POLLOKSHIELDS BURGH HALL TRUST Ltd TERMS & CONDITIONS – Community Hall Hire



- 1. On receipt of a request to book a Hall, an invoice will be raised for the full amount of the hire or a 25% deposit for a block booking. No booking shall be binding unless expressly accepted in writing and unless the invoice is paid. When a booking is confirmed it is assumed that the Hirer has read these conditions of let and agrees to be bound by them.
- 2. No provisional bookings will be accepted. All bookings will be on a "first come, first served" basis.
- 3. Full payment of the account must be made 4 weeks prior to the event date. Failure by the Hirer to make this payment on time may result in the booking being suspended or cancelled.
- 4. Payments should be made by bank transfer
- 5. The purpose of the proposed hire must be clearly stated on at the time of booking.
- 6. All hires are granted to the individual or organisation making the application and are non-transferable
- 7. All Hirer's must be 18 years of age or older. Proof of age and identity may be required.
- 8. Attendance figures detailed on the time of booking must not be exceeded without prior written permission
- 9. The hire cost is for the use of the Hall(s) specified and does not cover the use of any other area. Access to toilet facilities are provided. Tables and chairs will be provided for you to set up if required. If the hirer requires PBH staff to set up and breakdown the furniture used, an additional charge will apply.
- 10. Access to the Hall will be granted at the time specified on the booking. If the Hirer requires set up time, this must be booked additionally and a charge will be made based on the appropriate hourly rate as set out in in Pollokshields Burgh Hall Trust Ltd.'s (PBH's) pricing policy as at the date of the event.
- 11. It is the Hirer's responsibility to ensure the premises are completely vacated by the end of the agreed hire period; this includes all participants and staff. All tables and chairs should be stacked away before the end of the hire time. Should the booking overrun the agreed times, an appropriate charge will be made. This charge will be based on the appropriate hourly rate as set out in PBH's pricing policy as at the date of the event.
- 12. The Hirer is required to comply with the instructions of PBH staff. PBH staff shall have full access to all parts of the premises during the hire.
- 13. The Hirer is exclusively responsible for the behaviour of their audience, members, participants or other invited guests.
- 14. No booking shall be amended without the prior consent of PBH. It is the Hirer's responsibility to ensure that the booking is complete and accurate and all necessary information has been provided.
- 15. Any special requirements or requests (including for use of any equipment, decorations, special effects, layout, etc. or accessibility needs) must be discussed and agreed with PBH's authorised representative. Permission for any such requests is at the sole discretion of PBH.
- 16. PBH reserves the right to refuse admission to the premises or any part thereof or eject persons who have already gained entry, if it is deemed necessary. All illegal activity will be reported to the relevant authority.
- 17. Parking is not provided as part of the hire. Street parking is available in the surrounding area.
- 18. Where it is deemed necessary that additional staff require to be employed at the event due to numbers attending, audience profile or any other reason, the cost of providing the additional staff will be borne by the Hirer. The requirement for additional staff is at the sole discretion of PBH.
- 19. Live flames are not permitted in the premises.
- 20. Nails, screws, staples or drawing pins shall not be driven into the structure, furniture, fixtures, fittings or any part of the premises. Please see the Trust's policy on decoration for further advice.
- 21. Any decorative display materials shall be of inherently flame retardant material.

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- 22. Any decorative lights must be stamped with a CE mark and be manufactured in accordance with BS EN 60598-2-20.
- 23. Animals are not permitted on the premises, other than assistance dogs.
- 24. The Hirer shall not use within, or bring into the premises any flammable or otherwise hazardous materials.
- 25. All portable electrical appliances brought into the premises by the Hirer and their contractors, including but not limited to sound equipment, lighting, extension cables etc. shall be fit for the intended purpose, to comply with current EU regulations and carry current portable appliance test certificates. Hirers and their contractors will not be permitted to use equipment which does not carry a current portable appliance test certificate.
- 26. PBH will not be responsible for any costs or losses incurred by the Hirer as a result of PBH's refusal to allow equipment to be used within the premises
- 27. Smoking is not permitted in any part of the premises, in accordance with the provisions of the Smoking, Health and Social Care (Scotland) Act 2005. This includes e-cigarettes.
- 28. All items belonging to the Hirer or their contractors must be removed from the premises at the end of the hire period unless otherwise agreed with PBH staff. Any items left after an event will be treated as abandoned and will disposed of by PBH, without payment for compensation to the Hirers. Lost property will either be passed to Police Scotland (valuables, such as handbags, wallets, keys, jewellery etc.) or retained at the premises for 7 days. After this period, any unclaimed items will be disposed of.
- 29. The Hire Charge includes the cost of reasonable cleaning of the relevant areas of the premises. PBH reserves the right to apply an additional charge where, in the reasonable opinion of the authorised representative, the level of cleaning required following the Hire is beyond that reasonably expected.
- 30. PBH shall not be responsible for any loss or damage, howsoever caused, to the Hirer's property or the property of the Hirer's contractors, audience, members, participants or other invited guests. All property used in the premises by the Hirer is at the Hirer's own risk.
- 31. The Hirer shall be responsible for any loss of or any damage to any property belonging to PBH including but not limited to the fabric of the premises during the let whether caused by the Hirer, any of the Hirer's audience members, participants or other invited guests.
- 32. Any errors or omissions in any quotation, price list, and acceptance of order, invoice or other document issued by PBH shall be subject to correction without liability on the part of PBH.
- 33. Cancellations must be in writing to office@pbhalls.co.uk or PBH, 70 Glencairn Drive, Glasgow G41 4LL. Cancellation charges will apply as follows:
 - 1 weeks' notice = 50% of hire cost
 - Less than 1 week notice = 100% of hire cost
- 34. Neither party shall be liable to the other in the event that either party is delayed in or prevented from the performance of its obligations thereunder by reason of force majeure which for the purposes hereof shall mean any cause of delay or prevention beyond the reasonable control of PBH and/or the Hirer and shall include strikes, lock-outs, riots, sabotage, acts of war, destruction or damage of essential equipment by fire, flood, explosion or reduction or unavailability of power or other services. The definition of Force Majeure for this agreement also includes the effects of extreme weather such as heavy snow, ice or flooding.
- 35. These Conditions shall be governed and construed in accordance with Scots Law and shall be subject to the exclusive jurisdiction of the Scottish Courts to which both Parties submit.