GCAT Ltd. - Conditions of Hire

GCAT and THE HIRER agree:

1) to respectively effect and maintain adequate insurance policies to cover against all requisite statutory and other legal liabilities as follows:
   i) GCAT shall be responsible for such cover against all risks in respect of the property and that for which they are responsible, the employees and members of the public *provided that* GCAT shall not be responsible for loss or theft of or damage to the property belonging to the Hirer or his employees or agents.
   ii) THE HIRER shall be responsible for such cover in respect of his officers, employees, agents, sub-agents and members of the public and against all risks in respect of his property and that of his employees arising out of his use and occupancy of a GCAT property (except where attributable to negligence on the part of GCAT).
2) THE HIRER shall indemnify GCAT for the cost of repair or replacement in respect of any damage done or loss arising to any part of the building (including the curtilage thereof), or the contents of the building, which may occur as a result of the hiring.
3) THE HIRER agrees not to do or suffer to be done in or about the venue anything whereby any policy of insurance effected by the other may be invalidated or which may cause any increased premium to become payable for such insurance but shall at all times use all proper precautions to prevent loss or damage or harm by fire, accident or other means.
4) THE HIRER shall ensure that they and all their staff, agents and delegates observe and carry out all conditions and regulations imposed by statute or any competent authority with reference to GCAT or the Event.
5) GCAT agrees to the fulfilment of all obligations, terms and conditions of all licenses relating to the building and relevant to the hire.
6) THE HIRER will remain on the premises and be responsible for the supervision and care of the premises (that is the rooms hired and common areas of the building), their fabric and contents, during the period of hiring.
7) Subject to prior agreement, GCAT can provide a licensed bar during the period of hiring. In this case an additional fee may be required to cover any additional licensing or staff costs.
8) Subject to prior agreement, GCAT can provide technical support at events at a pre-agreed cost depending on the level of support required.
9) THE HIRER will be responsible for the supervision and care of all occupants of the premises attending their event during the hire period. The hirer will be responsible for supervising the behaviour of all persons using the premises, whatever their capacity including proper supervision of car-parking arrangements, particularly so as to avoid obstruction of the highway.
10) All food and drink must be provided by GCAT at the agreed rates. No food or drink may be brought onto the premises under any circumstances.
11) THE HIRER shall ensure that any electrical appliances brought into CatStrand/The Smiddy and used there, either by them or on his behalf shall be PAT tested and used in an appropriate manner.
12) THE HIRER shall ensure that, with the exception of assistance dogs, no animals are brought into the building.
13) AT THE END OF THE HIRE, THE HIRER shall be responsible for leaving the premises hired in a clean and tidy condition, properly locked and secured (if part of the agreement) and any furniture, which had been temporarily removed from their usual positions, properly replaced. ANY ADDITIONAL CLEANING NECESSARY WILL BE CHARGED TO THE HIRER.
13) THE HIRER agrees to ensure that his staff, agents, guests and members of the company comply with GCAT's health and safety policy and practice and with the fire procedures as displayed in each building.
14) THIS AGREEMENT is personal to both parties and is not to be assigned or sub-let to any other person, firm or company by either, without the written consent of the other.

15) ANY NOTICE REQUIRED to be served under this Agreement shall unless otherwise provided be in writing and shall be served:
    i) by leaving it at the party's address as shown in this Agreement or as otherwise notified to the other party; *or*
    ii) by sending it by first class recorded delivery post to such address (such notice being deemed served 24 hours after the envelope containing the same was posted); *or*
    iii) by email transmission to briangm@catstrand.com (such notice being deemed served upon receipt of reply email or other confirmation of its receipt).
16) NO RESPONSIBILITY is accepted for any breakdown, failure or defect in any of the facilities or equipment which could not be reasonably foreseen by GCAT, nor shall GCAT be held liable for any consequences attributable to a termination, breakdown or interruption of supplies of electricity or other services outwith their control.
17) GCAT reserves the right to refuse a booking without notice or to cancel this hiring agreement at any time either before or during the term of the agreement upon giving 7 days notice in writing to the hirer, and any deposit shall be returned.

The booking of CatStrand and/or The Smiddy by the Hirer indicates acceptance of all of the above conditions of hire. These conditions may not be varied in any way except with written approval of the GCAT Board.

Glenkens Community & Arts Trust

Glenkens Community & Arts Trust Ltd, CatStrand, High Street, New Galloway DG7 3RN

Tel. 01644 420374

All Venue Hire enquiries to:
Brian Edgar, Enterprise & Facilities Manager,
CatStrand, High Street, New Galloway DG7 3RN

Email: briangm@catstrand.com

Glenkens Community & Arts Trust (GCAT) is a registered Scottish Charity No SC032050; Company No. SC222083; VAT Reg. No. 882 8361 87

SCHEDULE 1

HEALTH & SAFETY FOR HIRERS

S1.1 All activities carried out by Hirer must comply with the Health and Safety at Work Act 1974 and all current relevant legislation.

S1.2 All staff of the Hirer (to include employees, volunteers and anyone connected with delivering the event) are expected to be aware of and comply with GCAT's Health and Safety Policy and observe all warning signs and notices. All Hirers must ensure the safety and health of their own staff (including subcontractors) the employees of GCAT and any visitors present at the time of the Event.

S1.3 All electrical equipment brought in to a GCAT building must have a current PAT certificate. GCAT reserves the right at any time to inspect any plant and equipment being used by the Hirer or their employees. If this plant or equipment is found to be unsafe or does not comply with current legislation (including Portable Appliance Testing regulations) the Hirer will immediately cease to use it and replace it with plant and/or equipment which is safe and complies with current relevant legislation.

S1.4 All Hirers and their staff should familiarise themselves with GCAT's Fire & Evacuation Procedures by reading the notices displayed in both buildings.

S1.5 The Hirer is responsible for advising all its delegates and staff of the location of the nearest fire exits.

S1.6 The First Aid box is located in the kitchen.