

IONA VILLAGE HALL | Shaping the Heart of Iona

TERMS AND CONDITIONS OF HIRE

1. These conditions of hire form a contract of hire and apply to all hiring of Iona Village Hall. If additional conditions of use are deemed to be required for some bookings; these will be advised at the time of booking. It is important to read the conditions of hire fully as they require the hirer to accept specific responsibilities and liabilities.
2. The Hirer must be aged 18yrs or over and the facilities must not be used for purposes other than stated at the time of booking.
3. Where an organisation is named at time of booking, the organisation will be jointly liable with the Hirer under these conditions.
4. Hire charges will be in accordance with the pricing policy operating at the time of the let. The Hirer may only use the areas of the hall, which they have booked and paid for.
5. At the end of hire the Hirer is responsible for leaving the Hall and surrounding area in a clean and tidy condition. Tables and chairs put away, floors swept/mopped as required and all waste properly deposited in the correct container. Special cleaning charges may be levied where required.
6. It is the hirers responsibility to keep the building secure, checking all doors are locked and windows shut during the periods of hire when the building is not in use or supervised.
7. Iona Village Hall committee will ensure compliance of the conditions of hire and has the right terminate or refuse admission at any time.
8. Bookings by any school shall be under the supervision of the Head Teacher or delegated member of staff throughout the duration of the let.
9. Special arrangements regarding deposits and supervision will be enforced for bookings by anyone under age 25.
10. **SMOKING, and the use of vapour cigarettes are not allowed in the hall at any time. No candles or naked flame can be used in any area of the hall**
11. There is no telephone line at the hall. We recommend the availability of a mobile phone for all functions.
12. It is the Hirers responsibility to ensure the lights are on outside for the terrace areas around the hall when people are using this area.

Use of Premises

13. The Iona Village Hall is a community facility and, as a charity, IVHCT must ensure that users of the hall do not allow anything to take place which may bring the Iona Village

Hall's reputation into disrepute or annoy or offend local people. The Hirer shall not use the hall (including parking area) for any purpose other than that described in the Hiring Agreement and shall not sub-hire or use the hall or allow in any unlawful way nor do anything or bring onto the hall anything which may endanger the same or render invalid any insurance policies in respect thereof.

Noise

14. Hirers are responsible for maintaining good order and behaviour when using Iona Village Hall premises and may be required to provide stewards. Due regard must be paid to other users and local residents. The Hirer will ensure that minimum noise is made on arrival and departure, particularly late at night and early in the morning.

Cancellation

15. In the event of cancellation by the Hirer of a confirmed booking, a cancellation charge will be made at the discretion of Iona Village Hall Community Trust (IVHCT).

Animals

16. The Hirer shall ensure that no animals except guide dogs, assistance dogs & hearing dogs are brought into the premises, other than for a special event agreed by the village hall. No animals whatsoever are to enter the kitchen at any time.

Insurance

17. It will be the Hirer's responsibility to ensure that all equipment or property brought into the premises is in safe and sound condition and complies with all relevant safety conditions. The Iona Village Hall Committee reserves the right to exclude any equipment or property deemed unsuitable. The Hirer will be shown how to use the Hall's equipment safely.
18. The Hirer shall be held responsible for all damage to the hall during the let and will be liable for all costs incurred to repair such damage by Hall approved tradesmen only.
19. Without limiting any other aspect of these conditions the hirer will indemnify the Iona Village Hall Community Trust from and against all actions and claims, including loss of properties belonging to the hirer or users. Hirers are strongly advised to ensure they take out suitable insurance to cover themselves for making good any damage or meeting a claim from an injured person at the event for which the organisers could be held responsible.

Gaming, Betting & Lotteries

20. 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.

Accidents & Dangerous Incidents

21. The Hirer must report all accidents involving injury to the public to the Hall Development Manager or a member of the village hall committee as soon as possible and complete the relevant sections in the hall's accident book. Certain types of accident or injury must be reported and the Hall Development manager will give assistance in completing the form and provide contact details where this is needed.

DRUNK AND DISORDERLY BEHAVIOUR AND SUPPLY OF ILLEGAL DRUGS

22. 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 alcohol consumption. 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.

Fire Regulations

23. The Hirer should familiarise themselves with the Fire Regulations on display and the location of fire exits. All fire exits must be kept clear during the hire and all doors leading to these escapes must be kept unlocked. Regular hall users must hold a practice fire drill every six months. In the event of fire, all persons should leave the hall by the nearest exit and wait at the fire assembly point (*see notice board for location*). Do not attempt to tackle the fire unless you have been trained in using an extinguisher. Dial 999 and ask for the Fire & Rescue Service. The Hirer should decide if it is appropriate to have a register of those attending their event. This information should be made available to the Fire Officers in case of fire and building evacuation.

Music Copyright Licensing

24. The Hirer shall commit no infringement of the copyright act. Hirers will relieve the Iona Village Hall Committee from all claims and actions. The Hirers must accept the sole responsibility for their productions and performances and the unauthorised use of copyright production is prohibited. Commercial hirers are responsible for completion of music licence forms for any function at which music is performed, either by records, bands, signing etc and the deliverance of the rights fees and VAT may be added to the hire charge.

Public Safety compliance

25. The Hirer will 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.
26. The Hirer shall ensure that he/she has obtained all other necessary licences this will include liquor, theatre, public entertainment and trading licences, a copy of which shall

be given to the Hall Committee prior to the event. Failure to acquire the necessary licences will result in cancellation of the hire.

27. If the kitchen is included in the hire it is the hirer's responsibility to ensure access to the kitchen is supervised and restricted to over 16's only.

28. Consumption of Alcohol in the Hall

a) Events at which alcohol is sold (or included in ticket price) must have a liquor licence, available from Argyll & Bute Council by application at least 6 weeks before the event. No other alcoholic drinks may be brought into the premises by the Hirer or guests if a liquor licence is in place.

b) Hirers may hold events with "Bring your own bottle" provided no charge is made for corkage.

Stored Equipment

29. The village hall 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.

30. Food Safety

The following statement, provided by a food safety officer is included in the conditions of hire to ensure that food safety regulations are met:

1. Hirers are required to ensure compliance with the Food Safety Act 1990, the Food Hygiene (Scotland) Regulations 2006 and any subsequent related regulations.

2. Hirers are expected to familiarise themselves with the facilities available and to ensure that they are adequate for the purpose intended.

3. Hirers will be required to remove all waste from the environs of the facility and where necessary make special arrangements for its removal with a licensed contractor before final vacation of the premises.

4. Hirers must :-

- Have a documented food safety management system
- Have trained staff on duty ie they have undergone a food safety course equivalent to the Royal Environmental Health Institute of Scotland (REHIS) Elementary Certificate in Food Hygiene, courses for which are run by SBC
- Ensure that food has been prepared in such a way that it will not result in any civil action being raised.

31. All disputes shall be settled by Iona Village Hall Committee, whose decision shall be final.

Live & Recorded Music

31. IVHCT holds a PRS/PPL Licence which permits music including live music to take place legally in the hall. It also allows for recorded music to be played when using the hall

Special Events (Weddings/Functions/Music Festivals/Parties)

1. Hire Fees are paid in advance unless by written agreement with the IVHCT.
2. On receipt of your booking you will be contacted to discuss your requirements and to be advised of prices. In addition to the agreed hire charge a security deposit of a minimum of £100 will also be required. This deposit will be held against any potential damage or loss incurred to the premises and/or contents by the Hirer or persons associated with the event.
3. IVHCT reserves the right to increase the amount of the security deposit at their discretion.
4. The Security deposit will normally be repaid in full within 28 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, the IVHCT reserves 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.
5. Larger Scale Public Events are required to have their own Public Liability Insurance of MINIMUM £5million to cover Iona Village Hall building and contents. If your event has additional coverage needs ie attendees, staff, volunteers or hired equipment, then you are responsible for ensuring this is arranged in addition to the £5m minimum.
6. IVHCT can request evidence of large or unusual events meeting all legal and safety requirements i.e. Occasional License, Electrical Certificates, Public Safety Plans and these will form the basis of The Hirer's agreement with IVHCT. Any changes to these arrangements should be communicated and agreed with IVHCT or we reserve the right to cancel your booking immediately.
7. All rubbish must be removed from the hall at the end of hire and special conditions must be in place for the removal of rubbish, glass and recycling for large events.
8. No drawing pins, tape, 3M Command hooks or Blu-Tack can be used on the walls. Any damage to walls from using these will result in extra charges for redecoration

Fire Regulations

It is the responsibility of the Hirer to familiarise him/herself with the fire regulations. The Hirer shall regulate admissions so that at no time is the maximum capacity set by the Iona Village Hall Committee exceeded (**240 maximum capacity**). To comply with current regulations on fire and safety, each event staged within the facility is required to be supervised by a designated person who will be responsible for the overall control of the function and in particular, for taking control in the event of an emergency. The individual must be present throughout the duration of the event.

The Fire Service shall be called to any outbreak of fire no matter how slight, and details given to the Hall Development Manager

The Hirer acknowledges 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.

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

- That all fire exits are unlocked.
- 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.