

# Hire Agreement and Standard Conditions of hire

*If the hirer is in any doubt as to the meaning of the  
following, please contact us.*

**Tel 01651 872527**  
or email [enquiries@rblsoldmeldrum.co.uk](mailto:enquiries@rblsoldmeldrum.co.uk)

# Royal British Legion Scotland Oldmeldrum Club

**1. Electronic Signatures**

The parties agree that confirmations issued using computer-based systems shall have the same legal effect as if such signature had been manually written.

**2. This Agreement is made between the Royal British Legion Scotland Oldmeldrum Club Committee and the Hirer.**

**3. The authorised representative of Royal British Legion Scotland Oldmeldrum Club Committee is Benn Sievewright Chairman, Tel 01651 872527 or email [enquiries@rblsoldmeldrum.co.uk](mailto:enquiries@rblsoldmeldrum.co.uk)**

**4. The Hirer is identified by their submission of an electronic Booking Form via the Royal British Legion Scotland Oldmeldrum website at [www.rblsoldmeldrum.co.uk](http://www.rblsoldmeldrum.co.uk). For the purposes of this Agreement, the term Hirer shall mean an individual hirer, or where the hirer is an organisation, the authorised representative. Where an organisation is named in the Hiring Agreement, that organisation shall also be considered the Hirer and shall be jointly and severally liable with the person who signs the Hiring Agreement.**

**5. In consideration of the sums defined by the Hire Rates the Committee agrees to permit the Hirer to use the Premises or part thereof for the purpose and the Hire Period specified on the Booking Form.**

**6. The Premises comprise Royal British Legion Scotland Oldmeldrum Club, Market Square, Oldmeldrum, Aberdeenshire, AB51 0AA.**

**7. The limit of occupancy of the premise is;**

Hall is 180 (one hundred and eighty) persons. Any excess shall be just cause for the committee to terminate a hire. The hirer shall note that this number excludes all stewards, band-members, waiters and waitresses, however this number is capped at 20.

Lounge - 65 persons

Dining Room – 45 persons

Bar – 35 persons

Top Floor meeting areas – 40 persons

Snooker Room – 15 persons

**8. The Hire Rate is calculated by the choice of Room and session length of hire described by the Hirer in their submission of an electronic booking form with the exception of the evening hire. These details will be confirmed in the room hire confirmation and request for payment. The current room hire rates are:**

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Table 1 - Hire Rates

| Room                                                                  | Rate                                           |
|-----------------------------------------------------------------------|------------------------------------------------|
| <b>Lounge</b>                                                         | <b>£10 p/h</b>                                 |
| <b>Dining Room</b>                                                    | <b>£10 p/h</b>                                 |
| <b>Meeting Room</b>                                                   | <b>£10 p/h</b>                                 |
| <b>Function Hall</b><br>(Groups / Day rate)                           | <b>£20 p/h</b>                                 |
| <b>Function Hall</b><br>Private evening hire<br>(7-midnight or 8-1am) | <b>£ 150 Hire</b><br><b>+ £20 cleaning fee</b> |

9. **Cancellation:** If the Hirer wishes to cancel the booking more than 30 days before the date of the event, a full refund will be given. If the cancellation is made more than 15 days before the date of the event, a 50% refund will be given. If the cancellation is made less than 15 days before the date of the event no refund will be given.
10. **At the end of the hiring,** the hirer shall be responsible for:
  - Leaving the premises (including toilets) and surrounds in a clean and tidy condition, properly locked and secured. Cleaning equipment for use by hirers can be found in the chair store at the bottom of the hall to the right. There is also a large “V” scissor action floor sweeper located in the chair store.
  - Placing all the rubbish in the wheelie bins situated at the double entrance door. Large red for general waste and large green for mixed recycling.
  - Cleaning all tables and chairs, returning any excess to the chair store at the bottom of the hall, with chair stacks limited to 10 chairs of the same type.
  - Sweeping floors and surrounds.
  - Making sure that all doors and windows are shut, windows secure and doors locked, lights extinguished, and external doors locked and secure.

## Schedule of conditions

1. The **Hirer** will, during the period of the hiring, also be responsible for the following:
  - 1.1. Supervision of the premises, the fabric and the contents, their care, safety from damage, and the behaviour of all persons using the premises, including proper supervision of car parking arrangements so as to avoid obstruction of the highway. Please note that particular care should be taken with the dance floor in the Main Hall. Heavy items, or items with metal legs must be lifted **not** dragged and, any spillages must be cleared up **immediately** in order to prevent damage chargeable to the Hirer.
  - 1.2. Ensuring that the premises are not used for any purpose other than that described in the hire agreement and they shall not sub-hire or use the premises or allow the premises (including the car park) to be used for any unlawful purpose or in any unlawful way, nor do anything or bring into the premises anything which may endanger the same or render invalid any insurance policies in respect thereof.
  - 1.3. Ensuring that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.
  - 1.4. Maintaining good order in the hall during the period of the hire. If as a result of complaints an Officer of the Committee deems it necessary to engage the assistance of the Police to maintain order prior to, during or after a hiring, any costs incurred shall be borne by the hirer.
  - 1.5. If preparing, serving or selling food, observing all relevant food health and hygiene legislation and regulations.
  - 1.6. Ensuring that any electrical appliances brought to the premises and used there shall be safe, in good working order, and used in a safe manner.
  - 1.7. Indemnifying the committee for the cost of repair of any damage done to any part of the premises, including the curtilage thereof, and all the contents of the buildings, which may occur during the period of the hiring.
  - 1.8. Making sure that no annoyance is caused to people living locally, either by excessive noise from the hall, cars revving, singing in the car park, or any other activity (including firework displays) in contravention of Environmental Legislation relating to noise pollution. The rooms should be cleared by 11:59 pm and hirers and guests are asked to leave the car park quietly with the exception of the hall which can be used to 1am on Fridays.
  - 1.9. Ensuring that no dogs except guide dogs are brought into the premise, unless agreed with the Committee.
  - 1.10. Making good and paying for any damage caused to any neighboring house, garden or personal property caused by any act or neglect of the

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hirer or anyone to whom the hirer is responsible or anyone permitted by the hirer to enter the premises.

- 1.11. Ensuring that any activities for children under eight years of age comply with the provisions of the Children Act 1989. Safeguarding of the children is the responsibility of the hirer.
- 1.12. Ensuring that no nails, tacks, screws, pins or other like object are be driven into any part of the building structure. No electric light bulb shall be removed.
- 1.13. Ensuring that copyright material is not performed without the license of the copyright owner or agent. The hirer shall indemnify the committee against any claim from infringement of copyright which may occur during the hiring.
2. The **Committee** reserves the right to cancel this hiring in the event of:
  - the hall being required for use as a Polling Station, for a Parliamentary or Local Government Election or Bye-election.
  - if in the opinion of the committee they have been misled in the hiring application
  - if in the opinion of the committee the hiring is liable to cause a breach of statutory regulations.

In the event of cancellation by the committee the hirer shall be entitled to a refund of any deposit paid.
3. In the event of the hall or any part thereof been rendered unfit for the use for which it has been hired, the committee shall not be liable to the hirer for any resulting loss or damage whatsoever.
4. The committee shall not be responsible for loss of, nor damage to, any property nor for any loss, damage or injury to any person or persons using the hall or car park; nor for any loss resulting from the breakdown of any machinery, failure of electricity supply, water leakage, fire, or act of God or terrorist which may occur during the period of the letting neither shall the committee be responsible for any loss incurred by the hirer due to the closure of the hall prior to the hire date resulting in the cancellation of the booking.
5. Any Member of the management committee of the Legion, Staff Member, Police Constable, Fire Officer or other legally appointed agent, has a right of entry to the hall during hiring.
6. The committee reserves the right to terminate any entertainment, meeting, dance or party that is considered to be overcrowded or not properly conducted. The committee shall not be responsible for any subsequent loss by whosoever incurred.

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7. Oldmeldrum Royal British Legion Scotland Club committee will only allow the use of bouncy castles and similar equipment if hirers confirm (by providing a signed copy) that they have read and agreed with our separate 'Terms of conditions for use of a bouncy castle' (See document section of the website)

### HIRER'S CHECK LIST BEFORE VACATING PREMISES

| During Use        |                                                                                                                                 |
|-------------------|---------------------------------------------------------------------------------------------------------------------------------|
| 1                 | Immediately clean any liquid spillages                                                                                          |
|                   |                                                                                                                                 |
| Before locking Up |                                                                                                                                 |
| 1                 | Empty the <b>Bins</b> in the hired space and place the bin bags in the wheelie bin in the car park.                             |
| 2                 | Ensure all <b>Windows</b> are closed and locked                                                                                 |
| 3                 | Ensure the <b>Fire Exit's</b> are locked shut                                                                                   |
| 4                 | Ensure any <b>spillages</b> anywhere in the premise are cleaned up and dried                                                    |
| 5                 | Sweep the <b>dance floor</b> using the scissor broom kept in the chair store to remove any debris if you have hired this space. |
| 6                 | Remove any <u>food residue</u> from the <b>floor</b> using equipment in the cleaning cupboard in the chair store.               |
| 7                 | Return all <b>Chairs</b> and <b>Tables</b> to the chair store, stacking chairs in the respective types, no more than 10 high    |
| 8                 | Check no <b>Taps</b> are running in the toilets (ladies, gents & disabled)                                                      |
| 9                 | Check no <b>cisterns</b> are continually filling up the in the toilets (ladies, gents & disabled)                               |
| 10                | Turn off all <b>Lights</b> in the premise.                                                                                      |

Thank you!