

CONDITIONS OF LET

1. The lessees will be responsible during the course of the let for the proper conduct of the let and shall be liable for and shall indemnify Polmont Community Hub in respect of (a) any damage caused to the premises let and/or to the furnishings, fittings, equipment, and others belonging to the venue, or part of, the premises let or any part of the establishment or Centre within which the premises let are situated arising from or during the course of the let, and the cost of repairing such damage and (b) any damage to the property of any person or personal injury or death caused to any person arising from, or during the course of the let.
2. Any damage to the premises, fittings or equipment therein found prior to the commencement of the let must be reported to the caretaker on duty or reported to the Committee or a volunteer before the commencement of the let.
3. The Charity or organisation will not be liable for any damage or loss of property brought to or left in the premises or for any personal injury or death caused to any person arising from, or during the course of the let.
4. The lessees will use the premises solely for the purpose(s) stated in the booking agreement authorising the let and will ensure that the premises are left in a clean, neat and tidy condition. If, as a consequence of the use of the premises any unusual or abnormal amount of cleaning is required, this will be carried out accordingly by an appointee of Polmont Community Hub and the lessees will meet the cost thereof.
5. The lessees will nominate a person who will be deemed to be the “responsible person” in respect of any let. The lessees shall be obliged to advise Polmont Community Hub management team of any change in the responsible person, as may occur from time to time throughout the currency of the let.
6. When a let of premises is authorised which includes the use of specialist physical education apparatus the lessees will be responsible for any activities carried out in the premises and will ensure that there is in attendance throughout the duration of the let a person with appropriate experience and qualifications for the use of any equipment or activities being carried out. If the lessees wish to use equipment which is the property of Polmont Community Hub, this should be requested when submitting the

booking of the let and may not use any such equipment unless specifically permitted by the agreement authorising the let.

7. The lessees are responsible for ensuring compliance with any emergency regulations or special or other regulations in force. The lessees will familiarise themselves with the Buildings regulations relating to the premises in order that they will be able to take the appropriate action in the event of fire alarm occurring during the course of the let.
8. Alcohol should not be consumed on the premises without explicit consent from Polmont Community Hub management team. Where the lessees are authorised by Polmont Community Hub management team, the appropriate license should be obtained by the lessees as is required by the Licensing Authority (which is the appropriate Council) at the time of the let, in terms of the Licensing (Scotland) Act 1976. The Lessees shall be required to ensure that no breach of all or any part of such permission or License occurs in the course of the let.
9. Authorised officials of Polmont Community Hub shall be entitled, in the course of their duties, to have free access at all times to the premises let.
10. We withhold the right at any time and without reason given the right to cancel any let in respect of any occasion or to terminate the let. In this case, Polmont Community Hub shall refund any charges paid in advance for any let canceled after due notice, or else terminated by Polmont Community Hub, unless the cost of any damage to the premises let and/or any equipment belonging to us remains unpaid, when such sums held by polmont community hub or part, may be applied towards the cost of such damage.
11. Polmont Community Hub shall not be obliged to refund any letting charge paid in respect of any premises let, unless the lessees have given notice at least 2 weeks prior to the commencement of the let of their intentions to cancel the let (for one off events). For regular lets we will allow amendments until 24 hours prior to let. Please contact us if you wish us to review a request to cancel outside of these circumstances.
12. The lessees shall be obliged to obtain any Public Entertainment Licence or other permission from the Licensing Authority under the Civic Government (Scotland) Act 1982, as may be required, as a result of the use proposed for the premises let.

13. The lessees are required to ensure they obtain public liability insurance for their own groups activities.
14. Smoking is prohibited in all areas.
15. Value Added Tax shall be added to any letting charge due by the lessees, where so required by regulations made by H.M. Customs and Excise.
16. It is the responsibility of the lessee to ensure any electrical equipment is PAT tested if more than 1 year old. You may be asked to provide PAT certificates.
17. Any breach of the aforementioned conditions may result in the let being terminated.

For avoidance of doubt the following definitions shall apply to these conditions:-

'Polmont Community hub' or 'I' means the Organisation granting the let.

'The Organisation' means the Organisation granting the let.

'Let' means either

- a. where a charge is made for the use of the premises, a lease in respect of each occasion on which the premises may be used
- b. where no charge is made for the use of the premises, a permission to use the premises at the pleasure of Polmont Community Hub.

'Lessees' means

- a. the Organisation, and
- b. the authorised office bearer who applied for the let, and
- c. the responsible person

all bound jointly and severally. This means that the authorised office bearer and the responsible person are personally bound to ensure compliance with these conditions and may be held liable for any claim arising from the let.

'The premises' means the premises let except where the context requires that it means the overall premises in which the premises let are situated.