

Terms & Conditions of Hire

These Terms & Conditions must be signed and dated before a hire booking is accepted. Ochiltree Community Hub will hereinafter be referred to as "the Hub".

I BOOKING, PAYMENT, CANCELLATION

- 1.1 All applications for hire must be made in writing or online through the Hub's website using the booking form (hereinafter referred to as "the form") and lodged at the OCH office. On receipt of the completed form, the Hub will issue a confirmation notice to the organisation or individual (hereinafter referred to as "the hirer") and, only on receipt of this confirmation notice and a signed copy of the Terms & Conditions of Hire, will a binding contract exist between the Hub and the organisation/individual making the booking.
- 1.2 All charges due for the hire of facilities and /or equipment must be paid in advance and a non-refundable 50% deposit will be required at the time of the contract being entered into between the parties. Full payment must be paid by the hirer one calendar month before the date of hire unless alternative arrangements have been agreed by a representative of the Hub and recorded within the confirmation notice.
- 1.3 It is the responsibility of the hirer to make sure that they set up during the hire period and completely vacate the facilities by the end of the agreed hired period. This shall include all persons attending a hire and any equipment used during the hire period. Should the hire overrun the agreed hire period, an appropriate charge will be made. This charge will be based on an appropriate hourly rate as set out in the Hub's pricing policy as of the date of the event.
- 1.4 Any invoice issued by the Hub to the hirer shall be paid within fourteen days of receipt of the date of invoice. Failure to meet this requirement may result in legal action and/or affect the hirer's ability to hire facilities/equipment from the Hub on future dates.
- 1.5 The Hub has an irrevocable right to cancel the contract of hire between the parties at any time and for any reason and the Hub will not be held liable for such actions. Where possible suitable alternative facilities and/or equipment of the Hub will be offered or a refund of the balance will be made for any outstanding hire arrangements in the contract.
- 1.6 A contract of hire may be altered if there is reasonable justification. However, any decision will be at the discretion of the Chair of the Hub or a nominated officer.

2 HIRER'S RESPONSIBILITIES, BUILDING/EQUIPMENT, LICENCES, INSURANCE, HEALTH & SAFETY

- 2.1 The hirer will be liable for any loss or damage to any property belonging to the Hub. This includes but not limited to the fabric of the building, including all fixtures, fittings, plant and equipment used or hired and associated facilities required/made available, the ground or landscape of the facility, which is caused by either malicious damage or the negligence or actions of any persons attending the facility during a period of hire. The hirer will also be liable for any additional tidying, cleaning or similar costs incurred after the period of hire caused by the hirer's activities, members, participants or other invited guests and will be liable for the full cost of bringing the facility and/or equipment used by the hirer to an acceptable standard of use in the Hub's sole judgment, regardless of the extent to which such costs may or may not be covered by any insurance policy arranged by the hirer and for all increased cost and or consequential losses suffered.
- 2.2 It is the responsibility of the hirer to ensure that all necessary licences are obtained prior to the date of hire including, but not limited to, any licence required in terms of the Licencing (Scotland) 2005 Act, the Gambling Act 2005 or the Civic Government (Scotland) Act 1982. Failure to adhere to this clause will result in the cancellation of the booking by the Hub and the hirer will be liable for any associated cancellation costs.
- 2.3 The hirer will be responsible for the security and insurance of its personnel and for those attending the facility during the period of hire and property and equipment owned or operated by the hirer against all risks associated with the hire of the facility regardless of whether the hirer has indemnity insurance. The Hub may insist a bond is in place before a contract is accepted and this will be solely at the discretion of the Chair or his representative. Any bond will be retained by the Hub to cover any repairs required or used as part of the settlement to meet such costs. Any unused part of such a bond will be returned to the hirer.
- 2.4 The Hub has Hirers Liability Insurance for private individuals included within the let fee. Business and Political hirer's have the responsibility to ensure that they have adequate public/products liability insurance cover in place. The Hub requires that the Business / Political hirer takes its own independent insurance advice regarding the extent of public/products liability and other insurance protection required and such insurance cover/indemnity limit will be at least five million pounds in any one event. The Hub reserves the right to curtail or cancel a booking should the hirer fail to satisfy the minimum insurance requirements stipulated in the Terms and Conditions of Hire and the hirer will be liable for any associated cancellation costs.
- 2.5 The Business / Political hirer agrees to indemnify the Hub against all losses, damages, claims, costs, demands, expenses or other liability arising from or in connection with: (i) any damage to the facility or equipment of the Hub whether caused by the hirer, the hirer's employees, agents, subcontractors or guests; and (ii) any death or injury caused by the hirer's negligence.
- 2.6 The hirer will not do anything that will or might invalidate in whole, or in part, any insurance affected by the Trust in respect of the facility and/or equipment from time to time
- 2.7 The hirer accepts the facilities and/or equipment in their present condition(s) and as satisfactory in all respects for the purposes of the hire. The hirer will not use the facilities and/or equipment or permit the facilities and/or equipment to be used other than for the purposes of the hire.
- 2.8 The hirer will keep the facility clean, tidy and clear of rubbish and litter throughout the duration of hire.
- 2.9 The hirer will not make any alterations or additions to the facility and/or equipment throughout the duration of hire.

- 2.10 The hirer will not do or permit to be done anything which is illegal or which may be or become a nuisance, inconvenience or disturbance to the Trust or any owner/ occupier of neighbouring property. This applies to the facility and/or to any equipment throughout the duration of hire.
- 2.11 The hirer and/or any others authorised by them must respect all requests from the Hub or a representative of the Hub to move or remove any equipment or vehicles that may be causing an obstruction at the facility or associated car park.
- 2.12 The Hub will not be held liable for any equipment or goods left at a venue by the hirer.
- 2.13 Parking is not provided as part of the hire. Where hirers, members, participants or other invited guests park on Hub property, it will be at their own risk.
- 2.14 The hirer must comply at all times with all legislation governing the proposed use of the facility and/or equipment, including but not limited to the Health and Safety at Work Act 1974 etc. It is the hirer's responsibility to ensure that risk assessments are undertaken, made available to the Hub upon request and reviewed appropriately. Failure to ensure proper risk assessments are done may result in the cancellation of the booking and the hirer will be liable for any associated cancellation costs. All activities conducted during the period of hire must be done in accordance with the appropriate governing body guidelines.
- 2.15 Any accident, incident or near misses during the period of hire must be reported by the hirer to the key holder of the facility immediately to ensure a full investigation can be carried out.
- 2.16 If a hirer intends to coach, instruct or teach during the period of hire, it is their responsibility to ensure that they are qualified to the minimum standard recognised by the National Governing Body of the respective discipline.
- 2.17 It is the responsibility of the hirer to ensure that they provide adequate first aid cover and that they are proficient in the application of first aid should an accident befall any individual or group of individuals that attend any session they have booked.
- 2.18 The hirer must take all reasonable care to prevent a fire occurring at the facility and ensure that all passageways, corridors, stairs and doorways within the facility are kept entirely free from obstruction or from members of the public; and that fire appliances are not covered or blocked in any way. The hirer must ensure that they are familiar with the position of all fire alarm actuation points, emergency exit doors, fire assembly point, light switches and the nearest telephone and it is the responsibility of the hirer to point out exits to those attending the facility during the period of hire. The hirer must observe and comply with written instructions regarding evacuation procedures on display within the facility. The facility designated Fire Warden will be available to provide guidance on these issues.
- 2.19 All fittings, decorations, props, equipment, property and other items belonging to/or provided by the Hirer will be subject to the approval of the Hub and must be removed by the hirer immediately at the termination of the hire period unless prior written agreement has been made with the Hub. Helium balloons can only be used at the facility upon receipt by the hirer of the written consent of the Hub and candles must only be used in enclosed containers. Should the hirer wish to use confetti at the facility, this may incur an additional cleaning charge, payable by the hirer on demand from the Hub
- 2.20 In the case of an emergency affecting the facilities, the hirer will comply with the fire evacuation procedures and instructions of the Hub representative and or the emergency services.
- 2.21 Any portable electrical equipment being used or brought into the facility by the hirer will require a current portable appliances test (PAT) certificate otherwise the equipment cannot be used at the facility. Furthermore, the hirer undertakes that any other equipment they bring into the facility is fit for the intended purpose to comply with current EU regulations, is in safe condition and free from defect.
- 2.22 Smoking will not be permitted in any part of the facility or grounds in accordance with the provisions of the smoking, Health and Social Care (Scotland) Act 2005 (hereinafter referred to as "the 2005 Act"), and will take all reasonably practical measures to ensure those attending the facility comply with the 2005 Act. Failure to do so may result in the immediate termination of the hire.
- 2.23 Due to the nature of certain events/activities in the interest of safety, the Hub may insist that appropriate stewarding be in place at the facility during the hire period. The complement of stewards required will be at the discretion of the Hub. Failure to comply with this clause may result in the cancellation of the booking and the hirer will be liable for any associated cancellation costs.
- 2.24 The hirer will leave the facility in a clean and tidy condition and will remove any of its furniture, equipment, goods, rubbish and litter from the facility at the end of the period of hire. The hirer must make good any damage which the hirer may cause to the facility, or any part thereof and/or equipment, to the reasonable satisfaction of the Hub.
- 2.25 It is the responsibility of the hirer to pay all Performing Rights Society fees if music is played during a period of hire. Should a hirer indicate they possess a PRS license of their own and it is subsequently discovered they do not they will be held liable for such fees.

3 ALCOHOL

- 3.1 The Hub does not allow unlicensed alcohol in its facility, should a hirer wish alcohol to be consumed during a period of hire, they will be required to inform the Hub of this at the time of booking and use the Hub's alcohol licence facilities at the advertised cost. The Hub will then consider any such request on its own merits and a decision on whether or not to permit this will be confirmed to the hirer together with any additional conditions that may be required in the confirmation notice issued by the Hub.

4 CHILD PROTECTION AND VULNERABLE ADULTS

4.1 The hirer must ensure that it complies with and continues to comply with the requirements of the Protection of Vulnerable Groups (Scotland) Act 2007 ("the PVG Act"). This is particularly relevant to any hire involving children and young people under the age of 18 years of age and/or vulnerable adults. All groups who cater for children or young people less than 18 years of age are legally required to have a child protection policy in place. All leaders, helpers and employees of the hirer that have regular unsupervised access to children must be checked through Disclosure Scotland. The Hub, prior to accepting your form or at any point during the course of the hire period, may require to see a copy of this policy and/or Disclosure Scotland certificates. Failure to comply with the Act may result in the termination of the hire and the hirer will be liable for any associated cancellation costs.

4.2 The hirer may have to register through an umbrella organisation to obtain disclosures. If you are unable to obtain an enhanced disclosure in terms of the Police Act 1997, you may be requested to complete an affidavit stating that you are not disqualified from working with children, and in such circumstances you will not be allowed to employ others on your behalf to assist or run sessions on your behalf. Should a signed affidavit be required then a witnessing signature will be required from a doctor, police officer, social worker or other suitable professional stating that they know you and to their knowledge the information provided is true.

4.3 The Hub supports safe and supportive environments for children, young people and those working with them and to encourage this will make information available with regard to the Protection of Children (Scotland) Act 2003 and the hirer shall familiarise themselves and adhere to the terms of Good Practice, to parents/carers using our facilities and premises as well as to groups who provide these services.

5 GENERAL TERMS AND CONDITIONS

5.1 Facilities refer to any venue or area within a venue indoor or outdoor, or services provided to a hirer by the Hub as detailed within the form.

5.2 On signing these conditions, the hirer agrees to adhere to them and any additional rules, practices or policies and regulations that may be in place for certain facilities operated by the Hub

5.3 The Hub or its representatives shall at any time be entitled to have free unrestricted access to any part of the facility during any period of hire.

5.4 The Hub is committed to Equality and Diversity and reserves the right to withdraw services, equipment or facilities to any organisation or individual who, after investigation, prove to be discriminating against any individual or group.

5.5 The facilities or equipment must not be used for any other purpose than that stated on the application form and shall not be sublet without the prior consent of the Hub

5.6 The Hub reserves the right to refuse any hirer the use of its facilities and/or equipment without assigning reason thereof.

5.7 It is the hirer's responsibility to ensure that the form is complete and accurate and that all the necessary information is provided to the Hub to allow them to comply with your booking. Hirers are advised to check arrangements one week prior to a booking to ensure their requirements are being met.

5.8 The Hub reserves the right to delete, alter or cancel any of these conditions at any time.