

# Kirkhill Community Centre

## Conditions of hire

These conditions apply to all hiring of Kirkhill Community Centre. If the Hirer is in any doubt as to the meaning of the following, the community centre Secretary or Booking Secretary should immediately be consulted.

**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 community centre 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. Deposit**

The management committee reserve the right to take a deposit for party bookings of £200. This is fully refundable if the management committee confirm there is no damage to the building or its contents.

**4. Use of premises**

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 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.

**5. Licensable activities**

Kirkhill Community Centre holds a Public Entertainment Licence.

**Alcohol** - If you charge admission to an event that is serving alcohol or are selling alcohol you will need a liquor licence from Highland Council.

Hirers should ensure that they obtain any other relevant licences.

[http://www.highland.gov.uk/info/1125/licences\\_permits\\_and\\_permissions](http://www.highland.gov.uk/info/1125/licences_permits_and_permissions)

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### 6. PRS/PPL Licences

The Community Centre does not have PRS/PPL licences for the playing of music. Any use of the hall requiring a licence (e.g. live band, disco) must be obtained/paid for by the user. A one-off charity event can obtain a 'permit for an occasional performance' from PRS for £17.00 per occasion.

### 7. Fire safety

(a) The Hirer acknowledges that they are familiar with 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

(b) In advance of an event the Hirer shall check the following items:

- That all escape routes are free of obstruction and can be safely used
- That any fire doors are not wedged open
- That exit signs are illuminated
- That there are no obvious fire hazards on the premises

(c) The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the secretary of the management committee.

### 8. Health and hygiene

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. Hirers are expected to familiarise themselves with the facilities available and to ensure that they are adequate for the purpose intended.

<http://www.foodstandards.gov.scot/>

### 9. 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.

### 10. Insurance

Kirkhill Community Centre holds Public Liability Insurance which extends to its hirers. However, the Management Committee strongly recommends that for the protection of group members hiring its facilities, the group has Public Liability Insurance to cover injury and property damage to third parties as a result of their negligence.

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The Management Committee is not responsible for, nor insures, any items, equipment or valuables left or stored in any part of the premises.

### **11. Accidents**

The Hirer must report all accidents involving injury to the public to a member of the community centre management committee **as soon as possible** and complete the relevant section in the community centre's accident book. Any failure of equipment belonging to the community centre or brought in by the Hirer must also be reported **as soon as possible**.

### **12. 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.
- (c) Tealight candles may be used but only in approved holders such as those provided in the kitchen.

### **13. Drunk and disorderly behaviour and supply of illegal drugs**

The Hirer shall ensure that in order to avoid disturbing neighbours to the hall and to avoid violent or criminal behaviour, care shall be taken to avoid excessive consumption of alcohol. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Alcohol shall not be served to any person suspected of being drunk nor to any person suspected of being under the age of 18. 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. No illegal drugs may be brought onto the premises.

### **14. 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 community centre. No animals whatsoever are to enter the kitchen at any time.

### **15. Protecting Vulnerable Groups**

The Hirer shall ensure that any activities for children and vulnerable adults comply with the provisions of Protection of Vulnerable Groups (Scotland) Act 2007. The Hirer shall provide the community centre management committee with a copy of their Child and Vulnerable Adult Protection Policy on request.

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### 16. Film shows

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.

### 17. Cancellation

If the Hirer wishes to cancel the booking before the date of the event and the community centre is unable to conclude a replacement booking, the question of the payment or the repayment of the fee shall be at the discretion of the community centre. The 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 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.

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

### 18. 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 community centre shall be at liberty to make an additional charge.

### 19. 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.

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**20. 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 approval of the management. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the community centre remain in the premises at the end of the hiring. It will become the property of the community centre unless removed by the hirer who must make good to the satisfaction of the management or, if any damage caused to the premises by such removal.

**21. No rights**

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

**22. Dangerous and unsuitable performances**

Performances involving danger to the public or of a sexually explicit nature shall not be given.

**23. Smoking**

The Hirer shall, and shall ensure that the Hirer's invitees comply with the prohibition of smoking in public places provisions of the Smoking, Health and Social Care (Scotland) Act 2005 and regulations made thereunder. Any person who breaches this provision shall be asked to leave the premises.

**24. Maximum numbers**

Hirers shall ensure that the maximum capacity of the community centre is not exceeded. The maximum numbers permitted are:

Williamson Room	35
Main Hall	150
Stage	25
Whole community centre	200

Reviewed 05.12.16