



Conditions of Let

Games Halls

**Gilbertson Park Games Hall,
Sandwick School Games Hall
Scalloway School Games Hall**

The above Games Halls (referred to in these Conditions as “the building”) are available for hire by any person (referred to in these Conditions as “the hirer”) for an on behalf of voluntary organisations subject to the following conditions:

1. General

- a) The hirer shall be personally liable to comply and to ensure compliance with these Conditions.
- b) The hirer shall pay to Shetland Islands Council the charges for hire as determined by the Council, from time to time.
- c) The hirer must abide by all notices, directions and regulations (whether emergency or otherwise) applicable to the use of the building, including those displayed throughout the building.
- d) The hirer shall be responsible for the setting up and dismantling of any equipment not owned and/or provided by Shetland Islands Council, and the use of any lifts, ladders or other equipment provided by the Council will be entirely at the hirers risk.
- e) Appropriate footwear must be worn at all times.
- f) The hirer, or hirer’s representative, must report to the Games Hall Attendant, Park Attendant or his nominee at the commencement of hire.

2. Personal Injury and Loss or Damage to Property

No liability or responsibility will be accepted by Shetland Islands Council for:

- a) Personal injury sustained by any member of the public attending a function for which the building has been let.
- b) Loss of, or damage to, personal property.
- c) Loss of, or damage to, goods or articles of any description brought into the building.
- d) Loss of, or damage to, any articles, goods or property left in the custody of a Games Hall Attendant, Park Attendant or other members of staff. These are left entirely at the owners risk.

3. Fire

- a) The hirer must ensure familiarity with the Council’s fire regulations and procedures relating to the building, and as displayed in the building.
- b) In the event of a fire drill, the hirer shall be responsible for organising the users in the appropriate manner.

4. Damage

- a) Any damage discovered before commencement of hire must be reported immediately to the Games Hall Attendant, Park Attendant or his nominee.
- b) All damage to the building or to the fixtures, fittings or furniture in the building, as a result of the hire shall be made good at the expense of the hirer. The hirer shall report any damage immediately to the Games Hall Attendant, Park Attendant or his nominee.

Shetland Islands Council has arranged insurance cover to indemnify the hirer for sums, which the hirer may be legally liable to pay for accidental personal injury, accidental damage to the building and contents and accidental damage to third party property, arising out of the activities of the hirer of the building. Such insurance cover will not, however, relieve the hirer of liability under these Conditions of Let and, in particular, the hirer will be liable to pay for the cost of damage excluded from the insurance cover under the policy excess, which is currently the first £100 of each and every claim for damage to the building or contents.

5. Limitations as to use

- a) The building may only be used for the purpose for which the hire has been granted, and
- b) sub-letting by the hirer is not permitted.
- c) The hirer may only use the areas and facilities applied for and allocated to the hirer.

6. Cleanliness

- a) The hirer must keep the building free of litter.
- b) All equipment used must be returned by the hirer to its proper place.
- c) The hirer must leave the building in a fit and proper condition for use the following session.

7. Supervision

- a) Prior to use the hirer shall notify the Games Hall Attendant, Park Attendant or his nominee, of the name of the person in charge of the group who is designated to act as supervisor and bear direct responsibility for informing the Games Hall Attendant or Park Attendant of any damage to the building, fixtures, fittings or furniture.
- b) In any case where children (i.e. persons under 16 years of age) are using the building, the hirer shall ensure that there is supervision by adults (i.e. persons 18 years of age or over) in the ratio of one adult to every 15 children, but subject to there being a minimum of 2 adults in attendance at all times.
- c) The hirer will be responsible for ensuring that any users/spectators not involved in the activity taking place at the time, are supervised throughout the other areas of the building available for their use, e.g. changing rooms/toilets.
- d) The hirer shall be responsible for the good conduct of users, officials and spectators throughout the duration of the let.

8. CANCELLATIONS

- a) **Cancellations of non block bookings shall be notified to Sport & Leisure Service on Lerwick 744006 or 744047 at least 24 hours in advance, otherwise the full charges for hire will apply and be payable for by the hirer.**
- b) **Cancellations of weekend bookings must be made no later than 4.00pm on the Friday prior booking taking place.**
- c) **Payment for block bookings will be required in full. No refunds will be offered on block booking cancellations or amendments.**
- d) **Shetland Islands Council reserve the right to alter or cancel a booking without prior notice. The Council shall have no responsibility for any costs or expenditure incurred or sustained by the hirer, save reimbursement of any fees paid to the Council for such cancelled hire.**
- e) **The above conditions may be subject to amendment from time to time at the sole discretion of Shetland Islands Council.**