

SHETLAND ISLANDS COUNCIL - Conditions of Hire of Town Hall

A – THE BOOKING

1. You will be quoted a price for the booking at the time of your initial enquiry.
2. Prices for bookings are subject to review and alteration annually at the commencement of the financial year (April-March). Bookings made in one financial year for an event in a later financial year will be subject to that price review. If the review alters the cost quoted, you will be notified of the change and will be required to confirm whether you wish to continue with the booking at the revised price.
3. **Cancellations:** you will remain responsible for the full cost of hiring the Town Hall (or the part that you have booked) unless you have notified the Council in writing not less than five clear days before the commencement of your hire that you wish to cancel. **Cancellation of large-scale events** (i.e. events assessed by the Council as requiring more than one steward) must be confirmed at least one month in advance or 25% of the full hire charge is payable.
4. **Sub-letting:** No part of the Town Hall will be sublet by you without the prior written consent of the Council.
5. **Refusal:** The Council reserves the right to decline or refuse to hire the Town Hall without giving any reason.
6. **Amendment to or cancellation of the booking:** the Council or its officers may cancel or change any part of your booking without liability to you if this becomes necessary for reasons beyond its control.
7. **Smoking:** It is an offence to smoke or knowingly to permit smoking in the Town Hall and its grounds. In addition, the use of e-cigarettes is not permitted in the Town Hall.
8. **VAT:** VAT will be chargeable where required, for example, in any room used for the preparation or consumption of meals.
9. **Recorded music:** A Performing Rights Society ("PRS") licence will be required if music is being played at your event. The cost of purchasing a licence will depend on the nature of your event. The Council will arrange the PRS licence if you require one and will advise you of the price at the time of booking.

B – GENERAL –

1. The maximum numbers must not at any time exceed: Downstairs Meeting Room – **50**; Main Hall (dances) – **220**; Main Hall (seated event) – **180**; Room adjoining Main Hall – **40**.
2. **Footwear:** Shoes with heels less than 10 mm and any footwear that may cause damage to the Main Hall floor is strictly prohibited. You must ensure all of your guests are aware of this before your event.
3. **Personal Injury and Loss or Damage to Property:** the Council and its officers accept no liability or responsibility otherwise than as a result of the negligence of the Council or its officers for:
 - (a) personal injury which may be suffered by any member of the public, including the lessee, in attending the function or in connection therewith;
 - (b) Theft, the loss of, or damage to, personal property, goods or articles of any description brought into the building, including any articles, goods or property given into the custody of the Steward remain at all times entirely at the owner's risk.
4. **Powers and Duties of Steward:**
 - (a) You and everyone attending your event must follow directions of, and co-operate with the Steward, who has full authority to take any action as he considers necessary for the protection of the interests of the Council.
 - (b) The Steward has the right to be present at any time and will also be available at all times during your event to assist and advise the lessee in the application of the regulations.

C – YOUR RIGHTS AND RESPONSIBILITIES –

1. **Layout:** Not less than three days before your event you must provide a layout plan to the Town Hall Steward for his approval to allow him to ensure that the proposed layout does not hinder any emergency evacuation of the building.
2. **Sale of Alcohol:** the Town Hall is not licensed for the sale of alcohol; you may sell alcohol, provided that you arrange an occasional licence.
3. **Public Entertainments Licence:** it is your responsibility to determine whether your event requires a Public Entertainments Licence under the Civic Government (Scotland) Act 1982. Applications for such a licence can be made to the Council's Environmental Health Service.
4. **Damage:** You are responsible for, and must make good at your own expense all damage to Council property (including, without limitation, damage the building, the floor, the contents, furniture or furnishings) in connection with your event, whether occasioned before, during or after it takes place, and whether or not such damage is caused by you, your guests, invitees, agents or other persons at or in the premises in connection with your event.
4. **Personal Emergency Evacuation Plan (PEEP):** You must ensure that any persons who may require assistance to exit the building in the event of fire make themselves known to the stewards when they first enter the Town Hall.

D – COMMUNICATION AND COMPLAINTS

1. If you have any complaint or observation to make in respect of any matter relating to your hire of facilities at the Town Hall you may write with details to the Members Support Officer within seven days of your event.
2. You may contact the Council in connection with your booking at:

Email: memberssupport@shetland.gov.uk

Tel: **01595 744511**

Postal Address: **Town Hall, Hillhead, Lerwick, Shetland ZE1 0HB**