

# HMIA - TARBERT COMMUNITY CENTRE

## 2023-24 CONDITIONS OF USE

Welcome to our facility, owned and managed by the Harris Mutual Improvement Association (HMIA), a Scottish charity established in the first-quarter of the 20<sup>th</sup> Century.

1. HMIA - Tarbert Community Centre will not be liable for any loss due to any breakdown of machinery mechanisms failure of supply of electricity, leakage of water, fire, government restriction, or act of God which may cause the Centre to be temporarily closed or the Agreement to be interrupted or cancelled. HMIA - Tarbert Community Centre give no warranty that the Centre is legally or physically fit for a specific purpose.
2. **Legal Responsibility** - The hirer will have in place all the legally required insurances and licenses applicable to their activities, personnel, equipment and personal belongings within the Community Centre. HMIA – Tarbert Community Centre are not responsible for any personal injuries, loss or damage to you or your belongings (including third parties hired by you). Children must be supervised at all times by an age-appropriate adult.

Appropriate insurance cover should be obtained by the hirer to indemnify HMIA against claims which may be made against it in respect of loss or damage which HMIA may suffer. Such insurance should also cover injury to person and loss of property.

Anyone wishing to hire the hall, must be over 25 years of age.

**Damage** - Any damage caused during time of hire will be paid for by the hirer. Please do not drag furniture (tables and chairs) across the floor.

3. **Right of Entry** - Committee members are permitted access to all areas of the building at any time during the hire period.
4. **Government's Covid Guidelines** - The hirer will ensure that those using the building comply with the Government Covid Guidelines for the duration of the hire.
5. **Fire Safety** - The hirer will ensure that all fire exits are kept clear both inside and outside of the building during the hire period. It is the hirer's responsibility to ensure that everyone using the hall is familiar with the location of fire exits and assembly points. Our Fire Safety Certificate can be seen in the foyer noticeboard. Candles are not permitted to be used in the Centre.
6. In the event of any damage to the building, such as fire, the hirer must contact the Emergency Services immediately.
7. Emergency contact numbers for the HMIA Committee are as follows:  
Heather Campbell Chair – 079 7903 2203  
Marion Macleod Committee – 079 2014 2522

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8. **Supervision** - The hirer must provide an adequate number of competent adult stewards/attendants to ensure that they can meet all of the legal requirements and in the case of children's groups, activities or party hire where the majority of those attending will be under eighteen years of age, the hirer must ensure that there is a constant ratio of:

- 1 adult per 5 children of 5 years and under
- 1 adult per 8 children over 5 years of age

Failure to ensure the correct ratio will render this agreement invalid and HMIA will terminate the use of the centre by the hirer immediately without incurring liability for any loss or inconvenience caused as a result of the cancellation.

9. **Capacity** - An indication of numbers of guests must be given for dances/weddings etc as HMIA – Tarbert Community Centre must comply with their Terms of Insurance.

**Maximum Seated Capacity: 150    Maximum Standing Capacity: 300**

10. **Access** - No vehicles should be left in front of the building during the hire period. It is the hirer's responsibility to ensure that vehicular access is maintained to the front of the building at all times for use by the **Emergency Services**.

11. **First Aid** - First-aid kits are available in the Kitchen, Committee Room Cupboard and rear Office. The Accident Logbook is also located in the Committee Room Cupboard.

12. **Decoration** – Under no circumstances should bolts, nails, tacks, pins, screws, glue, adhesive tapes or other like objects are to be affixed into any part of the Centre. Please use blu-tac, or similar products only.

13. **Ball games** – are not permitted in the Centre.

14. **Use of the Stage** - The stage will not be used unless agreed as part of the hire at the time of booking. The equipment here is valuable and easily damaged. The hirer will be charged if damage occurs to any equipment. If the stage is to be used, access is via the stairs only. The hirer is responsible for the Health & Safety of the individuals using the stage and Risk Assessments are required for this purpose.

15. **Heaters – Entrance Foyer, Office and Committee Room** – heater thermostats can be moved as per your requirements. These must be returned to a low eco-setting when you leave. *Main Hall* - the Panel heaters are turned on via high level switches. Please use the kick steps provided in the Committee Room cupboard. Radiant heater switches are also located in the Committee Room cupboard. The hirer is responsible for ensuring the Panel and Radiant heaters are switched off when the building is unoccupied. If heaters have been left on after the hire period, then the hirer is liable for the costs and may be charged accordingly.

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16. **Lights** – *Entrance Foyer & External* – switches located on the wall to the right-hand side. *Main Hall* – switches located at high level adjacent to the double door entrance. *Committee Room, Kitchen & Office* – switches adjacent to entrances. All lights must be turned off when the hall is unoccupied. If lights have been left on after the hire period, then the hirer may be liable for the costs and will be charged accordingly.
17. **Fuse Box** - The fuse box is located in the Committee Room cupboard.
18. **Tables and Chairs** – Tables are located in cupboards in the Committee Room. Please return them after use. Chairs are available from the single cupboard within the hall (single brown door) and also stacked at the back of the hall. Please return the chairs to the cupboard and stacked to the back of the hall at the end of the hire.
19. **Licensed Bar** - If a licensed bar is in use, children are not permitted within the bar area. No underage drinking is to be permitted and children must be supervised at all times. HMIA can provide a licensed bar if requested. (28 days' notice to be given) Out with this, it would be the hirer's responsibility to organise an Occasional Licence application from CNES.
20. **Alcohol Consumption** - No alcohol is to be consumed in the Centre or on the land in the vicinity of the Centre by any individual under the age of 18.
21. **Smoking** - No smoking is permitted within the building. Where smoking takes place outside the main entrance doors, any litter/smoking material is to be placed in the cigarette bin provided.
22. **Noise** - Please be aware that Tarbert Community Centre is located within a residential area. Hirers must be sensitive to the local environment and avoid any undue noise upon leaving the Centre especially after 9pm.
23. **Litter** - The Community Centre will be left clean and tidy. Where food and drink have been consumed the floors must be left clean - any spillage etc to be thoroughly cleaned. All litter is to be removed and placed in bins provided. Full bins should be emptied - bags tied and placed in wheelie bins outside. A set of keys for the outside wheelie bins can be found hanging beside the window in the **foyer**.
24. **Kitchen Use** - If the kitchen has been booked, all appliances must be switched off at end of hire, all surfaces and equipment used should be left in a clean condition with floors swept. Where there is a request to run a food business within the Centre, the hirer should ensure they have registered with the Council's Environmental Health Team as a Food Business. the Hirer should provide Risk Assessments tailored to the Food Business, and these Risk Assessments should run in conjunction with Food Safety guidelines, procedures, legal requirements and best practice. The Hirer will be responsible for ensuring all Food Safety and local cleanliness standards are maintained at the Community Centre for the full duration of the hire period.

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25. **Cleaning/Housekeeping** – our cleaner will generally not go into the building if your hire is more than 2 days. The hall would be thoroughly cleaned before your hire date and it would be up to the hirer to replenish paper towels/toilet roll etc. Surplus of these items can be found in the cupboard within the ladies' toilets, along with extra cleaning materials. For longer hires, a cleaning schedule can be discussed at the time of booking.
26. **Security** - All doors and windows must be locked when the building is unoccupied. The door must be locked at the end of the hire and the key must be returned to source without delay. Please note that the building does not have a security alarm. The hirer must ensure they have the necessary insurance to cover for any personal loss or damage to equipment or personal belongings, and any damage or loss of items, equipment or the fabric of the building owned by HMIA. HMIA – Tarbert Community Centre will not be held accountable or responsible for loss or damage to equipment or personal belongings.
27. All of the hirer's equipment and personal belongings must be removed from the Community Centre at the end of the hire period.
28. The agreed duration of hire must be adhered to and the Community Centre is to be vacated at the agreed pre-arranged time.
29. **Fees** - For large-scale events such as concerts, dances, weddings etc. an agreed 20% deposit is to be paid on confirmation of booking. This will be deducted from the final invoice. The deposit will *only* be returned if a booking is cancelled at least 30 calendar days before the first day of the event, minus administration fees at the rate of £20 per hour, or at the discretion of the committee in unique circumstances.
30. **Complaints** – Any complaints must be made in writing and submitted either by email to [Tartbertcc@hotmail.co.uk](mailto:Tartbertcc@hotmail.co.uk) or to HMIA - Tarbert Community Centre, Pier Road, Tarbert, Isle of Harris, HS3 3DG.
31. **Data Protection** - Hirers may be asked to provide personal data and/or other information and HMIA will hold and process that information in accordance with the provisions of the General Data Protection Regulations 2018 (GDPR) and Data Protection Act 1998. Under normal circumstances personal data which HMIA collects will only be used for the purpose(s) for which it was collected. However, the Hirer notes that HMIA will share personal data with a third party where HMIA has a legal obligation to disclose it or where it enables HMIA to collect unpaid hire fees.

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Please complete and return attached form with the appropriate deposit. Thank You.

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**I/We agree to abide by the terms of the Conditions of Use for the Tarbert Community Centre.**

Date(s) of Hire: \_\_\_\_\_ Function: \_\_\_\_\_

Name(s): \_\_\_\_\_

Signature(s): \_\_\_\_\_ Date: \_\_\_\_\_