

Terms and Conditions for use of the Braeport Centre

The Braeport Centre is run as a community facility and all lets are operated on a keyholding basis. It is, therefore, very important that you read, understand and abide by the following conditions which are to be used in conjunction with the Booking Form and Letting Agreement.

We have 2 types of users:

Regular Users are those with weekly or monthly bookings throughout the year.

Occasional Users applies to all other users.

Use of premises

The premises shall only be used for the purpose stated in the Booking Form and Letting Agreement. The premises should be left in a neat and clean condition and all equipment stored as directed by the Centre Caretaker. If there is a need for additional cleaning as a consequence of the use of the premises, the Hirer will bear the cost of this. Use of the premises must not interfere with other concurrent users.

We reserve the right to cancel or terminate lets. We also reserve the right to reallocate rooms to ensure best use is made of the Braeport Centre.

Induction

Prior to taking up their hire, all lessees must attend an induction session with the Centre Caretaker or a member of the Braeport Management Committee. This session is an important introduction to the use of the Centre. All hires will be cancelled at full cost recovery where this induction session has not taken place by the date of the let.

Payment

Invoices for room hires will be calculated in accordance with the Room Hire Charges listing which is updated from time to time by Dunblane Development Trust (DDT). Occasional hires will be invoiced in advance of the event and the full fee must be paid no later than 2 weeks prior to the event.

Regular hires will be invoiced at the end of each month.

If the Hirer cancels within 2 weeks of an occasional event then 50% of the hire fee will be refunded. Cancellations prior to this will incur no charge and a refund will be made in full.

We reserve the right to ask for a deposit of up to 50% of the full let fee at the time of booking for "Occasional Users".

Health and Safety

Users are responsible for the health and safety of the individuals within their groups. Users must ensure that their groups are clearly briefed on use of the Braeport Centre.

Users should also read and understand the Braeport Centre Fire Action Notice (available at the same website location as the Booking Form and Letting Agreement and in the Centre) and ensure they have a printed copy to hand during the time of their let.

Fire Exits must be kept clear at all times and all Fire Extinguishers must be accessible and available for use.

The number of people (including children) using Rooms will be agreed on an individual basis with users taking account of government guidelines, room size, activity and national governing body guidance, if applicable. This will form part of user specific terms of use and will be sent to users at time of acceptance of letting.

All Accidents and Dangerous Occurrences must be entered into the Accident Book which is located on the shelf in the main entrance hall, and the Centre Caretaker informed as soon as practical.

Smoking is not allowed in any part of the premises, including the toilets and covered walkway. No animals, with the exception of assistance dogs, are to be brought into the premises without the prior permission of the DDT.

The Hirer, if using the kitchen to prepare food, must comply with all food safety and hygiene regulations. The Hirer shall ensure that any electrical appliances brought onto the premises for use during the hire are safe in themselves, in good working order and used in a safe manner. Regular users must produce evidence of PAT testing & inspection on an annual basis.

Hirers are responsible for First Aid for their own activities.

Security

It is the responsibility of the Hirer to ensure that all users have vacated the premises and that the building is secure. This should be undertaken by checking all rooms, including toilets; securing all windows and doors, including Emergency Exits; putting out all lights and turning off all taps; switching off all electrical appliances before activating the intruder alarm and locking the final exit door. "Regular Users" will be issued with a fob for the alarm.

"Occasional Users" will be asked at induction to appoint a responsible person who will be given a code for the key safe which will hold the main entrance door key and an alarm fob. The key safe code should not be shared with other users.

Alcohol

The sale of intoxicating liquor and consumption of same may be allowed, at the discretion of the DDT, and only on production of the necessary licence.

Music

Any music provided must only be for family and friends and not for public performance unless you hold the necessary licence. The Hirer undertakes to comply with the requirements of the Performing Rights Society and it is the responsibility of the Hirer to obtain the necessary licence and pay any dues.

In any event, all music must cease by 11 pm on a Saturday and 10 pm on a Sunday.

Publicity

Any publicity in connection with the Hirer's event must clearly identify the organiser of the event.

Garden Area

The garden area to the south east of the carpark is available as a public space. Its use should not be programmed as part of a let and should not be considered part of the let. The vegetable growing area to the south of the building is not part of the let and is not to be used.

Insurance and Indemnity

The Hire is taken on the understanding that there is no liability on DDT for any loss or damage to property owned by the hirer or anyone attending the event. This extends to vehicles parked outside in the Braeport Car Park.

The Hirer shall be liable for:

A. The cost of repair of any damage (including accidental and malicious damage) done to any part of the premises, including the car park and external walling, and any of the contents within the premises. Damage caused by stiletto heels is agreed as being accidental damage.

B. All claims, losses, damages and costs made against or incurred by the DDT, its employees, volunteers or agents in respect of damage or loss of property or injury to persons arising as a result of the use of the premises by the Hirer.

C. All claims, losses, damages and costs made against or incurred by the DDT, its employees, volunteers, or agents as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer.

Hirers of the Centre are expected to have appropriate insurance.

Certification

Commercial lets must produce all appropriate certification for insurance, First Aid, Disclosure and other certification as required when a booking is confirmed. All community or charitable organisations should produce appropriate certification as requested by the DDT or its representative.

Supervision

The Hirer shall be responsible for supervision of the event for which the hire has been taken, for care of the fabric of the premises and its contents and the behaviour of all persons associated with the event. The Hirer will not sub-let the premises to another.

Gaming, Betting and Lotteries

The Hirer shall ensure that nothing is done on or around the premises that is in contravention of the law relating to gaming, betting and lotteries.

Vulnerable Adults or Children

It is a requirement of any hire that vulnerable adults and vulnerable children are supervised by adults who comply with the rules of Disclosure Scotland and, in particular, have current Disclosure Certificates.

Regular hirers are required to show evidence of this certification to the DDT or its representative from time to time.

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