

INNELLAN VILLAGE HALL (SC045136)

Innellan Village Hall is a registered charity registered with the office of the Scottish Charities Regulator and is managed by an elected Management Committee on behalf of a Board of Trustees appointed in accordance with the regulations set down by the Regulator.

TERMS & CONDITIONS OF HIRE

NOTICE TO HIRERS

The Charity holds Public Liability Insurance. However this extends only to those considered to be not for profit organizations. Any organization which does not appear to come within this category will be required to provide evidence of its own Public Liability Insurance cover before a booking can be confirmed.

1. CANCELLATION OF HIRING AND RIGHT OF ENTRY

The Board of Trustees reserves the right to cancel any hiring which, in their opinion, is objectionable or likely to be detrimental to the reputation of the Charity and to the immediate neighbourhood. Right of entry is reserved at all times by the Committee of Management or duly appointed agents. The premises shall not be sub-let by the hirer or be used by any person or persons other than those invited by the hirer or are members of the hirer's organization.

2. CANCELLATION OF RESERVATIONS

The Board of Trustees reserves the right to charge half rate for confirmed reservations cancelled between two and eight weeks before the date required and full rate if cancelled two weeks or less before the date required.

3. AVAILABILITY

In the event of the premises not being available at the time agreed for the commencement OF THE HIRE, OR AT ALL, THE Board of Trustees shall refund the hire charge for the period of non-availability but the hirer shall have no other claim or action against the Charity or Board of Trustees.

4. HIRE CHARGES

Regular users are invoiced with the hire charges and fees (if any) quarterly in arrears and become payable on receipt. An initial payment, to be determined by the Hall Booking Clerk, may be required at the start of the hire period. This will be refunded when the hire agreement ceases assuming that all hire invoices have been paid.

Non-regular hirers may be required to pay the full hire charge and fees (if any) on acceptance of the accommodation offered, unless a refund has been made pursuant to Clause 1 of the Conditions of Hire.

The Board of Trustees reserves the right to increase hire charges and fees for accommodation and facilities should operating costs increase substantially after acceptance by the hirer.

5. DAMAGE DEPOSIT

A damage deposit, payable at the discretion of the Board of Trustees by non-regular hirers, must be paid in advance of the hire commencing. The deposit, which is advised to the hirer by the Hall Booking Clerk, is refundable 14 days after the event, but the Board of Trustees reserves the right to deduct from this such sums as may be necessary to remedy any damage to the premises or contents caused by the hirer in breach of the Conditions of Hire and/or using the premises in excess of the period of hire. The hirer will also pay the Board of Trustees any excess sums over the amount of the deposit.

6. DAMAGE TO PREMISES etc

Please do not hang/affix anything (eg pictures/notices/decorations etc) to the furniture, walls, woodwork or fabric of the premises. Any damage to the premises, fixtures or equipment or loss suffered by the Charity arising out of, or in any way connected with the hiring of the premises, will be made good by the Board of Trustees and will charge the hirer with the cost thereof.

The Board of Trustees shall not be liable for any claim for personal injuries to the hirer, any person employed by or voluntarily assisting the hirer, or any member of the public, including any member of any organisation represented by the hirer attending or assisting in any way with the event for which the hire has been agreed. Nor for any loss or damage of any kind which may arise in consequence of any activities or operations carried on by the hirer nor for any claim, proceedings or expenses in respect thereof except any claims which may arise through the negligence of the Board of trustees solely as the managers of the Hall. It shall be the responsibility of the hirer to effect such insurance as they consider fit and necessary in respect of their use of the Hall and the hirer agrees to indemnify the Board of Trustees against any claim in respect of personal injury, loss or damage to [property arising from the hire of the Hall

7. LOCAL AUTHORITY and OTHER REGULATIONS

The hirer shall observe any rules and regulations that may be issued by Argyll & Bute Council relating to the use of, or to any function to be held in the premises. The hirer acknowledges that all parts of the Hall are subject to the legislation prohibiting smoking in enclosed areas and accepts responsibility to take all reasonable steps to ensure compliance with this legislation. Similarly the hirer accepts responsibility for compliance with liquor licensing legislation and undertakes to take all reasonable steps to ensure compliance with same. Further the hirer agrees to indemnify the Board of Trustees against any legal action, fine or penalty which may result from the hire of the premises. In respect of any hire involving children, young people and vulnerable persons, the hirer confirms they are familiar with any current publications/guidance relating to children and young people or vulnerable persons issued by the Scottish Government or Scottish Executive or any document derived from these publications and endorsed by an accredited agency; that they have an understanding of it and undertake to follow the code of practice contained therein for working with young people, children under 16 years of age and vulnerable persons. The hirer will be required to sign a declaration to this effect.

8. CONDUCT OF PERSONS ON THE PREMISES

The hirer undertakes to take all reasonable steps to properly supervise those persons present for the setting up of the event, the duration of the event and the clearing of the hall at the conclusion of the event and similarly to take all reasonable measures to ensure that only those legitimately entitled to be present are admitted. The hirer shall be responsible for the conduct of all persons attending their booking, and must ensure that unsociable behaviour, undue noise, both inside and in the immediate environs outside the premises, does not take place during the period for which the premises are hired in their name. The hirer will ensure that people attending activities do not enter any part of the premises (except toilets) other than the area(s) reserved for the hirer. The hirer shall also be responsible for ensuring people leaving the premises do not cause annoyance to nearby residents. When vacating the premises, especially late at night, hirers are requested to do so without causing undue noise and disturbance to nearby residents. The Board of Trustees may impose additional restrictions at its discretion.

9. KEYS TO THE PREMISES

Keys to the premises are issued to the hirer as the Charity does not employ a caretaker. The keys

unlock the top and middle locks to the single entrance door. Arrangements for the collection and return of the keys are to be made with the Booking Officer. Additional keys for use by regular hirers may be obtained from the Booking Officer and charged at cost.

10. CHAIRS AND TABLES

These are available for the hirer to use but before leaving the premises the hirer must return any tables to where they are stored and stack the chairs in the store off the main hall – all as in the Booking

Notes. Any chairs removed from one room to another must be returned at the end of the hire period. Any damaged or broken tables and chairs must be reported to the Hall Booking Clerk.

11. ELECTRICAL EQUIPMENT

All electrical equipment brought into the premises must be in good condition and meet current safety standards. All electrical equipment, displays, staging/scenery materials and other equipment utilized by the hirer shall conform to all relevant regulations laid down locally and nationally. Connections to be made to the electrical power supply other than by 13 amp fused plugs shall be subject to written approval in advance by the Board of Trustees. All cables crossing floor areas to which persons have access shall be taped throughout their length. Cables shall not be laid across exit doors or evacuation routes. All doors and corridors within the building and providing safe means of exit from the hired area shall be kept clear and fire exit signs will be visible at all times. If any failure of, or damage to, the premises electrical installation is caused by the hirer's faulty electrical equipment, the hirer will be held responsible for all costs arising therefrom. The Board of Trustees disclaims all responsibility for claims and costs arising from the use of such equipment.

12. KITCHEN

When the kitchen is used by the hirer, all equipment and work surfaces must be left in a clean condition before leaving the premises. The electric cooker and refrigerator should be left switched on and the water heater switched off. All gas appliances must be switched off. Any damage or malfunction of the equipment must be reported to the Hall Booking Officer. The cost of repairs or replacement of equipment, crockery etc damaged during the hire period may be charged to the hirer. Tea towels are not provided but if those belonging to the hall are used they must be laundered and returned to the hall within five days.

13. FOOD HYGIENE REGULATIONS

Raw/Fresh food (eg uncooked meat/ fish/poultry etc) cannot be prepared for consumption on the premises. Food prepared or cooked and brought in from private houses, restaurants or takeaways may be reheated/prepared for consumption on the premises.. It is the sole responsibility of the hirer to be familiar with and abide by current relevant food hygiene and safety requirements as applicable to the preparation, storage and service of food and to ensure that those preparing or serving food are similarly aware and supervised.

15 HEATING

The heating system is controlled by ON/OFF switches on the time clock and follow printed instructions displayed. The hirer must ensure the heating is switched off before leaving the premises. No unauthorised heating appliances may be used on the premises.

16 HIGHLY FLAMABLE MATERIAL

The hirer will ensure that highly flammable materials, liquids or substances are not brought into the premises.

17 FIRE PRECAUTIONS

It is the hirer's responsibility to familiarize him/herself and others with the instructions in the event of fire detailed on the FIRE NOTICES displayed on the premises.

18 FIRE EXITS

Fire Exits should only be used in an emergency. If it is necessary to open Fire Exits to aid ventilation they must be securely closed from the inside at the end of the hire. They **MUST NOT** be used when leaving the premises at the end of a hire period as the doors cannot be made secure from the outside.

Fire Exits must be kept clear and free from obstruction at all times.

19 FIRST AID

A first aid box is located in the kitchen and must be returned after use. Any items removed from the box must be recorded in the Accident Book. An Incident Book is located in the entrance hall and all incidents must be recorded – time, date, detail, signature of person recording incident and name in block capitals. The Hall Booking Clerk must be informed of any serious accident or injury occurring on the premises.

20 LOSS OR DAMAGE TO PROPERTY

The Charity or Board of Trustees will not under any circumstances, make good or accept responsibility for any loss or damage to any goods or property of the hirer, or any other person, brought, deposited or left on the premises

21 PERFORMANCE OF PLAYS

When the premises are hired for the performance of plays, the hirer must comply with the Copyright Act and pay royalty fees to the publisher. The hirer will indemnify the Board of Trustees in respect of any breach of the requirement.

22 PERFORMANCE OF RECORDED MUSIC

Music played at private parties or other events/ functions is covered by the PRS for Music Licence issued to the Charity.

23 CLEANLINESS OF PREMISES

Before vacating the premises the hirer must place rubbish in tied rubbish bags in the bin. Rubbish bags must not be left by the side of the bins or outside. If there is too much to go into the bins it must be taken away by the hirer. As the Council will not take recycling items from our premises glass & plastic bottles/cans must be removed from the premises.

All hired equipment must be removed at the end of the hire period (or otherwise arranged with the Hall Booking Clerk). Failure to remove excess rubbish and/or hired equipment may incur the hirer an additional charge. Broken glass, crockery, etc must be bagged separately and a note put on the bag to indicate its contents. Dust pans/brushes (under kitchen sink) and mops are available in the kitchen, sweeping brushes and shovel in chair store.

24 VACATION OF PREMISES

The premises must be vacated punctually at the end of the hire period and left in a clean and tidy condition. Any faults/problems/damage must be reported to the Bookings Officer when returning the keys. Where reservations over-run the time agreed, an additional charge may be made at the discretion of the Committee of Management. When vacating the premises hirers are requested to do so without causing undue noise and disturbance to nearby residents.