

The Company reserves the right to amend these rules and conditions, and also to make any additional rules and conditions as necessary taking into account the requirements of the hall. For the purposes of these conditions the 'Hirer' will mean an individual hirer or, where the hirer is an organisation, the authorised representative.

1. General Conditions

1.1 Confirmation: A booking is not confirmed until:

- 'One off' - booking form has been completed, submitted and payment has been taken.
- Block / regular - booking form has been completed, submitted and confirmation received.

1.2 Scale of Charges: For a full set of our hire charges please refer to our website www.liveactive.co.uk. The company will decide which category applies to each let. Please note, half hourly rates do not apply. Hire times will be rounded up to the next complete hour. The charge covers the provision of heating, normal lighting and use of the kitchen if required.

1.3 Cancellations:

- Full refunds will be given for functions cancelled with a minimum of 14 days notice.
- Cancellations under 14 days and no less than 48 hours notice will receive a 50% part refund of the hall charge.
- Full hire charge will be payable if organisers give less than 48 hours notice to cancel the event or do not turn up for the intended let on the day.
- The Company reserves the right to cancel any booking at its absolute discretion. In the event of a cancellation, no liability will be accepted for any loss incurred and no compensation will be payable to the hirer or any other person in respect of such cancellation.

1.4 The Hirer will be held responsible for payment of all charges in respect of the booking. Live Active Leisure take no responsibility for any loss, act or omission by the booker.

1.5 Hirers Liability Insurance:

1.5i The Hirer must ensure that when professional or specialist coaching is provided for the activities relating to the hire, those individuals are suitably trained and qualified.

1.5ii The Company will not be liable for the death of or injury to any person attending the activity which is the subject of the hire or any losses, claims, demands, actions, proceedings, damages, expenses or other liability incurred by the hirer except where any of the above is due solely to the negligence of the Company, their servants or agents.

1.5iii The Company will not under any circumstances accept responsibility or liability in respect of any damage to or loss of any goods, articles or property of any kind brought into or left at the premises either by the hirer or by any other person.

1.5iv When required and where indicated on a Booking Confirmation, the Hirer will indemnify the Company against all such liabilities as mentioned in 1.5ii. and 1.5iii. above and undertake to maintain a policy of public liability insurance to cover such indemnity.

1.5v No oil, chemical or other flammable substance will be allowed in any part of the building.

1.6 Smoking is not permitted in any part of any hall. During an event, it is the organiser who is responsible for ensuring those attending do not smoke. Enforcement officers can issue a £200 fine to the organiser and also £50 fine to each individual committing the offence.

1.7 Sub Letting: the hall should not be sub-let without prior permission of the Company.

1.8 Music: If music is performed or reproduced by any method, the applicant will be required to pay a fee in respect of Performing Rights. This fee is calculated on the charging schedule issued by Performing Rights Society Limited (PRS).

- 1.9 Equipment:** No furnishings or equipment will be hired out or loaned out from the building without prior agreement or arrangement with the Hall Keeper. Any electrical equipment brought into the hall must be appropriately PATs tested. Appropriate risk assessments and supervision must be considered and applied.
- 1.10 Flyposting:** In respect of an event it is not permitted unless prior permission has been granted by the Police. This is an illegal act under Section 100 of the Roads (Scotland) Act 1984.
- 1.11 Child Protection:** Anyone who works closely with children or groups of vulnerable adults on a regular basis should be a member of the Protection of Vulnerable Groups (PVG) Scheme. Further information and guidance about the scheme is available from Disclosure Scotland at www.disclosurescotland.co.uk. All clubs and organizations must ensure that the following controls and procedures are in place: Vetting arrangements, as mentioned previously, for any adult working/helping or supervising activities with young people under the age of 18. In addition to this coaches and volunteers are required to have a qualification appropriate to the level they coach. Live Active Leisure reserve the right to carry out spot checks of any individual or organisation to ensure they have the appropriate processes in place.
- 1.12 Booking Times:** You will be able to access the hall 30 minutes prior to your hire time and the hall must be vacated and returned to its original condition 30 minutes after the end of the hire period. If additional time is required, this must be included within your hire time. It is essential that these conditions are followed to ensure other bookings are not impacted upon.
- 1.13 Access:** Live Active Leisure reserve the right to access any part of the hall at any time.
- 1.14 Candles/Smoke Machines:** Please note we do not allow the use of candles or smoke machines. Our fire alarm systems are very sensitive and naked flames are strictly prohibited.
- 1.15 Use of Bouncy Castles is not permitted.**

2 Hirer Responsibility

- 2.1 Community Halls** operate on a self-management model * The hirer is responsible for all aspects of the booking, including:
- **Health and Safety:** Organisers of the let should acquaint themselves with the position of fire points, emergency exit doors, light switches and access to a telephone.
 - To arrange for suitable **first aid** facilities/personnel throughout the duration of the event, where appropriate.
 - With any let involving the sale of goods, the applicant is responsible for ensuring the correct license, if any, is obtained. Contact should be made with the Licensing Board at Perth & Kinross Council, 2 High Street, Perth, PH1 5PH where license requirements and procedures will be explained.
 - **Cleaning:** The hirer is responsible for leaving the hall in its original condition. Cleaning materials will be available. The hirer is also responsible for removing all rubbish generated by their event. A charge may be levied if the facilities are not left clean and in good order.
 - **Security:** The hirer is responsible for the security of the hall during the hire. The hirer is responsible for collecting and returning keys for the hall. (cash deposit required)
 - **Noise:** Music should not be made audible by local residents after 10.00pm. The hirer is responsible for monitoring and controlling noise levels during and after the booking. Please be respectful to local residents when leaving the hall late at night
 - **Equipment/Furniture:** To return all equipment and furniture to its original location at the end of the booking, including chairs, tables etc.
- 2.2 The Hirer** must ensure that appropriate levels of supervision are provided for the activities relating to the hire, including control of vehicles, equipment spectators, competitors and officials. The Hirer shall provide on request, details of any individual providing supervision and where a hire involves children or vulnerable individuals, the Company may require the hirer to provide satisfactory evidence of "Disclosure" checks having taken place.
- 2.3 The Hirer** must ensure that when professional or specialist coaching is provided for the activities relating to the hire, those individuals are suitably trained and qualified. The Hirer shall provide on request, details of any individual providing coaching including copies of certificates of qualification.

3 Private Functions (Additional Information)

- 3.1 Event Management Form:** This form must be completed for all private evening functions and returned no less than 14 days prior to the event along with the recoverable cash deposit.
- 3.2 Security:** The applicant should arrange for a minimum of 2 responsible persons (need not be industry approved stewards), additional 1, for every 50 guests over 100 attending to preserve order and ensure compliance with safety and fire regulations to the satisfaction of the Hall Keeper. All stewards must; (i) be 21 years of age or above, (ii) be clearly identifiable throughout the duration of the event, (iii) not consume any alcohol, (iv) be familiar with fire evacuation procedures for the building (this will be arranged prior to the event commencing), (v) responsible for access control and behavior of all guests inside and immediately outside the hall before, during and after the event.
- 3.3 Alcohol Consumption:** If it is intended to sell or dispense alcohol the Bookings Administrator must be notified. Although the applicant is responsible for obtaining the appropriate license, location and arrangement for bars should be discussed with, and to the satisfaction of, the Halls Manager.
- 3.4** Where permission has been granted for the sale of alcohol, an additional charge of £71.75 will be levied. This fee is additional to the cost of hire and the license fee to take into account the increased associated risk with such events.
- 3.5 “Bring Your own”** will only be accepted for Charity Functions and at the discretion of the Halls Manager only.
- 3.6 Start/Finish Time:** Please give consideration to the expected start/finish time of your event. Any set up or breakdown of equipment must be allowed for within the duration of the let.
- 3.7 Birthday Parties/Weddings:**
- 18th Birthday Parties will not be accepted.
 - 21st Birthday Parties will be accepted on the condition that a licensed bar is in place.
 - Please give extra consideration to the time required to set up and break down the hall. For example: A wedding may require various companies to deliver equipment on the day (flowers, linen, table & chairs, band, bar, catering etc).
- 3.8 Recoverable Cash Deposit:**
- All functions will require a cash deposit of £350 payable 14 days prior to the date of the event the applicant will be held responsible for any damage to the hall, furniture or fittings and any property lost as a direct result of the event taking place and will be required to meet the cost of reparation in full. Any damage which is not disclosed could result in the retention of some, or all, of the recoverable deposit.
 - After 3 working days your deposit will be available for collection, provided no additional costs have been incurred.

Please note:

*Coupar Angus/Aytoun Hall operate with a Hallkeeper service. Hirers will be met at the stated start time of the event and again at the end of the event to ensure the hall has been left in a satisfactory condition. The hallkeeper will open and secure the hall.