



# CONDITIONS OF HIRE

## Introduction

1. For the purpose of these conditions the HIRER means the person whose name and signature appear on the Hire Agreement, or where the HIRER is an organisation, the authorised representative as listed in the Confirmation of Booking.
2. The PREMISES mean Campbeltown Town Hall which is a valuable resource in our community.
3. SOUTH KINTYRE DEVELOPMENT TRUST (SKDT) is a charitable company that owns and runs the PREMISES on behalf of the local community. SKDT manages and operates the PREMISES with whom the HIRER enters a HIRE agreement.
4. The PREMISES is available for let as the Main hall, Chambers, Meeting Room and Kitchen.
5. Also available by indicating on the booking form if required are:
  - A modern Public Address system (the Hirer must attend a training session before this can be made available)
  - Mood Lighting in a range of colours in Main Hall
  - Adjustable Stage
  - Projector and screen
  - Flip chart
  - Catering - tea, coffee and biscuits. Any additional catering requirements must be arranged by the HIRER.
6. The PREMISES are available to let to any person or organisation without limitation to age, sex, race or creed, except that no HIRER shall be under the age of 21.
7. The Public Entertainment Licence held by SKDT permits the use of the premises for the following kind of entertainment or recreation and is not limited to:  
Theatre Performances, Film Shows, Festivals, Private Functions, Weddings, Public Meetings, Dances, Concerts.

## **Management**

1. Applications for hire are processed and considered by the SKDT bookings office in the first instance. This can be done online using the booking form on the website or by visiting the office in the Town Hall between Monday and Friday 9am to 5pm.
2. SKDT has the right to refuse a booking if they feel it would not be in the interest of the Town Hall/SKDT. In the event that a booking is refused, the application will be considered and a final decision will be made by SKDT Board of Directors.
3. Party bookings for beneficiaries between 16 and 21 require additional terms to be adhered to. Please request a copy of terms from the SKDT office.
4. SKDT has the right to close an event if they consider that it is becoming unmanageable.
5. Alcohol may only be consumed on the premises if stated in the *Confirmation of Booking* and only then upon production of an appropriate Alcohol Licence.
6. SKDT operates a zero tolerance policy on drugs and any illegal substance. If any hall user is found to be under the influence, or in possession of any drugs or illegal substance the hire will be terminated with immediate effect and the police notified.
7. The HIRER shall ensure that minimum noise is made on arrival and departure. Hires will terminate at 1am unless dispensation is given in writing in advance.
8. Operation of any lighting or PA equipment can only be operated by an approved responsible person or our own technician. The TRUST will determine if technical support will be required at an event
9. Wall mounted decorations are not permitted without prior consent from Town Hall staff.

## **HIRER's Responsibilities**

The HIRER will be responsible for ensuring that all conditions for use of the PREMISES are adhered to.

1. The HIRER will be responsible for supervision of the rooms that have been hired and communal areas in the PREMISES including toilets, cloakroom and lifts and the contents of these areas to avoid damage and loss
2. The Hirer will be responsible for the behavior of all persons on the PREMISES, whatever their capacity.
3. The HIRER shall not use the premises for any purpose other than that stated in the Confirmation of Booking, shall not sub-hire or use the premises or allow the premises to be used for any unlawful purpose which may render invalid any insurance policies

5. The HIRER shall be responsible for obtaining such licenses that may be needed whether for the sale or the supply of alcoholic beverages or for the performance of entertainment and/or other such activities for which authorisation is required. If stewards are required for the event, this is the responsibility of the hirer. The TRUST can recommend local qualified stewards if required. The Trust can provide a bar upon request but at least 35 days advance notice is required for provision of alcohol license.

6. When applicable and to comply with the Public Entertainments License, the HIRER should have sufficient competent attendants on duty on the premises to assist people entering and leaving and generally supervising the event. In addition to the HIRER, the number of attendants must be a ratio of 1 per 50 persons.

7. The HIRER is responsible for any external suppliers (i.e. caterers, licensees, bands etc.) and any damage to the building or its contents caused by them during the hire period. It is also the responsibility of the hirer to ensure their suppliers have the appropriate liability insurance in place where required.

8. The HIRER shall indemnify SKDT for the cost of repair of any damage done to any part of the property or the contents of the building which may occur during the period of hiring, as a result of the hiring. The HIRER shall make good, or pay for, all damage caused (including accidental damage) to the PREMISES; to fixtures, to fittings or contents, and for any loss of contents.

9. Personal Belongings are left at the owners' risk. SKDT will not be responsible for any loss or damage. Items left on the premises which are not a risk to fire or safety will be kept in the lost property box and held for a period of one month.

11. The HIRER shall ensure that no animals, except guide dogs, are brought into the hall, without prior agreement.

12. The HIRER shall, if preparing, serving or selling food, observe all the relevant food health and hygiene legislation and regulations including those detailed on any notice in the kitchen or other part of the PREMISES.

13. 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. The HIRER shall ensure that at the end of the hire:

- The PREMISES are left in a clean and tidy condition, and waste is removed;
- All items of equipment and furniture temporarily removed from their previous/usual positions must be replaced, and/or returned to designated storage area(s);
- All lights, electricity, gas and water must be turned off.

## **Safety & Security**

1. For everyone's safety and security, the HIRER should fully familiarise themselves with:
  - a. the location and use of fire equipment,
  - b. the escape routes and the need to keep them clear,
  - c. the necessity to close all fire doors.
2. Smoking is strictly prohibited on the premises (including the use of electronic cigarettes).
3. The emergency, external & internal fire doors must be kept shut during an event, unless otherwise necessitated by an emergency. Upon departure, all windows, doors and shutters must be made secure and the access security system made live by the HIRER, unless directed otherwise by a member of SKDT.
4. The use of Gas and Methane burners to heat and cook food in any area of the PREMISES is strictly prohibited. No artificial smoke is allowed at any time including during a disco or when using a DJ.
5. Candles, confetti canons and indoor fireworks are strictly prohibited.
6. If activities involve the supervision of children or other vulnerable persons, it is the responsibility of the HIRER to ensure that all requirements of Disclosure Scotland PVG Scheme are complied with.
7. The HIRER shall ensure that all children on the premises are under adult supervision at all times. Children are strictly not permitted in the kitchen.
8. The HIRER shall ensure that sub-contracted activities such as mobile discotheques, bouncy castles etc. are fully insured against public liability for their operation. The TRUST has insured the hall for Public Liability risks falling within their responsibility
9. The HIRER shall ensure that any electrical appliances brought to the premises and used there, shall be safe, in good working order and used in a safe manner.

If the HIRER fails to follow these instructions, or in the event of breakages or losses, additional charges may be levied against the HIRER including retention of deposit by SKDT.

HIRERS are asked to respect the facilities provided by Campbeltown Town Hall which is a valuable resource in our community. It is run by the TRUST on your behalf and it is only with your cooperation that we can all fulfil our mutual aims.

## **Staffing**

SKDT will provide a caretaker whose duties are to open and close the hall and monitor the activities in the Hall to ensure that hirers comply with the Conditions of Hire and other statutory requirements.

## **Clear-up check-list**

Before leaving the premises, please be sure to carry out the following:

### **Main Hall Hire:**

Clear surfaces of all tables

Ensure floor of Main Hall is clear from debris

Ensure toilets and all public areas are left in reasonable state of tidiness

Remove all litter and rubbish

Remove all personal belongings (your bar or caterer may help with this)

\*Mopping of the main hall floor is not required as this requires specialist treatment

### **Kitchen hire:**

Ensure all kitchen surfaces are clean

All dishes and utensils must be washed and returned to their original place (any breakages should be recorded in the Kitchen Handbook)

Remove all rubbish from the premises

Ensure all appliances are switched off

### **Meeting room hire:**

Clear surface of tables

Remove all rubbish from the premises

## **In the Event of an Emergency**

1. In the first instance please telephone the Town Hall Caretaker (telephone number to be advised) If the Caretaker is unavailable, please telephone the member of staff in charge (number to be advised-these are on the window at reception and external notice board.
2. If a representative of SKDT is called out to the hall during a hire to remedy a situation caused by improper use of the hall then an additional charge may be levied.

## **Governing Law**

1. The governing law of these Terms and Conditions is the Law of Scotland
2. All prices quoted are inclusive of VAT at 20% and are subject to change.

## **Booking Procedure**

1. For an initial booking, or enquiry, the HIRER must complete a *Booking Enquiry Form* via the website or request a printed version which can be returned by post or in person to *Campbeltown Town Hall, 54 Main Street, Campbeltown PA28 6AB.*
2. All bookings are provisional until appropriate payment has been received as per payment terms.
3. The HIRER has access only to the parts of the Hall specified in the booking enquiry form.
4. It is taken that upon payment of hire or deposit you are accepting our Terms & Conditions, which are legally binding.

## **Hire Charges and Payment Terms**

Hourly Rates and other hire charges shall be determined from time to time by SKDT and published locally, on the SKDT and Town Hall website and social media. Hire charges set out in a booking shall remain firm during the time of that booking. Set/excess time is charged at the hourly rate.

## **HIRE RATES**

**Community rate**- coffee mornings, tea dances, community meetings and events for non-profit groups which benefit the community of Kintyre and meet the social objectives of SKDT or are raising money for community benefit (but **NOT** larger charities, faith groups, political or other users who are not based locally).

**Standard Rate**-private events, functions, performances where **no** entry fee is charged, licensed events, training events by companies to generate income (but not where places are offered free to the community)

**Commercial** – Ticketed shows and concerts, conferences, entertainment promoters, large commercial events and receptions (where profit is **NOT** for community benefit).

**Exclusive Hire of Building** – Where the sole and exclusive use of the building is required or the requirements are such the hire will amount to exclusive use of the building i.e. no other rooms can be let. Cost will be determined by the board of SKDT

Payment for hire of the Hall or parts thereof in accordance with the current *Scale of Charges* shall be made as follows:

| <b>a. Weddings / licensed events and non-licensed events where participants are under 21 (see also Cancellation Policy below)</b> |  |
|---|--|
| <b>Non-refundable deposit (retainer):</b>   | 50% of total hire cost is due to secure and guarantee your date. Payment is due within <b>14 days</b> of invoice.  |
| <b>Balance of hire:</b>   | Outstanding hire cost will be invoiced and must be paid 28 days prior to event. Failure to do so may result in cancellation and loss of retainer.  |
| <b>Bar Surcharge</b>  | There will be a fee of <b>£150 inc VAT</b> for the external operation of a licensed bar at Campbeltown Town Hall. This will normally be charged to the licensee but can be invoiced to the hirer on request  |
| <b>Security deposit:*</b>   | A security deposit of <b>£350</b> is required to cover any damage, theft or breakages incurred to the fabric or contents of the Town Hall by you or your guests during the time of hire. This will be invoiced and is payable 7 days in advance of your event. Upon satisfactory inspection of the premises, this will be <b>refunded within 48hrs</b> of event. |

**b. All other one off events, exhibitions, cultural activities and meeting room hires - to be paid in full at time of booking.**

|   |  |
|---|--|
| <b>Non-refundable deposit (retainer):</b> | 50% of total hire cost is due to secure and guarantee your date. Payment is due within 14 days of invoice. |
|---|--|

**c. Local organisations making multiple bookings, i.e. every week or month etc. invoices will be issued at the end of the month and payment due within 14 days.**

**d. For multiple bookings from HIRERS not resident in Campbeltown, payment for each 4 week block is to be made in advance.**

**NB: Set Up/ Excess Time is charged at the hourly rate**

**Block bookings** where a HIRER commits to a 13 week booking (or more), payable in advance, may attract a reduction at the Manager’s discretion. Cancellations for block bookings are non-refundable.

\*Prior to and after any hire, a representative of the TRUST and the HIRER will inspect the hired area and take note of any damage.

**Cancellation Policy**

In the event that a HIRER has to cancel a confirmed booking, the appropriate cancellation fees will apply as follows:

|  |                                     |
|--|-------------------------------------|
| <b>a. Weddings / licensed events</b>                           |                                     |
| <b>Prior to 4 weeks’ notice:</b>                               | Initial deposits are non-refundable |
| <b>28 days/4 weeks’ notice or less:</b>                        | 100% of hire cost due*              |
| <b>b. All other one off events including meeting room hire</b> |                                     |
| <b>Prior to 4 weeks’ notice:</b>                               | 50% refund                          |
| <b>4 weeks’ notice or less:</b>                                | 100% of hire cost due*              |



*\*Full refund may be granted in exceptional circumstances at the Trust's discretion.*

All cancellations are to be submitted in writing to the Town Hall by email or post.

All income generated via hires and events at Campbeltown Town Hall is used to cover the administration and running costs of this important community owned building.

Thank you for your cooperation and continued support.

Town Hall Management Team

And the Board of South Kintyre Development Trust

