



THE HIGHLAND COUNCIL

CIVIC GOVERNMENT (SCOTLAND) ACT 1982

PUBLIC ENTERTAINMENT LICENCE

NAME: NETHY BRIDGE COMMUNITY CENTRE

ADDRESS: PER THE POST OFFICE, NETHY BRIDGE, PH25 3DA

Day to Day Manager: DAVID V CARROTT

The above-named is hereby licensed to use the premises shown on the plan annexed and signed as relative hereto

NETHY BRIDGE COMMUNITY CENTRE, DELL ROAD, NETHY BRIDGE

as a place of public entertainment in terms of Section 41 of the Civic Government (Scotland) Act 1982, subject to the undernoted conditions.

The Licence shall expire on **19 AUGUST 2017**

Date:- 28 November 2014

sg
pp
ALAISDAIR H MACKENZIE
LEGAL MANAGER

CONDITIONS

1. The number of persons admitted to the premises at any one time shall not exceed:- **200**.
2. The Conditions contained in the Schedule attached hereto.

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CIVIC GOVERNMENT (SCOTLAND) ACT 1982

PUBLIC ENTERTAINMENT LICENCE SCHEDULE OF CONDITIONS

DEFINITIONS

Within the conditions applicable to the undernoted licence, the following definitions shall apply: -

- 1.1 "This Licence" or "the Licence" means the Licence noted hereunder and for the avoidance of doubt shall include all the Conditions attached to it either as under noted or by way of reference;
- 1.2 "The Licensing Authority" means the Highland Council and any officer authorised to act on its behalf in terms of this Licence;
- 1.3 "The Licence Holder" means the person (or if a non natural person the incorporated company) named in the Licence;
- 1.4 "The Premises" means the premises specified in clause 2.2 of this Licence;
- 1.5 "Patrons" or "Public" means persons admitted or seeking admission to the premises for the purpose other than the performance of duties in connection with the entertainment being provided;
- 1.6 "Firemaster" means the Firemaster of the Scottish Fire and Rescue Service or his/her authorised Depute within the relevant Highland Council area.
- 1.7 "The Act" means the Civic Government (Scotland) Act, 1982.

2. LICENCE HOLDER AND PREMISES

2.1 Licence Holder

This Licence is granted to **NETHY BRIDGE COMMUNITY CENTRE, PER THE POST OFFICE, NETHY BRIDGE, PH25 3DA.**

2.2 The Premises

The premises to which this Licence applies are located at **NETHY BRIDGE COMMUNITY CENTRE, DELL ROAD, NETHY BRIDGE, PH25 3DA** as detailed on the plan annexed to this licence.

- 2.3 Unless otherwise authorised in writing by the Licensing Authority, the premises shall be used for Public Entertainment only during the hours of **9.00am to 1.00am - seven days a week.**

3. DURATION

The Licence is granted on the **28th day of November 2014** and is valid "subject to the terms of the Act" up until the **19th day of August 2017**.

4. LICENSED USE

The use of the premises by the public for money or monies worth is restricted to the following forms of entertainment or recreational activities and matters wholly ancillary thereto, namely:- **b) premises used for exhibitions; d) premises used for health and fitness activities; k) discos and dances; l) musical performances; m) lectures and illustrated talks and n) concerts.**

The number of persons admitted to the premises during the event at any one time shall not exceed 200. The occupancy capacity limit of the premises, that is the limit on the number of people permitted to occupy the premises at any one time, as specified herein, shall be determined by the Licensing Authority in consultation with the Firemaster and shall not be exceeded. The Licence Holder shall take appropriate measures to ensure that controlled drugs (within the meaning of Section 2 of the Misuse of Drugs Act, 1971) are not used on the premises.

5. GENERAL CONDITIONS

5.1 Licence Holder Not to Materially Alter Premises, etc Without Prior Authorisation

The licence holder shall not make or cause or permit there to be made any material change to the premises, without the prior written consent of the Licensing Authority.

5.2 Licence Holder to Retain Occupational Control of the Premises

The Licence Holder shall retain occupational control of the premises, except with the prior written consent of the Licensing Authority, such consent always to be conditional on any occupier complying with the conditions of the licence.

5.3 Premises to be Clean and Tidy

The premises shall be kept and, in due course, left in a clean and tidy condition to the satisfaction of the Local Authority, with arrangements being made for the storage, collection and disposal of waste or refuse during and after use of the premises all to the satisfaction of the Licensing Authority.

The Licence Holder shall ensure that all animal faeces are removed quickly and effectively from the Premises both during and after the event and that they are disposed of in a safe and hygienic manner and that any persons involved in the said removal and/or disposal shall follow such procedures as are necessary to achieve this with particular regard to personal hygiene and safety.

5.4 Restrictions on Use of the Premises

Use of the premises for pyrotechnics, lasers, other potentially hazardous special effects, firearms or any exhibition, demonstration or performance of hypnotism within the meaning of the Hypnotism Act 1954, shall not take place without the prior written consent of the Licensing Authority.

Application for such permission must be made in writing at least 14 days in advance of the planned entertainment and give full details of the proposed use. Further, in any event, the Licence Holder shall not exhibit any light which:-

- (i) by reason of its glare is liable to endanger aircraft or road traffic; or
- (ii) by reason of its liability to be mistaken for an aeronautical ground light or navigational ground light

6. CONDITIONS REGARDING HEALTH AND SAFETY

6.1 Safety of Services, Plant and Equipment

The Licence Holder shall satisfy the Licensing Authority as to the safety of any electrical or mechanical installation or safety of any relevant equipment associated with the operation of the premises.

6.2 Toilet Accommodation etc

- 6.2.1 The Licence Holder having regard to the likely numbers frequenting the premises, shall make adequate provision, to the satisfaction of the Licensing Authority with regard to sanitary accommodation and drainage facilities.
- 6.2.2 The Licence Holder shall ensure that all toilet requisites are provided and that all toilets are kept clean and in an orderly condition and shall designate a suitable person or persons for those purposes.
- 6.2.3 Facilities shall be provided in all female toilets for the hygienic disposal of sanitary towels.
- 6.2.4 Means of locking or otherwise securing doors to all water closets or individual shower rooms shall be provided.

6.3 Premises to be Provided with Adequate Supply of Wholesome Water

The Licence Holder shall ensure that the premises shall be provided with an adequate supply of wholesome water. The supply of drinking water shall be available during the course of an event, at all times free of charge and any drinking vessels provided must be clean.

6.4 Seating and Stages and Other Structures

Seating shall be designed, constructed and maintained so as to ensure safe use and allow free and ready access to all exits, all to the satisfaction of the Firemaster. Stages must be constructed and arranged so as to minimise the risk of fire. Stages and attendant fixtures and fittings (and for example, curtains, lights etc) must also be approved by the Firemaster.

6.5 Temporary Structures

Details of any temporary structures (with the exception of modular demountable staging previously notified to and approved by the Licensing Authority) to be erected on the premises shall require to be submitted to the Licensing Authority at least 14 days before any event together with, at the sole discretion of the Licensing Authority and at the expense of the Licence Holder, a Structural Engineers report or other such certification as the Licensing Authority may require. Such structures shall not be erected without the prior written authority of the Licensing Authority.

6.6 Management of the Premises

- 6.6.1 The Licence Holder shall ensure that an effective system is maintained for the management of the premises, and all events held therein, to ensure the health and safety and welfare of the public.
- 6.6.2 The Licence Holder shall ensure that adequate arrangements are in place in respect of fire precautions at the premises.

6.7 Fire Certificate

Where applicable, the Licence Holder must be in possession of a valid fire certificate in respect of the premises granted by the Firemaster, or failing which, a letter from the Firemaster confirming that the premises meet the standards required by the Firemaster.

7. ANCILLARY CONDITIONS

7.1 Adjoining or Neighbouring Premises

The Licence Holder must ensure that no noise arising from the use of the premises shall give rise to reasonable cause for annoyance.

7.2 Third Party Liability Insurance

The Licence Holder must provide proof that he holds third party liability insurance giving a minimum level of indemnity of FIVE MILLION POUNDS (£5,000,000) in respect of the licensed use. The Licence Holder must exhibit the policy and any receipt for premiums or any other document relating to the policy, to the Licensing Authority at, no cost to the Licensing Authority upon demand.

7.3 The Licence must be displayed in premises, replaced if required and produced when requested.

The Licence Holder must display the licence and a valid certificate of third party liability insurance, in the premises so that it can be read by any patron or person entering the premises. The licence must not be altered, erased or defaced and must be kept clean and legible. Should the licence be lost or become defaced or illegible the licence holder must obtain a replacement from the Licensing Authority on payment of the appropriate fee. The Licence Holder must produce this licence within five days when required to

do so by a Police Constable or authorised officer of the Licensing Authority or authorised officer of the Firemaster.

7.4 Return of Licence to the Council

The Licence Holder shall return the licence to the Licensing Authority within seven days of the following whereupon it shall cease to have effect:-

- (i) ceasing to use the premises as a place of public entertainment permanently
- (ii) on being notified of a decision by the Licensing Authority to vary the terms of or suspend the licence or the decision of a court to revoke it

7.5 Licence Holder not to Undertake Fly Posting

The Licence Holder or the Licence Holders servants or agents shall ensure that no fly posting is undertaken by the licence Holder or on behalf of the Licence Holder in respect of any performance or event taking place in respect of the premises.

7.6 Change in Circumstances

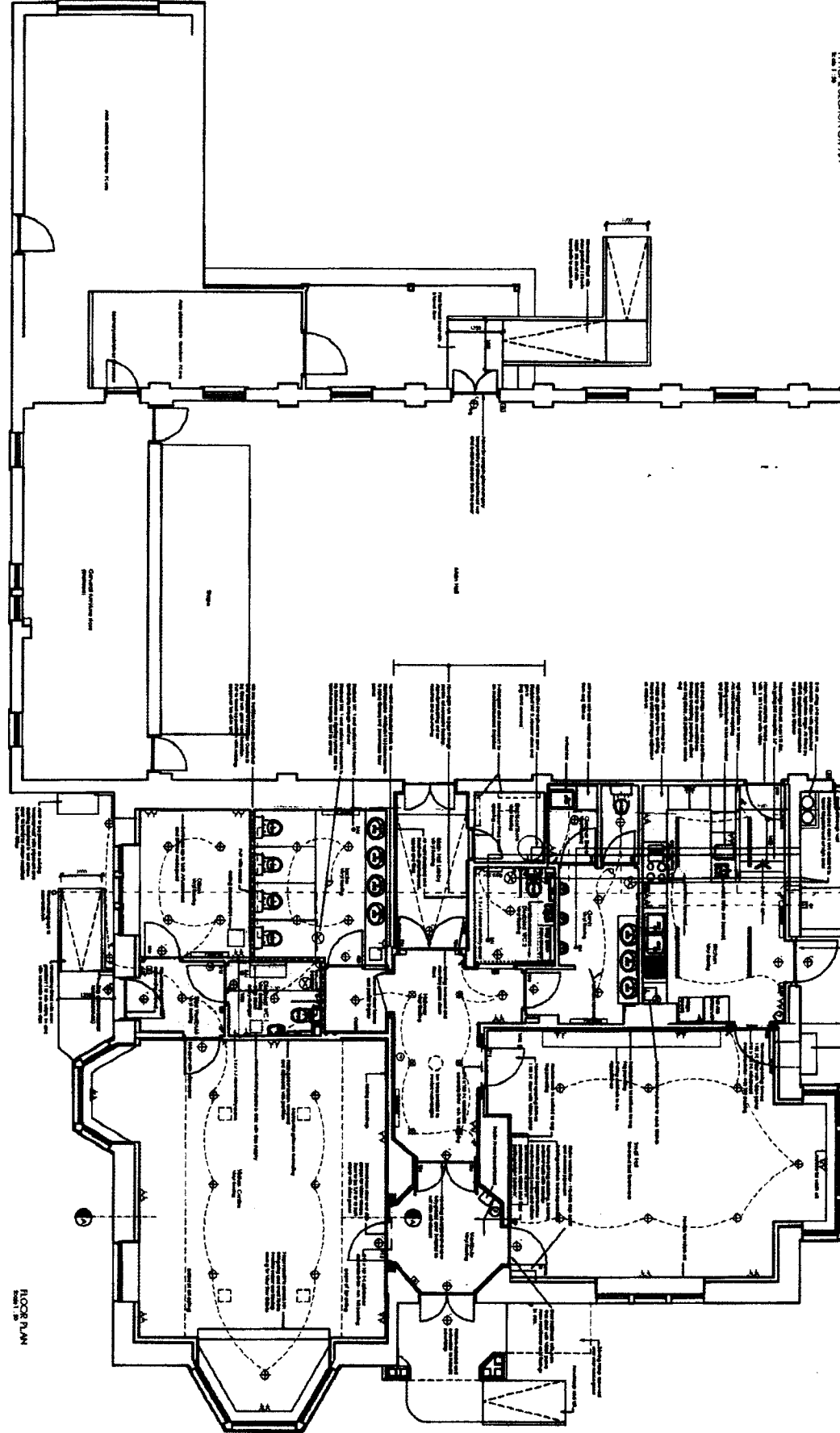
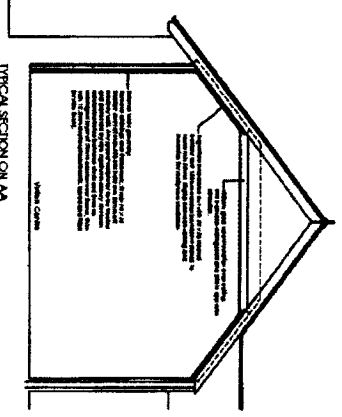
The Licence Holder must notify the Licensing Authority as soon as is reasonably practicable of any material changes of circumstances affecting the Licence Holder, the premises, or the licensed use, including any particulars referred to on the application for a grant or latest application for a renewal of a licence.

7.7 Performance of a Play

In the event that the premises are used for the performance of a theatrical play within the meaning of the Theatres Act 1968 then during the said performance this condition shall act as a temporary licence granted under the Theatres Act 1968 by the Council in favour of the licence holder and the premises detailed in Condition 2 of this licence. The temporary licence will last for the duration of the theatrical performance and shall be subject to the standard conditions of the public entertainment licence.

7.8 Application for Consent

Any request for any authorisation required in terms of this licence shall be made to the Legal Manager.



NOTES:
 1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IBC AND ALL APPLICABLE LOCAL ORDINANCES.
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITY.
 3. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL AUTHORITY.
 4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
 5. ALL UTILITIES SHALL BE LOCATED AND MARKED PRIOR TO ANY EXCAVATION WORK.
 6. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND STRUCTURES.
 7. ALL DEMOLITION WORK SHALL BE DONE IN ACCORDANCE WITH ALL APPLICABLE REGULATIONS.
 8. THE CONTRACTOR SHALL MAINTAIN A SAFE WORKING ENVIRONMENT AT ALL TIMES.
 9. ALL WASTE MATERIALS SHALL BE PROPERLY DISPOSED OF.
 10. THE CONTRACTOR SHALL MAINTAIN RECORDS OF ALL WORK DONE AND SUBMIT THEM TO THE ARCHITECT UPON COMPLETION OF THE PROJECT.

FLOOR PLAN
 Sheet 1 of 2

Andrew Keir
 ARCHITECT & DESIGNER
 1000 W. 10th Street
 Suite 100
 Ankeny, IA 50009
 Phone: 515.281.1111
 Fax: 515.281.1112
 Email: andrew@andrewkeir.com

Project: New Community Center / Addition / Renovation
Client: New Community Center / Addition / Renovation
Location: 1000 W. 10th Street, Ankeny, IA 50009
Architect: Andrew Keir, Architect & Designer
Project No.: 2013-0001
Date: 10/1/13

Legend:

- = Column
- = Wall
- ▭ = Door
- ▭ = Window
- ▭ = Stair
- ▭ = Elevator
- ▭ = Mechanical
- ▭ = Electrical
- ▭ = Plumbing
- ▭ = Fire
- ▭ = Other

Notes:

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