

## TERMS AND CONDITIONS OF LET

### GENERAL AGREEMENT

For the purpose of these conditions the terms “GCVS” and “Glasgow Council for the Voluntary Sector” and “The Albany Centre” and “The Albany Learning and Conference Centre” shall include persons authorised to act on its behalf by Glasgow Council for the Voluntary Sector. The terms “hirer” and “letter” shall also include their employees, their agents, tradesmen, contractors, suppliers and member of general public entering at the invitation, express or implied, of the hirer or of their agents, tradesmen, contractors and suppliers.

- Applications for use of accommodation for functions will be accepted only if functions are considered reasonable and appropriate by GCVS for The Albany Learning and Conference Centre.
- All applications for hire of spaces within The Albany Learning and Conference Centre must be agreed in full, as witnessed by this document being signed and dated by both the representative of hiring body and the representative of The Albany Learning and Conference Centre.
- The Albany Centre shall not be deemed to be let until the applicant has received confirmation in writing from Glasgow Council for the Voluntary Sector (GCVS), the Albany Learning and Conference Centre operators.
- The representative of the hirer must be over the age of 18 years.
- All groups/organisations using The Albany Learning and Conference Centre shall state the purpose for which they are engaged and shall not sublet or alter the purpose for which they are engaged without the consent of GCVS.
- If the Albany Learning and Conference Centre facility, or any part thereof, is used for purposes different from that for which they are engaged, GCVS reserves the right to terminate the booking at any time without being liable to the hirer for costs incurred by the group/organisation.
- All bookings are subject to the times stated on the booking form. Hirers must ensure that the Albany Learning and Conference Centre is cleared at the appropriate time. Entry will be from the time specified on the application for let. Additional time will be charged after the event, if necessary, at a rate determined by GCVS in line with its incurred costs.
- GCVS reserves the right to grant or refuse any application for let in whole or in part without giving any reason for same.
- The instructions of GCVS must be strictly adhered to at all times during the let
- All hirers, including organisations, must leave the premises in a clean and tidy condition. Failure to comply may result in additional charge to cover cost of additional cleaning.
- GCVS shall have the right to suspend or terminate the let if these Conditions of Let are breached. GCVS shall also have the right to suspend or terminate the let, if in GCVS’s reasonable opinion, it is necessary in the interests of safety and good order to do so.
- If the hire includes a public performance, the hirer must comply with all the Performing Rights Society regulations and supply any relevant information pertaining to this as requested by GCVS.
- GCVS reserve the right to request notice of any child/young person entering the building. If agreed, children/young people entering the building should be accompanied by an adult at all times. GCVS do not take responsibility for the care of children whose parents/guardians are using the Centre.

## **CATERING**

Catering for The Albany Learning and Conference Centre is supplied by the onsite catering facility – The Albany Café. No other catering firm may be used by hirers.

- The Albany Learning and Conference Centre can only guarantee letter's catering requirements within ten working days notice of the hire. If less notice is given, the Albany Learning and Conference Centre will strive to provide the best service available.
- The hirer is required to ensure compliance with the Food Safety Act 1990 and any subsequent related regulations.

## **PAYMENTS**

All payment for hire and catering will be made to Glasgow Council for the Voluntary Sector (GCVS).

- Payment will normally be by invoice, which must be paid within 30 days of the date of the invoice. There are currently no facilities for payment by debit card or credit card or over the telephone.
- VAT is applied at the current rate of 20% to catering/ refreshments; equipment hire and services ordered and prices quoted are exclusive of VAT.
- NO VAT is applied to the room hire rate at the Albany Learning and Conference Centre.
- No further application for let of the Albany Learning and Conference Centre will be accepted while any accounts for payment by the hirer to GCVS remain outstanding.

## **CANCELLATIONS**

- GCVS reserves the right to cancel a let with reasonable notice in writing.
- Notification of hirer's intention to cancel a let must be made in writing. In the event of cancellation by the hirer the following charges are payable by the hirer:
  - More than 21 working days – No charge
  - 10 to 21 working days in advance – 50% of hire charge
  - Less than 10 working days in advance – 80% of hire charge.

## **LOSS, INJURY OR DAMAGE**

- The hirer is responsible for any loss or damage to the building, fixtures, fittings, contents and décor during their let of the Albany Learning and Conference Centre which results from the actions, omissions or negligence of the hirer
- The hirer is responsible for any equipment hired during their let and shall pay for any damage made to the equipment or shall be asked to pay the replacement value of the item.
- GCVS can accept no responsibility in respect of loss or theft of articles from the premises during the let or any articles left on the premises at any time.
- GCVS accepts no responsibility for any loss or damage resulting from the let being used by the hirer for purposes other than as stated.
- The hirer is advised to take out appropriate insurance to cover loss or damage of property belonging to themselves, GCVS or members of the public and to cover death or injury of persons in the building during the period of hire.
- When an event is open to the public, the hirer is required to take out at least public liability insurance and the premises are let on the understanding that this will be done
- The hirer must indemnify GCVS against any loss or damage which results from the actions, omissions or negligence of the hirer as described within these conditions.

## **EVENT LAYOUT**

- GCVS shall be notified by the hirer at least five working days prior to the date of the hire in order that any arrangements can be made in terms of seating and layout.
- The hirer must strictly adhere to the capacities of each room of the Albany Learning and Conference Centre that they have hired. Failure to comply with the given maximum capacities may result in the termination of the let at any time without GCVS being liable to the hirer for damages.

## **HEALTH AND SAFETY**

- If a hirer is operating any portable electrical appliance not provided by GCVS, this equipment must have a valid portable appliance test label or certificate.
- The hirer is responsible for ensuring that all gangways, doorways, stairways, exits, emergency exits and entrances are kept unobstructed at all times.
- Hirers must make themselves aware of Fire Regulations and procedures in force and as outlined in the fire evacuation notices displayed in community facilities.
- No explosives, highly flammable spirits or liquid gas containers shall be brought into community facilities and the use of naked lights in any part of the building is strictly prohibited.
- In the event of an accident within the premises, the incident must be reported as soon as possible given the circumstances to the caretaker and/or an appropriate GCVS staff member and an accident report form must be completed and returned as specified on the form.
- The hirer shall not interfere with electrical fixtures and fittings. No extension from existing electrical fittings shall be made without the consent of GCVS.
- All other property brought into the Albany Centre by the hirers must be removed at the end of the let unless otherwise authorised by GCVS.

## **PERSONAL AND ORGANISATIONAL DATA**

All Albany bookings are processed through our internal system which is stored on the Microsoft Azure platform to safeguard data using encryption protocols. GCVS' legal basis for processing and holding personal and organisational data provided in the booking form is a contractual agreement between customer and supplier. This information collected is for GCVS to fulfil its contractual arrangement for managing the business and services purchased.

The personal and organisational information which you supply to us may be used for the following purposes only:

- Communicate with you to process your booking requirements
- Share information with onsite catering facility to fulfil dietary requirements
- To develop business plans to grow our business i.e. new services; fees; communication and customer needs
- Share billing information with our finance department to process invoices for payment of goods and services
- Conduct data and statistical analysis to monitor performance of our services
- To report on financial status of the Albany Centre to management and Board

We will **NOT** disclose any information to any third party without your prior consent.

**RETENTION POLICY FOR YOUR PERSONAL INFORMATION**

- All bookings and organisational data older than 3 years will be deleted or anonymised from our system.
- Individual contact information (personal data) will be removed after 1 year

You have the right to be forgotten and can do so at any time by emailing the Customer Services Team at [albanyinfo@gcvs.org.uk](mailto:albanyinfo@gcvs.org.uk).