

Tomintoul Richmond Public Memorial Hall Terms and Conditions of Hire

Please note that by booking Tomintoul Richmond Public Memorial Hall ('the Hall'), you agree to the following terms and conditions:

1. Bookings

- 1.1. Applications for the hiring of any of the halls or rooms of the Hall must be made to the Secretary using the online booking form, via email (secretary@richmondmemorialhall.org.uk) or via phone (07356 214261). Enquiries should be made via the email address or phone number above.
- 1.2. The Treasurer will send the appropriate invoice for the Hall hire within one month of the event taking place. This should be paid immediately on receipt. We reserve the right to add additional charges for breakages and excessive cleaning requirements (see also section (9) below).
- 1.3. Damage of any kind sustained by the premises in connection with, or as a consequence of the hiring, may be required to be repaired at the Hirer's expense and to the satisfaction of the Hall Committee.
- 1.4. When determining the hire period, time required for setting up beforehand and clearing up afterwards must be included. Any unauthorised extension of that time will be charged at the appropriate rate.
- 1.5. The Hirer is expected to take electricity meter readings both on arrival and departure and to enter these on the form provided. The fees associated with electricity usage will be in addition to the hourly/stated hire fee.
- 1.6. The Hall hired must only be used for the purpose specified at the time of booking. No booking shall be accepted which involves overnight stays.
- 1.7. The Hall Committee reserve the right to refuse or cancel any booking, or to close any area of the premises at any time.
- 1.8. Should any dispute regarding a hire occur, this shall be settled by the Hall Committee whose decision is final and binding

2. Cancellations

- 2.1. If you are unable to make use of your booking, please contact the secretary via secretary@richmondmemorialhall.org.uk as soon as possible. Unfortunately, any cancellations within 2 weeks of the booking date will incur a 50% charge, and anything less than week will liable for full payment. We do recognise that circumstances outside your control may occur and we do recommend event insurance.
- 2.2. The Committee reserves the right to cancel any booking if the premises become unfit for the use intended (e.g., due to fire, flood, or unforeseen damage) or if required for use as an emergency shelter or polling station by a public authority. In such an event, the Hirer shall be entitled to a **full refund of all monies paid**, but the Committee shall

not be liable for any resulting direct or indirect loss or damages whatsoever incurred by the Hirer.

3. Fire Safety

- 3.1. The Hirer shall provide as many Fire Safety Attendants (FSA) as are required, taking into account the nature and size of the proposed event, including the number of under 16s attending. Our Fire Risk Assessment can be found in the folder in the corridor, or in the useful documents section of the website at <https://richmondmemorialhall.org.uk/useful-documents/>, and should be consulted by all hirers. It can also be made available electronically if required. Each FSA is required to:
 - 3.1.1. be in attendance throughout the period of the hire;
 - 3.1.2. have knowledge of the locations of the break glass fire alarm call points, and fire extinguishers;
 - 3.1.3. have knowledge of fire escape exits and routes thereto, and the designated assembly point (on the Square outside the Village Shop);
 - 3.1.4. in the event of a fire, activate the alarm system, assist in evacuation to the assembly point, and summon the Fire Service.
- 3.2. If instruction is required for a FSA, please contact the Secretary via the contact details identified in section (1).
- 3.3. In line with current legislation, smoking is not permitted on the premises. The use of stage and sound effects, smoke bombs, smoke generators, flash powder, flash boxes, detonators and similar items is not permitted. No one is permitted to remain on a staircase or in a corridor during the proposed event, or in any way cause an obstruction.
- 3.4. All electrical equipment brought in by Hall Users must be PAT tested.

4. First Aid

- 4.1. The Hirer shall provide First Aid cover for the proposed event. Any appointed First Aid person should be appropriately trained and in possession of a First Aid Certificate.
- 4.2. Whilst a basic first aid kit is provided within the Hall, it is the responsibility of the hirer to ensure that appropriate first aid kits are in place for their event.

5. General Safety

- 5.1. Persons or Groups making a booking are entirely responsible for the safety of those attending the event. The maximum number of persons that may be accommodated in the premises at any one time is 200. The Hirer shall regulate admissions so that at no time is the maximum capacity exceeded.
- 5.2. The Hirer shall have all appropriate insurances and risk assessments in place and therefore indemnify the Richmond Memorial Hall against any and all claims (a) by third parties regarding personal injury, death or loss or damage to personal property and possessions, and (b) for any loss or damage to the premises or property in the premises, arising out of the use of the premises by the Hirer.

- 5.3. Nothing shall be done, nor shall anything be brought on to the premises, which may create a risk to the building or its occupants. It is the Hirers responsibility to ensure that all equipment or property brought into the hall is in a safe and sound condition
- 5.4. Hirers of the Hall for attendance which includes children, young people and/or protected adults shall take all necessary precautions for their safety and in particular, those precautions required by statute.
- 5.5. The Hall Committee cannot accept any responsibility for any loss or damage of personal belongings/ equipment brought into the Hall.
- 5.6. It is the hirer's responsibility to ensure compliance with all statutory regulations involved with or applicable to, the use of the kitchen facilities.
- 5.7. If you will be using the stage area for your event please note there may be some theatrical equipment present on the stage (backdrops, fixed scenery, etc.) – under no circumstances is this to be moved without the prior agreement of the hall committee.
- 5.8. The Hirer will ensure compliance with all applicable legislation, whether specifically mentioned in these terms & conditions or not.

6. Liquor

- 6.1. The Hirer is responsible for obtaining an occasional liquor licence if alcoholic liquor is to be sold directly or indirectly at the proposed event. Any application for such a licence should be made at least 6 weeks prior to any event, to Moray Council. For further information contact the Moray Council licensing department. If the price of a ticket or of entry to an event includes an alcoholic drink, this is classed as selling alcohol and thus requires a licence. A licence is not required where people bring their own liquor.
- 6.2. Whether you provide the alcohol or people bring their own, the Licencing Standards Officer recommends that there should be some parameters surrounding limits and that there should be policies in place for things like dealing with people who are vulnerable or become troublesome through intoxication.

7. Public Entertainment

- 7.1. The Public Entertainment Licence (PEL) held by this venue allows for events to take place between the hours of 9am and 1am. We require notification of a booking for an event which requires use of our PEL at least 6 weeks prior to the event taking place to allow us to notify Moray Council. The Hirer shall ensure that no member of the public will remain on the premises after 1am.

8. Performances and playing of live or recorded music

- 8.1. The Richmond Hall holds a PRS/PPL Licence. This allows for performances of artistic works, and the performance of live or recorded music for which royalties are payable.

9. Care of the premises

- 9.1. It is essential the Hall is left in a clean and tidy state at the end of your hire. We include an hour's cleaning time as part of every hire, but if additional time is required past this to ensure the hall is clean for the next hire, we reserve the right to charge for this. If this is required, we will charge commercial rates which are currently excess of £20 per hour + VAT. Note that where we need to deal with bodily fluids, this rate will be doubled due

to health and safety reasons since additional chemical cleaning is required, and in turn the use of two cleaners.

- 9.2. For hirers using sub-contractors such as caterers or bar service, please be aware that the final responsibility for ensuring the hall is left in a clean and tidy state and any associated excess cleaning costs lies with the hirers, so you may wish to make them aware of these cleaning requirements
- 9.3. Please bring your own tea towels and cloths if necessary and leave the hall in a clean and tidy condition - ask the secretary at time of booking if you need access to sweeping brushes etc.
- 9.4. All rubbish, bottles, cans, jumble, etc., must be removed from the premises before the premises are vacated.
- 9.5. The Hall committee would also like to take this opportunity to remind all users of the importance of following good recycling and waste management practice as required by council regulation. We have limited facilities for general waste disposal but no on site recycling facilities. We would ask that all groups using the Hall take responsibility for their own recyclable waste. Failure to adhere to regulation could potentially result in the Hall being fined a substantial amount.
- 9.6. All lights shall be switched off before leaving, and the premises must be locked and secured. If the heating thermostat setting has been adjusted by the hall user it should be returned to its original position
- 9.7. No notices or decorations shall be attached to painted surfaces without prior consent.
- 9.8. No alteration shall be made to the fabric of the Hall without the written permission.
- 9.9. The Hirer is responsible for setting out tables and chairs and for cleaning and returning them to their correct place. Chairs must not be stacked more than 10 high.
- 9.10. If there are any questions, please contact the Secretary, Treasurer or Chair. To clarify what is expected, a suggested cleaning regime is attached.

10. Alterations and amendments

- 10.1. The Trustees reserves the right to alter or cancel any of the conditions of hire at any time.
- 10.2. If any problem arises relating to entry into the premises, please contact the Secretary using the details in Section (1).