

Conditions of Hire

Revision 11 – March 2020

1 General

The Victoria Hall (Hall) provides a service to the Ellon community through being available to the public as a venue for a variety of social, wellbeing and education events. The Hall is managed on behalf of the Trustees by the Victoria Hall Management Committee (VHMC) to ensure that the stewardship of its activities remains legal and sound.

Therefore when the Hall is being hired out to the public for any event, the VHMC requires that certain conditions are imposed in order to extend its obligations to the Hirer and that the venue remains under sound management at all times. These conditions are set out below.

2. Obligations of the Hirer

During the period of hire, the Hirer shall:

- 2.1 ensure the safety of all persons attending the premises during the period of hire whatever their capacity.
- 2.2 become familiar with emergency escape procedure the escape routes, and fire-fighting equipment and ensure that all exits from the premises remain unobstructed.
- 2.3 be responsible for the supervision of the premises, and maintaining its contents and fabric free from damage however slight or change of any sort.
- 2.4 ensure the good behaviour of all persons attending the premises.
- 2.5 not use the premises for any unauthorised or unlawful purpose, permit illegal activities
- 2.6 be responsible for complying with the conditions of any licence(s) that may be needed, e.g. for the sale of alcohol.
- 2.7 ensure that when (unsold) alcohol is being consumed on the premises, there is a risk assessment carried out and put into effect for the duration of the hire.
- 2.8 ensure that the total number of persons admitted to the premises does not exceed 295.
- 2.9 ensure that all equipment brought into the Hall by the hirer or its persons engaged to participate during the period of hire, is safe to operate.
- 2.10 maintain the premises in a clean and safe condition, clean up all spillages that may occur during the period of hire.
- 2.11 return the premises to the 'as found' condition at the end of hire or class session.
- 2.12 with the exception of the cooker and grill in the kitchen, not have naked flames anywhere in the building including the burning of candles.
- 2.13 reimburse the VHMC for the cost of repair of any damage done to any part of the property or contents of the Hall during or as a result of the hiring.
- 2.14 carry out a COVID-19 risk assessment that is consistent with government stipulations at the time and put in place, the procedures necessary to minimise risk of cross contamination accordingly.

3 Charges

- 3.1 Unless otherwise agreed, hire charges are payable before or on the day of the event.
- 3.2 When a booking is confirmed, the Hirer will pay a deposit which is non-refundable but will be deducted from the total charge for the event.
- 3.3 If the Hirer wishes the clearing and cleaning to be undertaken for them, the normal hourly rate will be charged for the time that this takes.
- 3.4 The VHMC shall be at liberty to make an additional charge for any extra cleaning which may be necessary resulting from the hire.

4 Cancellation/termination

The VHMC shall have the right to cancel or terminate any hire arrangement for whatever reason; in which case the appropriate refund shall be made. Wherever possible, at least two weeks notice will be given, and, alternative date free at the time will normally be offered.

5 Notes and specific requirements:

- 5.1 The Hirer shall inform the VHMC of its intention to sell or supply as a part of selling entry tickets, alcoholic drink on the premises and shall obtain the relevant license(s) required of the local authorities.
 - 5.2 The Hirer shall inform the VHMC of its intention to permit consumption of alcoholic drink brought into the premises by participants and shall undertake a risk assessment (clause 2.7) to the satisfaction of the VHMC.
 - 5.2 Hall Keepers are employed part time to facilitate the day to day running of the Hall and from time to time, are assisted by volunteers.
 - 5.3 Any damage to the property, fittings or equipment found prior to the start of the let must be reported to the Hall Keeper before the let commences.
 - 5.4 A Hall Keeper and/or VHMC volunteer(s) will normally be on hand at the start and may visit during and at the end of each hire. The Hirer will carry out any instructions given by such persons in relation to any of the matters referred to above.
 - 5.5 Further to item 2.11 above, at the end of the hire period the hirer shall collect and remove all rubbish generated during the event and shall remove all items brought in..
 - 5.6 If the Hirer is in any doubt about the meaning of these conditions, the Hall Keeper should be consulted immediately.
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