

# Spott Village Hall

## TERMS AND CONDITIONS OF HIRE

Enquiries and bookings for Spott Village Hall (SVH) can be made via the website:

<https://spottvillage.org.uk>

By agreeing to hire the SVH, either verbally, by email, or booking form, you agree to these Terms and Conditions. Bookings are at the discretion of SVH's Management Committee and managed by the booking secretary.

The section '**ON THE DAY OF YOUR EVENT**' can be found on **page 7** of this document. This includes the relevant details on managing your event. However, you are strongly advised to check all the details of the Terms and Conditions below.

### Covid-19 Guidance

People using the hall should follow the guidelines provided by the Scottish Government as in link:

<https://www.gov.scot/coronavirus-covid-19/>

### 1. Hirer

- 1.1. For the purposes of any SVH hire, the 'Hirer' shall be the person who makes the booking (or, as appropriate, the organisation that they represent).

### 2. Responsibility

- 2.1. The Hirer hereby accepts responsibility for being in charge of and on the premises at all times when the public are present and for ensuring that all conditions, under this Agreement, relating to management and supervision of the premises are met. The Hirer confirms that they are over the age of 18. As SVH is an unstaffed venue, for all public events, it is recommended that the Hirer produces a risk assessment to identify and address any potential hazards.

### 3. Supervision

- 3.1. For the duration of the hire period, the Hirer shall be responsible for: supervision of the fabric and the contents of the premises; 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 any children. As directed by the booking secretary, the Hirer may be required to pay for any damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for loss of contents. See section 5.1.1.

### 4. Use of premises

- 4.1. The Hirer shall not use the premises for any purpose other than that described and agreed at the time of booking and shall not sub-hire or use the premises or allow the premises to be used for any unlawful or unsuitable purpose or in any unlawful way nor do anything or bring onto the premises anything that may endanger the same or render invalid any insurance policies in respect thereof.

- 4.2. Alcohol may be consumed on the premises providing written permission is obtained from the booking secretary at the time of booking and certainly before the event. No alcohol is to be consumed by anyone under the age of 18.
- 4.3. If any alcohol is to be sold on the premises, then an occasional alcohol licence is required. This is the responsibility of the Hirer and can be obtained from East Lothian Council. The link to the relevant section of their website is here:  
[https://www.eastlothian.gov.uk/info/210571/licensing/12259/alcohol\\_licences/4](https://www.eastlothian.gov.uk/info/210571/licensing/12259/alcohol_licences/4)
- 4.4. DO NOT attach ANYTHING using any method to ANY PART OF THE BUILDING
- 4.5. DO NOT block neighbours' driveways when parking.
- 4.6. There is an 11pm cut-off time for events to minimise disturbance to neighbours.

## 5. Insurance and indemnity

- 5.1. The Hirer shall be liable for the following:
  - 5.1.1. The cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including the curtilage thereof or the contents of the premises. This will be up to £500. The SVH management committee have the option to reduce or waive this.
  - 5.1.2. All claims, losses, damages and costs made against or incurred by SVH management committee, their employees, volunteers, agents or invitees 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.
  - 5.1.3. All claims, losses, damages and costs made against or incurred by SVH management 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, and the Hirer shall indemnify and keep indemnified accordingly each member of SVH management committee and SVH's employees, volunteers, agents and invitees against such liabilities.
- 5.2. The Hirer shall be responsible for ensuring that it has all appropriate insurance in place in connection with the use of the premises.

## 6. Gaming/Betting/Music/Film copyright licensing

- 6.1. 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.
- 6.2. Spott Community Association (2019) hold a Music Licence for the SVH. The Hirer can therefore play music during their use of the SVH.
- 6.3. Children should only view films appropriate to the classified age-restrictions according to the recommendations of the British Board of Film Classification. Hirers should ensure that they have the appropriate copyright licences for film.

## 7. Children

- 7.1. The Hirer shall ensure that any children are appropriately supervised at all times.
- 7.2. In particular young children (under age 10) should be supervised when using the play area and outside of the building.

## 8. Public safety compliance

- 8.1. The Hirer shall comply with all conditions and regulations made in respect of the premises and the SVH's Fire Risk Assessment. This is particularly relevant for any event that constitutes regulated entertainment where alcohol is sold or provided or that is attended by children. The Fire Service is to be called to any outbreak of fire, however slight, and details shall be given to the SVH booking secretary.
- 8.2. The Hirer acknowledges that they have received instruction in the following matters:

- 8.2.1. The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the hall.
- 8.2.2. The location and use of fire equipment.
- 8.2.3. Escape routes and the need to keep them clear.
- 8.2.4. Method of operation of escape door fastenings.
- 8.2.5. Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.
- 8.3. The Hirer should ensure they are familiar with the location of the first aid box. This is in the Kitchen.
- 8.4. In advance of any activity whether regulated entertainment or not the Hirer shall check the following items:
  - 8.4.1. That all fire exits are unlocked and in good working order.
  - 8.4.2. That all escape routes are free of obstruction and can be safely used for instant free public exit.
  - 8.4.3. That any fire doors are not wedged open.
  - 8.4.4. That there are no obvious fire hazards on the premises.
- 8.5. SVH accepts no responsibility for the Hirer's use of ladders or other equipment in the premises and the Hirer should adhere to best practice and health and safety guidance in respect of any activities undertaken in the hall.
- 8.6. SVH advises that great care should be taken in moving any furniture in the premises (e.g. stacking chairs or tables). If any assistance is required, the Hirer should seek this and not risk any injury.

## 9. Noise

- 9.1. 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 be mindful of disturbing neighbours and the ensure that loud noise is minimised and stopped at 11pm.

## 10. Drunk and disorderly behaviour and illegal drugs

- 10.1. The Hirer shall ensure that to avoid disturbing neighbours and avoid violent or criminal behaviour; care shall be taken to avoid excessive consumption of alcohol.
- 10.2. No illegal drugs may be brought onto the premises.
- 10.3. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity at any time.

## 11. Health and hygiene

- 11.1. The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations.

## 12. Electrical appliance safety

- 12.1. 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.

## 13. Stored equipment

- 13.1. All equipment and other property (other than stored equipment) must be removed at the end of each hiring.
- 13.2. If necessary, arrangements can be made to store equipment within the SVH immediately prior to and shortly after an event, subject to their being space available. A fee may be chargeable, and this will be dependent upon the amount of equipment, space available,

time period required and other users requirements. Please discuss this with the SVH booking secretary at the time of booking. Please note clauses 13.4 and 13.5.

- 13.3. SVH accepts no responsibility for any stored equipment or other property brought on to or left at the premises. SVH management committee cannot be held liable for loss or damage of equipment whilst stored in the hall.
- 13.4. Fees may be charged for each day or part of a day if the Hirer fails to remove the equipment within the timescale agreed in accordance with clause 13.2.
- 13.5. SVH management committee may dispose or sell any equipment left in the hall more than 7 days after the agreed storage timescale in order to cover the costs of additional storage. The Hirer will be given two further days' notice of such action.

## 14. Smoking

- 14.1. The Hirer shall ensure that any user of the SVH do not smoke in the premises. The Hirer shall ensure that anyone wishing to smoke does so outside and disposes of cigarette ends, matches etc. in a tidy and responsible manner, so as not to cause a fire.

## 15. Accidents and dangerous occurrences

- 15.1. Any failure of equipment belonging to SVH or brought in by the Hirer must also be reported as soon as possible. The Hirer must report all accidents involving injury to the public to the SVH booking secretary as soon as possible (contact details at section 1.4 'On the day of your event' below).
- 15.2. Any spillages should be cleaned up immediately to avoid the risk of injury.

## 16. Explosives and flammable substances

- 16.1. The Hirer shall ensure that:
  - 16.1.1. highly flammable substances are not brought into, or used in any part of the premises; and
  - 16.1.2. no internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be used without the consent of the booking secretary. No decorations are to be put up near light fittings or heaters.

## 17. Heating

- 17.1. The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises when open to the public without the consent of the SVH booking secretary.

## 18. Animals

- 18.1. The Hirer shall ensure that no animals (including birds) except assistance dogs are brought into the premises, other than for a special event agreed to by the SVH booking secretary. No animals whatsoever are to enter the kitchen at any time.

## 19. Fly posting

- 19.1. 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 SVH's management committee accordingly against all actions, claims and proceedings arising from any breach of this condition.

## 20. Sale of goods

- 20.1. The Hirer shall, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales.

## 21. Cancellation

- 21.1. If the Hirer wishes to cancel the booking before the date of the event the following shall apply:
  - 21.1.1. Two weeks before the event a full refund shall be payable.
  - 21.1.2. Between two weeks and 48 hours before the event a refund will be made if SVH booking secretary is able to find a replacement booking.
  - 21.1.3. If less than 48 hours before the event the Hirer should not expect a refund. However, the repayment of the fee shall be at the discretion of SVH management committee.
- 21.2. SVH management committee reserves the right to cancel any hiring by written notice to the Hirer in the event of:
  - 21.2.1. the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election.
  - 21.2.2. SVH management committee 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.
  - 21.2.3. The premises becoming unfit for the use intended by the Hirer.
  - 21.2.4. 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.
- 21.3. In any such case the Hirer shall be entitled to a refund of any deposit already paid, but SVH management committee shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

## 22. End of hire

- 22.1. The Hirer shall be responsible for leaving the premises 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 SVH shall be at liberty to make an additional charge.
- 22.2. Particular care should be taken to ensure the doors are properly locked and the premises secure.

## 23. No alterations

- 23.1. No alterations or additions may be made to the premises, nor may any fixtures be installed, or placards, decorations or other articles be attached in any way to any part of the premises without the prior written approval of the SVH booking secretary. Any alteration, fixture or fitting or attachment so approved shall at the discretion of SVH remain in the premises at the end of the hiring. It will become the property of SVH unless removed by the Hirer who must make good to the satisfaction of SVH management committee any damage caused to the premises by such removal.

## 24. No rights

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

**Please see Page 7 – ON THE DAY OF YOUR EVENT**

## ON THE DAY OF YOUR EVENT

We hope you a successful, safe and enjoyable event. The following notes will assist:

### Covid-19 Guidance.

Please ensure you are familiar with the up to date Scottish Government guidance. Link here:

<https://www.gov.scot/coronavirus-covid-19/>

## 1. Opening and closing SVH

- 1.1. SVH will be opened for your hiring in advance of the time agreed. The premises must be secured and keys returned promptly after your event.
- 1.2. Please ensure that any outside caterers, contractors etc are aware of the hire period and that they may not be able to enter before or leave after the hire period.
- 1.3. After 11pm only those helping to clear up SVH should be on the premises. Failure to comply with this will result in forfeiture of your deposit.
- 1.4. Please telephone SVH booking secretary Anne Lyall in case of difficulty on 07814051289.

## 2. Safety

- 2.1. SVH has a No Smoking Policy.
- 2.2. In the event of a fire, SVH should be evacuated in an orderly manner using the appropriate exits, and the Fire Brigade called by dialling 999.
- 2.3. The exact location of the nearest telephone, fire exits, and fire extinguishers must be noted before SVH is occupied and the manner of opening the doors/escape routes should be made known to your guests.
- 2.4. Please take utmost care in moving chairs and tables in order to avoid injury. Please place chairs around the edge of the main hall and tables in the storeroom.
- 2.5. A first aid box is located in the Kitchen area.
- 2.6. A Defibrillator is situated in the telephone box across the road.

## 3. Power circuits/heating

- 3.1. The heating controls are located in the main hall. Please let the SVH Secretary know if you need SVH to be particularly warm or cold.

## 4. Car parking

- 4.1. There is limited parking on the main street in Spott. Please encourage guests to share lifts/transport wherever possible and be mindful of local residents.

## 5. Consideration for others

- 5.1. Please ask your guests to leave quietly at the close of your event. Car doors banging and loud talk may disturb local residents.
- 5.2. Do not fix decorations near light fittings or heaters. Ladders should not be used for safety reasons.
- 5.3. Please leave SVH clean and tidy and leave waste in the bins outside or take it home. In particular we ask you to ensure tabletops are wiped clean before being stacked.

## 6. Faults/ damage/ comments

- 6.1. Please report any faults or damage to the SVH booking secretary as soon as possible so that they can be rectified quickly. The SVH management committee welcome comments or observations that you may have about your hire of SVH.

Many thanks in advance for your help in adhering to these notes.