



LOW PORT CENTRE

Terms and Conditions For Hourly Rental V.1 (December 2023)

Phone number:

1. Code of Conduct

All those who rent space in Low Port Centre must be in agreement with our Code of Conduct:

Our values

HOME	HEALTH	HOPE
Primarily this building is a Home for the community, where everyone can belong. It is accessible to all, where people are respected and is, as the motto of Linlithgow states, 'kind to strangers'.	This is a place to enhance mental, physical, and spiritual wellness for individuals and, through shared space and activities, to encourage life-giving connections.	We aim to foster a positive and optimistic environment here, nurturing kindness, acceptance and growth.

We are pleased to share the Low Port Centre with you. We hope you will feel at home here.

All groups who use the Centre have demonstrated their ongoing commitment to the values of the Low Port Centre: Home, Health and Hope. The Low Port Centre welcomes groups that promote health and wellbeing and foster a sense of hope.

Please treat this home and all those you meet here with care, consideration and respect and be good neighbours to others in and around the Centre.

Let us know if there is anything that we could do better with the facilities or service we provide.

2. Process of booking

Online bookings will be via the website and full payment should be made at the time of booking.

Point of contact - info@lowportcentre.org phone number: _____

3. General Conditions

The online booking must be completed by an individual or the group leader of the organisation. This person will be responsible for payment of the let and shall be deemed responsible for the conduct of those attending the Centre. This person must be aged 18 years or over. The applicant is referred to as the let holder throughout these conditions.

The let holder must be in full agreement with the Centre's Code of Conduct stated above. The let holder must clearly state to the Centre the purpose of the proposed let at the time of application.

The area of the let shall be specified on the let confirmation. The let holder shall only be permitted in the areas specified. The let holder is solely responsible for the room code and must not share this with any other individual. The instructions of the Centre must be followed at all times.

Lets are not transferable and must be used for the purpose stated.

An online booking application and payment for a let does not constitute an acceptance of the application by the Centre. All applications are subject to the approval of the Centre and the Centre reserves the right to refuse applicants the use of the premises if their booking does not align with the Centre's Code of Conduct.

Letting times are:

Monday to Thursday: 9am - 10pm

Friday Saturday: Closed

Sunday: St John's Church & Linlithgow Reed Band only

4. Pricing

The Centre operates a varied pricing structure. Discounted rates are applied to individuals and charities. Partner rates are also available for those who rent LPC once per week for three

consecutive hours 40 weeks of the year. When applying for discounted rates please refer to the contact page on the website [Hyperlink](#)

Casual Bookings: Payment for one-off use of the Centre is taken at the time of booking.

Partner Bookings: Payments are in advance on a monthly basis, equated over twelve months. A yearly invoice will be raised on confirmation of partnership. Payment must be made on the 1st of each month. Where payment has not been received, the Centre reserves the right to cancel future bookings.

Additional bookings for Partners:

Partners may book additional slots or extend their timing. This is done solely by our partners through our online booking system.

Charges and conditions of lets may be subject to variation by the Centre at any time. Let holders will be given notice of any changes as soon as is reasonably practicable.

5. Cancellation

Low Port Centre reserves the right to cancel lets at any time, for example, if maintenance needs to be carried out. Low Port Centre will give as much notice as possible of any cancellation, and a refund will be issued where Low Port Centre has made the decision to cancel a let.

Casual Users:

In the event of cancellation of a booking being made by the let holder after booking confirmation:

(a) when the cancellation is made not less than six weeks before the date of the booking, the full amount paid to date shall be refunded

(b) when the cancellation is made not less than two weeks before the date of the booking, (50%) of the total fee shall be forfeited, and shall not be refunded

(c) when the cancellation is made less than two weeks before the date of the booking, the total fee will not be refunded.

Partner Users:

(a) when the cancellation is made not less than 4 weeks before the date of the booking, the full amount paid to date shall be refunded

(b) when the cancellation is made not less than one week before the date of the booking, (50%) of the total fee shall be forfeited, and shall not be refunded

(c) when the cancellation is made less than 6 days before the date of the booking, the total fee will not be refunded.

6. Use of the building

Timings

The start time of the let is the time the let holder and any group gain access to the premises, including to set up. The finish time of the let is the time the let holder and any group should vacate the premises, including tidy up/cleaning time. If additional time is required this should be booked as part of the let. If groups overstay their time of let, the relevant additional let fee will apply plus any additional charges incurred for the time of Low Port Centre staff.

If a group arrives more than 30 minutes after the start time of the let, without making any contact with the Centre, the premises may no longer be available and no refund of the let will be given.

7. Cleaning

It is the let holder's responsibility to ensure premises are left in a clean and tidy condition after any let. Any damage or spillage must be reported to the Centre immediately.

The letting charges are based on the assumption that the premises will be left in the condition that they are found in. If the let activity means that additional cleaning will be required, an additional charge will be made to cover the cost. Let holders will be advised of this.

The cost of the additional cleaning will be invoiced additionally to the charges for the let.

8. Capacity

The maximum capacity within the Centre is:

Auditorium: 200 seated

Meeting Room : 25 seated

Meeting Room 2: 15 seated

Meeting Room 3: 30 seated

Meeting Room 4: 4 seated

The maximum capacity of the booked area should be strictly adhered to.

9. Smoking, Alcohol and Gambling

Smoking and drug use is not permitted in the Centre or within 10 metres of the entrances to the building.

No alcohol should be sold on the premises unless an Occasional Licence issued under the Licensing (Scotland) Act 2005 has been granted. Where alcohol is being sold on the premises it shall be the responsibility of the holder of the Occasional Licence to ensure that alcohol is

consumed responsibly and in accordance with their statutory responsibilities as a licence holder.

<https://www.westlothian.gov.uk/article/34777/Occasional-Licence#:~:text=The%20Licensing%20Board%20can%20issue,of%20up%20to%2014%20days>.

If it is deemed necessary for alcohol to be supplied without charge at an event, then an Occasional Licence will not be required. However, it shall be the responsibility of the let holder to take reasonably practicable steps to ensure that alcohol is consumed legally and responsibly on the premises.

You must inform the Centre if alcohol will be sold/consumed when booking your event.

Gambling for a cash prize, such as a 'race night' is permitted in the Low Port Centre however must follow the appropriate licensing laws.

<https://www.gamblingcommission.gov.uk/public-and-players/guide/page/fundraising-with-bingo-casino-poker-or-race-nights>

<https://www.westlothian.gov.uk/article/34767/Gambling-Licences-and-Permits>

10. Insurance

Insurance and indemnity

The Centre has Property Owner's Liability insurance in respect of the venue. However, it shall be the responsibility of the let holder to put in place sufficient insurance, including but not limited to public liability insurance, to cover all activities to be undertaken during the period of let by the let holder and all persons attending the venue for the purposes of the let. For the avoidance of doubt, any public liability insurance cover put in place by the let holder shall be for a sum of not less than FIVE MILLION POUNDS (£5,000,000) in respect of any one claim and shall be unlimited in the period of insurance. Furthermore, the Centre may in certain circumstances and at their discretion require the let holder to arrange additional insurance cover. If such additional insurance cover is required, the let holder will be advised in writing.

The let holder shall, as and when reasonably requested to do so by the Centre, produce for inspection insurance certificates to show that the insurance cover required by the Centre in connection with the let is being maintained by the let holder. Failure to submit proof of such insurance upon request by the Centre may result in the cancellation of the let at the sole discretion of the Centre. In such circumstances the let holder will remain fully liable for the costs of the let regardless of the fact the let has been cancelled. The Centre will not be responsible for any costs or losses which are incurred by the let holder as a result of such cancellation.

Low Port Centre must be indemnified by the let holder against any damage to property or equipment and in respect of all other losses, damages, claims, costs, demands, expenses or other liabilities arising in connection with the let of the venue to the let holder.

Let holders shall accept full responsibility for any accident, injury or damage to any person which may occur, as a result of their negligence while using the premises.

The Centre does not accept responsibility for any loss of possessions. Let holders are responsible for ensuring personal possessions are adequately safeguarded.

The let holder shall affect and maintain adequate insurance:

- Against fire and all other risks covering all property which the let holder may bring into the venue whether such property is the let holders or that for which the let holder is responsible; and
- Covering the let holder's liability, statutory and common law in respect of the let holder's employees and members of the let holder's company or organisation, the let holder's guests and any other individual attending the venue in connection with the let.

11. Health and Safety

In the event of an accident within the premises the let holder must report the incident immediately to the Centre.

The let holder should ensure that they are familiar with the fire evacuation procedure including the fire alarm signal, evacuation routes and assembly points. If the fire alarm sounds, it is the responsibility of the let holder to phone 999 for the fire brigade immediately.

The let holder is responsible for the health, safety and welfare of the persons participating in the activity. A risk assessment should be conducted for all activities that includes details of the instructor's qualifications, ratios, equipment etc. All activities must be conducted in accordance with the appropriate governing body guidelines.

Noise must be kept within reasonable limits and amplifiers must not be used in the premises to increase the volume of music, or sound, to a point where the music is audible outside the premises (sound volume must not exceed the maximum level of 85dBA). Doors and windows should be kept closed and let holders must comply with the instructions of Centre staff in this respect.

Electrical equipment used in a let will require regular PAT testing. The let holder shall, as and when reasonably requested to do so by the Centre, produce for inspection current PAT testing certificates.

12. Licences, Copyright and Performances

The let holder is responsible for ensuring that they have any relevant licences in place. The Centre is not licensed for public entertainment and admission to functions where a charge is made must be by ticket only and no money must be taken at the door. Admission to meetings or social gatherings must be confined to members of the organisation concerned – except where permission is granted for public meeting. When applicable, the let holder is responsible for obtaining a Public Entertainment Licence.

It is the responsibility of the let holder to comply with all statutory licensing and intellectual property requirements. The let holder indemnifies the Centre against any claims arising out of a breach or infringement of statutory licensing and intellectual property requirements.

13. Protection of children and vulnerable adults

The let holder must ensure that it complies with and continues to comply with, the terms of the Protection of Vulnerable Groups (Scotland) Act 2007 (“the PVG Act”). Guidance on the PVG Act and obligations can be obtained from:

Disclosure Scotland

PO Box 250

Glasgow

www.disclosure-scotland.co.uk

info@disclosurescotland.co.uk

Tel: 0870 609 6006

Failure by the let holder to comply with this condition will be a fundamental breach of contract and will entitle the Centre to terminate the let without notice and without penalty.

14. Sustainability and Environmental impact

As far as possible, we encourage groups using the Low Port Centre to use Fair Trade products. We are committed to caring for the environment and to promoting environmental improvement and sustainable development.

15. Data Protection

Each of the let holder and the Centre shall comply with their respective duties under the Data Protection Act 2018, the UK General Data Protection Regulation and all subsequent amendments or re-enactments, hereinafter "Data Protection Law."

The Centre and the let holder are each acting as separate data controllers.

16. Freedom of Information

The let holder acknowledges the Centre's obligations under the Freedom of Information (Scotland) Act 2002 ("FOISA") and acknowledges that in particular the Centre may be required to provide information relating to the let or the let holder to any person on request in order to comply with FOISA.

17. Customer Complaints/Comments

The Centre is committed to providing high-quality customer service. It takes complaints about its services seriously and deals with them in confidence. If something goes wrong you should tell the Centre. It can then try and put things right and improve its services in the future. To make a complaint, please use one of the following means:

Phone us on: _____

e-mail us at info@lowportcentre.org

We can provide information in other formats on request.

18. Parking

There are 28 car parking spaces for the Centre use. This is a car park that is shared with all users of the centre. These spaces are clearly marked LPC on the kerb. There are an additional 16 spaces for Low Port Primary. Please do not park in spaces adjacent to Low Port Primary between the hours of 9am -6pm on Monday - Thursday during term time.

Cars are parked at Centre user's own risk and the centre is not responsible for cars parked in the shared car park.

Food hygiene

Risk Assessments

Wifi

Policies

