



# COMHAIRLE NAN EILEAN SIAR

## STORNOWAY TOWN HALL

### CONDITIONS OF LET

1. Payment for lets must be made in advance at the time of booking.
2. The Comhairle shall have the right to cancel a booking if it requires the use of the Town Hall for another function and cannot reasonably hold that function on other premises or on another date. In the event of such a cancellation a full refund of the booking fee will be given but the Comhairle shall not be liable to pay any compensation.
3. Lets involving children or protected adults within the meaning of the Protection of Vulnerable Groups (Scotland) Act 2007 cannot involve individuals who are disqualified from working with children or protected adults.
4. The hirer is required to appoint an adequate number of suitable persons aged 18 or over to act as Stewards to be responsible for the observance of these Conditions of Let, the maintenance of order and the prevention of unruly conduct. The hirer shall satisfy the Comhairle that the number of Stewards is adequate. Hirers must contact the Town Hall bookings to agree a time and date prior to the function for the Head Steward to be instructed in their duties unless otherwise agreed with the Comhairle.
5. The Police must be admitted to any function for the purpose of preserving order.
6. All routes to emergency exits must be kept clear at all times.
7. The Comhairle shall have no responsibility for any property not belonging to it, which may be lost, damaged or stolen.
8. Nothing shall be fixed to or placed outside the Town Hall Building without the express consent in writing of the Comhairle; this shall apply especially to signboards, advertising material or any loudspeakers used to advertise functions or for the playing of music used to accompany a function. Similarly, nothing shall be attached or affixed in any way to walls, windows, doors or any stage curtains inside the building.
9. Areas used in connection with functions must be left clean and tidy. All decorations (including balloons), displays and other material not belonging to the Comhairle, an all rubbish, must be removed at the end of period of let. The hirer shall be responsible for any cost or charge incurred by the Comhairle as a result of the hirers failure to comply with this provision. The Comhairle may levy a supplementary charge should it require to clear up or carry out additional cleaning following a let.
10. The hirer shall be responsible, and where there is more than one hirer they shall be jointly and severally responsible, for making good any damage to the Comhairle's property or fittings during lets. The Comhairle may charge for repairing any damage caused by the hirer.
11. Rehearsal or setting up sessions in connection with a non commercial let will be charged at a percentage of the full fee.
12. The Comhairle will comply with reasonable requests to set up the stage for a hirer, but may charge if the hirer subsequently decides that the stage is not required.
13. All stage sets or other equipment used not belonging to the Town Hall must be removed at the end of the booking period. A hirer wishing to leave stage sets or other equipment in the Town hall until the following day must book a rehearsal/set up session for the next letting period.
14. The hirer shall ensure that they have all necessary licences, consents and insurance in place for each function and that the function is competently managed. In particular, hirers wishing to erect, gantries etc or to use laser or pyrotechnics must seek permission to do so from the Comhairle when booking the let and provide evidence of competence of those involved and any safety and insurance certificates that may be relevant.
15. The hirer shall comply with all copyright and licensing requirements in relation to an event. In relation to musical performances, the Comhairle has a general licence granted by PRS for Music (previously known as the Performing Right Society Limited), so it will not usually be necessary for the hirer to obtain a separate licence for such performances but it is the hirer's responsibility to check whether a licence is required. However, the Comhairle is required to report to PRS for Music on all musical performances and to pay the appropriate royalty fees. The hirer must be aware of PRS for Music's requirements for the provision of information on set lists, box office returns, etc. and must provide the necessary information to the Comhairle as soon as possible so that the Comhairle can calculate the appropriate fee payable to PRS for Music which the Comhairle will then charge to the hirer. Information on the current tariffs and reporting

requirements can be found at PRS for Music's website – [www.prsformusic.com](http://www.prsformusic.com). The hirer shall be liable to the Comhairle for any loss or damage which the Comhairle may suffer as a result of the hirer's failure to be adequately licensed or to provide the required information."

16. Lets shall end and the Town Hall be vacated not later than 17.00 hours (daytime lets) or 00.00 (evening lets) unless special arrangements have been made in advance for extended hours. A supplementary charge per hour after midnight will be made for extended lets. All lets must finish by 02.00 hours.
17. All Saturday evening lets shall end at 23.00 hours to enable the Town Hall to be closed by 00.00 hours.
18. The Comhairle shall not be liable for any loss of use or enjoyment of the Town Hall arising from factors beyond its control such as power cuts, malfunctions in heating or other appliances, or any action required to be taken by the Comhairle as a result of inclement weather or other emergencies.
19. The numbers of persons to be admitted to functions in the Town Hall shall be in strict accordance with those determined by the Fire Master as follows:

MAXIMUM CAPACITY	Downstairs	Standing	250	Or Seated	170
	Upstairs	Standing	50	Seated (including fixed balcony seats)	55

20. The hirer shall ensure that:
  - there is no smoking on the premises;
  - no-one who is under the age of 18 and under the influence of alcohol is admitted to any function; and
  - anyone behaving, or likely to behave, in an unruly, rowdy or anti-social manner at any function, whether under the influence of alcohol or not, is called upon to leave and is removed on failing to do so.
21. The Comhairle may terminate a let immediately in the event of any breach of clause 3, 4, 5, 19 or 20 of these Conditions of Let.