



THE SOCIETY OF ADVOCATES IN ABERDEEN

Concert Court, Aberdeen AB10 1BS

Tel: 01224 640079

Website: <http://www.socofadvocates.com>

THE SOCIETY OF ADVOCATES IN ABERDEEN - PREMISES HIRE CONTRACT

For the purposes of this contract the 'Society' is The Society of Advocates in Aberdeen, Concert Court, Aberdeen AB10 1BS

The Executive Secretary is Maria Robertson and may be contacted at The Society of Advocates in Aberdeen, Concert Court, Aberdeen AB10 1BS or on 01224 640079 or maria@socofadvocates.com

Name of Hirer (the 'Hirer'):

.....
For the purposes of these conditions, the term 'Hirer' shall mean an individual hirer or, where the hirer is an organisation, the authorised representative.

Name of Organisation (if any):

Address:

.....

Daytime Phone:

Evening Phone:

Email address:

Purpose of Hire (please state fully, and include any specific room requirements):

.....

.....

Premises required (the 'Premises'): (delete as appropriate)

Library / Committee Room / Kitchen / Reception area

Layout required:

Additional Items required: Projector and Screen Yes / No

Date(s) required:

Times Required, from entry to set up to exit after tidying:.....

Number of people to be present including caterers, entertainment, guests:

.....

Name of responsible adult present at the event:

.....

Mobile number for responsible adult present at event:

.....

Will you be applying for an Occasional Licence? This needs prior approval by the Society and involves an additional fee. **Yes / No** (delete as appropriate)

Parking: you are entitled to park up to two vehicles in the Society's Car Park

Additional Fees

The following are available at additional fees if required:

Tea and coffee - at cost of £2 per person	Yes / No
Candles for candelabras - at cost of £3	Yes / No
Wedding – non refundable booking fee of £200	Yes / No

(To be completed by the Society)

Cost of hire	£.....
Additional fees	£.....
Total	£.....

Payment may be made direct to our bank account once an invoice has been issued after the event. Sort Code: 83 30 00. Account Number: 00298394.

Please ensure that you read and sign the attached Terms and Conditions

Terms and Conditions

The Hirer agrees:

- 1) The Hirer is over 18 years of age.
- 2) The Hirer shall not use the Premises for any purpose other than that described in the Hiring Agreement and shall not sub-hire or use the Premises or allow the Premises to be used for any unlawful purpose or in any unlawful way nor do anything or bring onto the Premises anything which may endanger the same or render invalid any insurance policies in respect thereof.
- 3) The Hirer is requested to ensure that good order is kept in the Premises and its environs at all times during the hiring. The Society reserves the right to halt any function not properly conducted. Alcohol is not allowed to be brought onto, or consumed in the Premises without express permission from the Executive Secretary. Smoking is not permitted anywhere in the building or grounds of the Premises.
- 4) The Hirer is responsible for the security of the Premises and persons in it during the hire period. The Hirer shall ensure that only authorised persons are allowed access to the Premises. The Hirer is responsible for the orderly and safe admission and departure of all guests and the efficient supervision of the Premises during the function. The Hirer shall provide suitable numbers of stewards and ensure that assistance is available at all times for those attending the function, particularly disabled persons.
- 5) The Hirer shall ensure that there are no obvious fire or other hazards jeopardising the safety of any person or which could cause damage to the Premises or surrounding buildings. The Hirer shall ensure that doors are not to be wedged open, nor gangways blocked. The Hirer shall ensure that all exit doors from the Premises are kept unfastened (except permitted crash bars etc) and exit routes left unobstructed during the function. Flammable substances shall not be brought into, or used in any portion on the Premises or surrounding buildings. No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the Executive Secretary. The Hirer shall ensure that responsible persons are instructed and available at all times to operate the fire alarm system, and the fire extinguishers, and to conduct an evacuation procedure. The Hirer may be requested to visit the Premises prior to the hire date, to see Fire Alarm Points, Fire Exits and Fire Extinguishers in the area of hire. Sufficient access to the lane and areas between the Premises and Broad Street building must be maintained at all times to ensure speedy and safe evacuation in the event of fire.
- 6) The Hirer will not bring into, set up in, or attach to the Premises or surrounding buildings, any fittings, decorations, furnishing, equipment, electrical appliances or additional lights, nor make any extensions to the electrical installations of the premises, without prior consent of the Executive Secretary. Any such additions to facilities must be made safe in all aspects. The Hirer shall ensure that any electrical appliances brought by them to the Premises or surrounding buildings and used there shall be safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989. No electric or gas fires or heating equipment of any description is allowed into the Premises.
- 7) The Hirer must report all accidents involving injury to the public to the Executive Secretary as soon as possible and complete the relevant section in the Society's accident book. Any failure of equipment belonging to the Society must also be reported as soon as possible.
- 8) The Hirer shall ensure that nothing is done on or in relation to the Premises in contravention of the law relating to gaming, betting and lotteries.

9) If licences are required, the obtaining of the requisite licence is the responsibility of the Hirer and the Hirer shall indemnify the Society and keep it indemnified in relation to any liability in this respect.

10) If food is to be prepared or served and/or if the kitchen is to be used, the Hirer becomes responsible for correct Health and Safety practices under the Food Safety Act 1990 and any subsequent related regulations. If professional caterers are employed, their names and addresses must be supplied to the Executive Secretary if so requested. The kitchen must be thoroughly cleaned upon completion, and all waste foods / materials must be completely cleared off the Premises and grounds. The Society reserves the right to levy a cleaning charge if this is not done.

11) If the Hirer's activities involve children, then the Hirer is required to ensure that children are protected at all times, by taking all reasonable steps to prevent the occurrence of any injury, loss, damage or harm and that all appropriate children's statutes and child protection guidelines are complied with. The Hirer must adhere to Protection of Vulnerable Groups legislation.

12) The Hirer shall indemnify and keep indemnified the Society, and all employees, volunteers, agents and invitees against,

- a) the cost of repair of any damage done to any part of the Premises including the curtilage thereof or the contents of the Premises, loss of revenue from any damage and any consequential loss.
- b) all claims, losses, damages and costs in respect of damage or loss of property or injury to persons arising as a result of the use of the Premises (including the storage of equipment) by the Hirer.
- c) all claims, losses, damages and costs suffered or incurred as a result of any nuisance caused to a third party as a result of the use of the Premises by the Hirer.

The Hirer shall take out adequate insurance to insure the Hirer and members of the Hirer's organisation, invitees and any third party against all claims arising as a result of the hire. On demand the Hirer shall produce the policy and current receipt or other evidence of cover to the Society. Failure to produce such policy and evidence of cover will render the hiring void and enable the Society to re-hire the premises to another hirer. In these circumstances the deposit may be forfeit.

- 13)
- i) All music is to be kept to a reasonable volume and should not cause nuisance or disturbance.
 - ii) Times of hire stated on the Schedule must be adhered to. Times of booking are deemed to include setting up / clearing away of rooms. Hirers should ensure that they have allowed time for this in order that they have vacated the Premises within their hire time.
 - iii) Court business on the ground floor must not be disturbed. Accordingly, week day bookings may be subject to approval by the Sheriff Clerk.
 - iv) All chairs and tables must be returned to where they were found.
 - v) The Hirer shall be responsible for leaving the Premises in a clean and tidy condition. All rubbish must be cleared and taken away from the Premises and its environs. No rubbish is to be left in the Society's rubbish bins.
 - vi) All equipment must be restored to its original position at the end of the hire period, after cleaning has been completed.
 - vii) Any electrical extension leads shall be switched off and unplugged when the premises are vacated.
 - viii) The Premises and the Premises contents and fixtures and fittings must be returned to the Society in the same condition as they were hired in.
 - ix) The Hirer is to remove all items relating to their hire at the end of the hire period. If any items are left uncollected for more than 7 days, the Society will dispose of them as the Society sees fit.

A breach of any of items i) to ix) by the Hirer or the Hirers' agents may cause the Society to make a charge.

14) The Hirer must at all times observe the wishes and comments of the Executive Secretary who is representative of the Society.

It is agreed:

The Society will hire the Premises to the Hirer at the times and for the cost specified above.

The Society may require the Premises at short notice. Although such an event would be rare, the Society cannot be liable for compensation or otherwise. In that event any payment and / or cost of hire will be returned and the Society will be under no further liability to the Hirer. The Hirer should note that the Society reserves the right to cancel the booking at any stage, if it becomes apparent that the event is contrary to the information disclosed on the booking form. If such cancellation has to be enforced by the Society, the Hirer may remain responsible for the full cost of hire.

The Society shall not be liable for any loss due to failure in supply of electricity, gas, leakage of water or fire, Government restriction or Act of God, which may cause the Premises to be closed or the hiring to be interrupted or cancelled.

The Society accepts no responsibility for any loss or damage, including personal injury and death, resulting from the Hirers activities or from the storage of equipment belonging to the Hirer.

This contract constitutes permission only to use the Premises and confers no tenancy or other right of occupation on the Hirer.

Signed by the Hirer:.....

Please print name:.....

Date:

Signed On Behalf of the Society:

Please print name:

Date:

Please note that we may need to vary terms of this contract at any point in time but reasonable prior notice will be given to all hirers.