

## Terms and Conditions of Hire

1. Application - Applications for hire of the Hall must use the on-line form, completed and forwarded to the Bookings Officer for consideration. If possible two responsible persons, aged 18 or over, should be identified, one to be deemed the Hirer, in charge of the Hall and supervising the event to comply with conditions of hire, including that related to alcohol where applicable (See 3 below). The Bookings Officer reserves the right to refuse any application for hire of the Hall without stating a reason. Where an organisation is mentioned with the Hirer's name, that organisation shall also be considered the Hirer and shall be jointly or severally liable hereon with the person who signs the form. A Hirer cannot sub-hire the Hall to another person/organisation.

2. Hire and Hire charges - Will be as agreed by the Village Hall Committee and as amended from time to time. A deposit may be required for one-off session hire with balance becoming due immediately after the event. For Regular Users payment should be within 14 days of invoicing. Late payment could lead to a penalty of 20% of the invoiced amount. In the event of the cancellation of a one-off session booking, within less than one month of the booked date, any deposit money paid will be refunded only if the Hall can be re-booked. The hire of the Hall does not entitle the Hirer to use or enter the premises at any time other than the specific hours for which the Hall has been hired, except to inspect the premises before an event by prior arrangement with the Bookings Officer.

3. Premises Licence (Licensing Act (Scotland) 2005) – This is an Act making provision about the regulation of the sale and supply of alcohol, the provision of entertainment and the provision of late-night refreshment, about offences relating to alcohol and for connected purposes. The objectives of the Licensing Act being: prevention of crime and disorder, public safety, prevention of public nuisance and the protection of children from harm. No alcohol can be sold or consumed on the Hall premises at an event unless permission is sought and obtained from the Bookings Officer at the time of booking. A Hirer's wish to consume or sell alcohol at their event can be brought to the attention of the Bookings Officer by ticking the appropriate 'Yes' box against the statement 'Hirer intends to consume / sell alcohol in the Hall' at the bottom of Page 1 of this document. Where permission is granted to the Hirer to consume or sell alcohol at an event, the Hirer must take all necessary steps to ensure no offences are committed under the terms of Licensing Act (Scotland) 2005 during the period of the hire. This includes, but is not limited to, the illegality of selling or supplying alcohol to underage persons with the Hirer taking all necessary steps to confirm an individual's age. Failure to apply these rules could mean the hirer is refused permission to hire the Hall for subsequent events. A full list of offences that can occur under the 2005 Act is available on request. All Alcoholic Drink (wine, draught beer etc.) served in the Hall must be served in marked volume measured glasses, and full measures given, regardless of whether the alcohol is included in an entry ticket price, given by donation or sold by the glass. This rule applies at any events at which members of the general public are present and alcohol is served. The only time when it does not apply is when the Booking is for a Private Party or there is a User Group Club Event for members only. No event can be advertised stating the availability of alcoholic drinks, whether free or not, without prior permission of the Bookings Officer. It is the responsibility of the Hirer to comply fully with these conditions.

4. Damage - The Hirer is responsible for all damage to the fabric of the Hall and any furniture and equipment contained therein. The Hirer will be required to pay for making good any damage or loss.

Prior damage to equipment and/or malfunctioning of equipment etc. must be brought to the attention of the Bookings Officer immediately. The Management Committee is not responsible for any loss or damage to Hirer's personal or other property brought to the Hall during the hire period.

5. Insurance - The Hall has Public Liability cover for individuals and/or groups hiring the Hall for private functions who have no public liability cover of their own. The cover is only provided for non-commercial activities, which are for the benefit of the local community. Any business hirer should arrange their own insurance.

6. Capacity - The maximum number of people allowed at any event in the Hall (including performers and/or helpers) must not exceed 90

7. Notices, Decorations and Equipment - No Hirer shall affix any fixtures or fittings to any part of the Hall. Notices may be displayed but only using Blue / White Tack. No flags, emblems or other decorations shall be displayed outside any part of the Hall without the previous consent of the Management Committee. In addition, no additional lights, light extensions or other electrical equipment shall be used without prior consent of the Bookings Officer

8. Hygiene, Cleanliness and Tidiness - Hirers intending to serve food or drink, even coffee and biscuits, should ensure that they maintain the correct level of cleanliness and hygiene as per the guidelines in the appropriate file kept in the kitchen. The Hirer shall leave the Hall in a clean and orderly state at the end of the session. Kitchen equipment, if used, must be left clean. At the end of hire, chairs should be stacked, tables collapsed and stored away as directed by the Bookings Officer. Hirers to provide their own tea towels if required. Hirers found to be consistently in breach of cleanliness standards will be required to pay a supplementary cleaning charge. The Management Committee reserves the right to impose extra charges at any time. These charges may include the costs associated with, but not exclusively associated with, leaving energy usage equipment on or water running.

9. Good Neighbour Policy - Hirers are asked to respect the fact that the Hall is in a residential area and noise / music volume should be kept to a respectable level and cease no later than 11.00 pm. Any Hirer wishing to have a booking extending beyond this time MUST seek approval of the Bookings Officer. Approval is only likely to be given on special occasions. Hirers must ensure that attendees leaving the Hall at the end of any session have been informed that they are departing into a residential area and should keep any noise to an absolute minimum whilst outside the Hall and surrounding area. Parking in the village is limited and the Hirers are asked to ensure that attendees at their event do not block access to neighbouring properties.

10. Safety - It is the responsibility of the Hirer to ensure all instructions, particularly emergency and evacuation procedures are followed. This is particularly important for seated audiences. The Management Committee operate a Health and Safety policy and carry out regular risk assessments.

Hirers are invited to make their own comments. A First Aid box is available in the kitchen and details of any accidents should be noted in diary/comment book along with details of any material(s) used from the First Aid supplies. There are fire extinguishers and fire alarms in the Hall. In the event of a fire of any kind, the fire brigade **MUST** be called by phoning emergency services.

**THE HALL IS A NO-SMOKING ZONE.** The Hirer shall comply with the 'prohibition of smoking in public places provisions' of the Smoking, Health and Social Care Act (Scotland) 2005 and associated Regulations and shall ensure also that all attending their event comply with the provisions and regulations also. Any person who breaches this provision and/or regulations will be asked to leave the Hall.

**YOUTH GROUP ORGANISATIONS.** The person or persons booking on behalf of an organisation in which there are young people under the age of 18 shall be responsible for showing that all legal checks (PVG Certification) necessary have been done.