



CONDITIONS OF LET

Cove Burgh Hall (“CBH”) is a charitable company that owns and runs the Cove Burgh Hall (“Hall”) for the beneficial use of the local community. The following Conditions of Let set out the terms under which CBH agrees to let the Hall to third parties (“Hirers“).

1. Availability

- 1.1 The Hall is available for let as the “Main Hall”, “Small Hall”, “Both Halls”, (Main Hall and Small Hall together) and the “Commissioner’s Room”. In each case, a let includes the use of the kitchen, toilets and car park. The floor plans, facilities available and maximum numbers of persons for these are set out in Appendix 1.
- 1.2 Also available if required by so indicating on the booking form is:
 - A modern PA and loop system (together with a portable loop system), except that if required the Hirer must attend a training session on their use before they are made available;
 - Ceiling lighting decorations and since these will only be installed and removed by CBH representatives there will be a charge as set out in the published charge rates;
 - A piano, always provided the event organiser takes reasonable steps to ensure it may only be played by a competent piano player.
- 1.3 The Hall is available for let between 09.00 hours and 24.00 hours each day, and in addition lets may be extended into the following day up to 01.00 hours (with the Hirer required to stop any music playing by 00.30 hours and to respect neighbours and minimize noise levels in such cases of extension).
- 1.4 The Hall is available to let to any person or organization without limitation to age, sex, race or creed, except that no Hirer shall be under the age of 21 years at the time of the let request. All requests to make a booking will be treated equally and fairly in accordance with the CBH Equality policy (available in CBH Library and www.coveburghhall.uk)
- 1.5 No sub-letting of any kind is permitted.
- 1.6 The Public Entertainment Licence held by CBH permits the use of the premises for the following kinds of entertainment or recreation, viz:- Theatre Performances; Film Shows; Festivals; Private Functions; Weddings; Public Meetings; Dances; Lectures/Talks and Concerts. The number of persons admitted to the premises at any one time shall not exceed 170.

2. Bookings

- 2.1 Let requests shall be made to the Bookings Secretary and shall advise the information required from the Hirer on the Booking form. A single Booking form may be used by a Hirer to cover a number of individual lets (such as monthly club meetings).
- 2.2 The Bookings Secretary shall provide the Hirer with a Booking form advising the terms of the let(s) requested. This offer of let(s) shall be open for acceptance for 10 days from the date thereof as a provisional Booking. If the Hirer wishes to proceed with the let(s), the Hirer shall sign such Booking form accepting the terms of the relevant let(s) and return it to the Bookings Secretary within the specified 10 days. Such Booking form so signed by the Bookings Secretary and Hirer shall constitute (together with these Conditions of Let) the contract of let(s) between CBH and Hirer (“Booking“).
- 2.3 In the event a Hirer cancels a let, such cancellation advice must be made to the Booking Secretary as soon as reasonably possible. In the event the cancellation is advised less than 14 days before the let, the Hirer shall be liable for the full cost of the let, except as offset by any re-let charges received.

- 2.4 CBH shall use all reasonable endeavours to ensure a let is met. In the event that unforeseen circumstances require CBH to cancel a let, the Hirer shall be advised by the Booking Secretary as soon as possible.
- 2.5 Let requests shall be treated on a “first come first served” basis, but CBH shall not be obliged to accept any particular let request.
- 2.6 No Hirer may use the Hall without a Booking. Where any Hirer is found using the Hall without a Booking, the CBH may bar such Hirer from future use of the Hall.
- 2.7 All information provided by the Hirer in respect of a booking shall be held confidential by CBH in accordance with the CBH Data Protection Policy (available in CBH Library and www.coveburghhall.uk).
- 2.8 All hirers are required to complete a Risk Assessment, provided by the Bookings Secretary, before first use of the Hall.

3. Let Charges and Payment Terms

- 3.1 Standard Hourly Rates and other let charges shall be determined from time to time by CBH and published locally, on the CBH noticeboard and on the CBH website. Let charges set out in a Booking shall remain firm for the duration of that Booking.
 - 3.1.1 Payment is accepted by cash, cheque (payable to “Cove Burgh Hall”) or by bank transfer. When paying by bank transfer, contact the Bookings Secretary for bank details.
- 3.2 Local organizations paying the Standard Hourly Rate (or less) shall be invoiced for lets quarterly in arrears. The quarters are Jan./March; April/June; July/Sept; and Oct./Dec., with invoices issued on the last day of the quarter. Individual Hirers paying the Standard Hourly Rate shall pay 100% of the total cost of the let at the time of Booking. Invoices shall be payable within 14 days of issue. Failure to pay shall render any remaining lets void.
- 3.3 Notwithstanding the above, CBH may agree other let charges and payment terms with Hirers, which shall be detailed on the Booking.
- 3.4 If, in the sole opinion of CBH, the Hirer has not met their responsibilities under Clause 4, including but not limited to the proper cleaning of the Hall, CBH shall have the right to add an appropriate amount to the amounts due on the Booking to cover the additional costs involved.

4. Hirer’s Responsibilities

- 4.1 The Hirer shall be responsible for any setting up of the Hall (such as laying out tables and chairs). CBH shall arrange for heating to be on as required and for the Hall to be open at the appropriate times, except where the Hirer has been given keys to access the Hall themselves.
- 4.2 During the let the Hirer shall ensure:
 - 4.2.1 the provisions of these Conditions of Let, including without limitation Clauses 5 and 7.1, are fully complied with;
 - 4.2.2 the supervision and maintenance of good order in the Hall and the provision of stewards as may be required by the Hall Keeper or the Fire Safety Policy;
 - 4.2.3 any loss, damages or breakages to CBH property is reported using the Incident Report Form to be found in the kitchen;
 - 4.2.4 any spillages on the Hall floors are cleaned immediately; and
 - 4.2.5 nothing is done or brought into the Hall that involves extra risk to the Hall or public safety.
- 4.3 At the end of the let, the Hirer shall ensure the Hall is left in the same condition as found at the beginning of the let. In particular, the Hirer shall ensure:
 - 4.3.1 the Hall is left in a clean and tidy condition (using the cleaning equipment available), and all Hirer/let /attendee property removed except such property as has been agreed may be stored in the Hall and ;
 - 4.3.2 all Hall property and Hirer property pursuant to Clause 4.3.1 is returned to its storage location and secured as found;
 - 4.3.3 all rubbish is placed in refuse bags and placed as directed by the Hall Keeper.

4.4 Pursuant to the provisions of Clause 7.1, assault of any nature, whether physical, sexual or verbal is always unacceptable and where any such assault occurs during a hire CBH shall apply the provisions of the CBH Child, Vulnerable Persons and Persons Protection Policy forthwith (available in CBH Library and www.coveburghhall.uk)

5. **Health and Safety**

5.1 Pursuant to Clause 7.1, the Hirer must ensure compliance with Health & Safety legislation, including the obligation to take all reasonable steps to ensure hire activities are conducted in a safe manner. The Hirer should view the CBH Health & Safety policy for additional guidance (available in CBH Library and www.coveburghhall.uk).

5.2 The Hirer shall comply with the CBH Fire Safety Policy as exists at the time of let (available in CBH Library and www.coveburghhall.uk).

6. **Hall Keeper**

6.1 The Hall Committee shall designate a Hall Keeper for each let, except where the Hirer has been given keys to enable the Hirer to act as the Hall Keeper pursuant to Clause 6.3.

6.2 The Hall Keeper shall contact the Hirer before the let to confirm let arrangements. Except as provided in Clause 6.3, the Hall Keeper shall be present at the start of the let to open up the Hall and at the end of the let to lock up.

6.3 In the event the Hirer is given a set of keys for the opening/closing of the Hall, the Hirer shall ensure the safe keeping of such keys; shall only use such for the period of the let; shall ensure that all the parts of the Hall used for the let are locked at the end of the let; and shall return such keys as soon as reasonably possible, except where it has been agreed with CBH that the Hirer may retain such keys for future lets. The Hirer shall not take any copies of keys.

6.4 The Hall Keeper shall have the right to refuse entry to attendees and/or require the eviction of attendees where the Hall Keeper considers such necessary to the maintenance of order or safety; or where the attendee is found damaging Hall property; or where the attendee's presence is causing disruption to the enjoyment of others, or where the Hall Keeper considers the law is being broken pursuant to Clause 7.1.

6.5 The Hall Keeper shall have the right to terminate a let forthwith when the Hall Keeper considers it necessary pursuant to the provisions of Clause 6.4.

7. **Liabilities**

7.1 The Hirer is required to ensure that all hire activities comply with the law of the land, including without limitation, the laws relating to vulnerable groups, the protection of children, equality, the sale of alcohol and health & safety. Specifically, implementation of COVID-19 safe practices is the responsibility of the Hirer/Event Organiser.

7.2 No claim for damages shall lie against CBH for any failure of the Hirer to obtain occupancy of the Hall, or for any interference with the use of the Hall from any cause.

7.3 CBH shall not be liable for any loss or damages to the Hirer's property; the goods, property or personal effects of any attendee; or to vehicles left in the car park.

7.4 CBH shall not be liable for any matter resulting from the Hirer failing to meet their obligations under Clause 7.1.

7.5 CBH shall not be liable for any injuries incurred by any attendee at a let except as may be determined under the CBH Public Liability Insurance.

7.6 The Hirer shall be liable for any damages caused to Hall property during a let (and for any damage resulting from the Hirer's failure to lock up where Clause 6.3 applies), and shall pay all the costs of repairing such damage, except as may be recovered by CBH through its Hall insurance.

7.7 At all times the Bookings Secretary and Hall Keeper shall be deemed to be acting for and on behalf of CBH, and where a Hirer makes a Booking on behalf of an organization/government, such Hirer shall at all times be deemed to be acting for and on behalf of that organization/government.

8. **Other matters**

- 8.1 Where alcohol is to be sold at a hire event, the Hirer shall be required to comply with Clause 7.1 which, for the avoidance of doubt, requires compliance with the Licensing (Scotland) Act 2005. Any failure to comply with such legislation shall be cause for the immediate termination of the hire. As soon as a Licence is obtained, the Hirer must advise the reference to the Bookings Secretary who will add such to the Booking.
- 8.2 Where the let involves the playing of games, only soft foam balls may be used and appropriate soft footwear must be worn. No studded boots, or roller blades/skates may be worn in the Hall.
- 8.3 No dogs may be brought into the Hall except dogs for the blind or disabled when accompanying such person.
- 8.4 In order to ensure access for the elderly or disabled, no parking is permitted on or in front of the paved area at the main door of the Hall; nor in such a manner which prevents vehicular access to this area.

9. **Non-smoking**

This policy has been developed to protect all users and visitors from exposure to second-hand smoke and to assist compliance with the Smoking, Health and Social Care (Scotland) Act 2005, which states that smoking is not allowed in any enclosed public building. Exposure to second-hand smoke, also known as passive smoking, increases the risk of lung cancer, heart disease and other illnesses. Ventilation or separating smokers and non-smokers within the same airspace does not completely stop potentially dangerous exposure.

Accordingly, smoking is banned both within the hall and the confines of any external doorway.

Non-smoking signs indicate these areas.

These Conditions of Let shall apply to all let(s) made under Bookings dated on or after March 17, 2016.

This policy can be viewed in the CBH Library and on the CBH website
www.coveburghhall.org.uk

Policy	Conditions of Let
Signed by Chair on behalf of Board	<i>A.J.Morrison</i>
Date/Version	Approved by Board September 3 rd 2020
Review Date	October 2021
Associated Policies	Health & Safety, Complaints, Let Conditions

CONDITIONS OF LET **APPENDIX 1 - HALL FACILITIES**

The parts of the Hall available to let pursuant to Clause 1.1 are as set out below.

MAIN HALL

The Main Hall has a floor area of 10x15m. It is ideal for large meetings, small dance functions or as an entertainment venue (drama etc.). For meetings and seated entertainment, up to 150 persons can be accommodated, while for dances, 100 persons can be seated using rectangular tables (each seating 8-10) with the stage set up, leaving a dance floor area of about 5x12m. There are numerous 13amp power points around the walls for the Hirer to install any required electrical equipment (including that required by bands). The stage can accommodate up to a 6 piece band with equipment. The door behind the stage leads to a room and toilet that can be used as a changing room for entertainers.

SMALL HALL

The Small Hall has its own separate entrance from the hallway. It is suitable for most local organization meetings and activities. It has an area of 7.5x7.5m. For meetings, seating can be arranged for up to 60 persons. Where tables are used some 50 persons can be accommodated.

BOTH HALLS

The Main and Small Halls are separated by a sliding partition. When pulled back the resultant Both Halls are ideal for the larger function. For meetings/seated entertainment 170 persons can be accommodated while for dance functions some 150 persons can be seated at tables. These numbers would be reduced somewhat (by 10-20) when the Small Hall is also set up with tables for food or drink.

COMMISSIONER'S ROOM

Situated on the mezzanine floor adjacent to the library, this room is set up with a central oak table and chairs for up to 15 persons. It is essentially usable for committee meetings or local government surgeries etc. There are a number of power points available allowing the use of such equipment as computers, projectors, and mobile hearing loop.

OTHER FACILITIES

The let of each of part of the Hall includes use of the kitchen (unless there is a conflict between Hirers requiring access to the kitchen - for example where being used as a bar by a Hirer), toilets and car park, together with all CBH equipment such as:

- 20 tables with covers, each sitting 8;
- 180 stackable chairs, 50 fixed chairs and 12 comfortable chairs for disabled use;
- 100 champagne flutes and wine, half pint, and pint glasses;
- Crockery and cutlery for 100 for 3 course meal; plus
- PA system, loop system, ceiling decoration lights and a piano (see Clause 1.2).

There are separate entrances to the kitchen from the Main and Small Halls. Kitchen equipment extends to sink, cooker and storage areas with crockery and cutlery. There is a gent's toilet and a separate disabled toilet on the ground floor and a ladies toilet on the mezzanine floor. The car park has spaces for 20 cars (and disabled parking space). There are cloakroom facilities on the mezzanine floor and, if required, the let can be extended to include the Commissioner's Room as a cloakroom.

NOTE ON NUMBERS OF PERSONS

The above quoted numbers of persons are the maximum CBH recommends for a comfortable and enjoyable function. **Please note** with respect to our Public Entertainment Licence the maximum persons permitted in the premises at any one time should not exceed 170.