

Terms and Conditions for using St Boswells Village Hall



ST. BOSWELLS VILLAGE HALL

Booking St Boswells Village Hall

1. All users are asked to pay for the hall hire charge at the time that the booking is made. The Booking Clerk will provide the village hall bank account details for an internet banking transfer which is the preferred payment method. If the user is paying by cheque then this needs to be left at the village hall as soon as the booking is confirmed. Use of the hall will only be possible if the hire charge has been received at least 24 hours before the hall booking. In the event that a booking cannot go ahead, if the circumstances are beyond the client's control a full refund will be made. Otherwise, we reserve the right to retain costs incurred.
2. For regular users of the village hall alternative payment methods can be agreed on an individual basis based on past arrangements.
3. Please note that it may not be possible or appropriate for certain events to take place in different areas of the hall at the same time. Decisions on this matter are at the sole discretion of the Management Committee.

Your event

1. Please see the capacity numbers allowed at each type of event in each room. Numbers are in line with fire regulations and, for your safety, should be adhered to.
2. Organisers of events catering for persons under the age of 21 will make adequate arrangements for responsible adults to be in charge throughout the event.
3. Anyone supplying alcohol on the premises must have an appropriate licence from the authorities (from Scottish Borders Council). BYOB does not require a license.
4. Anyone found to have used or allowed the use of drugs or any other banned substance will be reported to the police.
5. At the start of your hire please make yourself familiar with the Hall's Information containing policies and procedures (on the Make a booking Page on the website and in the kitchen pinned to the notice-board). This will help to ensure that the hall is safe for you and your users, and left as you found it. It is your responsibility to read this information and to ensure that all hall users at your event know the rules of the hall as well as what to do in the event of a fire or accident.
6. Organisers should note the fire exits and location of fire extinguishers. It is then their duty to pass this information on to others attending the event at the start of the event. **A Fire Safety Briefing must be read out at the start of the event.**

St Boswells Village Hall, Room Capacity Limits

Main Hall (excluding stage)

Standing/dancing 170

Seating – tables & chairs 110

Used for both of the above 150

Closely seated audience 240

Lesser Hall

Standing/dancing 60

Seating – tables & chairs 36

Used for both of the above 42

Closely seated audience 60

Upper Hall

Standing/dancing 50

Seating – tables & chairs 30

Used for both of the above 44

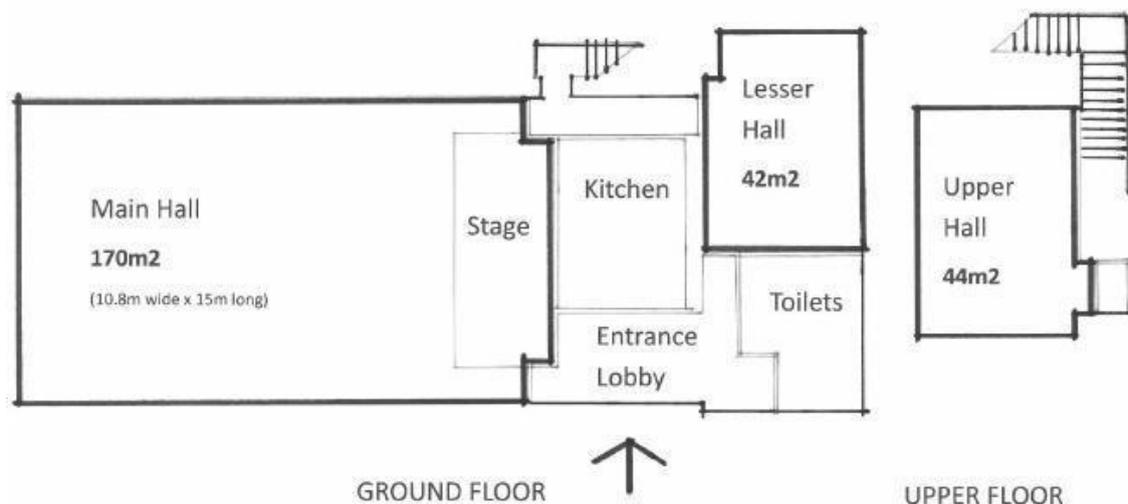
Closely seated audience 60

Note: These *maximum* capacities may not be appropriate for some events.

Please respect St Boswells Village Hall. The building was paid for by local people in 1896, and it has been maintained ever since by our community, and managed by volunteers. Help us look after it.

All events will finish by 1:00AM: one hour maximum will be allowed for clearing up. The doors must be locked no later than 2:00AM. All remaining on premises will be asked to leave at this point.

The Hall's dimensions



When planning an event, of course it's best to check yourself to see if we can fit your needs. But this may give you an idea of how the Main Hall can be used:

Its stage, which is equipped with excellent lighting and sound systems, is 7m wide by 3.5m deep. Stage curtain drop from rail of 3.30m x 7.10m wide.

In the body of the Main Hall you can have:

- up to 240 chairs theatre-style
- 14 trestle tables measuring 183cm long x 76cm – height 75cm.
- 14 smaller square(ish) tables measuring 91cm x 77cm – height 70cm.

If you take items out of the Main/Lesser Hall please return to the hall you removed them from after your event – thank you! You may hire in alternative tables and chairs at your own cost.



Main Hall set up for wedding by *Get Knotted*



Set up for a craft fair

To book St Boswells Village Hall please email booking@stboswellsvillagehall.org

Your responsibilities – the small print. Read carefully.

1. **Keep to your agreement.** The Hirer shall not use the premises for any purpose other than that described in the Hiring Agreement and shall not sub-hire or use the premises, or allow the premises to be used for any unlawful purpose or in any unlawful way nor do anything or bring onto the premises anything which may endanger the same or render invalid any insurance cover.

2. **Supervision.** The Hirer shall, during the period of the hiring, be responsible for: supervision of the premises, the fabric and the contents; their care, safety from damage however slight or change of any sort; and the behaviour of all persons using the premises whatever their capacity.

3. **Damage.** Any damage (including accidental damage) will be the responsibility of the hirer and will be charged at cost for repair or replacement. Should any remedial work be required as a result of the hire, the hirer will be charged the commercial rate for this to be carried out. No work shall be carried out by any user or employee of the Hall out with the agreed remit until consultation has taken place with the Committee and the necessary risk assessment carried out.

4. **Cleanliness.** The Hall will be provided in a clean and tidy condition. It is the responsibility of the person who made the booking to see that it is left in the same condition at the end of the let. For more information see the hirer's information pack concerning the Hall's policies – available on this website, and a hard copy is pinned to the kitchen notice board.

Disposal of rubbish & waste is the responsibility of the hirer. In the case of all events, whether large or small, food waste must be removed from the environs and disposed of elsewhere. The same applies to disposable glass items, such as glass bottles and jars. (A bottle bank is conveniently located at the bus stand.) In the case of large events (weddings, parties, performances etc.) rubbish and waste of all kinds must be removed from the environs before the hirer finally departs the premises. Where necessary, the hirer should make special arrangements for its removal with a licensed contractor. In the case of small events, rubbish must be put in the appropriate wheelie bin (located on the Hunters Stables side of the Hall) or taken away if the wheelie bins are full. Failure to follow these procedures may result in an additional charge being levied by the Hall Management Committee.

5. **No smoking or vaping.** St Boswells Village Hall is a no-smoking area, and this prohibition includes vaping. The Hirer shall, and shall ensure that the Hirer's invitees, comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. Any person who breaches this provision shall be asked to leave the premises.

6. **Fire.** At no time should any fire door be wedged open or blocked. Anyone or any group found to have tampered with or disconnected a fire alarm/fire-fighting equipment will be banned from using the premises in future and will pay for any damage to the Hall or its equipment.

7. Nothing will be put on the walls or any equipment used which might contravene fire safety. All electrical appliances brought into the Hall by users should have a current Portable Appliance Test (PAT) sticker attached

8. The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the secretary of the management committee. Our **Fire Book** is kept in the kitchen beside the first-aid kits.

9. **Licences.** The Hall holds an Entertainment Licence from the SBC, a PVSL license to allow the showing of films at private functions, and a Music License (PPL and PRS combined) which enables the playing or performance of music, with certain restrictions. Hirers should check to see whether their planned event is covered, and if not obtain the necessary authorization. The Hall is not a licensed premises for the sale of alcohol.

10. **Health and Hygiene.** The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. In particular, dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations.

11. **Gaming, Betting and Lotteries.** The Hirer shall ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.

12. **Disorderly Behaviour.** The Hirer shall ensure that, in order to avoid disturbing the Hall's neighbours and to avoid violent or criminal behaviour, care shall be taken to avoid excessive consumption of alcohol. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Any person suspected of being drunk shall not be served with alcohol. In no circumstances shall alcohol be served to any person suspected of being under the age of 18.

13. Any person suspected of being drunk, under the influence of drugs, or who is behaving in a violent or disorderly way must be asked to leave the premises. Any such occurrence should be reported to a member of the Hall Committee and recorded in our **Incident Book**, kept in the kitchen beside the first-aid kits.

The village hall is insured against any claims arising out of its **own** negligence.

14. **Accidents and Dangerous Occurrences.** The Hirer must report all accidents involving injury to the public to the Village Hall caretaker or a member of the Village Hall management committee as soon as possible. Remember that our **Incident Book** is located in the kitchen beside the first-aid kits. Any failure of equipment belonging to the Village Hall or brought in by the Hirer must also be reported as soon as possible.

15. **Explosives and Flammable Substances.** The hirer shall ensure that (a) Highly flammable substances are not brought into, or used in any part, of the premises and that (b) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the management committee. No decorations are to be put up near light fittings or heaters.

16. **Heating.** The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises when open to the public without the consent of the management committee. Portable Liquefied Propane Gas (LPG) heating appliances must not be used.

17. **Animals.** The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the premises, other than for a special event agreed to by the Village Hall Management Committee. No animals whatsoever are to enter the kitchen at any time.

18. **Safeguarding Children and Vulnerable Adults.** The Hirer shall ensure that any activities for children, young people and other vulnerable groups shall only be provided by fit and proper persons in accordance with the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation. When requested, the hirer shall provide a copy of their Safeguarding Policy and confirmation that relevant checks have been carried out through the Disclosure and Barring Service (DBS).

19. **Fly Posting.** The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises and shall indemnify and keep indemnified each member of the Village Hall Management Committee accordingly against all actions, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

20. **Sale of Goods.** The Hirer shall, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales.

21. **Cancellation.** If the Hirer wishes to cancel the booking before the date of the event and the Village Hall is unable to conclude a replacement booking, the question of the payment or the repayment of the fee shall be at the discretion of the Village Hall. The Village Hall reserves the right to cancel this hiring by written notice to the Hirer in the event of: (a) the premises being required for use as a Polling Station for a Parliamentary or Local Government election or b-election; (b) the Village Hall management committee reasonably considering that (i) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (ii) unlawful or unsuitable activities will take place at the premises as a result of this hiring; (c) the premises becoming unfit for the use intended by the Hirer; (d) an emergency requiring use of the premises as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters. In any such case the Hirer shall be entitled to a refund of any deposit already paid, but the Village Hall shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

22. **End of Hire.** The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced, otherwise the Village Hall shall be at liberty to make an additional charge.

23. **Noise.** The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. If using sound amplification equipment, the Hirer must exercise special care in avoiding disturbance to neighbours. Event organisers must comply with Scotland's noise limitation laws, as primarily governed by the Environmental Protection Act 1990 (statutory nuisance) and the Antisocial Behaviour etc. (Scotland) Act 2004.

24. **Stored Equipment.** The Village Hall accepts no responsibility for any stored equipment or other property brought on to or left at the premises, and all liability for loss or damage is hereby excluded. If items have been left in the hall for over a year without being used and without their owners having contacted us to make a special arrangement, the Hall Committee has the right to dispose of those items as it thinks fit. All equipment and other property (other than equipment stored by arrangement) must be removed at the end of each hire or fees will be charged for each day, or part of a day, at the standard hire rate until the same is removed.

25. **No Alterations.** No alterations or additions may be made to the premises nor may any fixtures be installed, or placards, decorations or other articles be attached in any way to any part of the premises without the prior written approval of the management committee secretary. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the Village Hall Committee remain in the premises at the end of the hiring. It will become the property of the Village Hall unless removed by the hirer, who must make good to the satisfaction of the Hall Committee any damage caused to the premises by such removal.

26. **Rights.** The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.

27. **Dangerous and unsuitable performances.** Performances involving danger to the public or of a sexually explicit nature shall not be held.

28. **Insurance and Indemnity.**

(a) The Hirer shall be liable for (i) the cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including the curtilage thereof or the contents of the premises (ii) all claims, losses, damages and costs made against or incurred by the village hall management committee, their employees, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of the use of the premises (including the storage of equipment) by the Hirer, and (iii) all claims, losses, damages and costs made against or incurred by the village hall management committee, their employees, volunteers, agents or invitees as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer, and subject to subclause (b), the Hirer shall indemnify and keep indemnified accordingly each member of the village hall management committee and the Village Hall's employees, volunteers, agents and invitees against such liabilities.

(b) The Village Hall Committee shall take out adequate insurance to insure the liabilities described in sub-clauses (a)(i) above and may, at its discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses (a) (ii) and (iii) above. The village hall shall claim on its insurance for any liability of the Hirer hereunder, but the Hirer shall indemnify and keep indemnified each member of the Village Hall Management Committee and the Village Hall's employees, volunteers, agents and invitees against (a) any insurance excess incurred and (b) the difference between the amount of the liability and the monies received under the insurance policy.

(c) Where the Village Hall does not insure the liabilities described in sub-clauses (a)(ii) and (iii) above, the Hirer shall take out adequate insurance to insure such liability and on demand shall produce the policy and current receipt or other evidence of cover to the management committee secretary. Failure to produce such policy and evidence of cover will render the hiring void and enable the Hall Committee to rehire the premises to another hirer.



(Credit: Diane Lumley)

In normal circumstances, full payment in advance is necessary to complete a reservation. In the event that a booking cannot go ahead, if the circumstances are beyond the client's control a full refund will be made. Otherwise, we reserve the right to retain costs incurred.