

**TYNINGHAME VILLAGE HALL
("TVH")**

***A Scottish charitable incorporated organisation, registered number SC047531
Tynninghame Village Hall, Main Street, Tynninghame, EH42 1XL.
Regulated by the Scottish Charity Regulator (OSCR)***

TERMS AND CONDITIONS OF HIRE

Enquiries and bookings can be made by emailing: tynninghamebookings@gmail.com. Details of current hire prices are available on the website at: <https://tynninghamevillagehall.org.uk/>. By agreeing to hire the hall, verbally or by email or via a booking form, you agree to these Terms and Conditions. Bookings are at the discretion of TVH's committee.

1. Hirer

For the purposes of any hire of TVH, the 'Hirer' shall be the person who makes the booking (or, as appropriate, the organisation which 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. For any public events, as TVH is an unstaffed venue it is recommended that the Hirer produces a risk assessment to identify and address any potential hazards.

3. Supervision

For the duration of the hire period, the Hirer shall be responsible for: supervision of the premises, the fabric and the contents; 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 TVH Secretary or Caretaker, the Hirer shall make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for loss of contents.

4. Use of premises

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 which may endanger the same or render invalid any insurance policies in respect thereof nor allow the consumption of alcohol thereon without written permission. **The access road to the side of the hall should never be blocked as constant access is required by neighbouring residents.**

5. Insurance and indemnity

- 5.1. The Hirer shall be liable for:

- 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;
- 5.1.2. all claims, losses, damages and costs made against or incurred by TVH 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, and
- 5.1.3. all claims, losses, damages and costs made against or incurred by TVH 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 TVH management committee and TVH'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. Fireplace

The fireplace in the main hall may be used with due care. TVH will endeavour to maintain a supply of logs but cannot guarantee that these will be available. The fire guard must be kept in place when the fire is lit.

7. Gaming/betting/Music/Film Copyright licensing

- 7.1. 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.
- 7.2. The Hirer shall ensure that it holds relevant licences under Performing Right Society (PRS) and the Phonographic Performance Licence (PPL).
- 7.3. Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. Hirers should ensure that they have the appropriate copyright licences for film.

8. Children

The Hirer shall ensure that any children are appropriately supervised at all times.

9. Public safety compliance

- 9.1. The Hirer shall comply with all conditions and regulations made in respect of the premises and the hall's Fire Risk Assessment or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children.

- 9.2. The Fire Service is to be called to any outbreak of fire, however slight, and details shall be given to the secretary of the management committee.
- 9.3. The Hirer acknowledges that they have received instruction in the following matters:
 - 9.3.1. The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the hall.
 - 9.3.2. The location and use of fire equipment.
 - 9.3.3. Escape routes and the need to keep them clear.
 - 9.3.4. Method of operation of escape door fastenings.
 - 9.3.5. Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.
 - 9.3.6. Location of the first aid box.
- 9.4. In advance of any activity whether regulated entertainment or not the Hirer shall check the following items:
 - 9.4.1. That all fire exits are unlocked and panic bolts in good working order.
 - 9.4.2. That all escape routes are free of obstruction and can be safely used for instant free public exit
 - 9.4.3. That any fire doors are not wedged open.
 - 9.4.4. That there are no obvious fire hazards on the premises.
- 9.5. TVH 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.
- 9.6. TVH 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.

10. Noise

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, make use of any noise limitation device provided at the premises and comply with any other licensing condition for the premises.

11. Drunk and disorderly behaviour and supply of illegal drugs

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

12. Health and hygiene

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

13. Electrical appliance safety

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.

14. Stored equipment

14.1. TVH accepts no responsibility for any stored equipment or other property brought on to or left at the premises, and all liability for loss or damage is hereby excluded. All equipment and other property (other than stored equipment) must be removed at the end of each hiring or fees will be charged for each day or part of a day at the hire fee per hiring until the same is removed.

14.2. TVH may use its discretion in any of the following circumstances:

14.2.1. Failure by the Hirer either to pay any charges in respect of stored equipment due and payable or to remove the same within 7 days after the agreed storage period has ended.

14.2.2. Failure by the Hirer to dispose of any property brought on to the premises for the purposes of the hiring. This may result in TVH management committee disposing of any such items by sale or otherwise on such terms and conditions as it thinks fit, and charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same.

15. Smoking

The Hirer shall, and shall ensure that the Hirer's invitees, 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.

16. Accidents and dangerous occurrences

Any failure of equipment belonging to TVH 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 a member of TVH management committee as soon as possible. Any spillages should be cleaned up immediately to avoid the risk of injury.

17. Explosives and flammable substances

17.1. The hirer shall ensure that:

17.1.1. highly flammable substances are not brought into, or used in any part of the premises; and

17.1.2. no internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the management committee. No decorations are to be put up near light fittings or heaters.

18. Heating

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 management committee.

19. Animals

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

20. Fly posting

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

21. Sale of goods

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.

22. Cancellation

22.1. If the Hirer wishes to cancel the booking before the date of the event and TVH is unable to conclude a replacement booking, the question of the payment or the repayment of the fee shall be at the discretion of TVH. TVH reserves the right to cancel this hiring by written notice to the Hirer in the event of:

22.1.1. the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election

22.1.2. TVH 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

22.1.3. the premises becoming unfit for the use intended by the Hirer

22.1.4. 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.

22.2. In any such case the Hirer shall be entitled to a refund of any deposit already paid, but TVH shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

23. End of hire

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 TVH shall be at liberty to make an additional charge. In particular, care should be taken to ensure the fire guard is safely in place.

24. No alterations

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 Hall Secretary. Any alteration, fixture or fitting or attachment so approved shall at the discretion of TVH remain in the premises at the end of the hiring. It will become the property of TVH unless removed by the Hirer who must make good to the satisfaction of TVH any damage caused to the premises by such removal.

25. No rights

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

ON THE DAY OF YOUR EVENT

Opening and closing TVH

TVH will be opened for your hiring in advance of the time agreed. Keys must be returned promptly.

Please ensure that any outside caterers, contractors etc are aware of the hire period and that they will not be able to enter before or leave after the hire period.

Please telephone _____ in case of difficulty.

After 11pm only those helping to clear up TVH should be on the premises. Failure to comply with this will result in forfeiture of your deposit.

Safety

TVH has a No Smoking Policy.

In the event of a fire, TVH should be evacuated in an orderly manner using the appropriate exits, and the Fire Brigade called by dialing 999.

The exact location of the nearest telephone, fire exits and fire extinguishers must be noted before TVH is occupied and the manner of opening the doors/escape routes should be made known to your guests.

Please take utmost care in moving chairs and tables in order to avoid injury. Please stack chairs and tables in the storeroom.

A first aid box is located in the Kitchen area

Power circuits/heating

The heating controls are located _____. Please let the booking secretary know if you need TVH to be particularly warm or cold.

Car parking

There is limited parking on the main street in Tynninghame. Please encourage guests to share lifts/transport wherever possible and be mindful of local residents. Great care should be taken if parking at the rear of the hall. **The access road to the side of the hall should never be blocked as constant access is required by neighbouring residents.**

Consideration for others

Please ask your guests to leave quietly at the close of your event. Car doors banging and loud talk will disturb local residents.

Do not fix decorations near light fittings or heaters. Ladders should not be used for safety reasons.

Please leave TVH clean and tidy and leave waste in the bins outside or take it home. In particular we ask you to ensure table tops are wiped clean before being stacked.

Faults/ damage/ comments

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