

Gordon Village Hall - Conditions of Use

These Conditions of Use apply to all hirings of Gordon Village Hall. If you are in any doubt as to their meaning, please contact the Bookings Secretary.

Throughout these Conditions of Use, “we”, “our” and “us” include the Trustees, employees, volunteers, agents and invitees of Gordon Common Good SCIO. “You” and “your” include (where relevant) your organisation’s committee members, employees, volunteers, agents and invitees. Where you need our consent or must tell us something, please contact the Bookings Secretary or, if unavailable, any Trustee.

1. Supervision & Responsibility

- For the duration of the hire, you are responsible for the supervision of the premises, including the fabric, contents, fixtures, fittings and any surrounding grounds. You must ensure the proper behaviour of all persons using the premises and the appropriate management of car parking so as to avoid obstruction of the highway or neighbouring properties.
- You must make good or pay for all damage (including accidental damage) to the premises, fixtures, fittings or contents and for any loss of contents, as directed by us.

2. Use of Premises

- You must not use the premises for any purpose other than that described in the Hire Agreement. You must not sub-let or allow the premises to be used for any unlawful or unsuitable purpose, nor do anything that might endanger the premises or render invalid any insurance policy covering them.

3. Compliance with the Law

- You must ensure that your use of the premises complies with all applicable laws and regulations, including those relating to health and safety, fire safety, equality, safeguarding, food hygiene, licensing, and copyright

4. Fire Safety

- You must familiarise yourself with the fire safety arrangements for the premises before any event. These will be drawn to your attention and include the location of fire-fighting equipment, escape routes, exit fastenings, and the action to take in the event of fire.
- Before any event you must check that all fire exits are unlocked, escape routes are unobstructed, and fire doors are not wedged open. You must call the Scottish Fire and Rescue Service immediately for any outbreak of fire, however slight, and report the details to us as soon as possible.

5. Flammable Substances and Decorations

- No highly flammable substances may be brought into or used on the premises. No combustible decorations (e.g. polystyrene, cotton wool) may be erected without our consent. No decorations may be placed near light fittings or heaters. No naked flames, candles, or portable LPG heating appliances are permitted without our prior written approval.

6. Food Safety and Hygiene

- If food is to be prepared, served or sold at the premises, you must comply with the Food Safety Act 1990, the Food Hygiene (Scotland) Regulations 2006, and all other relevant food safety legislation. Perishable items must be properly refrigerated and persons handling food must have appropriate food hygiene training.

7. Licensing and Alcohol

- The consumption of alcohol on the premises is permitted. However, if you intend to sell alcohol at your event, an Occasional Licence must be obtained from Scottish Borders Council under the Licensing (Scotland) Act 2005. You are responsible for ensuring all licensing conditions are met.
- Where alcohol is being sold under an Occasional Licence, only alcohol supplied through the licensed arrangements may be brought onto the premises for the duration of the event.

- 8. Alcohol, Drugs and Disorderly Behaviour**
 - No alcohol may be served to any person known or suspected to be under 18. No illegal drugs may be brought onto the premises. You must require any person who is drunk, under the influence of drugs, or behaving in a violent or disorderly way to leave immediately.
- 9. Gaming, Betting and Lotteries**
 - You must ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.
- 10. Music and Copyright**
 - You must ensure that no copyrighted works are performed, played or screened at the premises without appropriate licences. If your event requires any additional licence or permissions, it is your responsibility to obtain them. You must also ensure that no copyrighted productions are filmed during performance without permission from the copyright holder(s). You must indemnify us against any claims arising from copyright infringement during your hire.
- 11. Safeguarding Children and Adults at Risk**
 - Any activities involving children, young people or adults at risk must be provided only by fit and proper persons in accordance with the Protection of Vulnerable Groups (Scotland) Act 2007. When requested, you must provide us with evidence that relevant PVG Scheme checks have been carried out.
- 12. Smoking and Vaping**
 - Smoking and vaping are not permitted inside the premises.
- 13. Noise**
 - Noise must be kept to a minimum on arrival and departure, particularly late at night. The volume of any music or amplified sound must not be such as to cause annoyance to neighbouring residents.
- 14. Animals**
 - No animals (other than assistance dogs) may be brought into the premises without our prior written consent. No animals whatsoever may enter the kitchen at any time.
- 15. Accidents and Dangerous Occurrences**
 - You must report all accidents involving injury to any person to us as soon as possible and complete the relevant section in the Hall's accident book. Any failure of equipment (whether ours or brought in by you) must also be reported immediately.
- 16. Electrical Appliance Safety**
 - Any electrical appliances brought onto the premises must be safe, in good working order and used safely.
- 17. Equipment and Property**
 - We accept no responsibility for any equipment or property brought onto or left at the premises, and all liability for loss or damage is excluded. All equipment and property must be removed at the end of each hire period. If items are not removed, we may charge a daily fee at the hire rate until removal. If items remain for more than 7 days after the hire, we may dispose of them on such terms as we think fit and charge you any costs incurred.
- 18. Condition of Premises at End of Hire**
 - You must leave the premises and any surrounding areas in a clean and tidy condition, with all contents returned to their usual positions, all lights and heating switched off, and (unless we direct

otherwise) the premises properly locked and secured. We reserve the right to make an additional charge if this condition is not met.

19. No Alterations

- No alterations or additions may be made to the premises, and no fixtures, placards, decorations or other articles may be attached to any part of the premises without our prior written approval. Notices and decorations must not be fixed to walls or doors with pins, nails, adhesive tape, Blu-Tac or any fixatives liable to leave marks or damage paintwork. At our discretion, any approved alteration or attachment remaining at the end of the hire will become our property unless removed by you, in which case you must make good any resulting damage.

20. Sale of Goods

- If selling goods on the premises, you must comply with all applicable consumer protection and fair trading legislation. In particular, you must ensure that the total prices of all goods and services are prominently displayed and that the organiser's name and address are visible.

21. Insurance and Indemnity

- You indemnify us against the cost of repairing any damage to the premises or its contents, and against all claims, losses, damages and costs arising from your use of the premises, including nuisance caused to third parties. Where we hold insurance, we will claim under our policy, but you must reimburse any excess and any shortfall.
- If you are hiring the premises for commercial purposes, you must hold public liability insurance and produce evidence of cover on request.

22. Cancellation

- If you wish to cancel the booking before the date of the event, please notify us as soon as possible.
- We reserve the right to cancel this Agreement by giving you notice in any of the following circumstances:
 - the premises are required for use as a polling station for a Parliamentary, Scottish Parliament, or local government election or by-election;
 - we reasonably consider that the hire will lead to a breach of licensing conditions or other legal requirements, or that unlawful or unsuitable activities will take place;
 - the premises become unfit for your intended use;
 - an emergency requires the use of the premises as a shelter for the victims of flooding, severe weather, fire, explosion or similar disaster;
 - if your hire is for commercial purposes and the premises are subsequently required at the same time in order to fulfil the charity's purposes.
- In any such case, you will be entitled to a refund of any hire fee or deposit already paid, but we will not be liable for any resulting direct or indirect loss or damages.

23. Data Protection

- We will hold the personal information you provide for the purposes of managing the hire and our facilities. This information will be processed in accordance with data protection law. We will not share your personal data with third parties except where required by law or for the proper administration of the Hall.

24. Governing Law

- This Agreement shall be governed by and construed in accordance with the laws of Scotland, and any disputes arising from it shall be subject to the exclusive jurisdiction of the Scottish courts.