

# VENUE HIRE

## TERMS AND CONDITIONS

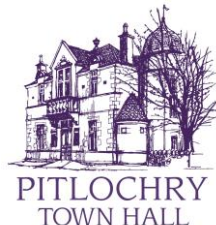
GENERAL CONDITIONS

HIRER RESPONSIBILITY

PRIVATE FUNCTIONS

SUMMARIES

**The Company**, Pitlochry Town Hall Charity (trading as Pitlochry Town Hall), reserves the right to amend these rules and conditions, and also to make any additional rules and conditions as necessary taking into account the requirements of the hall. For the purposes of these conditions the 'Hirer' will mean an individual hirer or, where the hirer is an organisation, the authorised representative. Please read these conditions carefully and ensure that you and your users adhere to them - this is your responsibility.



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## 1. General Conditions

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### 1.1 Confirmation: A booking is not confirmed until:

- 'One off' – booking form has been completed (online or in person), submitted and payment has been taken.
- Block / regular – booking form has been completed, submitted and booking confirmation received.

### 1.2 Scale of Charges:

For a full set of our hire charges please refer to our website [www.pitlochrytownhall.org/venuehire](http://www.pitlochrytownhall.org/venuehire). The company will decide which category applies to each let. Hire times will be rounded up to the next complete hour. The charge covers the provision of heating, normal lighting and basic use of the kitchen for making refreshments, if available.

### 1.3 Cancellations and Changes:

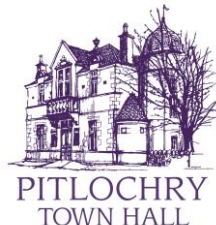
- Simple changes and rescheduling of bookings can normally be undertaken without charge. A fee may apply where administration time involved is extensive.
- For standard bookings full refunds will be given if cancelled with a minimum of 14 days notice
- Cancellations under 14 days and no less than 48 hours notice will receive a 50% part refund of the hall charge.
- Full hire charge will be payable if organisers give less than 48 hours notice to cancel the event or do not turn up for the intended let on the day.
- For whole building bookings (eg. weddings) full refunds will be given if cancelled with a minimum of 28 days notice
- Cancellations under 28 days and no less than 96 hours notice will receive a 50% part refund of the hall charge.
- Full hire charge will be payable if organisers give less than 96 hours notice to cancel the event or do not turn up for the intended let on the day.
- The Company reserves the right to cancel any booking at its absolute discretion. In the event of a cancellation, no liability will be accepted for any loss incurred and no compensation will be payable to the hirer or any other person in respect of such cancellation. Special circumstances include if the HALL is required as a polling station.

### 1.4 Payment:

The Hirer will be held responsible for payment of all charges in respect of the booking. Pitlochry Town Hall take no responsibility for any loss, act or omission by the bookee.

### 1.5 Hirers Liability Insurance:

1.5i The Hirer must ensure that when professional or specialist coaching is provided for the activities relating to the hire, those individuals are suitably trained and qualified. 1.5ii The Company will not be liable for the death of or injury to any person attending the activity which is the subject of the hire or any losses, claims, demands, actions, proceedings, damages, expenses or other liability incurred by the hirer except where any of the above is due solely to the negligence of the Company, their servants or agents. 1.5iii The Company will not under any circumstances accept responsibility or liability in respect of any damage to or loss of any goods, articles or property of any kind brought into or left at the premises either by the hirer or by any other person. 1.5iv When required and where indicated on a Booking Confirmation, the Hirer will indemnify the Company against all such liabilities as mentioned in 1.5ii. and 1.5iii. above and undertake to maintain a policy of public liability insurance to cover such indemnity. 1.5v No oil, chemical or other flammable substance will be allowed in any part of the building.



#### 1.6 Smoking / Drugs:

Smoking is not permitted in any part of any hall. During an event, it is the organiser who is responsible for ensuring those attending do not smoke. Enforcement officers can issue a £200 fine to the organiser and also £50 fine to each individual committing the offence. The organiser must not allow any person under the influence of illegal drugs or having illegal drugs in his possession to enter the hall, nor illegal drugs to be sold or consumed on the premises.

1.7 Sub Letting: The hall should not be sub-let without prior permission of the Company.

#### 1.8 Music:

If music is performed or reproduced by any method, the applicant will be required to pay a fee in respect of Performing Rights. This fee is calculated on the charging schedule issued by Performing Rights Society Limited (PRS).

#### 1.9 Equipment:

No furnishings or equipment will be hired out or loaned out from the building without prior agreement or arrangement with the Company. Any electrical equipment brought into the hall must be appropriately PATs tested. Appropriate risk assessments and supervision must be considered and applied.

#### 1.10 Flyposting:

In respect of an event it is not permitted unless prior permission has been granted by the Police. This is an illegal act under Section 100 of the Roads (Scotland) Act 1984.

#### 1.11 Child Protection:

Anyone who works closely with children or groups of vulnerable adults on a regular basis should be a member of the Protection of Vulnerable Groups (PVG) Scheme. Further information and guidance about the scheme is available from Disclosure Scotland at [www.disclosurescotland.co.uk](http://www.disclosurescotland.co.uk). All clubs and organizations must ensure that the following controls and procedures are in place: Vetting arrangements, as mentioned previously, for any adult working/helping or supervising activities with young people under the age of 18. In addition to this coaches and volunteers are required to have a qualification appropriate to the level they coach. Pitlochry Town Hall reserve the right to carry out spot checks of any individual or organisation to ensure they have the appropriate processes in place.

#### 1.12 Booking Times:

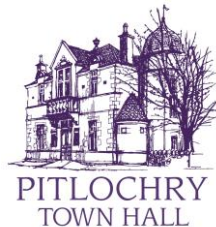
You will be able to access the hall 30 minutes prior to your hire time and the hall must be vacated and returned to its original condition 30 minutes after the end of the hire period. If additional time is required, this must be included within your hire time, or discussed in advance for special reasons. It is essential that these conditions are followed to ensure other bookings are not impacted upon.

1.13 Access: Pitlochry Town Hall representatives reserve the right to access any part of the hall at any time.

#### 1.14 Candles/Smoke Machines:

Please note we do not allow the use of candles or smoke machines. Our fire alarm systems are very sensitive and naked flames are strictly prohibited.

1.15 Bouncy Castles: Use of Bouncy Castles is not permitted.



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## 2 Hirer Responsibility

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2.1 Community Halls operate on a self-management model \* The hirer is responsible for all aspects of the booking, including:

- **Health and Safety:**

Organisers of the let should acquaint themselves with the position of fire points, emergency exit doors, light switches and access to a telephone.

- **First Aid:**

To arrange for suitable first aid facilities/personnel throughout the duration of the event, where appropriate.

- **Licensing:**

With any let involving the sale of goods, the applicant is responsible for ensuring the correct license, if any, is obtained. Contact should be made with the Licensing Board at Perth & Kinross Council, 2 High Street, Perth, PH1 5PH where license requirements and procedures will be explained.

- **Cleaning:**

The hirer is responsible for leaving the hall in its original condition. Cleaning equipment will be available. The hirer is also responsible for removing all rubbish generated by their event. A charge may be levied if the facilities are not left clean and in good order.

- **Security:**

The hirer is responsible for the security of the hall during the hire. The hirer is responsible for collecting and returning keys for the hall / making access arrangements. A deposit may be required until keys are returned.

- **Noise:**

Music should not be made audible by local residents after 10.00pm. The hirer is responsible for monitoring and controlling noise levels during and after the booking. Please be respectful to local residents when leaving the hall late at night

- **Equipment/Furniture:**

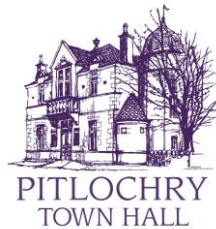
To return all equipment and furniture to its original location at the end of the booking, including chairs, tables etc.

- **Food Preparation:**

The HIRER shall, if preparing, serving or selling food, ensure all persons involved observe all the relevant food health and hygiene legislation and regulations.

2.2 The Hirer must ensure that appropriate levels of supervision are provided for the activities relating to the hire, including control of vehicles, equipment, spectators, competitors and officials. The Hirer shall provide on request, details of any individual providing supervision and where a hire involves children or vulnerable individuals, the Company may require the hirer to provide satisfactory evidence of "Disclosure" checks having taken place.

2.3 The Hirer must ensure that when professional or specialist coaching is provided for the activities relating to the hire, those individuals are suitably trained and qualified. The Hirer shall provide on request, details of any individual providing coaching including copies of certificates of qualification.



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### *3 Private Functions (Additional Information)*

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#### 3.1 Event Management Form:

This form must be completed for all private functions and returned no less than 14 days prior to the event along with the recoverable cash deposit.

#### 3.2 Security:

The applicant should arrange for a minimum of 2 responsible persons (need not be industry approved stewards), additional 1, for every 50 guests over 100 attending to preserve order and ensure compliance with safety and fire regulations to the satisfaction of the Company. All stewards must; (i) be 21 years of age or above, (ii) be clearly identifiable throughout the duration of the event, (iii) not consume any alcohol, (iv) be familiar with fire evacuation procedures for the building (this will be arranged prior to the event commencing), (v) responsible for access control and behaviour of all guests inside and immediately outside the hall before, during and after the event.

**3.3 Alcohol Consumption:** If it is intended to sell or dispense alcohol the Bookings Administrator must be notified. Although the applicant is responsible for obtaining the appropriate license, location and arrangement for bars should be discussed with, and to the satisfaction of, the Halls Manager.

**3.4** Where permission has been granted for the sale of alcohol, a charge of £50 may be levied. This fee is additional to the cost of hire and the license fee to take account of the increased associated risk with such events.

**3.5** "Bring Your own" will only be considered for Charity type Functions and at the discretion of the Company only.

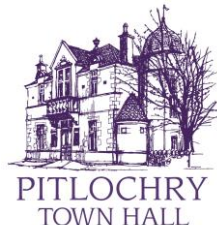
**3.6 Start/Finish Time:** Please give consideration to the expected start/finish time of your event. Any set up or breakdown of equipment must be allowed for within the duration of the let.

#### 3.7 Birthday Parties/Weddings:

- 18th Birthday Parties will not be accepted.
- 21st Birthday Parties will be accepted on the condition that a licensed bar is in place.
- Please give extra consideration to the time required to set up and break down the hall. For example: A wedding may require various companies to deliver on the day (flowers, linen, table & chairs, band, bar, catering etc).

#### 3.8 Refundable Deposit:

- All social Functions will require a minimum deposit of £100 payable 14 days prior to the date of the event the applicant will be held responsible for any damage to the hall, furniture or fittings and any property lost as a direct result of the event taking place and will be required to meet the cost of reparation in full. Any damage which is not disclosed could result in the retention of some, or all, of the recoverable deposit.
- After approx. 5-7 working days your deposit will be refunded, provided no additional costs have been incurred.



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### *SUMMARY OF EXTRA CHARGES*

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We reserve the right to apply these extra charges as per our Terms and Conditions:

- £30ph charge to bring in a Cleaner if areas used are not left in the same condition.
- A setting up fee of £30ph for specific layouts may be applied for certain events.
- Additional 5% fee for events with over 100 expected or actual attendees.
- £50 surcharge for external bar on the premises to offset the additional risk involved.
- Cost of any breakages or repairs as a result of misuse, mishandling.
- A minimum £100 Recoverable Damage Deposit for private and social functions.
- Any other costs incurred as a result of conduct by the Hiree or their Attendees.

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### *FIRE REGULATIONS*

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- In case of fire or suspected fire, first evacuate the building.
- Users must read all Fire notices and know locations of fire doors, exit routes, fire extinguishers, fire alarm call points
- Except when in use (and especially when the building is empty), all fire doors must be kept closed
- All exit routes must always be kept clear of obstructions, trip hazards and slip hazards. Cables should normally not be laid on floor but if there is no alternative, they must be properly covered with cable covers and not cross escape routes.
- The arrangement of chairs tables etc in both halls must always provide clear escape routes to the fire escape doors.
- No combustible waste material must be left outside against the walls of the Hall.
- All electrical equipment brought in by Users must have a current Portable Appliance Test (PAT) sticker.

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### *IN THE EVENT OF AN ACCIDENT OR EMERGENCY*

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- The HIRER must report all accidents involving injury to the public to the Town Hall bookings administrator as soon as possible and complete the Accident Book.
- In the event of an emergency please telephone the emergency contact number displayed on hall notice board.
- The HIRER shall note the location of fire-fighting equipment and comply with all fire precautions and evacuation procedures as per the "In Event of Fire" notices posted in the Hall. Smoking is not allowed anywhere on the premises and the HIRER shall ensure compliance with this rule.