

## **Conditions of Let**

All applications for the hire of premises shall be made on the appropriate application form. Unless specifically stated otherwise the person (over 18 years) signing the form will be the Hirer and shall have responsibility for the hire charge and compliance with these Conditions of Let. The facility shall not be used for purposes other than those stated on the application form.

### **1. Before the let**

- a. The hirer must ensure that all appropriate licences, stewards and permissions are in place prior to commencing the let.
- b. The hirer must ensure that all appropriate procedures for evacuation are in place and that appropriately qualified persons are on duty prior to commencing and throughout the let
- c. The hirer must ensure that qualified First Aid provision is provided throughout the event.
- d. The hirers must show any written consents, certificates or permissions relating to their use of the Volunteer Hall to Hall Staff. Failure to do so may result in cancellation. The hirer accepts the Volunteer Hall as being in good conditions and repair and fit for the required use by the hirer.
- e. All lets that have alcohol available must be booked by a person 25 years of age or over. All other lets must be booked by a person 18 years of age or over.
- f. The hirer and any third party contracted by the hirer must hold public liability Insurance with a minimum indemnity of £5 million and shall forward evidence of such cover to the Volunteer Hall Staff prior to the commencement of the let, if requested.
- g. The Volunteer Hall is licenced for Performing Rights and Public Performances. Permission for dramatic/musical works must be sought direct from the publisher or other copyright owner as applicable.
- h. A Heart for Duns retains the right to refuse any booking that is considered unsuitable or that it is unable to facilitate.

### **2. Access to the Volunteer Hall**

- a. All persons admitted to the Volunteer Hall by or on behalf of the hirer are required to enter (and leave) the Volunteer Hall by the proper doorways, show the relevant identification when asked by the Volunteer Hall Staff and, where relevant, pay any fees due prior to entry.
- b. Any person admitted to the Volunteer Hall must conduct themselves in an acceptable manner at all times and comply with all reasonable directions or instructions given to them by Hall Staff in the course of their duties.
- c. The hirer shall be responsible for maintaining order in connection with the occupation of the Volunteer Hall and shall arrange that effective control and stewarding is provided at all doorways necessary so as to allow free access and exit.
- d. Hall Staff may refuse admission to or expel any person or persons from the Volunteer Hall on reasonable cause (for example those under the influence of drink and/or drugs or unclean in person or dress so as to cause offence to other hall users)
- e. No animals (other than assistance dogs) may be brought into the Volunteer Hall without prior consent.
- f. If the hall is hired on behalf of children and/or young people or protected adults, the hirer must ensure there is a responsible adult present at all times; and must be aware of and comply with legislation relating to the safeguarding of children and young people or protected adults
- g. The maximum capacity of the Volunteer Hall must not be exceeded at any time.

### 3. Hire charges

- a. **The current table of charges is displayed on A Heart for Duns website ([www.aheartforduns.org](http://www.aheartforduns.org)).**
- b. Sufficient time must be booked to set up before and clear away after events. Any let exceeding the original booking times will have an extra charge added.
- c. An extra charge per booking will be added to bookings commencing prior to 09:00 and for those terminating after midnight on any given day. Bookings on public holidays will also be liable for this supplement.
- d. The hirer shall be responsible for any damage done to the premises or its fittings or furniture during the let and shall be liable to meet the costs incurred.
- e. The hirer is responsible for leaving the venue in a clean and tidy state. Decorations must be cleared away before the end of the booking and any items used in conjunction with food and drink returned to its proper storage. Failure to do so will result in additional cleaning and/or rubbish disposal charges. AHFD may request a refundable deposit for certain bookings.
- f. The Volunteer Hall shall not be sub-let without written consent.
- g. Hire fees and charges shall become payable by the hirer on receipt of an appropriate invoice from A Heart for Duns.

### 4. Cancellations

- a. Any let cancelled by AHFD due to a failure of the hirer to ensure compliance with these conditions of let shall render the hirer liable to pay for the full cost of the hire and any associated costs of the cancellation.
- b. Cancellations will incur a £25 charge for administration or cancellation charge whichever is the greater. If the let is cancelled within 7 days of the hire date it will result in a 100% charge being made; within 1 month a 50% charge will be made.
- c. A Heart for Duns cannot be held liable for any compensation if the Hall is closed by the Ministry of Defence, or emergency services following accident, breakdown or emergency during the let.

### 5. Use of the Volunteer Hall

- a. Operational requirements for use of each room (safety, security, fire procedures, heating, lighting etc.) will be clearly displayed in the room. Fire evacuation instructions are appended to this document. **Hirers should ensure they are familiar with these requirements.**
- b. Smoking is not allowed in the Volunteer Hall or its environs.
- c. Posters, bills, flyers or other such marketing material may not be displayed on or within the Volunteer Hall without permission.
- d. Temporary internal and external decorations, flags, emblems, notices etc. may be displayed without permission, but drawing pins, nails, glues etc. that might damage the hall and its décor are not allowed. The hirer is liable for any costs incurred to make good any such damage.
- e. Bottled gas and candles (except cake candles) may not be used without permission. Flammable decorations are not permitted.
- f. It will be the hirer's responsibility to ensure that all equipment or property brought into the premises is in a safe and sound condition and complies with all relevant safety regulations. All electrical equipment must be PAT tested and clearly labelled as such. The hirer must ensure that those operating electrical or mechanical equipment are competent to do so.

- g. The hirer should ensure that their personnel are appropriately trained and comply with all applicable Food Hygiene, Health and Safety and other regulations (for example for catering, manual handling, working at height, use of scaffolding etc)
- h. Lost property handed to the Volunteer Hall Staff will be returned to the hirer for distribution/disposal.
- i. No photographic equipment or any other form of visual or sound recording equipment is to be used on the premises without the consent of Hall Staff.
- j. Any broadcast (sound or television) or filming rights in respect of use of the Volunteer Hall also requires prior written consent.
- k. The hirer shall ensure that motor vehicles are not parked in such a way as to obstruct the entrance or exits to and from the Volunteer Hall. AHFD accepts no responsibility in respect of any vehicle or for any loss or damage to any vehicle or its contents.
- l. It is prohibited to alter, interfere with or deface the structure of the Volunteer Hall or any equipment or fittings within the Volunteer Hall.
- m. Subject to any statutory provisions to the contrary, AHFD shall not be responsible for any loss, damage, actions, proceedings, costs, claims or demands by any party of any kind and the hirer shall indemnify AHFD against all such loss, damage, actions, proceedings, costs, claims or demands arising.

All suggestions and queries should be addressed to the Hall Staff in the first instance. Any complaint or disputes which may arise shall be settled by A Heart for Duns, whose decision shall be final.

*Note: The **Volunteer Hall** means the whole of the premises, the Hall, kitchens, bars, toilets and other ancillary spaces. **Hall Staff** means paid employees of A Heart for Duns, volunteers acting as Duty Managers or Officers, or door staff/stewards engaged by A Heart for Duns.*

## **Fire Evacuation Instructions**

### **Group leaders /instructors should acquaint themselves with:**

- the position of and the information held on fire action notices in the room(s) they are using,
- the sound of the fire alarm
- locations of fire exits, fire alarm call points and escape routes in the general area and
- location of the assembly point at the Duns Primary School Car Park.

### **Group leaders/instructors are responsible for:**

- ensuring there is an up-to-date register of persons in their group, or other means for safe evacuation of all personnel, e.g. for large groups, such as audiences, stewards carrying out sweeps of their area of the building without putting themselves at unnecessary risk,
- ensuring members of their group are aware of fire evacuation procedures,
- the evacuation and taking roll call of their group, or other means of ensuring all personnel are evacuated, and
- communication with incident coordinator (caretaker/emergency services).

### **Members of the group are responsible for:**

- informing the group leader/instructor of any assistance they may need in evacuating the building in an emergency

### **Actions in the event of fire**

#### On discovering a fire

1. Sound the alarm by activating the nearest "Manual Call Point".
2. Call the Fire & Rescue Service dialling 999.

#### On hearing the fire alarm

1. Group leader/instructor to supervise the evacuation of the group via the nearest available safe exit(s).
2. Proceed to the Duns Primary School Car Park.
3. Switch off all electrical appliances, where possible.
4. Close all doors and windows behind you, where possible.
5. Only attempt to tackle the fire if it is safe and you have been trained to do so.
6. Do not take unnecessary risks.
7. At the assembly point have suitable arrangements for ascertaining whether the building has been successfully evacuated e.g. for a small group a roll call, for larger groups stewards confirming their areas of the building are clear, and try to account for any persons not present.
8. Communicate with the incident coordinator whether all person(s) are out of the building or that person(s) are missing and their expected location.
9. Liaise with coordinator to ensure all relevant information is passed to the Fire & Rescue Service.
10. Do not return to the building until authorised to do so by the incident coordinator