

**Falkland Community Hall
Contract of Hire and Conditions of Use**



Falkland Community Hall

Contract of Hire and Conditions of Use

These Conditions of Use form a contract of hire and apply to all Hirings for Falkland Community Hall. If additional Conditions of Use are deemed to be required for some bookings; these will be advised at time of acceptance of the booking.

*It is important that you **read these Conditions of Use fully**, as they require you to accept specific responsibilities and liabilities. It is your responsibility to fully understand what is required – please ask the bookings secretary if you are unclear. The Contract of Hire takes effect from receipt of full payment. Scottish Law governs the contract in all respects.*

General

Any part of the building is available for hire for any lawful purpose, but the Management Committee reserves the right to refuse a booking request without giving any reason.

Reservations by persons aged less than 21 years old cannot be accepted.

In the event of a dispute arising regarding a booking/hire, the Management Committee's decision will be final and binding.

The Management Committee reserve the right to amend the Contract of Hire and Conditions of Use and Schedule of Hire Charges at any time.

The Hirer may only use the areas of the hall, which they have booked and paid for.

Health and Safety

The Hirer is solely responsible for the Health & Safety of persons attending their activity/event. Nothing shall be done, nor shall anything be brought on to the premises, which may create a risk to the building or its occupants.

The Hirer must be at the hall personally throughout the period of the let, under the terms of any hire, the Hirer is classed as the person responsible for fire safety and must ensure all persons attending the activity/event are aware of the location of fire exits and what to do in the case of a suspected fire. Guidance on fire safety is displayed on the notice board in the entrance vestibule.

Fire exits must be kept clear at all times.

The Hirer is also responsible for reporting of any accidents and defects. A basic First Aid Kit is situated in the Lomond room. All accidents should be reported in the hall's Accident Book, which is situated beside the First Aid Kit.

There is no telephone line at the hall. We recommend the availability of a mobile phone for all functions.

Legal

Smoking and the use of vapour cigarettes are not allowed in any part of the building at any time.

The Hirer must obtain a liquor licence if they intend to supply or sell alcohol either directly or indirectly during an event at which a charge is made.

It is the Hirer's responsibility to check with Fife Council whether they require a liquor, entertainment, gaming, and/or a market operator's licence.

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Legal cont'd

When applicable and to comply with the Public Entertainments Licence, the Hirer should have sufficient competent attendants on duty on the premises to assist people entering and leaving and generally supervising the event.

As a guide in addition to the Hirer, the number of attendants must not be less than two for up to 100 persons and three for up to 170, being the maximum capacity of Falkland Community Hall.

In addition to the Hirer, all attendants must be acquainted with the location of fire exits and what to do in the case of a suspected fire.

Additional attendants are required if those participating are mostly teenagers and young people.

Hirers of the hall who are holding events and/activities for children and vulnerable adults shall take all necessary precautions for their safety and ensure that all requirements of Disclosure Scotland PVG Scheme are complied with.

The Management Committee accepts no responsibility or liability for loss or damage to any stored equipment or other property brought on to or left at the Hall. All equipment and other property must be removed at the end of each hiring, unless by prior agreement with the Committee. The Committee reserve the right to make additional charges for any property not removed. No responsibility will rest with the hall, the Management Committee or hall volunteers should any damage and/or loss occur.

We are obliged by Fife Council to recycle all waste or we incur extra charges. Users are required to dispose of waste in the correct containers supplied throughout the hall. Failure to do so will incur additional charges being levied.

The Hirer shall, if preparing, serving or selling food, observe all the relevant food health and hygiene legislation regulations and register under The Food Safety Act with Fife Council. Contact the Food, Work & Safety Team at Fife Council 03451 555555 for guidance.

Hirers' Responsibilities

The Hirer will, during the period of hiring, be responsible for supervision of the premises, the fabric and the contents, their care, safety from damage and the behaviour of all persons using the premises, whatever their capacity. Children are not permitted in the kitchen.

The Hirer will be responsible for ensuring any electrical equipment brought into the hall has a valid Portable Appliance Test Certificate (PAT). Equipment not covered by a PAT certificate cannot be used.

The Hirer shall also ensure that sub-contracted activities such as mobile discotheques, bands etc. are fully insured against public liability for their operation and any electrical equipment has a valid PAT certificate.
***Smoke machines may not be used in the hall under any circumstances.
The use of fireworks, sparklers, candles or naked flames is not permitted.***

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Hirers' Responsibilities (cont'd)

When booking, please ensure you have allowed sufficient time for preparation and clearing up and that is reflected in the total period of hire required.

Access to the Hall will only be allowed at the start time specified on the hire agreement and the premises should be vacant at or before the end time, so as not to interfere with the needs of other users.

The Management Committee shall regulate the maximum occupancy of the various rooms within the hall and it is the responsibility of the Hirer to ensure these numbers are not exceeded.

The hall will be provided to the Hirer in a clean and functional condition.

It is the responsibility of the Hirer to return the premises to an equivalent condition at the end of the hire, including sweeping/mopping the floors, cleaning the kitchen and all waste is properly deposited in the correct containers or segregated and bagged in bin liners should the containers be full.

All tables, chairs and other equipment should be returned to their original position as found.

Failure to do so will incur an automatic additional charge of £50

The Hirer is responsible for making sure that the hall is not left unattended and unsecured at any time during, or at the end of the hire period.

The hirer shall pay in full for all damage (including accidental damage) to the hall, fixtures, fittings or contents and for loss of contents.

At the end of the hire please ensure that all lights and electrical appliances are switched off. Ensure all windows and outside doors are secured, including emergency exit doors.

Entry to the Hall

Entry to the hall is gained by means of an electronic fob and separate door entry code. Regular users will be issued with both at the start of their hire period.

Individuals and/or groups who hire the hall for one off events will be advised when they can collect an electronic fob and door entry code from the village shop. At the end of the hire the Hirer should deposit the electronic fob in the hall's letterbox, which is sited at the front door.

Failure to do so or loss of the fob will incur an automatic charge of £20

Cancellations

The Management Committee reserves the right to cancel a booking if deemed necessary for any reason. The Hirer will be offered an alternative time and or date for their booking. Should that prove not to be feasible, a full refund of all monies paid for the cancelled booking will be given.

If the Hirer wishes to cancel a booking either before or on the date of the event and the Committee is unable to conclude a replacement booking, the question of a refund of the fee paid shall be at the discretion of the Management Committee.