



Gargunnock Community Trust Ltd.

A registered company in Scotland (SC285574)
www.gargunnock.org



Gargunnock Community Centre

Standard Conditions of Hire

Date Adopted: 21 May 2020

Gargunnock Community Centre is owned and managed by Gargunnock Community Trust Ltd. on behalf of the residents of Gargunnock. By submitting your booking request you have agreed to the following conditions of hire.

Definitions:

"Premises"	= Gargunnock Community Centre buildings (incl. main building & drop-in centre), surrounding grounds, car park, equipment, and contents within or outwith the buildings.
"You"	= The hirer, in your personal capacity and on behalf of the organisation that you represent.
"Your Group"	= You and all persons attending your Event or entering the Premises during your Event.
"Us" or "We"	= Gargunnock Community Trust Ltd.
"Hire Period"	= The period between the start and finish times of the hiring as recorded in the booking request.
"Regular Users"	= A person or organisation that hires the Premises on a repeat basis (eg weekly, monthly, annually, or at irregular intervals).
"Event"	= Activity, function, gathering, performance, or other purpose for which You and Your Group are using the Premises , including any set-up, dismantling, after- Event cleaning, and over-run of the Hire Period .

If **You** are in any doubt as to the meaning of any of these definitions, or the following conditions, **You** must seek clarification from the Community Centre Administrator without delay.

1. Supervision

During the **Hire Period**, whenever any member of **Your Group** is at the **Premises**, **You** will be present on site, and **You** are responsible for:

- Supervision of the **Premises**, the fabric, the contents and the surrounding grounds;
- Care of the **Premises**, including the avoidance of damage, however slight, and alteration of any sort;
- The behaviour of all persons using the **Premises** and/or attending your **Event**, whatever their capacity.
- Supervision of car parking arrangements so as to avoid obstruction of the highway or car park.

2. Use of Premises

You must not use the **Premises** (or any part of the **Premises**, including the car park) for any purpose other than that described in the booking request and must not sub-let, use the **Premises**, or allow the **Premises** to be used for, any unlawful or unsuitable purpose (including any purpose likely to cause offence to public taste or decency – as defined by the Directors of Gargunnock Community Trust Ltd.) or in any unlawful way, nor do anything or bring onto the **Premises** anything which might endanger the **Premises** or render invalid any insurance policies covering the **Premises**.

As other hirers may be using the **Premises** at the same time as your **Event**, **You** agree to be courteous, considerate and avoid disturbing other users.

3. Licensing

Gargunnoch Community Centre holds a Public Entertainment Licence from Stirling Council that allows:

- i. A maximum of 150 people on the **Premises** at any one time.
- ii. Use of the **Premises** from 9:00am to 1:00am daily.

You must ensure compliance with these conditions.

You are responsible for obtaining any other necessary licences and for completing any returns that may be required by licensing bodies in connection with your **Event**, and **You** indemnify **Us** against your failure to do so.

Some potential circumstances where **You** may require a licence are identified below:

a. Serving Alcohol

If **You** plan to sell alcohol, **You** must ensure that:

- i. No alcohol is bought or sold on the **Premises** unless **you** have the appropriate licence.
- ii. No alcohol is supplied to any person under the age of eighteen (**You** will implement the *Challenge 25* process requiring proof of age for those looking under 25).
- iii. No alcohol is served to any person suspected of being drunk.
- iv. No drinks are taken outside the building and fenced garden area.

An Occasional Licence for the sale of alcohol is available from Stirling Council.

b. Gaming, Betting and Lotteries

You must ensure that nothing is done on or in relation to the **Premises** in contravention of the law relating to gaming, betting and lotteries.

c. Playing Copyrighted Music

You must ensure that **You** hold relevant licences under Performing Right Society (PRS) and the Phonographic Performance Licence (PPL).

d. Showing Films

You must ensure that **You** have the appropriate copyright licences for showing films. **You** must prevent children from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification.

4. Insurance and indemnity

You must have adequate insurances including Public Liability in place for the use of the **Premises** for your **Event** and compliance with conditions of hire.

You are responsible for ensuring that any sub-contractors providing activities during your **Event**, such as music groups, bands, mobile discotheques, bouncy castle providers, food service providers, etc. are fully insured against public liability for their operation.

If requested, **You** must provide a copy of your current insurance.

We are insured for public liability risks falling within our responsibility, and for any claims arising out of our negligence.

5. Entry into the Premises

a. Access into the Premises by You

The Community Centre Administrator will issue **You** with access codes for the entrance doors allowing **You** access into the appropriate building. In order to maintain building security, **You** agree not to disclose the access codes to other persons.

b. Access Times

You and **Your Group** are only permitted to access the **Premises** during the **Hire Period**.

c. Permitted Areas

You are permitted to access only those parts of the **Premises** identified in your booking request, and the shared areas (toilets, hallways and kitchen).

d. Access into the Premises by Us

You will allow all reasonable access into the **Premises** by the Community Centre Administrator, caretaker, or directors of Gargunnoch Community Trust Ltd during the **Event**.

6. Safeguarding Children, Young People and Vulnerable Adults

You are responsible for ensuring that all children on the **Premises** are under appropriate adult supervision at all times.

You must ensure that any activities for children, young people and/or vulnerable adults are provided by fit and proper persons in accordance with the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation. **You** are responsible for ensuring that **You** comply with all requirements of the Disclosure Scotland Protecting Vulnerable Groups (PVG) Scheme.

When requested, **You** must provide **Us** with a copy of your Safeguarding Policy and evidence that **You** have carried out relevant checks.

Please note that the **Premises** have a number of separate function areas, and consequently there may be multiple user groups on the **Premises** at any one time.

Children are not permitted in the kitchen.

7. Public Safety Compliance

You must comply with all conditions and regulations made in respect of the **Premises** and your **Event** by the Local Authority, the Licensing Authority, Public Health Scotland, or other regulatory authority, and our Fire Risk Assessment. **You** must have a Health Safety policy in place appropriate to your **Event**.

You are responsible for the safety of **Your Group** and any other persons involved in, or attending, your **Event**, and **You** must notify these persons of the fire arrangements for the **Premises**. Consequently:

- a. **You** acknowledge that **You** are familiar with, have read the “Fire Safety Arrangements” and “Accident & Incident Notification” documents (available at www.gargunnock.org) or have received instruction in the following matters:
 - i. The location of fire alarm break-glass stations, and fire equipment.
 - ii. Fire evacuation procedures, and location of the assembly point, including the importance of immediately calling the Fire and Rescue Service.
 - iii. Escape routes and the need to keep them clear.
 - iv. Method of operation of exit doors.
 - v. The purpose of fire doors and the importance of keeping all fire doors closed.
 - vi. Location of the first aid box and defibrillator.
 - vii. Accident and emergency reporting procedures.
- b. **You** understand that the **Premises** has no landline telephone, and therefore **You** are advised to bring a fully charged mobile telephone to your **Event** for use in case of emergency.
- c. In advance of your **Event**, **You** must check the following:
 - i. That all fire exits are unlocked and opening mechanisms are in good working order.
 - ii. That all escape routes are free of obstruction and can be safely used for prompt exit from the building.
 - iii. That fire doors are closed.
 - iv. That there are no fire-hazards on the **Premises**.
- d. **You** are required to:
 - i. Keep a register of people in the **Premises** (or have put in place an alternative method for ensuring that, in case of an emergency, all members of **Your Group** are accounted for).
 - ii. Familiarise all persons with the locations of fire alarm points, fire evacuation routes, and the assembly point.
 - iii. Ensure that all necessary arrangements have been made to evacuate wheelchair-bound persons, or any less-abled person, from the building.
 - iv. Ensure that a responsible person in **Your Group** who has received training in basic fire safety awareness and use of fire extinguishers, is on site at all times during the **Hire Period**.
- e. **You** must evaluate the need to conduct a practice evacuation of the **Premises** to highlight any point of concern before an emergency situation arises. All **Regular Users** of the Community Centre are required to conduct an annual evacuation of the **Premises**; and then provide a written report on the details (including: name of group, responsible person, time, date, weather conditions, time taken to fully evacuate the building) and effectiveness of the evacuation (including any deficiencies and potential improvements) to the Community Centre Administrator. A typical blank “Evacuation Practice Report” form is available at www.gargunnock.org.
- f. **You** must have a Risk Assessment appropriate for **Your Group** and **Event**.

We recommend that you make a Safety Announcement at the beginning of your **Event**. In order to help **You** with this communication, **We** have created a generic “Safety Announcement Guide” covering typical fire safety arrangements, that **You** could customise to suit your **Event**. A copy of this guide is available at www.gargunnock.org).

NOTE: YOU MUST CALL THE FIRE SERVICE TO ATTEND ANY OUTBREAK OF FIRE, HOWEVER SLIGHT, AND

THEN PROMPTLY PROVIDE DETAILS OF THE INCIDENT TO THE COMMUNITY CENTRE ADMINISTRATOR.

8. First Aid

Although there is a first aid kit in the **Premises** (located in the Doctor's Consulting Room) and a defibrillator (located outside on the front of the main building), **You** are advised to provide your own first aid kit customised for your **Event**, and to have a suitably qualified first aider present on site.

9. Nuisance

You must not do, or allow anyone attending the **Event** to do, anything on or around the **Premises** that may become a nuisance to **Us**, the Community Centre, other hirers, or to the occupiers of adjoining **Premises**. This includes:

a. Noise

You must ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. **You** must, if using sound amplification equipment, be considerate of neighbours by keeping the volume low, and windows/doors closed.

b. Car Parking

There are only 13 parking bays in the car park (plus one disabled parking bay), therefore a maximum of 14 cars may be parked in the car park at any time. **You** must ensure that **You** or any member of **Your Group** do not:

- i. Park illegally or inconsiderately.
- ii. Obstruct driveways of local residents.
- iii. Park outside of the marked parking bays in the Car Park.
- iv. Obstruct the Car Park, the entrance to the Community Centre, the road leading to the Community Centre (Leckie Road), or in any other way restrict the access of emergency vehicles to the Community Centre.
- v. Park in the disabled bay unless displaying a valid Blue Badge.

c. Drunk and Disorderly Behaviour and Use or Supply of Illegal Drugs

Drunk and disorderly behaviour is not permitted either on the **Premises** or in its immediate vicinity. **You** must ensure that in order to avoid disturbing neighbours of the hall and to avoid violent or criminal behaviour:

- i. No one attending the **Event** consumes excessive amounts of alcohol.
- ii. No illegal drugs are brought onto the **Premises**.
- iii. Alcohol is not served to any person suspected of being drunk.
- iv. **You** ask any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way, to immediately leave the **Premises**.

If notified of a nuisance by another user of the Centre, a neighbour, Community Centre Administrator, Caretaker, director of the Community Trust, or a police officer, **You** must take immediate action to eliminate the nuisance.

10. Sleep-Overs

Over-night sleep-overs are not permitted without the prior approval of the Community Centre Administrator. Approval will not be given unless the following conditions have been met and copies of the documents have been provided to the Administrator:

- a. Risk Assessment of the activity.
- b. An **Event**-specific Fire Prevention and Evacuation Plan.
- c. Notification of the activity and date of the activity to the Scottish Fire and Rescue Service.
- d. Appropriate insurance cover for the activity.

You are responsible for ensuring the presence of adequately qualified adult supervision at all times during the sleep-over if children, young adults, or vulnerable persons are involved.

11. Food, Health and Hygiene

You must adhere to all instructions and guidance from Public Health Scotland.

You must, if preparing, serving or selling food, observe all relevant food, health and hygiene legislation and regulations.

If **You** use an outside catering service on the **Premises**, **You** must ensure that the caterer complies with all relevant food, health and hygiene legislation and regulations.

You will not allow children (under the age of 11 years) in the kitchen at any time.

12. Fire Prevention

a. Electrical Appliance Safety

You must ensure that any electrical appliances brought by **You** (and anyone in **Your Group**, catering service, music provider, trader, etc.) to the **Premises** and used on the **Premises** are safe, in good working order, and used in a safe manner in accordance with the appropriate regulations.

b. Indoor Pyrotechnics, Candles or Naked Flames

No bubble machines, smoke machines, fog machines, fireworks, indoor fireworks, candles, naked flames, or similar items are allowed on the **Premises**.

c. Smoking

The **Premises** (and surrounding grounds) are No Smoking areas including e-cigarettes. **You** must instruct any person who breaches this condition to immediately leave the **Premises**.

d. Sky Lanterns

No sky lanterns (Chinese Lanterns) or similar are allowed to be lit, used, or released during your **Event**.

e. Explosives and Flammable Substances

You must ensure that:

- i. Highly flammable substances, including liquefied propane gas bottles or appliances, are not brought onto, or used in any part of the **Premises**. (barbeques are permitted within the fenced garden area and must be located at least 5m from the building)
- ii. No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) are erected without our consent.
- iii. No decorations are to be installed near light fittings or heaters.

f. Furniture & Fabrics

You must ensure that any fabrics, curtains, furniture or other furnishings brought onto the **Premises** comply with The Furniture & Furnishings (Fire Safety) Regulations 1988 (as amended 1989 and 1993).

g. Heating

You must ensure that unauthorised heating appliances are not used on the **Premises** without our consent.

13. Animals

You must ensure that any member of the public with a Guide dog, Hearing dog, or any other assistance dog is allowed on the **Premises** with their dog. No other animals are permitted on the **Premises** without prior approval of the Community Centre Administrator.

14. Wi-Fi Services

We aim to provide the best possible WiFi service, however, **We** cannot guarantee that the service will meet your requirements or be accessible at all times.

You and **Your Group** must comply with our WiFi Policy (available at www.gargunnock.org)

15. Decorations

You are permitted to install temporary decorations or posters, however **you** must:

- a. Not use nails, pins, adhesive tape or similar to fix items to walls or woodwork. Blu-Tac may be used with care.
- b. Not install decorations or other combustible materials near light fittings or heaters.
- c. Remove all decorations (and Blu-Tac) at the end of the hire.

16. Damage

As directed by **Us**, **You** must make good or pay for all damage (including accidental damage) to the **Premises** or to the fixtures, fittings, equipment or other contents, including for loss of fixtures, fittings, equipment or other contents.

17. Hirer's Equipment and/or Stored Equipment

We accept no responsibility for any equipment or other property brought on to or left at the **Premises** by **You** or **Your Group**, and all liability for loss or damage is hereby excluded.

Regular Users of the **Premises** may be allocated storage space in the **Premises**. If **You** are allocated storage space, **You** agree that:

- a. Items will be stored in a safe and tidy manner in the allocated location.
- b. **You** will not exceed the allocated storage space.
- c. **You** will not store any liquids or hazardous materials.
- d. **You** will annually (or when requested by the Caretaker) remove all stored items, clean the storage area, remove all redundant materials from the **Premises**, and verify there are no hazardous materials present.
- e. **You** will remove all items in the allocated storage area from the **Premises** within 28 days of a notification from the Community Centre Coordinator, Caretaker, or director of Gargunnock Community Trust.
- f. **You** will pay any agreed storage fee.

All equipment and other property (other than previously agreed stored equipment) must be removed at the end of the **Hire Period**, or **We** may charge a fee for each day or part of a day until the equipment is removed.

We may, at our discretion, dispose of any items by sale or otherwise on such terms and conditions as **We** think fit, and charge **You** any costs **We** incur in storing and selling or otherwise disposing of the item(s), in any of the following circumstances:

- a. Your failure to remove at the end of the **Hire Period** any equipment or property brought on to the **Premises**.
- b. Your failure either to pay any charges due in respect of stored equipment, or to remove the stored equipment within 28 days after the agreed storage period has ended, or after notification from **Us** to remove the equipment.

18. Lost Property

All personal property brought on the **Premises**, or left on the **Premises**, is done so at the risk of the individual. **We** take no responsibility for any personal items and equipment left on the **Premises**.

Any “lost” items found after your **Event** will be available for collection for 28 days. Any property left unclaimed after 28 days will be deemed to have been donated to **Us**, and will be disposed of in the most appropriate manner e.g. reused for the benefit of others within the hall, sold, scrapped, or donated to a charitable cause. Any net proceeds from the disposal will be used for the benefit of **Us**.

We do not accept any liability for any loss or damage to any vehicles parked on the property, howsoever caused.

19. Reporting of Fire, Accidents, Injuries and Dangerous Occurrences

You must immediately deal with any fires, accidents, injuries and dangerous occurrences in an appropriate manner to ensure safety, obtain help for the injured party, minimise risk to **Your Group** or general public, and to minimise any loss.

As soon as possible after the incident, **You** must report details of the fire, accident, injury or dangerous occurrence to **Us** using the “Accident or Incident Notification” form available at www.gargunnock.org.

You agree to be open and supportive of any investigation into the incident by **Us** or by any investigative authority.

20. End of Hire

You must ensure that the **Premises** are vacated at the time specified on the Room Hire Booking Form under “Finish Time of Event”. If **You**, and all other persons attending your **Event**, have not vacated the **Premises** by the stated time, **We** may at our discretion make an additional charge.

You are responsible for leaving the **Premises** and surrounding area in a clean and tidy condition, properly locked and secured (unless directed otherwise) and any contents temporarily removed from their usual positions properly replaced (as defined in the “Leaving Instructions” document available at www.gargunnock.org), otherwise **We** may make an additional charge.

21. No Rights

This Agreement constitutes permission only to use the **Premises** and confers no tenancy or other right of occupation on **You**.

22. Sub-Letting and Transfer

You will not sub-let the **Premises**, or any part of the **Premises**, hired to **You** through your booking request. Transfer of your booking to another person or organization is not permitted.

23. Privacy and Data Protection

You understand that Gargunnock Community Trust Ltd. may use the information that **You** have provided to **Us** for the following purposes:

- a. Administration of your hire,
- b. Investigation of any accidents, injury, or damage to the Community Centre.
- c. Providing **You** with information on other services **We** offer.

Full details of our “Privacy and Data Protection Policy” is available on our website www.gargunnock.org.

If you would like more information or do not want to be contacted by Gargunnock Community Trust, please write to the Data Protection Officer at gargunnockcc@gmail.com

24. Comments, Complaints & Reporting of Faults or Damage

If **You** wish to inform **Us** of any equipment malfunction, operational problem or difficulty that **You** experienced during your hiring of the Community Centre, please contact the Community Centre Administrator (Contact details available on “How to Contact **Us**” at www.gargunnock.org), or use the Community Trust email address gargunnocktrust@gmail.com.

25. General

We reserve the right to alter or amend these Hiring Conditions at any time.