

Clachan Village Hall

Standard Terms and Conditions of Hire

The following terms and conditions apply to every hiring of Clachan Village Hall. Clachan Village Hall ("the premises") comprises the main hall, the small hall, the kitchen and the surrounding grounds and includes any equipment provided by the Hall for use inside or outside the hall. Any provision in these terms and conditions shall be construed accordingly. The terms and conditions apply also to hire of the marquee with like effect and appropriate modification, subject to any variation contained in the Marquee hire agreement.

1 The Hire Agreement

The Hire Agreement is an agreement made between the Village Hall and the hirer for the use of the village hall or any part of it specified in the hire agreement for any purpose which is included within these term and conditions or which is otherwise approved by the Bookings Secretary. The Hire Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation or any other right on or to the Hirer. The Hall Committee does not accept responsibility in respect of the loss of or damage to any property belonging to groups, individuals, or the Hirer.

2 The Hirer

For the purpose of these terms and conditions, the term Hirer shall mean an individual hirer, or the authorised representative of an unincorporated organisation, or the authorised agent of a corporate body, as listed in the Hire Agreement. By signing the hire agreement, the Hirer, not being a person under 18 years of age, thereby accepts responsibility for being in charge of and on the premises at all times (either personally or by a named representative) when members of the public are present and for ensuring that all conditions under the Hire Agreement are accepted and fulfilled.

3 Booking Procedure

3.1 Booking Form

All applications for hire of the hall shall be made by use of the Hall's Standard Booking Form, specifying the start date and time and end date and time of the period of hire and shall be submitted to the Bookings Secretary by email or hard copy.

3.2 Hire Charges

All applications for hire of the hall shall be accompanied by payment in full of the appropriate hire charge as specified in the current published Scale of Charges. For regular user groups see clause 10 below.

3.3 Deposit

In addition to the hire charge a deposit is also payable at the time of applying for a booking which will be held to help defray costs which might fall to be met by the Village Hall, including repair of any damage which may be caused to the hall or any furniture or equipment, or any costs which may be incurred by the Hall Committee in respect of cleaning or removal of rubbish. The deposit is specified in the Scale of Charges and should accompany the application for booking. The

deposit will be returned after the end of the hire provided the premises have been left in a clean, undamaged and orderly condition. Payment of the deposit does not absolve the hirer from their responsibilities for insurance and indemnity specified elsewhere in these terms and conditions.

3.4 **Payment of Charges**

All payments associated with the hire of the Hall will be made as follows:

- (1) By bank transfer direct to the Hall account -
Bank:
Name of Account:
Sort Code:
A/c No:
Ref: Name of Hirer and First Date of Hire (eg John Smith 03/03/2017)
- (2) By Paypal as follows.....
- (3) In another way at the discretion of the Treasurer.

3.5 **Confirmation of Booking**

Bookings are provisional until the appropriate payment is received and until confirmed by the Bookings Secretary in writing/e-mail.

3.6 **Cancellation of Booking**

- (1) Hire charges will not normally be refunded in respect of confirmed bookings. In the event that a hirer wishes to cancel a confirmed booking, a percentage refund of the hire charge and the total of the deposit will be re-paid as follows:
 - (a) Single booking – 50% if cancellation more than 1 month in advance
 - (b) Multiple bookings – cancellation policy as for single bookings with a negotiated amount according to circumstances
 - (c) Requests for cancellations must be submitted by email or in writing to the Bookings Secretary.
- (2) The provisions set out in clause 3.6(1) above apply to cancelled bookings; a booking may be re-arranged in consultation with the Bookings Secretary thereby avoiding a cancellation charge.
- (3) The Village Hall reserves the right to cancel at any time (including during a period of hire) a confirmed booking by giving notice by email/writing to the Hirer in the event –
 - (a) the premises are required for use as a Polling Station for a Parliamentary or Local Government by-election;
 - (b) the Village Hall Committee reasonably considers the hiring will lead to a breach of any of these Terms and Conditions; or of any statutory licensing conditions or other legal or statutory requirements, or unlawful or unsuitable activities are likely to take place at the premises;
 - (c) the premises become unfit through fire or other damage for the use intended by the Hirer
 - (d) of an emergency requiring use of the premises as a shelter for the victims of flooding, storm, fire, or other disaster.

In any such event, with the exception of the circumstances in (b) above, the Hirer shall be entitled to a refund of any hire charge and deposit already paid, but the Village Hall will not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

- (4) If a user with a regular booking wishes/or is willing to change a particular date with either another regular user or a prospective one-off user this should be done in consultation with the Bookings Secretary.
- (5) The Village Hall Committee will always be entitled to arbitrate on the use of the premises on any occasion and their decision will be final.

4 Responsibilities of Hirer

4.1 Supervision

- (1) The Hirer will be responsible for: supervision of the premises, the fabric and the contents; their care, safety from damage however slight, or change of any sort; and for the behaviour of all persons using the premises whatever their capacity, including proper supervision of car parking arrangements. As required by the Hall Committee, the Hirer shall make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for loss of contents.
- (2) The Hirer will ensure that children are under adult supervision at all times. Children under 12 years are not to use the kitchen except under adult supervision.
- (3) It is the responsibility of the Hirer to ensure that all requirements in terms of the Protection of Vulnerable Groups (Scotland) Act 2007 in respect of access to children or vulnerable adults are complied with including any Disclosure Scotland checks which may be required. If requested, the Hirer will provide the village hall management committee with a copy of their relevant Protection Policy and Disclosure Scotland certificates.
- (4) The Hall Committee reserves a right of entry to the premises at any time during the period of hire and the Hirer will allow such entry and co-operate with the Hall Committee's representatives.

4.2 Use of Premises

To gain access to the Hall the Hirer should uplift (and sign for) the key in accordance with directions given by the Bookings Secretary and retain it personally during the period of hire. The Hirer will use the premises only for the purpose described in the Hire Agreement. They will not sub-let or use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way nor do anything or bring onto the premises anything which may endanger any person or property or which may render invalid any insurance policies in respect thereof.

4.3 Licensable Activities

While the Hall possesses a licence for playing live or recorded music at non-commercial events, the Hirer will ensure that any activity, including any sub-contracted activity, which requires any form of licence is so licensed, including-

- in relation to the sale or consumption of alcohol;

- in relation to the performance of copyright music or film or other similar performance
- any required public entertainment licence
- in relation to the law relating to gaming, betting and lotteries

and that the conditions of any licence or any statutory or other legal provisions are complied with. Children and young people will be only view age-restricted films classified according to the recommendations of the British Board of Film Classification. Hirers should ensure that they have the appropriate copyright licences for film.

4.4 **Public Safety Compliance**

- (a) The Hirer will comply with all conditions and regulations made in respect of the premises by any Local or Public Authority, the Hall's Risk Assessment and Health and Safety policies, including in particular –
- (b) The maximum capacity of the Main Hall is – ??????;
- (c) The maximum capacity of the Small Hall is – ??????;
- (d) The Hirer acknowledges to have received a copy of the relevant Notices, and familiarised themselves with the following matters:
 - the action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the premises
 - the location and use of fire equipment
 - escape routes and the need to keep them clear
 - method of operation of escape door fastenings.
 - appreciation of the importance of fire doors and of closing them in event of fire.
- (e) At the commencement of the hire the Hirer will check the following items:
 - that all fire exits are unlocked and panic bolts in good working order
 - that all escape routes are free of obstruction and can be safely used
 - that any fire doors are not wedged open
 - that emergency exit signs are visible
 - that there are no obvious fire or other hazards on the premises
- (f) The Hirer will ensure the Fire Brigade is called to any outbreak of fire, however slight, and details thereof shall be given without delay to the Bookings Secretary
- (g) The Hirer will ensure that any spillages of liquids or other substances which may cause a hazard is cleaned up immediately
- (h) The Hirer is responsible for using all equipment (whether belonging to the hall or brought in) safely.

4.5 **Risk Assessment**

The Hirer must risk assess their use of the hall or surrounding grounds, including against the Hall's Generic Risk Assessment. Where specific events, such as a theatrical performance or other projects, might pose additional risks the Hirer will complete an additional risk assessment and will submit this to the Bookings Secretary before the hire commences. The Hirer will comply with any requirements of the Hall Committee in respect of ensuring a safe environment for everyone using the Hall.

4.6 **Electrical Equipment**

The Hirer will ensure that any electrical equipment or appliances brought by them to the premises and used there shall be safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989. Where a residual circuit breaker is provided, the hirer must make use of it in the interests of public safety.

The hirer will ensure electrical control equipment is isolated from the audience/performers and is operated by experienced persons and all portable equipment has Portable Appliance Test (PAT) certificates dated within the preceding 3 years.

4.7 Health and Hygiene

If preparing, serving or selling food, the Hirer will observe all relevant food health and hygiene legislation and regulations. In particular, dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations. The premises are provided with a refrigerator and thermometer. The refrigerator, and all pots, pans, utensils and crockery must be properly cleaned and washed and returned to the appropriate storage cupboards.

4.8 Smoking, alcohol and illegal substances

- (a) Smoking (including e-cigarettes or other similar nicotine vapour devices) is not allowed anywhere inside the buildings and outside only in designated smoking areas; and the Hirer will ensure compliance with this rule.
- (b) The Hirer will ensure that in order to avoid disturbing neighbours to the hall and avoid violent or criminal behaviour, care will be taken to avoid excessive consumption of alcohol. Drunk and disorderly behaviour will not be permitted either on the premises or within the grounds. Alcohol will not be served to any person who appears to be drunk nor to any person who is, or appears to be, under the age of 18 years
- (c) No illegal substances will be brought onto the premises (including the grounds) in any circumstances
- (d) Any person who appears to be drunk, under the influence of drugs or who behaves in a disorderly manner in any way will be required by the Hirer to leave the premises (including the surrounding grounds).

4.9 Heaters etc, Flammable Substances

The Hirer will ensure that no unauthorised heating appliances are used in the building without the consent of the Hall Committee. No portable Liquefied Propane/Butane Gas (LPG) appliances/cylinders, barbeques or any flammable substance (including fireworks) will be brought within the building.

4.10 Animals

The Hirer will ensure that no animals (including birds) except assist dogs are brought inside the building, other than for a special event agreed by the Hall Committee. No animals whatsoever are to enter the kitchen at any time.

4.11 **Noise**

The Hirer will ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. If sound amplification equipment is used (inside or outside) the Hirer will ensure it is kept at a reasonable volume and comply as follows –

- noise should be inaudible at the nearest property after 23.00
- amplified sound or live music inside the building should cease at midnight and the hall should be evacuated by 00.30 (except in special circumstances authorised by the Hall Committee).

4.12 The provision of any equipment (including for example play equipment such as bouncy castles) is the responsibility of the Hirer who will ensure that the use of such equipment is supervised by a suitably competent person and will take out suitable insurance as against any damage or injury that may occur arising from use of the equipment.

5 **Indemnity and Insurance**

5.1 **Liability of Hirer**

The Hirer, or as appropriate the corporate body for whom the Hirer acts as agent, will be liable for:

- (a) the cost of repair of any damage (including accidental or malicious damage) done to any part of the premises including the curtilage grounds thereof or the contents of the premises
- (b) all claims, losses, damages and costs made against or incurred by the Hall Trustees or Hall Committee, their employees, volunteers, agents or invitees in respect of damage to or loss of property or injury to persons arising as a result of the use of the premises (including the storage of equipment) by the Hirer
- (c) all claims, losses, damages and costs made against or incurred by the Hall Trustees or Hall Committee, their employees, volunteers, agents or invitees as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer

5.2 **Indemnity and Insurance**

The Hirer, or as appropriate the corporate body for whom the Hirer acts as agent, will indemnify and keep indemnified each Trustee and each member of the Hall Committee and their employees, volunteers, agents and invitees against all such liabilities as mentioned in clause 5.1 above. The village hall Committee may insure these liabilities and may claim on its insurance for any such liability of the Hirer but the Hirer shall indemnify and keep indemnified each Trustee and member of the village hall committee and the village hall's employees, volunteers, agents and invitees against (a) any insurance excess incurred and (b) the difference between the amount of the liability and the monies received under the insurance policy.

Without prejudice to the foregoing, where the village hall does not insure any of the liabilities described in clause 5.1 the Hirer shall take out adequate insurance to insure such liability or to insure any excess over the amount of insurance taken out by the Hall Committee. On request the Hirer shall produce the policy

and current receipt or other evidence of cover to the Hall Committee. Failure to produce such policy and evidence of cover will render the hire void.

6 Commercial Hire

6.1 Sale of Goods

If selling goods on the premises (including in the grounds), the Hirer will comply with any statutory requirements and with relevant regulations of any Local or other public authority and will observe Fair Trading Laws and any code of practice used in connection with such sales. In particular, the Hirer will ensure that the total prices of all goods and services are prominently displayed, as will be the organiser's name and address and other contact details, and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

- 6.2 A person who hires the premises for business, commercial, or political purposes must provide Public Liability Insurance (£5,000,000 minimum indemnity) and exhibit this at the time of making a booking; and the policy must indemnify the trustees and Members of the village hall committee against the full costs associated with any claim in respect of the liabilities mentioned in clause 5.1.

7 Accidents and Dangerous Occurrences

The Hirer must report all accidents involving injury to anyone on the premises to the Bookings Secretary as soon as possible and complete the relevant section in the village hall's accident book. Any failure of equipment belonging to the village hall or brought in by the Hirer must also be reported as soon as possible. A first aid box is located in the Kitchen.

8 No Alterations

No alterations or additions may be made to the premises nor may any fixtures be installed or permanent or semi-permanent placards, or other articles be attached in any way to any part of the premises without the prior written approval of the Hall Committee. Any alteration, fixture or fitting or attachment so approved will be removed at the end of the hiring and the hirer must make good to the satisfaction of the Hall Committee any damage caused to the premises by such installation or removal of any item, otherwise the Hall Committee will be entitled to remove any items and make good any damage and recover the cost from the Hirer.

9 End of Hire

At the end of the period of hire (and not later) the Hirer is responsible for leaving the premises and surrounding area in a clean and tidy condition (including removal of all rubbish away from the premises), lights and heating switched off, properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced, otherwise the Hall Committee will be at liberty to make an additional charge.

10 Regular User Groups

For regular “user group” bookings the Hirer is considered by Hall Committee to be leader/chairperson of that user group and is solely responsible for the obligations placed on Hirers by these Terms and Conditions. Regular user groups must reapply annually specifying the dates on which they wish to use the hall during the forthcoming year. In the case of local user groups making such regular multiple bookings, ie every week or month etc, payment of the deposit must be made at the time of booking and thereafter hire charges will be levied by monthly invoice payable within 30 days. Part or all of the deposit may be forfeit in the circumstances of default in the payment of any hire charges.

Current from 1 October 2017