

## **Management Rules For Cultural Facilities**

Angus Council in exercise of the powers conferred on them by Section 112 of the Civic Government (Scotland) Act 1982 hereby make the following Management Rules, which shall apply to halls, theatres, museums and libraries in the Angus Council area.

These rules are made to ensure good behaviour and prevent nuisance. If they are not obeyed, the Council may require a person whom they reasonably believe has contravened a rule or appears about to contravene a rule to leave the facility. Failure to leave is then an offence under Section 118(a) of the above Act with a penalty of up to £500.

### **General Management Rules which will apply to all Angus Council Cultural Facilities**

#### 1. Access to Premises

- a) All users must enter and leave by the proper doorways showing the relevant identification when asked by the Service Point Manager and, where relevant, pay any fees due prior to entry.
- b) Any person admitted to a Cultural facility must conduct themselves in a reasonable manner as regards to noise and disturbance.
- c) The Service Point Manager may refuse admission to or expel any person or persons from the Cultural facility on reasonable cause.
- d) Any person under the influence of drink and/or drugs or unclean in person or dress so as to cause offence to other users within the same cultural facility, may be expelled or excluded in terms of rule 1c) above.
- e) No animals (other than guide dogs) may be brought into a Cultural facility unless by prior consent from a Service Point Manager.

#### 2. Use of Premises

- a) All persons must comply with all reasonable directions or instruction given to them by the Service Point Manager in the course of their duties.
- b) All persons must leave at the stated or agreed closing time or when requested to do so by the Service Point Manager. Service Point Managers also have the right to refuse admission in the circumstances stated above.
- c) Lost property should be handed to the Service Point Manager upon finding. While Angus Council has no legal requirement to become responsible for lost items of lost property the following procedure applies:
  - All lost property is handed to the Police within 48 hours of being found.
- d) No photographic equipment or any other form of visual or sound recording equipment is to be used on the premises without the consent in writing of the Cultural Services Manager.
- e) All complaints, queries or suggestions should be directed to the Cultural Services Manager.
- f) Smoking is prohibited throughout all Cultural facilities.
- g) All persons must abide by instructions or guidance contained within any notices or signs that are placed in any Cultural facility with regards to operational requirements.
- h) Unless by prior written consent from the Service Point Manager or in areas provided and designated by the Council for that purpose, food or drink must not be taken into or consumed in Cultural facilities.
- i) All persons must refrain from any conduct, which is unseemly, anti-social or which might cause annoyance or danger to other persons within the premises, failure to do so may result in their exclusion from the Cultural facility.

- j) Where appropriate, all persons must show any written consents or permissions relating to their use of the facility to the Service Point Manager on request.
- k) All persons must pay to the Council on demand the amount of any damage done or occasioned to the Cultural facility, the fixtures, fittings, equipment, furniture or any other contents, by him or by any person participating jointly with him in the use of any of the Cultural facilities or by any person under his care or control.
- l) Posters, bills, flyers or other such material may not be displayed without permission from the Service Point Manager.
- m) Goods may not be sold or supplied to other persons within the Cultural facility without the written consent of the Service Point Manager.
- n) The use of personal headphones, cassette tapes, compact discs, radios, mobile telephones or any other music media or musical instruments is prohibited within a Cultural facility unless with the prior consent of the Service Point Manager.
- o) It is prohibited to alter, interfere or deface the structure of the premises or any equipment or fittings within the premises.
- p) All items of electrical equipment that are brought into the facility by or on behalf of the hirer of facility accommodation must be declared to the Cultural Services Division prior to the date of hire. All appliances must carry a valid and current Portable Appliance Test certificate or validation, copies of which should be submitted with the Risk Management checklist.
- q) The Service Point Manager, any Police Officer or Fire Officer may require the premises to be cleared with immediate effect.

## Specific Management Rules for Libraries

### 1. Membership for Libraries

- (a) Any person who is resident, employed or undergoing a course of education in the Angus Council or nearby Local Authority areas may make application for membership of the library service to permit the borrowing of library material. Membership is subject to completion and signature of an agreement to abide by such rules and regulations as may be prescribed by the Council and production of two proofs of identity, at least one of which must be signed by the applicant and show their current address. A membership card will be issued for the exclusive use of the person named thereon who is responsible for any library material borrowed.
- (b) Any person may use library material for reference or study within library premises, such use shall not be subject to membership regulation as in (a) above, but shall be subject to such other control as may be defined by the Service Point Manager.
- (c) Any person ineligible for membership to permit borrowing as in (a) above, may obtain temporary membership either by production of a valid library membership card in their name from any public library, or on production of two proofs of identity and evidence of their status.
- (d) Any person failing to abide by such rules and regulations as may be prescribed by the Council, shall at the discretion of the Service Point Manager, be subject to suspension from membership of the libraries for such reason and time as will be notified in writing.

### 2. Borrowing from Libraries

- (a) Library material available for loan may be borrowed by members for a period or periods of time as detailed in Schedule A.
- (b) Failure by members to return items on loan by the appropriate loan period [see Schedule A] will result in the imposition of such overdue charges as may be currently in force.
- (c) A member shall pay to the Council the replacement value of any library material borrowed which is lost or damaged while issued on their membership card, together with any expenses incurred by the Council in recovering such payment and/or replacing the material.
- (d) In the event of a member not returning items which have been borrowed or paying the replacement value (as above) that persons membership shall be suspended until those items have been returned or the replacement cost has been paid.
- (e) The use of library material may be limited and loans recalled at the discretion of the Service Point Manager.

## Schedule A

### Library Lending Details

Loan Period	(Rule 2 (a)):	Books	28 days
		CDs	28 days
		Videos [Entertainment]	7 days
		DVDs [Entertainment]	7 days
		Videos [Informational]	28 days
		DVDs [Informational]	28 days
Charges	(Rule 2 (b)):	An overdue charge will be incurred for each week or part of week thereof for books, CDs and informational videos and DVDs retained beyond the stated period of loan. Entertainment videos and DVDs will incur a charge for each day or part of day thereof retained beyond the stated date of return. An administration charge will be added for each overdue notice generated.	

Charges may be incurred for the borrowing of the undernoted types of material and service:

- CDs
- Videos
- DVD
- ICT usage
- Genealogical services
- Archive and local history searches

All charges will be determined by Angus Council.

## Specific Management Rules for Halls, Theatre, and other accommodations hires

### 1. Use of premises.

- (a) Angus Council reserves the right to refuse any applicant the use of premises or part thereof without giving any reason. The premises shall not be sub-let.
- (b) Any erections required in connection with the occupation of the premises by the hirer, including all outside erections, signboards and the like, shall be subject to the written approval of Angus Council and shall be erected, taken down and removed all at the cost of the hirer.
- (c) Nothing shall be done in the premises and nothing shall be taken into the premises which will involve extra risk to the premises or property of Angus Council unless specially sanctioned and then only upon such conditions as to safety precautions and other matters as shall be stipulated. No oil or any substance of a highly flammable nature shall be allowed in any part of the premises.
- (d) The hirer shall be responsible for any damage done to the premises or the fittings or furniture therein during the time of occupation and shall be bound to meet the cost of the same.
- (e) The hirer will be responsible for ensuring that any persons operating the electrical or mechanical equipment are competent to do so with full regard to health and safety matters. Fire precautions must be observed with regard to equipment used.
- (f) The hirer shall be responsible for maintaining order in connection with the occupation of the premises and shall arrange that effective control is provided at all doorways which may be necessary so as to allow free access and exit.
- (g) The charge appropriate to the date of let will apply, irrespective of the dates of approval. As charges are normally reviewed by Angus Council on April 1 each year it is the responsibility of the hirer to ascertain the appropriate charge from Cultural Services for advance bookings made outwith the financial year of hire.
- (h) Maximum permitted numbers indicated on the application form by the issuing office must be strictly adhered to.
- (i) A completed Risk Management checklist must be returned with the booking application together with the requested documentation before a booking can be confirmed.
- (j) The hirer must hold public liability insurance with a minimum indemnity of £5 million and shall forward evidence of such cover to the Council unless the activity is excluded from that requirement.

### 2. Cancellation of lets

- a) **Standard Rate:** Any let at Standard Rate will be subject to a non-refundable deposit of 25% of the full hire charge (consideration will be given to waiving this deposit to local and frequent users on request to and at the discretion of the Cultural Services Manager). A further charge of an additional 25% of the full hire charge will be made for any cancellation made within fourteen days of the date of the let.
- b) **Community Rate:** A charge of 25% of the full hire charge will be made for cancellations made during the period of three months to fourteen days before the date of let. A charge of 50% of the full hire charge will be made for any cancellation made within fourteen days of the date of the let.

Cancellations must be submitted in writing.

- c) **Value Added Tax (V.A.T.) Exemption:**

On completion of a "Form of Agreement" between the hirer and the Council exemption from V.A.T. is granted to hirers who contract to hire sporting facilities for a period of 3 months or 10 hire periods with no less frequency of once per fortnight, except school breaks and provided their system of payment is by account rendered monthly. Any cancellation made by the organisation which reduces their total hires in an agreed session below the 10 visit minimum will still be required to pay the full 10 session at V.A.T. exemption with full regard to health and safety matters rate.

- d) Commercial Lets: Organisations may display items but will not be allowed to sell anything on the premises without prior permission from the Cultural Services Manager.
- e) All stage and technical equipment, furniture and kitchens must be left in the same condition as they were at the start of the let.

## **Specific Management Rules for Library Learning Centres.**

### 1. Conditions of membership

- a) All citizens of Angus may register as Library Learning Centre members. Where an applicant is already a member of an Angus library, then possession of a valid library card will allow them to join as a Library Learning Centre member.
- b) Where an applicant is not already a library member then they must join as a member of the library following the normal membership procedure in providing two pieces of identity, one of which must contain a current address and have a signature.
- c) Where an applicant applies to join as a Library Learning Centre member and does not live or work in Angus then they will be offered temporary membership as a visitor. This will entitle them to use the facilities of the Library Learning Centre. No charge will be made for temporary members.
- d) All users of the Library Learning Centre must complete a membership application form, which contains a contract of acceptable use of computers.
- e) All users under the age of 16 must have their applications signed by a parent or guardian.

### 2. Use of Library Learning Centres

- a) Access to Library Learning Centre facilities will only be available during normal library opening hours.
- b) The minimum booking period will be 30 minutes with the maximum booking period being 2 hours. However if there is a machine free at the end of any booked period then the booking period may be extended by a further 30 minutes.
- c) Bookings may be made in person or by telephone at any library.
- d) All sessions will end 15 minutes before the library closes to allow staff to log off all the terminals.
- e) An Angus Council Cultural Services library membership card must be produced before a member can log onto a computer.
- f) All Library Learning Centre materials will be issued to members for use within the Library Learning Centre only.
- g) Internet access, use of hardware and learning resources will be free to all Library Learning Centre members.
- h) A charge of 10 pence per sheet will be made for black and white printed copies, 30 pence per sheet for colour copies and floppy disks will be available at a cost of £1.00 per disk.
- i) In order to comply with the Data Protection Act and to maintain the integrity of any passwords staff will log Library Learning Centre users on for all sessions and off when those sessions have been completed.
- j) Individual email or user accounts will not be set up for Library Learning Centre members. All members will be directed to register for email with one of the free email services currently on offer through the Internet.
- k) Staff will log all faults and those that cannot be fixed on site will be reported to the IT help-desk noting the fault log number. All fault logs will be maintained in a central binder.

- l) Failure to comply with the undernoted conditions will result in members having their Library Learning Centre membership suspended for such period as the Cultural Services Manager deems appropriate.

Members are prohibited from:

- Altering the hardware, software or system set-ups in any way
- Using any software other than that provided in the Learning Centre without specific permission of Angus Council
- Copying files to the hard disk
- Sending or receiving pirated software or in any way breaching specific permission of Angus Council
- Sending or forwarding messages that are offensive to other users
- Using the Internet in any way that offends decency
- Hacking or attempting to hack into other systems
- Using the computer for purposes clearly in conflict with the interests of Angus Council is forbidden and in particular the Council will not tolerate the use, or attempted use, of the computer for: any message that could constitute bullying or harassment e.g. on the grounds of sex, race or disability; jokes, cartoons chain letters or games; online gambling; accessing pornography; downloading or distributing copyright information.

### 3. Management and Memberships Statistics

- a) All membership records will be entered onto our automated circulation system which will allow us to analyse use by age, sex or postcode using the Dynix RECALL Management System.
- b) Statistics that are available from the system will include cumulated Library Learning Centre membership obtained from the Dynix membership statistics which can be broken down by library and daily totals of Library Learning Centre materials used.

## Definitions

In these Management Rules:-

“Council” means Angus Council

“Libraries” means the libraries section of the Cultural Services Division of Angus Council’s Department of Leisure Services.

“Library material” means printed material and such other media or articles as may from time to time be included in the stock of the Council Libraries

“Library user” means any person having the right, under these Rules, to the use of the libraries.

“Library premises” means Arbroath, Brechin, Carnoustie, Forfar, Kirriemuir, Monifieth and Montrose libraries ; Edzell, Friockheim, Letham, Newtyle part-time libraries; and the Mobile Library vehicles; and such other premises as may be used from time to time by the Council for the provision of library services.

“Service Point Manager” means the librarian, museum curator, Council officer responsible for the facility, and all authorised members of staff.

“Museums” means the museums section of the Cultural Services Division of Angus Council’s Department of Leisure Services.

“Museum premises” means Forfar Meffan Museum & Gallery, Arbroath Signal Tower Museum, Montrose Museum, Kirriemuir Gateway to the Glens Museum, Brechin Town House Museum, Arbroath Art Gallery, William Lamb Studio; and such other premises as may be used from time to time by the Council for the provision of museum services.

“Halls and Theatres” means the halls and theatres section of the Cultural Services Division of Angus Council’s Department of Leisure Services.

“Hall premises” means Brechin City Hall, Edzell Inglis Memorial Hall, Forfar Reid Hall, Kirriemuir Town Hall, Montrose Town Hall, Arbroath Webster Theatre and such other premises as may be used from time to time by the Council for the provision of halls and accommodation lets services.

“Theatre premises” means Arbroath Webster Theatre and such other premises as may be used from time to time by the Council for the provision of theatrical performances and services.

“Authorised member of staff” means any person who works, either full time, part time or voluntary, under the name of the Cultural Services Division of Angus Council’s Department of Leisure Services in either the facilities themselves or elsewhere in pursuance of their duties.