

Heiton Village Hall

Charity No. SCO 13764

Terms and Conditions of Let

1. All applications for hire of the premises shall be made on the appropriate application form. Unless expressly stated otherwise the person (over the age of 25 years) signing the form will be the Hirer and will be responsible for the hire charge. The facility must not be used for purposes other than those stated on the application form.
2. A risk assessment form is to be completed by the hirer (help available if required).
3. Where an organisation is named on the application form, that organisation shall be jointly liable with the Hirer under these Terms and Conditions.
4. Hire charges will be in accordance with the pricing policy operating at the time of let. In the event of cancellation by the Hirer of a confirmed booking, a cancellation charge may be made at the discretion of the hall committee.
5. Unless otherwise previously agreed, payment must be made prior to commencement of the hire period.
In the event of late vacation of the hall then each hour or part thereof will be charged at the prevailing hourly rate.
6. The Hirer, or Responsible Person designated at the time of booking, shall remain on the premises until they are vacated.
7. The Hirer is responsible for maintaining good order and behaviour when using the premises and may be required to provide stewards. Due regard must be paid to other users and nearby residents.
8. It will be the Hirer's responsibility to ensure that all equipment or property brought into the premises is in a safe and sound condition and complies with all relevant safety regulations. The Hall Committee reserves the right to exclude any equipment or property it deems unsuitable.
9. The Hirer shall be held responsible for any damage to the hall and/or its surroundings during the period of let and will be liable for all costs incurred in repairing such damage, forfeiting any deposit.
10. No posters, notices, drawings or other materials shall be fixed by any means whatsoever to any wall either inside or outside the premises without the express permission of the committee.
11. The Hirer will indemnify the Hall Committee from and against all actions and claims, including loss, theft, personal injury or damage to any properties belonging to the Hirer whilst in or immediately adjacent to the premises.
12. The Hirer shall ensure that he/she has obtained all necessary licences, including liquor, Performing Rights and trading licences. Hirers supplying alcohol for consumption on the premises should apply for an appropriate Licence from the authorities two months prior to the function. The Hirer is responsible for ensuring that no person under 18 years of age is sold, otherwise supplied, or is allowed to consume alcohol on the premises or in the immediate vicinity of the hall. The Hirer shall be responsible for taking action against any person using, allowing the use of, or supplying of drugs or other illegal substances in the hall or its environments.

13. Where applicable the hirer is required to ensure compliance with the Food Safety Act 1990, the Food Hygiene (Scotland) Regulations 2006/7 and any subsequent related regulations.
14. Hirers are expected to familiarise themselves with the facilities available and to ensure that they are adequate for the purpose intended.
15. The Hirer will be required to remove all reasonable waste, including bottles, and to leave the hall in a clean and tidy condition as it was found. Failure to do so will result in an extra charge being levied by the committee.
16. Anyone found attempting to use illegally, or otherwise tampering with, any safety, fire or heating equipment in the hall will be banned from the premises and the Hirer will be liable for consequential costs.
17. The Hall is by law a No Smoking zone. THIS INCLUDES Vaping.
18. No Smoke machines are to be used.
19. No infringement of the copyright act shall be committed by the Hirers. Hirers will relieve the Heiton Hall Committee from all claims there. The Hirers must accept the sole responsibility for their productions and performances, and the unauthorised use of copyright production is prohibited.
20. It is the responsibility of the Hirer to familiarise him/herself with the fire regulations, which will be displayed in the building. The Hirer shall regulate admissions so that at no time is the maximum capacity set by the committee exceeded.
To ensure compliance with current guidelines on fire and safety, any event held in the facility is required to be supervised by a Designated Responsible Person who will be responsible for the overall control of the function and, in particular, for taking control in the event of any emergency. Hirers are required to nominate on the application form the person who will act in this capacity. The individual must also be present throughout the duration of the event.
21. The committee reserves the power to cancel any booking at any time and will not be liable for any loss or damage arising from such a cancellation.
22. The committee will ensure compliance with the Conditions of Let and has the right to terminate or refuse admission at any time.
23. Bookings by any school shall be under the supervision of the Head teacher or delegated member of staff throughout the duration of the let.
24. Any disputes which may arise shall be settled by the Heiton Hall Committee whose decision shall be final.