**TERMS AND CONDITIONS OF HIRE**

**1.** All applications for the hire of Smailholm Village Hall shall be made on the appropriate form. The Hirer shall sign the form and must be aged 18yrs or over. The facilities must not be used for purposes other than stated on the application form.

**2.** Where an organisation is named on the application form, the organisation will be jointly liable with the Hirer under these conditions.

**3.** In the event of cancellation by the Hirer of a confirmed booking, a cancellation charge will be made at the discretion of Smailholm Village Hall Committee.

**4.** Hire charges will be in accordance with the pricing policy operating at the time of the hire.

**5.** Hirers are responsible for maintaining good order and behaviour when using Smailholm Village Hall premises and may be required to provide stewards. Due regard must be paid to other users and local residents.

**6.** The Hirer shall leave the Hall in a clean and tidy condition. Recyclable materials should be separated from general waste and all glass should be removed from the hall and taken to bottle banks (as per SBC protocols). Special cleaning charges of £10 per hour will be levied where required.

**7.** 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 Smailholm Village Hall Committee reserves the right to exclude any equipment or property deemed unsuitable.

**8.** The Hirer shall be held responsible for all damage to the hall during the hire and will be liable for all costs incurred to repair such damage.

**9. Insurance**

**a)** Smailholm Village Hall is insured through Royal & Sun Alliance and its public liabilitycover is limited to our responsibilities in respect of the normal use of the Hall and its environs.

**b)** 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 an event for which the organisers could be held responsible.

**c)** Without limiting any other aspect of these conditions the Hirer will indemnify the Smailholm Village Hall Committee from and against all actions and claims, including loss of properties belonging to the hirer or users.

**10.** It is the responsibility of the Hirer to familiarise themselves with the fire regulations. The hirer shall regulate admissions so that at no time is the maximum capacity set by the Smailholm Village Hall Committee exceeded (maximum capacity 100 people). 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.

**11. Licences**

**a)** The Hirer shall commit no infringement of the copyright act. The Hirer will relieve the Smailholm Village Hall Committee from all claims and actions. The Hirer must accept the sole responsibility for their productions and performances and the unauthorised use of copyright production is prohibited. Non-commercial use of the hall will be covered under the hall’s Music Licences for the playing of recorded and live music; but anybody earning a commercial income from the hire must have a licence in their own name and provide a copy before the hire commences. Failure to acquire the necessary licences will result in cancellation of the hire.

**b)** The Hirer shall ensure that they have obtained all necessary licences; this will include theatre, public entertainment, music, liquor and trading licences, a copy of which shall be given to the Hall Committee prior to the event. Failure to acquire the necessary licences will result in cancellation of the hire. Smailholm Village Hall has a Public Entertainment Licence which covers use by non-commercial hirers only.

**12. Consumption of Alcohol in the Hall**

**a)** Events at which alcohol is sold (or included in ticket price) must have a liquor licence, available from Scottish Borders 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.

**b)** Hirers may hold events with “Bring your own bottle” provided no charge is made for corkage.

**13.** Smailholm Village Hall committee will ensure compliance of the conditions of hire and has the right to terminate or refuse admission at any time.

**14.** Bookings by any school shall be under the supervision of the Head Teacher or delegated member of staff throughout the duration of the hire.

**15.** Special arrangements regarding deposits and supervision may be made, especially for bookings by anyone under age 25.

**16.** All disputes, which may arise, shall be settled by Smailholm Village Hall Committee whose decision shall be final.

**17.** There is no telephone line at the hall. We recommend the availability of a mobile phone for all functions.

**18.** There will be NO SMOKING in any area of the hall.

**19. Food Safety**

The following statement, provided by a food safety officer with Scottish Borders Council, is included in the conditions of hire to ensure that food safety regulations are met:

* 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 :-
     + Have a documented food safety management system
     + Have trained staff on duty ie 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 SBC
     + Ensure that food has been prepared in such a way that it will not result in any civil action being raised.

**20. WiFi use**

If you log on to Smailholm Village Hall WiFi you are accepting the following conditions of use.

1. The WiFi is intended for using apps and browsing the internet.
2. You must not use the WiFi for any unlawful or illegal purpose.
3. You must not use the use WiFi for any commercial purposes.
4. You must not use the WiFi for sending or posting any computer viruses or any other harmful code, or any material which is defamatory, offensive or obscene; or in any way which infringes the rights of any person.
5. You must not stream any live TV or BBC iplayer as the Hall does not have a TV licence. You must not watch or record TV programmes live on any channel or stream programmes live via an online TV service, and never download or watch BBC programmes on BBC iplayer.
6. Smailholm Village Hall reserves the right to terminate or restrict your use of the WiFi if we reasonably believe it is being misused.