



Pearce Institute Letting Policy

Terms and Conditions

(To be reviewed Nov 2018)

GENERAL

1. The Pearce Institute is committed to Child & Adult Protection and observes the right to refuse lets on ground that group / Lessee does not comply with the 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 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 the Pearce Institute.
4. Charges and conditions of let may be subject to variation by the decision of the Board of Directors of the Pearce Institute. Price increases are likely to be introduced on 1st of 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. All Lessees shall observe such restricted letting period as may be determined by the Pearce Institute from time to time, in addition to normal statutory holiday.
6. If the Lessee fails to attend on the stated day and times specified on the booking 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.
7. Where halls/rooms in the Pearce Institute are let for the purpose of private gain by an individual or commercial organisation full rate will be charged. The Pearce Institute reserve the right to request copies of groups' constitution and list of office bearers.
8. An organisation having the use of halls/rooms within the Pearce Institute 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

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occupation of the premises, or results, directly or indirectly, from their use of the premises or equipment.

9. 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 on 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 Pearce Institute on request.

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

11. Let's are not transferable and must be used for the purpose stated in the booking application form.

12. The person applying for the let is responsible for ensuring that the conditions of let are observed. The person supervising on the evening of the let must be specified on the booking application form and must report on the evening of the let where appropriate to the Caretaker and sign the let record form.

13. Groups wishing a liquor licence must submit their application for let prior to the licence being applied for.

14. The Lessee shall indemnify the Pearce Institute 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.

15. No let's will be granted for any period after 12.00 midnight unless written permission has been received from management.

16. Lessee's are advised that under the terms of the Public Entertainment's Licence issued by the Council, lets will not be granted for any event or activity which comprises a striptease or nude show, whether such a licence is required or not.

17. Special permission is required to have bar facilities in the hall and licensed events will comply with the regulations as agreed with Glasgow City Council Licensing Board and, as authorised by the District Court to the agreed limits of: - Lets finishing at 12.00 midnight – bar closed at 11.15pm. Patrons must vacate premises by 12.00 midnight.

18. Licenses must be displayed to the Caretakers before the sale of alcohol commences and maintained on display for the duration of the selling period. The Caretaker has a responsibility to enforce bar opening and closing times and to

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ensure the vacation of premises on time. The Lessee shall comply with any reasonable requests or instructions given by the Caretaker in this connection It is the responsibility of the Lessee to ensure that all necessary licences for a given type of function are granted and displayed for the duration of the function e.g.: Liquor.

19. No nails, screws, tape or Blu Tack shall be used to make fixings in structure, furniture or fittings of any hall/room unless special permission is given.

20. No additional fittings of stage curtains, drapes, props or decoration shall be carried out or introduced without the prior approval of the management.

21. Power supplies must not be interfered with in any circumstances. Where additional services are necessary, written permission from the management, will be required. The Lessee is responsible for supervision of automatic cut out circuit breakers for all occasions where electrical equipment is used.

22. Sound amplification must be kept to the levels stipulated by the Caretaker.

23. All property/equipment/unused supplies/unsold goods etc must be removed from premises immediately after an event or later with approval from the Caretaker.

24. The Provisions of COSHH (Care of Substances Hazardous to Health 2002) Regulations must be adhered to. Lessees will seek advice from the relevant N.A.C Community Resource Office, and shall comply with any instructions given.

25. Smoke, bubble and foam machines are not permitted to be used within the Pearce Institute Facilities.

26. No signs and/or any other means of advertising shall be exhibited in the premises or grounds of the leased subjects without the prior written consent of management.

27. Parties or functions wishing to be held for groups aged 11-21 shall be prohibited within the Pearce Institute, unless authorised by management.

HEALTH and SAFETY

1. Smoking is prohibited in all facilities provided for community use or by members of the public. "No smoking" signs will be displayed in all areas 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

2. In the event of an accident within the premises the let holder supervisors must report the accident immediately to the Caretaker and the accident report form, obtainable from the Caretaker, should be completed and returned as specified on the form.

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3. It is advisable that all groups, in co-operation with Caretaker undertake a Fire Drill at least once each term. 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. Groups are advised that the Caretaker 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 for participants and shall comply with all the 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. All passageways and exits must be kept free and doors kept unlocked during the period of occupancy.

6. Tickets must not be issued nor persons admitted in excess of the capacity of the area of let. Advice on maximum capacity levels can be obtained from Staff.

7. It is the policy of the Pearce Institute 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 Pearce Institute advise that whilst lesser qualifications may be deemed suitable by Lessees for such activities, all Lessees are advised to note the Pearce Institute's policy and ensure that adequate third party liability and professional indemnity insurance are in place.

8. The Pearce Institute reserve the right to refuse use / set-up of apparatus, objects or equipment on the grounds of Health & Safety.

9. It is the responsibility of groups and individuals who are preparing food for the general public to comply with the Food Safety Act. Information on this act can be obtained from the Council's Environmental Health Service.

10. New groups and individuals should take the responsibility for making themselves aware of the buildings fire evacuation procedures by approaching the caretaker. Groups and individuals must also take the responsibility for ensuring all group members/individuals comply with the fire evacuation process.

11. Where groups or individuals choose not to turn up for lets due to adverse weather then charges will still apply unless the Pearce Institute has taken the decision to close the building on Health & Safety grounds.

12. Electrical equipment brought to our sites must be checked for safety by Lessee prior to use.

13. Groups/Organisations will take responsibility for conducting their own Risk Assessments. For advice or guidance on this please contact management.

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14. Groups / Organisations are responsible for the disposal of food waste in line with food waste legislation. Further information please contact the Council's Environmental Health.

15. It is the Lessees responsibility to comply with the Section 89 Building Standards Regulations and to ensure any portable platforms/staging has been authorised for use by the Local Authority. Further information from Building Standards 01294 324349.

Hall Bookings

1. Applications will only be accepted from persons aged 18 years or over. Applications for events involving the sale or consumption of alcohol will only be accepted from persons aged 25 years or over.
2. When sporting activities are being conducted no use of balls or other equipment that could cause damage will be permitted.
3. Certain premises may require to be licensed to allow performances where money or tickets exchange hands. If a public performance is intended, it is important that the applicants indicate this clearly on the let form and the Lessee shall be responsible for obtaining any licence necessary.
4. Booking times must be strictly adhered to. Where the building is already open for existing lets charges will be made for a minimum of 1 hour. Where the building is required to be opened exclusively for one let, charges will be made for a minimum of 1 hour as well as a one off charge of £100. Where use extends beyond the agreed end of let, an additional charge at the appropriate rate will be made.
5. 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 management.
6. Serial lets must be booked annually in April when all groups will be advised by letter to book for the session. Serial lets will be accepted subject to the conditions, that should the premises be required for other individual events, these premises will be made available. Where possible, at least one weeks' notice shall be given of such events and where possible alternative accommodation will be found.



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SUPERVISION OF LET

THE PEARCE INSTITUTE RESERVES THE RIGHT IN ALL CASES TO CANCEL OR ALTER ANY OF THE CONDITIONS OF LET AT THE PEARCE INSTITUTES DISCRETION. ALL CHANGES ARE SUBJECT TO ALTERATION BY THE PEARCE INSTITUTE WITHOUT REQUIREMENTS

SPECIAL NOTICE TO FOR NOTICE TO LESSEES.

1. Lessees holding events involving the sale or consumption of alcohol are required to provide a ratio of one steward to fifteen guests with a minimum of five being available. Hirers must confirm at the time of booking that suitable stewards are available to supervise the let and provide details of these.
2. Lessees wishing to hold functions for parties where 11-21 years olds are in attendance are required to provide a ratio of one steward to fifteen guests with a minimum of five being available. Hirers must confirm at the time of booking that suitable stewards are available to supervise the let and provide details of these. The Pearce Institute may also request an informal interview with the organisers of the event.
3. The Lessee will be responsible for the supervision of the let at all times to the requirements of the controlling Officer, which in normal circumstances will be the Caretaker.
4. The advice and instruction of the Caretaker or appropriate officer must be strictly adhered to at all times.
5. The Caretaker or appropriate officer of the Pearce Institute, after due consideration, has the right to close the doors and refuse admission to the premises on the grounds of Health and Safety, crowd control etc.
6. The Caretaker who, in normal circumstances, will be the controlling officer may at the end of a let, advise the Lessee that additional cleaning will be required. The Lessee will meet the cost of additional cleaning.
7. The Pearce Institute reserve the right to refuse or cancel any hall or room booking application.

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