

Managing Agent – Portpatrick Community Development Trust (SCIO) Ltd. (PCDT)

Smoking is not permitted in any part of the premises

1. Any party, organisation, group or individual engaging any hall or room shall:

- a. 30 Days before the let, pay to PCDT the appropriate rental; a refundable deposit to cover damage and/or additional cleaning. Additional cleaning costs by arrangement.
- b. Do not enter the premises before the time booked and ensure that all persons have left the premises and all additional equipment has been removed there from by the time at which the let concludes.
- c. At the conclusion of the let, ensure that the hall is left in the same condition of cleanliness that it was in at the start of the let subject to cleaning arrangements.
- d. Will be wholly liable for any damage done to the premises, or to any fittings, apparatus or appliances during the use.
- e. Will be responsible for the health and safety of the members of their group including the safe evacuation of the premises in the event of a Fire. (See Appendix A) If the applicant does not wish to take on this responsibility for their group then PCDT will (at extra charge) provide stewards during the let at an extra charge to the applicant.
- f. Is responsible for ensuring that adequate insurance is taken out to cover for all risks for which the applicant is responsible in terms of the let and shall exhibit evidence of such insurance to PCDT on request;
- g. Must be aware that the sale or giving away of animals on Council premises is prohibited.

2. Food Safety. The applicant

- a. Is required to ensure compliance with the Food Safety Act 1990 and any subsequent regulations;
- b. Is required to remove all reasonable waste from the environs of the facility;
- c. Where the let is for an event involving the sale of food (e.g. coffee morning), ensure that said food is sold solely within the premises;

3. LICENCING

- a. Is required to obtain any relevant Licences.

These will typically include:-

an event where you will be selling alcohol such as at a dance

an event open to the general public, whether or not you charge an entrance fee

a cheese and wine type function where admission is by ticket and alcohol is included in the price

a late – night event

Market Operator's Licence a licence may be required in respect of for example Craft Fairs or Farmers' Markets. There is an exemption where the organiser/s are a Community or Voluntary Organisations. The Licensing Authority would expect to have sight of the Constitution prior to the recognition of the exemption in respect of the requirement for a Market Operator's licence.

4. The applicant is responsible for providing STEWARDS for the event and

- a. Is required to provide stewards for the event on the basis of 2 stewards for every 100 persons estimated to attend the event. Stewards must be at least 18 years of age and will be held personally liable for the preservation of order in the premises and the proper admission to and exit from the premises during the period of let. The names and addresses of all stewards must be indicated on the application form at the time of booking;
- b. Is responsible for ensuring that Stewards are fully aware of the Fire Evacuation Procedure the location of all fire exits within the premises, and the location of all fire equipment prior to the public being admitted [see Customer information sheet];
- c. Is responsible for ensuring that all Stewards are in the premises prior to the public being admitted;
- d. Ensure that Stewards are aware of the maximum permitted capacities of the premises and do not allow further admissions which would endanger the safety of the audience

5. During the PERIOD OF LET the applicant

- a. Must obey any instructions of the Council which may be conveyed to the applicant by the Hall keeper or Authorised Officer of the Council
- b. Must not put up any decorations, scenery or other fittings or furnishings without the prior consent of the Hall keeper or the Council's Authorised Officer;
- c. Must Not sub-let the premises or any part thereof;
- d. Is responsible for the proper conduct and management of the event and the suppression of nuisances, obscenity and drunkenness; take all proper precautions to prevent overcrowding of the premises including where necessary acting on the advice of the Fire master, the Chief Constable (or their representatives) or the Council's Authorised Officers; Maximum capacities will be supplied at time of booking.
- e. Ensure that the gangways and stairways are kept clear at all times;

6. PCDT reserves the right:-

- a. To decline the use of the premises at any time and to any applicant;
- b. To amend or alter these conditions or its scale of charges at any time;
- c. To impose any special conditions, which may seem to PCDT to be reasonable, to suit the circumstances of any particular booking.
- d. For its Authorised Agents to take access to the premises at any time;
- e. To cancel any other bookings by an applicant where the applicant has failed to adhere strictly to these Conditions of Let during the course of a booking.

7. PCDT and / or Dumfries and Galloway Council shall NOT :-

- a. Be liable for any loss or damage sustained by persons using the premises through failure in the heating or lighting arrangements or defects or deficiencies in the premises or their furnishings and fittings;
- b. Be responsible for any damage, injury to or loss of goods or property within the hall at the time of the let;
- c. Be responsible for the administration of first aid to persons suffering injuries within the building. Applicants are advised to have identified first aiders within their group.

8. THE PROTECTION OF CHILDREN (SCOTLAND) ACT 2003

- a. If the premises, or any part of the premises, are let in connection with the provision of services for children, that is persons under the age of 18, it shall be the sole responsibility of the applicant to ensure in advance that appropriate Disclosure Scotland checks under Part 5 of the Police Act 1997 have been carried out on any individual who will be involved in the said provision by way of working, whether paid or unpaid, in a childcare position as defined in Schedule 2 of the Protection of Children (Scotland) Act 2003.
- b. In this respect the applicant's attention is drawn to the fact that useful guidance on the Protection of Children (Scotland) Act 2003 is available on the Scottish Executive website.

9. CANCELLATIONS

- a. If the applicant cancels a let more than a minimum of 24 hours before it is scheduled to commence there will be no charge.
- b. If no advanced notification of cancellation is received for a let, the applicant will be charged for it.

10. COMPLAINTS

- a. Any complaints regarding a let, or the premises or the furnishings or fixtures there in must be sent in writing to

Appendix A

FIRE EVACUATION PROCEDURE

“On the Discovery of Fire”

You must clear all people from building and evacuate them through the nearest safe fire exit to the Assembly Point.

No person is to be allowed to return to the building under any circumstances. Until the Fire officer deems it safe to do so.

Do not re-enter the building unless at Group Leaders/ Fire Warden instruction.

“When the Alarm Sounds”

Group Leader / Fire Warden to instruct users to evacuate the building & then contact the fire brigade (dial 999).

Ask for the Fire Brigade.

Pass the information below on to the operator

Pass the Halls name, address and telephone number as listed below;

Centre Name Address:

Portpatrick Village Hall,
2-1 Welsh Place
Post Code: **DG9 8TZ**

Your Telephone Number.

DO NOT ring off until your message has been confirmed.

Note the time of alarm activation and call to Fire Brigade.