

Locus Breadalbane Ltd

Conditions of hire

Introduction

These Conditions of Use form a contract of hire and apply to all rooms, halls and carpark areas for Locus Breadalbane Ltd. If additional Conditions of Use are deemed to be required for some bookings; these will be advised at time of acceptance of the booking.

It is important that you read these Conditions of Use fully, as they require you to accept specific responsibilities and liabilities. It is your responsibility to fully understand what is required – please ask the volunteer managing your booking if you are unclear.

The Contract of Hire conditions takes effect from commencement of the hire period. Scottish Law governs the contract in all respects.

GENERAL CONDITIONS

Any part of the building is available for hire for any lawful purpose, but the Management Committee reserves the right to refuse a booking request without giving any reason.

Reservations by persons aged less than 18 years old cannot be accepted.

In the event of a dispute arising regarding a booking/hire, the Management Committee's decision will be final and binding.

The Management Committee reserve the right to amend the Contract of Hire and Conditions of Use and Schedule of Hire Charges at any time.

The Hirer may only use the areas of LBL, which they have booked and paid for.

SPECIFIC CONDITIONS

1. For the purpose of these conditions, the term Management Committee (MC) represents LBL (Locus Breadalbane Ltd Directors).
2. For the purpose of these conditions, the term HIRER shall mean an individual hirer, or, where the hirer represents a group, the authorized person as listed on the booking form.
3. HIRERS are asked to respect the facilities provided by LBL which is a valuable resource in our community. It is run by the MC on your behalf and it is only with your cooperation that we can all fulfil our mutual aims.

BOOKING CONDITIONS/Procedures

4. All bookings must be made through a LBL volunteer/trustee. To book, use our on-line booking calendar to identify an available slot date/time.
5. Then e- mail: admin@locuscentre.org or call 01887 829187 to confirm the booking.
6. Prospective hirers must complete an on-line booking form which can be found on the LBL website or alternatively collect a booking form at the Locus Centre Aberfeldy and return

completed form to the Locus Centre, or post the booking form to the Locus Centre address as follows:

The Locus Centre, The Square, Aberfeldy PH152DD.

Booking Conditions

7. When the prospective HIRER completes the Booking form they must accept the Conditions of Hire to complete the booking, failure to do so invalidates the booking. Conditions of Hire can be found on the Locus Breadalbane web site/a hard copy is available in the Locus Centre and Town Hall (inside notice board) for review.

8. Bookings are provisional until the Booking form is fully completed, and payment received if applicable.

9. The HIRER has access for use only to these areas of the facilities specified in the Booking Form.

10. Payment for hire of the LBL facilities will be invoiced in arrears (by calendar month) unless otherwise stated at time of booking.

Payment must be made max 15 days following invoice date.

Cancellation Policy

11. In the event that a HIRER has to cancel a confirmed booking for a part of a day or full day/week, cancellation costs will be advised at confirmation of booking.

12. Where the cancellation is for a multiple of days of hire, an agreed cancellation payment percentage will have been agreed at time of booking and recorded on the booking form.

13. The MC reserves the right to cancel a booking if deemed necessary for any reason. The Hirer will be offered an alternative time and or date for their booking. Should that prove not to be feasible, a full refund of all monies paid for the cancelled booking (if applicable) will be given.

Special Events: weddings celebration parties etc

14. On receipt of your booking request you will be contacted to discuss your requirements and to be advised of cost/deposit and terms in the event of cancellation. In addition to the agreed hire charge for parties and functions etc. a security deposit of a minimum of £100 will also be required. This deposit is held against any potential damage or loss incurred to the premises and/or contents by the Hirer or Persons associated with the activity/event.

Locus Breadalbane Ltd have a Public Entertainments Licence, we do **not** hold a Drinks Licence If you intend to have alcohol please advise and discuss options when making a booking

15. The MC reserves the right to increase the amount of the security deposit at their discretion. The Security deposit will normally be repaid in full within 14 Days after the event unless damage and loss has occurred or extra cleaning is deemed necessary. In that instance the cost of making good the damage/loss and/ or the extra cleaning will be deducted before any refund is given. Should the cost of repair, replacement etc, exceed the

total of the security deposit paid, the Management Committee reserves the right to charge the Hirer for any additional costs.

Note: It is the Hirer's responsibility to remove all rubbish from the facility hired, failure to do so may affect any subsequent rehire.

Note: Special Events maximum capacity (attendees) in the Town Hall / Lesser Hall and Auditorium are referenced in the Risk Assessments for the Town Hall and Locus Centre.

HIRERS' Responsibilities

16. The HIRER will, during the period of hiring, be responsible for supervision of the premises, the fabric and the contents, their care, safety from damage and the behaviour of all persons using the premises, whatever their capacity. Children are not permitted in the kitchen.

Note: It's the Hirer's responsibility to have the appropriate number of attendants in attendance to ensure the function operates in a safe manner for both attendees and to protect the fabric of the facility

17. 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 to bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof nor allow the consumption of alcoholic beverages thereon without written permission.

18. If activities involve the supervision of children or other vulnerable persons, it is the responsibility of the HIRER to ensure that all requirements of *Disclosure Scotland PVG Scheme* are complied with.

19. The HIRER shall ensure that any third parties providing services on the LBL premises have adequate public liability insurance for their operation and no liability shall attach to the MC.

20. 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 etc.

21. At the end of the hiring, the HIRER shall be responsible for leaving the premises and surrounds in a clean and tidy condition, properly locked and secured unless directed otherwise and any contents which have been temporarily removed from their usual positions properly replaced, otherwise the MC shall be at liberty to make an extra charge.

22. The HIRER shall ensure that all children on the premises are under adult supervision at all times.

23. The HIRER shall ensure that a minimum of noise is made on arrival and departure. Hires will terminate at 12 midnight unless dispensation is given in writing in advance.

24. The HIRER shall ensure that no animals, except guide dogs, are brought into the facilities, without prior agreement.

25. If a representative of MC is called out to the facilities during a hiring to remedy a situation caused by improper use of the facilities then an additional charge may be levied.

26. The HIRER must return after the event, any keys provided for access to the facilities promptly.

NOTE: Hirers are responsible to ensure all lights are turned off and windows closed when leaving facility.

Risk Management

27. Please note that smoking is not allowed anywhere on the premises and the HIRER shall ensure compliance with this rule. Fireworks / Sparklers, Smoke machines and any form of candles may not be used in the facilities under any circumstances, with the exception of battery-operated candles.

28. The HIRER shall, if preparing, serving or selling food, observe all the relevant food health and hygiene legislation and regulations including those detailed on any notice in the kitchen or other part of the facilities.

29. The HIRER shall ensure that any electrical appliances brought to the premises and used there, shall be safe, in good working order and used in a safe manner. (Note all electrical equipment requires to be PAT tested and current)

a. Health and Safety

30. The Hirer is solely responsible for the Health & Safety of persons attending their activity/event. Nothing shall be done, nor shall anything be brought into the premises, which may create a risk to the building or its occupants.

31. The Hirer must be at the facilities personally throughout the period of the hire, under the terms of any hire, the Hirer is classed as the person responsible for fire safety and must ensure all persons attending the activity/event are aware of the location of fire exits and what to do in the case of a suspected fire. Guidance on fire safety is displayed on the notice board in the entrance vestibule.

32. Fire exits must be kept clear at all times

33. The Hirer is also responsible for reporting of any accidents and defects. A basic First Aid Kit is situated in the Kitchen. All accidents should be reported in the facilities Accident Book, which is situated beside the First Aid Kit.

34. There is no telephone line at the Facilities. We recommend the availability of a mobile phone for all functions.

In the event of an emergency

Please alert the emergency services directly as applicable and please inform the LBL Director on 07852218681 alternatively, please telephone LBL Director on

07802293184.

35. The HIRER shall note the location of fire alarms, fire exits and firefighting equipment and be prepared, in the case of emergency, to comply with all standard fire precautions and evacuation procedures.

36. In addition to the HIRER, all attendants should acquaint themselves with:

- A. The location and use of Fire Fighting equipment,
- B. The site plan showing escape routes and the need to keep them clear.

LOST PROPERTY

37. All personal property left in the facilities is left at the risk of the individual. LBL cannot take responsibility for personal items and equipment left in the Hall.

38. Details of any personal property left in LBL will be retained in the Locus Centre.

39. Any lost property left unclaimed after a period of one month will be deemed to be disposed of in the most appropriate manner e.g. reused for others' benefit LBL or donated to a charitable cause.

USE OF CAR PARK

All Vehicle owners using the LBL car parks are doing so at their own risk No liability for damage or theft of personnel property will accepted by LBL and their Directors.