**Balloch Village Hall – Conditions of Let 2017**

1. All applications for the hire of Balloch Village Hall shall be made on the appropriate form. The Hirer shall sign the form and must be aged 18 or over. If alcohol is to be consumed at the event, the Hirer must be over the age of 25 unless the Hirer is a Personal Licence (Scotland) Holder. Proof of ID will be required and must be either a passport; a European Union photocard driving licence; a Ministry of Defence Form 90 (Defence Identity Card); a photographic identity card bearing the national Proof of Age Standards Scheme (PASS) hologram; a national identity card issued by a European Union member state (other than the United Kingdom), Norway, Iceland, Liechtenstein or Switzerland, or a Biometric Immigration Document.
2. The facilities must not be used for purposes other than stated on the application form.
3. Where an organisation is named on the booking form, the organisation will be jointly liable with the Hirer under these conditions. The booking form must be accompanied by a letter of authority from the organisation signed by a director, teacher, or office bearer.
4. In the event of cancellation by the Hirer of a confirmed booking, a cancellation charge will be made at the discretion of Balloch Community Association (BCA) Committee.
5. All hires are to be authorised by the BCA Committee and will be subject to the charges approved by the Committee. Hire charges will be in accordance with the pricing policy operating at the time of the let.
6. Hire charges and deposits must be paid at the time of booking unless prior arrangements have been made (allowing 7 day for cheques to be cleared).
7. Time must be allocated within the Hire period to allow for preparation and cleaning up. All groups are asked to co-operate by vacating the premises in time so that all users get the full time for which they have paid. If not vacated in time, the next full hour’s rate will be applied.
8. The Hirer shall leave the Hall in a clean and tidy condition. Special cleaning charges may be levied where required. Vacuum cleaner, brushes & a mop are provided. They can be found in the store cupboard. Users are asked to supply their own bin bags.
9. The premises, including toilets, must be left in good order and condition. Failure to do will result in an extra charge for cleaning.
10. 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 by BCA approved tradesmen only.
11. Hirers are responsible for maintaining good order and behaviour when using Balloch Village Hall premises and may be required to provide stewards. Due regard must be paid to other users and local residents ***particularly regarding noise at night***.
12. It is the responsibility of the Hirer to familiarise him/herself with the fire regulations. The Hirer shall regulate admissions so that at no time is the maximum capacity set by the BCA Committee exceeded (120 maximum capacity). To comply with current regulations on fire and safety, each event staged within the facility is required to 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 an emergency. The individual must be present throughout the duration of the event.
13. It will be the Hirer's responsibility to ensure that all equipment or property brought into the premises is in safe and sound condition and complies with all relevant safety conditions. The BCA Committee reserves the right to exclude any equipment or property deemed unsuitable. The Hirer will be shown how to use the Hall’s equipment safely.
14. Without limiting any other aspect of these conditions the hirer will indemnify the BCA Committee from and against all actions and claims, including loss of properties belonging to the hirer or users. Hirers are strongly advised to ensure they take out suitable insurance to cover themselves for making good any damage or meeting a claim from an injured person at the event for which the organisers could be held responsible. The BCA Committee is not responsible for valuables or equipment left on the premises.
15. The Convenor and Hall Committee members have the authority to evict unruly people.
16. No one under the influence of alcohol or drugs will be admitted.
17. Drunk and disorderly behaviour and supply of illegal drugs: The Hirer shall ensure that in order to avoid disturbing neighbours to the hall and avoid violent or criminal behaviour; care shall be taken to avoid excessive consumption of alcohol. No illegal drugs may be brought onto the premises. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the premises.
18. There will be NO SMOKING in any area of the hall.
19. The BCA Committee promotes the well-being of children in our area and as such requires that where adults have substantial access to young people there must be a child protection policy in place for the group. All Lets with children (U16’s) and vulnerable adults must have a policy and at least 2 adults in charge who have had PVG checks.
20. A £250 deposit, on top of the hall charge, is required for all evening function bookings where alcohol is to be consumed. All other evening functions will be required to pay a £100.00 deposit. This deposit will be returned to the hirer two weeks after the function, provided Balloch Village Hall is left as you would expect to find it.
21. The Deposit may also not be returned if undue noise or other disturbances are caused by the hire, especially if complaints are received from third parties. In the event that Balloch Village Hall staff have to be called out to deal with a problem caused by the hirer or any person attending his event (such as resetting an incorrectly set off fire alarm) the management committee may charge the hirer an additional fee for this.
22. Bookings by any school shall be under the supervision of the Head Teacher or designated member of staff throughout the duration of the let.
23. The Hirer shall commit no infringement of the copyright act. Hirers will relieve the BCA Committee from all claims and actions. The Hirers must accept the sole responsibility for their productions and performances, and the unauthorised use of copyright production is prohibited. Commercial hirers are responsible for completion of music licence forms for any function at which music is performed, either by records, bands, singing etc. and the deliverance of the rights fees and VAT may be added to the hire charge.
24. The Hirer shall ensure that he/she has obtained all other necessary licences this will include liquor, theatre, public entertainment and trading licences, a copy of which shall be given to the BCA Committee prior to the event. Failure to acquire the necessary licences will result in cancellation of the hire.
25. Any breach of the conditions of let will not be tolerated, and will prejudice the granting of your current and any future applications. BCA reserves the right to terminate or refuse admission at any time.
26. Consumption of Alcohol in the Hall
	1. Events at which alcohol is sold (or included in ticket price) must have a liquor licence, available from Highland Council by application at least 6 weeks before the event. No other alcoholic drinks may be brought into the premises by the Hirer or guests if a liquor licence is in place.
	2. Hirers may hold events with “Bring your own bottle” provided no charge is made for corkage. The Hall does not provide glasses and plastic glasses must be used.
	3. For all events where alcohol is to be consumed, three Security Industry Authority (SIA) licensed door stewards will be required. These will be booked and paid for in advance (costs to be met by the hirer) by the Hall Convenor. Any Hirer may apply to the BCA Committee 6 weeks in advance of the event to have this clause removed. This will be at the discretion of the BCA Committee whose decision shall be final.
27. There is no telephone line at the hall. We recommend the availability of a mobile phone for all functions (limited mobile signal).
28. Food Safety
	1. Hirers are required to ensure compliance with the Food Safety Act 1990, the Food Hygiene (Scotland) Regulations 2006 and any subsequent related regulations.
	2. Hirers are expected to familiarise themselves with the facilities available and to ensure that they are adequate for the purpose intended.
	3. Hirers will be required to remove all waste from the environs of the facility and where necessary make special arrangements for its removal with a licensed contractor before final vacation of the premises.
	4. Hirers must :-
		1. Have a documented food safety management system.
		2. Have trained staff on duty i.e. they have undergone a food safety course equivalent to the Royal Environmental Health Institute of Scotland (REHIS) Elementary Certificate in Food Hygiene, courses for which are run by HC.
		3. Ensure that food has been prepared in such a way that it will not result in any civil action being raised.
29. Any key which is lost will be replaced at a cost of £10.00, which will be taken from the deposit.
30. All disputes shall be settled by Balloch Community Association, whose decision shall be final.

By signing the Booking Form / Hire Agreement, the hirer shall agree to the above Conditions of Let and confirm that they have or do not need the following licences:

* Liquor Licence
* Public Entertainment Theatre
* PRS for Music/ PPL UK Music Licence
* Film Licence
* Commercial Trading