

Whitburn Community Centre

Letting Guide and Conditions of Let

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Please read before booking: These conditions apply to one-off, regular, private, community and commercial bookings. Submitting a request does not confirm a booking. Keep a copy of the version accepted with your confirmation.

Quick guide

- **Confirmation:** a booking exists only when WCDT confirms it in writing.
- **Responsible adult:** the named person in charge must be at least 18 and present throughout.
- **Booked time:** include set-up and clear-up and leave by the confirmed finish time.
- **Rooms and capacity:** use only the confirmed areas and never exceed the approved capacity or layout.
- **Fire safety:** read the room fire notice, keep exits clear, maintain an attendance count and account for the group.
- **Advance notice:** tell WCDT about alcohol, food heating, public or ticketed events, music, inflatables, staging, heat or unusual activities.
- **Providers and equipment:** the hirer remains responsible for providers they engage and equipment they bring.
- **Prohibited without exception:** smoking or vaping inside, candles, incense, fireworks, pyrotechnics and smoke or haze effects.

How a booking works

1. **Request.** Submit the booking form with accurate details of the activity, dates, rooms, attendance and charging.
2. **Review.** WCDT checks availability, the applicable rate and whether any further information is proportionate.
3. **Confirmation.** WCDT issues written confirmation stating the price, payment arrangement and any booking-specific conditions.
4. **Payment.** Pay as stated in the confirmation. One-off bookings are normally payable in advance.
5. **Changes.** Tell WCDT before changing the activity, provider, equipment, attendance, rooms or charging arrangements.

The booking agreement

The agreement consists of the accepted booking request, WCDT's written confirmation, this dated guide and any booking-specific written conditions. A specific condition in the confirmation takes priority if it clearly changes a general condition in this guide. No verbal change is binding unless WCDT confirms it in writing.

Conditions of Let

In these conditions, “WCDT” means Whitburn and District Community Development Trust; “hirer” means the person or organisation named in the confirmed booking; “person in charge” means the named adult responsible for the booking on site; and “provider” includes any performer, supplier, coach, caterer or contractor engaged by the hirer.

1. Booking requests and confirmation

- The applicant and the person in charge must be at least 18. WCDT may ask for reasonable proof of identity where necessary.
- Information supplied must be accurate and complete. The approved purpose, rooms, dates and arrangements must not be changed without WCDT’s prior written agreement.
- A provisional hold normally lasts for 48 hours. It is not a confirmed booking and may lapse if the form, information or payment requested is not received.
- A booking is confirmed only when WCDT issues written confirmation. Availability shown or discussed before then is not a guarantee.
- WCDT may decline a request on reasonable grounds relating to availability, suitability, safety, security, licensing, insurance, operational capacity or WCDT’s charitable purposes.
- The hirer must not transfer, assign or sublet the booking. The hirer remains responsible for everyone attending at their invitation, including providers and contractors.

2. Rates, payment and deposits

- WCDT determines the applicable community or commercial rate from the information supplied. The confirmed rate and total charge will be stated in writing.
- One-off bookings are payable in advance unless WCDT agrees otherwise in writing. Regular bookings may use approved pay-as-you-go or monthly-invoice arrangements.
- Invoices and other payments must be paid by the stated due date. WCDT may suspend or cancel bookings and refuse further bookings while sums remain overdue.
- WCDT may require a reasonable housekeeping or damage deposit. WCDT may deduct evidenced reasonable costs arising from the booking and will return the balance after checks are complete.

3. Cancellation, amendments and closure

- The hirer must give at least five working days’ notice to cancel or amend a booking, unless a different period is stated in the confirmation.
- For a one-off cancellation within five working days or a no-show, WCDT may retain or charge 25% of the hire charge. Any charge for a cancelled regular session will be stated in the confirmation.
- WCDT will consider reasonable requests to move a booking, but another date or room cannot be guaranteed.
- WCDT may cancel or change a booking for safety, legal, licensing, emergency, maintenance or operational reasons. Hire charges paid for use cancelled by WCDT will be refunded or credited, unless cancellation results from the hirer’s breach.
- Cancellation charges and deductions will be applied fairly and will not exceed WCDT’s reasonable loss or costs arising from the cancellation or breach.

4. Access, booked times and security

- Access is limited to the confirmed rooms, necessary communal areas and confirmed times. Set-up, deliveries, dismantling and clear-up must all take place within the booked period.
- If a booking overruns, WCDT may charge for additional hire time, staffing or disruption in accordance with its published or confirmed charging arrangements.
- Authorised WCDT staff may enter booked areas when reasonably necessary for safety, security, maintenance, compliance or operational purposes.

5. Person in charge, attendance and capacity

- The named person in charge must be present throughout, be readily contactable and ensure these conditions and reasonable staff instructions are followed.
- Please tell WCDT as early as possible about any access or communication needs so that reasonable adjustments and safe arrangements can be agreed.
- The hirer must provide suitable supervision for the activity and attendees, including arrivals, departures and any children or adults who may require support.
- The approved capacity for the room and layout must not be exceeded. WCDT may reduce capacity where the layout, equipment, activity, licence or fire-risk arrangements require it.
- Anyone who may need assistance to evacuate must be identified through the booking process without unnecessary medical detail, and suitable arrangements must be agreed before use.

6. Fire and emergency arrangements

- Before the session, the person in charge must read the fire notice, identify the nearest safe exits and assembly point, brief the group as appropriate and keep an accurate attendance count.
- Where an attendee may need assistance to evacuate, the hirer must agree a suitable personal or group emergency evacuation arrangement with WCDT before the booking. The arrangement must identify the assistance required, the person responsible and any agreed equipment or route, while recording only the information necessary for safe evacuation.
- Exits, corridors, stairs, call points, extinguishers and fire doors must remain clear. Fire doors must be closed unless held by an approved device linked to the alarm system.
- On discovering fire or signs of fire, activate the alarm, evacuate and call 999. On hearing the alarm, everyone must leave by the nearest safe exit and go to the assembly point shown on the room notice.
- The person in charge must account for the group, report anyone missing and prevent re-entry until authorised by WCDT staff or the emergency services.
- WCDT coordinates building fire drills and emergency arrangements. Hirers must cooperate with any drill or instruction taking place during their booking.
- Candles, incense, indoor sparklers, fireworks, pyrotechnics and smoke or haze effects are prohibited. LPG, fuel, chafing equipment, bubble machines or any other heat, vapour or effect requires prior written approval and may be refused.

7. Safe activity, safeguarding and incidents

- The hirer is responsible for planning, supervising and risk managing their activity, using competent people and controls appropriate to the real level of risk.
- Organisations arranging regulated roles with children or protected adults must comply with current Disclosure Scotland, PVG and safeguarding requirements. WCDT does not impose universal staffing ratios or require every provider at a private party to hold PVG membership.
- The hirer must make first-aid arrangements appropriate to the activity and group. In an emergency call 999, notify staff and follow emergency-service instructions.
- Accidents, near misses, damage and hazards must be reported to WCDT promptly. The hirer must cooperate with completion of any incident or accident record.

8. External providers and equipment

- Where the hirer engages a performer, supplier, coach, caterer or other provider, the hirer and provider remain responsible for their activity, competence, people, equipment, insurance, installation, operation and supervision.
- WCDT does not routinely inspect, test, certify or approve third-party equipment. WCDT may request relevant information or evidence where the activity creates a specific risk or where a legal, licensing, insurance or premises requirement applies.
- Receipt or review of a document by WCDT is an administrative check only and does not transfer responsibility from the hirer or provider.
- Electrical equipment must be safe, suitable and properly maintained. PAT records may be accepted as evidence where appropriate, but WCDT does not impose a blanket PAT requirement on every item.

- Inflatables, mobile soft play, staging, rigging, temporary structures, animals, machinery, fairground equipment, LPG, substantial heat or unusually high electrical loads require advance written approval and activity-specific evidence where requested.
- WCDT may prohibit or stop equipment or an activity presenting an obvious or significant risk, affecting the premises or materially differing from the confirmed booking.

9. Licences, public events, music and alcohol

- The hirer must identify any public, advertised or ticketed event and any sale or supply of alcohol, entertainment, music or other regulated activity when applying.
- The hirer must obtain and comply with every licence or permission required for the activity and provide evidence by any deadline stated in WCDT's written confirmation. The hirer must not assume that a licence held for the premises covers independent bookings.
- Alcohol may be consumed, supplied or sold only with WCDT's prior written approval and any required licence. The hirer and licence holder are responsible for age controls, conduct and all licence conditions.
- Live or recorded music must remain at a reasonable level and must not disturb other users or neighbours. The hirer must establish whether their use is covered by the premises arrangements or requires separate permission.
- WCDT may refuse, restrict or cancel a licensable activity where the required permission is absent, refused or incompatible with the premises or other users.

10. Food and catering

- Food preparation, cooking, heating, commercial catering or use of kitchen equipment must be disclosed and approved before the booking.
- The hirer and food provider are responsible for food safety, allergens, hygiene and any registration or other legal requirements applying to their activity.
- WCDT does not require a food-hygiene certificate for every occasional community or family event. It may request suitable evidence for regular, organised, commercial or higher-risk catering.
- Kitchen areas and equipment must be left clean and safe. Food, waste and belongings must be removed at the end unless WCDT has agreed storage in writing.
- Children using kitchen or heat-producing equipment must be suitably supervised.

11. Rooms, furniture and decorations

- Furniture and WCDT equipment must be used only as intended and returned to the agreed layout or storage area. The hirer must not interfere with heating, electrical, alarm, fire, lift or building-control systems.
- Nothing may be fixed to walls, windows, floors, doors or ceilings using nails, screws, tape, adhesives or similar materials without prior permission.
- Helium balloons, confetti, glitter, bubble machines, large decorations and suspended items require advance approval because of alarms, cleaning, slip, escape-route or building risks.
- Only suitable indoor sports equipment may be used. Hard outdoor footballs or equipment likely to damage the building are not permitted indoors unless specifically approved.

12. Cleaning, waste and damage

- Rooms, furniture, kitchen areas and equipment must be left clean, tidy and in the condition found, allowing for fair wear and tear.
- The hirer must remove event waste when instructed and use the waste arrangements stated in the confirmation or by staff.
- Any problem present at the start of the booking must be reported promptly so WCDT has a reasonable opportunity to respond.
- The hirer must report damage immediately and is responsible for reasonable additional cleaning, waste removal, repair, replacement or staff costs caused by the hirer, attendees or providers through negligence or breach of these conditions.

13. Storage, personal property and lost property

- Property must be removed at the end of each booking unless WCDT has granted written storage permission. Storage is a separate arrangement and may be altered or withdrawn on reasonable notice.
- Hirers should insure their own property. WCDT is not responsible for loss or damage to property except where caused by WCDT's negligence or where liability cannot legally be excluded.
- No flammable, toxic, sharp, hazardous or illegal item may be stored. WCDT may access or move stored items where reasonably necessary for safety, maintenance or management of the building.
- WCDT may dispose of unclaimed property after reasonable attempts to contact the owner and a reasonable collection period, normally 30 days. Perishable, unsafe or valueless items may be disposed of sooner.

14. Conduct, noise, smoking and parking

- Everyone must behave lawfully and respectfully. Threatening, abusive, discriminatory, violent or seriously disruptive behaviour may result in the booking being stopped and future access refused.
- Illegal drugs are prohibited. Anyone whose intoxication creates a safety, safeguarding or conduct risk may be refused entry or required to leave.
- Noise must be kept to a reasonable level and must not interfere with other activities or neighbouring properties.
- Smoking and vaping are prohibited inside and immediately outside entrances, exits and open windows.
- Parking is subject to availability and is at the user's risk. Accessible bays, the drop-off point, emergency access and neighbouring access must be kept clear.

15. Insurance, responsibility and ending a booking

- WCDT remains responsible for the premises and matters within its control. The hirer remains responsible for their activity, attendees, providers and property and should arrange suitable insurance where appropriate.
- WCDT may require public-liability insurance, risk assessments or activity-specific evidence where justified by the nature of the booking, a licence, the insurer or another relevant requirement.
- WCDT's receipt of insurance or safety information does not amount to certification, approval or a guarantee that cover will respond to a claim.
- WCDT may suspend or end a booking where there is a serious or repeated breach, an obvious or significant danger, unlawful activity, serious disturbance, non-payment or failure to follow a reasonable instruction. Any refund or further charge will reflect the circumstances and WCDT's reasonable loss or costs.
- Nothing in these conditions excludes or limits liability for death or personal injury caused by negligence, fraud, or any other liability that cannot lawfully be excluded or limited.

16. Information, complaints and changes

- WCDT uses personal information as explained in its Community Centre Bookings and Gym Privacy Notice, available from WCDT and on the website.
- Booking changes, cancellations and non-emergency incident reports must be sent to info@whitburncdt.org.uk or reported by telephone on 01506 280340. In an emergency, call 999 first and then notify WCDT as soon as it is safe to do so.
- Questions or complaints should be sent to the Trust Manager at info@whitburncdt.org.uk or Whitburn Community Centre, 33 Manse Road, Whitburn, EH47 8EZ. WCDT will try to resolve concerns promptly and fairly.
- WCDT may update these conditions. The version accepted normally continues to apply to an existing confirmed booking, although WCDT may introduce a necessary change required by law, safety, licensing, insurance or an emergency and will notify the hirer where practicable.
- These conditions and the booking agreement are governed by Scots law.

Document control: Version September 2026. Review after any material change to WCDT's lease, insurance, fire-risk assessment, premises or public-entertainment licence, operating arrangements or applicable law.