

# Halls Terms & Conditions

## 1. Application

- 1.1 Requested dates and/or times cannot always be guaranteed.
- 1.2 All applicants must be over the age of 21 years and proof of identity/age may be required.
- 1.3 All booking forms must be returned within 3 working days from the date the form was sent to you.
- 1.4 All bookings must first be approved by Live Borders. No hall should be considered as hired until written confirmation has been received and a deposit has been paid.
- 1.5 If the booking form and deposit are not received within the 3 days of the request, your booking will automatically be removed.
- 1.6 Live Borders reserves the right to refuse any booking that is considered unsuitable or that it is unable to facilitate.
- 1.7 All licences, risk assessments, and other forms (see section 9 for more information) where appropriate must be returned once you receive your final invoice.
- 1.8 All applications must state the specific area of accommodation within the facility required for the let. No other areas of the facility will be available as part of the let.
- 1.9 No application for let will be accepted while any accounts for payment by the hirer to Live Borders remain outstanding.

## 2. Charges & Payments

- 2.1 Bookings that total £40 or less will be fully charged at the time of booking (this payment is non-refundable) and must be paid before the event.
- 2.2 Any booking that totals over £40 will require a 25% non-refundable deposit at the time of booking. If full payment is not received within the 2 weeks before your event we reserve the right to cancel your booking.
- 2.3 Deposits are required when the booking form has been returned (within 3 days). All deposits are non-refundable.
- 2.4 The hirer will be charged for their use of the venue, hire fees shall be charged in accordance with the venues Price List and paid in full 2 weeks before the booking.
- 2.5 Any additional charges (additional hours, equipment use, damages, etc.) are not prepaid and shall be invoiced after the booking.
- 2.6 If equipment is hired and used at booking the whole booking will be liable to VAT
- 2.7 Please note that prices increase on the 1 April annually and any new prices will apply to your hire.
- 2.8 You will be charged for the hours you have put on the booking form at the time of booking. Refunds will not be given should you use less hours.
- 2.9 Additional hours and/or equipment will be charged if you go over/use additional equipment above original booking.

## 3. Access

- 3.1 Live Borders or persons authorised by Live Borders shall have the right to suspend or take action at their discretion should they believe a person is acting or dressed in a way to offend another person.
- 3.2 No animals (other than assistance dogs) may be brought into a Hall unless with the prior consent of Live Borders.
- 3.3 **Permission must be obtained first from Live Borders for,**
  - Use of photographic/video equipment
  - Broadcasting within any of its halls
  - To put up external and internal decorations, flags, emblems, and notices.
  - Use bottled gas in the hall.
- 3.4 **The hirer or group is not permitted to:**
  - Smoke and/or use of e-cigarettes anywhere, within the hall and the grounds.
  - Alter, interfere with, or 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.
  - 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.
  - The use of flammable decorations (e.g. streamers) is not permitted.

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- Use the hall 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.
- 3.5 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 an extra charge
- 3.6 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.
- 3.7 All music is to be kept to a reasonable level to ensure there is no disruption or nuisance to neighbouring buildings or residential premises. At the end of the event, noise should be kept to a minimum as guests leave.
- 3.8 Should the venues theatre lighting be moved then it is required to be put back to how it was, if not the hirer will incur a charge for the repositioning of the lighting.
- 3.9 For our venues that have theatre lighting there is a weight limit for hanging items on the bars. To find out more information on this please email the Venues Team.

### 4. Layout & Capacity

- 4.1 Live Borders shall be notified by the hirer at the latest seven days prior to the date of the hire in order that any arrangements can be made in terms of seating and layout.
- 4.2 The hirer must strictly adhere to the capacities of each venue. Failure to comply with the given maximum capacities may result in the termination of the let at any time without Live Borders being liable to the hirer for damages

### 5. Health & Safety

- 5.1 The hirer/all third parties must ensure that all appropriate procedures for evacuation have been agreed upon with all relevant parties and that appropriately trained persons are on duty prior to commencing and throughout the let.
- 5.2 The hirer must ensure that they have read, understood, and will comply with the Hall Safety Sheet (Appendix 1) as attached and also available on-site upon request.
- 5.3 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.
- 5.4 The hirer must ensure that no motor vehicle obstructs any entrance or exit at the hall. 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.
- 5.5 The hirer is responsible for the provision of suitable automatic cut-out circuit breakers for any occasions where the use of electrical musical equipment is in use.
- 5.6 The hirer is responsible for ensuring that all gangways, doorways, stairways, exits and designated fire exits are kept unobstructed at all times and that their clients are aware of the escape routes to the available exits.
- 5.7 Hirers are responsible for the recording of attendance details for the purpose of evacuation. Live Borders is not responsible for first aid provisions.
- 5.8 No explosives, highly flammable spirits or liquid gas containers shall be brought into the hall and the use of naked lights in any part of the building is strictly prohibited.
- 5.9 In the event of an accident within the premises the hirer must report the incident immediately to the caretaker and an accident report form must be completed and returned as specified on the form.
- 5.10 If any member of the emergency services or a 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.
- 5.11 The hirer is responsible for ensuring that people attending do not stand on tables and chairs.

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### 6. Property/Signage

- 6.1 No posters, boards, fittings, or items along those lines cannot be put up internal or external of the venue without prior authorisation from Live Borders. Should you wish to display posters, flyers or any type of marketing literature around the venues town this must be authorised through Scottish Borders Council.
- 6.2 No equipment, properties or other goods are to be delivered to the Hall without it being booked ahead of time with Live Borders.
- 6.3 Hirers may not store any items at the hall either before the booking or after. If permission is granted storage may be charged at the normal hourly rate for occupancy.
- 6.4 Live Borders shall not be responsible for loss or damage however caused to equipment, property, or any other item delivered to the hall prior to commencement of a Let (ref 6.1 prior permission for such deliveries must be agreed).
- 6.5 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.
- 6.6 The hirer shall not interfere with electrical fixtures and fittings. No extension from existing electrical fittings shall be made without the consent of Live Borders.
- 6.7 No fixings of any kind (bolt, nails, screws, blue tack etc.) shall be attached to any part of the interior or exterior of the building without prior consent from Live Borders.
- 6.8 The use of the venues notice/display boards is prohibited unless by prior arrangement with Live Borders.

### 7. Stewarding

- 7.1 The hirer is responsible for the provision of stewards and security staff employed by Security Industry Authority (SIA) approved company for all 16 - 21 year old birthday parties and for the maintenance of good order at events/ functions.
- 7.2 Live Borders reserves the right to specify and/or engage SIA approved stewards, security staff and first aid personnel on behalf of the hirer at the hirer's expense in circumstances that the contract deems appropriate for any booking.
- 7.3 The hirer must ensure adequate adult supervision is in place for the maintenance and good order at any booking.
- 7.4 Live Borders requests that all 16 - 21 Birthday Parties are invitation only and that social media is not used to advertise the event. Confirmation of SIA stewarding required on authenticated letter headed paper.

### 8. Bars

- 8.1 External bars and groups that run their own bars are welcome there is a £100 charge
- 8.2 We will charge a fee for the use of our bar facilities. This fee is a £100 deposit and will be refunded if a minimum spend of £500 is met.
- 8.3 We need 6-8 weeks' notice to run a bar. For any bookings under this time period we will not be able to get a licence.

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### 9. Insurance, risk assessments & other documents

- 9.1 The hirer is completely responsible for getting all necessary licences, permissions, and approvals that may be required. This may include a market operator's licence, cinema licence, and/or a liquor licence. The hirer is required to apply for such licences and will be solely responsible for all costs or fees incurred and will be the named licence holder.
- 9.2 Risk Assessments and insurance documents are required for hires that are open to the public or events where tickets are being sold. Live Borders may also require these documents for different types of events.
- 9.3 The hirer/all third parties must ensure:
- That all licences, stewards, and permissions are in place before commencing the let. Such licences include:
    - Alcohol Licence
    - Performing Rights Licence
    - Risk assessments
    - Food Hygiene
    - Insurance documentation
    - Any other licence that may be required (if unsure please contact Scottish Borders Council, Licencing Department for advice)
- 9.4 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 that 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.
- 9.5 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:
- Any damage to the hall or property caused by the hirer, the hirer's employees, guests, and/or any artist or other contractor(s)
  - Any claim that the performance or any merchandise sold by or on behalf of the hirer or the artist at the hall infringes any Intellectual Property Right belonging to a third party; and
  - 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).
- 9.6 Failure to obtain the necessary licences 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.

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### 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 excluded from this fee.
- 10.2 The hirer is responsible for their own production and performance and any claims made under the Copyright, Designs, and Patents Act 1988 and any amendments to this act. Live Borders holds no responsibility in respect of this.
- 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 licences, 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 licences as may be required and will be responsible for all costs or fees, and will be the named licence 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 let is cancelled less than a month from the hire date it will result in a 100% charge being made. Cancellations that are before 1 month a 50% charge will be made.
- 11.2 Any hire cancelled by 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 be required for any special event, annual event or departmental activity then the hirer will be advised, where possible, and offered an alternative Hall, where one is available.

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

Venues  
Live Borders  
Council Headquarters  
Newtown St. Boswells  
TD6 0SA

Tel: 01896 661166

Email: [venues@liveborders1.org.uk](mailto:venues@liveborders1.org.uk)

## 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 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.

## 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, notice board in hall.

### 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