

**WEST LOTHIAN COUNCIL (the “Council”)
EDUCATION SERVICES**

COMMUNITY ARTS

LINLITHGOW BURGH HALLS (the “Venue”)

CONDITIONS OF HIRE

1.0 Fees and Charges

- 1.1 The Hirer will pay the Council fees for the hire of subjects within the Venue (the “Hire”) and for any relevant ancillary services in accordance with the Venue Hire Charges current at the date of booking. The Venue Hire Charges in force may be obtained from the venue.
- 1.2 The Council will advise where Performing Rights Society fees are due.
- 1.3 The Hirer agrees to pay the Council the full balance due for the Hire and ancillary services 2 months prior to a full day wedding and 2 weeks prior to any other event or hire.
- 1.4 Payment should be made according to the instruction on the back of the invoice.
- 1.5 For Hires by other Council services, the cost centre and the subjective code must be provided on the booking form to confirm your booking.
- 1.6 Full payment for any catering by or arranged by the Council must be paid 7 days in advance of the Hire and this payment is non refundable. Any additional catering costs generated at the event will be invoiced following the event, with the exception of private social parties whereby additional catering must be paid for on the day.

2.0 Bookings and Deposits

- 2.1 Provisional bookings will be accepted by telephone, in person, in writing or by email. They will be held as provisional for 14 days.
- 2.2 Provisional bookings will be confirmed in writing (which may be by email) upon receipt of a signed booking form and payment of a deposit as set out in the attached schedule of deposits and fees within 14 days of the provisional booking.
- 2.3 If the booking form, completed to the satisfaction of the Council, is not received along with the deposit in accordance with condition 2.2, the provisional booking will be cancelled and the Venue (or relevant part thereof) will be made available for other interested parties.
- 2.4 The purpose of the booking must be clearly stated on the booking form.
- 2.5 Upon the Council confirming the booking in writing which may be by email (as set out in condition 2.2), the booking shall be a confirmed booking and there will be constituted a contract for the hire of the premises set out in the confirmed booking from the Council on these Conditions of Hire.
- 2.6 The Council reserves the right to refuse bookings in its sole discretion.

- 2.7 No part of the Venue may be used for any purpose other than that specified in the confirmed booking.
- 2.8 No part of the Venue may be sub-let or hired by the Hirer to any other party.
- 2.9 Confirmed bookings may not be transferred except with written consent of the Council.
- 2.10 Regular bookings are accepted on the understanding that, should the room booked be required for one-off bookings such as elections, large scale events, etc., the Council shall make every effort to provide alternative accommodation within the Venue. If this is not possible the booking may be cancelled at the sole discretion of the Council and notice will be given to the Hirer as early as possible.

3.0 Cancellations for all bookings except Weddings

- 3.1 If the Hirer wishes to cancel a confirmed Hire, they shall give the Council notice in writing as early as practicable.
- 3.2 If the Hire is cancelled by the Hirer, the deposit will be non-refundable, but can be transferred to an alternative date.
- 3.3 If the Hirer has arranged with the Council for extra staffing to be hired or equipment or catering to be booked, and then gives less than 14 days notice of a cancellation of this Hire, the Council will require the Hirer to reimburse the Council for these costs.
- 3.4 In the event that the Council cancels the Hire due to a breach by the Hirer of its obligations under these Conditions of Hire, the Hirer will require to pay the full amount of the charges payable in connection with this Hire. No compensation shall be payable by the Council for any loss, damage or expense, direct, indirect or consequential, sustained as a result of such a cancellation.
- 3.5 In the event that the Council cancels the Hire for any other reason, no compensation shall be payable by the Council for any loss, damage or expense, direct, indirect or consequential, sustained as a result of such a cancellation.

4.0 Cancellations of Wedding Bookings

- 4.1 If the Hirer wishes to cancel a confirmed wedding booking, they shall give the Council notice in writing as early as practicable.
- 4.2 If the Hirer cancels a wedding booking 2 calendar months or less before the event, the Hirer will be charged 100% of the hire charge plus any additional costs incurred by the Council.
- 4.3 If the wedding booking is cancelled by the Hirer more than 2 calendar months but less than 6 calendar months before the event, the Hirer will be charged 50% of the hire charge plus any additional costs incurred by the Council.
- 4.4 In all cases, except cancellation of the booking by the Council in terms of condition 27 hereof (COVID-19), deposits are non-refundable. Deposits can only be transferred to an alternative date (to be agreed with the Council) where more than 6 calendar months written notice is given of a cancellation.

- 4.5 In the event that the Council cancels the Hire due to a breach of conditions by the Hirer of its obligations under these Conditions of Hire, the Hirer will require to pay the full amount of the charges payable in connection with this Hire. No compensation or any other payment shall be payable by the Council for any loss, damage or expense, direct, indirect or consequential, sustained as a result of such a cancellation.
- 4.6 In the event that the Council cancels the Hire for any other reason, no compensation or any other payment shall be payable by the Council for any loss, damage or expense, direct, indirect or consequential, sustained as a result of such a cancellation.

5.0 Marketing & Promotion

- 5.1 The Council has no responsibility for marketing or promoting Hires.
- 5.2 All publicity information and material, for example posters, press releases, advertisements relating to the Hire must refer to the venue as "Linlithgow Burgh Halls".
- 5.3 No advertisement or sign of any nature whatsoever will be exhibited on any scenery or property used or displayed in any Hire without prior written authority being obtained from the Council.
- 5.4 No posters, bills or flyers may be placed on notice boards or anywhere else within the Venue or its grounds without the prior written consent of the Council.
- 5.5 The Hirer will not advertise the performance or event by unauthorised display of posters or bills. In particular, advertisements should not be attached to or displayed on lampposts or other street furniture or posted on car windshields.
- 5.6 The Council reserves the right to levy a charge against the Hirer for the removal and disposal of any such items as detailed in conditions 5.2 to 5.5 above.

6.0 Data Protection –

The Council's Privacy Notice relevant to the Hire can be found at www.linlithgowburghhalls.co.uk/privacy-and-terms-of-use

7.0 Sale and Consumption of Food & Drink

- 7.1 The Council has the exclusive right to sell food and drink at the Venue and the Hirer may not sell or provide food or drink to members of the public or members of their group except as detailed in condition 7.2 below.
- 7.2 At its discretion the Council can allow suitably licensed external caterers to cater for food only at events under a Temporary Licence to Occupy. Hirers can choose their own licensed catering company under a temporary Licence to Occupy. Caterers are required to pay a £500 deposit to the Council for a full day wedding and a £100 deposit to the Council where only a buffet is provided. Caterers are required to provide evidence of their local authority catering licence, employers' liability insurance, public liability insurance and PAT test certificates. Caterers are given access to the Education Room to re-heat or cook food using alto shaams or similar hot cupboards. 7 days prior to the event, catering companies must pay to the Council a fee of 10% of the catering contract price to be paid to the catering company for providing the catering for Hirers. 7 days prior to the event, a fee will also be payable to the Council if access to the café kitchen burners is required (refer to catering deposits and fees contained in the attached schedule of deposits and fees). In the event that the event does not go ahead said 10% fee and any fee paid for access to the café kitchen burners would be

funded.

- 7.3 The Council makes no guarantee and provides no undertaking in connection with the content or suitability of food and drink it serves for those suffering from medical conditions, including allergies.
- 7.4 The Council will make available for sale and consumption alcoholic beverages in accordance with the conditions of its liquor licence for the Venue. Should the Hirer require any special arrangements then they must be agreed in advance with the Council, and the Hirer shall be responsible for payment in respect of any additional costs incurred by the Council, such as for an extension to hours of sale.

8.0 Sale of Merchandise

- 8.1 Subject to condition 8.2, the Hirer may sell merchandise – eg., souvenirs, T-shirts, CDs, photographs, etc. – during the Hire with the prior written agreement of the Council.
- 8.2 The Hirer will be required to pay the Council 10% of income generated from the sales outlined in condition 8.1 hereof at the end of the Hire. The Hirer will be required to complete a merchandising form detailing income made at the end of each Hire, unless otherwise agreed.
- 8.3 The Hirer is required to provide in advance to the Council a detailed list of all items which they propose to sell and, if asked, to produce samples for the Council to inspect.
- 8.4 All items offered for sale must comply with the terms and conditions of the Copyright, Designs and Patents Act 1988, as may be amended from time to time, any applicable consumer rights legislation, and any other applicable legislation.
- 8.5 Where necessary, the Hirer will be responsible for securing any additional permissions or inspections from relevant bodies.
- 8.6 The Council accepts no liability whatsoever to third parties for any items sold by the Hirer to third parties.
- 8.7 The sale of merchandise must not interfere with the effective running of the Venue or the ability of other visitors to the Venue to use the areas deemed to be open to the general public.

9.0 Copyright

- 9.1 The Hirer will indemnify the Council against all claims for damages or penalties for infringement of copyright design, trademark or patent and any expenses occasioned in connection therewith.
- 9.2 The Hirer will comply with all Performing Rights Society Regulations and Guidelines and pay to the Council the associated cost as identified by the Society, which is stated in the Venue Hire Charges.

10.0 Participation of Children

- 10.1 The appearance of children 16 years of age or younger in performances and other events during school hours is under the control of the relevant local authority from whom prior written permission must be obtained by the Hirer.

11.0 Animals

- 11.1 No animals, other than assistance dogs, will be brought into the Venue, without the prior written consent of the Council.
- 11.2 No performing animals will be permitted in the Venue.

12.0 Loss of or Damage to the Hirer's Property

- 12.1 The Council will not be responsible for any loss or damage to the Hirer's property or the property of any of the Hirer's employees, contractors, volunteers, audience members, participants or other guests. It is understood that all property used or stored in the Venue by the Hirer will be so used or stored at the Hirer's own risk.

13.0 Loss or Damage to Council Property

- 13.1 The Hirer will be responsible for any loss of or damage to any property belonging to or rented by the Council during the Hire whether caused by the Hirer, its contractors, any of the Hirer's employees, volunteers, audience members, participants, guests or others for whom the Hirer is responsible in law.
- 13.2 The Hirer will not make any alterations to the fabric of the Venue or its fixtures, furniture or equipment.
- 13.3 Nails, screws or staples will not be driven into the structure, furniture, fixtures or fittings or any part of the Venue.

14.0 Indemnity & Insurance

- 14.1 The Hirer will indemnify the Council fully against all claims, proceedings, actions, damages, legal costs, expenses and any other liabilities in respect of any financial loss, death or personal injury, or loss of or damage to property, unless the Hirer is able to demonstrate that such financial losses, death or personal injury, or loss of or damage to property, was not caused or contributed to by its negligence or default, or the negligence or default of its staff, guests, invitees, contractors or sub-contractors, or by circumstances within its or their control.
- 14.2 The Hirer must hold an insurance policy or policies with a reputable insurance company providing an adequate level of cover:
 - i) against fire and all other risks covering all property which the Hirer may bring into the Venue whether such property is their own or that for which they are responsible.
 - ii) in respect of public liability which indemnifies the Hirer in respect of the risks incurred by the Hirer under this section.
 - iii) in respect of employer's liability, if appropriate, in accordance with legal requirements.
- 14.3 Proof of insurance cover to conform with the provisions of this section must be exhibited to the Council, not less than 14 days prior to the commencement of the Hire. Failure to exhibit proof of such insurance may result in the cancellation of the Hire at the sole discretion of the Council.

15.0 Pre-Event Meeting

- 15.1 If required by the Council, the Hirer or their designated representatives will attend a Pre-Event Meeting with the Council not less than 14 days prior to the date of commencement of the Hire.
- 15.2 Should the Hirer fail to attend this meeting, the Council may cancel the Hire.
- 15.3 The purpose of the Pre-Event Meeting is to reach agreement with the Hirer on matters relating to the Hirer's use of the Venue. This will include ensuring that adequate provision has been made for the safety of all persons who may be involved in the Hire, including Council employees, volunteers and contractors, audience members, participants and other members of the general public.
- 15.4 Following the Pre-Event Meeting, the Council will confirm in writing to the Hirer the requirements and conditions agreed to by the Hirer and those requirements shall be deemed to be additions to these Conditions of Hire and will form part of the contract between the Council and Hirer.

16.0 For the Hire of the Provost Lawrie Hall or Bailie Hardie Hall for a public performance

- 16.1 During the course of the Hire, the Council reserves the right to issue instructions to, and to receive requests from the Hirer only through designated contacts. The Hirer will nominate its designated contacts and notify the Council of their designated contacts and their contact details prior to the commencement of the Hire.
- 16.2 The Hirer will obtain the prior written permission of the Council before any additional fittings or equipment, either mechanical or electrical, are brought into the Venue. These requirements will be agreed in writing prior to the Hire.
- 16.3 The Hirer will be solely responsible for the safe and proper setting of scenery and any items to be placed on stage.
- 16.4 Prior to permitting the use of any additional fittings or equipment, the Council will require to be satisfied that the Hirer has suitably assessed the risks inherent in the deployment and use of such fittings or equipment and has effective and safe plans of work in place.
- 16.5 All equipment of a technical nature, including sound, lighting or stage equipment, owned or provided by the Venue, will be under the control of the Council and no person may use any item of such equipment without its prior approval.
- 16.6 The Hirer will liaise with the Council to ensure that one of its designated contacts or an agreed suitable deputy will be present during all get-ins (when the set is being fitted into place), rehearsals, performances and get-outs (when the set is being taken down).

17.0 Control of Admission to the Venue

- 17.1 The Council may, if it deems it necessary, refuse admission to the Venue, or any part thereof, or eject any person who has already gained entry.
- 17.2 Use of the Venue, or any part thereof, is granted only to those participating in or viewing the activity for which the Hire has been granted and those who may be employed or contracted in relation to such activity.

- 17.3 Stewards provided by the Council will be responsible for controlling admission to specific areas of the Venue, and in particular for ensuring that maximum occupancy levels for these areas are not exceeded.

18.0 Maximum Occupancy

- 18.1 Maximum Occupancy levels within the Venue:

- i) Provost Lawrie Hall – Conference Style 150 seated, Social Events 130 seated or 152 standing.
- ii) Bailie Hardie Hall – 120 seated or 129 standing
- iii) Education Room - 30 seated or 40 standing
- iv) Garden Room – 40 seated or 50 standing

- 18.2 Supervision of any room used by the Hirer is the responsibility of the Hirer who will put in place adequate procedures and personnel for this purpose.

19. Stewarding

- 19.1 The preservation of proper order within the Venue will in all cases be the responsibility of the Council who will take any measures necessary to ensure public order and safety. The Hirer will assist in this regard by complying with any reasonable instructions issued by the Council.

- 19.2 The Council will assess individual events and will advise on the appropriate level of stewarding required.

- 19.3 In such circumstances, the Council will provide additional staff at the Hirer's cost, according to the Venue Hire Charges current at the date of commencement of the Hire.

- 19.4 The provision of adequate first aid cover for any activity or event is the responsibility of the Hirer. The Council may call upon the Hirer to provide evidence of adequacy of those arrangements.

20.0 Removal of Equipment

- 20.1 All scenery, property and other items belonging to the Hirer will be removed at the Hirer's expense at the end of the Hire unless prior alternative arrangements have been agreed with the Council.

- 20.2 Any costs incurred by the Council for the removal or disposal of the Hirer's property after the end of the Hire will be paid to the Council by the Hirer.

21.0 Health and Safety

- 21.1 The Hirer will assist the Council in ensuring that the Venue is maintained in a safe condition throughout the duration of the Hire, including ensuring that:

- i) passages, corridors and doorways are kept free from obstructions
- ii) fire safety appliances and equipment for dealing with fires are not covered or blocked in any way
- iii) unauthorised intruders or suspicious activity are reported promptly to a member of staff.
- iv) all accidents are reported immediately to the Council

- 21.2 The Hirer will ensure that the areas they have hired will be cleared of all persons by the end of the Hire.
- 21.3 All portable electrical appliances brought into the Venue (including but not limited to sound equipment, lighting, extension cables, hair dryers and power tools) will be fit for their intended purpose, comply with current applicable regulations and carry current Portable Appliance Test Certificates.
- 21.4 Hirers will not be permitted to use equipment, which does not carry a current Portable Appliance Test Certificate.
- 21.5 The Council may be able to carry out an on-site Portable Appliance Test (if adequate notice is given to the Council) for which a charge will be payable by the Hirer.
- 21.6 The Council may prohibit the use of particular items of equipment if, in its opinion, the Hirer is not sufficiently trained to use such equipment in a safe manner.
- 21.7 The Council will not be responsible for any costs or losses incurred by the Hirer as a result of the Council's refusal to allow equipment to be used within the Venue.
- 21.8 The Hirer will provide the Council on request with relevant risk assessments and safe systems of work for any activities or procedures which the Hirer proposes to undertake within the Venue.
- 21.9 No combustible or explosive materials will be brought into the Venue without the prior written approval of the Council. Any such materials will be passed to the Council for safe storage for the duration of the Hire.
- 21.10 No naked lights will be carried or matches used, nor any lighting apparatus interfered with during any performances without the prior written consent of the Council.
- 21.11 No alteration or addition to the existing lighting arrangements will be carried out and no additional power sockets will be installed, nor use made of existing power sockets without the prior written consent of the Council.

22.0 Fire-Safety

- 22.1 The Hirer will ensure that all scenery, props and hangings have been fire-proofed in compliance with current fire safety regulations. Such items will be maintained in such condition throughout the Hire.
- 22.2 The Council reserves the right to inspect all items of scenery, props and hangings to ensure that they have been adequately fire-proofed.
- 22.3 Hirers must not use within, or bring into, the Venue any flammable or otherwise hazardous materials without the prior written consent of the Council. Before granting such consent, the Council will ensure that all necessary material safety data sheets are available, and that the Hirer has an effective safe plan of work for using such materials.

23.0 Smoking

- 23.1 No smoking or vaping is permitted on the Venue.

24.0 Arrangements for Cleaning

- 24.1 The Council will ensure that the areas of the Venue being hired are cleaned prior to performances and events.
- 24.2 The Hirer will provide the Council on request with a reasonable number of its staff or volunteers to assist with additional cleaning of the areas of the Venue used by the Hirer.
- 24.3 Specific cleaning requirements for the duration of the Hire must be agreed with the Council in advance of the Hire.
- 24.4 At the end of the Hire all areas of the Venue used by the Hirer must be left in a neat and tidy condition to the satisfaction of the Council.
- 24.5 The Council reserves the right to charge the Hirer for any costs incurred for excess cleaning if, in the opinion of the Council, the Hirer has not left the Venue or any part thereof in a reasonable condition at the end of the Hire.
- 24.6 The Council reserves the right to charge the Hirer for any costs incurred for the disposal of large items of refuse or unreasonable amounts of rubbish left at the end of the Hire.

25.0 Emergencies

- 25.1 In the event of an emergency during the Hire, the Council may require that an event be stopped immediately in any or all parts of the Venue.
- 25.2 In the case of an emergency during the Hire, the Hirer is required to comply with the instructions of the Council and/or the emergency services.
- 25.3 The Council will not be responsible for any costs or losses incurred by the Hirer as a result of a cancellation which may occur as a result of an emergency.
- 25.4 Where either any member of the emergency services or the Council gives a direction to the Hirer and that direction is ignored, or not complied with fully, the Council will have no liability for any injury and/or damage to persons or property which may result as a consequence thereof.

26.0 Protection of Vulnerable Groups (Scotland) Act 2007

The Hirer shall not breach the terms of the Protection of Vulnerable Groups (Scotland) Act 2007 (where applicable) and shall comply with all applicable legislation and guidance in relation to its event.

27.0 COVID-19

The Hirer and the Council acknowledge the ongoing presence of COVID-19 and accept their obligations to comply with any applicable guidance including guidance from the Scottish Government, UK Government and Police in relation to this. The Hirer and the Council agree to communicate with each other without delay on any issues they may have or anticipate in performing their obligations under these Conditions. The Hirer acknowledges that the situation in relation to COVID-19 may require the Council to take one or more of the following measures for safety reasons:-

- (i) Impose maximum numbers at the event
- (ii) Limit food or drink availability
- (iii) Impose specific requirements regarding personal protective equipment such as the wearing of masks
- (iv) Limit any planned entertainment for the Hirer's event
- (v) Designate alternative entrance and exit routes

In some circumstances, the Council may revise the booking fee.

If the Council is obliged due to legislation or guidance (including Scottish Government or UK Government guidance), to close the Venue, the Council may offer the Hirer an alternative date for the event but if that cannot be agreed, the booking will be deemed cancelled and any deposit will be returned in full with no further payment required.

This is the schedule of deposits and fees referred to in the foregoing Conditions of Hire in relation to Linlithgow Burgh Halls

SCHEDULE OF NON REFUNDABLE DEPOSITS

Rooms	Deposit Required
Room Only	Room hire rate x no. of hours booked
Private Social Party	£100.00
Full Day or Evening Wedding	£500.00
Conferences	£200.00

- Reservations can be taken for up to 2 weeks
- Deposit to be paid at time of booking
- Remainder of room hire balance to be paid 2 months prior for full day wedding, 2 weeks prior for other bookings

SCHEDULE OF CATERING DEPOSITS AND FEES

Event	Refundable Deposit Required
Full Day Wedding	£500.00
Buffet Only	£100.00

Event	Fee To Pay
Access to burners in kitchen	£50
External Catering Companies	10% of Catering Contract