

Aberlady Community Association

(Scottish Charity Number SCOO8764)

Aberlady Village Hall Contract of Hire

Before booking, hirers must read and agree to the conditions of hire

These Conditions of Use form a contract of hire and apply to all Hires of Aberlady Village Hall. If additional Conditions of Use are deemed to be required for some bookings; these will be advised at time of acceptance of the booking, especially the restrictions on certain events in the hall to avoid damage to the wooden floor.

It is important that you read these Conditions of Use fully, as they require you to accept specific responsibilities and liabilities. It is your responsibility to fully understand what is required – please ask the booking secretary if you are unclear.

The Contract of Hire takes effect from receipt of full payment. Scottish Law governs the contract in all respects.

General

Any part of the building is available for hire for any lawful purpose, but the Management Committee reserves the right to refuse a booking request without giving any reason.

Payment in full is required at the time of booking.

Reservations by persons aged less than 18 years old cannot be accepted. Proof of age may be requested

In the event of a dispute arising regarding a booking/hire, the Management Committee's decision will be final and binding.

The Management Committee reserve the right to amend the Contract of Hire and Conditions of Use and Schedule of Hire Charges at any time.

The Hirer may only use the areas of the hall, which they have booked and paid for. Access and availability, such as use of the Small Hall, may also be restricted due to other bookings. The Hall is very well used so it is important to adhere to the times of your let. To avoid disappointment the time of your let should include a set up time which should be booked to ensure the Hall is available. This is important for larger functions, e.g. equipment for ceilidhs, weddings, caterers, bouncy castles, etc. When booking, please ensure you have allowed sufficient time for preparation and clearing up and that is reflected in the total period of hire required. Access to the Hall will only be allowed at the start time specified on the hire agreement and the premises should be vacant at or before the end time, so as not to interfere with the needs of other users.

Health and Safety

The Hirer is solely responsible for the Health & Safety of persons attending their activity/event. The Hirer/ hiring organisation must be at the hall personally throughout the period of the let. Nothing shall be done, nor shall anything be brought on to the premises, which may create a risk to the building or its occupants.

Fire Safety Guidance. Under the terms of any hire, the Hirer / hiring organisation is classed as the person responsible for fire safety and must ensure all persons attending the activity/event are aware of the location of fire exits and what to do in the case of a suspected fire. Guidance on fire safety is displayed on the wall at the right-hand side of the Main Entrance.

Fire exits must be always kept clear. These exits are the Left-hand Gable Door in main hall, the Main Entrance Door and the Door to the Small Hall.

The fireplace in the main hall can be used, with due care. Please contact the booking secretary for further details.

A No Smoking Policy is always in operation in both halls. The use of vapour cigarettes is not allowed in any part of the building at any time. The use of fireworks, sparklers, decorative/scented candles or naked flames is not permitted. Children's birthday party candles are permitted with adult supervision.

Accident report - First Aid – Defects – Safety Concerns. The Hirer is also responsible for reporting any accidents, defects and safety concerns. A basic First Aid Kit is situated in the kitchen. All accidents should be reported in the Accident Record Book, which is situated beside the First Aid Kit.

There is no telephone line at the hall. We recommend the availability of a mobile phone for all functions. We have wifi for making calls.

Legal

Licensing. It is the Hirer's responsibility to check with East Lothian Council whether they require an alcohol licence, gaming, and/or a market operator's licence.

Aberlady Village Hall is not licensed to sell alcohol. A charity meeting, a private event or meeting can give alcohol away, e.g., as a 'welcoming drink' without a licence, but it must be made clear that the value of the alcohol is not included in any ticket price or entrance fee. Voluntary organisations can apply to the Licensing Team of East Lothian Council for an Occasional Licence to sell alcohol, the application takes a minimum of six weeks. The Management Committee reserves the right to set other conditions if alcohol is sold, such as stewarding. Occasional Licensing:

https://www.eastlothian.gov.uk/info/210571/licensing/12811/alcohol_licences/8

For functions/events Aberlady Village Hall closing is restricted to Midnight. Music volume should be kept to a considerate level and must cease by 11.30pm with guests leaving by midnight. The capacity is limited to a maximum of 150 people at any one time.

When applicable a function/event may require a Public Entertainments Licence. Please check the Public Entertainment Licence Resolution with East Lothian Council:

https://www.eastlothian.gov.uk/info/210571/licensing/12263/leisure_and_entertainment_licences

The Hirer should have sufficient competent attendants on duty on the premises to assist people entering and leaving and generally supervising the event. As a guide in addition to the Hirer, the number of attendants must not be less than two for up to 100 persons and three for up to 150, being the maximum capacity of Aberlady Village Hall.

Vulnerable Groups. Hirers of the hall who are holding events and/activities for children and vulnerable adults shall take all necessary precautions for their safety and ensure that all requirements of Disclosure Scotland PVG Scheme are complied with.

At all times when the Hall is being used for events where children and young people are present, they must be supervised by an appropriate number of responsible adults. We recommend having at least two adults present, even with smaller groups. In the case of organised groups, e.g., Cubs, Brownies the governing body regulations should apply. It is a condition of booking that any non-domestic activities organised for children are supervised by adults with appropriate Disclosure Scotland clearance. Photocopy evidence of Disclosure Scotland clearance for the supervising adults should be shown to the Booking Secretary at the time of booking. Our Privacy & Data Policy describes how such information is secured.

Insurance. The Management Committee accepts no responsibility or liability for loss or damage to any stored equipment or other property brought on to or left at the Hall.

Extension of the Hall's own public liability insurance is not offered to a hirer to cover their specific event or group activity. Our insurance policy is available on our website, if required. The Hirer is asked to organise their own insurance. A risk assessment should be carried out for planned activities/events/function and templates are available on our website. Photocopy evidence of a valid insurance certificate and a completed risk assessment should be shown to the Booking Secretary at the time of booking.

Individuals may find that their home contents insurance includes public liability cover and therefore they should speak with their contents insurer to establish if they are already insured.

All equipment and other property must be removed at the end of each hiring, unless by prior agreement with the Committee. The Committee reserve the right to make additional charges for any left property to be removed. No responsibility will rest with the hall, the Management Committee or hall volunteers should any damage and/or loss occur.

Re-Cycling/Waste. Users are required to dispose of recyclable waste in the correct containers supplied outside the hall in the patio area.

There are four bins for mixed recycling (glass/cans/plastics). Cardboard should be flattened and taped up, using the purple tape that is supplied in the kitchen drawers, and then left in the storeroom. There is no provision for food recycling. All internal bins should be emptied, and all bin bags replaced at the end of your event. Any general waste should be placed (in black bags) in the two general waste bins. Please do not leave black bin bags on top of the bins or loose on the patio. Please take any excess waste home or leave in the storeroom.

To avoid noise disturbance for neighbouring residents please do not recycle glass or cans outside after 10.30pm. If your event finishes later than 10.30pm, and you do not have time booked the day after for clearing up, we suggest you bring the green wheelie bin(s) in to the downstairs store room, fill up during the night and then bring back outside.

Food Safety. The Management Committee upholds compliance with the Food Standard Agency guidelines for community and charity events:
<https://www.food.gov.uk/safety-hygiene/providing-food-at-community-and-charity-events>
and requests Hirers to familiarise themselves with this guidance.

The Hirer does not need a food hygiene certificate to make and sell food for charity events. Food supplied, sold or provided at charity or community events, such as street parties, school fetes or fundraisers, must comply with food law and be safe to eat, and the Hirer will need to make sure that food is handled and prepared safely. If you handle, prepare, store and serve food occasionally and on a small scale, you do not need to register as a food business with the local authority.

It is the responsibility of the Hirer if contracting a professional caterer for a larger function to verify that it is a registered food business complying with the necessary regulations. Photocopy evidence should be shown to the Booking Secretary at the time of booking.

Private party hirers are requested to familiarise themselves with the food standard guidance. It is the hirers responsibility for the food safety and handling and the Management Committee accepts no responsibility or liability for the food safety other than the care and maintenance of the kitchen equipment and facilities.

A risk assessment should be carried out for the planned activities by the Hirer or sub-contractor and a photocopy of the risk assessment should be shown to the Booking Secretary at the time of booking.

The Hirer is responsible for the proper and reasonable use of the kitchen cooker/microwave which must always be cleaned after use. Fridge spills must always be cleaned-up. Failure to do so will incur further charges to be levied.

Contact the Environmental Health Food & Safety Team at East Lothian Council for any further guidance.

Hirers' Responsibilities

The Hirer will, during the period of hiring, be responsible for supervision of the premises, the fabric and the contents, their care, safety from damage and the behaviour of all persons using the premises, whatever their capacity.

Children are not permitted in the kitchen or on the stage without adult supervision.

The Hirer will be responsible for ensuring any electrical equipment brought into the hall has a valid Portable Appliance Test Certificate (PAT). Equipment not covered by a PAT certificate cannot be used. Battery powered equipment such as laptops, mobile phones, Bluetooth devices; do not fall under the remit of portable appliance testing are not designed to operate whilst connected to the mains power via plug and socket. However, their charging units will need checking as part of the PAT test.

The Hirer shall also ensure that sub-contracted activities such as mobile discotheques, bands, bouncy castles etc. are fully insured against public liability for their operation and any electrical equipment has a valid PAT certificate. A risk assessment should be carried out for the planned activities by the Hirer or sub-contractor and a photocopy of the risk assessment and insurance certificate should be shown to the Booking Secretary at the time of booking.

Smoke machines may not be used in the hall under any circumstances.

The Management Committee shall regulate the maximum occupancy of the various rooms within the hall, and it is the responsibility of the Hirer to ensure these numbers are not exceeded.

The hall will be provided to the Hirer in a clean and functional condition. It is the responsibility of the Hirer to return the premises to an equivalent condition at the end of the hire, including sweeping the floors, cleaning the kitchen and that all waste is properly deposited in the correct containers or segregated and bagged in bin liners. The key to the cleaning cupboard hangs in the kitchen to the right of cooker. Cleaning cupboard is through the fire door at north end of hall, at the bottom of the steps.

Water cannot be used to clean the floor. There is a mop in the kitchen to mop up bad spillages and there is a spray and dry mop brushes for further cleaning in the cleaning cupboard. The floor should always be swept at the end of an event. When moving furniture across floor the two chair trolleys must be used to avoid damage to the floor.

All tables, chairs and other equipment should be returned to their original position as found. Please keep the walls clean and do not use staples, pins or sticky tape only blue/white-tak when decorating them.

Failure to maintain the premises in a functional condition after a hire will incur an additional charge of £50 or a deduction from any security deposit paid.

The Hirer is responsible for making sure that the hall is not left unattended and unsecured at any time during, or at the end of the hire period.

The Hirer shall pay in full for all damage (including accidental damage) to the hall, fixtures, fittings or contents and for loss of contents.

At the end of the hire please ensure all lights and electrical appliances are switched off except the fridge/freezer. Ensure all windows and outside doors are secured, including emergency exit door. Check all toilets before departing to ensure taps are off and no one is left in any part of the building. If the log fire has been used check that is out and the ashes dispersed within the grate before leaving.

Entry to the Hall and Heating

Entry to the hall is gained by means of the key(s) via a separate key box entry code. Regular users will be issued with the code at the start of their hire period.

The key box is found to the left of the front door (underneath the letterbox). Enter the 4-digit code then turn the black switch 90 degrees clockwise to open the box. Once you have returned the keys, close the front cover and turn the black switch 90 degrees counter-clockwise.

Please note the main doors do not self-lock when you close them, you must manually lock the door. Insert the key, turn clockwise until you hear a click, return to the 12 o'clock position then remove. Please check that the door is locked before returning the keys to the key box.

Individuals and/or groups who hire the hall for one-off events will be advised when and where they can collect the key(s) and the key box entry code. At the end of the hire the Hirer should deposit the key(s) in the hall's key box.

Failure to do so or loss of a key will incur an automatic charge of £20.⁴

The main hall is heated by overhead radiant gas heaters. The heating controls are in the stairwell through the fire exit to the north of the hall. Instructions on how to operate the heating can be found on the wall beside the controls. Please familiarise yourself with the instructions and remember to turn the heating off at end of your event.

The electric heating for the small hall, toilets and kitchen are individually operated by turning the wall sockets on. This powers the electric heaters. Please make sure you turn off the heating at the end of your event.

Cancellations

The Management Committee reserves the right to cancel a booking if deemed necessary for any reason. The Hirer will be offered an alternative time and or date for their booking. Should that prove not to be feasible, a full refund of all monies paid for the cancelled booking will be given.

If the Hirer cancels a booking under two weeks prior to the event or on the date of the event full payment will be required. Over two weeks prior to the event a £30 fee will be required.

Please note that you will be charged at the rate in force on the date of your booking.

Parties, Functions, Weddings etc.

On receipt of your booking request, you will be contacted to discuss your requirements and to be advised of prices. In addition to the agreed hire charge for parties and functions etc., a security deposit of a minimum of £250 will also be required. This deposit is held against any potential damage, loss incurred to the premises and/or contents, any extra cleaning required, and unreasonable behaviour due to the Hirer or Persons associated with the activity/event. Unreasonable behaviour includes over-running the midnight curfew, leaving the hall in a poor state, reports of unruly behaviour. The Hirer will need to provide the bank details for returning the Security deposit.

The Management Committee reserves the right to increase the amount of the security deposit at their discretion.

The Security deposit will normally be repaid in full, after a premises inspection, within 14 Days of the event. If there has been unreasonable behaviour, damage, or loss incurred to the premises and /or contents, or extra cleaning deemed necessary the cost of making good the damage/loss and/ or the extra cleaning will be deducted before any refund is given. Should the cost of repair, replacement etc, exceed the total of the security deposit paid, the Management Committee reserves the right to charge the Hirer for any additional costs incurred.

Aberlady Village Hall Charity Trustees

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