

The Scott's

Terms and Conditions of Hire

1. Applications for Hire

1.1. Submitting a booking application for Hire:

All applications for Hire of Venue and facilities must be submitted to the The Scott's by booking request form online (www.thescotts.co.uk) Alternatively via requested email Booking Form and sent to: info@thescotts.co.uk

1.2. Making a reservation

Applications for Hire made in any way other than on the official Booking Form will not be accepted.

1.3. Acceptance of a Booking for Hire

The receipt of the Booking form for Hire does not constitute an acceptance of the application by The Scott's. The venue shall not be deemed to be hired until the applicant has received written confirmation from The Scott's.

1.4. Deposit and Hire Charges

Hirers will be charged the appropriate booking and deposit rates in line with the stated Fees and Charges.

1.5. Proof of Identity

All applicants must be over 21 and proof of age / identity may be required. The Hirer, or a responsible person (whose name and address to be notified to The Scott's on completion of booking form) must be in attendance at the Venue throughout the period of the Hire.

1.6. Hire periods including end of event allowance/charges

All bookings made in respect of the venue are subject to the times stated on the booking form. Hirers must ensure that the venue is cleared of any persons, property or items brought into the venue within thirty minutes of the end of the arranged time. Failure to do so will result in charge for additional time by the hour at the standard hourly hire rate. Any additional charges will be deducted from held security deposit payment.

1.7. Additional Hours Charges including set up time

All bookings are subject to the times stated on the booking form. Hirers will be granted one hour free of charge for any "set up" required. Any additional hours required are subject to negotiation and dependent on availability. Any additional agreed hours will be included in the final invoice. Should hire time exceed the agreed end time on date of hire, additional charge will be deducted from security deposit.

1.8. Purpose of Hire and Sub-Hiring

All Hirers shall state the purpose of the Hire on the application form and shall not sub-Hire or alter the purpose without the consent of The Scott's Management. The Scott's management reserves the right to terminate any Hire if the premises are used for purposes different to that which they were initially approved.

1.9. Car Parking Facilities

Car Parking is NOT provided as part of the Hire. Parking is completely at owners' own risk. The Scott's management accept no responsibility for cars parked over night in car parking facilities.

1.10. Approval of Hire

Approval is made by The Scott's Management who reserve the right to grant or refuse any application for Hire in whole or part without giving any reason for same.

1.11 Accessibility

The Scott's venue is completely wheelchair accessible, however we ask any additional access arrangements are discussed on booking.

2 Advance Booking

2.1 Provisional Bookings

Provisional bookings will be held without deposit payment for four days only. If no correspondence is made within the four day period your provisional booking will be removed and date will become available for other potential hirers. The Booking form must be completed together with the appropriate security deposit paid within this period, failing which the booking will be cancelled.

2.2 Public Announcement of Functions / Events

Hirers must not make any public announcement of any event or send invites to guests until they have received official confirmation of Hire from The Scott's. The Scott's will not be responsible for any cost incurred for invitations sent without confirmation given.

2.3 Advertising

No placards or advertising bills may be displayed inside the venue or on the Exterior of the building without permission of The Scott's Management team.

2.4 All event details must be finalised and paid for twenty one days in advance of arranged date. This date is known as 'Confirmation Date'. After this point no further changes can be made to reservation, any reduction in guest numbers after confirmation date will not result in monetary refund.

2.6 The Hirer will make arrangements with the Events Manager in respect of any other matters not provided for in the Terms and Conditions, at least twenty one (21) days prior to the Hire Period.

3 Payment

3.1 Security deposit payment of £100.00 will be accepted by card payment over telephone. Receipt for such will be sent to hirer. Please note card details are inputted directly into card terminal whilst making payment, with no card details being held for further processing.

3.2 Full payment will be accepted by BACS transfer to The Scott's on assigned confirmation date. BACS details and Reference will be allocated on confirmation of event. A receipt will be issued via email in confirmation of such payment.

4 Cancellation

4.1 Cancellation by The Scott's

The Scott's Management Team reserves the right to cancel a Hire at any time. In the event that The Scott's cancels a hire, the Booking Deposit and the Fee shall be refunded in full to the Hirer without any further liability for compensation to the Hirer or any other party for any loss, actual or estimated, resulting from such cancellation.

4.2 Cancellation due to unavoidable restrictions

The Scott's Management Team reserves the right to cancel a Hire at any time due to Local/National restrictions being enforced. Any hires affected will be offered an alternative date in which to rebook their hire. In the event that The Scott's cancels a hire, the Booking Deposit and the Fee shall be refunded in full to the Hirer without any further liability for compensation to the Hirer or any other party for any loss, actual or estimated, resulting from such cancellation. Standard cancellation procedures and charges will apply should hirer choose to cancel their hire when The Scott's are legally and practically able to host the hire.

4.2 Cancellation by Hirers

The Hirer must give a minimum of twenty one (21) days notice submitted by email to The Scott's to cancel a booking. For the avoidance of doubt, the Full Security Deposit (£100.00) shall be retained in the event of any cancellation.

Additional Cancellation Charges

Up to 28 days - No additional charge

28-21 days - 50% of the total cost will be charged

21 days or less - 100% of the total cost will be charged

5 Performance Copyright & PRS & PPL licenses

5.1. The Hirer must advise at time of booking if the Hirer holds a licence as required by both Performing Rights Society (PRS) for Music and Public Performance Licence (PPL) to play and perform music in public. Further information on such licence can be found at www.prsformusic.com. All PRS conditions must be adhered to where musical works are being performed or reproduced by any means.

5.2. The Scott's holds a music licence, a copy of which is available for inspection. For the avoidance of doubt, this music licence may not cover the requirements of the Hirer. It is the Hirer's responsibility to ensure that they meet the requirements of the PRS and PPL.

5.3. Nothing which is subject to copyright shall be produced without the licence of the owner of the copyright and all such licences shall be produced on demand to The Scott's Management. The Hirer shall, upon request, submit for approval to The Scott's Management a copy of the programme of any entertainment to be given, in which case the Hirer shall ensure the approved programme is followed precisely.

5.4. The Hirer shall indemnify The Scott's against any infringements of copyright. Where the facilities are Hire in connection with the performance of a work which requires copyright consent, a copy of the license or authority must be submitted to The Scott's Management team for inspection no later than one month prior to the production.

5.5 The Hirer will comply with licensing requirements in every respect in relation to the Hire.

5.6 All music must stop by 12 midnight at the latest.

6 Loss, Injury or Damage

6.1 Hirer's Responsibility

The Hirer shall be responsible for maintaining the venue and common parts in good order throughout the period of Hire and shall accept full responsibility for any accident, injury to any person, as a result of the Hirer's negligence while using the premises.

6.2 The Hirer is responsible for any loss or damage to the building, fixtures, fittings, contents and decor during the Hire. No adhesives, bolts, tacks, nails, screws, or similar fixtures to be driven into fabric of any part of The Scott's. Poster putty (e.g. Blu Tack) is permitted in certain approved areas, provided the Hirer ensures all residue is removed following completion of the hire.

6.3 The cost of any repair to damage caused or additional cleaning required as a result of the Hire by the Hirer shall be assessed by The Scott's upon completion of the Hire and notified to the Hirer. The Scott's assessment of such costs shall be final and will be deducted from Security Deposit.

6.4 Any repairs or additional cleaning costs required will be notified by The Scott's to the Hirer and shall be deducted from the Security Deposit. Any costs incurred in excess of the Security Deposit shall be payable by the Hirer within fourteen days of written demand.

6.6 Loss or theft of Articles

The Scott's shall not be liable for any loss or damage to/or from any property brought into the Venue or for any injury to anyone attending during the Hire or for any other claim arising from the Hire.

6.7 Unsuitable Use of Premises

The Scott's accepts no responsibility for any loss or damage, including injury and death resulting from the premises proving to be unsuitable for the Hirer's intended use.

6.8 Loss of service

The Scott's will not be responsible for any loss to the Hirer caused by any breakdown of machinery, failure of gas, water or electricity, leakage of water, fire, Government restrictions or Acts of God which may cause the Venue to be temporarily closed or the Hire to be interrupted or cancelled.

7 Insurance

7.1 Insurance Cover

The Hirer must consider insurance in relation to their hire, should they deem such required. The hirer is required to take out appropriate insurance to cover loss, theft or damage of property belonging to themselves, the Scott's or the public and to cover death or injury of persons in the building during the period of Hire.

7.2 Public Liability

When an event is open to the public, the Hirer is required to take out £5 million Public Liability insurance. Proof of public liability is required before the booking is confirmed.

7.3 Indemnity

The Hirer must indemnify The Scott's against any loss or damage as described within these conditions.

8 Capacities

The Hirer shall confirm to the Events Manager the anticipated numbers of individuals attending the Venue and the Hirer is responsible for ensuring that the permitted maximum numbers are not exceeded. Seating accommodation provided is limited to the number of chairs provided by The Scott's for the Hire. Details of each rooms capacity and seating capacity on day of the Hire are available on request.

9 Sale of Goods

The Hirer shall not engage in the sale of goods of any kind without the prior consent of The Scott's. This hirer is prohibited to provide any food or drinks to guests either to charge or free of charge without consent of The Scott's Management.

10 Health and Safety

The Hirer is responsible for the Health, safety and welfare of persons participating in any activity during the Hire.

10.1 First Aid

It is the Hirer's responsibility to provide adequate First Aid provision for their event. In the event of an accident within The Scott's the Hirer must report the incident immediately to the Events Manager and complete an incident report form.

10.2. Bodily Fluids

If any bodily fluid requires cleaning during or at the end of the Hire period, the Hirer must use the bodily fluid cleaning kits provided by The Scott's for which the Hirer will be charged in full.

10.3 Fire Safety

The Hirer shall take full responsibility in accordance with Part 3 of the Fire (Scotland) Act 2005 to appoint their own Fire Marshalls and to familiarise themselves with the Fire procedures, all emergency exits, fire escape routes, fire alarm signal, assembly points and evacuation procedures during the Hire period. The Hirer is responsible for ensuring that all aisles, doorways, emergency exits and entrances are kept unobstructed at all times.

10.4 Circuit Breakers

The Hirer is responsible for the provision of suitable automatic cut out circuit breakers for any occasion when the use of electrical musical instruments equipment and any other portable equipment is in use.

10.5 Stewarding

The Scott's will provide adequate staff throughout the hire, including if deemed required an SIA licensed greeter. However should any issues arise in which any member of staff feels uncomfortable/ threatened the Police will be called and responsibility lies with appointed hirer to deal with police directly.

10.6 Use of explosives / Flammable liquids/ Gases

No explosives flammable liquids or liquid gas containers shall be brought into the venue and the use of naked lights in any part of the building is strictly forbidden. No flammable materials shall be used for decorative or any other purpose. For the avoidance of doubt naked flames, tea lights, indoor fireworks, or candles other than battery operated candles are strictly prohibited.

10.7 Smoke machines

The Hirer should note that any use of smoke machines within the Venue may trigger the Fire Alarm. Any event that utilises smoke effects requires the Hirer to put in place additional fire safety measures

including ensuring a dedicated person is assigned to fire watching during any performance and ensuring the zoned fire alarm system is reinstated at the end of the performance.

10.8 Portable Electrical Appliances

The Hirer must produce on request by the events manager, copies of portable appliance testing (PAT) certificates for equipment they are bringing into the building.

11 Property Equipment

11.1 Additional Scenery / Fittings

All additional fittings, decorations, scenery, display or other property provided by the Hirer must be removed at the end of the Hire. Failure to comply with this condition will at least result in Hire charges being extended to cover times involved and / or any costs incurred relating to their removal. All stage sets must be fireproofed in accordance with current regulations.

11.2 Stage / Technical equipment

The use, operation and movement of all technical / stage equipment (including sound, lighting and projection equipment) owned by The Scott's will only be undertaken by authorised The Scott's personnel.

11.3 Additional technical equipment

Details must be submitted to the Events Manager at the time of application of any items of technical equipment including discotheque and extra lighting equipment which the Hirer wishes to bring into the Hall. All such equipment must comply with current electrical safety requirements. The Scott's reserves the right to refuse the use of additional technical equipment at any time.

11.4 The use of Radio Equipment

The operation of radio equipment such as radio microphones, radio headsets etc. is permitted only by prior consent with the Events Manager.

11.5 Electrical Fixtures and fittings

The Hirer shall not tamper with or alter electrical fixtures and fittings. No extension from existing electrical fittings shall be made without the consent of the Hall Manager.

12 Entertainment Provision

12.1 The Hirer will comply with the directions of the Events Manager in respect to the volume of sound permitted in the Venue. Should DJ's/live bands exceed volume limits after being told to lower volume, event will be halted and deemed cancelled from that point with no compensation/refund . It lies within the responsibility of hirer to ensure any entertainment provider understands and obeys by rules set by The Scott's.

12.2 No music which could be deemed offensive is permitted to be played as part of entertainment, this includes any sports affiliated songs. There is a very simple zero tolerance approach to this aspect, in that should any song be played which falls into this category, The Scott's reserves the right to cancel the hire with immediate affect with no compensation/refund awarded. It lies within the responsibility of hirer to ensure any entertainment provider understands and obeys by rules set by The Scott's.

13 Smoking

NO SMOKING within the venue. This extends to the use of E-Cigarettes. Smoking is strictly only permitted within the small designated area accessed via side door where cigarette bins are provided. All notices regarding the prohibition of smoking must be strictly adhered to. Please be respectful of noise levels in this area to avoid disturbance to nearby residents.

14 Drugs

The use, possession or distribution of illicit drugs or other illegal substances is strictly prohibited. Any evidence of the use, possession or distribution of such drugs or other illegal substances shall result in the Police being notified and the immediate revocation of the Hire of the Venue without the refund of any part of the fee paid towards the Hire of the Venue. Such breach of rules will also result in forfeit of full Security Deposit.

15 Risk assessment

15.1 It is the Hirer's responsibility to carry out a risk assessment for any high risk activity, for example any sports activity, and ensure any instructors are suitably qualified. All activities must be conducted in accordance with the appropriate governing body guidelines. Persons instructing sports activities must be suitably qualified.

15.2 The Hirer must ensure that it complies with and continues to comply with the requirements of the Protection of Vulnerable Groups (Scotland) Act 2007 (the "PVG Act"). This is particularly relevant

to any hire involving children, young people under the age of 18 and/or vulnerable adults. Guidance on the PVG Act and obligations can be obtained from:

Disclosure Scotland

PO Box 250

Glasgow

www.disclosure-scotland.co.uk info@disclosurescotland.co.uk Tel: 0870 609 6006

15.3 Failure to comply with the requirements of 15.2 shall result in the hire being suspended.

15.4 Children must be supervised at all times and not allowed to play in the entrance foyer or outside the venue.

16 Condition of Premises

16.1 The Hirer will ensure that the hall is left in a clean and tidy condition. In the event that extra cleaning staff is required to clean the Hall by The Scott's, an appropriate extra charge will be made.

16.2 The Hirer is to ensure all tables and chairs provided by The Scott's remain in situ at end of hire.

16.3 The hirer takes responsibility to any fixtures/fitting/equipment which are stolen/maliciously damaged by their invited guests. Any costs involved with rectification/replacement of fixtures/fittings/equipment will be taken from provided security deposit.

17 Premises Licensing

17.1 The Scott's holds a premises license which allows alcohol to be served during permitted hours. All required license standards will be adhered to at all times. For the avoidance of doubt terminal hour of evening hires is 12 Midnight, "last orders" will be called at 11.30pm and bar will close at 11.45pm. Guests have a 15 minute 'drinking up time' from when bar closes till 12 midnight.

17.2 The Scott's hold a premises license which allows Children and Young People to attend private events till the terminal hour of hire. However Children and Young People **MUST REMAIN IN PRIVATE HIRE ROOM** and be attended at all times, with exception of using toilet facilities.

18 General

18.1 For the purpose of these conditions the term "Event Manager" shall mean the Duty Manager of the "The Scott's". The term "Hirer" shall also include their employees, agents, tradesmen and suppliers and members of the public entering the Hall at the invitation of the Hirer and their Agents, tradesmen and suppliers. The term "Hall" & "Venue" means the building which is the subject of the Hire and shall include any room ancillary thereto.

18.2 If the Hirer does not comply with any of the Terms and Conditions or the instructions conveyed by the Event Manager, the Hirer may be excluded from the Venue and the hire may be cancelled without the return of any part of the Fee. Any such exclusion or cancellation shall not relieve the Hirer of any obligations hereunder.

18.3 Through making payment of requested security deposit the hirer is in full agreement of terms and conditions of hire and shall be deemed in contract of such conditions from point of payment being accepted.