



Go Golspie Development Trust – YMCA Building Conditions of Let

For the purpose of these conditions, the term **GG** shall mean Go Golspie and the Go Golspie YMCA sub-committee. For the purpose of these conditions, the term **hirer** shall mean an individual hirer, or, where the hirer is an organisation, the authorised representative. Hirers are asked to respect the facilities provided by GG. YMCA Building is a community owned venue which is a valuable resource in the community maintained by staff and volunteers.

Booking Conditions

- All hirers must complete a Booking Form prior to using the premises. Bookings will only become valid and confirmed upon receipt of a fully completed booking form and the required deposit.
- By completing a Booking Form and agreeing to a let, hirers make the commitment to review the Conditions of Let and abide by the Conditions stated.
- Hirers using the premises will not sub-let any part of the premises or alter the purpose for which they were engaged without the consent of GG.
- Members of GG will be entitled to access the building at any time on official business in consultation with the hirer.
- Hire of any room does not assume access to any other part of the premises.

Hirer Responsibilities

- At the end of the hire, the hirer will be responsible for leaving the premises and surrounds in a clean and tidy condition and any contents which have been temporarily removed from their usual positions properly replaced, otherwise GG will be at liberty to make an extra charge.
- The hirer will ensure that all children on the premises are under adult supervision at all times with particular care taken on entering and exiting the building.

Health and Safety

- Hirers will make themselves familiar with the YMCA Building Fire Action Plan (displayed throughout the premises), emergency exits and break-glass points in the premises.
- In accordance with the law, No Smoking is permitted anywhere on the premises.
- Nothing shall be done or brought within the premises, which in the opinion of GG, involves extra risk to the property or public safety. Hirers agree not to compromise the insurance or health and safety of the premises, its contents, or the building users.
- It is the responsibility of all hirers and building users to ensure that nothing is done which will endanger the safety of any premises hirers or building users. All insurance and health and safety policies and instructions must be followed at all times.
- In particular:
 - Obstructions must not be placed in corridors or exits, and not in front of emergency exits.
 - Highly flammable substances should not be brought into, stored, or used in any part of the premises.

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- No decorations of a combustible nature shall be erected without the consent of GG.
 - No unauthorised heating appliances shall be used on the premises.
 - The First Aid Boxes & Burns First Aid Box are located in the Kitchen and in the large hall.
 - GG should be notified of any accident or injury occurring on the premises and recorded in the Premises Accident Book located in the Kitchen.
 - GG disclaim responsibility for and claims arising from the use of electrical equipment brought into the building by hirers that has not been routinely inspected and tested.
- Except in the case of trained guide dogs, dogs shall only be permitted in the premises in connection with organised activities such as dog training or dog shows.

Safeguarding

- Any group or organisation using the premises will have appropriate safeguarding policies and insurance and ensure Disclosure Scotland PVG scheme requirements are complied with.
- It is imperative that there are an adequate number of adults in attendance to supervise children effectively following guidelines laid down by the Care Commission.

Licensing

- The hirer will be responsible for obtaining such licences as may be needed whether for the sale or the supply of alcohol or for the performance of entertainment and/or other such activities for which authorisation is required.

Insurance

- The hirer will ensure that sub-contracted activities such as mobile discotheques, bouncy castles, inflatable devices etc are fully insured against public liability for their operation with the level of indemnity under such a policy at least equivalent to the limit of indemnity GG has in place (£10M). GG will ask for copies of this insurance before the event takes place. Further Conditions relating to Bouncy Castles/Inflatable devices are available on request.

Damage

- The hirer shall indemnify GG for the cost of repair of any damage done to any part of the property or the contents of the premises which may occur during the period of hiring, as a result of the hiring.
- GG or their representatives shall not, under any circumstances, be responsible for the loss or damage to goods, property or personal effects on the premises. It is recommended that each hirer makes their own arrangements for the safekeeping of valuables.
- Hirers will be held responsible for any damage to the property or fittings. The introduction of any additional structure, electrical equipment, decorations, or poster by the hirers, will be subject to the approval of GG.
- Any damage to equipment in the Premises should be reported in the Maintenance Book located in the Kitchen.

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Cancellation

- GG may inform hirers of cancellation of a booking to accommodate any community funeral bookings within the premises at short notice.
- A one-month notice period is required by either party to terminate any long-term hire agreement.
- GG reserve the right to close the premises with immediate effect if any urgent maintenance is required, or with reasonable warning for any development.
- Cancellations must be in writing.
- Should the premises be required as a polling station any hire previously granted will be cancelled and any deposit already paid will be refunded to the hirer. Alternatively, an alternative date will be negotiated with the hirer.
- If a confirmed booking is cancelled, late cancellations may incur a charge, at the discretion of the Management Committee.

Equipment and Furnishings

- No equipment or furnishings should be removed from the premises unless agreed by GG.
- All use of premises and facilities is subject to hirers accepting responsibility for returning furniture and equipment to their original storage locations, securing doors and windows, and switching off lights, heaters, appliances etc and leaving the premises in a clean, tidy condition.
- The hirer will, during the period of hiring, be responsible for supervision of the premises, the fabric and contents, their care, safety from damage and the behaviour of all persons using the premises, whatever their capacity.
- The tables and chairs in the premises are available for the hirer. The trolley provided should be used for moving chairs to avoid injury and damage to the equipment and premises. The chairs should be neatly stacked in the designated storage areas following use. Follow the instruction notices within the premises for guidance. Any other equipment in the premises is not permitted without prior agreement.
- Due care must be taken of other equipment in the premises when accessing tables and chairs.

Hirer Property

- GG will not be responsible for damage to, or loss of goods or property brought into the premises for exhibition, sale or any other purpose, property left by the hirer, building users or persons attending any event, meeting, or function therein.
- All extra fittings, decorations or erections provided by the hirer shall be subject to the approval of GG and will be removed by the hirer immediately after the let and without damage to the premises, furniture, or fittings. Failure of such removal GG shall have the power to remove the same at the expense of the hirer, the cost of which will be decided by GG.

Access to Premises

- The premises will be opened prior to commencement of the hire.

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Social Functions, Alcohol, Stewarding, Supervision

- All social functions must end promptly by 1am to comply with the GG Public Entertainment Licence, although a short period of time following this is permissible to tidy up.
- Organisers should ensure that noise does not cause inconvenience to occupiers of nearby houses.
- GG is empowered to close the doors against further admission when considered necessary for the maintenance of order and for safety or for any other reason. The person in charge may also terminate a hire for the same reasons.
- GG or their representatives will determine a maximum number of people allowed at any function. The number of people permitted being subject to safety and fire regulations in force at the time.
- No alcohol shall be bought or sold on any part of the premises without the permission of GG whose consent must be obtained prior to seeking any Occasional Licence.
- Organisers of any function where alcohol is to be served must provide stewards to ensure orderly conduct of the function. The number of stewards will be specified by GG. Organisers of any functions shall also supply doorkeepers to ensure proper admission and exit of persons attending. GG reserve the right to stop a function if less than the required number of stewards are in attendance.
- No persons attending a function shall commit any nuisance or disturbance nor shall any person remain in the building in a state of intoxication or suspected to be under the influence of drugs. The stewards or GG have the power to exclude or remove such persons from the premises.
- No illegal drugs may be brought onto the premises.
- The hirer or person in charge of a function shall not be under 18 years of age and shall be on the premises for the entire period of hire or the duration of the function. The hirer or person in charge shall not be engaged in any activities which prevent them from exercising general supervision.
- The hirer or person in charge should be familiar with emergency evacuation procedures, routes and break glass points.

Betting, Gaming and Lotteries

- Nothing shall be done on the premises in contravention of the law relating to betting, gaming and lotteries and the hirer will ensure that the requirements of the relevant legislation are observed.

Kitchen

- Kitchen hirers and users can use any of the crockery, cutlery, and equipment provided.
- The Kitchen should be left in a clean and tidy state following use.
- All Kitchen hirers and users must adhere to the relevant policies and procedures, including health and safety and food preparation.

Letting Fees and Invoices

- Letting fees are available to view on the GG website, the Booking Form also includes letting fees.
- Heating and electric usage are included in the letting fees, unless otherwise agreed.
- GG reserve the right to review the fees periodically.

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- Invoices will be sent out monthly with payment requested within 30 days.

Wi-Fi

- There is Wi-Fi in the building. The password is displayed in the youth area/ small hall and in the front entrance.

Deposits

- May be requested of up to 10% of the letting fee at the discretion of the management committee.
- Wedding - £100 Non-Refundable Deposit required at time of booking. 50% of balance required 6 months prior to booking. Balance to be paid 1 month prior to booking.

Capacity

- The maximum occupancy of the premises must not exceed 200 in the main hall and 85 in the small hall in accordance with the Public Entertainment Licence. (285 in premises as a whole).

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