

# Terms & Conditions

## Definitions

For the purposes of this agreement and the conditions of hire, the term “Hirer” shall mean an individual hirer or, where the “Hirer” is an organisation that organisation. “Premises” means those parts of the Kilchoan Community Centre stated on the Booking form being those subject to this hire agreement.

“Booking” means the contract between the Hirer and Kilchoan Community Centre LTD (KCC) as detailed and on the terms of this agreement (“the Booking Form” of which these conditions form part). “Period” means the time or times reserved under these conditions and “the Function” means that described and authorised by the Booking. If the Hirer is in any doubt as to the meaning of any of the conditions, the Booking Clerk should immediately be consulted.

## Hiring agreement

In consideration of the Hire Fee detailed on the Booking Form, the Kilchoan Community Centre agrees to permit the Hirer to use the Premises for the Function and for the Period(s) described in the booking form. All details inserted in the booking form are part of this Agreement. This Hiring Agreement includes these Standard Conditions and Special Conditions set out below.

## Standard conditions of hire

### 1. Age

The Hirer, not being a person under 18 years of age, 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.

### 2. Supervision

The Hirer shall, during the period of the hiring, 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 car parking arrangements so as to avoid obstruction of the highway. As directed by the Hall Secretary, 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.

### **3. Use of premises**

The Hirer shall not use the premises (including the car park if any) 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 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.

### **4. Insurance and indemnity**

(a) The Hirer shall be liable for:

(i) 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

(ii) all claims, losses, damages and costs made against or incurred by the KCC 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

(iii) all claims, losses, damages and costs made against or incurred by the KCC 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

subject to sub-clause (b), the Hirer shall indemnify and keep indemnified accordingly each member of the Kilchoan Community Centre management committee and the KCC's employees, volunteers, agents and invitees against such liabilities.

(b) The Kilchoan Community Centre shall take out adequate insurance to insure the liabilities described in sub-clauses (a)(i) above and may, in its discretion and in the case of non commercial hirers, insure the liabilities described in sub-clauses (a) (ii) and (iii) above. The Kilchoan Community Centre shall claim on its insurance for any liability of the Hirer hereunder but the Hirer shall indemnify and keep indemnified each member of the KCC management committee and the

KCC's employees, volunteers, agents and invitees against (a) any insurance excess incurred and (b) the difference between the amount of the liability and the monies received under the insurance policy.

(c) Where the KCC does not insure the liabilities described in sub-clauses (a)(ii) and (iii) above, the Hirer shall take out adequate insurance to insure such liability and on demand shall produce the policy and current receipt or other evidence of cover to the KCC secretary. Failure to produce such policy and evidence of cover will render the hiring void and enable the hall secretary to rehire the premises to another Hirer.

The Kilchoan Community Centre is insured against any claims arising out of its own negligence.

## **5. Gaming, betting and lotteries**

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.

## **6. Music Copyright licensing**

The hirer shall ensure that the Kilchoan Community Centre holds relevant licences under Performing Right Society (PRS) and the Phonographic Performance Licence (PPL) or, where appropriate, the hirer holds a licence.

## **7. Film**

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. Childcare Act 2006**

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of the Childcare Act 2006 and the Safeguarding Vulnerable groups Act 2006 and only fit and proper persons who have passed the appropriate Criminal Records Bureau checks should have access to the children. Checks may also apply where children over eight and vulnerable adults are taking part in activities. The Hirer shall provide the Kilchoan Community Centre management committee with a copy of their CRB check and Child Protection Policy on request.

## **9. Public safety compliance**

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, 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. The Hirer shall also comply with the hall's health and safety policy.

The Fire Service shall be called to any outbreak of fire, however slight, and details shall be given to the Kilchoan Community Centre board or manager.

(a) The Hirer acknowledges that they have received instruction in the following matters:

- The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the hall.
- The location and use of fire equipment.
- Escape routes and the need to keep them clear.
- Method of operation of escape door fastenings.
- Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.
- Location of the first aid box.

(b) In advance of any activity whether regulated entertainment or not the Hirer shall check the following items:

- That all fire exits are unlocked and panic bolts in good working order.
- That all escape routes are free of obstruction and can be safely used for instant free public exit.
- That any fire doors are not wedged open.
- That exit signs are illuminated.
- That there are no obvious fire hazards on the premises.

## **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. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the premises in accordance with the Licensing Act 2003.

## **12. Health and hygiene**

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. In particular dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations. The premises are provided with a refrigerator but not a thermometer.

## **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 in accordance with the Electricity at Work Regulations 1989. Where a residual circuit breaker is provided the hirer must make use of it in the interests of public safety.

## **14. Stored equipment**

The KCC 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.

The Kilchoan Community Centre may, use its discretion in any of the following circumstances:

(a) 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.

(b) Failure by the Hirer to dispose of any property brought on to the premises for the purposes of the hiring. This may result in the Kilchoan Community Centre management and 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, comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. Any person who breaches this provision shall be asked to leave 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 the KCC 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 the KCC management committee as soon as possible and complete the relevant section in the KCC's accident book. Certain types of accident or injury must be reported on a special form to the Incident Contact Centre.

## **17. Explosives and flammable substances**

The hirer shall ensure that:

(a) Highly flammable substances are not brought into, or used in any part of the premises and that

(b) 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. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

## **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 the KCC. 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 the KCC's management committee accordingly against all actions, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

## **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. In particular, the Hirer shall ensure that the total prices of all goods and services are prominently displayed, as shall be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

## **22. Cancellation**

If the Hirer cancels the booking at least four weeks before the date of the event, the Kilchoan Community Centre will return in full the deposit and any fees already paid. If the Hirer cancels the booking between two and four weeks before the date of the event, the Kilchoan Community Centre will return the deposit and 50% of of any hire fees already paid. If the Hirer cancels the booking less than two weeks before the date of the event or fails to proceed with the booking thereafter, the Kilchoan Community Centre will return the deposit but retain any hire fees already paid. The Kilchoan Community Centre reserves the right to cancel this hiring by written notice to the Hirer in the event of:

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

(b) the Kilchoan Community Centre 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.

(c) the premises becoming unfit for the use intended by the Hirer.

(d) 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.

(e) Vaccination or other health clinic

(f) the premises being required to facilitate a funeral, wake, christening, or wedding

In any such case the Hirer shall be entitled to a refund of any deposit already paid, but the Kilchoan Community Centre 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 the Kilchoan Community Centre shall be at liberty to make an additional charge which may be deducted from the deposit.

### **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 Kilchoan Community Centre manager or committee. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the Kilchoan Community Centre remain in the premises at the end of the hiring. It will become the property of the Kilchoan Community Centre unless removed by the Hirer who must make good to the satisfaction of the Kilchoan Community Centre 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.

## Special Conditions of Hire

All functions must end promptly by 1am to comply with the Public Entertainment Licence.

### Fire

Hirers must ensure that all precautions are taken against risk of FIRE and damage to the property. Instructions for smoke/heat alarms/exits/equipment, and what to do in the event of a fire, can be found on the notice board inside the entrance.

The Hall has no telephone. Please ensure you have a mobile in good working order with you.

All means of EXITS from the premises must be kept free from obstruction and immediately available for instant public exit. The emergency exit illuminated signs remain on permanently.

### Alcohol

The hirer must ensure alcohol sales and distribution complies with the local authorities guidance and any licenses needed are obtained. The Kilchoan Community Centre does not hold a liquor license, prior consent is needed from the KCC if you wish to apply for an occasional license and you make yourself familiar with our policies. These can all be found on our website [here](https://www.kilchoanhub.scot/policies)

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### Opening and closing the Kilchoan Community Centre

Arrangements for access to the hall will be made shortly before your hire – please contact [admin@kilchoanhub.scot](mailto:admin@kilchoanhub.scot) a few days before the event.

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

Guests are expected to vacate the premises within fifteen minutes of the end of a licensed period. After 1am only those helping to clear up the KCC should be on the premises. Failure to comply with this will result in forfeiture of your deposit.

### Cleaning

Please ensure the Foyer & Toilets are cleaned before you leave. The centre & the businesses within it are open to trade so public areas should be left clean and tidy.

The cleaning cupboard is opposite the charity stall - the key for it can be found hanging at the top of the door to the left. All cleaning materials can be found in this cupboard including a big brush and mop and bucket.

Please make sure any glass breakages are reported to [admin@kilchoanhub.scot](mailto:admin@kilchoanhub.scot) or please message the centre manager on 07590113441.

## Removal of Rubbish

It is your responsibility to leave the KCC clean and tidy – the costs of any cleaning required should you fail to do so will be deducted from your deposit. In particular we ask you to ensure table tops are wiped clean before being stacked away.

You **MUST** remove all rubbish and take it with you when you leave. Please ensure that you bring sufficient bin bags to allow you to do so. **Failure to comply with this will result in the forfeiture of your deposit.**

## Furniture

Please stack chairs and tables neatly around the edge of the hall in no more than 9 high. A first aid box is located in the kitchen under the sink, and an Accident Report book is kept near the printer. All recorded accidents must be reported to the management as soon as possible. It is the duty of the management to inform the authorities.

## Heating

The hall heating operates by a coin (£1 & £2) operated box which can be found on the wall to the left just before you enter the hall. Please bring coins with you, if you need to swap any coins please speak to the centre manager before your hire.

£1 gives you 30 minutes of heating from the infrared heaters, please wait until the coin goes fully in and you hear a click before entering a second coin. please note our heating in the hall is infrared which work by converting electricity into

radiant heat, the heat is then directly transferred to an object such as a person or surface without heating the air in between.

## **Health and Hygiene**

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations, in particular dairy products. Vegetables and meat must be refrigerated. Please request that the hall's refrigerator be switched on prior to your event if required.

## **Consideration for others**

Please ask your guests to leave quietly at the close of your event. Car doors banging and loud talk in the car park are a disturbance for local residents.

You must not use drawing pins or tape on the walls or other surfaces, use Blu-Tack or 3M Command hooks if you need to put up notices or decorations. Do not fix decorations near light fittings or heaters.

## **Use of the recreation facilities**

Kilchoan Play Park is a facility managed by the Kilchoan Play Park Committee and is available for use by the public. The Hirer should be aware that in the event of any accident occurring to themselves or their guests during the period of hire, no claims can be made against the Kilchoan Community Centre LTD .

## **Faults/ damage/ comments**

Please report any faults or damage to the KCC manager 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 the KCC.

## **Payment**

Payment is due within the terms specified within the Terms of Payment. Please note cheques are only accepted by prior agreement at the time of booking.