

Community Centres & Halls Hire Terms and Conditions

1. Application

- 1.1 The hirer must give Live Borders at least 2 weeks' notice of their requested booking date.
- 1.2 Requested dates and/or times cannot always be guaranteed.
- 1.3 Provisional bookings are automatically removed from the calendar if a completed booking form is not returned to Live Borders within 2 weeks of the initial enquiry.
- 1.4 Applications for hire will only be accepted less than fourteen days prior to the proposed date of hire by special arrangement with Live Borders.
- 1.5 Returned booking forms will not mean acceptance of bookings by Live Borders. All bookings must first be approved by Live Borders. No hall/community centre should be considered a hire until written confirmation has been received by the hirer.
- 1.6 All applicants must be twenty-one or older and proof of identity may be required.
- 1.7 Live Borders reserves the right to refuse any booking that is considered unsuitable or that it is unable to facilitate.
- 1.8 All licenses, risk assessments and other forms (see section 6 for more information) must be returned where appropriate with booking forms.

2. Access

- 2.1 Live Border employees may refuse admission to or ask any person to leave a facility reasonably as follows:
 - 2.1.1 Any person under the influence of drink and/or drugs
 - 2.1.2 Any person presenting in an unclean state
 - 2.1.3 Any person dressed so as to cause offence to other users within the same Hall
- 2.2 No animals (other than assistance dogs) may be brought into a Hall/community center unless with the prior consent of Live Borders.
- 2.3 Hirers, guests and third parties must:
 - 2.3.1 Comply with all reasonable directions or instructions given to them by a Live Borders employee in the course of their duties.
 - 2.3.2 Leave the hall/community centre at the stated or agreed closing time or when requested to do so by a Live Borders Employee. Access to the hall/community centre to set up will only be granted to the hirer and any third party if the times are stated on the booking form.
- 2.4 Permission must be obtained first from Live Borders to:
 - 2.4.1 Use photographic equipment or any other form of visual or sound recording equipment on any of Live Borders premises
 - 2.4.2 Grant broadcast (sound or television) or filming rights in respect of their use of the hall/community centre without the prior written consent of Live Borders. If such consent is given, Live Borders reserves the right to take part in any negotiations to be a party to the terms and conditions of any agreement reached and to share in any income and publicity derived from any agreement so reached.
 - 2.4.3 To put up external and internal decorations, flags, emblems and notices.
 - 2.4.4 Use bottled gas in the hall/community centre.
- 2.5 The hirer or group is not permitted to:
 - 2.5.1 Smoke and/or use of e-cigarettes anywhere, within the hall/community centre and the grounds.
 - 2.5.2 Alter, interfere with, deface the building or use nails, drawings pins, tacks, glue, adhesive tape and adhesive pads. Use of any such item will result in the hirer being liable for all costs incurred to make good any damage.
 - 2.5.3 The hirer shall be responsible for any damage done to the premises or the fittings or furniture therein during the time of occupation and shall be bound to meet the cost of the same.
 - 2.5.4 The use of flammable decorations (e.g. streamers) is not permitted.
 - 2.5.5 Use the hall/community centre for any offensive trade or for the holding of auction sales or competitions or for any similar purpose or for any illegal or immoral purpose or for any other purpose which Live Borders reasonably considers to be a nuisance or cause of disturbance or inconvenience to the owners or occupiers of any adjoining or neighbouring property.

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- 2.6 The hirer is responsible for leaving the venue in a clean and tidy state. All forms of decoration (including balloons, posters, glass bottles and all packing, etc.) and any items used in conjunction with food and drink must be cleared away before the end of the booking. Failure to do so will result in the hirer being charged a fee for the removal of the subsequent cleaning. Admittance given to the hirer to clean and tidy a venue not within the hours of the booking shall be at the discretion of a Live Borders employee. If admissions is granted the hirer will be charged extra for a minimum of 3 hours plus any other relevant costs.
- 2.7 Failure to remove items of rubbish, decoration or other such items upon request may result in these items being disposed of by Live Borders. The cost of such disposal will be levied against the hirer.
- 2.8 The hirer is responsible for the actions of all invited guests, paying customers and contractors. The hirer will be held liable by Live Borders for any costs incurred or sought resulting from actions by any third party.

3. Safety

- 3.1 The hirer/all third parties must ensure that all appropriate procedures for evacuation have been agreed with all relevant parties and that appropriately trained persons are on duty prior to commencing and throughout the let.
- 3.2 The hirer must ensure that they have read, understood and will comply with the Hall/Community Centre Safety Sheet (Appendix 1) as attached and also available on site upon request.
- 3.3 For use of pyrotechnics in any Live Borders Building:
 - 3.3.1 Where the hirer is permitted to use pyrotechnics in accordance with Condition 3.3.7, the Hirer shall provide Live Borders with the name of the individual who shall be responsible for any pyrotechnics during the Performance.
 - 3.3.2 Live Borders reserve the right to inspect any relevant documentation without notice. Where the hirer intends to use pyrotechnics, including those with an indoor specification, the hirer is required to notify Live Borders in advance of the event to ensure that all appropriate arrangements and safety documentation is in place.
 - 3.3.3 The Hirer is responsible for ensuring that all equipment used is of an approved standard, and a risk assessment must be provided to Live Borders in advance of the commencement of the Let.
- 3.4 The hirer must ensure that all scenery, drapes and banners used during or in connection with the hire are of a durable or flame retarded fabric and should comply with British Standard 5867: Part 2 Type B when tested in accordance with British Standard 5438.
- 3.5 The hirer must ensure that no motor vehicle obstructs any entrance or exit at the hall/community centre. Any vehicle found to be obstructing an emergency exit may be removed. Live Borders accepts no responsibility in respect of any vehicle or for any loss or damage to any vehicle or its contents.

4. Equipment

- 4.1 No equipment, properties or other goods are to be delivered to the Hall/Community Centre without it being booked ahead of time with Live Borders.
- 4.2 Store any items at the hall/community centre either before the booking or after. If permission is granted storage may be charged at the normal hourly rate for occupancy.
- 4.3 Live Borders shall not be responsible for loss or damage however caused to equipment, property or any other item delivered to the hall/community centre prior to commencement of a Let (ref 2.4 prior permission for such deliveries must be agreed).
- 4.4 All electronic equipment that is over a year old must be PAT tested. Live Borders employees have the right to remove any untested/out of date items and will not be responsible for any costs or losses incurred by the hirer as a result of Live Borders refusal to allow equipment to be used within the hall/community centre.

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5. Bars

- 5.1 We aim to provide all bars within our own venues. Should someone request to provide their own bar, this can be looked at on a case by case scenario. We will charge a fee for use of our bar facilities. This fee is costed based on the event.

6. Signage

- 6.1 The hirer or group must not display/place any posters, bills or flyers or any form of advertising or marketing literature in the street or on any structure in the neighbourhood or in the hall/community centre and where street advertising is intended, without the permission of the local authority.

7. Charges

- 7.1 The hirer will be charged for their use of the hall/community centre, hire fees shall be charged in accordance with the halls/community centre Price List and paid in full upon receipt of invoice after the booking.

8. Emergencies

- 8.1 Any accident or incident during the time of hire must be reported to a Live Borders employee immediately. Live Borders staff may require the booking to be stopped immediately.
- 8.2 If any member of the emergency services or the Live Borders employee gives a direction to the hirer and that direction is ignored or not complied with fully, Live Borders shall have no liability for any injury and/or damage to persons or property which may result as a consequence thereof.
- 8.3 The hirer must ensure an acceptable emergency action plan is in place to allow for the hire to be stopped immediately and those attending the hire to be safely evacuated.

9. Insurance, risk assessments & other forms

- 9.1 The hirer is completely responsible for getting all necessary licenses, permissions and approvals that would have anything to do with the booking that may be required. This may include a market operator's license, cinema license and/or a liquor license. The hirer is required to apply for such licenses and will be solely responsible for all costs or fees incurred and will be the named license holder.
- 9.2 The hirer/all third parties must ensure:
- 9.2.1 That all licenses, stewards and permissions are in place to commencing the let. Such licenses include:
- 9.2.1.1 Alcohol License
 - 9.2.1.2 Performing Rights license
 - 9.2.1.3 Risk assessments
 - 9.2.1.4 Food Hygiene
 - 9.2.1.5 Insurance documentation
 - 9.2.1.6 Any other license that may be required (if unsure please contact Scottish Borders Council, Licensing Department for advice)
- 9.3 For major/one off events the hirer must hold public liability insurance with a minimum compensation of £5 million and will send evidence of such cover to Live Borders. Private hires by individuals e.g. wedding receptions and birthday parties and hires which are community based and do not involve a large number of participants such as indoor bowling, tea dances, bridge clubs etc. are exempt from this.
- 9.4 The hirer agrees to compensate, and will not hold Live Borders at fault in respect of all losses; damages; claims; costs demands; and/or expenses, arising from or in connection with:
- 9.4.1 Any damage to the hall/community centre or property caused by the hirer, the hirer's employees, guests, and/or any artist
- 9.4.2 Any claim that the performance or any merchandise sold by or on behalf of the hirer or the artist at the hall/community centre infringes any Intellectual Property Right belonging to a third party; and

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- 9.4.3 Any death or personal injury caused by the hirer's negligence (including, without limitation, caused by the malfunction of any sound, lighting or other technical equipment provided by the hirer or any act of omission of the hirer which invalidates the insurance cover).
- 9.5 Failure to obtain the necessary licenses and submit proof of such upon request of the Live Borders employee may result in the cancellation of the hire at the discretion of Live Borders. The hirer will remain fully liable for all fees payable in respect of the hire even though the hire has been cancelled. Live Borders will not be responsible for any costs or losses which are incurred by the hirer as a direct or indirect consequence of such cancellation.

10. Performing Rights

- 10.1 Live Borders is required to charge a Performing Rights fee for any function at which live or recorded music is played. The fee is forwarded annually to the Performing Rights Society. Weddings and private parties are not included in this.
- 10.2 The hirer is responsible for their own production and performance and does not hold Live Borders for any and all claims under the Copyright, Designs and Patents Act 1988 and any amendments to this act.
- 10.3 Notwithstanding the previous and without (unfair, pre-decided bad opinions) to any other provision of this Agreement, the hirer will be only responsible for getting all other necessary licenses, permission and approvals in respect of any music, film, images or other copyright material used in connection with the performance and/or Let. The hirer will apply for all such licenses as may be required and will be responsible for all costs or fees, and will be the named license holder.
- 10.4 The hirer will compensate Live Borders against any loss which Live Borders receives arising out of any claim at the instance of a third party (including, but not limited to PRS or the owner of any Intellectual Property Rights) which arises from the hirer's failure to comply with this Condition.

11. Cancellation Policy

- 11.1 If the let is cancelled less than a month from the hire date it will result in a 100% charge being made, within 1 to 2 months a 50% charge will be made and over 2 months a £25.00 charge will be made.
- 11.1.1 In the instance of Community Centres then the charge will be the lower of £25.00 or 100% of the hire cost.
- 11.2 Any hire cancelled by the Live Borders due to a failure of the hirer to comply with these conditions shall render the hirer liable to pay for the full cost of the hire and any associated costs of the cancellation. Should the Hall/Community Centre be required for any special event, annual event or departmental activity then the hirer will be advised, where possible, and offered an alternative Hall/Community Centre, where one is available.

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If you have any enquiries or need further information, please contact:

Halls & Community Centres
Live Borders
Melrose Road
GALASHIELS
TD1 2DU

Tel: 01835 825231
Email: Halls@liveborders1.org.uk

Or for Community Centres, please contact the individual Centre:

Abbey Row Community Centre, Kelso	01573 223595
Argus Community Centre, Selkirk	01750 721591
Eyemouth Community Centre	01890 750458
Focus Community Centre, Galashiels	01896 752636
Langlee Community Centre, Galashiels	01896 753873
Newtown Community Wing,	01835 823738
Newcastleton No 8 Club,	01387 375448
Peebles Community Centre, Peebles	01721 720975
Southfield Community Centre, Duns	01361 882184
Tweedbank Community Centre, Galashiels	01896 756167

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Appendix 1

1. Responsibilities in the Event of an Emergency Situation

When Live Borders staff member is on site they will act as the Emergency Controller. When there is no Live Borders staff member on site, the "Responsible Person" (as per the booking form) of each user group/hirer will be responsible for their group.

In most Community Centres/Halls, the Fire Alarm and Detection System when activated will send a transmission to a Monitoring Centre who will in turn call the Fire and Rescue Service. In the event of a fire/fire alarm being activated, the Live Borders staff member or, in their absence, the Responsible Person within a user group must also telephone 999.

When on site, the Emergency Controller will be responsible for co-ordinating the evacuation and ensuring that everyone is accounted for. The Emergency Controller will liaise with the Fire and Rescue Service upon their arrival and will confirm:

- that an evacuation has been carried out
- that everyone is accounted for
- the location of any disabled persons awaiting assistance in a refuge
- the nature and location of the fire (***the fire panel should only be checked if it is on the direct route out of the building***)
- the position of any known hazardous materials.

Additional Fire Marshalls must be provided by the hirer of the building if there is a need to isolate any of the fire detectors for the purpose of the hire. E.g. use of smoke machines, pyrotechnics or cookery displays. The Fire Marshalls are to remain in the area where the detectors have been isolated and manually raise the alarm in the event of a fire.

All Live Borders employees requiring assistance in the event of a fire will have completed a Personal Emergency Evacuation Plan (PEEP) which details the assistance required in an emergency. Any official visitors to the building will be covered by the Generic PEEP. The Responsible Person will be aware of the needs of any disabled group member in the event of a fire.

All user groups/hirers are required to carry out a Personal Emergency Evacuation Plan (PEEP) for any individual who requires assistance in the event of an evacuation and ensure that those with responsibility for assisting individuals are provided with appropriate information, instruction and training.

2. Evacuation Resources

Staff/User Groups

Live Borders – A member of staff may not always be present on site at all times.

Users Groups - Each group will have a Responsible Person, responsible for the group whilst using the Community Centre.

Evacuation Aids

Where evacuation chairs are provided Live Borders can arrange for staff and user groups to be trained on their use. Nobody should attempt to use an evacuation chair without first being trained. Contact the Community Centre/halls caretaker in the first instance if you require training.

On the activation of the fire alarm an immediate evacuation of the building will be carried out by people using their nearest available fire exit. They will then proceed to the designated assembly point. An immediate evacuation must be undertaken even if it is suspected that it may be a false alarm.

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Fire Evacuation Instructions

Group leaders /instructors should acquaint themselves with:-

- the position of and the information held on fire action notices in the room(s) they are using,
- the sound of the fire alarm
- Locations of fire exits, fire alarm call points and escape routes in the general area and
- location of the assembly point, see over leaf.

Group leaders/instructors are responsible for:-

- ensuring there is an up to date register of persons in their group, or other means for safe evacuation of all personnel, e.g. for large groups, such as audiences, stewards carrying out sweeps of their area of the building with out putting themselves at unnecessary risk,
- ensuring members of their group are aware of fire evacuation procedures,
- the evacuation and taking roll call of their group, or other means of ensuring all personnel are evacuated, and
- communication with incident coordinator (caretaker/emergency services).

Members of the group are responsible for

- informing the group leader/instructor of any assistance they may need in evacuating the building in an emergency

Actions in the event of fire

On discovering a fire

1. Sound the alarm by activating the nearest "Manual Call Point".
2. Call the Fire & Rescue Service by dialling 999.

On hearing the fire alarm

1. Group leader/instructor to supervise the evacuation of the group via the nearest available safe exit(s).
2. Proceed to the assembly point.
3. Do not use the lift.
4. Switch off all electrical appliances, where possible.
5. Close all doors and windows behind you, where possible.
6. Only attempt to tackle the fire if it is safe and you have been trained to do so.
7. Do not take unnecessary risks.
8. At the assembly point have suitable arrangements for ascertaining whether the building has been successfully evacuated e.g. for a small group a roll call, for larger groups stewards confirming their areas of the building are clear, and try to account for any persons not present.
9. Communicate with the incident coordinator whether all person(s) are out of the building or that person(s) are missing and their expected location.
10. Liaise with coordinator to ensure all relevant information is passed to the Fire & Rescue Service.
11. Do not return to the building until authorised to do so by the incident coordinator