



## CONDITIONS OF HIRE OF COUNCIL OWNED/MANAGED HALLS

In these conditions the following expressions shall have the meanings hereinafter ascribed to them:

- (i) "The Council" means Falkirk Council, Education Services, Sealock House, 2 Inchyra Road, Grangemouth, FK3 9XB.
  - (ii) "Community Facilities Officer" means the Council's Community Facilities Officer of Education Services.
  - (iii) "The Hirer" means the person who made the booking of the Hall or on whose behalf the booking was made.
  - (iv) "The Hall" means the building, or any part of the building, which is subject of the let and shall include any room's ancillary thereto, the environs and any adjacent car park.
  - (v) "The Officer" means the caretaker of the hall or any such person appointed by the Council.
1. All applications for the hire of a hall must be made, in writing, on the appropriate application form and sent to:  
Stacey McNeill  
Community Hall Bookings  
Sealock House  
2 Inchyra Road  
Grangemouth  
FK3 9XB  
Tel: 01324 506655
  2. The application form must be returned within 14 days from date of issue.
  3. An invoice will be issued to the hirer from the Chief Finance Officer, Falkirk Council for the full cost of the actual hire period, (which will include any set-up / set-down times) normally within 28 days.
  4. The Council reserves the right to refuse any application.
  5. The Council reserves the right to request additional details prior to granting a let.
  6. The Council reserves the right to vary the hiring fees at any time before the date of the hire even though the fee has been paid. In which case the hirer must pay any additional fee on receipt of our invoice.
  7. Hirers must be over eighteen years of age and the fee must be paid on demand.
  8. The Council may cancel any booking at any time in which case the full amount of the hire charge will be repaid, but the Council will not be liable to the Hirer or any other party for any loss actual or estimated resulting from such cancellation.
  9. The Hirer will be allowed to cancel any booking by giving the Halls Administrator not less than 28 days written notice of such cancellation, in which case 50% of the full fee will be refundable, unless the booking is re-let, when a full refund will be made. No refund will be made unless such written notice is given.
  10. Where any catering is carried out by the Hirer, the Hirer will be responsible for ensuring that any person so involved fully complies with all statutory Food and Hygiene Regulations and with the Council's Conditions of Use of Kitchens.
  11. The Hirer shall ensure that caterers or others carry out no loading or unloading of vehicles after 11.00 pm without the express prior permission of the Community Facilities Officer.
  12. The Hirer will take all reasonable precautions to ensure that no damage is caused to the floors or walls of the facility by bottle cases, barrels or such other items.
  13. The Council will not be liable for any loss of or damage to property brought to the Hall or for injury to anyone attending in the cause of a let or for any other claim arising there from. The Hirer will be responsible for obtaining (where applicable) any insurance cover which is required by the Community Facilities Officer. Evidence of such cover will be exhibited to the Halls Supervisor prior to the date of hire.
  14. The Hirer shall pay for making good any damage to the facility that occurs during the period of the hire. The cost of any repairs shall be determined by Director of Education Services (whose decision shall be final) and payable on demand by the Hirer on receipt of our invoice.
  15. The Hirer shall at all time permit full access to authorised Council staff and to Police Officers during the entire period of any let. The Hirer will ensure that no member of the Council's staff is harassed or otherwise intimidated at any time before, during or after the hire by any person for whom the Hirer is responsible (which shall include members of the public).
  16. The Council will not be responsible for any loss to the Hirer caused by any breakdown of machinery, failure of supply of gas, water or electricity, leakage of water, fire, Government Restrictions or Act of God, which may cause the Hall to be temporarily closed or the hire to be interrupted or cancelled.
  17. The hirer shall not sub-let the Hall or any part of it or assign the let or use any part of the Hall for any purpose other than that shown in the Bookings Details issued.
  18. Nothing, which is subject to copyright, shall be performed without the appropriate licence or the written consent of the owner of the copyright. Any such licence or written consent shall be produced on demand to the Community Facilities Officer or to any duly authorised Officer. The Hirer shall indemnify the Council against any infringement of copyright, which may occur during the

hire. All Performing Rights Society conditions must be adhered to where musical works are being performed by any means whatsoever. The Hirer is responsible for paying a fixed fee to cover the cost of the Performing Rights Society Licence charges for the playing of music. The fee shall be determined annually by Falkirk Council.

19. The Hirer shall upon request by the Community Facilities Officer submit for approval a copy of the programme of any entertainment to be given prior to the date of hire. The Hirer shall be responsible for ensuring that the approved programme is followed precisely. In the event of non-approval of the programme, the Hirer may cancel the hire, subject to terms and condition 8 thereof.
20. The Officer will be responsible for controlling the level of sound in the Hall and to control the volume. The Hirer will comply with the Officer's directions in respect of such matters.
21. The Hirer, or a responsible person whose name and address have been notified to the Community Facilities Officer before the date of the hire, must be in attendance at the premises throughout the period of the hire and must make him/herself known to the Officer at the commencement of the hire.
22. The Hirer or a responsible person must familiarise him/herself with the Evacuation Procedures for the facility as displayed.
23. (a) The Hirer shall be responsible for maintaining good public order in the Hall throughout the hire period and shall employ as many Stewards as the Community Facilities Officer may require for that purpose.  
(b) The provision of Cloakroom Attendants is not included in the hire.
24. (a) No excisable liquor shall be sold in the Hall without an occasional licence having been obtained. In order to give any Licensee adequate time to apply to the Licensing Board for an occasional licence. The Hirer is advised to give no less than one month's notice to the Licensee if a bar service is required.  
(b) An occasional licence is not required if excisable liquor is to be given away free of charge and not sold. The use of tickets or tokens for the purchase of drink is not permissible without a licence.  
(c) Admission to dances with a licensed bar must be by ticket only, such tickets to be sold in advance of the event.
25. A licensed bar must close 30 minutes prior to the termination of the let.
26. All conditions attached to the Entertainment Licence, a copy of, which is available for inspection at the offices of the Director of Education Services, and any other licence required in connection with the use of the Hall, shall be duly observed.
27. (a) The Hirer shall ensure that the maximum numbers permitted in the Hall for the function are not exceeded.  
(b) Seating accommodation is limited to the number of chairs provided by the Council, which are in the Hall on the day of hire.
28. No bolts, nails, tacks, screws, etc. shall be driven into any part of the Hall, nor shall any placards or advertising bills be displayed in the Hall or on the exterior of the building except for placards provided by the Council for that purpose.
29. No stage fittings, scenery, decorations, flags or emblems will be permitted without first having been submitted to and approved by the Community Facilities Officer. No cotton wool decorations or highly flammable materials shall on any account be used for decorative or any other purposes within the Hall. All stage sets must be fireproofed in accordance with current regulations.
30. Details must be given to the Community Facilities Officer at the time of application of any items of equipment including discotheque and extra lighting equipment, which the Hirer wishes to bring into the Hall during the hire period. No such equipment shall be brought in to the facility without the prior consent of the Community Facilities Officer.
31. The Hirer is not permitted to operate any technical equipment, including sound equipment, projection equipment, stage lighting or any other lighting in the Hall. Only those persons appointed by the Council for this purpose shall operate or handle any such equipment.
32. The Hirer, shall not in the course of the let engage in the sale of goods of any kind without prior consent of the Halls Supervisor and refreshments shall be served and consumed only in those areas designated by the Officer.
33. All lets shall be for the hours specified in the Bookings Form issued. All hire periods shall be to the nearest hour and must include for set-up and set-down times.
34. The Hirer shall be responsible for ensuring that the facility is left in a clean and tidy condition at the end of any hire period. In the event that extra staff are required to be engaged by the Council to clean the facility an appropriate extra charge will be made to the Hirer.
35. Failure to comply with these conditions or any other instructions from the Council or its authorised representatives may result in the Hirer being excluded from the Hall until any such non-compliance has been remedied and persistent non-compliance may result in the hire being revoked without, in either case relieving the Hirer from the obligations under the remainder of this contract.
36. The Hirer shall consult with the Community Facilities Officer regarding any other matter not provided for in these Conditions, at least 7 days before the date of the hire.
37. For casual bookings, eg weddings and dinner functions, the Hirer is advised to contact the Officer at the Hall 7 days before the booking to finalise arrangements.
38. Please note that smoking within any public building is offence. Should the hirer allow smoking he/she could be fined a £200 spot fine and the offender fined £50 on the spot.