**The Dobbie Hall Trust**

 **Terms and Conditions of Hire of Dobbie Hall, Main Street, Larbert**

1. **Applications for Hire:**

* 1. Submitting a booking application for Hire:

All applications for Hire of Venue and facilities must be submitted on the Dobbie Hall Trust Booking Form and sent to: The Hall Manager

 The Dobbie Hall Trust,

 Main Street, Larbert FK5 4BL

* 🕿 01324 570450
* info@dobbiehall.co.uk

* 1. Making a Booking

Applications for Hire made in any way other than on the official Booking Form will not be accepted.

* 1. Accepting of a Booking for Hire

The receipt of the Booking form for Hire of a venue does not constitute an acceptance of the application by the Dobbie Hall Trust (hereinafter referred to as the Trust). The venue shall not be deemed to be hired until the applicant has received written confirmation from the Trust.

* 1. Deposit and Hire Charges

Hirers will be charged the appropriate booking and deposit rates in line with the stated Fees and Charges.

* 1. Proof of Identity

All applicants must be over 18 and proof of age / identity may be required. The Hirer, or a responsible person (whose name and address to be notified to the Trust before the date that the Hire commences) must be in attendance at the Venue throughout the period of the Hire.

* 1. Hire periods

All bookings made in respect of the venue are subject to the times stated on the booking form. Hirers must ensure that the venue is cleared of any property or items brought into the venue at the end of the appropriate time. Entry to the venue will be from the time specified on the booking form.

* 1. Additional Hours Charges

All bookings are subject to the times stated on the Booking Form. Any additional hours required are subject to negotiation and dependent on availability. Any additional agreed hours will be included in the final invoice.

* 1. Purpose of Hire and Sub-Hiring:

All Hirers shall state the purpose of the Hire on the application form and shall not sub-Hire or alter the purpose without the consent of the Trust. The Trust reserves the right to terminate any Hire if the premises are used for purposes different to that which they were initially approved.

* 1. Accommodation Hire

All applications must state the specific areas of accommodation required for the Hire. No other areas will be available as part of the Hire. Car Parking is NOT provided as part of the Hire. Parking is at owners’ own risk.

* 1. Approval

Is by the Dobbie Hall Trust who reserve the right to grant or refuse any application for Hire in whole or part without giving any reason for same.

1.11 Accessibility

Any disabled access arrangements required must be confirmed with the Hall Manager at time of booking. Please note there is no wheelchair access to Balcony area.

# 2 Advance Booking

2.1 Provisional Bookings

Provisional bookings will be held for a fourteen day period only. The Booking form must be completed, signed and returned, together with the appropriate Booking deposit, within this period failing which the booking will be cancelled. .

2.2 Public Announcement of Functions / Events

Hirers must not make any public announcement of any function or sell tickets for any event until they have received written confirmation of Hire from the Dobbie Hall Trust.

2.3 Advertising

No placards or advertising bills may be displayed in the Hall or on the Exterior of the building except on boards provided by the Trust for that purpose and at the discretion of the Hall Manager.

2.4 Any use of the railings surrounding car park to the Dobbie Hall for advertising purposes shall be the sole responsibility of the Hirer to arrange and at the Hirer’s own risk. The Trust does not own these railings and has no control over adverts displayed on these.

2.5 An occasional Hire e.g. weddings and dinner functions should contact the Hall Manager fourteen (14) days prior to the Hire Period to finalise details.

2.6 The Hirer will make arrangements with the Hall Manager in respect of any other matters not provided for in the Terms and Conditions, at least fourteen (14) days prior to the Hire Period.

# 3 Payment

3.1 Occasional Hires

The full Fee must be paid 14 days prior to the commencement of the Hire. The final charge will relate to the charges in operation at the time of booking and any other additional associated charges.

3.2 Block Bookings

Block bookings will be provisionally accepted. The Trust reserves the right to cancel any Hire that forms part of a block booking where the Hire has been provisionally accepted.

3.3 Debtors

Failure to pay any accounts within the time required will result in no further availability of the premises to the Hirer until the account is paid.

**4 Cancellation**

4.1 Cancellation by the Dobbie Hall Trust

The Trust reserves the right to cancel a Hire at any time. In the event that the Trust cancels a hire, the Booking Deposit and the Fee shall be refunded in full to the Hirer without any further liability for compensation to the Hirer or any other party for any loss, actual or estimated, resulting from such cancellation.

4.2 Cancellation by Hirers

The Hirer must give a minimum of fourteen (14) days written notice to the Trust to cancel a booking. In the event of cancellation, the Trust will make efforts to re-Hire the Venue and, if successful, will refund the proportion of the Fee which the Trust has been able to recover against the original Hire. For the avoidance of doubt, the Booking Deposit shall be retained in the event of any cancellation.

# 5 Performance Copyright & PRS & PPL licenses

5.1. The Hirer must advise at time of booking if the Hirer holds a licence as required by both Performing Rights Society (PRS) for Music and Public Performance Licence (PPL) to play and perform music in public. Further information on such licence can be found at www.prsformusic.com. All PRS conditions must be adhered to where musical works are being performed or reproduced by any means.

5.2. The Trust holds a music licence, a copy of which is available for inspection at the offices of the Trust. For the avoidance of doubt, this music licence may not cover the requirements of the Hirer. It is the Hirer’s responsibility to ensure that they meet the requirements of the PRS and PPL.

5.3. Nothing which is subject to copyright shall be produced without the licence of the owner of the copyright and all such licences shall be produced on demand to the Trust or Hall Manager. The Hirer shall, upon request, submit for approval to the Trust a copy of the programme of any entertainment to be given, in which case the Hirer shall ensure the approved programme is followed precisely.

5.4. The Hirer shall indemnify the Trust against any infringements of copyright. Where the facilities are Hire in connection with the performance of a work which requires copyright consent, a copy of the license or authority must be submitted to the Hall Manager for inspection no later than one month prior to the production.

5.5 The Hirer will comply with licensing requirements in every respect in relation to the Hire.

5.6 All music must stop by 12:30 am at the latest.

# 6 Loss, Injury or Damage

6.1 Hirer’s Responsibility

The Hirer shall be responsible for maintaining the venue and common parts in good order throughout the period of Hire and shall accept full responsibility for any accident, injury to any person, as a result of the Hirer’s negligence while using the premises.

6.2 The Hirer is responsible for any loss or damage to the building, fixtures, fittings, contents and decor during the Hire. No adhesives, bolts, tacks, nails, screws, or similar fixtures to be driven into fabric of any part of the Dobbie Hall. Poster putty (e.g. Blu Tack) is permitted provided the Hirer ensures all residue is removed following completion of the hire.

6.3 Where the Venue is the main hall, the Rotary hall or the lesser hall, the Hirer is advised that the floor is regarded as the most important and expensive item. It is therefore essential that the floor is kept clean and free from scratches or scores which may render it unsatisfactory or possibly unsafe

6.4 The cost of any repair to damage caused or additional cleaning required as a result of the Hire by the Hirer shall be assessed by the Trust upon completion of the Hire and notified to the Hirer. The Trust’s assessment of such costs shall be final.

6.5. Any repairs or additional cleaning costs required will be notified by the Trust to the Hirer and shall be deducted from the Booking Deposit. Any costs incurred in excess of the Booking Deposit shall be payable by the Hirer within fourteen days of written demand. Any costs incurred in excess of the Booking Deposit shall be payable by the Hirer within fourteen days of written demand.

6.6 Loss or theft of Articles

The Trust shall not be liable for any loss or damage to/or from any property brought into the Venue or for any injury to anyone attending during the Hire or for any other claim arising from the Hire.

6.7 Unsuitable Use of Premises

The Trust accepts no responsibility for any loss or damage, including injury and death resulting from the premises proving to be unsuitable for the Hirer’s intended use.

6.8 Loss of service

The Trust will not be responsible for any loss to the Hirer caused by any breakdown of machinery, failure of gas, water or electricity, leakage of water, fire, Government restrictions or Acts of God which may cause the Venue to be temporarily closed or the Hire to be interrupted or cancelled.

# 7 Insurance

7.1 Insurance Cover

The Hirer is required to take out appropriate insurance to cover loss, theft or damage of property belonging to themselves, the Trust or the public and to cover death or injury of persons in the building during the period of Hire.

7.2 The Hirer shall, as and when reasonably required to do so by the Hall Manager, produce for inspection their insurance certificates to show that the insurance cover is being maintained by the Hirer. Failure to submit proof of such insurance cover may result in the cancellation of the hire at the sole discretion of the Trust.

7.3 Public Liability

When an event is open to the public, the Hirer is required to take out £5 million Public Liability insurance and the premise are Hire on the understanding that this will be done. Proof of public liability is required before the booking is confirmed.

7.4 Indemnity

The Hirer must indemnify the Trust against any loss or damage as described within these conditions.

# 8 Capacities

The Hirer shall confirm to the Hall Manager the anticipated numbers of individuals attending the Venue and the Hirer is responsible for ensuring that the permitted maximum numbers are not exceeded. Seating accommodation provided is limited to the number of chairs provided by the Trust for the Hire. Details of each venue’s capacity and seating capacity on day of the Hire are available on request.

**9 Sale of Goods**

The Hirer shall not engage in the sale of goods of any kind without the prior consent of the Trust. Any refreshments provided by the Hirer as part of the Hire shall be served and consumed only in those areas designated by the Hall Manager**.**

# 10 Health and Safety

The Hirer is responsible for the Health, safety and welfare of persons participating in any activity during the Hire.

10.1 First Aid

It is the Hirer’s responsibility to provide adequate First Aid provision for their event. In the event of an accident within the Dobbie Hall the Hirer must report the incident immediately to the Hall Manager and complete an incident report form.

10.2. If any bodily fluid requires cleaning during or at the end of the Hire period, the Hirer must use the body fluid cleaning kits provided by the Trust for which the Hirer will be charged in full.

10.3 Fire Safety

The Hirer shall take full responsibility in accordance with Part 3 of the Fire (Scotland) Act 2005 to appoint their own Fire Marshalls and to familiarise themselves with the Fire procedures, all emergency exits, fire escape routes, fire alarm signal, assembly points and evacuation procedures during the Hire period. The Hirer is responsible for ensuring that all aisles, doorways, emergency exits and entrances are kept unobstructed at all times.

10.4 Circuit Breakers

The Hirer is responsible for the provision of suitable automatic cut out circuit breakers for any occasion when the use of electrical musical instruments equipment and any other portable equipment is in use.

10.5 Stewarding

Hirers should ensure that there at least 2 competent stewards, over 18 years, for every 200 persons in each area of the venue that is hired. They must ensure that there is one steward present in the hall at all times. The Hirer and their stewards should meet with the Hall Manager, or nominated representative, on arrival.

10.6 Use of explosives / Flammable liquids/ Gases

No explosives flammable liquids or liquid gas containers shall be brought into the venue and the use of naked lights in any part of the building is strictly forbidden. No flammable materials shall be used for decorative or any other purpose. For the avoidance of doubt naked flames, tea lights, indoor fireworks, or candles other than battery operated candles are strictly prohibited.

10.7 Smoke machines

The Hirer should note that any use of smoke machines within the Venue may trigger the Fire Alarm. Any event that utilises smoke effects requires the Hirer to put in place additional fire safety measures including ensuring a dedicated person is assigned to fire watching during any performance and ensuring the zoned fire alarm system is reinstated at the end of the performance.

10.8 Portable Electrical Appliances

The Hirer must produce on request by the Hall Manager, copies of portable appliance testing (PAT) certificates for equipment they are bringing into the building. All power tools must be 110volt.

# 11 Property Equipment

11.1 Additional Scenery / Fittings

All additional fittings, decorations, scenery, display or other property provided by the Hirer must be removed at the end of the Hire. Failure to comply with this condition will at least result in Hire charges being extended to cover times involved and / or any costs incurred relating to their removal.All stage sets must be fireproofed in accordance with current regulations.

11.2 Stage / Technical equipment

The use, operation and movement of all technical / stage equipment (including sound, lighting and projection equipment) owned by the Trust will only be undertaken by authorised Trust personnel.

11.3 Additional technical equipment

Details must be submitted to the Hall Manager at the time of application of any items of technical equipment including discotheque and extra lighting equipment which the Hirer wishes to bring into the Hall. All such equipment must comply with current electrical safety requirements. The Trust reserves the right to refuse the use of additional technical equipment at any time.

11.4 The use of Radio Equipment

The operation of radio equipment such as radio microphones, radio headsets etc. is permitted only by prior consent with the Hall Manager.

11.5 Electrical Fixtures and fittings

The Hirer shall not tamper with or alter electrical fixtures and fittings. No extension from existing electrical fittings shall be made without the consent of the Hall Manager.

11.6 The Hirer will comply with the directions of the Hall Manager in respect to the volume of sound permitted in the Venue.

# 12 Smoking

NO SMOKING within the venue. This extends to the use of E-Cigarettes. Smoking is strictly only permitted within the small designated area accessed via side door where cigarette bins are provided. All notices regarding the prohibition of smoking must be strictly adhered to.

**13 Drugs**

The use, possession or distribution of illicit drugs or other illegal substances is strictly prohibited. Any evidence of the use, possession or distribution of such drugs or other illegal substances shall result in the Police being notified and the immediate revocation of the Hire of the Venue without the refund of any part of the fee paid towards the Hire of the Venue.

**14 Risk assessment**

14.1 It is the Hirer’s responsibility to carry out a risk assessment for any high risk activity, for example any sports activity, and ensure any instructors are suitably qualified. All activities must be conducted in accordance with the appropriate governing body guidelines. Persons instructing sports activities must be suitably qualified.

14.3 The Hirer must ensure that it complies with and continues to comply with the requirements of the Protection of Vulnerable Groups (Scotland) Act 2007 (the “PVG Act”). This is particularly relevant to any hire involving children, young people under the age of 18 and/or vulnerable adults. Guidance on the PVG Act and obligations can be obtained from:

Disclosure Scotland

PO Box 250

Glasgow

[www.disclosure-scotland.co.uk](http://www.disclosure-scotland.co.uk) info@disclosurescotland.co.uk Tel: 0870 609 6006

14.4 Failure to comply with the requirements of 14.3 shall result in the hire being suspended.

14.5 Children must be supervised at all times and not allowed to play in the Foyer, Stairways or Chair store.

# 15 Condition of Premises

15.1 The Hirer will ensure that the Hall is in a clean and tidy condition, with all tables cleaned, at the end of any Hire period. In the event that extra cleaning staff is required to clean the Hall by the Trust, an appropriate extra charge will be made.

15.2 The Hirer is to ensure all tables and chairs provided by the Trust remain in situ at end of function.

15.3 It is the responsibility of the Hirer to ensure that cans, and other materials are placed in the correct recycling bins throughout the venue. All glass waste must be removed from the venue by the Hirer and NOT placed in the waste buckets in and around the Dobbie Hall

# 16 Security

16.1 The Hirer is responsible for the security of all areas of the venue during the Hire including (where they form part of the Hire) the stage area dressing rooms, foyers and kitchens.

16.2 The Hirer shall at all times permit full access by authorised Trust staff, emergency personnel and by Police officers during the entire period of any Hire.

# 17 Catering Services

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17.1 Food and Hygiene

Where the Hire includes use of the kitchen, the use shall be as a “keep warm” facility only, designed for use by professional caterers. Food safety is the sole responsibility of the Hirer who will be responsible for ensuring that any person involved in catering fully complies with all statutory Food and Hygiene Regulations.

**18 The Provision and Sale of Alcohol**

18.1. No alcohol shall be sold at the Venue without the Hirer having first obtained an occasional licence.

18.2. The occasional licence must be displayed in the Venue during the Hire. The Hirer shall, as and when reasonably required to do so, produce the occasional licence for inspection by the Hall Manager.

18.3. Admission to events with a licensed bar must be by ticket only and it is the Hirer’s responsibility to ensure the Venue is well stewarded during the Hire Period. Be aware that if you **employ** people to: control admissions: remove persons causing disorder; search premises or people at your event then you **must** employ Stewards who are licensed by the Security Industry Authority (SIA). The Private Security Industry Act 2001 makes licensing of the private security industry mandatory.  Hirers should consult [www.sia.homeoffice.gov.uk](file:///C%3A%5CUsers%5Cowen%5CAppData%5CLocal%5CPackages%5Cmicrosoft.windowscommunicationsapps_8wekyb3d8bbwe%5CLocalState%5CFiles%5CS0%5C49145%5CAttachments%5Cwww.sia.homeoffice.gov.uk) “Security at Events”.

18.4. The main door of the Dobbie Hall must be closed by 10pm. No further access to any event shall be permitted after this time. For the avoidance of the doubt, egress and access to the designated smoking area shall be permitted.

18.5. The licensed bar must close 30 minutes prior to the termination of the Hire and closure of the building.

18.6 Any function using the Balcony must note that Glass containers are NOT allowed in the Balcony area. All drinks should be dispensed in Plastic Containers

18.7 No alcohol to be consumed outside the Dobbie Hall building

# 19 General

19.1 For the purpose of these conditions the term “Hall Manager” shall mean the Hall Manager of the “Trust” or a nominated representative. The term “Hirer” shall also include their employees, agents, tradesmen and suppliers and members of the public entering the Hall at the invitation of the Hirer and their Agents, tradesmen and suppliers. The term “Hall” & “Venue” means the building which is the subject of the Hire and shall include any room ancillary thereto.

**19.2 If the Hirer does not comply with any of the Terms and Conditions or the instructions conveyed by the Hall Manager, the Hirer may be excluded from the Venue and the hire may be cancelled without the return of any part of the Fee. Any such exclusion or cancellation shall not relieve the Hirer of any obligations hereunder.**