## POLLOKSHIELDS BURGH HALL TRUST Ltd (PBHT) TERMS & CONDITIONS – Wedding & Event Hire



- 1. On receipt of a request to book the Halls for a Wedding or Event, a contract and an invoice for a deposit will be issued. No booking shall be binding until the signed contract is returned and deposit paid. By signing the contract, the Hirer agrees to be bound by these Terms and Conditions. Deposits are considered non-refundable.
- 2. All bookings must be paid in full prior to the date of the hire. A payment plan will be in place comprising of Deposit Payment, an Interim Payment and Balance Payment 4 weeks prior to the Hire date. Payments should be made by Bank transfer.
- 3. All Hirer's must be 18 years of age or older. Proof of age and identity may be required.
- 4. The Trust reserves the right not to accept a booking and is not required to give an explanation.
- 5. All hires are granted to the individual or organisation making the application and are non-transferable.
- 6. PBHT reserves the right to pass on increases in costs over the period from booking to the event taking place.
- 7. The hire charge is for the use of the Hall(s) specified in your contract and does not cover the use of any other area. The provision of tables and chairs for your event, the layout of seating for your ceremony if applicable, and the attendance of a Duty Caretaker for the duration of your event are included. Prior to your event, PBHT will review your planning document in respect of the Halls and in the case of weddings, provide for a planning visit.
- 8. 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.
- 9. The full building hire charge includes one night's accommodation in one of PBHT's Lodge Houses. Check in will be 3pm and checkout 11am. Whilst we will endeavour to ensure the Hirer is booked into the Lodge of their choice, this may not always be possible.
- 10. Access to the Hall will be granted at the time specified on the contract. The duration of a Full Building hire is specified as 12noon until midnight, with free access for the hirer and suppliers to set up and break down between 10am and 12noon & midnight and 1am. If the hirer requires set up time outwith this, this should be booked separately and a charge will be made based on the appropriate hourly rate as set out in PBHT's pricing policy as at the date of the event.
- 11. Proposed guest numbers are required at the time of booking and should be confirmed 4 weeks prior to your event to allow for Health & Safety planning. You should note that the maximum capacity of the Halls is 150 persons. 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 PBHT.
- 12. It is the Hirer's responsibility to ensure the premises are completely vacated by the end of the agreed hire period. 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 PBHT's pricing policy as at the date of the event.
- 13. The Hirer assumes all responsibility for any damage they or their guests may cause during the event at the PBH. The Hirer will indemnify PBH Trust Limited from and against any and all losses, costs, expenses, damages and claims arising in respect of damage caused by the client and their guests to any property at PBH premises.
- 14. 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.
- 15. PBHT has an approved list of catering <u>suppliers</u>. The Trust is happy for occasional caterers to be used though an additional charge will be applied in these circumstances

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- 16. PBHT has contracted a company to provide bar services to our clients and this is the only bar permitted on site. The Hirer should arrange this service directly with the Bar operator. Licensing arrangements are for last orders at 11.30pm and the bar closure at 11.45pm.
- 17. The hirer will advise PBHT of their proposals for decoration of the Halls in advance of their event by completing the Checklist in advance of the Hire. All decorations should be installed and taken down within the timings of the Hire unless other arrangements have been made in advance, with the appropriate access fee paid. You should ensure that all contractors are booked to attend within these times. PBHT reserve the right to remove and dispose of any decorations left and levy a charge for this. The client should read the guidance for decoration in advance to ensure compliance.
- 18. Any entertainment (band/DJ etc.) must cease by midnight. Hirer's providing music during a hire are responsible for any required arrangements for copyright. They should also confirm that all equipment used by their contractor has been PAT tested.
- 19. The Hirer is exclusively responsible for the behaviour of their audience, members, participants or other invited guests.
- 20. No booking shall be amended without the prior consent of PBHT. It is the Hirer's responsibility to ensure that the booking is complete and accurate and all necessary information has been provided.
- 21. PBHT 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.
- 22. Parking is not provided as part of the hire. Street parking is available in the surrounding area.
- 23. Live flames are not permitted in the premises.
- 24. 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 PBHT's policy on decoration for further advice.
- 25. Any decorative display materials shall be of inherently flame retardant material.
- 26. Any decorative lights must be stamped with a CE mark and be manufactured in accordance with BS EN 60598-2-20.
- 27. The Hirer shall not use within, or bring into the premises any flammable or otherwise hazardous materials.
- 28. 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.
- 29. PBHT will not be responsible for any costs or losses incurred by the Hirer as a result of PBHT's refusal to allow equipment to be used within the premises
- 30. 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.
- 31. 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.

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- 32. PBHT 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.
- 33. The Hirer shall be responsible for any loss of or any damage to any property belonging to PBHT 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.
- 34. Any errors or omissions in any quotation, price list, and acceptance of order, invoice or other document issued by PBHT shall be subject to correction without liability on the part of PBHT.
- 35. Cancellations must be in writing to <a href="mailto:office@pbhalls.co.uk">office@pbhalls.co.uk</a> or PBHT, 70 Glencairn Drive, Glasgow G41 4LL. Deposits are considered non-returnable but every effort will be made to accommodate clients to find an alternative suitable date for any event, or time permitting, resell the date of the event. IN the event a date is resold, PBHT will make a deduction of an administration fee before refunding the fee to the Client. For the avoidance of doubt, if the final balance is not settled then the Trust reserves the right to pursue the full and final amount.
- 36. 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.
  - 37. The use of drones for filming is not allowed inside the building or in the grounds. We also request that lanterns and balloons are not let loose within the grounds of the Hall. Fireworks or sparklers are not permitted on the grounds of Pollokshields Burgh Halls
- 38. Animals are not permitted on the premises, other than assistance dogs.
- 39. Clients and their guests should remain appropriately dressed at all times and footwear should not be removed.

  Any glass breakages from the Bar service will be cleared at the time but it may not be possible to clear all glass shards until the room is empty.
- 40. 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.