



Boat of Garten Community Hall

Terms & Conditions

These conditions apply to all hiring(s) of Boat of Garten Community Hall. If the Hirer is in any doubt or unsure as to the meaning of the following, the Bookings Coordinator should immediately be consulted.

1. Supervision

The Hirer shall, during the period of the hiring, 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 the behaviour of all persons using the premises whatever their capacity, including proper supervision of car parking arrangements so as to avoid obstruction of the highway or to others and including any caterers employed by the hirer.

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. Use of Premises and Car Park

The Hirer shall not use the premises for any purpose other than that agreed for the let; and shall not sub-hire 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 the same or render invalid any insurance policies in respect thereof; nor allow the consumption of alcohol thereon without permission.

The Hirer (and members of the Hirer's organisation, if applicable) and invitees can use the Hall Car Park for the duration of the event, subject to there being suitable space(s) available; vehicles must only be parked in designated spaces or area; vehicles may not park in Craigie Avenue or cause any congestion in that area. Boat of Garten Community Hall cannot accept any responsibility for loss or damage (howsoever caused) to any vehicle or property left in the Hall Car Park (be it before, during or after the event/hiring).

3. Gaming, Betting and Lotteries

The Hirer shall ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.

4. Public Safety Compliance

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, the Licensing Authority or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children.

(a) The Hirer acknowledges that they have received instruction in the following matters:

- The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the hall.
- 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 all fire doors at the time of a fire.



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(b) In advance of an entertainment, play or similar the Hirer shall 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 exit signs are illuminated.
- That there are no obvious fire hazards on the premises.

5. Means of Escape

All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit.

6. Outbreaks of Fire

The Fire Brigade shall be called to any outbreak of fire and details thereof shall be given to the Bookings Coordinator.

7. Health, Hygiene and Food Preparation

The Hirer shall, if preparing, serving or selling food, 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 three refrigerators with thermometers). The Hirer's attention is drawn to the notice displayed in the kitchen relating to food hygiene and other regulations.

8. Electrical Appliance Safety

The Hirer shall ensure that any electrical 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 current Electricity at Work Regulations. Where a residual circuit breaker is provided the hirer must make use of it in the interests of public safety.

9. Use of Community Hall's Equipment

Equipment such as the Community Hall stage lighting, sound system, digital projector may only be operated by appropriately trained and experienced personnel and only when such operation forms part of the terms of the let.

10. Indemnity

(a) The Hirer shall indemnify and keep indemnified each member of the Community Hall Management, Directors and the Community Hall's employees, volunteers, agents and invitees against (i) the cost of repair of any damage done to any part of the premises including the curtilage thereof or the contents of the premises (ii) all claims, losses, damages and costs in respect of damage 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, and (iii) all claims, losses, damages and costs suffered or incurred as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer.



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(b) Any hirer who hires the Hall for commercial purposes shall take out adequate insurance to insure the Hirer and members of the Hirer's organisation and invitees against the Hirer's liability and all claims arising as a result of the hire, and on demand shall produce the policy and current receipt or other evidence of cover to the Bookings Coordinator. Failure to produce such policy and evidence of cover will render the hiring void and enable the Bookings Coordinator to rehire the premises to another hirer.

(c) All music and other entertainment providers (Disco, Band, etc.) require their own Public Liability insurance to perform in the Hall, and the Hirer shall ensure that this is in place.

Boat of Garten Community Hall is insured against any claims arising out of its own negligence.

11. Accidents and Dangerous Occurrences

The Hirer must report all accidents involving injury to the public to a member of the Community Hall Management as soon as possible and complete the relevant section in the Community Hall's accident book. Certain types of accident or injury must be reported on form F2508 to Highland Council within ten days of the incident. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

Any failure of equipment belonging to the Community Hall or brought in by the Hirer must also be reported as soon as possible to prevent potential accidents.

12. Explosives and Flammable Substances

The hirer shall ensure that:

(a) Highly flammable substances are not brought into, or used in any part of the premises and that (b) no decorations or display material of a combustible nature (e.g. polystyrene, cotton wool) shall be brought into the Hall without the consent of the Management.

13. No Smoking Policy

Smoking is not allowed inside the Hall building at any time. A cigarette bin is provided on the wall outside the front door.

14. Decorations and displays

Affixing decorations, signs, notices, slogans, flags, banners, paintings, pictures or similar by whatever means to any part of the Hall (be it internal or external) is not permitted at any time unless with written permission. The use of nails, staples, picture fixings are not permitted at any time.

The use of free standing screens and/or portable displays is permitted on the understanding that they do not block or conceal any exit, passageway or fire fighting equipment.

15. Heating appliances

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises.

16. Drunk & Disorderly, Anti-social Behaviour and Illegal Drugs or other substances

The Hirer shall ensure that in order to avoid disturbing neighbours to the Hall and avoid violent, criminal or anti-social behaviour, care shall be taken to avoid excessive consumption of alcohol; drunk and disorderly behaviour shall not be permitted either on the premises, property, land or its immediate vicinity. Alcohol shall not be served to any person suspected of being drunk nor to any person suspected of being under the age of 18. Any person suspected of being drunk, under the influence of drugs or other



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substances, or who is behaving in a violent, disorderly or in an anti-social way may be asked to leave the premises and environs.

No illegal drugs or substances may be brought onto the premises or land.

17. Animals

The Hirer shall ensure that no birds, animals (except guide dogs) or reptiles are brought into the premises, other than for a special event agreed to by the Community Hall Management. No animals whatsoever are to enter the kitchen at any time.

18. Compliance with The Children Act 1989

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of any or all of Child Protection Legislation, including The Children Act of 1989 and any subsequent legislation, and that only fit and proper persons who have passed the appropriate Criminal Records Bureau checks have access to the children (checks may also apply where children over eight and vulnerable adults are taking part in activities). The Hirer shall provide the Community Hall Management with a copy of their Child Protection Policy upon request.

19. Fly Posting

The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises, and shall indemnify and keep indemnified each member of the Community Hall's management committee accordingly against all actions, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

20. Sale of Goods

The Hirer shall, if selling goods or services on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales. In particular, the Hirer shall ensure that the total prices of all goods and services are prominently displayed, as shall be the organiser's full name, address and contact details, and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

21. Cancellation

If the Hirer wishes to cancel the booking before the date of the event and the Community Hall is unable to conclude a replacement booking, the question of the payment or the repayment of the fee shall be at the discretion of the Community Hall Management. In any case, the cancellation fee will be a minimum of £50 payable on cancellation. The Community Hall Management reserves the right to cancel this hiring by written notice to the Hirer in the event of:

(a) the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election

(b) the Community Hall Management reasonably considering that (i) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (ii) unlawful or unsuitable activities will take place at the premises as a result of this hiring

(c) the premises becoming unfit for the use intended by the Hirer



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(d) an emergency requiring use of the premises as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters.

In any such case the Hirer shall be entitled to a refund of any deposit already paid, but the Community Hall shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

22. End of Hire

The Hirer shall be responsible for leaving the premises (including the kitchen) and surrounding area in a clean and tidy condition, properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced, otherwise the Community Hall Management shall be at liberty to make an additional charge (such charge may include the full cost of re-decoration or repair, cleaning, etc. as and where appropriate).

23. Noise

The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. The Hirer shall, if using sound amplification equipment, make use of any noise limitation device available or provided at the premises and comply with any other licensing condition for the premises. Doors to the building should be kept closed during the event so that noise does not affect residents in nearby housing.

24. Stored Equipment

The Community Hall Management accepts no responsibility for any stored equipment or other property brought on to or left at the premises, and all liability for loss or damage is hereby excluded. All equipment and other property (other than agreed stored equipment) must be removed at the end of each hiring or fees will be charged for each day or part of a day at the hire fee per hiring until the same is removed.

The Community Hall may, in its discretion in any of the following circumstances, namely...

(a) in respect of stored equipment, failure by the Hirer either to pay any storage charges due and payable or to remove the same within 7 days after the agreed storage period has ended

(b) in respect of any other property brought on to the premises for the purposes of the hiring, failure by the Hirer to remove the same within 7 days after the hiring dispose of any such items by sale or otherwise on such terms and conditions as it thinks fit, and charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same.

25. No Alterations

No alterations or additions may be made to the premises or fixtures and fittings, nor may any fixtures, fittings or Hall property be removed. Should any such alteration, fixture, fitting or attachment be made it will become the property of the Community Hall, or be duly removed, made good or replaced by the Hirer to the full satisfaction of the Bookings Coordinator (or pay the full cost if any damage is caused to the premises or the Hall's fixtures or fittings by such action).

26. No Rights

The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.



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NOTES FOR USERS

(To be read with the Conditions of Hire and Hiring Agreement)

1. Please use online banking when possible for payments. Our account is held with the Bank of Scotland 80-05-40 Account no: 06001175 – please insert your invoice number as a reference. Alternatively cheques should be made payable to "Boat of Garten Community Hall".
2. Arrangements for collection and return of the Hall key should be made at the time of booking; collection and return of the key is normally on the same day. All preparation and tidying shall be done within the period booked.
3. The fire exits and passageways must be kept clear at all times.
4. In case of emergency, a wall mounted telephone is situated to the left of the Reception Desk.
5. The Hall operates a strict NO SMOKING policy throughout the entire building and hirers must ensure that this is complied with at all times (including any preparation and/or removal time).
6. Affixing decorations, signs, notices, slogans, banners, pictures, paintings or similar by whatever means to any part of the building (be it internal or external) **is not permitted** at any time unless with written permission. The use of nails, staples, picture fixings, screws, etc. are not permitted at any time.
7. If preparing, selling or serving food all concerned must observe and comply with the relevant food health and hygiene legislation and regulations. Attention is drawn to the notice about same in the kitchen.
8. At the end of the event or hire, all furniture should be returned to where it was stored. In the main Hall, this will normally be the storage areas; in the lounge, the tables and chairs should be stacked in the link corridor towards the stage door (but in any case clear of the fire exit door) and in the Committee room the chairs should be left around the tables and/or stacked away from wall surfaces.
9. The Hall must be left in a clean and tidy condition. Please use the blue bin at the entrance gate to recycle paper and cans. All glass should be placed in the village's bottle banks at the nearby lorry park. All other rubbish from the event/hire is to be placed in the green bin(s) at the entrance to the car park; any excess must be removed and disposed of by the hirer. All food waste must be removed from the premises by the hirer or his caterer. A bin for recycling paper/cans is available in the kitchen and in the office. Please ensure the kitchen is left clean and tidy and all crockery and other equipment is cleaned and put away.
10. Following the hiring, all items and/or equipment associated with the event belonging to the hirer or their suppliers must be removed from the Hall the same day; failure to comply will incur an extra charge.
11. Should you have any queries or questions, please contact the Bookings Coordinator at the earliest opportunity (or a Hall Director if the Coordinator is not available).

For further enquiries, please contact:

Lorraine MacPherson

01479 831506

lormac18@gmail.com



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Group/Organisation name	
Contact Name	
Contact Address	
Postcode	
Tel/Mobile	
Email	
Type of event/class	
Date/time of event	

I hereby confirm that I agree to the foregoing Terms and Conditions and agree to pay £10 key deposit refundable on return the key.

Signed

Date