**KILLEARN COMMUNITY FUTURES COMPANY** 

A company limited by guarantee established in Scotland in 2003

Company Number SC253299

KILLEARN

Registered Charity SC035472

Registered Office: Killearn Village Hall, Balfron Road, Killearn, G63 9NJ

# KILLEARN VILLAGE HALL CONDITIONS OF HIRE

# **General Conditions**

- 1. For the purpose of these conditions, the term COMMITTEE shall mean the Killearn Village Hall Operations COMMITTEE, which is a sub-committee of Killearn Community Futures Company (KCFC), the owner of Killearn Village Hall (KVH).
- 2. For the purpose of these conditions, the term HIRER shall mean an individual hirer, or, where the hirer is an organisation, the authorised representative as listed in the *Application for Hire*.
- 3. HIRERS are asked to respect the facilities provided by the Village Hall which is a valuable resource in our community. It is run by the COMMITTEE on your behalf and it is only with your cooperation that we can all fulfil our mutual aims.
- 4. The HIRER shall ensure that the minimum of noise is made on arrival and departure. Hires will terminate at 12 midnight unless dispensation is given in writing in advance.
- 5. The HIRER shall ensure that no animals, except guide dogs, are brought into the hall, without prior agreement.
- 6. If a representative of Killearn Village Hall is called out to the hall during a hiring to remedy a situation caused by improper use of the hall then an additional charge may be levied.
- 7. The premises shall not be used for public entertainment outwith the hours of 9.00am and 12 midnight unless special permission has been given by the COMMITTEE.

## **Booking Procedure**

- 8. All bookings must be made through the booking convenor. To book an event please, email: *killearnvillagehall@gmail.com*, telephone: 07920 504221, or use our on-line booking form. For an initial booking, or in the case of a single booking, the HIRER must complete an on-line application form which will be found on the website or alternatively return the print version of the form by post to *Killearn Village Hall, Balfron Road, Killearn G63 9NL*. The print version will be sent on request or you may download it from the website. At this time, the prospective HIRER shall confirm on the booking form that he/she/they accept these *Conditions of Hire*.
- 9. Bookings are provisional until confirmed in writing by mail or by e-mail and the appropriate payment is received.
- 10. The HIRER has access only to these parts of the Halls specified in the notice of *Confirmation of Booking*.

- 11. Payment for hire of the Hall or parts thereof in accordance with the current published *Scale of Charges* shall be made as follows:
  - Weddings and other single events over more than one day full payment of agreed hire rate to be paid at time of confirming the booking. (see also Cancellation Policy below). Payment to be received within 3 weeks of the booking being confirmed.
  - b. All other one off events, payment to be paid in full at time of booking.
  - c. For local organisations making multiple bookings, i.e. every week or month etc, invoices will be issued at the end of the month after each event and payment shall be made within 15 days.
  - d. For multiple bookings from HIRERS not resident within Killearn, payment for each block of 4 events or part thereof is to be made in advance.

# **Cancellation Policy**

- 12. In the event that a HIRER has to cancel a confirmed booking, a percentage refund of any upfront payment that has been made will be paid in accordance with the following timescales:
  - a. Weddings:
    - i. cancellation more than 6 months before the booked date 90%
    - ii. cancellation between 6 and 3 months before the booked date 50%
    - iii. cancellation less than 3 months before the booked date -10%
  - b. All other one off bookings:
    - i. cancellation more than 1 month before the booked date 50%
    - ii. cancellation less than 1 month before the booked date 10%
  - c. Multiple bookings: cancellation charges will apply on the same principle as for one off bookings with a negotiated amount to be agreed according to the circumstances.
- 13. Requests for cancellations are to be submitted by email or in writing.

#### **HIRERS' Responsibilities**

- 14. 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. (Please note that for safety reasons, the use of Slipperene Dance Floor Powder or equivalent is not permitted on the hall floor and please do not bring confetti into the hall / throw confetti inside the building.)
- 15. The HIRER shall not use the premises for any purpose other than that described in the hiring agreement 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 to bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof nor allow the consumption of alcoholic beverages thereon without written permission.
- 16. The HIRER shall be responsible for obtaining such licences as may be needed whether for the sale or the supply of alcoholic beverages (NB : if a BYOB agreement is required,

this should be signed and returned to the Bookings Convenor, 4 weeks prior to the event. ) or for the performance of entertainment and/or other such activities for which authorisation is required.

- 17. If activities involve the supervision of children or other vulnerable persons, it is the responsibility of the HIRER to ensure that all requirements of *Disclosure Scotland PVG Scheme* are complied with.
- 18. The HIRER shall ensure that any third parties providing services on the KVH premises have adequate public liability insurance for their operation and no liability shall attach therefrom to the COMMITTEE or KCFC.
- 19. 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.
- 20. The HIRER shall indemnify the COMMITTEE for the cost of repair of any damage done to any part of the property or the contents of the building which may occur during the period of hiring, as a result of the hiring.
- 21. At the end of the hiring, the HIRER shall be responsible for leaving the premises and surrounds in a clean and tidy condition, properly locked and secured unless directed otherwise and any contents which have been temporarily removed from their usual positions properly replaced, otherwise the COMMITTEE shall be at liberty to make an extra charge.
- 22. The HIRER shall ensure that all children on the premises are under adult supervision at all times.
- 23. 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 and cleaning the kitchen.
- 24. It is the responsibility of the HIRER to ensure that any rubbish accumulated during the hire is removed from the Hall and placed in the applicable recycling / general waste bins provided or taken away after the event. The hall does not have the capacity to collect and remove rubbish. The COMMITTEE will impose a charge to cover the cost of any additional work that may result from failure to observe this condition.
- 25. The HIRER must return after the event any keys provided for access to the hall promptly.

# Lost Property

- 26. All personal property left in the Hall is left at the risk of the individual. The COMMITTEE cannot take responsibility for personal items and equipment left in the Hall.
- 27. Details of any personal property left in the Village Hall will be entered into the lost property register and kept for 28 days. Details of items ( and if suitable with picture ) will be placed on the KVH website and facebook page. Items will be placed in a labelled box in the hope that the owner will retrieve it. To retrieve a lost item please , e-mail: killearnvillagehall@gmail.com, or phone the Hall Manager on : 07920 504221,
- 28. Any lost property left unclaimed after a period of one month will be deemed as 'gifted' to Killearn Village Hall and will be disposed of in the most appropriate manner e.g. reused for others' benefit within the Hall or donated to a charitable cause.

## In the Event of an Emergency

- 29. In the event of an emergency please alert the emergency services directly as applicable and please inform the Hall Manager on *07920 504221*. If the Hall Manager is unavailable, please telephone Fiona Rennie (07799 625993).
- 30. The HIRER shall note the location of fire alarms, fire exits and firefighting equipment and be prepared, in the case of emergency, to comply with all standard fire precautions and evacuation procedures.
  - In addition to the HIRER, all attendants should acquaint themselves with:
  - the location and use of fire equipment,
  - the escape routes and the need to keep them clear,
  - the necessity to close all fire doors,
  - the operation of escape door fastenings.
  - If it is necessary to evacuate the building the HIRER should instruct all parties to please assemble in the Health Centre Car Park directly across Station Rd.

## Risk Management

Please note that smoking is not allowed anywhere on the premises and the HIRER shall ensure compliance with this rule. Smoke machines and any form of candles may not be used in the hall under any circumstances, with the exception of battery-operated candles.

- 31. The HIRER shall, if preparing, serving or selling food, observe all the relevant food health and hygiene legislation and regulations including those detailed on any notice in the kitchen or other part of the halls.
- 32. The HIRER shall ensure that any electrical and gas appliances brought to the premises and used there, shall be safe, in good working order and used in a safe manner.
- 33. 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. 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 220, being the maximum capacity of the Halls. Additional attendants are required if those **participating are mostly teenagers and young people under the age of 18**.
- 34. We strongly advise that adequate wedding insurance is purchased by the HIRER in advance of the wedding date. HIRERS for other parties / events should also consider applicable event insurance.

A <u>generic risk assessment report</u> is published on the website and it is recommended that HIRERS should read it. Where specific events pose additional risks the COMMITTEE will produce a supplementary report and review it with the HIRER beforehand.

**GDRP and privacy** : please see <u>http://www.kcfc.co.uk/admin/GDPR policy.pdf</u> for our privacy policy. Killearn Village Hall will not share your data with any third parties without your consent and will only collect personal information relevant to bookings and keep any information collected securely and only for an applicable time period.