



Contract of Hire

***Before booking, hirers must read and agree to the conditions of hire**

These Conditions of Use form a contract of hire and apply to all bookings at The Fountain. If additional Conditions of Use are deemed to be required for some bookings; these will be advised at time of acceptance of the booking.

It is important that you read these Conditions of Use fully, as they require you to accept specific responsibilities and liabilities. It is your responsibility to fully understand what is required – please ask if you are unclear.

The Contract of Hire takes effect from receipt of full payment. Scottish Law governs the contract in all respects.

General

Any part of the building is available for hire for any lawful purpose, but the Trustees of Lesmahagow Development Trust (LDT) reserve the right to refuse a booking request without giving any reason.

Reservations by persons aged less than 21 years old cannot be accepted.

In the event of a dispute arising regarding a booking/hire, LDT's decision will be final and binding.

LDT reserve the right to amend the Contract of Hire and Conditions of Use and Schedule of Hire Charges at any time.

The Hirer may only use the areas of the hall, which they have booked and paid for.

Health and Safety

The Hirer is solely responsible for the Health & Safety of persons attending their activity/event. Nothing shall be done, nor shall anything be brought on to the premises, which may create a risk to the building or its occupants.

The Hirer must be at the hall personally throughout the period of the let, under the terms of any hire, the Hirer is classed as the person responsible for fire safety and must ensure all persons attending the activity/event are aware of the location of fire exits and what to do in the case of a suspected fire. Guidance on fire safety is displayed on the notice board in the entrance vestibule.

Fire exits must be kept clear at all times.

The Hirer is also responsible for reporting of any accidents and defects. A basic First Aid Kit is situated in the Reception. All accidents should be reported in the hall's Accident Book, which is situated beside the First Aid Kit.

There is no public telephone line at the hall. We recommend the availability of a mobile phone for all functions.



Legal

Smoking and the use of vapour cigarettes are not allowed in any part of the building at any time.

A liquor licence is required if alcohol is to be sold or otherwise supplied, either directly or indirectly during an event at which a charge is made. It is the Hirer's responsibility to ensure the appropriate licence is in place.

When applicable and to comply with the Public Entertainments Licence, the Hirer should have sufficient competent attendants on duty on the premises to assist people entering and leaving and generally supervising the event.

As a guide in addition to the Hirer, the number of attendants must not be less than two for up to 100 persons and three for up to 140, being the maximum capacity of The Fountain.

The Hirer and all attendants must be acquainted with the location of fire exits and what to do in the case of a suspected fire.

Additional attendants are required if those participating are mostly teenagers and young people.

Hirers of the hall who are holding events and/activities for children and vulnerable adults shall take all necessary precautions for their safety and ensure that all requirements of Disclosure Scotland PVG Scheme are complied with.

LDT accept no responsibility or liability for loss or damage to any stored equipment or other property brought on to or left at the Hall. All equipment and other property must be removed at the end of each hiring, unless by prior agreement. LDT reserve the right to make additional charges for any property not removed. No responsibility will rest with the hall, LDT or hall volunteers should any damage and/or loss occur.

We are obliged by South Lanarkshire Council to recycle all waste, or we incur extra charges. Users are required to dispose of waste in the correct containers supplied throughout the facility. Failure to do so will incur additional charges being levied.

The Hirer shall, if preparing, serving or selling food, observe all the relevant food health and hygiene legislation regulations and register under The Food Safety Act with South Lanarkshire Council.

Hirers' Responsibilities

The Hirer will, during the period of hiring, be responsible for supervision of the premises, the fabric and the contents, their care, safety from damage and the behaviour of all persons using the premises, whatever their capacity.

Children are not permitted in the kitchen or bar areas.



The Hirer will be responsible for ensuring any electrical equipment brought into the hall has a valid Portable Appliance Test Certificate (PAT). Equipment not covered by a PAT certificate cannot be used.

The Hirer shall also ensure that sub-contracted activities such as mobile discotheques, bands etc. are fully insured against public liability for their operation and any electrical equipment has a valid PAT certificate.

Smoke machines may not be used in the hall without express permission from LDT. The use of fireworks, sparklers, candles or naked flames is not permitted.

When booking, please ensure you have allowed sufficient time for preparation and clearing up and that is reflected in the total period of hire required. Access to the Hall will only be allowed at the start time specified on the hire agreement and the premises should be vacant at or before the end time, so as not to interfere with the needs of other users.

LDT shall regulate the maximum occupancy of the various rooms within the hall and it is the responsibility of the Hirer to ensure these numbers are not exceeded.

The hall will be provided to the Hirer in a clean and functional condition. It is the responsibility of the Hirer to return the premises to an equivalent condition at the end of the hire, including sweeping/mopping the floors, cleaning the kitchen and that all waste is properly deposited in the correct containers or segregated and bagged in bin liners should the containers be full.

All tables, chairs and other equipment should be returned to their original position as found.

Failure to do so will incur an automatic additional charge of £50

The Hirer is responsible for making sure that the hall is not left unattended and unsecured at any time during, or at the end of the hire period.

The Hirer shall pay in full for all damage (including accidental damage) to the hall, fixtures, fittings or contents and for loss of contents.

At the end of the hire please ensure that all lights and electrical appliances are switched off. Ensure all windows and outside doors are secured, including emergency exit doors.

Payments

Payment for a booking must be completed IN FULL at least 7 days before the day of the event. Failure to do so will result in the Booking being cancelled and the space being made available for others to book. Exceptions to this must be agreed with LDT before the 7-day cutoff.

Entry to the Hall

Entry to the hall is granted by a nominated "Hall Keeper" at the allotted time of hire. Access to the hall prior to this for setup is not permitted so any setup time should be included in the booking period. The Hall Keeper will secure the hall at the end of the allotted time. It is the responsibility of



the Hirer to ensure that all attendees have vacated the building and all equipment has been removed before the end of the allotted time. Any equipment not removed by the end of the allotted time will be locked in the hall until a time can be arranged with LDT to have it uplifted. There will be an additional charge for this which must be paid before the equipment is uplifted. LDT accept no responsibility for damage to, or loss of equipment left in the hall.

Cancellations

LDT reserves the right to cancel a booking if deemed necessary for any reason. The Hirer will be offered an alternative time and or date for their booking. Should that prove not to be feasible, a full refund of all monies paid for the cancelled booking will be given.

If the Hirer wishes to cancel a booking, a Full Refund will only be given if the notification is given at least 14 days in advance of the event. A Half Refund will be given if the notification is given at least 7 days in advance of the event. Events cancelled with less than 7 days notice will be charged in full or, if the circumstances warrant it, may be partially refunded at the discretion of LDT.

Please note that you will be charged at the rate in force on the date of your booking .

Parties, Functions, Weddings etc.

On receipt of your booking request you will be contacted to discuss your requirements and to be advised of prices. In addition to the agreed hire charge for parties and functions etc. a security deposit of a minimum of £100 will also be required. This deposit is held against any potential damage or loss incurred to the premises and/or contents by the Hirer or Persons associated with the activity/event.

LDT reserves the right to amend the amount of the security deposit at their discretion. The Security deposit will normally be repaid in full within 14 Days after the event unless damage, loss has occurred or extra cleaning is deemed necessary. In that instance the cost of making good the damage/loss and/ or the extra cleaning will be deducted before any refund is given. Should the cost of repair, replacement etc, exceed the total of the security deposit paid, LDT reserve the right to charge the Hirer for any additional costs incurred. The Hirer will need to provide the bank details for returning the Security deposit.