



The Hive, Park Place, Dollar

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PLEASE READ IN CONJUNCTION WITH OUR

COVID-19 SPECIAL CONDITIONS OF HIRE

1. Bookings

- 1.1 All applications for bookings of the Hive should be made using the Dollar Community Development Trust (DCDT) booking form. Booking requests should be received by DCDT at least 7 days prior to commencement of the let. More urgent requests will be considered by exception and every effort will be made to meet the request, although this cannot be guaranteed.
- 1.2 The receipt of a booking form for let of the Hive does not guarantee that the request can be met. The let will take effect when the applicant has received confirmation in writing/by email from DCDT that the let has been granted.
- 1.3 All applicants must be over the age of 18 and proof of identity/age may be required.
- 1.4 Applications must specify which areas within the Hive are required for the let and activity must be restricted to those identified areas.
- 1.5 Applications should ensure that they allow sufficient time within the total hours they have booked to include any requirements to set up (e.g. set out tables and chairs) and clear away (e.g. putting away equipment or furniture) before and after their event. If the hirer requires tables/chairs etc to be set up by Hive volunteers in advance of their booking time, an additional charge of £10 will be made. Entry to the Hive will be from the start time specified. An additional charge may be levied if the time stated on the booking form has been exceeded.
- 1.6 Applications must state the purpose for which the let of the Hive is required. The approved purpose cannot be changed without the prior written consent of DCDT. If the Hive is used for purposes different to the approved purpose, DCDT may terminate the let at any time. Any fees already paid to DCDT will not be refunded.
- 1.7 Any furniture or equipment required should be specified on the booking form. DCDT will let you know if any such requests cannot be met before confirming the booking. Free Wi-Fi is available in the Hive and the code is on the noticeboard at reception.
- 1.8 The Hive may not be used for any purpose which DCDT considers could lead to the promotion of prejudice or discrimination on the grounds of age, disability, gender reassignment, race, marriage and civil partnership, religion or belief (including sectarianism), sex or sexual orientation.
- 1.9 DCDT reserves the right to grant or refuse any application for let in whole or in part and shall not be obliged to give any reason for its decision.

2. Advance bookings

- 2.1 Bookings for one-off events will normally be accepted up to three months in advance, or longer in advance with the agreement of the Trust.
- 2.2 Block bookings will also be accepted in advance for a term at a time, or longer with agreement of DCDT. From time to time there may be occasions when the Hive is not available (e.g. when a Gala event takes place) DCDT will give at least 7 days' notice and any fees paid for that day will be refunded.

3. Payment

- 3.1 Payment must be made in advance within 7 days of the invoice being issued. Payment can be by cash, cheque or bank transfer. Block bookings should be paid for a whole term in advance or as agreed with DCDT.
- 3.2 You are required to leave the premises as you have found them. **Any costs for additional cleaning or caretaking generated by the let will be invoiced to the Hirer.** Please refer to condition 8.5.
- 3.3 Failure to pay any accounts within the time required will disqualify the hirer from obtaining further lets until all outstanding accounts have been paid in full. DCDT will seek recovery of any unpaid accounts.

4. Cancellation

- 4.1 In the event of facilities being required for any other purposes deemed necessary by DCDT, the Trust may cancel any let. Any charge already paid will be refunded to the Hirer but DCDT will not be liable for compensation for loss of use or other loss. DCDT is required by Clackmannanshire Council to allow them exclusive use of the Hive as a polling station as and when needed.
- 4.2 If the Trust has to cancel a let due to maintenance, breakdown of services or other circumstances beyond its control, a full refund of the cancelled sessions will be given.
- 4.3 The Trust will make every effort to keep the Hive open and accessible in bad weather. If a hirer decides to cancel an event at short notice due to bad weather they are responsible for communicating that to other attendees of their event. Rental will still be payable as long as the Hive was open.

- 4.4 Notice of cancellation of a let should be made to DCDT. If notice is given more than 1 month in advance a refund will be given. If notice of cancellation is given less than 1 month before the scheduled event, no refund will be given.

5. Loss, injury or damage

- 5.1 The Hirer is responsible for any loss or damage to the building fixtures, fittings, contents or decoration during the let. DCDT will invoice the Hirer for any costs incurred.
- 5.2 DCDT accepts no responsibility in respect of loss or theft of articles from the Hive during the let or of any articles left within the Hive after expiry of the let premises at any time.
- 5.3 DCDT accepts no responsibility for any loss or damage, including personal injury or death, should the Hive prove to be unsuitable for the Hirer's intended use. The Hirer will be deemed to have been satisfied in this respect prior to the let commencing.
- 5.4 The Hirer must provide appropriate insurance to cover loss or damage of property belonging to the Hirer, DCDT persons participating in the event or members of the public and to cover death or injury of persons in the building during the period of let. When an event is open to the public, the insurance must include public liability cover. A copy of the insurance certificate must be sent with the application form. If food is to be heated an appropriate food hygiene certificate must be held by the hirer or a person appointed by the hirer – see para 11.
- 5.5 Notwithstanding the insurance requirement specified in these conditions, by proceeding with the let, the Hirer indemnifies DCDT against any loss, damage, or claim whatsoever arising as a result of the use of the Hive for the let.

6. Layout and capacity

- 6.1 Any equipment such as tables and chairs which DCDT have agreed to provide as part of the let should normally be set up and cleared away by the Hirer from their storage place within the times of the let. If this would cause difficulty for potential Hirers DCDT will attempt to arrange for assistance to be provided. This will be on a voluntary basis and cannot be guaranteed. If a hirer would like tables/chairs etc put out by Hive volunteers in advance of their meeting or event, an additional charge may be made for events of over 40 people, and/or depending on the extent of the activity required.
- 6.2 The Hirer must adhere strictly to the maximum capacity specified for the Hive and the accommodation within it. Failure to comply with the maximum capacity may result in the immediate termination of the let without any liability by DCDT to the Hirer, or any other party, for any loss arising from such termination. The Hive is

open to inspection by Police Scotland, Scottish Fire & Rescue Service and Health & Safety Executive at any time.

- 6.3 The maximum capacity for the main hall = 100, 1 wing = 20, main hall + 1 wing = 120). Maximum room sizes are based on theatre seating. Other seating layouts will reduce the capacity that can comfortably be accommodated, particularly in the smaller room.

7. Safe use of the Hive

- 7.1 The Hirer is responsible for the provision of suitable automatic cut-out circuit breakers for all events involving the use of any electrical equipment. Any portable electrical appliance to be used during the let must display a valid portable appliance test (PAT) label or certificate, otherwise its use within the Hive is prohibited.
- 7.2 The Hirer is responsible for ensuring that all gangways, doorways, stairways, exits and designated fire exits are kept unobstructed at all times and all persons participating in the event are aware of the escape routes to the available exits.
- 7.3 The Hirer must be aware of all applicable Fire Regulations and Safety procedures as outlined in the Fire Evacuation Notices displayed in the Hive.
- 7.4 The Hirer is responsible for the recording of attendance details for the purpose of evacuation.
- 7.5 No explosives, highly flammable spirits or liquid gas containers shall be brought into the Hive and the use of naked lights in any part of the Hive is strictly prohibited.
- 7.6 In the event of an accident within the Hive, the Hirer must immediately report the incident to DCDT and an accident report form must be completed and returned to DCDT as directed on the form. An accident form can be downloaded from the “policy” section on DCDT’s website at www.dollarcdt.com
- 7.7 In accordance with the Prohibition of Smoking in Certain Premises Regulations 2006, smoking, which includes the use of electronic cigarettes, is not permitted in the Hive or its grounds.
- 7.8 The Hirer is responsible for ensuring that all areas and activities are risk assessed prior to allowing participants to take part.

8. Property and equipment

- 8.1 All additional fittings, decorations or scenery of any kind provided by the Hirer shall be subject to the approval of DCDT before being fitted and must be removed, if required, on the orders of DCDT. Failure to remove items as required will result in

DCDT making arrangements to remove the same and any expenses incurred will be charged to the Hirer.

- 8.2 All other property brought into the Hive by the Hirer must be removed at the end of the let unless otherwise authorised by DCDT (see 8.6). Failure to comply with this condition will result in additional hire charges and/or any costs incurred relating to their temporary removal.
- 8.3 The Hirer shall not interfere with electrical fixtures and fittings. Portable electrical appliances may be used only in accordance with Condition 7.1 and provided any such additional loading complies fully with applicable Regulations.
- 8.4 No fixings of any kind (blue/white tack, adhesive tape or fixings, bolts, nails, screws, etc.) shall be attached to any part of the interior or exterior of the Hive without prior consent from DCDT.
- 8.5 **The Hirer must leave the Hive in a clean and tidy condition. Failure to comply may result in an additional charge to cover costs of additional cleaning. Any costs for additional cleaning or caretaking generated by the let will be invoiced to the Hirer, the minimum being a clean-up cost of £20.00 if the hall, rooms and/or kitchen are not left as they have been found.**
- 8.6 Limited shelf space is available in the storeroom for long-term hirers (free of charge). An allotted space must be agreed prior to use and all property stored at the Hive is done so entirely at the risk of the hirer. DCDT does not accept liability for loss or damage of property/equipment stored in the storeroom. Once a long-term hirer has stopped their ongoing use of the Hive, property must be removed immediately.

9. Performing Rights Society / Phonographic Performance Ltd / photography

- 9.1 The Hirer must comply with all of the Performing Rights Society regulations and supply any relevant information pertaining to this as requested by DCDT.
- 9.2 DCDT has the necessary licenses from the Phonographic Performances Ltd in respect of use of sound recordings.
- 9.3 The costs associated with Performing Rights Society will be included in the hire charge.
- 9.4 The use of any photographic equipment within the Hive will be entirely at the discretion of DCDT.

10. Licence to sell alcohol

- 10.1 DCDT policy abides by the Licensing (Scotland) Act 2005 that regulates the sale of alcohol in Scotland.
For the purposes of this Act, the licensing objectives are as follows:
(a) preventing crime and disorder,
(b) securing public safety,
(c) preventing public nuisance,
(d) protecting and improving public health, and
(e) protecting children from harm.
- 10.2 Applications for permission to sell alcohol during a let must be submitted to the Licensing Authority at the same time as the application for let is submitted to DCDT. Alcohol may be sold within the Hive only subsequent to the grant of an Occasional Licence by the Licensing Authority. The Hirer is responsible for ensuring that all alcohol is sold in accordance with the Licensing (Scotland) Act 2005 as amended and any particular conditions imposed by the Licensing Authority. A copy of the Occasional Licence must be provided to DCDT prior to the let of the Hive commencing. The granting of a licence does not mean a let is automatically approved.
- 10.3 DCDT reserves the right at any time to withdraw permission for the sale of alcohol during the let or to specify additional conditions of let, notwithstanding that an Occasional Licence may have been issued by the Licensing Authority.
- 10.4 DCDT shall be entitled to restrict or alter the times and conditions of the let, or cancel the let, where the Licensing Authority has rejected an application for the sale of alcohol during the hours for which a let of the Hive has already been granted.
- 10.5 The Hirer must comply with the current licensing laws in every respect in relation to the let.
- 10.6 A license is not required for a Bring your own Bottle event. If hirers are intending to have alcohol they must identify the fact clearly when booking and confirm to DCDT that all the objectives of 10.1 will be achieved.

11. Food safety

- 11.1 The Hirer is required to ensure compliance with the Food Hygiene (Scotland) Regulations 2006 and related Regulations, or any amending legislation
- 11.2 If the let involves preparing or heating food within the Hive the Hirer must ensure that a current Basic Food Hygiene Certificate is held by any food handler.
- 11.3 The Hirer will be responsible for the disposal of all waste generated during the let

12. Specialist / sport/ coaching bookings

- 12.1 All lets of a coaching / teaching nature are approved on the understanding that the coaching / teaching is provided by an appropriately qualified person. The Hirer will also be responsible for obtaining Public Liability Insurance. DCDT may require evidence of any current qualification / insurance documents.
- 12.2 Appropriate footwear, clothing and equipment, including any necessary protective clothing and equipment, must be worn by all participants when undertaking sporting or specialist activities.
- 12.3 Special conditions will apply to the letting of the areas, and for the activities listed below and separate details will be required with each application: Pitches / Play Areas / Dog Training / Playing Fields / Kitchens

13. Amendment of conditions

- 13.1 DCDT shall be entitled to amend or add to these conditions of hire at any time.

14. General

- 14.1 For the purposes of these conditions:
 - “DCDT” shall include persons authorised by DCDT
 - “Hirer” shall include the Hirer’s employees, agents, tradesmen, contractors, suppliers and members of the general public entering at the invitation, express or implied, of the Hirer
- 14.2 Trustees of DCDT or volunteers or employees authorised by DCDT shall have access to all parts of the Hive at all times during periods of the let.
- 14.3 Any additional specific advice and instructions given by DCDT in relation to any particular let must be strictly adhered to at all times during the let.
- 14.4 DCDT or persons authorised by DCDT shall have the right to suspend the let or take action at the discretion of DCDT on any matter which in the opinion of DCDT does not comply with the terms of these conditions or which DCDT considers necessary in the interests of safety and good order or to deal with any contingency not covered by these Conditions of Let.
- 14.5 All hirers must comply with current child and adult protection procedures when children below the age of 18 years or vulnerable adults are involved in any group, including adopting safe recruitment procedures for staff/volunteers and undertaking PVG procedures.