

Conditions of let

The Bike Station reserves the right to amend these rules and conditions, and also to make any additional rules and conditions as necessary taking into account the requirements of the Space. For the purposes of these conditions the 'HIRER' will mean an individual HIRER or, where the HIRER is an organisation, the authorised representative.

1. General Conditions

- 1.1 **Confirmation:** A booking is not finalised until a booking form has been completed, submitted and confirmation received.
- 1.2 **Booking Times:** You will be able to access the hall 30 minutes prior to your hire time and the hall must be vacated and returned to its original condition 30 minutes after the end of the hire period. Any set up or breakdown of equipment must be allowed for within the duration of the let. If additional time is required, this must be included within your hire time. It is essential that these conditions are followed.
- 1.3 **Maximum capacity:** The maximum capacity of the ZW Space is 30 people. This must be strictly adhered to for health & safety reasons.
- 1.4 **HIRERs Liability Insurance:**
 - 1.4i The HIRER must ensure that when professional or specialist coaching is provided for the activities relating to the hire, those individuals are suitably trained and qualified.
 - 1.4ii The HIRER must ensure a thorough risk assessment of planned activities is carried out.
 - 1.4iii The Bike Station will not be liable for the death of or injury to any person attending the activity which is the subject of the hire or any losses, claims, demands, actions, proceedings, damages, expenses or other liability incurred by the HIRER except where any of the above is due solely to the negligence of the Bike Station, their servants or agents.
 - 1.4iv The Bike Station will not under any circumstances accept responsibility or liability in respect of any damage to or loss of any goods, articles or property of any kind brought into or left at the premises either by the HIRER or by any other person.
 - 1.4v When required and where indicated on a Booking Confirmation, the HIRER will indemnify the Bike Station against all such liabilities as mentioned in 1.4iii. and 1.4iv. above and undertake to maintain a policy of public liability insurance to cover such indemnity.
 - 1.4vi No hazardous chemicals or other flammable substance will be allowed in any part of the building.
- 1.5 **Smoking** is not permitted in any part of the Bike Station. During an event, it is the organiser who is responsible for ensuring those attending do not smoke. Enforcement officers can issue a £200 fine to the organiser and also £50 fine to each individual committing the offence.
- 1.6 **Music:** If music is performed or reproduced by any method, the applicant will be required to pay a fee in respect of Performing Rights. This fee is calculated on the charging schedule issued by Performing Rights Society Limited (PRS).
- 1.7 **Film:** If a film or television programme screening is to take place, the HIRER is responsible for purchasing the required licence from the relevant film studio or distributor. Confirmation of permission must be provided along with a completed booking form before the booking is final.
- 1.8 **Equipment (internal):** An appropriate level of care must be afforded to the equipment provided in the Space, including, but not limited to, laptop, projector, screen, tables and chairs. Damage caused due to lack of care and attention may result in a repair or replacement charge being levied to the HIRER. No furnishings or equipment will be hired out or loaned out from the building without prior agreement or arrangement.

- 1.9 Equipment (external):** Any electrical equipment brought into the hall must be appropriately PAT tested. Appropriate risk assessments and supervision must be considered and applied.
- 1.10 Inappropriate use of devices:** The accessing of mature adult content on any device within the Bike Station is strictly forbidden. Contravention of this condition will result in immediate suspension of activities and patrons being asked to leave the building immediately.
- 1.11 Flyposting:** In respect of an event it is not permitted unless prior permission has been granted by the Police. This is an illegal act under Section 100 of the Roads (Scotland) Act 1984.
- 1.12 Child Protection:** Anyone who works closely with children or groups of vulnerable adults on a regular basis should be a member of the Protection of Vulnerable Groups (PVG) Scheme. Further information and guidance about the scheme is available from Disclosure Scotland at www.disclosurescotland.co.uk. All clubs and organizations must ensure that the following controls and procedures are in place:
Vetting arrangements, as mentioned previously, for any adult working/helping or supervising activities with young people under the age of 18. In addition to this coaches and volunteers are required to have a qualification appropriate to the level they coach. The Bike Station reserve the right to carry out spot checks of any individual or organisation to ensure they have the appropriate processes in place.
- 1.13 Candles/Smoke Machines:** Please note we do not allow the use of candles or smoke machines. Naked flames are strictly prohibited.
- 1.14 Alcohol Consumption:** If it is intended to sell or dispense alcohol the Bookings Administrator must be notified. Although the applicant is responsible for obtaining the appropriate license, location and arrangement for bars should be discussed with, and to the satisfaction of, the Bike Station Perth Manager.
- 1.15** Where permission has been granted for the sale of alcohol, an additional charge of £71.75 will be levied. This fee is additional to the cost of hire and the license fee to take into account the increased associated risk with such events.
- 1.16 “Bring Your Own”** will only be accepted for Charity Functions and at the discretion of the Bike Station Perth Manager only.

2 HIRER Responsibility

- 2.1** The HIRER is responsible for all aspects of the booking, including:
- **Health and Safety:** Organisers of the let should acquaint themselves with the position of fire points, emergency exit doors, light switches and access to a telephone.
 - To arrange for suitable **first aid** facilities/personnel throughout the duration of the event, where appropriate.
 - To carry out a thorough risk assessment of their planned activities and ensure public liability is in place.
 - With any let involving the sale of goods, the applicant is responsible for ensuring the correct **license**, if any, is obtained. Contact should be made with the Licensing Board at Perth & Kinross Council, 2 High Street, Perth, PH1 5PH where license requirements and procedures will be explained.
 - **Cleaning:** The HIRER is responsible for leaving the hall in its original condition. Cleaning materials will be available. The HIRER is also responsible for removing all rubbish generated by their event. A charge may be levied if the facilities are not left clean and in good order.
 - **Noise:** Music should not be made audible by local residents after 10.00pm. The HIRER is responsible for monitoring and controlling noise levels during and after the booking. Please be respectful to local residents when leaving the hall late at night.
 - **Equipment/Furniture:** To return all equipment and furniture to its original location at the end of the booking, including chairs, tables etc.
- 2.2** **The HIRER** must ensure that appropriate levels of supervision are provided for the activities relating to the hire. The HIRER shall provide on request, details of any individual providing supervision and where a hire involves children or vulnerable individuals, the Bike Station may require the HIRER to provide satisfactory evidence of “Disclosure” checks having taken place.
- 2.3** **The HIRER** must ensure that when professional or specialist coaching is provided for the activities relating to the hire, those individuals are suitably trained and qualified. The HIRER shall provide on request, details of any individual providing coaching including copies of certificates of qualification and a risk assessment of activities to take place.

3 Charging Policy

- 3.1 Scale of Charges:** For a full set of our hire charges please refer to our website www.thebikestation.org.uk/perth/. The Bike Station will decide which category applies to each let. Please note, half hourly rates do not apply. Hire times will be rounded up to the next complete hour. The charge covers the provision of heating, normal lighting and a Bike Station member of staff to be present.
- 3.2 Cancellations:**
- Full refunds will be given for functions cancelled with a minimum of 14 days' notice.
 - Cancellations under 14 days and no less than 48 hours' notice will receive a 50% part refund of the Space charge.
 - Full hire charge will be payable if organisers give less than 48 hours' notice to cancel the event or do not turn up for the intended let on the day.
 - The Bike Station reserves the right to cancel any booking at its absolute discretion. In the event of a cancellation, no liability will be accepted for any loss incurred and no compensation will be payable to the HIRER or any other person in respect of such cancellation.
- 3.3 The HIRER** will be held responsible for payment of all charges in respect of the booking. The Bike Station takes no responsibility for any loss, act or omission by the booker.
- 3.4 Sub Letting:** the hall should not be sub-let without prior permission of the Bike Station.