



## **CONDITIONS OF LET**

**Note: during current Covid 19, this document should also be read in conjunction with our Covid-19 Risk Assessment and Covid-19 Special Conditions of Hire**

### **General**

This document covers the hire of Finzean Hall. It is divided into 3 parts:

- ❖ The conditions of the let,
- ❖ The requirements that the Hirer has to meet in order to meet the obligations of the Hall's Public Entertainment Licence from Aberdeenshire Council
- ❖ A number of safety points which are specific to Finzean Hall from the Hall's risk assessment

### **Conditions of the let:**

1. Application for the hire of the Hall shall be made on the private function booking form. The person signing the form will be the Hirer. They must be over 18 years old and will be responsible for the hire charge. Where an organisation is named on the booking form, that organisation shall be jointly liable with the Hirer under these conditions.
2. On receipt of the booking form, an invoice will be issued and charges will be in accordance with the pricing policy at the time. Invoice will include a full breakdown of charges known at the time of booking plus deposits. In order to secure the booking a 50% advance deposit of the total hire charge will need to be paid on receipt of this invoice. The invoice will also indicate when the balance of the hire and a damages deposit will be due settlement, this will be 6 weeks prior to the event. The damages deposit will be fully refunded after the event provided no damages incurred. Any additional costs for example extended set up/clear up times, cleaning, these will be invoiced after the event and payment will be due on receipt of the invoice. All payments will be by bank transfer. The facility must not be used for purposes other than those stated on the application form, nor may the hall be sub-let.
3. In the event of cancellation by the Hirer, the deposit(s) will be lost, unless it is waived by the Community Association. If for any reason Finzean Community Association has to cancel a booking, the Hirer will be entitled to a reimbursement of such monies.
4. The Hirer shall leave the hall in a clean and tidy condition, and ensure all windows, doors and exits are secure and closed. All rubbish should be deposited in the bins outside the back door of the hall, with recyclable materials (plastic, cans and cardboard) put in the recycling bin (blue lid) and bottles/glass in the bin in car park opposite. If bins are filled, any extra rubbish must be removed by Hirer. If additional

cleaning of the premises is required, a cleaning charge will apply, an invoice issued and payment will be due on receipt of the invoice. We urge Hirers to consider others who may need access to set up for their function.

5. 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. As item 2, if no damages incurred, the damages deposit will be fully refunded
6. It will be the Hirer's responsibility to ensure that all equipment or property brought into the premises is in a safe and sound condition and complies with all relevant safety regulations. The Association reserves the right to exclude any equipment or property it deems unsuitable. At the end of the period for which the Hall is hired, the Hirer shall clear it of all equipment that has been brought in. Please be considerate of others who may need access to the hall for their event.
7. Hirers are responsible for maintaining good order and behaviour when using the Hall. Due regard must be paid to other users and local residents.
8. No animals (including birds) except guide dogs are to be brought into the Hall other than for a special event agreed by the Management Committee. No animals whatsoever are to enter the kitchen at any time.
9. Without limiting any other aspect of these conditions, the Hirer will indemnify the Finzean Community Association from and against all actions and claims, including loss of properties belonging to hirers or users. Hirers are strongly advised to ensure that they take out suitable Public Liability Insurance to cover themselves for making good any damage or meeting a claim from an injured person at the event for which the organizers could be held responsible.
10. Any structure (e.g. marquee) or equipment (e.g. barbecue) to be erected or used on the amenity land or the curtilage of the hall, will need to have the prior approval of the Association; no use of the amenity land should take place in such a way as to obstruct the use of the footpath running through it.
11. Due to the presence of farm animals around the Hall, no fireworks or candle lanterns can be let off without specific permission from the Community Association.
12. Finzean Community Association has the right to terminate, alter or refuse admission at any time if circumstances require such a change.
13. All disputes that may arise shall be settled by the Finzean Community Association, whose decision shall be final.

## **Obligations to meet the Hall's Public Entertainment Licence**

14. Finzean Village Hall operates under the Aberdeenshire Council Public Entertainment Licence (a summary of which is listed below). The Hirer is responsible for ensuring that the regulations are adhered during the hire period.
15. The Hirer shall regulate admissions so that at no time is the maximum capacity set by the Finzean Community Association exceeded. These are as follows:

	Large Hall	Small Hall
Seated	200	70
Dancing	173	70
Tables and Chairs	126	48

16. To ensure compliance with current safety guidelines, each event staged in the Hall must 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 any emergency (particularly fire). If there are more than 100 people at the event, the hirer is required to nominate a second responsible person, and likewise if more than 200 people will be present at the event then a 3<sup>rd</sup> responsible person should be nominated. Hirers are required to nominate these people on the application form. The nominated person(s) must be readily identifiable and present throughout the duration of the event. If the Hirer is not able to provide such a person, the Finzean Community Association will do so and the Hirer will be charged for the cost involved.
17. It is the responsibility of the Hirer (and responsible persons) to familiarise himself/herself/themselves with the normal operating procedures and the fire/emergency procedures (which are displayed behind the bar) and for ensuring that the other users are familiar with them, the position of fire fighting equipment and the four fire exits.
18. Access to the exits (and the back corridor) must be kept clear at all times.
19. It is the responsibility of the Hirer (and responsible persons) to familiarise him/herself/themselves with the position of the first aid box and its contents. It is recommended that at every event in the Hall there is a qualified First Aider present. The hirer will also be responsible for identifying and providing any additional first aid equipment that might be needed to meet the specialised demands of users.
20. No portable LPG heaters are to be used in the Hall without permission of the Community Association and, even then, not when members of the public are present.
21. All functions must be finished by 1:00am on any day, unless the hirer has obtained permission from both the Community Association and also Aberdeenshire council at least 48hrs beforehand.
22. Any catering facility provided during the event must comply with the relevant Food Safety Regulations
23. The Hirer shall ensure that he/she has obtained all necessary licenses. This will include theatre, liquor and trading licenses.
24. The arrangements of the tables, seats etc must ensure that fire exits are not blocked.

25. If seats are being used then there must be at least a 300 mm gap between the rows of seats. There must also be either a single 1.1 metre wide gangway up the centre of the Hall or a 1.1 metre gangway on both sides of the Hall in order to allow personnel to exit in an emergency.
26. Extra precautions must be put in place when disabled persons are on the premises, particularly with respect to ensuring their safe evacuation in an emergency.
27. The Hirers shall commit no infringement of the Copyright Act and the Hirer will relieve the Finzean Community Association from all claims thereof.
28. The Hirer shall ensure that any activities for children under eight years of age comply with The Children Act 1989 and that only fit and proper persons have access to the children.

## **Additional Risks Identified For Finzean Hall**

The Hirer is responsible for ensuring that a proper appraisal of the use of the hall, car park and amenity ground is undertaken prior to taking occupation in the light of the needs of the users. In undertaking this appraisal, the attention of the Hirer is drawn to the following areas that may pose a particular risk. However, this is not necessarily a comprehensive listing and it is the responsibility of the Hirer to ensure that other risks are identified in the light of the characteristics of the user. Where necessary, it will be the Hirer's responsibility to draw the attention of users to these points.

1. All users should take care in crossing the road from the car park, as there is sometimes heavy and fast moving traffic using the road adjacent to the hall.
2. Take care (eg by positioning a person at the front door) to ensure that small children or others who may be unsafe in traffic do not have unsupervised access to the front door; note also that the fire doors open easily on push bars and that outside there are gates providing access to the road from the amenity ground
3. Candles may be used as table decoration, but must be held in proper candleholders. It is the responsibility of the Hirer to ensure that all candles and naked lights are extinguished before leaving the building
4. Ensure that only responsible people have access to the kitchen, take particular care using the gas cooker and ensure that the high level tap supplying it is turned off after use.
5. The sets of folding doors separating foyer from the large and small halls are heavy and should not be re-positioned without prior authority. Moving them inexpertly can be dangerous and can damage the doors.
6. The hatch from the kitchen is heavy, and it is advisable for the final raising of the hatch to be undertaken from outside the kitchen. The top securing bolts should always be positioned in place when the hatch is open.
7. Use the dropping off point and the track down the side of the hall only for dropping off and unloading; Please do not leave vehicles parked anywhere other than the car park when the hall is in use. This is to ensure easy emergency exit from the building and ready access for emergency vehicles