the end of the licence to occupy, or later with prior approval from the venue booking office. North Ayrshire Council cannot be held responsible for the loss or damage of any property/possessions left at the Venue.
22. No signs and/or any other means of advertising shall be exhibited in the Venue without the prior written consent from the venue booking office.
23. Disabled parking bays (if any) should only be used by authorised blue badge holders. Licensees must reinforce this message to group members and ensure that they adhere to this.
24. It is expected the licence applicant is in attendance for all licences. In the exceptional circumstance where the licence applicant cannot attend they must appoint an appropriate responsible adult who will supervise the licence to occupy and ensure all licensing conditions are adhered to. The licence applicant must provide the responsible adult's contact details to the venue booking office as soon as reasonably practicable.
25. North Ayrshire Council reserve the right at their sole discretion to refuse any application for a licence to occupy a Venue.
26. North Ayrshire Council reserve the right at their sole discretion to cancel bookings without prior notice to accommodate other services fitting with the Council's essential priorities. Licensees are encouraged when booking large scale events to carry their own insurance to avoid the implications of any licence to occupy being cancelled.
27. At the Council's discretion, additional terms may apply to bookings on a case-by-case basis.

Section 2 (Health & Safety)

1. Organisations and individuals making use of the Venue 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 Venue. 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.
2. No additional fittings of stage curtains, drapes, props or decoration shall be carried out or introduced without the prior approval from the venue booking office. Before approval can be given the licensee must confirm in writing that all material has been rendered fireproof.
3. Under no circumstances should power supplies and utilities be tampered with. If additional electrical services are needed, a written request must be submitted to the venue booking office at the time of booking. When permission is granted for the use of additional electrical equipment, it may be necessary to equip the devices with Residual Current Devices (RCDs), which are safety devices designed to protect against electric shocks and fires by automatically cutting off the electricity flow. The licensee is responsible for checking electrical equipment brought to our sites for safety prior to use. Notwithstanding the foregoing, the Council reserves the right to disable and remove any equipment discovered to be defective.
4. Sound amplification must be kept to the levels stipulated by the staff member on duty or as otherwise directed by an officer from North Ayrshire Council's Environmental Health team.
5. Where the licensee is an employer subject to the Provisions of COSHH (Care of Substances Hazardous to Health 2002) Regulations, the licensee must ensure these are adhered to. Licensees will seek advice from the relevant venue booking office and shall comply with any instructions given.
6. Any use of fireworks/pyrotechnics must be properly planned, controlled, risk assessed, insured, managed by a competent company, organisation, or person and authorised by the Council. Risk assessments, appropriate insurance provision, stewarding, and adequate first aid requirements must be evidenced and to the satisfaction of the venue booking office in advance of any promotion or licence taking place. Failure to comply with this process may result in restrictions being placed on organisations'/individuals' future use and/or action taken to remedy impacts of unauthorised activities, including financial recovery. Please refer to [Risk assessment: Template and examples - HSE](#) for further guidance on risk assessments.
7. Candles are only permitted to be used on cakes for and other celebration events. Battery powered decorative candles must be used for table displays and venue dressing. Flares and sparklers are prohibited in all Council Venues.
8. In the event of an incident or accident within the Venue the licensee has a responsibility to report the incident or accident without delay to the member of staff on duty.
9. New licensees are responsible for making themselves aware of the Venue's fire evacuation procedures by approaching the member of staff on duty. They are also responsible for relaying the fire safety procedures to participants via a pre safety announcement and ensuring their participants comply with the fire evacuation process. Participants/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. Licensees are advised that the member of staff on duty will conduct a Fire Drill from time to time and they must co-operate therewith.

10. It is a requirement that the licensees of all recurring licences to occupy indoor premises, in co-operation with the staff member on duty, undertake a Fire Drill twice per annum.
11. The licensee is responsible for ensuring that a safe and healthy environment is provided for participants and shall comply with all relevant Health and Safety legislation and/or guidelines. Practical and physical education activities must be conducted in accordance with the appropriate Code of Practice for such activity. A copy of the appropriate Code of Practice must be inspected by arrangement with the staff member on duty. Where required, a current Risk Assessment must also be completed by a qualified individual for the activity being carried out and must be available for inspection by the Council. Where relevant, safe systems of work should also be completed and shared with the Council on request. Please refer to [Risk assessment: Template and examples - HSE](#) for further guidance on risk assessments.
12. The licensee will take responsibility for conducting, recording and sharing their own risk assessments with appropriate group leaders and participants. Risk assessments must be up to date and available for inspection at any time by the venue booking office. Please refer to [Risk assessment: Template and examples - HSE](#) for further guidance on risk assessments.
13. It is the policy of North Ayrshire Council that specialist activities can only be undertaken by suitably qualified persons endorsed by the appropriate national governing body e.g. British Amateur Gymnastics Association or Scottish Football Association. The venue booking office shall have sole discretion in deciding what constitutes an appropriate national governing body. North Ayrshire Council advise that whilst lesser qualifications may be deemed suitable by licensees for such activities, all licensees are advised to note Council policy and ensure that adequate third-party liability and professional indemnity insurance are in place. North Ayrshire Council takes no responsibility for the negligence, fault or failures of the licensee and participants.
14. All passageways and exits must be kept free and Emergency Exit doors/ gates kept unlocked during the period of occupancy.
15. Tickets must not be issued, nor persons admitted in excess of the capacity of the area of licence. Advice on maximum capacity levels can be obtained from the venue booking office.
16. All applicants must detail the type of apparatus, objects or equipment being set up at the point of booking. The venue booking office/staff member on duty reserves the right to refuse the use/set-up of apparatus, objects or equipment on the grounds of Health & Safety or risk of damage to property. North Ayrshire Council prohibits the use of certain equipment within its premises, such as smoke, bubble, cold spark, and foam machines, as well as any other equipment deemed unsafe. Furthermore, balloons used on the premises must be weighted down to prevent the activation of intruder alarms. The use of prohibited equipment and/or the activation of intruder alarms due to failure to comply with this clause may result in additional charges.
17. During the course of the licence to occupy the licensee has responsibility for advising the member of staff on duty of any liquid spillages, glass breakages or any other hazards that may cause harm.
18. For recurring licences, it is the licensee's responsibility to complete and provide copies of Personal Evacuation Plans (PEEPS) for each person who may require assistance evacuating the building. For further information contact the venue booking office.

19. If the licensee decides not to use the Venue due to severe weather, they will still be charged, unless North Ayrshire Council has closed the Venue for health and safety reasons.
20. The responsibility to comply with Section 89 of the Civic Government (Scotland) Act 1982, regarding platforms or stages over 600mm in height, lies with the licensee. The licensee must also ensure that any application for approval from the Building Standards team is granted. Additional information is available at the Raised Structures permit on the North Ayrshire Council website or by contacting buildingstandards@north-ayrshire.gov.uk. This is in accordance with the Civic Government (Scotland) Act 1982, which mandates approval for the use of raised structures by the relevant local authority.
21. The staff member on duty or appropriate officer of the Council, after due consideration, has the right to close the doors and refuse admission to Venues on the grounds of Health and Safety, crowd control.
22. The licensee will be responsible for ensuring all attendees comply with the Health & Safety and general conditions of licence.
23. The licensee agrees and undertakes not to bring or permit to be brought any animal onto the Venue without the prior written consent of the Council, with the exception of assistance dogs within the meaning of the Equality Act 2010.

Section 3 (Licensing)

1. If a public performance of speech, singing, live music or acting is intended, it is important that the applicants indicate this clearly on the licence to occupy application form and the licensee shall be responsible for obtaining any licence necessary. 6 weeks' notice should be given for any licence. Enquiries should be directed to licensing@north-ayrshire.gov.uk.
2. Licensees who intend to operate fairground attractions, sell goods/trade, or host raffle, gambling activities such as race nights, lottery or bingos must contact Licensing in advance of such events taking place to enquire about any necessary licences required. Licensees must state clearly on the licence to occupy application form when goods are being sold/trading is taking place. Enquiries should be directed to licensing@north-ayrshire.gov.uk.
3. A licence to occupy will not be granted for any event or activity that comprises a striptease or nude show, whether a Sexual Entertainment Venue licence is required or not.

Section 4 (Harbour Arts Centre)

1. Booking times must be strictly adhered to. Charges will be made up to the nearest half hour and for a minimum of one and a half hours and where use extends beyond the end of the licence to occupy, an additional charge at the appropriate rate will be made
2. Recurring licences must be booked annually around March for the term April-March, all groups will be advised by email to book for the following year. A delay in responding to us with renewal information, may result in your slot being allocated to another group. Renewal of recurring licences are subject to the condition that, if the Venue is needed for other priority use fitting with the Council priorities, the licence to occupy will not be granted. At least one week's notice will be given for such events, and alternative accommodation will be provided whenever possible. Please also refer to General Condition point twenty-six for information on emergency cancellations with no prior notice.
3. A licence to occupy will not be accepted more than one year in advance unless with special permission from the venue booking office.
4. A damage or disturbance deposit of up to £500 will be taken for High Risk Licences. This will be refunded after the event, only if no damage to the Venue and no callouts to Standby occur.
5. In the event that damage occurs to the Venue and either (1) no deposit was taken or (2) the deposit is insufficient to meet the costs of remedying any damage caused, then the Council reserves the right to recover additional sums due from the licensee.
6. High risk events require two fully qualified Security Industry Authority (SIA) badged Stewards to be arranged by the bar provided – failure to arrange this will result in the licence being refused. North Ayrshire Council has sole discretion in deciding whether an event is high risk.

Section 5 (Supervision of Licence)

1. Licensees hosting events with alcohol sales or consumption must provide a ratio of one volunteer steward for every fifteen guests, with a minimum of five stewards. These volunteer stewards, responsible adults, are required to be present at the event, identify themselves to the staff, provide support in case of incidents or emergencies, and share responsibility for attendee conduct such as ensuring there is no drunk and disorderly behaviour or drugs misuse within or around the Venue. Licensees must confirm the availability of suitable adult stewards during the booking process, and the venue booking office may conduct informal interviews with organisers to ensure adequate public safety and Venue security controls are in place.
2. The licensee must strictly adhere to the advice and instruction of the member of staff on duty or appropriate officer at all times.
3. Supervision by a responsible adult is required at all times for children in our community facilities to ensure their safety and wellbeing.

Section 6 (Payments/Invoices)

1. Payments for one off events must be paid four weeks in advance. You can pay over the phone by calling 01294 274059 on Wednesdays, Thursdays, Fridays or Saturdays from 9.30am to 4.30pm. Failure to pay in advance will result in your let being cancelled and may risk future bookings.

Regular bookings will be invoiced two months in arrears and must be paid within 21 days as stated on the invoice, invoices will be issued to your email address. Failure to pay invoices will result in your group being issued with a cancellation and may risk future applications.

2. The licensee who has submitted the application form is responsible for any costs related to the booking.

North Ayrshire Council has the right to immediately terminate bookings which are already underway if there is a material breach of any terms and conditions under the licence to occupy agreement. The Council shall have sole discretion to determine whether any breach is material.

North Ayrshire Council reserves the right in all cases to cancel or alter any of the conditions of licence to occupy at the Council's sole discretion. All charges are subject to alteration by North Ayrshire Council without requirements for notice to licensees.

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